Council Meeting
Tuesday, April 2, 2024
City Council Chamber
6:30 p.m.
AGENDA

Call to Order

Pledge of Allegiance

1. Consent Agenda
   - Minutes
     - Council Minutes –March 19, 2024
     - HRA – March 13, 2024
   - Regular Bills
   - Licenses
     - Temporary Liquor License – Windom Chamber of Commerce – May 15, 2024

2. Department Heads

3. MNDOT – 2025 Project Follow-up

4. Proclamation – National Library Week April 7-13, 2024

5. Resolution Accepting Donation
   - Fire Department – Windom Fireman's Relief Association

6. Windom Fire Relief Association Annual Benefit Increase Request

7. Ordinance No198 2nd Series – Rental Code Revision
   - Second Reading
   - Title & Summary

8. K-9 Funding Request

9. Disposition of Surplus Equipment – Street Department

10. Multi-Bank Securities, Inc Non-Corporate Authorization Resolution

11. SEH Airport Services Agreement – 2024 Joint & Crack Repair – Concrete Paving

12. Personnel Committee – Office Summer Hours

13. Contractor Payment & Change Order
    - Generator Plant Construction – Wilcon Construction Services Pmt #5 - $818,756.17
    - Truck Garage – Wilcon Construction Order #3 – Add 2" Flat Strapping to G12 Wall - $2,819.00

14. New Business

15. Old Business

16. Council Comments

17. 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
March 19, 2024
6:30 p.m.

1. Call to Order:
   The meeting was called to order by Mayor Pro Tem Dennis Esplan

2. Roll Call:

Council Present:	Marv Grunig, Jenny Quade, James Nelson and Scott Benson
Council Absent:	Mayor Dominic Jones
City Staff Present:	Steve Nasby, City Administrator; Scott Peterson, Police Chief; John Nelson, Liquor Store Manager and Andy Spielman, Building Official

3. Pledge of Allegiance

4. Consent Agenda:
   - Minutes
     - Council Minutes – March 5, 2024
     - Utility Commission – February 28, 2024
     - Economic Development Authority – March 11, 2024
     - Community Center Commission – March 11, 2024
     - Planning Commission – March 12, 2024
     - Library Board – March 12, 2024
     - Parks & Recreation Commission – March 13, 2024
   - Regular Bills
   - Licenses
     - Temporary Liquor License
       - Windom Lions Club – April 27, 2024

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

5. Department Heads:
   None.

6. Windom FFA – Invasive Plant Species Contest Presentation:
   Four Windom FFA student provided an oral presentation on invasive plant species and discussed the costs for combating them as well as opposing views on their use to bees and birds. The Council thanked the students for the presentation.

7. Resolution Accepting Donations:
   Council Member Grunig introduced the Resolution No. 2024-05, entitled "AUTHORIZATION TO ACCEPT A DONATION FROM WINDOM UNITED SERVICE FOR THE WINDOM FIRE DEPARTMENT" and moved its adoption. The Resolution was seconded by Benson and on roll call vote: Aye: Quade, Esplan, Nelson, Grunig and Benson. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

Council Member Benson introduced the Resolution No. 2024-06, entitled "AUTHORIZATION TO ACCEPT A DONATION IN MEMORY OF KEITH MATHISTAD TO THE WINDOM LIBRARY" and moved its adoption. The Resolution was seconded by Quade and on roll call vote: Aye: Grunig, Esplan, Nelson Quade and Benson. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

Council thanked the Windom United Service for the donation to the Fire Department and the donors for the memorial to the Library in memory of Keith Mathistad.

8. SEH, Inc. – Request for Additional Services:
Nasby said that the Council had tabled this item from the last meeting and directed staff to ask the County Highway Department to pay for part of the cost. A response, via email, was included in the Council packet that the County did not feel they should be responsible for any of the costs.

Nelson said he is not happy on how this came up and why it is so many years later, but the bill needs to be paid as the work was completed.

Grunig said that it would have been better to discuss with the County prior to SEH, Inc. doing the work.

Motion by Grunig second by Nelson to pay the SEH, Inc. request for the $5,000 on the floodplain work. Motion carried 5 – 0.

9. First Reading Ordinance #198, 2nd Series – Rental Code Revisions:
Andy Spielman, Building Official, said that the rental housing inspection program is in its sixth year so properties have come up through their second three-year cycles. There is a provision that was written into the original code to provide units with an exemption for re-inspection if the units had passed prior inspections. He noted that many times the units passed, but only after owners installed carbon monoxide detectors, had smoke detectors that worked, etc. So the "pass" rating they were given would qualify them for this exemption, but there are life/safety items that were needed. The proposal is to eliminate this waiver or exemption from the Code. He felt that the life/safety items need to be checked for each license renewal and that the time required for him and the property owners to do these inspections is minimal.

Benson said if the smoke detectors were not working, he would have failed the inspection. Spielman said that it is typically just replacing batteries. The property owners correct the situation while he is there so the detectors are working when he leaves. That is why he gave them a passing grade.

Spielman also said that the Code has an exemption for inspections of properties that are under state or federal inspections. He said that HUD does inspections, but they do not inspect for all the things on the City's checklist and HUD only inspects a percentage of units not all of them. So he would also recommend removing the exemption for these units.

Spielman also recommended that Section150.57(D) also be removed because it covers the fees associated with the alternate renewal exemption. He also advised that the definition for "Rental Housing Unit" needs to be amended to clarify the meaning of institutional occupancies which include jails, penitentiaries, reformatories, or detention facilities.

Motion by Benson second by Nelson to approve the 1st Reading of Ordinance #198, 2nd Series – Rental Code Revisions. Motion carried 5 – 0.

10. Personnel Committee:
John Nelson, Liquor Store Manager, said that he had discussed with the Personnel Committee a request to move one of the part-time liquor clerk positions to full-time. His rationale was that it is hard to find and retain part-time help. The Personnel Committee had authorized him to do the union required internal posting for the position so the Council had an action to vote on tonight. The internal posting yielded one applicant, Kathy Morphew, who is currently a part-time liquor clerk. He recommends hiring her at Step 4 on the pay scale and then provide a step increase at the successful completion of the six month probationary period. The financial impact to moving this position to full-time is $24,639 of which most is health benefits cost. There will be some savings of wages in part-time as this position will now account for 40 hours per week and he estimates that the additional costs will still be covered by the budget.

Motion by Quade second by Grunig to approve moving Kathy Morphew, Liquor Clerk from part-time to full-time at Step 4 with an increase to Step 5 upon completion of probation. Motion carried 5 – 0.

11. New Business:
None.

12. Old Business:
None.

13. Council Comments:
Grunig said it sounds like snow is in the forecast and encouraged people to be aware of the weather.

Benson said there is good progress on infrastructure projects at the Hospital and Electric Department which are good for the community.

Quade thanked the Windom FFA students for the presentation and asked citizens to be safe driving on winter roadways and use caution for travel.

14. Adjournment:
Mayor Pro Tem Esplan adjourned the meeting by unanimous consent at 7:05 p.m.

_____________________________ Attest: _____________________________
Dennis Esplan, Mayor Pro Tem Steve Nasby, City Administrator

REGULAR MEETING OF THE HOUSING AND REDEVELOPMENT AUTHORITY OF WINDOM, MN
March 13, 2024 at 8:30 a.m.

A regular meeting of the Board of Directors was held on March 13, 2024 at the Riverview Apartments. Board Members present: Jean Fast (via phone), Linda Jaakola, Joel LaCanne and Tony Scott. Also present was Executive Director Linda Loewen and Operations Manager Tami Wahdan. Absent: Margaret McDonald and City Liaison Jim Nelson.

The Regular Board Meeting was called to order at 8:36 a.m. with the consent agenda approved which included minutes from the February meeting, the Agenda, Balance Report and Bills Report. (Jaakola/Scott)

Scheduled Guests: none

Old Business consisted of:

1. The Executive Director reported Bargen will begin coating Riverview and Hillside parking lots in April.
2. The Executive Director reported that the washing machines at Riverview apartments were inspected by Brent at Town and Country and will not need to be replaced at this time. After some discussion as a review from last month's meeting a motion was made to increase the cost of the washing machine from $1.50 to $2.50 and the dryers from $1.00 to $2.00. (LaCanne/Scott)
3. The Executive Director reported on the open Tenant Liaison Position. We have not received any interest to fill this position. A motion was made to leave the Tenant Liaison position vacant at this time. (LaCanne/Scott)

New Business consists of:

1. The Executive Director reported that an ad was placed in the newspaper for 1 week. Interviews have been completed. After some discussion, a motion was made to offer the position to Dennis Hall. (Jaakola/LaCanne)
2. The Executive Director reported on saving $944.00 last year through Quill.
3. The Executive Director reported Linda and Tami will be attending the Working Together Conferences will be on April 17th,18th and 19th, in Brooklyn Center.
4. The Executive Director reported that during our HUD Audit there were no findings.
5. The Executive Director reported all of the appliances have been replaced at the Riverview apartments except for the handicap apartments that are different sizes and 1 apartment waiting for a damaged refrigerator to be replaced. All appliances were paid through the CFP funds.
6. The Executive Director reported on the current copier/printers. She is going out for bid to lease or purchase a new copier. She will bring the information to the April Board Meeting.
7. The Executive Director reported the Bad Debt write off from the February meeting needed to be revisited. The write off amount needs to be changed from $6,686.00 to $6,393.00. A motion was made to make an amendment for the correction of the write off. (Scott/Jaakola)
8. The Executive Director reported on the electrical panels in the maintenance shops. It has been found that all the panels are Federal Pacific. The panels are currently not up to code at both Riverview and Hillside Manor. Ryan from Ron's Electric is putting together a bid.
9. The Executive Director reviewed the March overview.
10. The Executive Director reported HUD will be coming to Jackson HRA in April for REAC/NSPIRE inspections.
11. The Executive Director requested to change the date for the April meeting due to the inspection in Jackson. After some discussion, a motion was made to change the meeting to April 17th at 8:00 a.m. at Hillside Manor. (Scott/Jaakola)

Upcoming Board Meetings are scheduled for April 17th (HS) at 8:00 a.m. and May 8th (RV) at 8:30 a.m.

With no further business, the meeting was adjourned at 9:10 a.m. (Scott/Jaakola)

Jean Fast, Chairman

Linda Loewen, Executive Director

Windom, MN

Expense Approval Report
By Fund

Payment Dates 3/16/2024 - 3/28/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
RHETT A JOHNSON	22313-4 CREDIT	03/19/2024	CREDIT REFUND	100-20191	6.57
JACKILYN SANCHEZ	5421-9 CREDIT	03/19/2024	CREDIT REFUND	100-20191	107.64
VANESSA HERNANDEZ	55085-6 CREDIT	03/19/2024	CREDIT REFUND	100-20191	39.30
MN REVENUE	MARCH 2024	03/19/2024	SALES TAX	100-20202	5,824.00
MN REVENUE	MARCH 2024	03/19/2024	SALES TAX	100-20202	17,994.00
MN REVENUE	MARCH 2024	03/19/2024	SALES TAX	100-20202	162.00
MN REVENUE	MARCH 2024	03/19/2024	SALES TAX	100-20202	11.26
					24,144.77
Activity: 41110 - Mayor & Council					
SCHRAMEL LAW OFFICE	FEB 2024	03/19/2024	LEGAL FEE	100-41110-304	435.00
CITIZEN PUBLISHING CO	2-29-24	03/25/2024	PRINTING	100-41110-350	130.80
CITIZEN PUBLISHING CO	2-29-24	03/25/2024	PRINTING	100-41110-350	490.50
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-41110-365	643.00
VSI - VIDEO SERVICES INC	120084	03/26/2024	CITY COUNCIL TV	100-41110-480	131.75
CONVENT. & VISITOR BUREAU	FEB 2024.1	03/22/2024	LODGING TAX/RED CARPET	100-41110-491	286.49
CONVENT. & VISITOR BUREAU	FEB 2024.1	03/22/2024	LODGING TAX/AMERICINN	100-41110-491	2,464.38
			Activity 41110 - Mayor & Council Total:		**4,581.92**
Activity: 41310 - Administration					
SW/WC SERVICE COOPERATIV	APR 2024	03/22/2024	EAP	100-41310-131	5.40
NCPERS MINNESOTA	844600022024	03/20/2024	INSURANCE	100-41310-133	104.00
NCPERS MINNESOTA	844600042024	03/08/2024	INSURANCE 04-01-24 - 04-30-	100-41310-133	104.00
AMAZON CAPITAL SERVICES, I	1NXV-63MW-1XYH	03/22/2024	CITY OFFICE/SUPPLIES	100-41310-200	45.39
DONNA TORKELSON	3-12-2024	03/27/2024	OFFICE CHAIR REIMBURSEME	100-41310-200	302.82
LEAGUE OF MN CITIES	401674	03/20/2024	CITY/ADOBE PROCESSING FEE	100-41310-200	91.00
WEX Health Inc	00190927-IN	03/25/2024	PARTICIPANT FEE	100-41310-217	144.25
PLAN IT SOFTWARE LLC	24PLAN-IT-1222	03/19/2024	CITY/CONSULTING & AUDITIN	100-41310-301	600.00
SCHRAMEL LAW OFFICE	FEB 2024	03/19/2024	LEGAL FEE/CIVIL	100-41310-304	120.00
STEVE NASBY	3-19-24 - 3-20-24	03/26/2024	CMPAS & CGMC MEETING	100-41310-331	102.35
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-41310-361	782.80
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-41310-365	291.20
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-41310-365	631.00
			Activity 41310 - Administration Total:		**3,324.21**
Activity: 41910 - Building & Zoning					
NCPERS MINNESOTA	844600022024	03/20/2024	INSURANCE	100-41910-133	8.00
NCPERS MINNESOTA	844600042024	03/08/2024	INSURANCE 04-01-24 - 04-30-	100-41910-133	8.00
INDOFF, INC	3714126	03/19/2024	B&Z/SUPPLIES	100-41910-200	1.80
SCHRAMEL LAW OFFICE	FEB 2024	03/19/2024	LEGAL FEE/P & Z	100-41910-304	240.00
CITIZEN PUBLISHING CO	2-29-24	03/25/2024	PRINTING	100-41910-350	1,134.70
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-41910-365	291.20
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-41910-365	259.00
			Activity 41910 - Building & Zoning Total:		**1,942.70**
Activity: 41940 - City Hall					
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-41940-362	5,238.00
HOMETOWN SANITATION SER	0000553270	03/07/2024	CITY HALL/REFUSE DISPOSAL	100-41940-384	114.99
			Activity 41940 - City Hall Total:		**5,352.99**
Activity: 42120 - Crime Control					
SW/WC SERVICE COOPERATIV	APR 2024	03/22/2024	EAP	100-42120-131	14.40
NCPERS MINNESOTA	844600022024	03/20/2024	INSURANCE	100-42120-133	144.00
NCPERS MINNESOTA	844600042024	03/08/2024	INSURANCE 04-01-24 - 04-30-	100-42120-133	144.00
AMAZON CAPITAL SERVICES, I	17XY-K944-3HKY	03/15/2024	POLICE/SUPPLIES	100-42120-200	423.29
INDOFF, INC	3712361	03/11/2024	POLICE/SUPPLIES	100-42120-200	69.90
JACKSON COUNTY	2024-1	03/11/2024	ATTORNEY 1-1-24 - 3-31-24	100-42120-304	12,000.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AT & T MOBILITY	287293102788X03032024	03/15/2024	POLICE/TELEPHONE	100-42120-321	652.68
ALPHA WIRELESS - MANKATO	24501	03/15/2024	POLICE/RADIO UNITS	100-42120-323	108.00
LEASE FINANCE PARTNERS	3250 03-20-24	03/27/2024	POLICE/DATA PROCESSING	100-42120-326	398.00
DONNA MARCY	03-19-24	03/22/2024	POLICE/MEALS/LODGING	100-42120-334	12.28
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-42120-361	20,701.35
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-42120-363	3,090.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-42120-363	4,013.00
LEAGUE OF MN CITIES INS TR	22292	03/19/2024	CLAIM #00498722/MARCY	100-42120-364	130.83
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-42120-365	291.20
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-42120-365	104.00
COTTONWOOD CO AUD/TREA	APRIL 2024	03/19/2024	FEB-24	100-42120-412	2,050.00
COTTONWOOD CO AUD/TREA	APRIL 2024	03/19/2024	APRIL-24	100-42120-412	2,050.00
FLEET SERVICES DIVISION	2024080001	03/15/2024	POLICE/VEHICLE LEASE	100-42120-419	2,513.33
WINDOM AREA CHAMBER OF	MARCH 2024	03/15/2024	POLICE/FARM & HOME SHOW	100-42120-433	60.00
				Activity 42120 - Crime Control Total:	**48,970.26**
Activity: 42220 - Fire Fighting					
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Fire	100-42220-215	42.95
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Fire	100-42220-217	7.99
BRENT REISDORFER	3-9-24	03/25/2024	FIRE/TRAVEL	100-42220-331	70.35
CONNOR KNIGGE	3-9-24	03/25/2024	FIRE/MEAL	100-42220-334	17.33
JACOB SCHAFFER	3-9-24	03/25/2024	FIRE/MEAL	100-42220-334	17.33
BRENT REISDORFER	3-9-24	03/25/2024	FIRE/MEAL	100-42220-334	18.41
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-42220-361	1,109.80
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-42220-362	4,499.40
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-42220-363	336.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-42220-363	1,426.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-42220-365	291.20
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-42220-365	1,150.50
HOMETOWN SANITATION SER	0000553314	03/07/2024	EMS/REFUSE DISPOSAL	100-42220-384	46.00
THE INSULATORS LLC	2891	03/19/2024	FIRE/MAINTENANCE	100-42220-404	387.75
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Fire	100-42220-404	19.98
				Activity 42220 - Fire Fighting Total:	**9,440.99**
Activity: 43100 - Streets					
SW/WC SERVICE COOPERATIV	APR 2024	03/22/2024	EAP	100-43100-131	1.80
NCPERS MINNESOTA	844600022024	03/20/2024	INSURANCE	100-43100-133	80.00
NCPERS MINNESOTA	844600042024	03/08/2024	INSURANCE 04-01-24 - 04-30-	100-43100-133	80.00
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Street	100-43100-218	111.99
GMS INDUSTRIAL SUPPLIES, I	107490	03/15/2024	STREET/SMALL TOOLS	100-43100-241	561.65
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-43100-361	1,518.04
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-43100-362	2,212.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-43100-363	1,317.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-43100-363	953.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-43100-365	291.20
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-43100-365	1,150.50
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-43100-365	90.00
HOMETOWN SANITATION SER	0000553271	03/07/2024	STREET/REFUSE DISPOSAL	100-43100-384	116.99
				Activity 43100 - Streets Total:	**8,484.17**
Activity: 45120 - Recreation					
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-45120-361	217.57
				Activity 45120 - Recreation Total:	**217.57**
Activity: 45202 - Park Areas					
NCPERS MINNESOTA	844600022024	03/20/2024	INSURANCE	100-45202-133	16.00
NCPERS MINNESOTA	844600042024	03/08/2024	INSURANCE 04-01-24 - 04-30-	100-45202-133	16.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-45202-361	444.05
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-45202-362	11,380.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-45202-363	246.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-45202-363	130.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-45202-365	1,150.50
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	100-45202-365	291.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HOMETOWN SANITATION SER	0000553272	03/07/2024	SQUARE/REFUSE DISPOSAL	100-45202-384	67.99
HOMETOWN SANITATION SER	0000553283	03/07/2024	ISLAND/REFUSE DISPOSAL	100-45202-384	51.98
HOMETOWN SANITATION SER	0000553284	03/07/2024	TEGELS/REFUSE DISPOSAL	100-45202-384	39.98
HOMETOWN SANITATION SER	0000553285	03/07/2024	KASTLE/REFUSE DISPOSAL	100-45202-384	51.98
HOMETOWN SANITATION SER	0000553295	03/07/2024	MAYFLOWER/REFUSE DISPOS	100-45202-384	47.98
HOMETOWN SANITATION SER	0000553320	03/07/2024	ABBY/REFUSE DISPOSAL	100-45202-384	22.99
MTI DISTRIBUTING, INC	1420270-00	03/15/2024	STREET/MAINTENANCE - OFFI	100-45202-404	222.53
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Parks	100-45202-404	25.49
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Parks	100-45202-404	24.99
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Parks	100-45202-404	3.29
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Parks	100-45202-405	2.49
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Parks	100-45202-405	8.78
SEED CENTER	17212	03/15/2024	STREET/MAINTENANCE - GRO	100-45202-406	81.25
				Activity 45202 - Park Areas Total:	**14,325.47**
				Fund 100 - GENERAL Total:	**120,785.05**
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
NCPERS MINNESOTA	844600022024	03/20/2024	INSURANCE	211-45501-133	16.00
NCPERS MINNESOTA	844600042024	03/08/2024	INSURANCE 04-01-24 - 04-30-	211-45501-133	16.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	211-45501-361	611.43
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	211-45501-362	5,699.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	211-45501-365	291.20
				Activity 45501 - Library Total:	**6,633.63**
				Fund 211 - LIBRARY Total:	**6,633.63**
Fund: 225 - AIRPORT					
Activity: 45127 - Airport					
SOUTHWEST MN BROADBAN	03-15-2024	03/03/2024	AIRPORT/TELEPHONE	225-45127-321	27.50
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	225-45127-361	210.92
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	225-45127-362	10,226.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	225-45127-365	515.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	225-45127-365	631.00
RON'S ELECTRIC INC	151323	03/18/2024	AIRPORT/MAINTENANCE - ST	225-45127-402	2,158.08
				Activity 45127 - Airport Total:	**13,768.50**
				Fund 225 - AIRPORT Total:	**13,768.50**
Fund: 230 - POOL					
Activity: 45124 - Pool					
HAWKINS, INC	6665409	03/19/2024	POOL/CHEMICALS	230-45124-216	40.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	230-45124-361	317.15
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	230-45124-365	3,683.00
				Activity 45124 - Pool Total:	**4,040.15**
				Fund 230 - POOL Total:	**4,040.15**
Fund: 235 - AMBULANCE					
Activity: 42153 - Ambulance					
SW/WC SERVICE COOPERATIV	APR 2024	03/22/2024	EAP	235-42153-131	1.80
NCPERS MINNESOTA	844600022024	03/20/2024	INSURANCE	235-42153-133	16.00
NCPERS MINNESOTA	844600042024	03/08/2024	INSURANCE 04-01-24 - 04-30-	235-42153-133	16.00
LEWIS FAMILY DRUG, LLC	02-29-24	03/18/2024	AMBO/MERCHANDISE-MEDIC	235-42153-261	830.62
LINDE GAS & EQUIPMENT INC	41499269	03/15/2024	AMBO/OTHER MERCH/MEDIC	235-42153-261	998.52
EXPERT BILLING LLC	12251	03/22/2024	AMBO/NURSING	235-42153-312	3,045.00
LANDON JOHNSON	3-1-24	03/19/2024	AMBO/MEALS	235-42153-334	25.46
DONNA MARCY	3-15-24	03/19/2024	AMBO/MEALS	235-42153-334	19.92
JUSTIN HARRINGTON	3-5-24	03/19/2024	AMBO/MEALS	235-42153-334	14.68
REBEKAH ELLINGSON	3-7-24 - 3-9-24	03/19/2024	AMBO/MEALS	235-42153-334	50.40
AMBER SVOBODA	3-8-24	03/19/2024	AMBO/MEALS	235-42153-334	21.60
KRISTEN PORATH	3-8-24 - 3-13-24	03/19/2024	AMBO/MEALS	235-42153-334	67.29
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	235-42153-361	885.33
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	235-42153-362	2,999.60
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	235-42153-363	1,290.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	235-42153-363	675.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	235-42153-365	291.20
HOMETOWN SANITATION SER	0000553314	03/07/2024	EMS/REFUSE DISPOSAL	235-42153-384	45.99
GE PRECISION HEALTHCARE LL	4000054349	03/15/2024	AMBO/MAINTENANCE - OFFI	235-42153-404	195.00
ARROW MANUFACTURING IN	8050	03/05/2024	AMBO/MAINTENANCE-VEHIC	235-42153-405	1,221.49
D & K DOOR LLC	121746	03/15/2024	AMBO/MAINTENANCE - GRO	235-42153-406	927.33
THE INSULATORS LLC	2891	03/19/2024	AMBO/MAINTENANCE	235-42153-406	258.50
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Ambulance	235-42153-406	15.98
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Ambulance	235-42153-406	23.97
				Activity 42153 - Ambulance Total:	**13,936.68**
				Fund 235 - AMBULANCE Total:	**13,936.68**
Fund: 250 - EDA GENERAL					
Activity: 46520 - EDA					
NCPERS MINNESOTA	844600022024	03/20/2024	INSURANCE	250-46520-133	24.00
NCPERS MINNESOTA	844600042024	03/08/2024	INSURANCE 04-01-24 - 04-30-	250-46520-133	24.00
INDOFF, INC	3714126	03/19/2024	EDA/SUPPLIES	250-46520-200	1.79
EHLERS & ASSOC., INC.	97052	03/19/2024	EDA/CONSULTING & AUDITIN	250-46520-301	285.00
FRYBERGER, BUCHANAN, SMI	12336.000033.12403	03/22/2024	EDA/TIF ATTORNEY FEE/1233	250-46520-304	360.00
CITIZEN PUBLISHING CO	2-29-24	03/25/2024	PRINTING	250-46520-350	1,610.00
CITIZEN PUBLISHING CO	2-29-24	03/25/2024	PRINTING	250-46520-350	180.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	250-46520-362	755.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	250-46520-365	33.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	250-46520-365	291.20
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	250-46520-365	591.11
VOSS PLUMBING & HEATING	PAYMENT # 3	03/28/2024	CEMSTONE DEMO (MN DEED	250-46520-439	166,487.50
COTTONWOOD CO RECORDE	P32885	03/22/2024	A298445	250-46520-480	46.00
COTTONWOOD CO RECORDE	P32885	03/22/2024	A298446	250-46520-480	46.00
COTTONWOOD CO RECORDE	P32885	03/22/2024	A298447	250-46520-480	46.00
				Activity 46520 - EDA Total:	**170,780.60**
				Fund 250 - EDA GENERAL Total:	**170,780.60**
Fund: 601 - WATER					
Activity: 49400 - Water					
SW/WC SERVICE COOPERATIV	APR 2024	03/22/2024	EAP	601-49400-131	1.80
NCPERS MINNESOTA	844600022024	03/20/2024	INSURANCE	601-49400-133	48.00
NCPERS MINNESOTA	844600042024	03/08/2024	INSURANCE 04-01-24 - 04-30-	601-49400-133	48.00
MN VALLEY TESTING	1242681	03/08/2024	WATER/LAB TESTING	601-49400-310	77.50
GOPHER STATE ONE CALL	4020847	03/11/2024	LOCATES	601-49400-321	5.74
INNOVATIVE SYSTEMS LLC	INV-16567	03/11/2024	POSTAGE	601-49400-322	256.18
INNOVATIVE SYSTEMS LLC	INV-16257	03/11/2024	DATA PROCESSING	601-49400-326	866.62
INNOVATIVE SYSTEMS LLC	INV-16257	03/11/2024	DATA PROCESSING	601-49400-326	517.50
INNOVATIVE SYSTEMS LLC	INV-16567	03/11/2024	PROCESSING	601-49400-326	160.24
INNOVATIVE SYSTEMS LLC	INV-16567	03/11/2024	INSERTS	601-49400-350	75.74
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	601-49400-361	2,004.28
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	601-49400-362	15,229.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	601-49400-363	266.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	601-49400-363	246.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	601-49400-365	1,150.50
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	601-49400-365	291.20
HOMETOWN SANITATION SER	0000553274	03/07/2024	WATER/REFUSE DISPOSAL	601-49400-384	119.98
MN VALLEY TESTING	1240991	03/08/2024	WATER/LAB TESTING	601-49400-386	1,530.00
AMAZON CAPITAL SERVICES, I	1QRW-NYHD-4GDG	03/19/2024	WATER/MAINTENANCE - OFFI	601-49400-404	43.23
THE INSULATORS LLC	2891	03/19/2024	WATER/MAINTENANCE	601-49400-404	283.12
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Water	601-49400-408	39.98
SW/WC SERVICE COOPERATIV	APR 2024	03/22/2024	EAP	601-49400-480	1.80
SW/WC SERVICE COOPERATIV	APRIL 2024	03/22/2024	HEALTH INSURANCE	601-49400-480	944.96
				Activity 49400 - Water Total:	**24,207.37**
				Fund 601 - WATER Total:	**24,207.37**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 602 - SEWER					
Activity: 49450 - Sewer					
NCPERS MINNESOTA	844600022024	03/20/2024	INSURANCE	602-49450-133	32.00
NCPERS MINNESOTA	844600042024	03/08/2024	INSURANCE 04-01-24 - 04-30-	602-49450-133	32.00
MN VALLEY TESTING	1240688	03/08/2024	SEWER/LAB TESTING	602-49450-310	155.20
MN VALLEY TESTING	1240851	03/08/2024	SEWER/LAB TESTING	602-49450-310	251.20
MN VALLEY TESTING	1241638	03/08/2024	SEWER/LAB TESTING	602-49450-310	91.20
MN VALLEY TESTING	1241743	03/08/2024	SEWER/LAB TESTING	602-49450-310	155.20
MN VALLEY TESTING	1241746	03/08/2024	SEWER/LAB TESTING	602-49450-310	251.20
MN VALLEY TESTING	1241772	03/08/2024	SEWER/LAB TESTING	602-49450-310	155.20
MN VALLEY TESTING	1242357	03/08/2024	SEWER/LAB TESTING	602-49450-310	91.20
MN VALLEY TESTING	1242639	03/08/2024	SEWER/LAB TESTING	602-49450-310	251.20
GOPHER STATE ONE CALL	4020847	03/11/2024	LOCATES	602-49450-321	5.74
INNOVATIVE SYSTEMS LLC	INV-16567	03/11/2024	POSTAGE	602-49450-322	256.17
INNOVATIVE SYSTEMS LLC	INV-16257	03/11/2024	DATA PROCESSING	602-49450-326	517.50
INNOVATIVE SYSTEMS LLC	INV-16257	03/11/2024	DATA PROCESSING	602-49450-326	866.63
INNOVATIVE SYSTEMS LLC	INV-16567	03/11/2024	PROCESSING	602-49450-326	160.24
INNOVATIVE SYSTEMS LLC	INV-16567	03/11/2024	INSERTS	602-49450-350	75.74
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	602-49450-361	7,291.43
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	602-49450-362	20,690.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	602-49450-363	438.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	602-49450-363	562.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	602-49450-365	291.20
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	602-49450-365	1,150.50
THE INSULATORS LLC	2891	03/19/2024	SEWER/MAINTENANCE	602-49450-404	283.13
WENNER HOLDINGS LLC	4077-02	03/22/2024	SEWER/MAINTENANCE - OFFI	602-49450-404	4,807.35
				Activity 49450 - Sewer Total:	**38,861.23**
				Fund 602 - SEWER Total:	**38,861.23**
Fund: 604 - ELECTRIC					
WESCO DISTRIBUTION, INC	368438	03/18/2024	EL/INVENTORY	604-14200	2,590.00
DAKOTA SUPPLY GROUP	S103554741.001	03/18/2024	EL/INVENTORY	604-14200	198.36
DGR ENGINEERING	00266517	03/18/2024	EL/TRUCK GARAGE	604-16200	3,262.98
DGR ENGINEERING	00266516	03/18/2024	EL/GENERATION BLDG	604-16480	15,602.48
THOMAS A WILDE	17966-2	03/19/2024	DEPOSIT REFUND	604-22000	300.00
TREY PHILLIPS	25902-3	03/19/2024	DEPOSIT REFUND	604-22000	300.00
MALENA NICKEL	39726-8	03/19/2024	DEPOSIT REFUND	604-22000	300.00
ESTEBAN GUTIERREZ	46344-1	03/19/2024	DEPOSIT REFUND	604-22000	300.00
JACKILYN SANCHEZ	5421-9	03/19/2024	DEPOSIT REFUND	604-22000	300.00
SHAILA L ISLAS MUNOZ	814-4	03/19/2024	DEPOSIT REFUND	604-22000	300.00
DANIEL HERNANDEZ	9517-2	03/19/2024	DEPOSIT REFUND	604-22000	300.00
VANESSA HERNANDEZ	DEPOSIT	03/19/2024	DEPOSIT REFUND	604-22000	300.00
					24,053.82
Activity: 49550 - Electric					
SW/WC SERVICE COOPERATIV	APR 2024	03/22/2024	EAP	604-49550-131	1.80
NCPERS MINNESOTA	844600022024	03/20/2024	INSURANCE	604-49550-133	88.00
NCPERS MINNESOTA	844600042024	03/08/2024	INSURANCE 04-01-24 - 04-30-	604-49550-133	88.00
AMAZON CAPITAL SERVICES, I	1W6X-X419-1TMT	03/22/2024	EL/SUPPLIES	604-49550-200	781.96
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Electric	604-49550-241	69.98
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Electric	604-49550-241	56.57
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Electric	604-49550-241	597.97
CMP - CENTRAL MUNICIPAL P	7676	03/19/2024	EL/ENERGY	604-49550-263	71,761.32
CMP - CENTRAL MUNICIPAL P	7676	03/19/2024	EL/TRANSMISSION	604-49550-263	111,847.14
DEPARTMENT OF ENERGY	BFPB000800224	03/18/2024	EL/ENERGY	604-49550-263	81,375.35
SCHRAMEL LAW OFFICE	FEB 2024	03/19/2024	LEGAL FEE/EL	604-49550-304	150.00
GOPHER STATE ONE CALL	4020847	03/11/2024	LOCATES	604-49550-321	5.74
INNOVATIVE SYSTEMS LLC	INV-16567	03/11/2024	POSTAGE	604-49550-322	256.18
INNOVATIVE SYSTEMS LLC	INV-16257	03/11/2024	DATA PROCESSING	604-49550-326	1,733.26
INNOVATIVE SYSTEMS LLC	INV-16257	03/11/2024	DATA PROCESSING	604-49550-326	1,035.00
INNOVATIVE SYSTEMS LLC	INV-16567	03/11/2024	PROCESSING	604-49550-326	160.24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STEVE NASBY	3-19-24 - 3-20-24	03/26/2024	CMPAS & CGMC MEETING	604-49550-331	102.00
INNOVATIVE SYSTEMS LLC	INV-16567	03/11/2024	INSERTS	604-49550-350	75.74
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	604-49550-361	9,527.40
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	604-49550-362	27,928.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	604-49550-363	1,480.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	604-49550-363	1,686.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	604-49550-365	291.20
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	604-49550-365	1,150.50
HOMETOWN SANITATION SER	0000553275	03/18/2024	EL/REFUSE DISPOSAL	604-49550-384	117.98
US LBM OPERATING CO 3009	03-01-2024 CREDIT	03/25/2024	EL/OVER PAYMENT/MAINT-ST	604-49550-402	-16.72
AMAZON CAPITAL SERVICES, I	1DY9-C1LJ-9MQ1	03/18/2024	EL/MAINTENANCE - STRUCTU	604-49550-402	-59.49
AMAZON CAPITAL SERVICES, I	1QQP-NKN1-1F9F	03/18/2024	EL/MAINTENANCE - STRUCTU	604-49550-402	263.47
US LBM OPERATING CO 3009	2340652	03/05/2024	EL/MAINTENANCE-STRUCTUR	604-49550-402	36.82
AMAZON CAPITAL SERVICES, I	1GK6-VJYJ-RW76	03/18/2024	EL/MAINTENANCE - OFFICE	604-49550-404	63.94
AMAZON CAPITAL SERVICES, I	1MK9-H4LX-T7LD	03/18/2024	EL/MAINTENANCE - OFFICE	604-49550-404	-6.99
ELECTRIC FUND	# 876	03/18/2024	EL/MAINTENANCE - DISTRIBU	604-49550-408	36.96
ELECTRIC FUND	# 877	03/18/2024	EL/MAINTENANCE - DISTRIBU	604-49550-408	241.21
ELECTRIC FUND	# 878	03/18/2024	EL/MAINTENANCE - DISTRIBU	604-49550-408	5.88
ELECTRIC FUND	# 880	03/18/2024	EL/MAINTENANCE - DISTRIBU	604-49550-408	14.00
ELECTRIC FUND	# 882	03/22/2024	EL/MAINTENANCE - DISTRIBU	604-49550-408	9.02
T&R ELECTRIC	176731	03/18/2024	EL/MAINTENANCE - DISTRIBU	604-49550-408	128.25
AMAZON CAPITAL SERVICES, I	1MFM-96D9-FQYK	03/18/2024	EL/MAINTENANCE - GENERAT	604-49550-410	33.90
CMP - CENTRAL MUNICIPAL P	7660	03/18/2024	EL/MAINTENANCE - GENERAT	604-49550-410	639.99
MN DEPT OF COMMERCE	1000051512	03/19/2024	EL/DUES	604-49550-433	166.59
MN DEPT OF COMMERCE	1000051512	03/19/2024	EL/CONSERVATION	604-49550-450	850.71
DEB MINION	3-22-24	03/22/2024	EL/CONSERVATION - ENERGY	604-49550-450	425.00
NICK KULSETH	3-22-24	03/22/2024	EL/CONSERVATION - ENERGY	604-49550-450	200.00
COTTONWOOD CO HISTORICA	3-22-24	03/22/2024	EL/CONSERVATION - ENERGY	604-49550-450	611.10
CMP - CENTRAL MUNICIPAL P	7676	03/19/2024	EL/CONSERVATION	604-49550-450	3,599.92
MN REVENUE	MARCH 2024	03/19/2024	SALES TAX	604-49550-460	605.65
				Activity 49550 - Electric Total:	**320,216.54**
				Fund 604 - ELECTRIC Total:	**344,270.36**
Fund: 609 - LIQUOR STORE					
MN REVENUE	MARCH 2024	03/19/2024	SALES TAX	609-20202	13,704.00
					13,704.00
Activity: 49751 - Liquor Store					
SW/WC SERVICE COOPERATIV	APR 2024	03/22/2024	EAP	609-49751-131	1.80
NCPERS MINNESOTA	844600022024	03/20/2024	INSURANCE	609-49751-133	32.00
NCPERS MINNESOTA	844600042024	03/08/2024	INSURANCE 04-01-24 - 04-30-	609-49751-133	32.00
O'MALLEY'S STORAGE AND RE	3469	03/22/2024	LIQUOR S/STORAGE CONTAIN	609-49751-217	200.00
BREAKTHRU BEVERAGE MN	114723072	03/21/2024	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	720.00
BREAKTHRU BEVERAGE MN	114824584	03/21/2024	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	763.60
DOLL DISTRIBUTING, LLC	1451011	03/08/2024	LIQUOR S/LIQUOR/BEER/NON	609-49751-251	46.30
DOLL DISTRIBUTING, LLC	1451019	03/07/2024	LIQUOR S/LIQUOR	609-49751-251	-211.74
DOLL DISTRIBUTING, LLC	1456082	03/08/2024	LIQUOR S/MERCHANDISE	609-49751-251	119.00
SOUTHERN GLAZER'S OF MN	2450618	03/07/2024	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	2,096.72
SOUTHERN GLAZER'S OF MN	2453322	03/08/2024	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	1,363.81
SOUTHERN GLAZER'S OF MN	2456188	03/21/2024	LIQUOR S/LIQUOR/WINE	609-49751-251	3,510.62
SOUTHERN GLAZER'S OF MN	2458967	03/25/2024	LIQUOR S/LIQUOR/FREIGHT	609-49751-251	854.56
BEVERAGE WHOLESALERS	316161	03/08/2024	LIQUOR S/LIQUOR/BEER/NON	609-49751-251	235.00
SOUTHERN GLAZER'S OF MN	9505724	03/21/2024	LIQUOR S/LIQUOR	609-49751-251	-36.00
SOUTHERN GLAZER'S OF MN	9556203	03/21/2024	LIQUOR S/LIQUOR	609-49751-251	-524.80
SOUTHERN GLAZER'S OF MN	9556754	03/21/2024	LIQUOR S/LIQUOR	609-49751-251	-36.00
SOUTHERN GLAZER'S OF MN	9564184	03/21/2024	LIQUOR S/LIQUOR	609-49751-251	-54.80
DOLL DISTRIBUTING, LLC	1451011	03/08/2024	LIQUOR S/LIQUOR/BEER/NON	609-49751-252	6,609.91
DOLL DISTRIBUTING, LLC	1451020	03/08/2024	LIQUOR S/BEER	609-49751-252	52.05
DOLL DISTRIBUTING, LLC	1456082	03/08/2024	LIQUOR S/MERCHANDISE	609-49751-252	2,700.40
BEVERAGE WHOLESALERS	316161	03/08/2024	LIQUOR S/LIQUOR/BEER/NON	609-49751-252	7,978.51
BEVERAGE WHOLESALERS	317242	03/08/2024	LIQUOR S/BEER	609-49751-252	2,398.70

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BEVERAGE WHOLESALERS	318216	03/21/2024	LIQUOR S/BEER/NON ALCOH	609-49751-252	4,146.00
BEVERAGE WHOLESALERS	318216-C	03/21/2024	LIQUOR S/BEER	609-49751-252	-24.60
BEVERAGE WHOLESALERS	319249	03/25/2024	LIQUOR S/BEER/NON ALCHOL	609-49751-252	7,827.25
DOLL DISTRIBUTING, LLC	1451011	03/08/2024	LIQUOR S/LIQUOR/BEER/NON	609-49751-253	67.20
DOLL DISTRIBUTING, LLC	1456082	03/08/2024	LIQUOR S/MERCHANDISE	609-49751-253	33.60
SOUTHERN GLAZER'S OF MN	2450619	03/07/2024	LIQUOR S/WINE/FREIGHT	609-49751-253	261.60
SOUTHERN GLAZER'S OF MN	2453324	03/08/2024	LIQUOR S/WINE/FREIGHT	609-49751-253	416.40
SOUTHERN GLAZER'S OF MN	2456188	03/21/2024	LIQUOR S/LIQUOR/WINE	609-49751-253	74.61
SOUTHERN GLAZER'S OF MN	2458968	03/25/2024	LIQUOR S/WINE/FREIGHT	609-49751-253	339.00
ROUND LAKE VINEYARDS & W	4096	03/08/2024	LIQUOR S/WINE	609-49751-253	150.00
SOUTHERN GLAZER'S OF MN	9556640	03/21/2024	LIQUOR S/WINE	609-49751-253	-24.00
SOUTHERN GLAZER'S OF MN	2453323	03/08/2024	LIQUOR S/SOFT DRINKS & MI	609-49751-254	27.00
HOME CITY ICE COMPANY	6738241014	03/25/2024	LIQUOR S/ICE/FREIGHT	609-49751-257	167.80
DOLL DISTRIBUTING, LLC	1451011	03/08/2024	LIQUOR S/LIQUOR/BEER/NON	609-49751-259	127.95
DOLL DISTRIBUTING, LLC	1456082	03/08/2024	LIQUOR S/MERCHANDISE	609-49751-259	64.30
BEVERAGE WHOLESALERS	316161	03/08/2024	LIQUOR S/LIQUOR/BEER/NON	609-49751-259	-11.16
BEVERAGE WHOLESALERS	318216	03/21/2024	LIQUOR S/BEER/NON ALCOH	609-49751-259	94.00
BEVERAGE WHOLESALERS	319249	03/25/2024	LIQUOR S/BEER/NON ALCHOL	609-49751-259	62.60
SCHRAMEL LAW OFFICE	FEB 2024	03/19/2024	LEGAL FEE/LIQUOR S	609-49751-304	420.00
BREAKTHRU BEVERAGE MN	114723072	03/21/2024	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	3.70
BREAKTHRU BEVERAGE MN	114824584	03/21/2024	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	16.65
SOUTHERN GLAZER'S OF MN	2450618	03/07/2024	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	30.75
SOUTHERN GLAZER'S OF MN	2450619	03/07/2024	LIQUOR S/WINE/FREIGHT	609-49751-333	10.25
SOUTHERN GLAZER'S OF MN	2453322	03/08/2024	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	16.40
SOUTHERN GLAZER'S OF MN	2453323	03/08/2024	LIQUOR S/SOFT DRINKS & MI	609-49751-333	2.05
SOUTHERN GLAZER'S OF MN	2453324	03/08/2024	LIQUOR S/WINE/FREIGHT	609-49751-333	14.35
SOUTHERN GLAZER'S OF MN	2458967	03/25/2024	LIQUOR S/LIQUOR/FREIGHT	609-49751-333	21.01
SOUTHERN GLAZER'S OF MN	2458968	03/25/2024	LIQUOR S/WINE/FREIGHT	609-49751-333	12.30
SOUTHERN GLAZER'S OF MN	5108596	03/08/2024	LIQUOR S/FREIGHT	609-49751-333	4.91
HOME CITY ICE COMPANY	6738241014	03/25/2024	LIQUOR S/ICE/FREIGHT	609-49751-333	7.50
KDOM RADIO	0229 2-29-2024	03/08/2024	LIQUOR S/ADVERTISING	609-49751-340	773.36
CITIZEN PUBLISHING CO	2-29-2024	03/08/2024	LIQUOR S/ADVERTISING	609-49751-340	3,082.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	609-49751-361	3,255.66
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	609-49751-361	6,219.96
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	609-49751-362	5,607.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	609-49751-365	291.20
HOMETOWN SANITATION SER	0000553273	03/07/2024	LIQUOR S/REFUSE DISPOSAL	609-49751-384	193.99
MN REVENUE	MARCH 2024	03/19/2024	SALES TAX	609-49751-460	37.97
				Activity 49751 - Liquor Store Total:	**62,672.20**
				Fund 609 - LIQUOR STORE Total:	**76,376.20**
Fund: 614 - TELECOM					
CITRUS COMMUNICATION, IN	10577	03/05/2024	TELECOM/EQUIPMENT	614-16400	3,217.71
INTERNAL REVENUE SERVICE	FEB-24 FINAL	03/15/2024	EXCISE TAX	614-20201	293.78
INTERNAL REVENUE SERVICE	MAR-25	03/15/2024	EXCISE TAX	614-20201	500.00
					4,011.49
Activity: 49870 - Telecom					
SW/WC SERVICE COOPERATIV	APR 2024	03/22/2024	EAP	614-49870-131	1.80
NCPERS MINNESOTA	844600022024	03/20/2024	INSURANCE	614-49870-133	80.00
NCPERS MINNESOTA	844600042024	03/08/2024	INSURANCE 04-01-24 - 04-30-	614-49870-133	80.00
AMAZON CAPITAL SERVICES, I	1369-T9NG-3CPD	03/12/2024	TELECOM/OPERATING SUPPLI	614-49870-217	320.60
AMAZON CAPITAL SERVICES, I	177F-JHNJ-LVTK	03/18/2024	TELECOM/UTILITY SYSTEM	614-49870-227	208.32
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Telecom	614-49870-227	12.38
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Telecom	614-49870-227	9.19
MN DEPT OF COMMERCE	1000051219	03/18/2024	TELECOM/LEGAL FEES	614-49870-304	177.97
BLOOSTON, MORDKOFSKY, DI	64579	03/15/2024	TELECOM/LEGAL FEES	614-49870-304	300.00
INTERSTATE TRS FUND	82580760075-0324	03/25/2024	514b OBILIGATION INTERSTAT	614-49870-304	2.05
INTERSTATE TRS FUND	82580760075-0324	03/25/2024	514a OBLIGATION TOTAL 499	614-49870-304	597.44
GOPHER STATE ONE CALL	4020847	03/11/2024	LOCATES	614-49870-321	5.73
INNOVATIVE SYSTEMS LLC	INV-16567	03/11/2024	POSTAGE	614-49870-322	256.18

Expense Approval Report **Payment Dates: 3/16/2024 - 3/28/2024**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INNOVATIVE SYSTEMS LLC	INV-16257	03/11/2024	DATA PROCESSING	614-49870-326	1,035.00
INNOVATIVE SYSTEMS LLC	INV-16257	03/11/2024	DATA PROCESSING	614-49870-326	1,733.26
INNOVATIVE SYSTEMS LLC	INV-16257	03/11/2024	DATA PROCESSING	614-49870-326	997.11
INNOVATIVE SYSTEMS LLC	INV-16567	03/11/2024	PROCESSING	614-49870-326	160.24
NEUSTAR, INC.	L-0000045992	03/15/2024	TELECOM/DATA PROCESSING	614-49870-326	1.25
KDOM RADIO	24020422	03/05/2024	TELECOM/ADVERTISING	614-49870-340	151.98
INNOVATIVE SYSTEMS LLC	INV-16567	03/11/2024	INSERTS	614-49870-350	75.74
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	614-49870-361	4,022.43
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	614-49870-362	7,125.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	614-49870-363	959.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	614-49870-365	291.20
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	614-49870-365	1,150.50
HOMETOWN SANITATION SER	0000553276	03/15/2024	TELECOM/REFUSE DISPOSAL	614-49870-384	105.00
KULSETH LAWN LANDSCAPE	4445	03/18/2024	TELECOM/MAINTENANCE - G	614-49870-406	210.00
CENTURY LINK	538697	03/20/2024	DIRECTORY LISTINGS	614-49870-441	278.14
CENTURY LINK	539782	03/20/2024	DIRECTORY LISTINGS	614-49870-441	278.14
CENTURY LINK	7242105D-D-24077	03/26/2024	CABS	614-49870-441	36.11
CENTURY LINK	LX017082024053	03/20/2024	DIRECTORY LISTINGS	614-49870-441	278.14
CONSOLIDATED COMMUNICA	03-01-24	03/15/2024	TELECOM/SUBSCRIBER FEES	614-49870-442	1,444.95
AZAR COMPUTER SOFTWARE	142559	03/15/2024	TELECOM/SUBSCRIBER FEES	614-49870-442	2,145.00
BIG TEN NETWORK, LLC	282126	03/12/2024	TELECOM/SUBSCRIBER FEES	614-49870-442	1,345.52
FOX TELEVISION STATIONS, LL	282127	03/12/2024	TELECOM/SUBSCRIBER FEES	614-49870-442	248.43
FOX TELEVISION STATIONS, LL	282128	03/12/2024	TELECOM/SUBSCRIBER FEES	614-49870-442	3,185.00
NEXSTAR BROADCASTING GR	559619	03/12/2024	TELECOM/SUBSCRIBER FEES	614-49870-442	219.51
CONSOLIDATED CALL CENTER	24861	03/15/2024	TELECOM/SWITCH FEES	614-49870-445	115.83
1623 FARNAM LLC	00009048	03/07/2024	TELECOM/INTERNET EXPENSE	614-49870-447	200.00
ZAYO GROUP, LLC	2024030027696	03/15/2024	TELECOM/INTERNET EXPENSE	614-49870-447	1,950.00
MANKATO NETWORKS, LLC	390103	03/12/2024	TELECOM/INTERNET EXPENSE	614-49870-447	427.50
MANKATO NETWORKS, LLC	390111	03/12/2024	TELECOM/INTERNET EXPENSE	614-49870-447	1,242.46
ZAYO GROUP, LLC	2024030002376	03/15/2024	TELECOM/CALL COMPLETION	614-49870-451	3,723.09
ONVOY, LLC dba INTELIQUENT	418734	03/15/2024	TELECOM/CALL COMPLETION	614-49870-451	3,161.49
ONVOY, LLC dba INTELIQUENT	419045	03/15/2024	TELECOM/CALL COMPLETION	614-49870-451	130.70
CENTURY LINK	MAR 16, 2024	03/26/2024	TELECOM/SERVICE 831-1075	614-49870-451	92.18
MN REVENUE	MARCH 2024	03/19/2024	SALES TAX	614-49870-460	792.94
				Activity 49870 - Telecom Total:	**41,364.50**
				Fund 614 - TELECOM Total:	**45,375.99**

Fund: 615 - ARENA

Activity: 49850 - Arena

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SW/WC SERVICE COOPERATIV	APR 2024	03/22/2024	EAP	615-49850-131	1.80
NCPERS MINNESOTA	844600022024	03/20/2024	INSURANCE	615-49850-133	32.00
NCPERS MINNESOTA	844600042024	03/08/2024	INSURANCE 04-01-24 - 04-30-	615-49850-133	32.00
AMAZON CAPITAL SERVICES, I	1WXG-XPRG-9Q9W	03/19/2024	ARENA/OPERATING SUPPLIES	615-49850-217	32.42
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Arena	615-49850-217	19.99
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	Arena	615-49850-217	-9.27
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	615-49850-361	893.82
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	615-49850-362	15,230.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	615-49850-363	369.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	615-49850-365	1,150.50
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	615-49850-365	291.20
HOMETOWN SANITATION SER	0000553277	03/07/2024	ARENA/REFUSE DISPOSAL	615-49850-384	178.99
US LBM OPERATING CO 3009	2362218	03/25/2024	ARENA/MAINTENANCE - OFFI	615-49850-404	57.17
US LBM OPERATING CO 3009	2364412	03/25/2024	ARENA/MAINTENANCE - OFFI	615-49850-404	187.80
US LBM OPERATING CO 3009	2364436	03/25/2024	ARENA/MAINTENANCE - OFFI	615-49850-404	104.92
MN REVENUE	MARCH 2024	03/19/2024	SALES TAX	615-49850-460	15.19
SW/WC SERVICE COOPERATIV	APR 2024	03/22/2024	EAP	615-49850-480	1.80
SW/WC SERVICE COOPERATIV	APRIL 2024	03/22/2024	HEALTH INSURANCE	615-49850-480	944.96
				Activity 49850 - Arena Total:	**19,534.29**
				Fund 615 - ARENA Total:	**19,534.29**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 617 - M/P CENTER					
MN REVENUE	MARCH 2024	03/19/2024	SALES TAX	617-20202	126.38
					126.38
Activity: 49860 - M/P Center					
SW/WC SERVICE COOPERATIV	APR 2024	03/22/2024	EAP	617-49860-131	1.80
NCPERS MINNESOTA	844600022024	03/20/2024	INSURANCE	617-49860-133	48.00
NCPERS MINNESOTA	844600042024	03/08/2024	INSURANCE 04-01-24 - 04-30-	617-49860-133	48.00
INDOFF, INC	3713248	03/12/2024	WCC/SUPPLIES	617-49860-200	38.49
RUNNINGS SUPPLY, INC	RUNNINGS FEB. 24	03/20/2024	M/P Building	617-49860-200	12.99
CITIZEN PUBLISHING CO	2-29-24	03/25/2024	ADVERTISING	617-49860-340	885.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	617-49860-361	1,005.43
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	617-49860-362	11,676.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	617-49860-363	123.00
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	617-49860-365	199.04
HOMETOWN SANITATION SER	0000553278	03/07/2024	WCC/REFUSE DISPOSAL	617-49860-384	172.99
SCHWICKERT'S TECTA AMERIC	S510113747	03/19/2024	WCC/ROOF REPAIR	617-49860-402	755.67
MN REVENUE	MARCH 2024	03/19/2024	SALES TAX	617-49860-460	483.61
FRANKS SHOE REPAIR	0043818	03/18/2024	WCC/REPAIR STEPS INFLATAB	617-49860-480	184.23
				Activity 49860 - M/P Center Total:	**15,634.25**
				Fund 617 - M/P CENTER Total:	**15,760.63**
Fund: 651 - RIVERLBUFF TOWNHOMES					
Activity: 46520 - EDA					
LEAGUE OF MN CITIES	02-22-24	03/19/2024	PROPERTY/CASUALTY COVERA	651-46520-480	7,114.00
				Activity 46520 - EDA Total:	**7,114.00**
				Fund 651 - RIVERLBUFF TOWNHOMES Total:	**7,114.00**
Fund: 700 - PAYROLL					
Internal Revenue Service-Payr	INV0002416	03/22/2024	Federal Tax Withholding	700-21701	12,777.57
MN Department of Revenue -	INV0002417	03/22/2024	State Withholding	700-21702	6,364.94
Internal Revenue Service-Payr	INV0002416	03/22/2024	Social Security	700-21703	15,586.50
MN Pera	INV0002414	03/22/2024	PERA	700-21704	740.58
MN Pera	INV0002414	03/22/2024	PERA	700-21704	16,496.05
MN Pera	INV0002414	03/22/2024	PERA	700-21704	459.36
MN Pera	INV0002414	03/22/2024	PERA	700-21704	9,518.88
MN State Deferred	INV0002415	03/22/2024	Deferred Compensation	700-21705	5,715.00
MN State Deferred	INV0002415	03/22/2024	Deferred Roth	700-21705	1,302.00
NECA IBEW FAMILY MEDICAL	APRIL 2024	03/07/2024	INSURANCE	700-21706	44,856.00
SW/WC SERVICE COOPERATIV	APRIL 2024	03/22/2024	HEALTH INSURANCE	700-21706	37,921.98
LOCAL UNION #949	MARCH 2024	03/18/2024	UNION DUES	700-21707	1,837.54
LAW ENFORCEMENT LABOR S	MARCH 2024	03/18/2024	POLICE/UNION DUES	700-21708	493.50
Internal Revenue Service-Payr	INV0002416	03/22/2024	Medicare Withholding	700-21711	4,558.98
WEX Health Inc	3-16-2024	03/16/2024	FLEX SPENDING	700-21712	150.00
WEX Health Inc	3-19-2024	03/19/2024	FLEX SPENDING	700-21712	55.00
WEX Health Inc	3-20-2024	03/20/2024	FLEX SPENDING	700-21712	33.59
WEX Health Inc	3-21-2024	03/21/2024	FLEX SPENDING	700-21712	11.10
WEX Health Inc	3-21-24	03/21/2024	FLEX SPENDING	700-21712	2,075.70
WEX Health Inc	3-24-2024	03/24/2024	FLEX SPENDING	700-21712	39.21
AFLAC	339290	03/20/2024	INSURANCE/MARCH-24	700-21715	499.73
AFLAC	339290	03/20/2024	INSURANCE/MARCH-24	700-21716	704.23
MN BENEFIT ASSOCIATION	2024-0250451	03/19/2024	INSURANCE	700-21717	5.84
NCPERS MINNESOTA	844600022024	03/20/2024	INSURANCE	700-21718	16.00
NCPERS MINNESOTA	844600042024	03/08/2024	INSURANCE 04-01-24 - 04-30-	700-21718	16.00
MN BENEFIT ASSOCIATION	2024-0250451	03/19/2024	INSURANCE	700-21719	668.36
WEX Health Inc	INV0002413	03/22/2024	VEBA Employer Contribution	700-21720	1,696.61
WEX Health Inc	INV0002412	03/22/2024	HSA Employer Contribution	700-21722	997.79
WEX Health Inc	INV0002411	03/22/2024	HSA Employee Contribution	700-21723	446.32
					166,044.36
				Fund 700 - PAYROLL Total:	**166,044.36**
				Grand Total:	**1,067,489.04**

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	120,785.05
211 - LIBRARY	6,633.63
225 - AIRPORT	13,768.50
230 - POOL	4,040.15
235 - AMBULANCE	13,936.68
250 - EDA GENERAL	170,780.60
601 - WATER	24,207.37
602 - SEWER	38,861.23
604 - ELECTRIC	344,270.36
609 - LIQUOR STORE	76,376.20
614 - TELECOM	45,375.99
615 - ARENA	19,534.29
617 - M/P CENTER	15,760.63
651 - RIVERLBUFF TOWNHOMES	7,114.00
700 - PAYROLL	166,044.36
Grand Total:	**1,067,489.04**

Account Summary

Account Number	Account Name	Payment Amount
100-20191	Unapplied Cash	153.51
100-20202	Sales Tax Payable	23,991.26
100-41110-304	Legal Fees	435.00
100-41110-350	Printing & Design	621.30
100-41110-365	Insurance - Misc	643.00
100-41110-480	Other Miscellaneous	131.75
100-41110-491	Payments to Other Orga	2,750.87
100-41310-131	Employer Paid Insurance	5.40
100-41310-133	Employer Paid Insurance	208.00
100-41310-200	Office Supplies	439.21
100-41310-217	Other Operating Supplie	144.25
100-41310-301	Auditing & Consulting Se	600.00
100-41310-304	Legal Fees	120.00
100-41310-331	Travel Expense	102.35
100-41310-361	Insurance - General Liabi	782.80
100-41310-365	Insurance - Misc	922.20
100-41910-133	Employer Paid Insurance	16.00
100-41910-200	Office Supplies	1.80
100-41910-304	Legal Fees	240.00
100-41910-350	Printing & Design	1,134.70
100-41910-365	Insurance - Misc	550.20
100-41940-362	Insurance - Property	5,238.00
100-41940-384	Refuse Disposal	114.99
100-42120-131	Employer Paid Insurance	14.40
100-42120-133	Employer Paid Insurance	288.00
100-42120-200	Office Supplies	493.19
100-42120-304	Legal Fees	12,000.00
100-42120-321	Telephone	652.68
100-42120-323	Radio Units	108.00
100-42120-326	Data Processing	398.00
100-42120-334	Meals/Lodging	12.28
100-42120-361	Insurance - General Liabi	20,701.35
100-42120-363	Insurance - Automotive	7,103.00
100-42120-364	Insurance - Worker's Co	130.83
100-42120-365	Insurance - Misc	395.20
100-42120-412	Rentals - Building	4,100.00
100-42120-419	Vehicle Lease	2,513.33
100-42120-433	Dues & Subscriptions	60.00

Account Summary

Account Number	Account Name	Payment Amount
100-42220-215	Materials & Equipment	42.95
100-42220-217	Other Operating Supplie	7.99
100-42220-331	Travel Expense	70.35
100-42220-334	Meals/Lodging	53.07
100-42220-361	Insurance - General Liabi	1,109.80
100-42220-362	Insurance - Property	4,499.40
100-42220-363	Insurance - Automotive	1,762.00
100-42220-365	Insurance - Misc	1,441.70
100-42220-384	Refuse Disposal	46.00
100-42220-404	Repairs & Maint - M&E	407.73
100-43100-131	Employer Paid Insurance	1.80
100-43100-133	Employer Paid Insurance	160.00
100-43100-218	Uniforms	111.99
100-43100-241	Small Tools	561.65
100-43100-361	Insurance - General Liabi	1,518.04
100-43100-362	Insurance - Property	2,212.00
100-43100-363	Insurance - Automotive	2,270.00
100-43100-365	Insurance - Misc	1,531.70
100-43100-384	Refuse Disposal	116.99
100-45120-361	Insurance - General Liabi	217.57
100-45202-133	Employer Paid Insurance	32.00
100-45202-361	Insurance - General Liabi	444.05
100-45202-362	Insurance - Property	11,380.00
100-45202-363	Insurance - Automotive	376.00
100-45202-365	Insurance - Misc	1,441.70
100-45202-384	Refuse Disposal	282.90
100-45202-404	Repairs & Maint - M&E	276.30
100-45202-405	Repairs & Maint - Vehicl	11.27
100-45202-406	Repairs & Maint - Groun	81.25
211-45501-133	Employer Paid Insurance	32.00
211-45501-361	Insurance - General Liabi	611.43
211-45501-362	Insurance - Property	5,699.00
211-45501-365	Insurance - Misc	291.20
225-45127-321	Telephone	27.50
225-45127-361	Insurance - General Liabi	210.92
225-45127-362	Insurance - Property	10,226.00
225-45127-365	Insurance - Misc	1,146.00
225-45127-402	Repairs & Maint - Struct	2,158.08
230-45124-216	Chemicals and Chemical	40.00
230-45124-361	Insurance - General Liabi	317.15
230-45124-365	Insurance - Misc	3,683.00
235-42153-131	Employer Paid Insurance	1.80
235-42153-133	Employer Paid Insurance	32.00
235-42153-261	Other Merchandise-Med	1,829.14
235-42153-312	Nursing	3,045.00
235-42153-334	Meals/Lodging	199.35
235-42153-361	Insurance - General Liabi	885.33
235-42153-362	Insurance - Property	2,999.60
235-42153-363	Insurance - Automotive	1,965.00
235-42153-365	Insurance - Misc	291.20
235-42153-384	Refuse Disposal	45.99
235-42153-404	Repairs & Maint - M&E	195.00
235-42153-405	Repairs & Maint - Vehicl	1,221.49
235-42153-406	Repairs & Maint - Groun	1,225.78
250-46520-133	Employer Paid Insurance	48.00
250-46520-200	Office Supplies	1.79
250-46520-301	Auditing & Consulting Se	285.00
250-46520-304	Legal Fees	360.00

Account Summary

Account Number	Account Name	Payment Amount
250-46520-350	Printing & Design	1,790.00
250-46520-362	Insurance - Property	755.00
250-46520-365	Insurance - Misc	915.31
250-46520-439	Special Projects	166,487.50
250-46520-480	Other Miscellaneous	138.00
601-49400-131	Employer Paid Insurance	1.80
601-49400-133	Employer Paid Insurance	96.00
601-49400-310	Lab Testing	77.50
601-49400-321	Telephone	5.74
601-49400-322	Postage	256.18
601-49400-326	Data Processing	1,544.36
601-49400-350	Printing & Design	75.74
601-49400-361	Insurance - General Liabi	2,004.28
601-49400-362	Insurance - Property	15,229.00
601-49400-363	Insurance - Automotive	512.00
601-49400-365	Insurance - Misc	1,441.70
601-49400-384	Refuse Disposal	119.98
601-49400-386	Landfill	1,530.00
601-49400-404	Repairs & Maint - M&E	326.35
601-49400-408	Repairs & Maint - Distrib	39.98
601-49400-480	Other Miscellaneous	946.76
602-49450-133	Employer Paid Insurance	64.00
602-49450-310	Lab Testing	1,401.60
602-49450-321	Telephone	5.74
602-49450-322	Postage	256.17
602-49450-326	Data Processing	1,544.37
602-49450-350	Printing & Design	75.74
602-49450-361	Insurance - General Liabi	7,291.43
602-49450-362	Insurance - Property	20,690.00
602-49450-363	Insurance - Automotive	1,000.00
602-49450-365	Insurance - Misc	1,441.70
602-49450-404	Repairs & Maint - M&E	5,090.48
604-14200	Inventory	2,788.36
604-16200	Buildings	3,262.98
604-16480	CIP-Const in Progress	15,602.48
604-22000	Prepayments	2,400.00
604-49550-131	Employer Paid Insurance	1.80
604-49550-133	Employer Paid Insurance	176.00
604-49550-200	Office Supplies	781.96
604-49550-241	Small Tools	724.52
604-49550-263	Merchandise for Resale -	264,983.81
604-49550-304	Legal Fees	150.00
604-49550-321	Telephone	5.74
604-49550-322	Postage	256.18
604-49550-326	Data Processing	2,928.50
604-49550-331	Travel Expense	102.00
604-49550-350	Printing & Design	75.74
604-49550-361	Insurance - General Liabi	9,527.40
604-49550-362	Insurance - Property	27,928.00
604-49550-363	Insurance - Automotive	3,166.00
604-49550-365	Insurance - Misc	1,441.70
604-49550-384	Refuse Disposal	117.98
604-49550-402	Repairs & Maint - Struct	224.08
604-49550-404	Repairs & Maint - M&E	56.95
604-49550-408	Repairs & Maint - Distrib	435.32
604-49550-410	Repairs & Maint - Gener	673.89
604-49550-433	Dues & Subscriptions	166.59
604-49550-450	Conservation	5,686.73

Account Summary

Account Number	Account Name	Payment Amount
604-49550-460	Miscellaneous Taxes	605.65
609-20202	Sales Tax Payable	13,704.00
609-49751-131	Employer Paid Insurance	1.80
609-49751-133	Employer Paid Insurance	64.00
609-49751-217	Other Operating Supplie	200.00
609-49751-251	Liquor	8,846.27
609-49751-252	Beer	31,688.22
609-49751-253	Wine	1,318.41
609-49751-254	Soft Drinks & Mix	27.00
609-49751-257	Ice	167.80
609-49751-259	Non- Alcholic	337.69
609-49751-304	Legal Fees	420.00
609-49751-333	Freight and Express	139.87
609-49751-340	Advertising & Promotion	3,855.36
609-49751-361	Insurance - General Liabi	9,475.62
609-49751-362	Insurance - Property	5,607.00
609-49751-365	Insurance - Misc	291.20
609-49751-384	Refuse Disposal	193.99
609-49751-460	Miscellaneous Taxes	37.97
614-16400	Machinery & Equipment	3,217.71
614-20201	Excise Tax Payable	793.78
614-49870-131	Employer Paid Insurance	1.80
614-49870-133	Employer Paid Insurance	160.00
614-49870-217	Other Operating Supplie	320.60
614-49870-227	Utility System Maint Sup	229.89
614-49870-304	Legal Fees	1,077.46
614-49870-321	Telephone	5.73
614-49870-322	Postage	256.18
614-49870-326	Data Processing	3,926.86
614-49870-340	Advertising & Promotion	151.98
614-49870-350	Printing & Design	75.74
614-49870-361	Insurance - General Liabi	4,022.43
614-49870-362	Insurance - Property	7,125.00
614-49870-363	Insurance - Automotive	959.00
614-49870-365	Insurance - Misc	1,441.70
614-49870-384	Refuse Disposal	105.00
614-49870-406	Repairs & Maint - Groun	210.00
614-49870-441	Transmission Fees	870.53
614-49870-442	Subscriber Fees	8,588.41
614-49870-445	Switch Fees	115.83
614-49870-447	Internet Expense	3,819.96
614-49870-451	Call Completion	7,107.46
614-49870-460	Miscellaneous Taxes	792.94
615-49850-131	Employer Paid Insurance	1.80
615-49850-133	Employer Paid Insurance	64.00
615-49850-217	Other Operating Supplie	43.14
615-49850-361	Insurance - General Liabi	893.82
615-49850-362	Insurance - Property	15,230.00
615-49850-363	Insurance - Automotive	369.00
615-49850-365	Insurance - Misc	1,441.70
615-49850-384	Refuse Disposal	178.99
615-49850-404	Repairs & Maint - M&E	349.89
615-49850-460	Miscellaneous Taxes	15.19
615-49850-480	Other Miscellaneous	946.76
617-20202	Sales Tax Payable	126.38
617-49860-131	Employer Paid Insurance	1.80
617-49860-133	Employer Paid Insurance	96.00
617-49860-200	Office Supplies	51.48

Account Summary

Account Number	Account Name	Payment Amount
617-49860-340	Advertising & Promotion	885.00
617-49860-361	Insurance - General Liabi	1,005.43
617-49860-362	Insurance - Property	11,676.00
617-49860-363	Insurance - Automotive	123.00
617-49860-365	Insurance - Misc	199.04
617-49860-384	Refuse Disposal	172.99
617-49860-402	Repairs & Maint - Struct	755.67
617-49860-460	Miscellaneous Taxes	483.61
617-49860-480	Other Miscellaneous	184.23
651-46520-480	Other Miscellaneous	7,114.00
700-21701	Federal Withholding	12,777.57
700-21702	State Withholding	6,364.94
700-21703	FICA Tax Withholding	15,586.50
700-21704	PERA Contributions	27,214.87
700-21705	Retirement	7,017.00
700-21706	Medical Insurance	82,777.98
700-21707	Union Dues	1,837.54
700-21708	PD Union Dues	493.50
700-21711	Medicare Tax Withholdi	4,558.98
700-21712	Flex Account	2,364.60
700-21715	Individual Insurance-Afla	499.73
700-21716	Individual Insurance-Afla	704.23
700-21717	Individual Insurance-MB	5.84
700-21718	Individual Insurance-NC	32.00
700-21719	Individual Insurance-MB	668.36
700-21720	VEBA Contributions	1,696.61
700-21722	HSA Contribution	997.79
700-21723	HSA Employee Contribu	446.32
	Grand Total:	**1,067,489.04**

Project Account Summary

Project Account Key		Payment Amount
None		1,067,489.04
	Grand Total:	**1,067,489.04**

Donna Thelen
3/28/24

Alcohol & Gambling Enforcement

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization	Date organized	Tax exempt number
Windom Chamber of commerce	5-15-24	41-0759873

Address	City	State	Zip Code
303 9th St.	Windom	MN	56101

Name of person making application	Business phone	Home phone
Darci Jones	507-831-2752	

Date(s) of event: 5-15-24

Type of organization: ☐ Club ☐ Charitable ☐ Religious ☐ Other non-profit

Organization officer's name	City	State	Zip Code
Amy Leopold	Windom	MN	
		MN	
		MN	
		MN	

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

Leading Edge Credit Union - Business After Hours

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

NO

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

Bank Midwest, $125.00

MN Joint Underwriting Assoc. - $50,000/$100,000

APPROVAL

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

City or County approving the license: City of Windom

Date Approved: April 2, 2024

Fee Amount: $25.00

Permit Date: May 15, 2024

Date Fee Paid: March 21, 2024

City or County E-mail Address: denise.nichols@windommn.com

City or County Phone Number: 507-832-8652

Signature City Clerk or County Official: Steven Nasby City Administrator

Approved Director Alcohol and Gambling Enforcement:

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

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

RESOLUTION #2024-

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

2024 NATIONAL LIBRARY WEEK PROCLAMATION

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey; and

WHEREAS, libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status; and

WHEREAS, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve; and

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals; and

WHEREAS, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth; and

WHEREAS, libraries make choices that are good for the environment and make sense economically, creating thriving communities for a better tomorrow; and

WHEREAS, libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding both physical and digital resources for present and future generations; and

WHEREAS, libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the week of April 7-13, 2024, is proclaimed National Library Week. All residents are encouraged to visit their library and celebrate the adventures and opportunities they unlock for us every day. Ready, Set, Library!

Adopted by the Council this 2nd day of April, 2024.

____
Dominic Jones, Mayor

Attest:____________________________
Steve Nasby, City Administrator

RESOLUTION #2024-

INTRODUCED:

SECONDED:

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

AUTHORIZATION TO ACCEPT A DONATION FROM WINDOM FIRE DEPARTMENT RELIEF ASSOCIATION FOR THE WINDOM FIRE DEPARTMENT

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

WHEREAS, the Windom Fire Department Relief Association is a supporter of the City of Windom and the Windom Fire Department; and

WHEREAS, the Windom Fire Department has received a donation from the Windom Fire Department Relief Association of a custom 2024 Gale Marine 18' Mud Boat with a 40HP Pro Drive Mud Motor valued at $37,724.88.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the of a custom 2024 Gale Marine 18' Mud Boat with a 40HP Pro Drive Mud Motor valued at $37,724.88 from the Windom Fire Department Relief.

Adopted by the Council this 2nd day of April, 2024.

____
Dominic Jones, Mayor

Attest:________________________
Steven Nasby, City Administrator

WINDOM FIRE DEPARTMENT

938 5TH Avenue
WINDOM MN.56101

To: The City of Windom:

On behalf of the Windom Firemen's Relief Association we would like to donate a Custom 2024 Gale Marine 18' Mud Boat with a 40HP Pro Drive Mud Motor to the Windom Fire Department to be used for water rescue by the Windom Fire Department Members.

We formed a boat committee in January of 2023 to start researching our needs for a new boat for the fire department. The committee early on decided that we need a different kind of boat, with all of the slough, shallow waters and the river in our area. We started looking into boats that we could use in these areas as well as on the lakes and we came across the mud boats. We contacted many different mud boat builders and found Gale Marine in Galesville Wisconsin. In July of 2023 we went for a tour out to Gale Marine, meet with their team and builders to discuss our thoughts and needs for a mud boat. We got many great ideas from them and they also gave us a ride on a mud boat to show us what we could do with this style of boat and how it would be beneficial to our department.

We started to design our boat came up with our final design of the boat after a few different versions of it. We sent our design and specs out for bids. The only company that could give us everything that we design into this boat was Gale Marine. In August 2023 we placed our order with Gale Marine.

February 2024 Gale Marine contacted us to tell us our boat was completed and ready for pick up, so we made a trip to bring our boat to Windom. Once we got the boat to town we still had a few things to do to it to get it ready for service. We add emergency lights, scene lights, smart charger, lettering, handheld spot lights, rescue line throw bags, spare propeller, and boat paddles to the boat to finish it off and now it's ready for service.

The custom mud boat with all of the features the fire department needed on this boat has a value of $37,724.88. We ask you to accept this donation from the Windom Firemen's Relief Association.

If you have any questions in regards to this feel free to contact me.

Ben Derickson
Windom Fire Chief
507-832-8688
507-920-9003
WFD55@windommn.com


MN 3474 XY
WINDOM FIRE DEPARTMENT
GALE MARINE
GALE MARINE
GALEMARINE.COM

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: Kjell Turner, Windom Fire Relief Association
DATE: March 12, 2024
RE: Benefit Increase Request
DEPT: Fire
CONTACT: Ben Derickson, Fire Chief

Recommendations/Options/Action Requested

The Windom Fire Relief Association requests that the City Council take the following action:

1. Authorization to increase the annual benefit from $3,000 to $3,300 per firefighter per year of service.

Issue Summary/Background

The Windom Fire Department Relief Association wishes to raise the retirement benefit from $3,000 per year of service to $3,300 per year of service. The last change for the Windom Relief Association was in 2021. Our investments have done well and presently have more than enough to cover the increase.

The City Administrator provided some communities that have previously been used for labor study comparisons. These communities' Firefighter pension amounts are as follows plus three other communities the Relief Association included.

City	Active Members	Municipal Contributions	Annual Benefit
Luverne	31	$15,000	$2,500
Morris	33	$0	$2,250
Cannon Falls	28	$0	$2,700
Sauk Center	28	$8,000	$2,550
St. James	30	$0	$2,375
Montevideo	31	$9,425	$3,150
Litchfield	31	$0	$2,400

One thing to note is that these numbers are 2 years old as this is the latest report available.

Marshall is currently paying $5,807 and Redwood Falls is paying $3,300. Another comparison but with much the smaller towns of Cass Lake at $3,500.

Fiscal Impact

Also, even with this proposed change from $3,000 to $3,300 we would still be under the amount need to fund all needs without having a shortfall.

Attachments

1. None.

STATE OF MINNESOTA
OFFICE OF THE STATE AUDITOR

JULIE BLAHA
STATE AUDITOR

SUITE 500
525 PARK STREET
SAINT PAUL, MN 55103-2139

(651) 296-2551 (Voice)
(651) 296-4755 (Fax)
state.auditor@osa.state.mn.us (E-mail)
1-800-627-3529 (Relay Service)

Statement of Position
Considerations When Making Benefit Changes

Benefit level changes can be made at any time during the year, and can be changed more than once during a year. However, benefit level changes can only be made for future benefit payments because relief associations do not have authority to make benefit changes retroactive. For example, a relief association could adopt a benefit level change in November and specify that it becomes effective on January 1 of the upcoming year. A relief association cannot adopt a benefit level change in March, and specify that the change became effective retroactively, back on January 1.

Step 1: Determine the Maximum Allowable Benefit Level

When establishing an annual benefit level, relief associations must choose an amount that does not exceed the maximum benefit level amount authorized under State law. A relief association cannot increase its benefit level to an amount above the applicable maximum, even if municipal approval of the increase is obtained. The penalties for paying a service pension at a rate higher than the applicable maximum level are severe and include disqualification from receiving fire state aid.[1]

State law requires that relief associations annually calculate the maximum benefit level allowable for each year.[2] The Office of the State Auditor (OSA) provides relief associations with a form titled the Maximum Benefit Worksheet to assist in preparing this calculation.[3] A relief association's maximum allowable benefit level for a given year is derived from a formula which is based on the association's fire state aid, municipal contributions received, the surplus amount (if any), and the number of active members.

Step 2: Run Financial Projections

Relief associations should understand the long-term impact a potential benefit level change could have on the association's funded status and financial requirements before adopting the change.

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[1] *See* Minn. Stat. § 424A.02, subd. 3a.
[2] *See* Minn. Stat. § 424A.02, subd. 3.
[3] For more information about calculating maximum benefit levels, see the Office of the State Auditor's Statement of Position titled "Maximum Benefit Levels."

Reviewed: March 2020 2012-2001
Revised: July 2014

Defined-Benefit Lump-Sum Pensions

Relief associations that pay defined-benefit lump-sum pensions can use the OSA's Schedule Form to run projections. If your relief association's Maximum Benefit Worksheet shows that the maximum allowable benefit level is $1,000 per year of service, the relief association can then use the Schedule Form to run projections using benefit levels at or below $1,000 per year. Enter a benefit level on page one of the Schedule Form, and the Form automatically calculates the accrued liabilities and projected asset amounts, and the amount of any city or town contributions that would be required during the upcoming year to support the potential benefit level change. Relief associations may also seek assistance from their accountants or actuaries to project the effect that proposed benefit levels could have on an association's finances for several years into the future. Performing these calculations will help relief associations and their affiliated municipalities understand the potential costs of a proposed benefit level.

Defined-Benefit Monthly Pensions

Relief associations that pay or offer defined-benefit monthly pensions should work with their actuary to project the effect that proposed benefit levels would have on an association's finances. The financial requirements for relief associations that offer or pay monthly pensions are calculated differently than the financial requirements for associations that pay only lump-sum pensions. Consequently, using the Schedule Form to run projections will result in inaccurate results for monthly plans.

Step 3: Relief Association Board Approval

If a relief association's board of trustees (Board) determines that a benefit change is appropriate after calculating the association's maximum allowable benefit level and running financial projections, the change needs to be officially approved during a meeting of the Board. Relief associations should follow the amendment procedures set forth in their bylaws and Open Meeting Law requirements when making a benefit level change.

Step 4: Municipal Ratification

The next step in making a pension benefit level change is to seek municipal ratification of that change.[4] Municipal ratification of a benefit level change is usually required before the new benefit level becomes effective.[5] Relief associations should provide a bylaw amendment containing the benefit level change approved by the relief association Board to the city council or town board for ratification. The city council or town board can

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[4] A relief association affiliated with an independent nonprofit firefighting corporation should seek ratification of any bylaw changes from the corporation. If the corporation ratifies the change, the corporation assumes responsibility for fully funding the approved benefit levels.
[5] *See* Minn. Stat. § 424A.02, subd. 10.

choose to ratify the benefit level change or choose not to ratify the change. Once the bylaws containing the benefit level change are ratified by the municipality, the benefit level is guaranteed by the municipality and the municipality assumes responsibility for ensuring the special fund has sufficient assets to cover approved benefit levels.[6]

Step 5: Submit Amended Bylaws and Approvals

Copies of the amended bylaws, relief association Board approval, and municipal ratification should be maintained for the relief association's records. In addition, the amended bylaws and copies of the Board and municipal ratification should be submitted to the OSA.

[6] For more information about municipal ratification of benefit levels and required municipal contributions, see the Office of the State Auditor's Statement of Position titled "Required Municipal Contributions to Volunteer Fire Relief Associations."

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:	ANDY SPIELMAN, BUILDING & ZONING OFFICIAL
CC MEETING DATE:	APRIL 2, 2024
RE:	PROPOSED NEW ORDINANCE – AMENDING CITY CODE SECTIONS **and** TITLE & SUMMARY (For Publication)
DEPT:	BUILDING & ZONING
CONTACT:	ANDY SPIELMAN (andrew.spielman@windommn.com) (507-832-8660)

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action regarding a proposed new ordinance:

1. Approve, by Motion, the second reading of **Ordinance No. 198, 2nd Series** amending existing sections of City Code as recommended by the Planning Commission and approved by City Attorney.

2. Approve, by Motion, the proposed Title & Summary for Ordinance No. 198, 2nd Series for publication, in lieu of publishing the entire ordinance, **by at least a 4/5 vote of the Council.**

Issue Summary/Background

In summary, the purpose of Ordinance No. 198, 2nd Series is to amend specific Sections and Subsections in the City Code covering "Rental Housing". The Subsections proposed for amendment included clarifying a definition, removing an exemption from rental housing inspections for properties under state and federal inspections, removing an exemption from rental housing inspections for alternating renewal license periods, and removing the minimal renewal fee provision concerning alternating renewal license periods.

The City Council approved the first reading of Ordinance No. 198, 2nd Series on March 19, 2024. No changes were requested by the City Council at the March 19th Meeting. The second reading is scheduled for April 2, 2024. At that time, the ordinance can be adopted.

Due to the cost for publication of lengthy ordinances, there is a provision in State Law which allows cities to publish a title and summary of an ordinance. A proposed Title and Summary has been prepared and approved by the City Attorney.

Pursuant to State law, the Council needs to **approve the text of the summary and determine that it clearly informs the public of the intent and effect of the ordinance.** ***Approval of the Title and Summary requires a 4/5 vote of the Council.***

Fiscal Impact

There should be no fiscal impact to the City.

Attachments

1. Ordinance No. 198, 2nd Series
2. Title & Summary of Ordinance No. 198, 2nd Series.

AWS:mah

ORDINANCE NO. 198, 2^{ND} SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA, ADDING NEW LANGUAGE AND DELETING CERTAIN EXISTING CITY CODE SUBSECTIONS

THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, ORDAINS:

WHEREAS, the Rental Housing Ordinance was adopted in 2017. Following implementation of the Ordinance, City Staff recommends that language be added to clarify a definition and that certain relicensing provisions be deleted.

NOW, THEREFORE, THE CITY OF WINDOM, MINNESOTA, HEREBY AMENDS THE CITY CODE OF THE CITY OF WINDOM BY ADOPTING REVISIONS TO THE FOLLOWING CODE SECTIONS:

City Code Sections 150.50 through 150.99 set forth the City's Rental Housing ordinance.

1. **City Code Section 150.52** is amended by adding the following clarification to the definition of "*Rental Unit or Rental Housing Unit*":

RENTAL UNIT *or* ***RENTAL HOUSING UNIT.*** Any dwelling unit rented or offered for rent by any person or entity to any other person or persons for use for residential purposes. ***RENTAL UNIT*** does not include rooms or units in rest homes, convalescent homes, nursing homes, hotels, motels, dormitories or facilities licensed by the State of Minnesota as institutional occupancies, such as jails, penitentiaries, reformatories, or detention facilities.

2. **City Code Section 150.56**, entitled **"Inspections"**, is amended by deleting Subsection 150.56(I)(1) and Subsection 150.56(I)(4) in their entirety as set forth below.

§ 150.56 INSPECTIONS.

(I) *Exemptions from rental inspections.*

~~(1) Properties that are under state or federal inspections are exempt from the provisions of this subchapter and from rental inspections by the City.~~

....

~~(4) A property owner may be entitled to an exemption from rental inspections on a specific property for alternate renewal rental license periods if all of the following criteria are met:~~

~~(a) The specific property received passing inspections for the initial license period and the consecutive first license renewal period.~~

~~(b) The City has not received any complaints which have led to required work orders or repairs on the specific property.~~

~~(c) The property owner must file for the exemption at the time of the license renewal application for the specific property.~~

~~(d) Exemptions are for properties only and will not be issued for individual rental units.~~

3. **City Code Section 150.57**, entitled **"License and Inspection Fees"**, is amended by deleting Subsection 150.57(D) in its entirety as set forth below.

§ 150.57 LICENSE AND INSPECTION FEES.

....

~~(D) Properties exempt from renewal inspections for alternating renewal license periods, as provided herein, will be charged a minimum renewal fee for each license period exempt from a rental inspection.~~

* *

THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, FURTHER ORDAINS that all other existing provisions set forth in City Code Sections 150.50 through 150.99 shall remain in full force and effect.

* *

THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, FURTHER ORDAINS:

This ordinance, or an approved Title and Summary of this ordinance, shall be published in the COTTONWOOD COUNTY CITIZEN and this ordinance shall be effective immediately upon publication.

ADOPTED AND PASSED by the City Council of the City of Windom, Minnesota, this 2nd day of April, 2024.

____
Dominic Jones, Mayor

ATTEST:

____
Steven Nasby, City Administrator

1st Reading:	March 19, 2024
2nd Reading:	April 2, 2024
Adoption:	April 2, 2024
Published:	April 10, 2024

TITLE AND SUMMARY
OF
ORDINANCE NO. 198, 2ND SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA, AMENDING CERTAIN EXISTING CITY CODE SECTIONS AND ADDING NEW SECTIONS

THE CITY COUNCIL OF THE CITY OF WINDOM ORDAINS:

WHEREAS, it was necessary to amend specific sections and subsections of the City Code covering rental housing.

NOW, THEREFORE, THE CITY OF WINDOM, MINNESOTA, HEREBY AMENDS THE CITY CODE OF THE CITY OF WINDOM BY ADOPTING REVISIONS TO THE FOLLOWING CODE SECTIONS.

The following is a summary of the Section, Subsection Nos., and Titles in which revisions were made:

City Code Sections 150.50 – 150.99 - "Rental Housing"

1. Section 150.52: "Definitions" – "*Rental Unit or Rental Housing Unit*" – Add new language to clarify meaning of "institutional occupancies".

2. Section 150.56: "Inspections" – Delete Subsection (I)(1) which provided an exemption from rental inspections for properties that are under state or federal inspections.

3. Section 150.56: "Inspections" – Delete Subsection (4) which provided an exemption from rental inspections for specific properties for alternate renewal rental license periods if the listed criteria were met.

4. Section 150.57: "License and Inspection Fees" – Delete Subsection (D) which provided that properties exempt from renewal inspections for alternating renewal license periods would be charged a minimum renewal fee for those periods.

* *

THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, FURTHER ORDAINS that all other existing provisions set forth in City Code Sections 150.50 through 150.99 shall remain in full force and effect.

NOTICE: A COPY OF THE ENTIRE TEXT OF ORDINANCE NO. 198, 2ND SERIES AND A COPY OF THE AFFECTED CHAPTER, SECTIONS, AND SUBSECTIONS (as incorporated into Ordinance No. 198, 2nd Series) ARE AVAILABLE ON THE CITY'S WEBSITE AT www.windom-mn.com OR PRINTED COPIES ARE AVAILABLE FOR INSPECTION BY ANY PERSON AT:

Building & Zoning Office
Windom City Hall, 444 9th Street
Windom, MN 56101

During regular office hours (Monday thru Friday - 8:00 a.m. to 5:00 p.m.)

AND AT: Windom Public Library
904 4th Avenue, Windom, MN 56101

During regular library hours: Monday – 9:00 a.m. to 7:00 p.m.
Tuesday thru Friday – 9:00 a.m. to 5:30 p.m.
Saturday – 9:00 a.m. to 12:00 p.m.

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ORDINANCE NO. 198, 2ND SERIES:

1st Reading: City Council Meeting – March 19, 2024
2nd Reading & Adoption: City Council Meeting – April 2, 2024
Publication of Title and Summary & Effective Date: April 10, 2024

This "Title and Summary" approved for publication by the Windom City Council on April 2, 2024.

CITY OF WINDOM
By Dominic Jones, Mayor Attest: Steven Nasby, City Administrator

ACTION ITEM

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

TO: City Council
FROM: Scott Peterson, Chief of Police
DATE: 04/02/24
RE: K9 Funding
DEPT: Police
CONTACT: Scott Peterson, Chief of Police; scott.peterson@windompdmn.com

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Recommendations/Options/Action Requested: Last year, Louis Norell and K9 Bruno left our agency to join the Mountain Lake Police Department. The City of Mountain Lake purchased the dog, car, and radio. The total payment was $13,850. After paying expenses for the car, there is $9,925.81 remaining. I am recommending creating a fund to purchase a police dog in the future by utilizing these remaining funds.

Issue Summary/Background: A police K9 is a vital component to officer safety and drug enforcement. Our previous dog, Bruno, assisted officers many times in dangerous situations. In some cases, the situations were resolved by his mere presence.

Fiscal Impact: These remaining funds would be a good starting point in our quest to purchase a police K9

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: City Administrator
DATE: March 27, 2024
RE: Disposition of Surplus Equipment\Items
DEPT: Street
CONTACT: Steve Nasby: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Approve disposition of surplus property and equipment as presented.

Issue Summary/Background

City Code permits surplus property and equipment, so designated by the City Council, to be sold. Three items are being requested for this designation.

First, a 2012 London Fogger, Model #18-20 with an 18 hp motor, wireless control, 15 gallon chemical tank and nine gallon fuel tank. This unit is being replaced with a new unit so the old one can be sold.

Second, a 2004 Bobcat Model #68 Angle Broom. This is being sold to be replaced with a new unit.

Last, a 2008 Chevy 2500 HD pickup, extended cab, 6.0. V8 engine with 81,135 miles. This unit was replaced last year with a new pick-up.

We are recommending that the equipment sold through a public bid process. Staff is planning on listing the truck on a government surplus on-line auction site. This is sale method is consistent with City Code 96.73.

Fiscal Impact

Per City Code any funds received from the sale of these items will be deposited into the General Fund.

Attachments

1. Listing of equipment to be declared surplus and disposed of via City Code.

City of Windom surplus equipment

Street Dept

London Fogger year 2012 Model no. 18-20 High Output ULV Aerosol Generator Serial no. 12362 Engine Kohler command 18hp with wireless remote control, 15gal chemical tank and 9gal fuel tank

Bobcat model 68 Angle Broom Model no 231313171 year 2004

2008 Chevrolet 2500 HD pickup Ext. cab 4 door vin 1GHCK23K68F194001 Gray in color with 81135 miles running boards & tow package 6.0l v8

ACTION ITEM

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

TO: City Council
FROM: City Administrator
DATE: March 22, 2024
RE: Authorization for Multi Bank Securities, Inc. - Investments
DEPT: Finance\Administration
CONTACT: Steve Nasby, City Administrator: Steve.Nasby@windomn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Authorization for the City Administrator and Finance Director to execute transactions and execute necessary documents for the purpose of investing City funds and transferring funds between City-owned accounts.

Issue Summary/Background

Multi Bank Securities, Inc. is requesting a new non-Corporate Resolution be executed by the City to authorize staff to make the necessary financial transactions for the City of Windom. The new resolution is needed to add Donna Torkelson, Finance Director as a signatory to the account.

Fiscal Impact

None.

Attachments

1. Non-Corporate Resolution Document

Non-Corporate Resolution

MBS MULTI-BANK SECURITIES, INC.

STEP 1. IDENTIFICATION OF QUALIFIED INTERMEDIARY/WITHHOLDING ENTITY

Legal Name of Organization City of Windom, MN	
Type of Organization Municipality	Account Number (if assigned)

STEP 2. CERTIFICATION

I HEREBY CERTIFY that at a meeting, duly called, of the Board of Directors of City of Windom, MN, a Organization, at which said meeting a quorum was present and acting throughout, the following preamble and resolution was adopted and ever since has been and now is in full force and effect.

WHEREAS this Organization is duly authorized and permitted by its Charter and Bylaws to:

- Engage in cash and/or margin transactions in any and all forms of securities including, but not limited to, stocks, options, mutual funds, stock options, stock index options, short sales, foreign currency options and debt instrument options, bonds, bond debentures, annuities, notes, scrips, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper certificates or indebtedness, and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.

- Receive on behalf of the Organization or deliver to the Organization or third parties, including but not limited to the President, Vice President, Treasurer or any other authorized officer or person listed in Step 3 below giving such instruction, monies, stocks, bonds, and other securities. To sell, assign, and endorse for transfer, certificates representing stocks, bonds, or other securities now registered or hereafter registered in the name of the Organization.

- Establish and maintain an asset management account with debit card, check writing and margin privileges, from which account funds are directly spent, the responsibility for which is entirely that of the Organization.

- Borrow money or make any contract the effect of which is to borrow money, and secure such obligations by mortgages or other liens upon Organization property; borrow, guarantee and/or pledge any Organization assets as collateral, as the case may be, with respect to a loan; guarantee a borrowing of money or to make any contract the effect of which is to guarantee a borrowing, and secure such obligations by mortgages or other liens upon any Organization property.

Unless indicated otherwise here, the Organization will be assumed to have all powers listed above.
LIST ANY POWERS NOT AUTHORIZED HERE: ______________________

NOW THEREFORE BE IT RESOLVED that this Organization opened an account or accounts in its name with

Multi Bank Securities Inc
Name of Introducing Firm

and that the individuals named in Step 3 below ("Authorized Person") or any one of them acting individually, may, on behalf of this Organization, be and they hereby are and each of them hereby is authorized and empowered to (1) give written or oral orders in the said account or accounts for the purchase, sale, or other disposition of stocks, bonds, and other securities, (2) deliver to and receive from Pershing LLC (Pershing), on behalf of this Organization monies, stocks, bonds, and other securities, (3) establish and maintain an asset management account with debit card, check writing and margin privileges from which account funds are directly spent with each authorized person as indicated in the separate asset management account agreement having check writing and debit card privileges, (4) order the transfer or delivery of funds, monies or securities to any other person whatsoever, including the President, Vice President, Treasurer or any other authorized officers or persons indicated below giving such instructions, (5) sign acknowledgements of the correctness of all statements of accounts, and (6) make, execute, and deliver under the organizational seal any and all written endorsements, releases and documents necessary or proper to effectuate the authority hereby conferred; the within authorization to each of said officers to remain in full force and effect until written notice of the revocation thereof shall have been received by Multi Bank Securities, Inc and Pershing.

CORRN

Name of Introducing Firm

STEP 3. CERTIFICATION AND SIGNATURES

I FURTHER CERTIFY that the following are the names, titles and signatures of the officers (or others) authorized by the foregoing resolution to act for this Organization:

Printed Name	Date
Steve Nasby	April 2, 2024
Title	
City Administrator	
Signature	
X	

Printed Name	Date
Donna Torkelson	April 2, 2024
Title	
Finance Director	
Signature	
X	

Printed Name	Date
Title	
Signature	
X	

Printed Name	Date
Title	
Signature	
X	

Printed Name	Date
Title	
Signature	
X	

Printed Name	Date
Title	
Signature	
X	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal, if any, of said Organization this 2nd day of April, 20 24.

[AFFIX COMPANY SEAL HERE IF ORGANIZATION USES A SEAL]

Principal Signer of Certification
This individual may or may not be listed in the authorized persons box above.

Printed Name Dominic Jones	Date April 3, 2024
Title Mayor	
Signature X	

If the Principal Signer above is empowered to act for the Organization pursuant to these resolutions and certifications, but is not a Managing Member, a Managing Member of the Organization as set forth above must fill in and execute the Additional Certification in Step 4 below.

If the Organization has only one sole Managing Member, that Managing Member must make the certification immediately above indicating his or her company title in addition to filling in and executing the Additional Certification in Step 4 below.

STEP 4. ADDITIONAL CERTIFICATION

A Managing Member to complete only if the Principal Signer in Step 3 above is authorized to act pursuant to the foregoing resolutions, but is not a Managing Member, or if the Organization has only one Managing Member.

Check one:

- [x] I FURTHER CERTIFY that the Principal Signer in Step 3 above is authorized by the foregoing resolutions and its operating documents to act hereunder.
- [ ] I FURTHER CERTIFY that the Organization has only one sole Managing Member and that I am that sole Managing Member and authorized to execute legal and binding documents in the name of and on behalf of the Organization pursuant to its governing documents.

Managing Member Printed Name	Date
Title	
Signature X	

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: Airport Manager and City Administrator
DATE: March 19, 2024
RE: 2024 Airport Maintenance Project – Crack-filling
DEPT: Airport
CONTACT: Brian Underwood, Airport Manager: 830-0273

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Approval of the Professional Services Contract with SEH, Inc. Engineering for design, bidding and oversight of the 2024 Airport Maintenance Project.

Issue Summary/Background

The Windom Municipal Airport has an annual capital improvement project list for routine maintenance and new projects. For 2024 the Airport is planning a continuation of pavement maintenance to consist of joint and crack-filling on the runway and a portion of the taxi way (see attached map at the end of the contract document).

Fiscal Impact

This project will be funded through FAA funds (90%) of expenses and local match for 10% of the cost. Depending on funding availability there may or may not be State funding available to off-set some of the City's cost. The project costs are yet to be determine as this preliminary step is to authorize the engineering needed to move forward.

Attachments

1. Professional Services Agreement for 2024 Joint and Crack Repair – Concrete Paving.

ARCHITECT/ENGINEER AGREEMENT
Between

City of Windom, Minnesota

(OWNER)

and

Short Elliott Hendrickson Inc.

(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _______ day of ___________________, 2024, by and between the City of Windom, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Windom Municipal Airport, entitled:

2024 Joint & Crack Repair – Concrete Pavement,

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 24 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.

☒ 1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

☐ 2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14B, dated November 21, 1988, and as further defined as follows:

a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.

b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTAT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.

c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:

   1) Travel and subsistence.

   2) Computer services.

   3) Outside professional and technical services.

   4) Identifiable reproduction and reprographic charges.

   5) Expendable field supplies and special field equipment rental.

   6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.

d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

☐ 3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

a. Travel and subsistence.

b. Computer services.

c. Owner approved outside professional and technical services.

d. Identifiable reproduction and reprographic charges.

e. Expendable field supplies and special field equipment rental.

f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNET'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute,

then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.
If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

ARTICLE 9. OWNER'S RESPONSIBILITY

A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.

1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.

3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.

4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.

5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.

8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

   If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.

10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.

12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.

13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.

B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

(______) $10,000 or less
(______) $10,001 to $25,000
(__X__) $25,001 to $100,000 or
(______) $100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

Steve Nasby, City Administrator
City of Windom
444 9th Street
Windom, MN 56101

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.
The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.
ARTICLE 20. SPECIAL CONDITIONS
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

City of Windom	**Short Elliott Hendrickson Inc.**
OWNER	CONSULTANT
By ______________________	By ______________________
Attest ______________________	By ______________________

Attachments: A, B, C

Attachment A
Project Scope and Scope of Engineering Services
2024 Joint & Crack Repair – Concrete Pavement
Windom Municipal Airport
Windom, Minnesota

Project Description and Scope

The project consists of sealing and repairing existing cracks and joints on the concrete pavements, including Runway 17-35, Taxiway A, B, C, and Taxilane H, at the Windom Municipal Airport.

Scope of Engineering Services

The Scope of Engineering Services is itemized below. The plans will meet all requirements of the Minnesota Department of Transportation (Office of Aeronautics) and the Federal Aviation Administration (FAA).

The Consultant will provide the following specific services:

Preliminary and Final Design:

1.1 Project Formulation and Scoping: SEH will coordinate with the City of Windom to develop the appropriate scope of work. A site visit to determine condition of joint sealants and severity of cracking on the runway and taxiways will be included. Completion of the project and grant pre-application, cost breakdowns and eligibility determinations. The required environmental categorical exclusion (CATEX) checklist and letter will also be submitted to the FAA for approval.

1.2 Engineer's Design Report: Complete Engineer's Design Report including all sections and attachments according to FAA requirements.

1.3 Construction Safety Plan: A construction safety and phasing plan will be prepared for the Project and submitted to the FAA. A safety checklist form and an airspace analysis during construction are required to be submitted with the safety plan.

1.4 Crack Repair – Quotation Package: Development of a quotation package that will include general conditions, federal provisions, quote form, contract, wage rate requirements, technical specifications, and drawings showing the scope of work and necessary details. The quotation package will be direct mailed to a minimum of three (3) qualified contractors.

1.5 Quality Control Reviews: Provide quality control reviews and final review of plans and specifications. Provide plans and specifications to ADO for review.

1.6 Quoting and Award: Provide support to the City during the quoting and award process. Specific services include distribution of the quotation package to prospective quoters, provide clarifications to quoters, issuing addenda, recommending award, and assisting with contract development between the City and the successful quoter.

1.7 Project Management: Overall administration of the project, including internal and external meetings, coordination of plan and specification review with the Owner, MnDOT Office of Aeronautics, FAA, and other regulatory agencies as required.

Construction Observation, Administration, and Project Closeout:

2.1 Preconstruction Activities: A preconstruction conference will be held prior to beginning construction to outline and discuss project requirements, administration procedures, and other construction related information. SEH will administer the preconstruction conference, issue notifications, and record meeting minutes.

2.2 Construction Observation / Final Inspection: SEH will provide daily construction observation for the project. A Resident Project Representative (RPR) will be on-site to assist in ensuring that construction is performed in accordance with contract documents. The RPR will document and record construction progress through a daily journal and progress reports. A final inspection will be conducted by the RPR with the contractor prior to project acceptance.

2.3 Pay Estimates: SEH will prepare one pay estimate upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates.

2.4 FAA Closeout Report: The Consultant will prepare a "Project Closeout Report" as required by the FAA by using the "Sponsors Guide to Quality Project Closeout Report Requirements" (FAA Publication).

2.5 Project Management: Overall administration of the construction phase of the project, including internal and external meetings, project oversight, and coordination and communication with the Sponsor, MnDOT, and the FAA.

ESTIMATED FEES AND EXPENSES

ATTACHMENT B

2024 Joint & Crack Repairs - Concrete Pavements
Windom Municipal Airport
Windom, Minnesota

Task No.	Task Description	Project Manager	Project Engineer	Airport Planner	Admin Technician
Preliminary and Final Design					
1.1.	Project Formulation and Scoping	2	10	4	
1.2.	Engineer's Design Report	2	8	1	
1.3.	Construction Safety Plan/Airspace Analysis	1	4	1	
1.4.	Crack Repair - Quotation Package	4	24		1
1.5.	Quality Control Reviews	4	4		1
1.6.	Quoting and Award	2	6		
1.7.	Project Management	4	2	2	
Construction Observation, Administration, and Project Closeout					
2.1.	Preconstruction Activities	2	4		
2.2.	Construction Observation/Final Inspection	2	80		
2.3.	Pay Estimates	2	4		
2.4.	FAA Closeout Report	1	2	2	4
2.5.	Project Management	4	2		2
	Total hours per labor category	30	150	10	8

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	30	$76.98	$2,309.40
Project Engineer	150	$41.58	$6,237.00
Airport Planner	10	$54.08	$540.80
Admin Technician	8	$33.91	$271.28
Total Direct Labor Costs:	198		$9,358.48
Salary and Administrative Overhead			$17,781.11
Total Labor Costs			**$27,139.59**
Fee (15%)			**$ 4,070.94**

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	800	$0.67	$536.00
Employee Per Diem	2	$100.00	$200.00
Employee Auto Allowance	1	$16.00	$16.00
Equipment Usage	198	$5.55	$1,098.90
Reproductions / Miscellaneous	1	$100.00	$100.00
Total Expenses			**$1,950.90**

SUMMARY:

Total Labor Costs +Fees + Expenses	$33,161.43
Total	$33,161.43
Estimated Total	**$33,200.00**

ATTACHMENT C

ACCESS TO RECORDS AND REPORTS

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

BREACH OF CONTRACT TERMS

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

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

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

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES

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

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

A1.1.1 RACE/GENDER NEUTRAL LANGUAGE

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

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

FEDERAL FAIR LABOR STANDARDS ACT

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

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

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

OCCUPATIONAL SAFETY AND HEALTH ACT

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

RIGHTS TO INVENTIONS

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

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

a) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

b) The applicant represents that it is ( ) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

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

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour

(24) months of a felony criminal violation under any Federal law and includes

conviction of an offense defined in a section of the U.S. code that specifically classifies

the offense as a felony and conviction of an offense that is classified as a felony under 18

U.S.C. § 3559.

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

Termination for Convenience (Professional Services)

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

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

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

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

Termination for Default (Professional Services)

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

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

a) **Termination by Owner**: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project;
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

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

   In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold

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

TRADE RESTRICTION CERTIFICATION

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

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

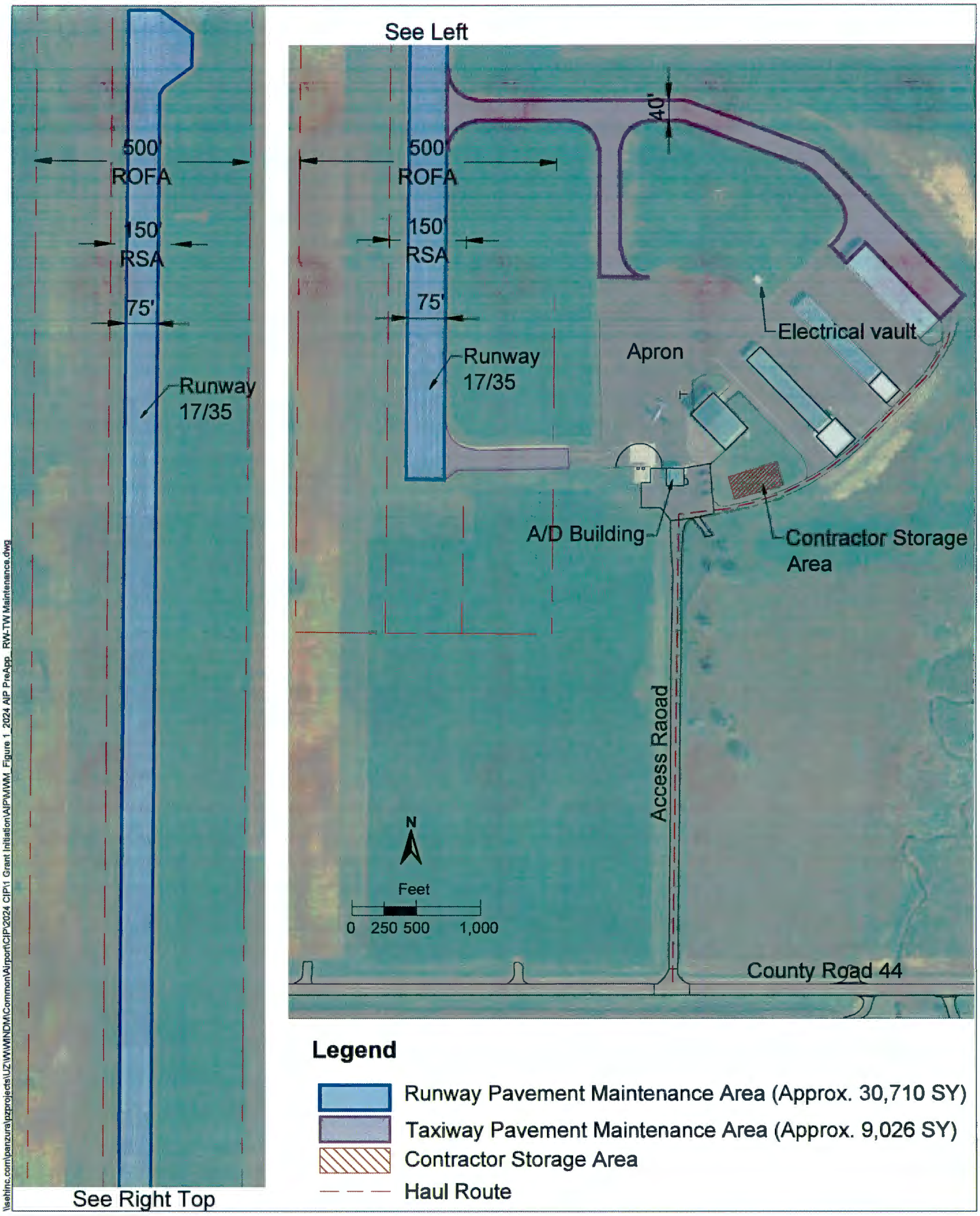
In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

2024 AIP Grant Initiation Package

Figure 1

Windom Municipal Airport
Windom, Minnesota

Pavement Maintenance - Concrete Pavements
10/2023; WINDM



ACTION ITEM

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

TO: City Council
FROM: Personnel Committee
DATE: March 6, 2024
RE: Summer Hours – City Hall Office
DEPT: Administration
CONTACT: City Administrator: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

The Personnel Committee is recommending that the City Council take the following action:

1. Approve Summer Hours for the City Hall Office for 2024 as requested by IBEW.

Issue Summary/Background

The City's labor agreement with IBEW contains language that the City agrees to flexible scheduling for City Hall staff as "summer hours" to be determined by the Department.

The union steward requested that the summer hours for 2024 be the same as last year, which would be 7:30AM - 4:00PM, Monday through Friday, with a half hour lunch. This schedule would start on May 1st and run through Labor Day. The Personnel Committee discussed this proposal and concurred to recommend the amended City Hall Office hours as requested.

Fiscal Impact

No financial impact anticipated as the number of hours worked by staff remain consistent are within budget.

Attachments

1. None.

PAY ESTIMATE No. 5
CONSTRUCTION OF A GENERATION PLANT
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425305

For Period From: 1/31/2024 To: 2/29/2024
Contractor: Wilcon Construction Services LLC
Bid Date: August 9, 2023

DGR ENGINEERING

SUMMARY

VALUE OF WORK COMPLETED TO DATE		$1,690,971.86
LESS RETAINAGE (5%)		$84,548.59
TOTAL AMOUNT DUE INCLUDING THIS PAYMENT		$1,606,423.27
LESS ESTIMATES PREVIOUSLY APPROVED	Pay Estimate No. 1	$218,220.30
	Pay Estimate No. 2	$265,352.04
	Pay Estimate No. 3	$164,064.76
	Pay Estimate No. 4	$140,030.00
	Pay Estimate No. 5	
	Pay Estimate No. 6	
	Pay Estimate No. 7	
	Pay Estimate No. 8	
	Pay Estimate No. 9	
	Pay Estimate No. 10	
	Pay Estimate No. 11	
	Pay Estimate No. 12	
TOTAL AMOUNT DUE THIS ESTIMATE		$818,756.17

ORIGINAL CONTRACT PRICE	$5,563,762.48
EXPECTED FINAL CONTRACT COST (w/C.O.s, Additions & Deletions)	$5,563,762.48
LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT	$1,606,423.27
EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT	$3,957,339.21
% OF EXPECTED FINAL CONTRACT PRICE PAID, INCL. THIS PAYMENT	29%

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

By WILCON CONSTRUCTION SERVICES, LLC, Contractor

By John Hoffman Date 3.8.2024

CERTIFICATE

THE AMOUNT OF **$818,756.17** IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT.

CITY OF WINDOM ELECTRIC DEPARTMENT, Owner

Jason [illegible]
3-24-24

By

Title

Date

DGR ENGINEERING, Engineer

By [illegible signature]

Title Project Engineer

Date 3/8/2024

Utility Commission Approved 3-27-24

P:\04\253\05\Sprdsht\Pay Requests\PayReq 5 425305 Wilcon

PAY ESTIMATE No. 5
CONSTRUCTION OF A GENERATION PLANT
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425305

For Period From: 1/31/2024 To: 2/29/2024
Contractor: Wilcon Construction Services LLC
Bid Date: August 9, 2023

DGR ENGINEERING

Unit No.	Name and Description of Construction Unit	No. of Units	UNIT PRICE Labor	Material	L & M	Ext. Price L & M	WORK COMPLETED TO DATE (Including this Pay Period) Units Comp.	% Comp.	Value of Comp. Work	WORK COMPLETED THIS PERIOD Units Comp.	% Comp.	Value of Comp. Work
D1	Removal of the existing vehicle storage building above grade (as req'd)	1	$ 25,912.00	$ 12,088.00	$ 38,000.00	$ 38,000.00	1	100%	$ 38,000.00			$ -
D2	Removal of existing concrete, including vehicle storage slab and ftlns (cu. yd.) (refer to drawing S1)	320	$ 65.87	$ 65.87	$ 131.74	$ 42,156.80	320	100%	$ 42,156.80			$ -
C1	Embankment Borrow (cu. yd.)	2,200	$ 28.83	$ 28.83	$ 57.66	$ 126,852.00	1,320	60%	$ 76,111.20			$ -
C2	Building Subsoils Core-out & Disposal (cu. yd.)	1,880	$ 22.65	$ 22.65	$ 45.30	$ 85,164.00	1,880	100%	$ 85,164.00			$ -
C3	12" Subgrade Preparation (sq. yd.)	620	$ 2.94	$ 2.94	$ 5.88	$ 3,645.60			$ -			$ -
C4	Class 5 Base (tons)	100	$ 17.65	$ 17.65	$ 35.30	$ 3,530.00			$ -			$ -
C5	7" PCC Surfacing (sq. yd.)	620	$ 36.22	$ 49.28	$ 85.50	$ 53,010.00			$ -			$ -
C6	6" PCC Sidewalk (sq. yd.)	30	$ 36.22	$ 49.28	$ 85.50	$ 2,565.00			$ -			$ -
C7	Landscaping Rock (tons)	15	$ 103.00	$ 103.00	$ 206.00	$ 3,090.00			$ -			$ -
C8	Crushed Substation Rock (tons)	15	$ 75.30	$ 75.30	$ 150.60	$ 2,259.00			$ -			$ -
C9	Pavement Removal (sq. yd.)	790	$ 4.70	$ 4.70	$ 9.40	$ 7,426.00	790	100%	$ 7,426.00			$ -
C10	Sanitary Sewer Service (ln. ft.)	50	$ 76.47	$ 76.47	$ 152.94	$ 7,647.00	50	100%	$ 7,647.00			$ -
C11	Roof Drainline (ln. ft.)	160	$ 55.88	$ 55.88	$ 111.76	$ 17,881.60	160	100%	$ 17,881.60			$ -
C12	4" Perforated Subdrain (ln. ft.)	100	$ 17.65	$ 17.65	$ 35.30	$ 3,530.00			$ -			$ -
C13	Sanitary Sewer Cleanout (ea.)	1	$ 835.29	$ 835.29	$ 1,670.58	$ 1,670.58	1	100%	$ 1,670.58			$ -
C14	Storm Sewer Cleanout (ea.)	3	$ 1,175.88	$ 1,175.88	$ 2,351.76	$ 7,055.28	3	100%	$ 7,055.28			$ -
C15	Connect to Existing Sanitary Sewer (ea.)	1	$ 2,344.70	$ 2,344.70	$ 4,689.40	$ 4,689.40	1	100%	$ 4,689.40			$ -
C16	Connect to Existing Storm Sewer (ea.)	1	$ 1,877.00	$ 1,877.00	$ 3,754.00	$ 3,754.00	1	100%	$ 3,754.00			$ -
C17	Pipe Bollard (ea.)	14	$ 506.25	$ 1,125.00	$ 1,631.25	$ 22,837.50			$ -			$ -
C18	PCC Stairs with Railings (ea.)	1	$ 5,760.00	$ 5,850.00	$ 11,610.00	$ 11,610.00			$ -			$ -
C19	Silt fence/wattles/rock socks (ln. ft.)	50	$ 7.06	$ 7.06	$ 14.12	$ 706.00	50	100%	$ 706.00			$ -
C20	SWPPP management (ea.)	1	$ 5,441.76	$ 5,441.76	$ 10,883.52	$ 10,883.52	0.30	30%	$ 3,265.06			$ -
C21	Seeding, Fertilizing and Mulching (as req.)	1	$ 4,275.00	$ 2,018.75	$ 6,293.75	$ 6,293.75			$ -			$ -

PAY ESTIMATE No. 5
CONSTRUCTION OF A GENERATION PLANT
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425305

For Period From: 1/31/2024 To: 2/29/2024
Contractor: Wilcon Construction Services LLC
Bid Date: August 9, 2023

DGR ENGINEERING

			UNIT PRICE				WORK COMPLETED TO DATE (Including this Pay Period)			WORK COMPLETED THIS PERIOD		
Unit No.	Name and Description of Construction Unit	No. of Units	Labor	Material	L & M	Ext. Price L & M	Units Comp.	% Comp.	Value of Comp. Work	Units Comp.	% Comp.	Value of Comp. Work
C22	Clearing and Grubbing (as req.)	1	$ 735.30	$ 735.30	$ 1,470.60	$ 1,470.60	1	100%	$ 1,470.60			$ -
A1	Building envelope components (as req'd)	1	$ 141,072.00	$ 261,990.00	$ 403,062.00	$ 403,062.00	0.07	7%	$ 26,200.00			$ -
A2	Interior components (as req'd)	1	$ 375,172.00	$ 202,015.00	$ 577,187.00	$ 577,187.00	0.24	24%	$ 140,138.42	0.09	9%	$ 50,300.00
A3	Temporary Enclosure (as req'd)	1	$ 14,117.00	$ 9,822.00	$ 23,939.00	$ 23,939.00	1	100%	$ 23,939.00			$ -
S1	Foundation, bldg footings, fdtn walls, trenches, slab, and engine fdtns (as req'd.)	1	$ 26,065.00	$ 26,065.00	$ 52,130.00	$ 52,130.00	0.80	80%	$ 41,704.00			$ -
S2	Foundation, Transformer Manhole (as req'd)	1	$ 26,065.00	$ 26,065.00	$ 52,130.00	$ 52,130.00			$ -			$ -
S3	Foundation, Exhaust Stacks (as req'd)	2	$ 13,032.00	$ 13,032.00	$ 26,064.00	$ 52,128.00	2	100%	$ 52,128.00			$ -
S4	Trench covers and associated steel supports (as req'd)	2	$ 13,032.00	$ 13,032.00	$ 26,064.00	$ 52,128.00			$ -			$ -
S5	Concrete masonry walls and masonry wall modification (as req'd)	1	$ 34,100.00	$ 34,100.00	$ 68,200.00	$ 68,200.00	0.93	93%	$ 63,426.00	0.93	93%	$ 63,426.00
S6	Installation of the floor opening, hoist, and hoist support structure (as req'd)	1	$ 8,823.00	$ 12,352.00	$ 21,175.00	$ 21,175.00			$ -			$ -
S7	Structural Steel and metal deck (as req'd)	1	$ 241,334.00	$ 606,373.00	$ 847,707.00	$ 847,707.00	0.56	56%	$ 470,603.69	0.51	51%	$ 435,000.00
M1	Plumbing System (as req'd)	1	$ 111,705.00	$ 208,811.00	$ 320,516.00	$ 320,516.00	0.47	47%	$ 151,013.00	0.42	42%	$ 133,500.10
M2	HVAC System, Office Area (as req'd)	1	$ 87,799.00	$ 154,176.00	$ 241,975.00	$ 241,975.00	0.33	33%	$ 79,328.00	0.21	21%	$ 51,530.50
M3	Building Ventilation System, Generation Plant (as req'd)	1	$ 40,000.00	$ 467,694.00	$ 507,694.00	$ 507,694.00	0.15	15%	$ 77,950.00	0.15	15%	$ 77,950.00
M4	Compressed Air System (as req'd)	1	$ 15,588.00	$ 38,235.00	$ 53,823.00	$ 53,823.00			$ -			$ -
M5	Engine Cooling System (as req'd)	2	$ 36,170.00	$ 61,323.00	$ 97,493.00	$ 194,986.00			$ -			$ -
M6	Engine Exhaust System (as req'd)	2	$ 23,294.00	$ 32,776.00	$ 56,070.00	$ 112,140.00	0.08	4%	$ 4,701.00	0.08	4%	$ 4,701.00
M7	Fuel System (as req'd)	1	$ 32,352.00	$ 21,470.00	$ 53,822.00	$ 53,822.00			$ -			$ -
M8	Urea System (as req'd)	1	$ 19,505.00	$ 26,176.00	$ 45,681.00	$ 45,681.00			$ -			$ -
E1	Control Panel Modifications (as req'd)	1	$ 3,529.00	$ 8,824.00	$ 12,353.00	$ 12,353.00	0.10	10%	$ 1,294.00	0.10	10%	$ 1,294.00
E2	Station service transformer installation (each)	1	$ 22,059.00	$ 20,588.00	$ 42,647.00	$ 42,647.00			$ -			$ -
E3	Switchgear room electrical equipment (as req'd)	1	$ 7,294.00	$ 22,941.00	$ 30,235.00	$ 30,235.00			$ -			$ -
E4	Generator room and roof electrical equipment (as req'd)	1	$ 17,647.00	$ 32,352.00	$ 49,999.00	$ 49,999.00	0.10	10%	$ 4,835.00	0.10	10%	$ 4,835.00
E5	Existing generation plant modifications (as req'd)	1	$ 5,882.00	$ 5,647.00	$ 11,529.00	$ 11,529.00			$ -			$ -

PAY ESTIMATE No. 5
CONSTRUCTION OF A GENERATION PLANT
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425305

For Period From: 1/31/2024 To: 2/29/2024
Contractor: Wilcon Construction Services LLC
Bid Date: August 9, 2023

DGR ENGINEERING

Unit No.	Name and Description of Construction Unit	No. of Units	UNIT PRICE Labor	Material	L & M	Ext. Price L & M	WORK COMPLETED TO DATE (Including this Pay Period) Units Comp.	% Comp.	Value of Comp. Work	WORK COMPLETED THIS PERIOD Units Comp.	% Comp.	Value of Comp. Work
E6	Office building modifications (as req'd)	1	$ 23,529.00	$ 11,176.00	$ 34,705.00	$ 34,705.00	0.11	11%	$ 3,682.00	0.11	11%	$ 3,682.00
E7	Substation fence modifications (as req'd)	1	$ 5,294.00	$ 8,235.00	$ 13,529.00	$ 13,529.00			$ -			$ -
E8	Generation plant lighting and power (as req'd)	1	$ 66,176.00	$ 34,000.00	$ 100,176.00	$ 100,176.00	0.33	33%	$ 33,138.59	0.21	21%	$ 21,418.00
E9	Cable tray additions (as req'd)	1	$ 52,941.00	$ 26,471.00	$ 79,412.00	$ 79,412.00			$ -			$ -
E10	Grounding additions (as req'd)	1	$ 20,588.00	$ 10,118.00	$ 30,706.00	$ 30,706.00			$ -			$ -
E11	Neutral grounding reactors (each)	2	$ 7,353.00	$ 16,706.00	$ 24,059.00	$ 48,118.00			$ -			$ -
E12	Generator power cable 15 kV (3) 1/0 AWG Cu. (ft.)	380	$ 12.35	$ 42.35	$ 54.70	$ 20,786.00			$ -			$ -
E13	Generator neutral cable 15 kV (1) 1/0 AWG Cu. (ft.)	50	$ 10.00	$ 22.65	$ 32.65	$ 1,632.50			$ -			$ -
E14	Generator neutral cable 600 V (1) 1/0 AWG Cu. (ft.)	360	$ 5.60	$ 22.65	$ 28.25	$ 10,170.00			$ -			$ -
E15	Primary station service cable, 15 kV, (3) 1/0 Str. Al. (ft.)	210	$ 16.18	$ 47.35	$ 63.53	$ 13,341.30			$ -			$ -
E16	Secondary station service cable, 600 V, (4) #350 Str. Cu. (ft.)	150	$ 17.65	$ 48.82	$ 66.47	$ 9,970.50			$ -			$ -
E17	Secondary station service cable, 600 V, (4) #4/0 Str. Cu. (ft.)	75	$ 16.47	$ 46.77	$ 63.24	$ 4,743.00			$ -			$ -
E18	(4) Conductor #4/0, 4/C-4/0 (ft.)	60	$ 16.47	$ 46.77	$ 63.24	$ 3,794.40			$ -			$ -
E19	(4) Conductor #2/0, 4/C-2/0 (ft.)	60	$ 14.12	$ 43.00	$ 57.12	$ 3,427.20			$ -			$ -
E20	(4) Conductor #1/0, 4/C-1/0 (ft.)	60	$ 12.94	$ 41.00	$ 53.94	$ 3,236.40			$ -			$ -
E21	(4) Conductor #2, 4/C-2 VFD (ft.)	700	$ 7.06	$ 14.71	$ 21.77	$ 15,239.00			$ -			$ -
E22	(4) Conductor #4, 4/C-4 (ft.)	260	$ 5.88	$ 17.35	$ 23.23	$ 6,039.80			$ -			$ -
E23	(4) Conductor #4, 4/C-4 VFD (ft.)	380	$ 5.88	$ 17.35	$ 23.23	$ 8,827.40			$ -			$ -
E24	(4) Conductor #6, 4/C-6 (ft.)	120	$ 5.88	$ 16.30	$ 22.18	$ 2,661.60			$ -			$ -
E25	(4) Conductor #6, 4/C-6 VFD (ft.)	640	$ 5.88	$ 16.30	$ 22.18	$ 14,195.20			$ -			$ -
E26	(2) Conductor #8, 2/C-8 (ft.)	170	$ 3.53	$ 15.00	$ 18.53	$ 3,150.10			$ -			$ -
E27	(4) Conductor #8, 4/C-8 (ft.)	215	$ 4.71	$ 15.00	$ 19.71	$ 4,237.65			$ -			$ -
E28	(2) Conductor #12, 2/C-12 (ft.)	680	$ 3.53	$ 12.00	$ 15.53	$ 10,560.40			$ -			$ -
E29	(3) Conductor #12, 3/C-12 (ft.)	5,685	$ 3.53	$ 14.71	$ 18.24	$ 103,694.40			$ -			$ -

WILCON CONSTRUCTION SERVICES
P.O. BOX 502
ST. JAMES MN, 56081
PHONE 507-375-5464
FAX 507-375-4707

NAME OF PROJECT: WIN023
PROPOSAL REQUEST #: *3*
DATE 9/26/2023
DESCRIPTION OF CHANGE: Add 2" flat strapping to each side of the G12 wall
Time Extension 0

DIRECT COSTS	UNITS	RATE	COST	
	0	$60.00	0.00	
Labor: Coordination by Project Mgr	1	$105.00	105.00	
LABOR: Coordination by Job Sup	1	$80	80.00	
TRAVEL TIME	0	60	0.00	
MILEAGE	0	0.4	0.00	
SUBSISTENCE	0	2.5	0.00	
INSPECTION FEE AND TESTING	0	0	0.00	
EQUIPMENT RENTAL	0	0	0.00	
TOOL RENTAL	0	35	0.00	
BLADE USE	0	0.5	0.00	
LIFT RENTAL PER WEEK	0	650	0.00	
CLEAN-UP	0	40	0.00	
OTHER	0	40	0.00	
BOND	2685	0%	0.00	
ELECTRICITY	2685	0.00%	0.00	
WATER	2685	0%	0.00	
DUMPSTER	2685	0.00%	0.00	
HEAT	2685	0%	0.00	
TELEPHONE	2685	0%	0.00	
TOTAL INDIRECT COSTS			185.00	
Pietsch Labor	1		1344	
Pietsch Material	1		1156	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
TOTAL FROM DIVISIONS			2500	
TOTAL GC COSTS			$ 185.00	
TOTAL FROM SUBCONTRACTORS			$ 2,500.00	
TOTAL COST			$ 2,685.00	
CO MARKUP ON SUBCONTRACTOR COSTS			1.05	5%MU
TOTAL FOR CHANGE ORDER			$2,819	
WILCON CONSTRUCTION SERVICES	John Hoffman		9.26.23	
Approved Owner / Architect				

Approved by Utility Commission
2-28-24

PIETSCH
construction
28617 850th Ave
Madelia, MN 56062

Proposal

Date	Number
9/25/2023	6275

Name / Address

Wilcon Construction Services LLC
P.O. Box 502 - 101 1/2 7th Street South
St. James, MN 56081-0502
Attn: Tyler
Ph: 507-375-5464/Fax: 375-4707

Project
Windom Truck Garage

Description	Total
Windom Truck Garage	
Add 2" Flat strapping to each side of the G12 wall 24" oc:	
Labor	1,344.00
Material	1,156.00

	Total	$2,500.00

Signature ______________________