



CITY COUNCIL MEETING

November 4, 2025

City Council Chamber

8:05 p.m.

AGENDA

CITY OF WINDOM, MN

444 Ninth Street, P. O. Box 38

Windom, MN 56101

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Call to Order

Pledge of Allegiance

1. Consent Agenda
 - Minutes
 - Council Minutes – October 21, 2025 & October 28, 2025
 - Community Center Commission – October 21, 2025
 - Utility Commission – October 23, 2025
 - Planning Commission – October 29, 2025
 - Telecom Commission – October 20, 2025
 - Exempt Gambling Permit – Windom Area Health Foundation – February 21, 2026
 - Regular Bills
2. Department Heads
3. 2026 Street Project
 - Resolution – Approving Feasibility Study and Calling for a Public Hearing
4. Street Department – 2024 Tractor Loader Purchase
5. Planning Commission
 - Variance Application – DVK Diversified – 7 Cottonwood Lake Blvd
 - Conditional Use Permit – Harry Rodriguez Vazquez – 1271 Hale Pl
6. Resolution – Calling for a Public Hearing – Miscellaneous Special Assessments
7. Resolution – Designation of Annual Polling Place
8. Resolution – MN Department of Transportation – Grant Agreement – Taxilane Widening
9. Power Sales Agreement – Central Minnesota Municipal Power Agency
10. Contractor Payments
 - Electric Generation Plant Project – Final Payment – \$100,000.00
 - Airport Taxilane Widening Project – \$151,363.50
 - 2025 Alley Project – Pay Request #2 - \$242,300.83
11. New Business
12. Old Business
13. Council Comments
14. Adjourn

**Regular Council Meeting
City Hall, Council Chamber
October 21, 2025
6:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Hilary Mathis

2. Roll Call:

Council Present: Hilary Mathis, Dennis Esplan, Jenny Quade, Scott Benson,
James Nelson and Jayesun Sherman

Council Absent:

City Staff Present: Steve Nasby, City Administrator; Jon Ketzenberg, Streets and
Parks Superintendent; Tim Hogan, Recreation Director; Tim
Snyder, Community Center Director; Ben Derickson, Fire
Chief; Kristen Porath, Ambulance Director; Matt Fast, Building
Official; Sonya Wilt, EDA Director and Devin Kopperud,
Sergeant

3. Pledge of Allegiance

4. Consent Agenda:

- Minutes
 - City Council Minutes – October 7, 2025
 - Economic Development Authority – October 13, 2025
 - Housing and Redevelopment Authority – October 8, 2025
 - Library Board – October 14, 2025
 - Planning Commission – October 14, 2025
- Exempt Gambling Permit – Windom Fire Department Relief Association – May 16, 2026
- Exempt Gambling Permit – Windom Youth Hockey Association – December 10, 2025
- Regular Bills

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

5. Department Heads:

Tim Snyder, Community Center Director, said they have the Red Cross Bloodmobile with the Women of Today group at the Community Center on October 22nd. October 25-26th is the annual gun show and on October 31st is the Trail of Terror from 4-6 pm and the target audience is age 12 and under.

Kristen Porath, Ambulance Director, said that they got a grant for some equipment which is on the agenda to accept. They have used the one-time State funds from last year for equipment purchases and are finishing that up. Year to date they are 110 calls ahead of 2024 year to date.

Mathis thanked Porath and all the EMTs for all their work and dedication to the community.

6. 18th Avenue Storm Sewer Improvement Project:

Mathis welcomed Dennis Johnson, Matt Johnson and Mike Johnson from JEG who are the engineers on this proposed project. The engineers will review the project and then the public hearing will open.

Preliminary

Dennis Johnson and Mike Johnson introduced themselves. Dennis Johnson said that the feasibility study identified the watershed areas that would benefit from the project and that is the basis for the assessments. He outlined the three options presented for improvement of storm water drainage in this area as it has a history of flooding. He reviewed each of the options and noted the difference in Options 1 and 2 are the size of the culvert, whereas Option 3 has a berm to divert water away from Red Leaf Court and uses existing culverts. He said the city Street Committee had recommended an option.

Quade said that the Street Committee had discussed Option 3 but was concerned on the size of the culvert at 12 inches and thought that could be 18 inches and maybe a dual arch culvert to permit more water flow out of the area. They wanted to hear from the residents on what they wanted. Dennis Johnson said that Option 3 has a berm on the road to divert water away so the 12-inch culvert was used, but an 18-inch would work. Quade said the city has concern about the expense to the property owner, but the problem needs to be fixed.

Nelson said that he understood only 2 of 3 culverts are being used. Dennis Johnson replied that there is a 54-inch culvert on the County Road that has not been opened up as there is not anything currently flowing to that side of the road and the 36-inch culvert downstream is not taking water like it did a long time ago due to the development of the 17th Street residential area. The culverts are not plugged, just underutilized.

Mathis said that commenters at the public hearing are asked to identify themselves and their address. Please keep comments to three minutes and then after everyone has had a chance to speak people can come again for additional remarks. Mathis opened the public hearing at 6:46 pm.

Vern Leen, 1815 Red Leaf Court – said that he disagrees with Option 3 as that will do him no good and that he and his neighbor take the brunt of all the water in that area. He has gone through floods at his house and sustained a lot of damage. He wants Options 1 or 2. He noted that Dennis Johnson moved out of this neighborhood and that during the last flood the pumping was moved to benefit the former Mayor's son's property. Dennis Johnson said that they still own the house in the neighborhood as his son lives in it and moving the pumping to the other side of the road during the last flood was the right thing to do.

Justin Harrington, 2405 Red Leaf Court – said that his sump pump only runs when the water is up to the road and thinks Option 3 will work. People including himself are wondering why they are being assessed for the project and that the city should pay for all of the project. He has been flooded and paid much more than the proposed assessment to fix his house so it is not the money, but the city paid for the Island Park berm so it should pay for all of this.

David Wells – Parcel #25-023-0100 and #25-023-0200 said that he wants to appeal the assessment. He has 60 acres of CRP land. There are no improvements to his land and no benefits, the 430 acres north of this area are not being assessed. He sees no benefit to himself, but would pay a little to help out. The assessment for his land and the school property comprises about 60% of the project cost for Option 3 and the \$35,000 this costs him is too high as regular residential lots are assessed only about \$250 each. Options 1 and 2 would raise his assessment to \$200,000 to \$240,000. He sees another option which is to build a storm water retention pond on his land, which he would sell to the city for what he paid. He said there is a control valve in the ditch and when that is shut the property floods. His land is CRP and that holds water and it would be worse flooding if it was in row crops.

Holly Anderson – 2721 Kalash Road – said she and her husband recently purchased that property and some adjacent land. She does not see several of their lots included in the watershed so she is

Preliminary

wondering why they are being assessed. Dennis Johnson looked at the watershed map in the feasibility study and agreed that lots 1 – 7 in Kountry Acres should not be included and this was an error in the assessment role that they will correct.

Rory Lindvall – 1900 River Road – said the land outside the city limits do contribute to the watershed and should be assessed too. The Island Park berm was city paid so this should be covered too. He concurred that water formerly went to culverts downstream and now water cannot get to them, but the city should use the ditch system to get water to these culverts. He is not against the project just does not think the property owners should pay for it.

Steve Beihoffer – 1810 Red Leaf Court – said he has a house and two empty lots. He does not think the property owners should pay for the improvement and certainly not for an empty lot. The City allowed development in this area which was many years ago and the storm water improvements needed should have been done at that time. He does not even know why the Red Leaf Court subdivision was even approved as it was not done right from day one. It should not have to be fixed now at the property owner's expense. He asked the difference between Option 1 and 2. Dennis Johnson said the culvert size is either 36 inch or 54 inch.

David Wells – feels that Planning and Zoning failed and the County shop development added to the problem as did the Kalash addition when it was developed and this storm water problem should have been taken care of years ago and the city budgeted to pay for storm water. He has heard tonight that the city paid for Island Park berm and others such as Great Bend Township and the County should be asked to pay for the project too. He does not feel he gets any benefit from the project.

David Golownia -1830 Red Leaf Court – asked about the distance down the road for the berm. Dennis Johnson said about five lots distance. Golownia asked what happens to the water by the Soleta house and the five other lots in this area if the berm is built to divert water away from Red Leaf Court. Dennis Johnson said that the berm is high enough to keep water out of Red Leaf Court but will not cause a problem for Soleta or the other lots as the culverts will take the water away.

Mathis asked if anyone else wanted to address the public hearing. Hearing none, she closed the public hearing at 7:14 pm.

Dennis Johnson said that he heard the comments on the project and that all of the options will work. The key goal is to not have flooding on Red Leaf Court.

Nelson said if all the water gets to the river faster would that have a negative impact on downstream properties. Dennis Johnson said that the Des Moines River has its own issues but the volume of water coming from the storm sewer is a negligible impact to the river maybe one-hundredth of a foot.

Benson said he agrees the undeveloped land should be treated differently and not be assessed as much. Dennis Johnson said the Council can assess the project by any formula it wants. If not by square foot, doing it by lot is an option and that maybe unfair to others as one big lot would pay the same as a small lot. It can be assessed using a run-off study, but that is costly. Dennis Johnson said the Street Committee can discuss the assessment options. Benson said that some of the amounts seem like a high amount for people, especially a few property owners so he is for referring this back to the Street Committee to discuss project and assessment options.

Quade said she wants additional input from the engineer and others if the Street Committee is going to revisit this project.

Sherman said it appears there are other options to consider and look at assessment proportions.

Motion by Benson second by Sherman to table this project and refer it back to the Street Committee. Motion carried 5 – 0.

Nelson said maybe input from the large property owners could be included as well.

Quade said that she is okay with it being referred back but wants Council input on what option to select and what people are thinking for covering the cost with or without the city paying part of it.

Mayor Mathis recessed the meeting at 7:30 pm. The meeting was reconvened at 7:37 pm.

7. Planning Commission – Variance – 1605 6th Avenue:

Matt Fast, Building Official, said that the applicant has worked with the staff and Planning Commission on developing an alternative location for the 17th Street side of the proposed fence at 1605 6th Avenue. The Planning Commission is recommending approval of a variance subject to four conditions as stated in the memorandum. The conditions recommended by the Planning Commission are as follows:

1. The proposed fence does not block the “vision triangle” either at the neighbor’s driveway or the intersection of 17th Street and 6th Avenue.
2. The compromise location of the fence would line up with the front of the neighbor’s garage and would not interfere with vision from her garage.
3. The proposed fence will not extend farther towards Sixth Avenue than the back of Harrolds’ house.
4. A 3-foot gate shall be installed in the fence in a location to be determined by the Building Official.”

Motion by Sherman second by Benson to approve the variance for 1605 6th Avenue subject to the conditions outlined by the Planning Commission. Motion carried 5 – 0.

Quade, Sherman and Mathis thanked the Planning Commission, the property owners and city staff for working together to find a workable solution.

8. EDA – Child Care Strategic Supply Plan:

Sonya Wilt, EDA Director, said that she and others have been working on increasing the supply of child care. First Children’s Finance has a program offering technical assistance to further this effort. The assistance is in the form of a grant and the EDA Board has recommended approval.

Motion by Nelson second by Quade to approve the technical assistance agreement between the City of Windom and First Children’s Finance. Motion carried 5 – 0.

Motion by Quade second by Benson to approve the Memorandum of Understanding. Motion carried 5 – 0.

Motion by Quade second by Benson to ratify the EDA Director’s execution of the MOU and Technical Assistance agreement. Motion carried 5 – 0.

9. Resolutions – Grant Agreements – Compeer Financial Fund for Rural America:

Mathis said that the Ambulance Director and Fire Chief had completed grant applications for equipment and thanked Porath and Derickson for their work on the applications and getting the grants.

Porath said that the \$1,940 would be used for stretchers and extraction splints.

Council Member Benson introduced the Resolution No. 2025-52, entitled “AUTHORIZATION TO ACCEPT A DONATION GRANT FROM COMPEER FINANCIAL FUND FOR RURAL AMERICA FOR THE WINDOM AMBULANCE DEPARTMENT” and moved its adoption. The Resolution was seconded by Sherman and on roll call vote: Aye: Esplan, Benson, Quade, Nelson and Sherman. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

Ben Derickson, Fire Chief, said they applied for funding for specialized nozzles for the fire trucks and that was funded as well by Compeer.

Council Member Nelson introduced the Resolution No. 2025-53, entitled “AUTHORIZATION TO ACCEPT A DONATION GRANT FROM COMPEER FINANCIAL FUND FOR RURAL AMERICA FOR THE WINDOM FIRE DEPARTMENT” and moved its adoption. The Resolution was seconded by Benson and on roll call vote: Aye: Nelson, Sherman, Benson, Quade and Esplan. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

10. Police Department:

Devin Kopperud, Sergeant, said that the State requires a body camera audit to be conducted. An independent consultant was hired to do the review and the audit was passed with no issues.

Motion by Benson second by Sherman to accept/approve the body camera audit. Motion carried 5 – 0.

Nasby said the next item is a renewal of the Community Policing Agreement with Windom Area Health. He said that Chief Peterson is supportive of the agreement and feels this is a good relationship for both parties. Nasby said the amount paid is 5% higher than it was for the last two-year agreement and no other terms have changed.

Motion by Sherman second by Esplan to approve the Community Policing Agreement with Windom Area Health. Motion carried 5 – 0.

Benson said he appreciated the partnership between the PD and the hospital and would like to encourage more of these with other departments. The Council had previously talked to the hospital about ways to help out with projects and their budgeting will start soon so now is a good time to start conversations. The Council wanted to see how the new building performed and thinks the city should be engaging with the hospital on projects such as the fire platform truck.

Nasby said the Personnel Committee had met with Chief Peterson and discussed the re-instatement of the Assistant Chief position in August. This leadership reorganization would help with internal leadership and the future of the department. The Personnel Committee is recommending that the Assistant Chief position be reinstated and the funds included in the 2026 budget.

Motion by Benson second by Sherman to reinstate the Assistant Police Chief position. Motion carried 5 – 0.

11. Airport Consulting – Engineering Services Agreement:

Benson said he is abstaining from the discussion and vote as he is the Airport Manager.

Nasby said that every five years the FAA requires the city to do a request for proposals (RFP) for engineering services. The city sent RFP to several firms and advertised in the League of Minnesota Cities classified ads. There were three responses to the RFP and all three firms were interviewed. The

Airport Manager, Airport Commission Chair, Finance\Information Analyst and himself conducted the interviews and are recommending that the city continue with SEH, Inc. as the airport engineers.

Motion by Sherman second by Quade to approve the engagement of SEH, Inc. for airport engineering services. Motion carried 4 – 0 – 1.

12. Personnel:

Tim Hogan, Recreation Director, said that he and the Community Center Director are recommending the hiring of Tony Burrell for the part-time, union Community Center\Arena Maintenance Assistant position at Step 1 with increase to Step 2 at successful completion of the probationary period. This hire will replace Dan Castle who resigned from the position.

Motion by Benson second by Quade to approve the hiring of Tony Burrell for the part-time, union Community Center\Arena Maintenance Assistant position as stated. Motion carried 5 – 0.

13. Mayor Appointment – Planning Commission:

Mathis said she is recommending the appointment of Tyler Patterson to the Planning Commission to fill the unexpired term of Brett Mattson. Mr. Patterson attended a meeting and he is willing to serve.

Motion by Sherman second Benson to appoint Tyler Patterson to the Planning Commission to fill an unexpired term. Motion carried 5 – 0.

14. Contractor Payment – Island Park Berm Project – Pay Request #1 for \$277,806.32:

Jon Ketzenberg, Streets & Parks Superintendent said the engineers have reviewed the pay request and are recommending it for approval. The berm project is nearly completed with some minor work on a drain and seeding remaining. Ketzenberg is hoping that the staking and concrete for the new shelter can be done yet this fall.

Motion by Esplan second by Quade to approve Pay Request #1 for Mathiowetz Construction for \$277,806.32 for the Island Park Berm Project. Motion carried 5 – 0.

Motion by Benson second by Sherman to re-open Island Park to the public. Motion carried 5 – 0.

15. New Business:

None.

16. Old Business:

None.

17. Council Comments:

Benson said that colder weather is coming and asked people to help out if they can, maybe donate a coat to someone in need.

Sherman said it was good to see people attend the public hearing and provide their comments. He encouraged people to attend the Council meetings at any time.

Quade said she appreciates the Department Heads looking for grant funding. She noted the city has tried for grant funding for Red Leaf Court storm sewer improvements several times and not been funded yet. She also appreciated all the public hearing comments on the proposed project.

Preliminary

Nasby said that the State HSEM office has sent a letter to FEMA supporting the city's appeal of the swimming pool determination.

Mathis said she also appreciated the public comments and respectful behavior of everyone. She said that Councilmember Benson had gotten the Community Champion award from the Chamber and that is a tribute to all his work.

18. Adjournment:

Mayor Mathis adjourned the meeting by unanimous consent at 8:13 p.m.

Hilary Mathis, Mayor

Attest: _____
Steve Nasby, City Administrator

Special City Council Meeting – Budget Workshop
Windom Community Center
October 28, 2025
5:30 p.m.

1. Call to Order:

The meeting was called to order by Mayor Hilary Mathis

2. Roll Call:

Council Present: Hilary Mathis, Dennis Esplan, Jenny Quade, Scott Benson,
James Nelson and Jayesun Sherman

Council Absent:

City Staff Present: Steve Nasby, City Administrator; Jon Ketzenberg, Streets and
Parks Superintendent; Kristen Porath, Ambulance Director;
Matt Fast, Building Official; Sonya Wilt, EDA Director and
Donna Torkelson, Finance Director

3. 2026 Budget Workshop

Quade said when the Council gets to the Capital Improvement Plan budget, she would like to possibility consider some funding going to the Red Leaf Court Storm Sewer project.

Ambulance – Kristen Porath, Ambulance Director, said that there were significant billing issues at the end of 2024 and early 2025 as the company doing the work was not performing no following up on bills that were sent. The city did switch to a new company and started back to April 2025. The former billing company is being sued and the city could join that lawsuit. Torkelson said that the auditors did a substantial write-off for 2024 due to the problems. Porath said she had some State funding for equipment to use by the end of the year and does not expect any funds coming in 2026. 2026 expenses are a little higher for supplies and meds. Vehicle maintenance and postage are down a little for 2026. Overall, the budget is lower by \$118,000 due to lower capital purchases in 2026. Ambulance Unit 29 can be pushed back as miles are now spread over four rigs. Porath would like to doe deliberators and cots totaling \$240,000 for 2026 and the next rig would be in 2028.

Benson asked about staff coverage. Porath said it is never enough and getting harder to find daytime coverage. They have 1,000 calls so far this year which is busy.

Mathis asked about the 2025 billing issues. Porath said that no bills went out January – March 2025 and they are working on matching up run sheets and getting payments as they can.

Building and Zoning – Matt Fast, Building Official, said that there is not much change from the 2025 budget. 2026 is a new code cycle from the State so he will need new books and some travel funds for continuing education classes. The \$20,000 for blighted homes was not included in the 2026 budget as there is about \$80,000 in that fund, but they do have a couple of interested parties.

Benson asked about nuisance complaints. Fast said they have had a number of them and they do take time to process. One property was recently cleaned-up.

Parks – Jon Ketzenberg, Streets & Parks Superintendent, said the budget is same as last year with the costs for labor and benefits going up. The water expenses can vary quite a bit depending on weather. The pickleball nets seem to be needing replacement more often due to abuse and they have had some vandalism in the park restrooms. The Island Park shelter will start this fall with construction. He has

Preliminary

capital requests for building maintenance for \$5,000, the Island Park berm at \$400,000 and a small tractor that is shared with the Arena for \$60,000.

Streets – Jon Ketzenberg, Streets & Parks Superintendent, noted the budget for Streets includes \$70,000 for seal-coating and crack-filling. Esplan said that he wants every street seal-coated once every five years and more money should be included for that activity. Ketzenberg said they would concentrate on the streets done with the 2020 Street project, 4th Avenue and some others where a seal-coat is needed. Labor costs and payroll taxes are up. Tires for the loader are \$20,000 and he has \$20,000 in salt/sand that was just delivered.

Economic Development Authority – Sonya Wilt, EDA Director, said that travel, meals and advertising were down in the 2026 budget. Subscriptions up a little and most other categories the same. Three TIF Districts will be de-certified by year end and some of those funds will be sent to the City and other taxing jurisdictions. For capital projects she is requesting \$100,000 to re-capitalize EDA programs such as Façade improvement, Revolving Loan Fund and Commercial Rehab. She said that Premium Iowa Pork is to make a \$100,000 loan payment to the City for the State grant and these funds can cover that request. She would also like \$6,000 to replace the EDA\Building Dept printer/copier. Nasby said that the rest of the copiers\printers in the city are leased and that is the option they should look at versus purchasing one. Wilt said the last request is for \$1,100 to replace the Administrative Assistant's computer as it is old and not Windows 365 compliant which is a risk.

Benson asked about a grocery store. Wilt said she did do outreach again and has not heard back much other than a “no” from one chain as we are too small of a community.

Mathis recessed the meeting at 7:10 pm for a 10-minute break. Mathis reconvened the meeting at 7:20 pm.

Nasby said that the next phase of the workshop is to consider all the capital spending requests made by the non-Enterprise Fund Departments. He had a list of the projects on a spreadsheet for the Council to review and fund. The spreadsheet would update the proposed tax levy amount as capital funds were allocated to projects. The projects discussed included the following:

Project Name	Request
Administration - Compensation Study	\$20,000
Administration - Computer Replacement	\$3,000
Red Leaf Court - Storm Sewer	?
City Hall Building	\$75,000
City Hall - Windows	\$25,000
EDA - Computer Replacement	\$1,100
EDA - Recapitalization of RLFs	\$100,000
Fire - Unit 23 Engine\Pumper\Platform Truck	\$400,000
Fire - Unit 24 First Response Truck	\$240,000
Parks - Building Improvements	\$5,000
Parks - Snow Plow for Unit 45	\$150,000
Parks - Kastle Kingdom	\$50,000
Streets - Equipment Reserve Fund	\$25,000
Streets - Front End Loader	\$250,000
Streets - Sno-Go Replacement	\$220,000

Preliminary

Streets - Tractor	\$60,000
Airport - Pavement Reconstruction	\$500,000
Arena - Restroom Renovations	\$30,000
Arena - Zamboni Replacement	\$98,000
Library - Computer Replacement	\$2,000
Server and Network Upgrade	\$1,500
City Website & Citizen Notification System	\$1,500

Motion by Benson second by Esplan to set the final proposed property tax levy at \$2,740,021 which is 2.14% increase from 2025. Motion failed 2 – 3 (Sherman, Quade and Nelson)

Mathis, Quade and Sherman noted they also want to keep the taxes low but there are projects that need to get done and the public expects the city to provide amenities. Council discussion on adding in funds for a few more projects totaling about \$49,000 was done.

Project Name	Request	2026 Budget Funded
Administration - Compensation Study	\$20,000	\$ 20,000
Administration - Computer Replacement	\$3,000	\$ 3,000
Red Leaf Court - Storm Sewer		\$ 10,000
City Hall Building	\$75,000	\$ 50,000
City Hall - Windows	\$25,000	\$ -
EDA - Computer Replacement	\$1,100	\$ 1,100
EDA - Recapitalization of RLFs	\$100,000	\$ 14,500
Fire - Unit 23 Engine\Pumper\Platform Truck	\$400,000	\$ -
Fire - Unit 24 First Response Truck	\$240,000	\$ -
Parks - Building Improvements	\$5,000	\$ 5,000
Parks - Snow Plow for Unit 45	\$150,000	\$ -
Parks - Kastle Kingdom	\$50,000	\$ 70,000
Streets - Equipment Reserve Fund	\$25,000	\$ 25,000
Streets - Front End Loader	\$250,000	\$ -
Streets - Sno-Go Replacement	\$220,000	\$ 220,000
Streets - Tractor	\$60,000	\$ 60,000
Airport - Pavement Reconstruction	\$500,000	\$ 12,500
Arena - Restroom Renovations	\$30,000	\$ -
Arena - Zamboni Replacement	\$98,000	\$ 98,000
Library - Computer Replacement	\$2,000	\$ 2,000
Server and Network Upgrade	\$1,500	\$ 1,500
City Website & Citizen Notification System	\$1,500	\$ 1,500

Motion by Benson second by Esplan to set the final proposed property tax levy at \$2,789,521 which is a 3.99% increase from 2025. Motion carried 5 – 0.

Esplan said he was happy that the preliminary levy of 4.9% was as low as it was and that cutting it a bit more is important to the citizens and especially seniors on fixed incomes.

Preliminary

4. Adjournment:

Mayor Mathis adjourned the meeting by unanimous consent at 8:42 p.m.

Hilary Mathis, Mayor

Attest: _____
Steve Nasby, City Administrator

Community Center Commission Minutes

Monday October 20, 2025

1. Call to Order: Called to order by Linda Stuckenbroker at 5:30 p.m.

2. Present:

President: Linda Stuckenbroker

CC Director: Tim Snyder

Commission Members: Mitch Voehl

Jan Duscher

Al Baloun

William Hanson

Commission Liaisons: Scott Benson

Jim Nelson

City Administrator: Steve Nasby - Absent

3. Approval of Minutes: Tabled from September 8, 2025.

4. Director Report:

Personnel:

Discussed new hire.

Financial Report:

Increased usage = Increased Income

5. Old Business:

A. Smoke machines are no longer allowed as smoke alarm might activate during an event.

- Motion: Mitch Voehl, seconded by William Hanson to approve smoke machine policy; approved 3-2.

B. Vestibule is complete.

C. Patio wall in place with remainder of finishing work to take place in the spring of 2026.

D. Celebration of Life Package is completed.

6. New Business:

A. Reviewed proposed changes to fees for inflatables/birthday packages.

- Motion: William Hanson, seconded by Jan Duscher to increase Birthday package to \$200 on January 1, 2026.

B. Roof updated and complete.

7. Commissioners Comments:

- A. Jan Duscher will resign in the near future.
- B. Request for meeting packets prior to monthly meeting.

Next Meeting: November 10, 2026 5:30 pm.

Motion to adjourn by Jan Duscher, seconded by Al Baloun at 6:11 pm, motion approved 5-0.

UTILITY COMMISSION MINUTES
Council Chambers
October 23, 2025

Call Meeting to Order: The Utility Commission meeting was called to order at 10:00 A.M.

Members Present: Utility Commission Chairperson: Mike Schwalbach
 Members Present: Tom Riordan and Glen Francis (via Zoom)
 Members Absent: None
 City Council Liaison: Scott Benson
 City Staff Present: Steve Nasby, City Administrator; Jason Sykora, Electric
 Superintendent; Ryan Anderson, Water/Wastewater Superintendent and Tayler
 Lehmann, Utility Billing/Analyst
 Others: None

APPROVE MINUTES

Motion by Riordan, second by Francis to approve the September 25, 2025 Minutes.

Motion carried 3 – 0.

ELECTRIC ITEMS

Wilcon Final Payment

Sykora discussed the details involving the final Wilcon Payment. The original contract price was \$5,563,762.48. There was a deduct to the contract price of \$96,043 as only \$3,957.00 of the contingency monies was used. The final contract price is \$5,363,719.48. The remainder balance to be paid is \$100,000.

Motion by Francis, second by Riordan to pay the remaining balance due to Wilcon.

Motion carried 3 – 0.

Wind PPA

Sykora informed the group about an opportunity for a wind (PPA) Power Purchase Agreement. The location is near Bingham Lake. The City of Windom would only purchase the power that is produced. Sykora mentioned he signed a letter of intent to take one megawatt which is lower than our load share max of 2.2 megawatts. There was discussion about the load share and the possibility of taking up to the allocated amount. The substation is a deliverable site, with the possibility of adding batteries on the site. This would add more capacity at the site. Sykora talked about the logistics and options on the capabilities for the batteries.

Motion by Riordan, second by Francis in entering into the wind PPA agreement, up to the original allocation of 2.2 megawatts. Motion carried 3 – 0.

Smart Goals

Sykora outlined their SMART goals in detail and discussed the practical application of the training in real-world scenarios. Highlighting the benefits of having two employees attend training together for better communication and understanding. Sykora confirmed the completion of staff training and the involvement of the employees.

Other

Sykora provided updates on the Tantalus project. Training will occur during first week of November for the new meter installation process.

Sykora shared they will be boring underground to connect the new score board at the Windom Area School track field. They are putting the lighting back at Island Park after the berm project is complete. The Electric crew is also still working on cutting customers over to the new underground lines installed in the downtown alleys.

WATER/WASTEWATER ITEMS

Well #4 Service Work

Anderson described an incident on Well #4. The motor locked up, leading to troubleshooting and the decision to replace both the motor and the pump. The pump was found to be hanging loose by bolts, necessitating its replacement. Despite efforts to fix the control issues, the plant could not recognize the well running, indicating a programming problem. Anderson mentioned that a technician will be coming down to resolve the programming issue.

North Tower Cleaning

Anderson explained the north water tower cleaning was completed. The company that was hired used pressure washers to clean the tower.

Other Water/Wastewater Items

Anderson informed there was an extension for the Wellhead Protection Plan Amendment, pushing the extension to June of 2028.

Anderson shared hydrant flushing went as expected with no issues.

Anderson talked about biosolids. They spent most of October dewatering the sludge, lab testing and will plan on hauling in early November.

Regular Bills

Motion by Riordan, second by Francis to approve the regular bills as presented.

Motion carried 3 – 0.

Old Business

Sykora shared Premium Iowa Pork is using half of the power that HyLife used. September was the highest usage Premium Iowa Pork has seen. There is anticipation that power use will continue to rise.

New Business

None

The next Commission meeting was scheduled for November 20th, 2025 at 10:00 a.m. in the Council Chambers. Meeting date change due to the Thanksgiving Holiday.

Adjourn

Schwalbach adjourned the meeting by unanimous consent at 11:00 a.m.

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator

**CITY OF WINDOM
PLANNING COMMISSION
MINUTES
SPECIAL MEETING
OCTOBER 29, 2025**

1. Call to Order: The meeting was called to order by Chairman Baloun at 5:30 p.m. onsite at 7 Cottonwood Lake Boulevard.

2. Roll Call & Guest Introductions:

Planning Commission: Jared Baloun, Carol Hartman, Ben Byam, Lorri Cole, Matt Miller, Tyler Patterson, and Brandon Pletcher. Absent: Tom Tegels.

Also Present: B&Z Staff: Building & Zoning Official Matt Fast and Admin. Asst. Mary Hensen, and Mayor Hilary Mathis.

Public Present: Robert “Bob” Braun (DVK), David Voss (DVK), and Chris Vanderbeek (DVK).

3. View Site Location – Variance Application – 7 Cottonwood Lake Blvd.
Re: Elevation of Lowest Level of Structure – Shoreland District
Applicant: DVK Diversified, LLC

The Commissioners viewed the excavation site on the lot. Bob Braun from DVK explained the marker concerning the elevation level for the basement of the proposed new house and answered questions. The Commissioners and DVK Staff then went over to the lake side of the subdivision and viewed the two stakes representing the ordinary high water level and the highest known water level that was surveyed in 2024. The stake on the lot had been placed by DVK Staff after they shot the elevation. The stakes by the lake were placed by the DNR Staff.

4. Recess & Reconvene at City Hall: Chairman Baloun recessed the meeting at 5:48 p.m. and the Commissioners and DVK Staff traveled to City Hall. Chairman Baloun reconvened the meeting at 6:02 p.m. in the City Council Chamber at City Hall.

5. Review, Discussion, and Recommendations

- A. Variance Application – Elevation of Lowest Level of Structure – 7 Cottonwood Lake Blvd.
Applicant: DVK Diversified, LLC

Chairman Baloun introduced the agenda item and referred to Zoning Admin. Fast for information concerning the application. City Code Section 152.227(A)(1) provides that, pursuant to the shoreland classification for Cottonwood Lake, the lowest floor of a structure (including the basement) must be placed at a level at least three feet above the highest known water level, or three feet above the ordinary high water level, whichever is higher.

The Applicant is requesting a variance to construct a single family dwelling with the lowest level of the structure 3 feet above the ordinary high water level of 1371.6 feet as shown on the recorded Final Plat. Bob Braun of DVK Diversified, LLC has confirmed that during the flooding in 2024 the water level south of the road in the basin area did not get above 1371 feet.

At the time that the property was platted, the ordinary high water level was 1371.6. However, during the historic flooding in 2024, a new highest known water level for properties within the Shoreland District was surveyed by the DNR as 1376.87.

To position the lowest floor of the new home three feet above the 2024 peak would require an extensive amount of fill and would also raise the level of the home significantly higher than the street creating a steep driveway.

In his e-mail, Tom Kresko, DNR Hydrologist, provided the DNR's recommendations. The last recommendation provided that at a minimum, require the lowest floor to be at least at or higher than the highest known water level (which is 1376.87).

At the meeting on October 14th, Mr. Braun stated that DVK would be able to construct the lowest level at the new "highest known water level" surveyed in 2024 as 1376.87 but not an additional 3 feet above that level.

DVK Diversified, LLC is currently working with the Windom Building & Zoning Office and the local DNR Hydrologist concerning a shoreland impact plan.

The public hearing on this Zoning Application was held at the Planning Commission Meeting on October 14th. At that time, the Planning Commission tabled its recommendation to allow time for an onsite visit of the property.

In response to a question, Admin. Asst. Hensen replied that the Planning Commission can put reasonable conditions on a variance.

In response to a question as to whether there is any way to challenge the shoreland classification for this property or is it because of the 1,000-foot guideline, Zoning Admin. Fast replied that the City adopts the DNR's shoreland ordinance and administers the ordinance. Pursuant to the ordinance, land up to 1,000 feet from the ordinary high water level is classified as in the Shoreland. Because there is no floodplain map for the area adjacent to Cottonwood Lake, we are required to follow the 1,000-foot guideline. In the past, DNR representatives had said that there should have been a mapped floodplain around the lake. Ceil Strauss, DNR State Floodplain Manager, is going to attempt to secure funding to do this mapping. However, that could take a number of years.

In response to a question as to whether the DNR has the final say over the Planning Commission's recommendation, Zoning Admin. Fast replied that the Planning Commission can approve a recommendation and send it to the City Council. If the Council approves the variance, then the variance information is sent to the DNR and will go to the St. Paul Office for final approval. Zoning Admin. Fast advised that the recommendations received from DNR concerning this application from local DNR Hydrologist Tom Kresko came from Ceil Strauss, Garry Bennett, and others in the St. Paul Office.

In response to a question, Bob Braun from DVK replied that if there are no other options, they can construct the lowest floor at the highest known water level. The current basement level is at 1374.6 feet which is 3 feet above the ordinary high water level. To bring that level up to 1376.87 feet is 2.27 feet higher.

In response to a question as to whether we have to wait for the final approval from DNR, Zoning Admin. Fast said the Planning Commission's recommendation will go to the City Council for approval and then to the DNR to either approve or appeal.

In response to a question as to whether there was any water on the site when DVK was working on preparing the footings for the new house, Bob Braun replied that there was no water on the site.

In response to a question, Zoning Admin. Fast replied that when he was out in that area with the local Hydrologist, Mr. Kresko was aware that there had been no water in that area when DVK was working in the basin in 2024.

Bob Braun said that DVK worked with DGR Engineering, who is also the City's Engineer on that project; and he didn't believe that DGR would have prepared the plans to install the electrical transformer, generator and top of lift station at their levels in the basin if DGR thought it would flood there or water would seep up through the ground in the basin. Bob Braun stated that DVK did its deepest excavation in the basin during the time when the water level was the highest on the lake and there was nothing in the basin.

There being no other questions or comments, Zoning Admin. Fast read the proposed Findings of Fact for granting of a variance in the Shoreland District:

- (1) The variance will not result in the placement of an artificial obstruction which will restrict the passage of storm and flood water in a manner as to increase the height of flooding;
- (2) The variance will not result in incompatible land uses or which would be detrimental to the protection of surface and ground water supplies;
- (3) The variance is in keeping with land use plans and planning objectives for the City and will not increase or cause danger to life or property;
- (4) The variance is consistent with the objectives of encouraging land uses compatible with the preservation of the natural land forms, vegetation and the marshes and wetlands within the City;
- (5) The proposed use is permitted in the R-2 District in which the subject property is located; and
- (6) The Applicant has submitted a shoreland impact plan as required and set forth in the City Code.

Zoning Admin. Fast stated that Staff recommends that the approval of the variance is conditioned upon the requirement that the lowest floor of the new home shall be constructed at or above the highest known water level of 1376.87.

Zoning Admin. Fast advised that the Planning Commission makes the recommendation concerning the level of the lowest floor of the proposed new home. DNR can appeal the recommendation if they choose.

Chairman Baloun said that it is a tough decision because we are aware that construction has been pushed back. He expressed his concerns regarding the matter. He asked if the Commission could require installation of drain tile on the front face of the foundation and/or interior drain tile. Bob Braun replied that they would put drain tile on the outside; fill in rock, sand, or other acceptable material up to the top of the footing; and run the tile into a sump hole.

In response to a question as to whether this house needs to have a basement, Bob Braun replied that there would not be enough square footage without a basement as there is not much land at ground level on this lot and buyers would require a basement.

Commissioner Pletcher said that ultimately DNR has the final say and the Commission should take into strong consideration DNR's recommendation. Otherwise, it could delay the project even more.

Zoning Admin. Fast said that the DNR had recommended in their e-mail that at a minimum require the lowest floor to be built at least at or higher than the highest known water level (which is 1376.87).

There were some comments from DVK Staff as to whether they should abandon the project.

Zoning Admin. Fast said that the City was not aware that DNR had surveyed a new highest known water level at the time of the 2024 flood. When DVK applied for the building permit for the new home, he had contacted the local Hydrologist concerning the project. The next day, the Hydrologist told him about the highest known water level surveyed at the 2024 flood.

DVK Staff said that they did not want to build a house that anyone would have a problem with, but they saw no water during their excavation for the sewer line and during their work in the basin.

In response to a question concerning a possible timeline for the DNR's review of the recommendation, Zoning Admin. Fast that he would request that the DNR contact us with their response as soon as possible.

Commissioner Byam confirmed with Zoning Admin. Fast that DNR said at least 1376.87 feet and confirmed with Bob Braun that DVK can make that elevation work.

Commissioner Hartman asked DVK Staff if the Planning Commission goes forward with this recommendation does that mean your project is off. Bob Braun replied "no".

Motion by Commissioner Cole, seconded by Commissioner Byam, to recommend City Council approval of the variance application, submitted by DVK Diversified, LLC, on the condition that the lowest floor of the home shall be at least at or higher than the highest known water level which is 1376.87 feet.

The property is located at 7 Cottonwood Lake Boulevard in Windom, Minnesota, and is legally described as: Lot 6, Block 3 of South Cottonwood Lake Subdivision in the City of Windom, Cottonwood County, Minnesota. (Parcel No. 25-714-0260)

Findings of Fact concerning recommendation on variance application:

1. As stated in the narrative herein.

The motion includes that the jurisdictional documents and the findings of fact be made a part of the hearing record.

Motion carried : 6 Ayes (Commissioners Baloun, Byam, Cole, Hartman, Miller, and Pletcher), and 1 Abstention (Commissioner Patterson as he had not taken the oath of office at that time). Commissioner Tegels was absent.

Bob Braun asked if there was a way to do a study to take the lots south of the new street out of the shoreland or to do floodplain maps for those lots. There was a brief discussion. Zoning Admin. Fast will contact the DNR concerning any options.

Chairman Baloun recessed the meeting at 6:42 p.m. Chairman Baloun reconvened the meeting at 7:00 p.m.

Also in attendance at the meeting at that time were Harry Rodriguez Vazquez, Andrea Flores, Jonathan Klassen, Anna Klassen, and Maria Adame.

6. Chairman Baloun requested that two items be added to the Agenda: Welcome New Commissioner Tyler Patterson and Oath of Office by Commissioner Tyler Patterson.

Motion by Commissioner Hartman, seconded by Commissioner Miller, to add the two requested items to the Agenda. Motion carried 6-0. (Abstention by Commissioner Patterson.)

7. Welcome New Commissioner Tyler Patterson: Chairman Baloun welcomed new Commissioner Tyler Patterson to the Planning Commission.
8. Oath of Office – Tyler Patterson: Tyler Patterson took the oath of office for a Planning Commissioner.
9. Approval of Minutes - October 14, 2025:

Motion by Commissioner Hartman, seconded by Commissioner Byam, to approve the Planning Commission Minutes for the Meeting held on October 14, 2025, as sent. Motion carried 7-0.

Chairman Baloun announced that an application for a conditional use permit was filed concerning property at 591 Second Avenue. The public hearing notice was published on October 15th. On October 24th, that application was withdrawn by the Applicant and the Consent to the application was withdrawn by the property owner. Therefore, there is no agenda item for that application.

10. Public Hearing
 - A. Conditional Use Permit Application – Impound Lot – 1271 Hale Place
Applicant: Harry Rodriguez Vazquez & Property Owner: Carl Bjorklund, Jr. (Estate):

Chairman Baloun introduced the agenda item and referred to Zoning Admin. Fast for information concerning the application. Harry Rodriguez Vazquez has submitted an Offer to Purchase the former Carl's Repair property owned by Carl Bjorklund, Jr. and located at 1271 Hale Place. Harry is the owner of a

towing/wrecker service known as River Towing and needs a location for an impound lot for his business. Harry has submitted an application for a conditional use permit to allow the use of the property as an impound lot. Carl Bjorklund, Jr.'s property is currently in his estate. The Co-Personal Representatives for the Estate have signed Consents to this application for a conditional use permit for an impound lot on this property.

The Bjorklund property is zoned as I-1 Light Industrial. Pursuant to City Code Section 152.152(D), an impound lot for storage of inoperable vehicles (vehicle wrecking) is allowed as a conditional use in the I-1 District. City Code Section 152.477 sets forth the City Code requirements regarding an impound lot.

Zoning Admin. Fast displayed an aerial of the area proposed for the impound lot on the screen. He stated that Mr. Rodriguez is proposing a 6-foot tall vinyl fence completely around the impound lot so it will be closed from vision and there will be locked gates on the fence. He advised that the proposed fencing does meet the requirements for fencing and screening in Section 152.477.

The City Council approved an impound lot in June 2020. Zoning Admin. Fast reviewed examples of conditions recommended by the Planning Commission at that time and/or contained in City Code Section 152.477.

Zoning Admin. Fast advised that there are several parcels in this area which are owned by the Mr. Bjorklund's Estate. Parcel No. 25-821-0030 and Parcel No. 25-131-0010 should be designated as the parcels for the proposed impound lot. Parcel No. 25-821-0040 is a paved access that runs between two residential homes. This parcel should not be used as an impound lot or blocked by vehicles, etc.

Zoning Admin. Fast further advised that the Westerly 42 feet of Parcel No. 25-131-0010 is included in a gravel access owned by the City of Windom that provides access to properties north of this parcel. Therefore, the Westerly 42 feet of Parcel No. 25-131-0010 should not be used as part of the impound lot or blocked by vehicles, etc.

Chairman Baloun opened the public hearing at 7:10 p.m. and asked if Mr. Rodriguez would like to make any comments. Harry Rodriguez introduced himself and stated that he is the owner of River Towing. He has been in Windom for 10 years and has operated his towing business for 3 years. He plans to use the building on the property for residential and commercial uses as it has been used in the past. His plan will bring a new opportunity for Windom, add employees, and offer better pricing, good quality in towing, and fast response to calls.

In response to questions, Mr. Rodriguez replied that the light will be inside the fence. He will leave space around the light to allow access by the Electrical Department to maintain and repair the light. Approximately $\frac{1}{4}$ of the building has been used for residential purposes and the rest has been used for commercial purposes. As a further explanation, Admin. Asst. Hensen advised that these were the uses of the building in the past and those uses are "grandfathered in" for the building.

Chairman Baloun asked if there were any comments from anyone else in the audience and there were no comments. Chairman Baloun closed the public hearing at 7:15 p.m.

In response to a question, Zoning Admin. Fast replied that all of the conditions outlined previously would be met pursuant to his discussion with Mr. Rodriguez. He also clarified the properties to be included in the conditional use permit for the impound lot. The City access is the gravel road to the West of the parcels. Zoning Admin. Fast confirmed that he had talked with Electrical Superintendent Jason Sykora about the application. Superintendent Sykora advised that because there are electrical lines in that area, the Electrical Department will take the tops off the trees that Mr. Rodriguez wants to remove from the property. Mr. Rodriguez will then be able to remove the remainder of the trees.

Commissioner Pletcher asked if there were any utility easements in the area of the proposed impound lot. Zoning Admin. Fast replied that there is the parcel behind the building that has a utility easement that is used for electrical purposes. He advised that he has discussed the proposed impound lot with Superintendent Sykora and he has okayed that use for the property. There was a brief discussion

concerning the Westerly 42 feet of Parcel No. 25-131-0010 which is included in the City access road and will not be included in the impound lot area.

Zoning Admin. Fast read proposed Findings of Fact for granting a conditional use permit.

Commissioner Hartman asked if there would be an accommodation made for emergency access by the Electrical Department to the light to be enclosed is the fenced area. Zoning Admin. Fast replied that Mr. Rodriguez operates a 24-hour towing service and can be reached by phone. Mr. Rodriguez advised that he will provide a key for the gate in the fence to Superintendent Sykora.

Motion by Commissioner Hartman, seconded by Commissioner Byam, to recommend City Council approval of the application for a conditional use permit, submitted by Harry Rodriguez Vazquez, to allow an impound lot on property described as Parcel No. 25-821-0030 and Parcel No. 25-131-0010 except the Westerly 42 feet of Parcel No. 25-131-0010. This Westerly 42 feet is included in a gravel access owned by the City of Windom and shall not be used as an impound lot or blocked by vehicles. The recommended conditions for approval of this conditional use permit are as follows:

- (1) The entire impound lot shall be fenced and secure;**
- (2) The Applicant shall install a 6-foot solid fence around the entire impound lot;**
- (3) All of the fencing surrounding the impound lot shall be installed within ninety (90) days of approval of the conditional use permit (weather permitting);**
- (4) Storage of inoperable vehicles shall be permitted only as temporary storage for the time period required to conclude any insurance or legal proceedings or disposal arrangements in connection with each specific vehicle;**
- (5) No scrapping, dismantling or salvage of vehicles or vehicle parts shall be allowed on the property;**
- (6) The impound lot shall be kept in a neat and orderly condition; and**
- (7) The Applicant shall provide means of access to the Electrical Department for maintenance and repair of a light that will remain in the impound lot area and be enclosed inside the fence.**

The property to be covered by the conditional use permit is located at 1271 Hale Place and is described as Lot 1, Block 1 of Bjorklund-Peterson Subdivision, except the North 141 feet; the West 186½ Feet of Lots 1 and 2, in Block 26 of Windom East Addition, except parts deeded; and vacated 13th Street, all in the City of Windom, Cottonwood County, Minnesota. (*abbreviated legal description*) (Parcel Nos. 25-131-0010 & 25-821-0030.)

The motion includes that the jurisdictional documents and the findings of fact be made a part of the hearing record.

Findings of Fact for Conditional Use Permit:

- (1) As stated in the narrative herein.**
- (2) The proposed use will not be detrimental to the integrity of the I-1 Zoning District.**
- (3) The proposed use is not in conflict with the City's comprehensive plan.**
- (4) The proposed use will not unreasonably harm the public health, safety and welfare, create a nuisance, or create unreasonable congestion injurious to nearby properties.**
- (5) The proposed use does not interfere with the creation of a beneficial environment within its own property boundaries and on adjoining properties.**

(6) The proposed use will not interfere with the provision of a reasonable economic benefit to the community.

(7) The provisions for interrelationship between the proposed development and contiguous and non-contiguous adjacent properties will not adversely affect pedestrian and vehicular movement and will not adversely affect the buffering of the service facilities and parking areas.

(8) The proposed project can be accommodated with existing public utilities and services and will not overburden the City's service capacity.

Motion carried 7-0.

Chairman Baloun advised the Applicant that these recommendations will come before the City Council at its meeting next Tuesday at 6:30 p.m.

11. Unfinished Business: None.
12. New Business: None.
13. Planning Commission Comments, Concerns, Suggestions: Commissioner Miller requested that there be a follow-up on the floodplain map for the Cottonwood Lake area and, more immediately, a floodplain map for the South Cottonwood Lake Subdivision and to make it known that it is an issue that needs to be addressed. Zoning Admin. Fast advised the he will contact the DNR and also request a timeline for the project. There was a brief discussion concerning the materials stored onsite at the project site which are stored at DVK's discretion.
14. Adjourn: The meeting was adjourned by unanimous consent at 7:30 p.m.

Attest: _____
Matthew Fast, Building & Zoning Official

Jared Baloun, Chairman

TELECOMMUNICATIONS COMMISSION MEETING
City of Windom Council Chambers October 20th , 2025

I. Call Meeting to Order. The meeting was called to order by Pres. Abraham at 6:01 PM

II. Roll Call:

President:	Dirk Abraham	City Staff:	Steve Nasby
V President:	Josh Peterson	City Staff:	Jeff Dahna
Secretary:	<i>vacant</i>	Council Liaison:	Jayesun Sherman
Commissioner:	Tim Hiley	Council Liaison:	Dennis Esplan
Commissioner:	Jake Voth	Others Present:	
Commissioner:	Kegan Hofferbert	Others Present:	

III. Approval of Minutes from September 15 and 24th , 2025 meetings.

Motion by commissioner Hiley, to approve minutes from the September 15th and 24th meetings.
Seconded by commissioner Hofferbert. Motion approved 5 to 0.

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

- Outside Plant – Techs working on splicing the drops for electric dept meter gateways. Troubleshooting and resolving SD Bit Error Rates on several Optical Network Terminals (ONT) at customer premises. Dirty fiber connections and failing ONTs are the common issues. Customer Serving Areas (CSA) cabinets and pedestal maintenance.

- Network – Session Border Controllers- NOC Tech was upgrading the RAM on one of the SBCs and the hard disk drive had a failure. While working on one SBC the second SBC was bumped and it's hard disk drive also failed resulting in an outage of the NG911 service connection. NOC tech was able to get another hard drive to work and restored one of the SBCs to service. Outage time was about 9 hours. Replacement hard drives have been installed on both SBCs.

Calix SMX server will need to be replaced with a Linux 9 server to facilitate firmware updates for the G.Fast service to Multi Dwelling Units.

City staff computer Windows 10 upgrade to Windows 11 is ongoing. Microsoft Office 365 Government licenses were ordered. Multiple issues with the MO365, vendor now says we need the Commercial licenses to work with the city's windommn.com domain. Working with vendor to get corrected licenses.

- Electric Dept – The Calix ONT-on-a-stick units have been bench tested. NOC tech has been working with the meter vendor to get network access from the gateway meters to the vendor's management network.

V. Manager's Report: Dahna reports:

- Cable TV Headend – Maintaining as necessary.

- SFN TV Gen 2 for SW Stream Gen 2 app is in the various app stores. Techs and select subscribers are testing Roku, Fire TV, Android, devices with the SW Stream Gen 2. Documentation is being developed for supporting the SW Stream video service.

- Limited number of on hand Roku Ultra units. Subscribers to purchase their own devices.

- Smart TVs not directly compatible with SW Stream app that will require a compatible device for the SW Steam video service: Samsung, LG, Visio, and others TBD.

VI. New Business:

- Commissioners reviewed the SW Stream video service Channel Lineup, SW Stream Gen 2 User Guide,

SW Stream Questions and User Tips, SFN Devices Supported List, and recommended changes.
-Discussed internet package offerings with streaming video and current internet packages.
-Discussion of the CATV Headend shutdown date and the disposition of CATV equipment/set top boxes once decommissioned. Equipment to be returned and collected.

Motion by commissioner Peterson, to Public announcement on or before November 1st, 2025 that data and video subscribers will have until December 12th, 2025 to decide/select new residential data and/or streaming video services package options. Undecided subscribers will be migrated to the nearest compatible option new packages on December 31st, 2025. The traditional Cable TV Headend system and old residential data packages will be shut down on December 31st, 2025.

Seconded by commissioner Hofferbert, Motion approved 5 - 0

VII. Old Business:

IX. Set Next Telecom meeting:

November 17th, 2025 at 6:00 pm in the City Council Chambers or City Hall.

X. Adjourn: Meeting adjourned by unanimous consent at 7:40 pm.

Dirk Abraham, Telecom Commission President

XXXX, Telecom Commission Secretary

Attest: _____
Jeff Dahna, Telecom General Manager

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Windom Area Health Foundation

Previous Gambling Permit Number: X-

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 2150 Hospital Drive, PO Box 339

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

Name of Chief Executive Officer (CEO): Shelby Medina

CEO Daytime Phone: 507-831-0614 CEO Email: shelby.medina@sanfordhealth.org

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): Kathryn Greener, Director of Foundation

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Windom Community Center

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

Check one:

☒ City: Windom Zip: 56101 County: Cottonwood

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): February 21st and 22nd, 2026

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

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

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

LG220 Application for Exempt Permit

4/23
Page 2 of 3

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

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

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Shelby Medina Date: 10-28-25
(Signature must be CEO's signature; designee may not sign)

Print Name: Shelby Medina

REQUIREMENTS

Complete a separate application for:

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

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

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer



Windom, MN

Expense Approval Report

By Fund

Payment Dates 10/18/2025 - 10/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
Activity: 41110 - Mayor & Council					
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-41110-326	27.40
CONVENT. & VISITOR BUREAU	OCT 2025	10/21/2025	LODGING TAX	100-41110-491	4,873.90
Activity 41110 - Mayor & Council Total:					4,901.30
Activity: 41310 - Administration					
SWWC - SOUTHWEST WEST C	NOV 2025	10/22/2025	EAP	100-41310-131	3.60
INDOFF, INC	3824610	10/21/2025	CITY HALL- SUPPLIES	100-41310-200	294.50
INDOFF, INC	3825747	10/21/2025	CITY HALL- SUPPLIES	100-41310-200	79.52
HEARTLAND SECURITY SERVIC	847344	10/28/2025	CITY HALL- SUPPLIES	100-41310-200	275.40
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-41310-321	69.41
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-41310-326	294.53
JONATHAN ENGSTROM	489	10/27/2025	LICENSING	100-41310-444	326.66
JONATHAN ENGSTROM	491	10/27/2025	LICENSING	100-41310-444	326.66
Activity 41310 - Administration Total:					1,670.28
Activity: 41910 - Building & Zoning					
INDOFF, INC	3824608	10/21/2025	EDA - P&Z - SUPPLIES	100-41910-200	7.40
INDOFF, INC	3826223	10/28/2025	EDA/ P&Z - SUPPLIES	100-41910-200	63.97
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-41910-321	56.88
JONATHAN ENGSTROM	489	10/27/2025	LICENSING	100-41910-480	88.57
JONATHAN ENGSTROM	491	10/27/2025	LICENSING	100-41910-480	88.57
Activity 41910 - Building & Zoning Total:					305.39
Activity: 41940 - City Hall					
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-41940-381	412.07
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-41940-382	78.15
HOMETOWN SANITATION SER	0000631389	10/15/2025	CITY HALL DISPOSAL	100-41940-384	124.98
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-41940-385	172.86
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Office	100-41940-406	17.58
Activity 41940 - City Hall Total:					805.64
Activity: 42120 - Crime Control					
SWWC - SOUTHWEST WEST C	NOV 2025	10/22/2025	EAP	100-42120-131	16.20
INDOFF, INC	3824588	10/23/2025	POLICE- OFFICE SUPPLIES	100-42120-200	145.27
STAPLES ENTERPRISES, INC.	10682752	10/22/2025	MOTOR FUELS-MAINTENANC	100-42120-212	112.45
MN D.A.R.E. INC.	8182025-1	10/17/2025	POLICE- TRAINING & REGISTR	100-42120-308	225.00
AT & T MOBILITY	287293102788X10032025	10/21/2025	POLICE- TELEPHONE	100-42120-321	1,543.47
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-42120-321	32.09
ALPHA WIRELESS - MANKATO	31561	10/15/2025	POLICE- RADIO UNITS	100-42120-323	375.79
AMAZON CAPITAL SERVICES, I	1GYM-RRDH-7W97-2	10/23/2025	POLICE- DATA PROCESSING	100-42120-326	33.84
LANGUAGE LINE SERVICES, IN	11727740	10/23/2025	POLICE	100-42120-327	52.50
FLEET SERVICES DIVISION	2026030001	10/15/2025	POLICE- VEHICLE LEASE	100-42120-419	1,531.64
Activity 42120 - Crime Control Total:					4,068.25
Activity: 42220 - Fire Fighting					
RUNNINGS SUPPLY, INC	RUNNINGS SEPT 2025	10/15/2025	FIRE	100-42220-217	21.98
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Fire	100-42220-217	13.18
HEIMAN FIRE EQUIP. CO	0947808-IN	10/28/2025	FIRE DEPT- UNIFORMS	100-42220-218	505.80
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-42220-321	42.90
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-42220-381	403.03
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-42220-382	16.40
HOMETOWN SANITATION SER	0000631445	10/15/2025	EMS DISPOSAL	100-42220-384	50.00
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-42220-385	39.59
FIRE SAFETY USA, INC	207496	10/27/2025	FIRE-MAINTENANCE - OFFICE	100-42220-404	984.95
WINDOM FIRE & SAFETY, LLC	9154	10/28/2025	FIRE DEPT- MAINTENANCE - O	100-42220-404	53.90
RUNNINGS SUPPLY, INC	RUNNINGS SEPT 2025	10/15/2025	Fire	100-42220-405	34.46

Expense Approval Report

Payment Dates: 10/18/2025 - 10/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Fire	100-42220-405	32.97
JONATHAN ENGSTROM	489	10/27/2025	LICENSING	100-42220-433	36.81
JONATHAN ENGSTROM	491	10/27/2025	LICENSING	100-42220-433	36.81
Activity 42220 - Fire Fighting Total:					2,272.78

Activity: 42500 - Civil Defense

ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-42500-381	34.61
Activity 42500 - Civil Defense Total:					34.61

Activity: 43100 - Streets

SWWC - SOUTHWEST WEST C	NOV 2025	10/22/2025	EAP	100-43100-131	1.80
STAPLES ENTERPRISES, INC.	10682752	10/22/2025	MOTOR FUELS-MAINTENANC	100-43100-212	540.74
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Street	100-43100-216	19.98
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-43100-217	70.00
DANIEL MARAS	10/21/2025	10/27/2025	STREET- UNIFORMS	100-43100-218	200.00
R A MUECKE SAND & GRAVEL	91647	10/21/2025	STREET- MATERIALS	100-43100-224	616.41
R A MUECKE SAND & GRAVEL	91693	10/21/2025	STREET- MATERIALS	100-43100-224	1,798.91
RUNNINGS SUPPLY, INC	RUNNINGS SEPT 2025	10/15/2025	Street	100-43100-224	25.95
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-43100-321	20.55
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-43100-381	218.46
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-43100-381	1,753.73
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-43100-382	21.41
HOMETOWN SANITATION SER	0000631390	10/15/2025	STREET - DISPOSAL	100-43100-384	126.98
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-43100-385	47.77
GDF ENTERPRISES, INC	A29418	10/28/2025	STREET- MAINTENANCE - OFFI	100-43100-404	575.50
JONATHAN ENGSTROM	489	10/27/2025	LICENSING	100-43100-444	52.91
JONATHAN ENGSTROM	491	10/27/2025	LICENSING	100-43100-444	52.91
Activity 43100 - Streets Total:					6,144.01

Activity: 45202 - Park Areas

SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Parks	100-45202-200	12.99
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Parks	100-45202-211	20.77
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-45202-326	266.67
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-45202-381	628.87
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-45202-382	1,089.26
HOMETOWN SANITATION SER	0000631391	10/15/2025	SQUARE DISPOSAL	100-45202-384	74.99
HOMETOWN SANITATION SER	0000631407	10/15/2025	ISLAND PARK DISPOSAL	100-45202-384	101.96
HOMETOWN SANITATION SER	0000631408	10/15/2025	TEGELS PARK DISPOSAL	100-45202-384	277.98
HOMETOWN SANITATION SER	0000631409	10/15/2025	WRA DISPOSAL	100-45202-384	104.98
HOMETOWN SANITATION SER	0000631410	10/15/2025	KASTLE KINGDOM DISPOSAL	100-45202-384	89.98
HOMETOWN SANITATION SER	0000631422	10/15/2025	MAYFLOWER PARK DISPOSAL	100-45202-384	51.98
HOMETOWN SANITATION SER	0000631451	10/15/2025	ABBY PARK DISPOSAL	100-45202-384	24.98
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	100-45202-385	143.47
JOHNSON HARDWARE	15586	10/27/2025	PARKS-MAINTENANCE - OFFIC	100-45202-404	39.00
Activity 45202 - Park Areas Total:					2,927.88

Fund 100 - GENERAL Total: 23,130.14**Fund: 211 - LIBRARY****Activity: 45501 - Library**

PLUM CREEK LIBRARY	000082	10/23/2025	LIBRARY - SUPPLIES	211-45501-200	84.00
HEARTLAND SECURITY SERVIC	847345	10/27/2025	LIBRARY- OPERATING SUPPLIE	211-45501-217	275.40
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	211-45501-321	168.24
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	211-45501-326	70.00
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	211-45501-381	276.53
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	211-45501-382	20.78
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	211-45501-385	45.68
VESTIS GROUP, INC	2560432443	10/23/2025	LIBRARY-MAINTENANCE - STR	211-45501-402	44.65
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Library	211-45501-402	244.99
JONATHAN ENGSTROM	489	10/27/2025	LICENSING	211-45501-433	62.11
JONATHAN ENGSTROM	491	10/27/2025	LICENSING	211-45501-433	62.11
Activity 45501 - Library Total:					1,354.49

Fund 211 - LIBRARY Total: 1,354.49

Expense Approval Report

Payment Dates: 10/18/2025 - 10/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 225 - AIRPORT					
Activity: 45127 - Airport					
SOUTHWEST MN BROADBAN	10/15/2025-11/14/2025	10/21/2025	TELEPHONE	225-45127-321	31.11
STAPLES ENTERPRISES, INC.	10682752	10/22/2025	MOTOR FUELS-MAINTENANC	225-45127-406	46.09
Activity 45127 - Airport Total:					77.20
Fund 225 - AIRPORT Total:					77.20
Fund: 230 - POOL					
Activity: 45124 - Pool					
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	230-45124-217	133.33
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	230-45124-381	35.00
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	230-45124-385	54.16
Activity 45124 - Pool Total:					222.49
Fund 230 - POOL Total:					222.49
Fund: 235 - AMBULANCE					
WDR - DEPUTY REGISTRAR #5	10/21/2025	10/21/2025	AMBO- MOTOR VEHICLES	235-16440	37.00
					37.00
Activity: 42153 - Ambulance					
SWWC - SOUTHWEST WEST C	NOV 2025	10/22/2025	EAP	235-42153-131	1.80
WINDOM AREA HEALTH	734-0024-09-2025-02	10/15/2025	AMBULANCE- MEDICAL SUPP	235-42153-261	71.30
LEWIS FAMILY DRUG, LLC	9/30/2025	10/17/2025	AMBO- OTHER MERCHANDISE	235-42153-261	428.79
WINDOM AREA HEALTH	734-0024-09-2025-02	10/15/2025	AMBULANCE- OTHER MERCH	235-42153-312	3,751.79
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	235-42153-321	28.60
EMS MANAGEMENT & CONSU	EMS- 019669	10/15/2025	AMBULANCE- DATA PROCESSI	235-42153-326	7,632.63
JUSTIN HARRINGTON	10/13/2025	10/27/2025	AMBO-MEALS	235-42153-334	29.88
LEESA ARNDT	10/14/2025	10/27/2025	AMBO- MEALS	235-42153-334	24.41
JIM AXFORD	10/15/25	10/27/2025	AMBO- MEALS	235-42153-334	35.46
APRIL PETERSON	10/16/2025-10/19/2025	10/27/2025	AMBO-MEALS	235-42153-334	89.79
KRISTEN PORATH	10/20/25-10/21/25	10/27/2025	AMBO- MEALS	235-42153-334	31.86
ROB VISKER	10/21/2025	10/27/2025	AMBO- MEALS	235-42153-334	20.18
JODI JOHNSON	10/25/25-10/26/25	10/27/2025	AMBO- MEALS	235-42153-334	45.49
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	235-42153-381	268.69
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	235-42153-382	10.93
HOMETOWN SANITATION SER	0000631445	10/15/2025	EMS DISPOSAL	235-42153-384	49.99
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	235-42153-385	26.40
PAUL MARSH	35554	10/27/2025	AMBO- MAINTENANCE - VEHI	235-42153-405	184.67
JONATHAN ENGSTROM	489	10/27/2025	LICENSING	235-42153-480	71.31
JONATHAN ENGSTROM	491	10/27/2025	LICENSING	235-42153-480	71.31
Activity 42153 - Ambulance Total:					12,875.28
Fund 235 - AMBULANCE Total:					12,912.28
Fund: 250 - EDA GENERAL					
Activity: 46520 - EDA					
SWWC - SOUTHWEST WEST C	NOV 2025	10/22/2025	EAP	250-46520-131	1.80
INDOFF, INC	3824608	10/21/2025	EDA - P&Z - SUPPLIES	250-46520-200	7.39
INDOFF, INC	3826223	10/28/2025	EDA/ P&Z - SUPPLIES	250-46520-200	25.79
SONYA WILT	9/29/2025-10/23/2025	10/28/2025	EDA/ TRAVEL EXPENSE - OFFI	250-46520-200	17.24
SONYA WILT	9/29/2025-10/23/2025	10/28/2025	EDA/ TRAVEL EXPENSE- OFFIC	250-46520-200	33.24
SONYA WILT	9/29/2025-10/23/2025	10/28/2025	EDA/ TRAVEL EXPENSE - OFFI	250-46520-200	12.99
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	250-46520-321	56.88
SONYA WILT	9/29/2025-10/23/2025	10/28/2025	EDA/ TRAVEL EXPENSE - OFFI	250-46520-331	209.30
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	250-46520-381	59.02
JONATHAN ENGSTROM	489	10/27/2025	LICENSING	250-46520-480	88.56
JONATHAN ENGSTROM	491	10/27/2025	LICENSING	250-46520-480	88.56
Activity 46520 - EDA Total:					600.77
Fund 250 - EDA GENERAL Total:					600.77
Fund: 255 - EDA GENERAL RLF					
BATS, LLC	10/20/2025	10/22/2025	IMPROVEMENT EXPENSE	255-12900	10,000.00

Expense Approval Report

Payment Dates: 10/18/2025 - 10/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HOUSING & REDEVELOPMEN	10/21/2025	10/21/2025	LOT 6 BLOCK 1 GOVE ACRES S	255-12900	2,444.44
					12,444.44
Fund 255 - EDA GENERAL RLF Total:					12,444.44

Fund: 309 - 2025 STREET PROJECT

Activity: 41000 - General Government

DGR ENGINEERING	00278742	10/27/2025	2025 ALLEY IMPROVEMENTS	309-41000-303	6,133.10
Activity 41000 - General Government Total:					6,133.10
Fund 309 - 2025 STREET PROJECT Total:					6,133.10

Fund: 313 - 2026 1ST AVENUE PROJECT

Activity: 41000 - General Government

DGR ENGINEERING	00278754	10/27/2025	2026	313-41000-303	10,296.80
Activity 41000 - General Government Total:					10,296.80
Fund 313 - 2026 1ST AVENUE PROJECT Total:					10,296.80

Fund: 401 - GENERAL CAPITAL PROJECTS

Activity: 49950 - Capital Outlay

DGR ENGINEERING	00278750	10/27/2025	ISLAND PARK BERM GRADING	401-49950-508	1,385.00
Activity 49950 - Capital Outlay Total:					1,385.00
Fund 401 - GENERAL CAPITAL PROJECTS Total:					1,385.00

Fund: 601 - WATER

Activity: 49400 - Water

SWWC - SOUTHWEST WEST C	NOV 2025	10/22/2025	EAP	601-49400-131	1.80
RUNNINGS SUPPLY, INC	RUNNINGS SEPT 2025	10/15/2025	Water	601-49400-200	107.90
HAWKINS, INC	7225996	10/21/2025	WATER- CHEMICALS	601-49400-216	10.00
RUNNINGS SUPPLY, INC	RUNNINGS SEPT 2025	10/15/2025	Water	601-49400-216	54.99
BOLTON & MENK, INC.	0376692	10/21/2025	WATER- SEWER-CONSULTING	601-49400-301	225.00
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	601-49400-321	51.46
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	601-49400-326	70.00
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	601-49400-381	5,063.87
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	601-49400-382	20.29
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	601-49400-385	44.06
THEIN WELL CO.	9739	10/21/2025	WATER- LANDFILL	601-49400-386	9,759.50
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	601-49400-386	972.47
WESTRUM LEAK DETECTION I	4361	10/23/2025	WATER- MAINTENANCE - DIST	601-49400-408	2,100.00
CORE & MAIN LP	X850190	10/15/2025	WATER- MAINTENANCE - DIST	601-49400-408	761.32
JONATHAN ENGSTROM	489	10/27/2025	LICENSING	601-49400-444	88.56
JONATHAN ENGSTROM	491	10/27/2025	LICENSING	601-49400-444	88.56
Activity 49400 - Water Total:					19,419.78
Activity: 49950 - Capital Outlay					
TANKSCO, INC	WINDOM 1/FINAL	10/28/2025	WATER- CAPITAL	601-49950-500	9,800.00
Activity 49950 - Capital Outlay Total:					9,800.00
Fund 601 - WATER Total:					29,219.78

Fund: 602 - SEWER

Activity: 49450 - Sewer

EOSI - Environmental Operati	61730	10/21/2025	SEWER- CHEMICALS	602-49450-216	17,484.52
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	sewer	602-49450-217	39.99
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Sewer	602-49450-217	5.10
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Sewer	602-49450-217	63.96
BOLTON & MENK, INC.	0376692	10/21/2025	WATER- SEWER-CONSULTING	602-49450-301	225.00
MN VALLEY TESTING	1328372	10/15/2025	SEWER- LAB TESTING	602-49450-310	141.60
MN VALLEY TESTING	1329312	10/21/2025	SEWER- LAB TESTING	602-49450-310	170.80
MN VALLEY TESTING	1329943	10/23/2025	SEWER-LAB TESTING	602-49450-310	126.00
MN VALLEY TESTING	1330514	10/27/2025	SEWER-LAB TESTING	602-49450-310	186.80
RMB ENVIRONMENTAL LABO	E000845	10/21/2025	SEWER- LAB TESTING	602-49450-310	1,540.00
CITY OF WORTHINGTON	WWTF--25207	10/21/2025	WATER- LAB TESTING	602-49450-310	64.80
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	602-49450-321	176.56
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	602-49450-326	70.00
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	602-49450-381	8,663.03

Expense Approval Report

Payment Dates: 10/18/2025 - 10/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	602-49450-382	148.86
HOMETOWN SANITATION SER	0000631393	10/15/2025	SEWER- DISPOSAL	602-49450-384	131.99
ATCO INTERNATIONAL CO	I0650701	10/21/2025	SEWER-MAINTENANCE - OFFI	602-49450-404	126.00
JONATHAN ENGSTROM	489	10/27/2025	LICENSING	602-49450-444	88.57
JONATHAN ENGSTROM	491	10/27/2025	LICENSING	602-49450-444	88.57
Activity 49450 - Sewer Total:					29,542.15
Fund 602 - SEWER Total:					29,542.15

Fund: 604 - ELECTRIC

ELECTRIC FUND	# 709 RETURN	10/23/2025	ELECTRIC- INVENTORY	604-14200	99.66
ELECTRIC FUND	# 712 RETURN	10/28/2025	ELECTRIC- INVENTORY	604-14200	9.75
RESCO - RURAL ELECTRIC SUP	3091154	10/17/2025	ELECTRIC- INVENTORY	604-14200	213.00
RESCO - RURAL ELECTRIC SUP	3091942	10/23/2025	ELECTRIC-INVENTORY	604-14200	9,192.00
WESCO DISTRIBUTION, INC	619771	10/17/2025	ELECTRIC- INVENTORY	604-14200	460.10
BORDER STATES	931316523	10/21/2025	ELECTRIC- INVENTORY	604-14200	383.00
BORDER STATES	931324844	10/23/2025	ELECTRIC- INVENTORY	604-14200	19,622.18
BORDER STATES	931341156	10/27/2025	ELECTRIC- INVENTORY	604-14200	204.60
ELECTRIC FUND	# 1110	10/17/2025	ELECTRIC - CAPITAL	604-16300	4,063.45
ELECTRIC FUND	# 1111	10/21/2025	ELECTRIC- CAPITAL	604-16300	8.95
ELECTRIC FUND	# 1113	10/22/2025	ELECTRIC CAPITAL	604-16300	674.07
ELECTRIC FUND	# 1114	10/23/2025	ELECTRIC-CAPITAL	604-16300	5,720.41
ELECTRIC FUND	# 1115	10/27/2025	ELECTRIC- CAPITAL	604-16300	1,000.31
ELECTRIC FUND	# 1116	10/27/2025	ELECTRIC CAPITAL	604-16300	214.97
ELECTRIC FUND	# 1118	10/27/2025	ELECTRIC- CAPITAL	604-16300	110.73
ELECTRIC FUND	10/13/25-10/26/25	10/27/2025	CAP LABOR	604-16300	15,405.00
TANTALUS SYSTEMS INC.	31358	10/27/2025	ELECTRIC-IMPROVEMENTS	604-16300	3,957.01
TANTALUS SYSTEMS INC.	31453	10/27/2025	ELECTRIC- IMPROVEMENTS	604-16300	14,231.60
TANTALUS SYSTEMS INC.	31509	10/27/2025	ELECTRIC- IMPROVEMENTS	604-16300	62,671.00
ELECTRIC FUND	9/29/2025-10/12/2025	10/17/2025	ELECTRIC- CAPITAL	604-16300	11,310.00
J. H. LARSON	S103490436.001	10/22/2025	ELECTRIC- CAPITAL	604-16300	121.78
					149,673.57

Activity: 49550 - Electric

SWWC - SOUTHWEST WEST C	NOV 2025	10/22/2025	EAP	604-49550-131	1.80
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Electric	604-49550-212	31.98
RUNNINGS SUPPLY, INC	RUNNINGS SEPT 2025	10/15/2025	Electric	604-49550-217	21.57
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Electric	604-49550-217	43.46
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Electric	604-49550-241	18.99
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	604-49550-321	51.52
ITRON INC.	718461	10/15/2025	ELECTRIC- DATA PROCESSING	604-49550-326	2,547.49
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	604-49550-326	90.00
STEVE NASBY	10/15/2025	10/17/2025	ELECTRIC- TRAVEL EXPENSE	604-49550-331	184.80
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	604-49550-381	122.07
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	604-49550-382	45.71
HOMETOWN SANITATION SER	0000631394	10/15/2025	ELECTRIC SHOP- DISPOSAL	604-49550-384	127.99
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	604-49550-385	95.71
RUNNINGS SUPPLY, INC	RUNNINGS SEPT 2025	10/15/2025	Electric	604-49550-402	-22.47
RUNNINGS SUPPLY, INC	RUNNINGS SEPT 2025	10/15/2025	Electric	604-49550-402	77.85
RUNNINGS SUPPLY, INC	RUNNINGS SEPT 2025	10/15/2025	Electric	604-49550-402	29.96
RUNNINGS SUPPLY, INC	RUNNINGS SEPT 2025	10/15/2025	Electric	604-49550-402	47.99
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Electric	604-49550-402	38.36
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Electric	604-49550-402	39.98
ELECTRIC FUND	# 1112	10/21/2025	ELECTRIC- MAINTENANCE - DI	604-49550-408	24.83
RON'S ELECTRIC INC	155361	10/22/2025	ELECTRIC- MAINTENANCE - DI	604-49550-408	149.85
J. H. LARSON	S103486056.001	10/17/2025	ELECTRIC- MAINTENANCE - DI	604-49550-408	112.40
RUNNINGS SUPPLY, INC	RUNNINGS SEPT 2025	10/15/2025	Electric	604-49550-409	24.12
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Electric	604-49550-409	34.11
JONATHAN ENGSTROM	489	10/27/2025	LICENSING	604-49550-444	124.22
JONATHAN ENGSTROM	491	10/27/2025	LICENSING	604-49550-444	124.22

Expense Approval Report

Payment Dates: 10/18/2025 - 10/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JOANN RAY	10/22/2025	10/22/2025	ELECTRIC- REBATES	604-49550-450	750.00
				Activity 49550 - Electric Total:	4,938.51
				Fund 604 - ELECTRIC Total:	154,612.08

Fund: 609 - LIQUOR STORE

Activity: 49751 - Liquor Store

SWWC - SOUTHWEST WEST C	NOV 2025	10/22/2025	EAP	609-49751-131	1.80
VESTIS GROUP, INC	2560432445	10/27/2025	LIQUOR STORE- CLEANING/SU	609-49751-211	57.05
BELLBOY CORP	0209354800	10/22/2025	LIQUOR STORE-	609-49751-251	101.00
VINOCOPIA, INC	0383148-IN	10/22/2025	LIQUOR STORE- LIQUOR-WIN	609-49751-251	1,014.00
BREAKTHRU BEVERAGE MN	123906800	10/27/2025	LIQUOR STORE- LIQUOR -WIN	609-49751-251	2,743.65
DOLL DISTRIBUTING, LLC	1871890	10/21/2025	LIQUOR STORE- LIQUOR- BEE	609-49751-251	108.00
DOLL DISTRIBUTING, LLC	1871892	10/21/2025	LIQUOR STORE- LIQUOR- BEE	609-49751-251	-138.51
DOLL DISTRIBUTING, LLC	1876650	10/27/2025	LIQUOR STORE-LIQUOR- BEER	609-49751-251	46.30
DOLL DISTRIBUTING, LLC	1876652	10/27/2025	LIQUOR STORE- LIQUOR	609-49751-251	-34.68
DOLL DISTRIBUTING, LLC	1876653	10/27/2025	LIQUOR STORE- LIQUOR	609-49751-251	-31.84
SOUTHERN GLAZER'S OF MN	2681401	10/21/2025	LIQUOR STORE- LIQUOR- FREI	609-49751-251	3,558.65
JOHNSON BROS.	2902749	10/21/2025	LIQUOR STORE- LIQUOR- FREI	609-49751-251	4,981.02
JOHNSON BROS.	2907726	10/27/2025	LIQUOR STORE- LIQUOR- FREI	609-49751-251	1,539.99
BEVERAGE WHOLESALERS	405191	10/21/2025	LIQUOR STORE- LIQUOR - BEE	609-49751-251	108.00
BEVERAGE WHOLESALERS	406127	10/27/2025	LIQUOR STORE- LIQUOR-BEER	609-49751-251	607.00
PHILLIPS WINE & SPIRITS	5062669	10/21/2025	LIQUOR STORE- LIQUOR- FREI	609-49751-251	1,053.71
PHILLIPS WINE & SPIRITS	5066376	10/27/2025	LIQUOR STORE- LIQUOR- FREI	609-49751-251	2,521.41
BREAKTHRU BEVERAGE MINN	123906290	10/27/2025	LIQUOR STORE- BEER	609-49751-252	123.20
DOLL DISTRIBUTING, LLC	1871890	10/21/2025	LIQUOR STORE- LIQUOR- BEE	609-49751-252	6,029.80
DOLL DISTRIBUTING, LLC	1871892	10/21/2025	LIQUOR STORE- LIQUOR- BEE	609-49751-252	-35.08
DOLL DISTRIBUTING, LLC	1876650	10/27/2025	LIQUOR STORE-LIQUOR- BEER	609-49751-252	8,073.50
DOLL DISTRIBUTING, LLC	1876651	10/27/2025	LIQUOR STORE-BEER	609-49751-252	80.85
ARTISAN BEER COMPANY	3804715	10/21/2025	LIQUOR STORE- BEER	609-49751-252	128.00
ARTISAN BEER COMPANY	3806313	10/27/2025	LIQUOR STORE- BEER	609-49751-252	153.45
BEVERAGE WHOLESALERS	405191	10/21/2025	LIQUOR STORE- LIQUOR - BEE	609-49751-252	5,752.85
BEVERAGE WHOLESALERS	406127	10/27/2025	LIQUOR STORE- LIQUOR-BEER	609-49751-252	7,554.00
VINOCOPIA, INC	0383148-IN	10/22/2025	LIQUOR STORE- LIQUOR-WIN	609-49751-253	104.00
BREAKTHRU BEVERAGE MN	123906800	10/27/2025	LIQUOR STORE- LIQUOR -WIN	609-49751-253	1,080.00
DOLL DISTRIBUTING, LLC	1871890	10/21/2025	LIQUOR STORE- LIQUOR- BEE	609-49751-253	30.00
SOUTHERN GLAZER'S OF MN	2681402	10/21/2025	LIQUOR STORE- WINE- FREIG	609-49751-253	241.08
JOHNSON BROS.	2902750	10/21/2025	LIQUOR STORE- WINE- SOFT D	609-49751-253	1,435.45
JOHNSON BROS.	2907727	10/27/2025	LIQUOR STORE- WINE- FREIG	609-49751-253	52.00
PHILLIPS WINE & SPIRITS	5062670	10/21/2025	LIQUOR STORE- WINE- FREIG	609-49751-253	89.50
PHILLIPS WINE & SPIRITS	5066377	10/27/2025	LIQUOR STORE - WINE -SOFT	609-49751-253	194.24
WINE MERCHANTS	7539084	10/27/2025	LIQUOR STORE- WINE- FREIG	609-49751-253	246.00
BELLBOY CORP	0110430800	10/22/2025	LIQUOR STORE-	609-49751-254	59.00
BREAKTHRU BEVERAGE MN	123906800	10/27/2025	LIQUOR STORE- LIQUOR -WIN	609-49751-254	172.11
JOHNSON BROS.	2902750	10/21/2025	LIQUOR STORE- WINE- SOFT D	609-49751-254	37.00
BEVERAGE WHOLESALERS	406127	10/27/2025	LIQUOR STORE- LIQUOR-BEER	609-49751-254	187.50
PHILLIPS WINE & SPIRITS	5066377	10/27/2025	LIQUOR STORE - WINE -SOFT	609-49751-254	28.05
ATLANTIC COCA-COLA	5443679	10/27/2025	LIQUOR STORE- SOFT DRINKS	609-49751-254	220.00
BELLBOY CORP	0300404700	10/22/2025	LIQUOR STORE - THC	609-49751-258	930.00
JOHNSON BROS.	2902751	10/21/2025	LIQUOR STORE- THC	609-49751-258	166.10
JOHNSON BROS.	2907728	10/27/2025	LIQUOR STORE- THC	609-49751-258	80.00
DOLL DISTRIBUTING, LLC	1871890	10/21/2025	LIQUOR STORE- LIQUOR- BEE	609-49751-259	139.50
BEVERAGE WHOLESALERS	405781	10/21/2025	LIQUOR STORE- N/A	609-49751-259	180.45
BELLBOY CORP	0110430800	10/22/2025	LIQUOR STORE-	609-49751-261	53.50
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	609-49751-321	226.79
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	609-49751-326	129.00
JOHN C NELSON	10/23/2025	10/27/2025	LIQUOR STORE- TRAVEL	609-49751-331	99.40
BELLBOY CORP	0110430800	10/22/2025	LIQUOR STORE-	609-49751-333	6.54
BELLBOY CORP	0209354800	10/22/2025	LIQUOR STORE- LIQUOR- FREI	609-49751-333	2.00
BELLBOY CORP	0300404700	10/22/2025	LIQUOR STORE -	609-49751-333	28.00
VINOCOPIA, INC	0383148-IN	10/22/2025	LIQUOR STORE- LIQUOR-WIN	609-49751-333	16.50
BREAKTHRU BEVERAGE MN	123906800	10/27/2025	LIQUOR STORE- LIQUOR -WIN	609-49751-333	86.18

Expense Approval Report

Payment Dates: 10/18/2025 - 10/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DOLL DISTRIBUTING, LLC	1871890	10/21/2025	LIQUOR STORE- LIQUOR- BEE	609-49751-333	7.00
DOLL DISTRIBUTING, LLC	1876648	10/27/2025	LIQUOR STORE-LIQUOR- FREI	609-49751-333	7.00
SOUTHERN GLAZER'S OF MN	2681401	10/21/2025	LIQUOR STORE- LIQUOR- FREI	609-49751-333	66.88
SOUTHERN GLAZER'S OF MN	2681402	10/21/2025	LIQUOR STORE- WINE- FREIG	609-49751-333	9.22
JOHNSON BROS.	2902749	10/21/2025	LIQUOR STORE- LIQUOR- FREI	609-49751-333	134.10
JOHNSON BROS.	2902750	10/21/2025	LIQUOR STORE- WINE- SOFT D	609-49751-333	38.95
JOHNSON BROS.	2907726	10/27/2025	LIQUOR STORE- LIQUOR- FREI	609-49751-333	19.13
JOHNSON BROS.	2907727	10/27/2025	LIQUOR STORE- WINE- FREIG	609-49751-333	2.56
PHILLIPS WINE & SPIRITS	5062669	10/21/2025	LIQUOR STORE- LIQUOR- FREI	609-49751-333	41.98
PHILLIPS WINE & SPIRITS	5062670	10/21/2025	LIQUOR STORE- WINE- FREIG	609-49751-333	4.10
PHILLIPS WINE & SPIRITS	5066376	10/27/2025	LIQUOR STORE- LIQUOR- FREI	609-49751-333	29.73
PHILLIPS WINE & SPIRITS	5066377	10/27/2025	LIQUOR STORE - WINE -SOFT	609-49751-333	10.59
WINE MERCHANTS	7539084	10/27/2025	LIQUOR STORE- WINE- FREIG	609-49751-333	4.10
TDS MEDIA DIRECT, INC	10/22/2025	10/27/2025	LIQUOR STORE-ADVERTISING	609-49751-340	282.00
CITIZEN PUBLISHING CO	SEPTEMBER 2025 WDLIQ	10/21/2025	LIQUOR STORE- PRINTING/ A	609-49751-340	1,403.00
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	609-49751-381	805.10
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	609-49751-382	22.18
HOMETOWN SANITATION SER	0000631392	10/15/2025	LIQUOR STORE- DISPOSAL	609-49751-384	210.98
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	609-49751-385	45.75
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Liquor	609-49751-404	7.99
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	LIQUOR	609-49751-404	6.99
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	LIQUOR	609-49751-404	3.00
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	LIQUOR	609-49751-404	2.00
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	LIQUOR	609-49751-404	3.76
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Liquor	609-49751-404	27.79
JONATHAN ENGSTROM	489	10/27/2025	LICENSING	609-49751-444	105.82
JONATHAN ENGSTROM	491	10/27/2025	LICENSING	609-49751-444	105.82
Activity 49751 - Liquor Store Total:					55,824.53
Fund 609 - LIQUOR STORE Total:					55,824.53

Fund: 614 - TELECOM

Activity: 49870 - Telecom

SWWC - SOUTHWEST WEST C	NOV 2025	10/22/2025	EAP	614-49870-131	1.80
CITY LAUNDERING CO.	2165966	10/15/2025	TELECOM- CLEANING/SUPPLI	614-49870-211	28.92
AMAZON CAPITAL SERVICES, I	1G14-X4LL-6JDN	10/15/2025	TELECOM- OPERATING SUPPLI	614-49870-217	422.74
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Telecom	614-49870-227	6.00
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Telecom	614-49870-227	3.08
FINLEY ENGINEERING	09-1-2025-09-30-2025	10/23/2025	TELECOM-ENG/SURVEYING FE	614-49870-303	217.00
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	614-49870-321	220.85
NEUSTAR, INC.	L-0000051982	10/15/2025	TELECOM-DATA PROCESSING	614-49870-326	1.25
WINDOM FIRE DEPT.	09/17/2025-TELECOM	10/15/2025	TELECOM- ADVERTISING	614-49870-340	300.00
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	614-49870-381	3,360.01
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	614-49870-382	21.48
HOMETOWN SANITATION SER	0000631395	10/15/2025	TELECOM- DISPOSAL	614-49870-384	115.98
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	614-49870-385	43.60
RON'S ELECTRIC INC	155349	10/23/2025	TELECOM- MATERIALS	614-49870-401	1,229.34
RON'S ELECTRIC INC	155349	10/23/2025	TELECOM- LABOR	614-49870-401	500.50
ELITE MECHANICAL SYSTEMS	34686	10/15/2025	TELECOM- MAINTENANCE - S	614-49870-402	1,026.68
CENTURY LINK	LX017082025295	10/27/2025	TELECOM- TRANSMISSION FE	614-49870-441	321.12
ARVIG ENTERPRISES, INC	353303	10/15/2025	TELECOM- SUBSCRIBER FEES	614-49870-442	286.50
FOX CORPORATION	444256	10/28/2025	TELECOM- SUBSCRIBER FEES	614-49870-442	239.94
FOX CORPORATION	444257	10/28/2025	TELECOM- SUBSCRIBER FEES	614-49870-442	3,124.80
SHOWTIME NETWORKS INC	96732	10/23/2025	TELECOM-SUBSCRIBER FEES	614-49870-442	136.40
JONATHAN ENGSTROM	489	10/27/2025	LICENSING	614-49870-444	345.06
JONATHAN ENGSTROM	491	10/27/2025	LICENSING	614-49870-444	345.06
CONSOLIDATED COMMUNICA	10/01/25 - 10/31/25	10/15/2025	TELECOM- SWITCH FEES	614-49870-445	1,313.74
FIBER MINNESOTA LLC	3604	10/15/2025	TELECOM- SWITCH FEES	614-49870-445	300.00
ZAYO GROUP, LLC	2025100045189	10/15/2025	TELECOM- INTERNET EXPENS	614-49870-447	1,950.00
MANKATO NETWORKS, LLC	390529	10/15/2025	TELECOM- INTERNET EXPENS	614-49870-447	1,293.88
MANKATO NETWORKS, LLC	390539	10/15/2025	TELECOM- INTERNET EXPENS	614-49870-447	97.50
SWWC - SOUTHWEST WEST C	80041	10/15/2025	TELECOM- ON CALL SUPPORT	614-49870-448	997.50

Expense Approval Report

Payment Dates: 10/18/2025 - 10/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTURY LINK	10-16-2025	10/27/2025	SERVICE 831-1075 104	614-49870-451	97.16
ONVOY, LLC dba INTELIGENT	594529	10/15/2025	TELECOM- CALL COMPLETION	614-49870-451	882.65
				Activity 49870 - Telecom Total:	19,230.54
				Fund 614 - TELECOM Total:	19,230.54

Fund: 615 - ARENA

Activity: 49850 - Arena

SWWC - SOUTHWEST WEST C	NOV 2025	10/22/2025	EAP	615-49850-131	1.80
JCL SOLUTIONS - JANITORS CL	2019126	10/21/2025	ARENA- CLEANING SUPPLIES	615-49850-211	526.97
VESTIS GROUP, INC	2560430360	10/21/2025	ARENA- CLEANING SUPPLIES	615-49850-211	59.39
STAPLES ENTERPRISES, INC.	10682752	10/22/2025	MOTOR FUELS-MAINTENANC	615-49850-212	96.95
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Arena	615-49850-215	31.96
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Arena	615-49850-215	43.74
RUNNINGS SUPPLY, INC	RUNNINGS SEPT 2025	10/15/2025	Arena	615-49850-217	597.60
RUNNINGS SUPPLY, INC	RUNNINGS SEPT 2025	10/15/2025	Arena	615-49850-217	16.47
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	Arena	615-49850-217	7.99
RUNNINGS SUPPLY, INC	RUNNINGS SEPT 2025	10/15/2025	Arena	615-49850-241	169.99
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	615-49850-321	127.32
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	615-49850-326	446.95
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	615-49850-381	6,249.43
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	615-49850-382	98.06
HOMETOWN SANITATION SER	0000631396	10/15/2025	ARENA- DISPOSAL	615-49850-384	192.98
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	615-49850-385	96.20
WORTHINGTON GLASS INC	1180	10/21/2025	ARENA- MAINTENANCE -OFFI	615-49850-404	135.00
RON'S ELECTRIC INC	155473	10/21/2025	ARENA- MAINTENANCE - UTIL	615-49850-409	209.45
JONATHAN ENGSTROM	489	10/27/2025	LICENSING	615-49850-480	62.11
JONATHAN ENGSTROM	491	10/27/2025	LICENSING	615-49850-480	62.11
				Activity 49850 - Arena Total:	9,232.47
				Fund 615 - ARENA Total:	9,232.47

Fund: 617 - M/P CENTER

Activity: 49860 - M/P Center

SWWC - SOUTHWEST WEST C	NOV 2025	10/22/2025	EAP	617-49860-131	1.80
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	617-49860-321	61.22
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	617-49860-326	403.33
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	617-49860-381	1,260.50
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	617-49860-382	50.62
HOMETOWN SANITATION SER	0000631397	10/15/2025	COMMUNITY CENTER DISPOS	617-49860-384	189.98
ELECTRIC FUND	OCT. 2025 MONTHLY UTILITY	10/13/2025	MONTHLY UTILITY	617-49860-385	121.32
WORTHINGTON GLASS INC	1182	10/21/2025	COMMUNITY CENTER-MAINT	617-49860-402	6,545.11
RUNNINGS SUPPLY, INC	RUNNINGS SEPT 2025	10/15/2025	M/P Building	617-49860-402	7.49
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	M/P Building	617-49860-402	61.57
SCHWALBACH HARDWARE	SCHWALBACHS SEPT 2025	10/15/2025	M/P Building	617-49860-402	4.99
RON'S ELECTRIC INC	155521	10/21/2025	WCC- MAINTENANCE - OFFIC	617-49860-404	115.50
MN DEPT OF PUBLIC SAFETY	31143 12/31/2025	10/21/2025	WCC/ LICENSES	617-49860-433	20.00
JONATHAN ENGSTROM	489	10/27/2025	LICENSING	617-49860-480	158.73
JONATHAN ENGSTROM	491	10/27/2025	LICENSING	617-49860-480	158.73
				Activity 49860 - M/P Center Total:	9,160.89
				Fund 617 - M/P CENTER Total:	9,160.89

Fund: 700 - PAYROLL

Internal Revenue Service-Payr	INV0002696	10/31/2025	Federal Tax Withholding	700-21701	11,424.93
MN Department of Revenue -	INV0002697	10/31/2025	State Withholding	700-21702	6,168.33
Internal Revenue Service-Payr	INV0002696	10/31/2025	Social Security	700-21703	14,572.50
MN Pera	INV0002694	10/31/2025	PERA	700-21704	16,617.94
MN Pera	INV0002694	10/31/2025	PERA	700-21704	9,795.01
MN Pera	INV0002694	10/31/2025	PERA	700-21704	961.72
MN State Deferred	INV0002695	10/31/2025	Deferred Roth	700-21705	902.00
MN State Deferred	INV0002695	10/31/2025	Deferred Compensation	700-21705	2,804.00
SWWC - SOUTHWEST WEST C	NOV 25	10/22/2025	HEALTH INSURANCE	700-21706	38,622.92
LOCAL UNION #949	OCT-25	10/23/2025	Union Dues	700-21707	1,775.38

Expense Approval Report**Payment Dates: 10/18/2025 - 10/31/2025**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Internal Revenue Service-Payr	INV0002696	10/31/2025	Medicare Withholding	700-21711	4,312.90
WEX Health Inc	10/15/2025	10/22/2025	FLEX SPENDING	700-21712	6.80
WEX Health Inc	10/20/2025	10/22/2025	FLEX SPENDING	700-21712	181.00
WEX Health Inc	10/24/2025	10/28/2025	FLEX SPENDING	700-21712	11.58
WEX Health Inc	10/28/2025	10/28/2025	FLEX SPENDING	700-21712	468.00
AFLAC	676472	10/21/2025	INSURANCE	700-21715	499.73
AFLAC	676472	10/21/2025	INSURANCE	700-21716	526.79
MN BENEFIT ASSOCIATION	2025-0354869	10/17/2025	TELECOM- PRIVATE INSURAN	700-21719	773.55
WEX Health Inc	INV0002693	10/31/2025	HSA Employee Contribution	700-21723	1,156.14
					111,581.22
Fund 700 - PAYROLL Total:					111,581.22
Grand Total:					486,960.37

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	23,130.14
211 - LIBRARY	1,354.49
225 - AIRPORT	77.20
230 - POOL	222.49
235 - AMBULANCE	12,912.28
250 - EDA GENERAL	600.77
255 - EDA GENERAL RLF	12,444.44
309 - 2025 STREET PROJECT	6,133.10
313 - 2026 1ST AVENUE PROJECT	10,296.80
401 - GENERAL CAPITAL PROJECTS	1,385.00
601 - WATER	29,219.78
602 - SEWER	29,542.15
604 - ELECTRIC	154,612.08
609 - LIQUOR STORE	55,824.53
614 - TELECOM	19,230.54
615 - ARENA	9,232.47
617 - M/P CENTER	9,160.89
700 - PAYROLL	111,581.22
Grand Total:	486,960.37

Account Summary

Account Number	Account Name	Payment Amount
100-41110-326	Data Processing	27.40
100-41110-491	Payments to Other Orga	4,873.90
100-41310-131	Employer Paid Insurance	3.60
100-41310-200	Office Supplies	649.42
100-41310-321	Telephone	69.41
100-41310-326	Data Processing	294.53
100-41310-444	License Fees	653.32
100-41910-200	Office Supplies	71.37
100-41910-321	Telephone	56.88
100-41910-480	Other Miscellaneous	177.14
100-41940-381	Electric Utility	412.07
100-41940-382	Water Utility	78.15
100-41940-384	Refuse Disposal	124.98
100-41940-385	Sewer Utility	172.86
100-41940-406	Repairs & Maint - Groun	17.58
100-42120-131	Employer Paid Insurance	16.20
100-42120-200	Office Supplies	145.27
100-42120-212	Motor Fuels	112.45
100-42120-308	Training & Registrations	225.00
100-42120-321	Telephone	1,575.56
100-42120-323	Radio Units	375.79
100-42120-326	Data Processing	33.84
100-42120-327	Interpretation Fees	52.50
100-42120-419	Vehicle Lease	1,531.64
100-42220-217	Other Operating Supplie	35.16
100-42220-218	Uniforms	505.80
100-42220-321	Telephone	42.90
100-42220-381	Electric Utility	403.03
100-42220-382	Water Utility	16.40
100-42220-384	Refuse Disposal	50.00
100-42220-385	Sewer Utility	39.59
100-42220-404	Repairs & Maint - M&E	1,038.85
100-42220-405	Repairs & Maint - Vehicl	67.43
100-42220-433	Dues & Subscriptions	73.62
100-42500-381	Electric Utility	34.61

Account Summary

Account Number	Account Name	Payment Amount
100-43100-131	Employer Paid Insurance	1.80
100-43100-212	Motor Fuels	540.74
100-43100-216	Chemicals and Chemical	19.98
100-43100-217	Other Operating Supplie	70.00
100-43100-218	Uniforms	200.00
100-43100-224	Street Maint Materials	2,441.27
100-43100-321	Telephone	20.55
100-43100-381	Electric Utility	1,972.19
100-43100-382	Water Utility	21.41
100-43100-384	Refuse Disposal	126.98
100-43100-385	Sewer Utility	47.77
100-43100-404	Repairs & Maint - M&E	575.50
100-43100-444	License Fees	105.82
100-45202-200	Office Supplies	12.99
100-45202-211	Cleaning Supplies	20.77
100-45202-326	Data Processing	266.67
100-45202-381	Electric Utility	628.87
100-45202-382	Water Utility	1,089.26
100-45202-384	Refuse Disposal	726.85
100-45202-385	Sewer Utility	143.47
100-45202-404	Repairs & Maint - M&E	39.00
211-45501-200	Office Supplies	84.00
211-45501-217	Other Operating Supplie	275.40
211-45501-321	Telephone	168.24
211-45501-326	Data Processing	70.00
211-45501-381	Electric Utility	276.53
211-45501-382	Water Utility	20.78
211-45501-385	Sewer Utility	45.68
211-45501-402	Repairs & Maint - Struct	289.64
211-45501-433	Dues & Subscriptions	124.22
225-45127-321	Telephone	31.11
225-45127-406	Repairs & Maint - Groun	46.09
230-45124-217	Other Operating Supplie	133.33
230-45124-381	Electric Utility	35.00
230-45124-385	Sewer Utility	54.16
235-16440	Motor Vehicles	37.00
235-42153-131	Employer Paid Insurance	1.80
235-42153-261	Other Merchandise-Med	500.09
235-42153-312	Nursing	3,751.79
235-42153-321	Telephone	28.60
235-42153-326	Data Processing	7,632.63
235-42153-334	Meals/Lodging	277.07
235-42153-381	Electric Utility	268.69
235-42153-382	Water Utility	10.93
235-42153-384	Refuse Disposal	49.99
235-42153-385	Sewer Utility	26.40
235-42153-405	Repairs & Maint - Vehicl	184.67
235-42153-480	Other Miscellaneous	142.62
250-46520-131	Employer Paid Insurance	1.80
250-46520-200	Office Supplies	96.65
250-46520-321	Telephone	56.88
250-46520-331	Travel Expense	209.30
250-46520-381	Electric Utility	59.02
250-46520-480	Other Miscellaneous	177.12
255-12900	Loans Receivable	12,444.44
309-41000-303	Engineering and Surveyi	6,133.10
313-41000-303	Engineering and Surveyi	10,296.80
401-49950-508	Capital Outlay - Island Pa	1,385.00

Account Summary

Account Number	Account Name	Payment Amount
601-49400-131	Employer Paid Insurance	1.80
601-49400-200	Office Supplies	107.90
601-49400-216	Chemicals and Chemical	64.99
601-49400-301	Auditing & Consulting Se	225.00
601-49400-321	Telephone	51.46
601-49400-326	Data Processing	70.00
601-49400-381	Electric Utility	5,063.87
601-49400-382	Water Utility	20.29
601-49400-385	Sewer Utility	44.06
601-49400-386	Landfill	10,731.97
601-49400-408	Repairs & Maint - Distrib	2,861.32
601-49400-444	License Fees	177.12
601-49950-500	Capital Outlay	9,800.00
602-49450-216	Chemicals and Chemical	17,484.52
602-49450-217	Other Operating Supplie	109.05
602-49450-301	Auditing & Consulting Se	225.00
602-49450-310	Lab Testing	2,230.00
602-49450-321	Telephone	176.56
602-49450-326	Data Processing	70.00
602-49450-381	Electric Utility	8,663.03
602-49450-382	Water Utility	148.86
602-49450-384	Refuse Disposal	131.99
602-49450-404	Repairs & Maint - M&E	126.00
602-49450-444	License Fees	177.14
604-14200	Inventory	30,184.29
604-16300	Improvements Other Th	119,489.28
604-49550-131	Employer Paid Insurance	1.80
604-49550-212	Motor Fuels	31.98
604-49550-217	Other Operating Supplie	65.03
604-49550-241	Small Tools	18.99
604-49550-321	Telephone	51.52
604-49550-326	Data Processing	2,637.49
604-49550-331	Travel Expense	184.80
604-49550-381	Electric Utility	122.07
604-49550-382	Water Utility	45.71
604-49550-384	Refuse Disposal	127.99
604-49550-385	Sewer Utility	95.71
604-49550-402	Repairs & Maint - Struct	211.67
604-49550-408	Repairs & Maint - Distrib	287.08
604-49550-409	Repairs & Maint - Utilitie	58.23
604-49550-444	License Fees	248.44
604-49550-450	Conservation	750.00
609-49751-131	Employer Paid Insurance	1.80
609-49751-211	Cleaning Supplies	57.05
609-49751-251	Liquor	18,177.70
609-49751-252	Beer	27,860.57
609-49751-253	Wine	3,472.27
609-49751-254	Soft Drinks & Mix	703.66
609-49751-258	Liquor Store THC	1,176.10
609-49751-259	Non- Alcoholic	319.95
609-49751-261	Other Merchandise	53.50
609-49751-321	Telephone	226.79
609-49751-326	Data Processing	129.00
609-49751-331	Travel Expense	99.40
609-49751-333	Freight and Express	514.56
609-49751-340	Advertising & Promotion	1,685.00
609-49751-381	Electric Utility	805.10
609-49751-382	Water Utility	22.18

Account Summary

Account Number	Account Name	Payment Amount
609-49751-384	Refuse Disposal	210.98
609-49751-385	Sewer Utility	45.75
609-49751-404	Repairs & Maint - M&E	51.53
609-49751-444	License Fees	211.64
614-49870-131	Employer Paid Insurance	1.80
614-49870-211	Cleaning Supplies	28.92
614-49870-217	Other Operating Supplie	422.74
614-49870-227	Utility System Maint Sup	9.08
614-49870-303	Engineering and Surveyi	217.00
614-49870-321	Telephone	220.85
614-49870-326	Data Processing	1.25
614-49870-340	Advertising & Promotion	300.00
614-49870-381	Electric Utility	3,360.01
614-49870-382	Water Utility	21.48
614-49870-384	Refuse Disposal	115.98
614-49870-385	Sewer Utility	43.60
614-49870-401	Repairs & Maint - Buildi	1,729.84
614-49870-402	Repairs & Maint - Struct	1,026.68
614-49870-441	Transmission Fees	321.12
614-49870-442	Subscriber Fees	3,787.64
614-49870-444	License Fees	690.12
614-49870-445	Switch Fees	1,613.74
614-49870-447	Internet Expense	3,341.38
614-49870-448	On-Call Support	997.50
614-49870-451	Call Completion	979.81
615-49850-131	Employer Paid Insurance	1.80
615-49850-211	Cleaning Supplies	586.36
615-49850-212	Motor Fuels	96.95
615-49850-215	Materials & Equipment	75.70
615-49850-217	Other Operating Supplie	622.06
615-49850-241	Small Tools	169.99
615-49850-321	Telephone	127.32
615-49850-326	Data Processing	446.95
615-49850-381	Electric Utility	6,249.43
615-49850-382	Water Utility	98.06
615-49850-384	Refuse Disposal	192.98
615-49850-385	Sewer Utility	96.20
615-49850-404	Repairs & Maint - M&E	135.00
615-49850-409	Repairs & Maint - Utilitie	209.45
615-49850-480	Other Miscellaneous	124.22
617-49860-131	Employer Paid Insurance	1.80
617-49860-321	Telephone	61.22
617-49860-326	Data Processing	403.33
617-49860-381	Electric Utility	1,260.50
617-49860-382	Water Utility	50.62
617-49860-384	Refuse Disposal	189.98
617-49860-385	Sewer Utility	121.32
617-49860-402	Repairs & Maint - Struct	6,619.16
617-49860-404	Repairs & Maint - M&E	115.50
617-49860-433	Dues & Subscriptions	20.00
617-49860-480	Other Miscellaneous	317.46
700-21701	Federal Withholding	11,424.93
700-21702	State Withholding	6,168.33
700-21703	FICA Tax Withholding	14,572.50
700-21704	PERA Contributions	27,374.67
700-21705	Retirement	3,706.00
700-21706	Medical Insurance	38,622.92
700-21707	Union Dues	1,775.38

Account Summary

Account Number	Account Name	Payment Amount
700-21711	Medicare Tax Withholdi	4,312.90
700-21712	Flex Account	667.38
700-21715	Individual Insurance-Afla	499.73
700-21716	Individual Insurance-Afla	526.79
700-21719	Individual Insurance-MB	773.55
700-21723	HSA Employee Contribu	1,156.14
Grand Total:		486,960.37 ✓

Donna L. Kelson

Project Account Summary

Project Account Key	Payment Amount
None	486,960.37
Grand Total:	486,960.37

MB
10/31/2025

Feasibility Report

2026 Street Improvements



Windom, Minnesota

November 2025

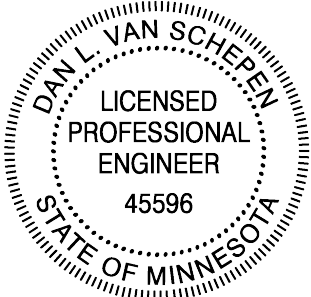
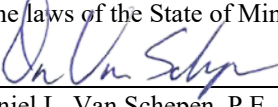
DGR Project No. 375212

Feasibility Report

2026 Street Improvements

Windom, Minnesota

November 2025

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
	By <u></u> <u>10/31/25</u> Daniel L. Van Schepen, P.E. (date)
	License Number <u>45596</u>
	My license renewal date is June 30, 2026
	<u>Pages or sheets covered by this seal: All</u> _____ _____

DGR Project No. 375212

DGR Engineering

1302 South Union Street
Rock Rapids, IA
(712) 472-2531
dgr@dgr.com

**Feasibility Report – 2026 Street Improvements
Windom, Minnesota**

Table of Contents

	<u>Page No.</u>
I. Introduction	1
II. Existing Conditions	1
III. Reconstruction Options	2
IV. Life Expectancy of Improvements	2
V. Timing	3
VI. Project Costs & Financing	3
VII. Feasibility/Conclusion	4

Appendix:

Estimated Quantities & Cost Opinion

Project Scope Drawings

Feasibility Report - 2026 Street Improvements Windom, Minnesota

File No. 375212

November 2, 2025

I. Introduction -

The purpose of this report is to analyze options for replacing the pavement and utilities on the following streets in Windom, Minnesota as ordered by the Council September 16, 2025 to meet the assessment criteria of Minnesota Statute 429:

1. First Avenue from 6th Street/Hwy 62 to Hwy 60.
2. 17th Street from 4th to 6th Avenue

Each street was reviewed for condition of the existing pavement, condition of the existing utilities and improvements to consider in order to replace the existing street. This inspection process is completed on a 5-year cycle by City Staff and catalogs and rates the conditions of each street in town. Several visual inspections were performed and pavement cores were taken to verify the thickness of the existing pavement and condition of the pavement base.

II. Existing Conditions -

The existing streets vary in width and consist of a bituminous surface over a granular base between existing Portland Cement Concrete (PCC) curb and gutter. The existing bituminous surface consists of a combination of bituminous overlay and seal coat. The majority of the streets are 24'-36' back of curb to back of curb. The bituminous surface on most streets is showing significant distress and do not have a smooth ride. Each of these locations is on the City's 5-year street plan for replacement on the next cycle.

Thickness cores of the bituminous and granular base were performed in August of 2025. The bituminous thickness varied from 3-6 inches with an average depth of approximately 4.1 inches. The existing granular thickness was not uniform enough to be measured accurately.

There are significant areas of severe cracking on the street pavement. Segments of curb and gutter (in some blocks the entire length) that are in poor condition will need to be removed and replaced. Some of the curb and gutter is in fair condition and will remain in-place.

Utilities: The City Utility Department tracks the condition and replacement priority of the existing utilities. As part of the reconstruction project, the utilities are to be replaced according to the following chart (including the stated reason):

Street Name	Sanitary Sewer	Water Main	Storm Sewer
First Avenue (10 th to 16 th)		X, 4" Cast Iron	X, currently no drainage path
17 th Street		X, 4" Cast Iron	

These utilities are being replaced due to being at the end of their respective design life and/or due to specific maintenance issues that need to be addressed (as indicated) .

III. Reconstruction Options -

A Cost Opinion has been calculated for reconstruction of the street surfaces (see Appendix). The cost opinions have been calculated for blocks previously defined. Each cost opinion includes a construction contingency and an estimated cost for engineering, legal and administrative costs.

Option 1 – Bituminous Reconstruction. The cost opinion for total reconstruction consists of removing the existing pavement and base material. The new street pavement section will consist of 6" bituminous pavement for 1st Avenue and 4" bituminous pavement for 17th Street over a minimum of a 12" granular base. New curb and gutter will be installed to facilitate drainage to the existing storm sewer. The pavement widths will match the existing widths. The estimated cost per linear foot of the project paving ranges from \$ 471 to \$ 636 per linear foot.

Option 1a – Bituminous Rehabilitation. The cost opinion for bituminous rehabilitation consists of milling the extents of the existing pavement. The new street surface section will consist of 2" bituminous pavement over the existing pavement. The pavement widths will match the existing widths. The estimated cost per linear foot of the project rehabilitation ranges from \$ 224 to \$ 471 per linear foot.

Option 2 – Concrete Reconstruction. The cost opinion for total reconstruction consists of removing the existing pavement and base material. The new street pavement section will consist of 7" concrete pavement for 1st Avenue and 6" concrete pavement for 17th Street over a minimum of a 6" granular base for all segments. The pavement widths will match the existing widths. The estimated cost per linear foot of project paving ranges from \$ 645 to \$ 705 per linear foot.

IV. Life Expectancy of Improvement -

The estimated life expectancy of the various improvements are as follows:

Option 1 - Bituminous Reconstruction. A new bituminous street would have an approximately life of 20-25 years. The same maintenance, crack sealing and seal coats (every 7-8 years), is required for the overlay for the newly reconstructed street. At the end of the life expectancy period, the surface may be milled and overlaid for additional service life. The existing streets have been in-place for over 25 years.

Option 1a – Bituminous Rehabilitation. A 2" bituminous overlaid street would have an approximately life of 7-12 years. The same maintenance, crack sealing and seal coats (every 7-8 years), is required for the overlay for the newly reconstructed street. At the end of the life expectancy period, the surface may be milled and overlaid again for additional service life. The existing streets have been in-place for over 25 years.

Option 2 – Concrete Reconstruction. A new concrete street would have an approximately life of 30-35 years. Maintenance would include crack sealing (every 7-8 years). At the end of the life expectancy period, the pavement would likely need to be replaced. The existing streets have been in-place for over 25 years.

V. Timing -

Each construction option has a different work time duration and varying degrees of inconvenience to local traffic. The length of time street closures will be in place are dependent on the weather and at the rate the contractor works.

The bituminous reconstruction option would require portions of the streets in the project to be closed for durations of 3-6 weeks. Local traffic would be minimal once all the street pavement is removed. Special consideration will be needed to any residents with limited mobility along the project.

The bituminous rehabilitation option would require portions of the project to be closed for durations of 2-3 weeks. Local traffic would be minimal once all the street pavement is milled. Special consideration will be needed for any residents with limited mobility along the project.

The concrete reconstruction option would require portions of the streets in the project to be closed for longer durations (6-8 weeks). Local traffic would be minimal once all the street pavement is removed. Special consideration will be needed to accommodate any residents with limited mobility along the project.

VI. Project Costs & Financing -

Cost opinions for the proposed paving options are included in the Appendix of the report. The bituminous reconstruction of 1st Avenue between 6th and 16th Street and bituminous overlay of 1st Avenue between 16th Street and HWY 60 and 17th Street option is **\$4,121,000** and the concrete reconstruction option is **\$5,871,000**.

The City plans to finance the project with a combination of bonds and special assessments. The City has adequate bonding capacity to finance the project. The assessed portion of the project will consist of approximately 25-33% of the total project cost.

Half of the street improvement cost will be assessed to properties abutting the streets distributed by frontage. The linear foot property dimension of properties that front face the improved road will be the basis of the respective frontage length. The linear foot side lot property dimension will also be assessed using one-half of the long side of a corner lot that abuts a street being improved as the respective basis of frontage. The assessable street cost per foot will be calculated by dividing the assessable street cost (half of the total street cost) by the sum of the calculated frontage. The assessed street improvement cost (Half of the total street cost) will be distributed based on multiplying the calculated frontage by the per foot assessable street cost for each abutting property. The remaining half of the street improvement costs, 2" of pavement thickness to improve to a 10 ton road and all intersection improvements will be paid by the City.

VII. Feasibility -

The existing streets are showing wear and will continue to deteriorate. The existing surface drainage will become worse due to the pavement not being uniform. Surface water ponds, drains into surface cracks and the existing bituminous pavement will deteriorate more quickly during freeze thaw cycles. A new surface will reduce cracks and improve drainage. Both options provide for a new paved street surface.

The existing pavement on First Avenue from 6th Street to 16th Street is in poor condition and will not provide a good base for a bituminous overlay. An overlay option may leave some uneven areas and will be susceptible to soft subgrade and pavement in poor condition. This could cause areas to crack or break-up sooner than expected and not considered a viable alternative to pursue. The overlay option for these segments also does not allow for the utility construction that is to be part of this project.

The complete bituminous pavement reconstruction between the existing/new curb and gutter will allow for corrective work to the subgrade that may be needed. A more uniform street grade and cross section may be maintained. The street grade for the bituminous replacement option will be controlled by the new granular pavement base.

First Avenue north of 16th Street pavement section is in moderate shape, meaning it is structurally sound and the existing base is still performing and protected by the pavement if maintained. An overlay of the existing pavement will extend the pavement infrastructure life cycle by providing a new wear course for traffic, adding additional pavement depth and preventing additional moisture from damaging the existing base section.

The existing pavement on 17th Street between 4th and 6th Avenue is in moderate condition, meaning it is structurally sound and the existing base is still performing and protected by the pavement if maintained. An overlay of the existing pavement will extend the pavement infrastructure life cycle by providing a new wear course for traffic, adding additional pavement depth and preventing additional moisture from damaging the existing base section. The inclusion of replacement of utilities in this project segment imposes the need for full depth pavement reconstruction where the proposed water main trench will be dug with the remainder of the street still being an excellent candidate for bituminous rehabilitation.

The complete concrete pavement reconstruction between the existing/new curb and gutter will allow for corrective work to the subgrade that may be needed. A more uniform street grade and cross section may be maintained. The street grade for the concrete replacement option will be controlled by the new granular pavement base.

Both reconstruction options are feasible alternatives to improving the City's streets. Based on the time for construction, inconvenience to the public, recent City project history, cost to the assessed properties and life expectancy, **the more feasible option for the City of Windom is the bituminous reconstruction option on First Avenue south of 16th Street, the bituminous overlay option on First Avenue north of 16th Street and the bituminous reconstruction/overlay option for 17th Street.**

COST ESTIMATES

**2026 Street Improvements- Bituminous Option, Feasible Recommendation
Preliminary Quantities & Cost Opinion
Windom, Minnesota**

October 30, 2025

Project Summary- Total Costs

Segment #1 - 1st Avenue, 6th Street to 16th Street	\$3,186,000.00
Segment #2 - 1st Avenue, 16th Street to HWY 60 Overlay	\$356,000.00
Segment #3- 17th Street, 4th to 6th Avenue Overlay	\$410,300.00
Total Estimated Costs	\$3,952,300.00

Project Summary- Total City Paving Costs

Total Paving costs	\$3,312,000.00
Estimated Resident Street Assessments	\$1,436,825.00
City Portion of paving costs	\$1,875,175.00

Project Summary- Total Utility Costs (excluding alternates)

Segments #1 & 2- Water Utility costs	\$402,300.00
Segments #1, 2, 6- Storm Sewer Utility costs	\$341,000.00

Project Summary- Total Utility Dept. Costs (excluding alternates)

Water	+0.35 X Total Paving Costs	
\$402,300.00	\$329,510.00	\$740,000.00

All estimated costs based on scope prepared for Street and Utility committee approval, to be adjusted based on requested changes

**2026 Street Improvements - Full Bituminous Reconstruction Option
Preliminary Quantities & Cost Opinion
Windom, Minnesota**

October 30, 2025

Project Summary- Total Costs

Segment #1-1st Avenue, 6th Street to 16th Street	\$3,186,000.00
Segment #2- 1st Avenue, 16th Street to HWY 60	\$1,154,000.00
Segment #3- 17th Street, 4th to 6th Avenue	\$649,000.00
Total Estimated Costs	\$4,989,000.00

Project Summary- Total City Paving Costs

Total Paving costs	\$4,266,000.00
Estimated Resident Street Assessments	\$1,843,000.00
City Portion of paving costs	\$2,423,000.00

Project Summary- Total Utility Costs (excluding alternates)

Segments #1 & 2- Water Utility costs	\$402,300.00
Segments #1, 2, 6- Storm Sewer Utility costs	\$341,000.00

Project Summary- Total Utility Dept. Costs (excluding alternates)

Water	+0.35 X Total Paving Costs	
\$402,300.00	\$413,055.00	\$820,000.00

All estimated costs based on scope prepared for Street and Utility committee approval, to be adjusted based on requested changes

**2026 Street Improvements- Concrete Option
Preliminary Quantities & Cost Opinion
Windom, Minnesota**

October 30, 2025

Project Summary- Total Costs

Segment #1- 1st Avenue, 6th Street to HWY 60	\$5,100,000.00
Segment #3- 17th Street, 4th to 6th Avenue	\$777,000.00
Total Estimated Costs	\$5,877,000.00

Project Summary- Total City Paving Costs

Total Paving costs	\$5,102,000.00
Estimated Resident Street Assessments	\$2,336,975.00
City Portion of paving costs	\$2,765,025.00

Project Summary- Total Utility Costs (excluding alternates)

Segments #1 & 3- Water Utility costs	\$402,300.00
Segments #1- Storm Sewer Utility costs	\$341,000.00

Project Summary- Total Utility Dept. Costs (excluding alternates)

Water	+0.35 X Total Paving Costs	
\$402,300.00	\$460,480.00	\$870,000.00

All estimated costs based on scope prepared for Street and Utility committee approval, to be adjusted based on requested changes

DRAWINGS

Plot Date: 10/30/2025 4:34:37 PM

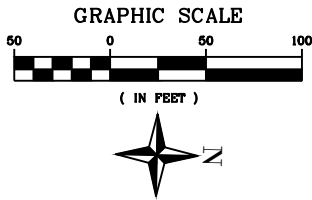
IMPROVEMENTS ASSESSED:

- REMOVING THE EXISTING STREET PAVEMENT AND CURB WHERE NECESSARY
- EXCAVATION AND EMBANKMENT
- 12" SUBGRADE PREPARATION
- 12" GRANULAR BASE
- PCC CURB AND GUTTER
- 4" BITUMINOUS
- DRIVEWAYS
- SIDEWALK
- MOBILIZATION
- TRAFFIC CONTROL
- SEEDING

1/2 OF THE COST OF THE ABOVE ITEMS WILL BE ASSESSED.

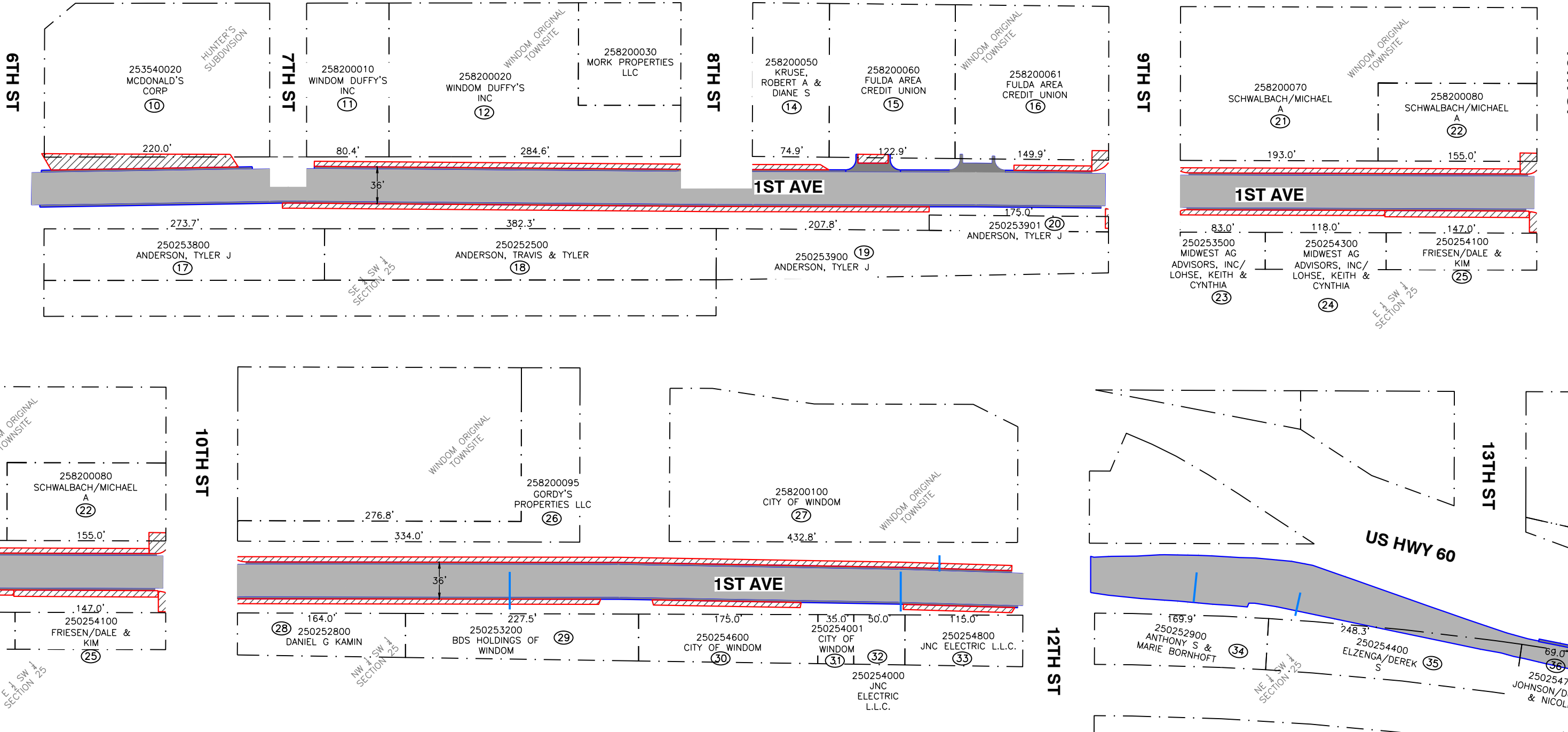
- WATER SERVICES
FULL COST OF SERVICE FROM MAIN TO BACK OF CURB

PRELIMINARY ASSESSMENT PLAT 2026 STREET IMPROVEMENTS WINDOM, MINNESOTA



LEGEND

EXISTING	PROPOSED	
---	---	LOT LINE
---	---	EDGE OF PAVEMENT
---	---	EDGE OF SIDEWALK
---	---	BLOCK NO.
---	---	ASSESSMENT NO.
---	---	PROPOSED BITUMINOUS PAVING
---	---	PROPOSED DRIVEWAY/SIDEWALK
---	---	PROPOSED VALLEY GUTTER/ CURB AND GUTTER



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Daniel L. Van Schepen, P.E.

DATE: 10-31-2025 REG. NO. 45596



Project Manager: DLV
Designer: BMH
Project Number: 375212
Phone: (712) 472-2531

2026 STREET IMPROVEMENTS
WINDOM, MN

1ST AVENUE IMPROVEMENTS
PRELIMINARY ASSESSMENT PLAT

S
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Plot Date: 10/30/2025 4:34:29 PM

P:\03\0752\12\3732\2\DWG\373179 PRELIM ASSESSMENT 1ST AVE & 17TH ST.DWG

- IMPROVEMENTS ASSESSED:
- REMOVING THE EXISTING STREET PAVEMENT AND CURB WHERE NECESSARY
 - EXCAVATION AND EMBANKMENT
 - 12" SUBGRADE PREPARATION
 - 12" GRANULAR BASE
 - PCC CURB AND GUTTER
 - 4" BITUMINOUS
 - DRIVEWAYS
 - SIDEWALK
 - MOBILIZATION
 - TRAFFIC CONTROL
 - SEEDING

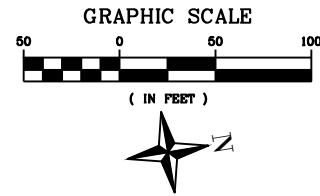
1/2 OF THE COST OF THE ABOVE ITEMS WILL BE ASSESSED.

- WATER SERVICES
FULL COST OF SERVICE FROM MAIN TO BACK OF CURB

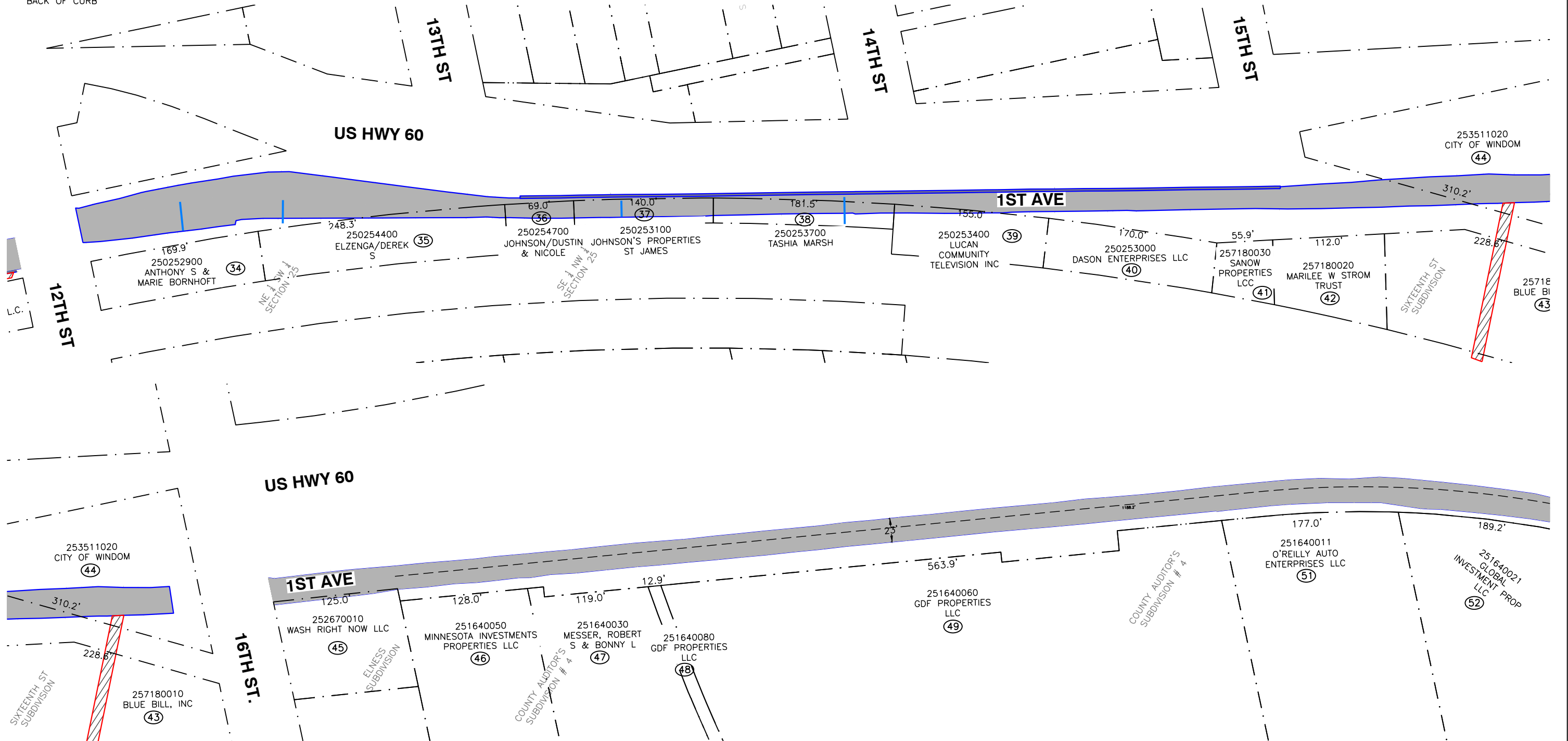
PRELIMINARY ASSESSMENT PLAT

2026 STREET IMPROVEMENTS

WINDOM, MINNESOTA



LEGEND		
EXISTING	PROPOSED	
		LOT LINE
		EDGE OF PAVEMENT
		EDGE OF SIDEWALK
		BLOCK NO.
		ASSESSMENT NO.
		PROPOSED BITUMINOUS PAVING
		PROPOSED DRIVEWAY/SIDEWALK
		PROPOSED VALLEY GUTTER/ CURB AND GUTTER



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Daniel L. Van Schepen, P.E.

DATE: 10-31-2025 REG. NO. 45596



Project Manager: DLV
Designer: BMH
Project Number: 375212
Phone: (712) 472-2531

2026 STREET IMPROVEMENTS
WINDOM, MN

1ST AVENUE IMPROVEMENTS
PRELIMINARY ASSESSMENT PLAT

S
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GRAPHIC SCALE

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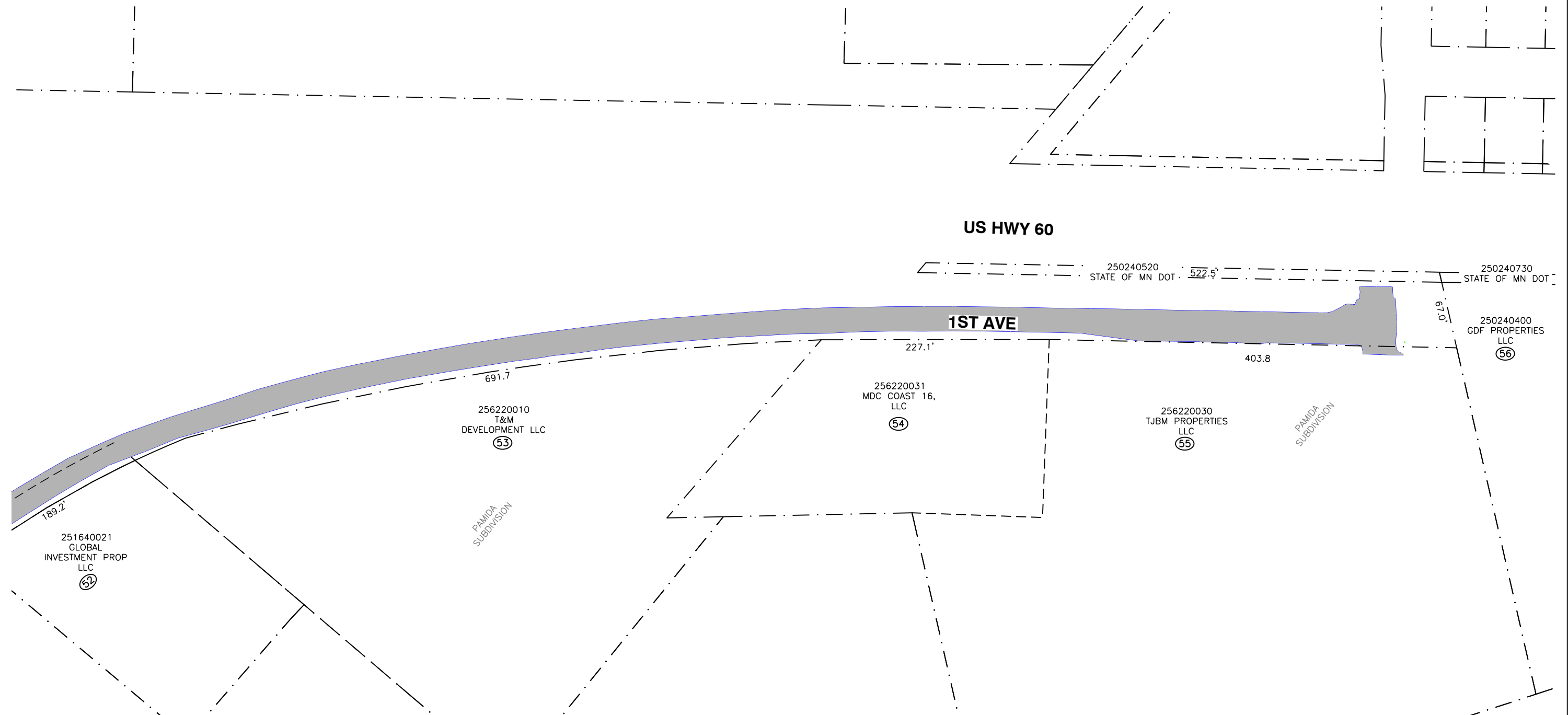
(IN FEET)

North arrow pointing towards the top right.

EXISTING	PROPOSED	
— . —		LOT LINE
== — ==		EDGE OF PAVEMENT
— — —		EDGE OF SIDEWALK
2		BLOCK NO.
	(21)	ASSESSMENT NO.
		PROPOSED BITUMINOUS PAVING
		PROPOSED DRIVEWAY/SIDEWALK
		PROPOSED VALLEY GUTTER/ CURB AND GUTTER

1/2 OF THE COST OF THE ABOVE
ITEMS WILL BE ASSESSED.

- WATER SERVICES
FULL COST OF SERVICE FROM MAIN TO
BACK OF CURB



Daniel L. Van Schepen, P.E.

DATE: 10-31-2025 REG. NO. 45596



2026 STREET IMPROVEMENTS WINDOM, MN

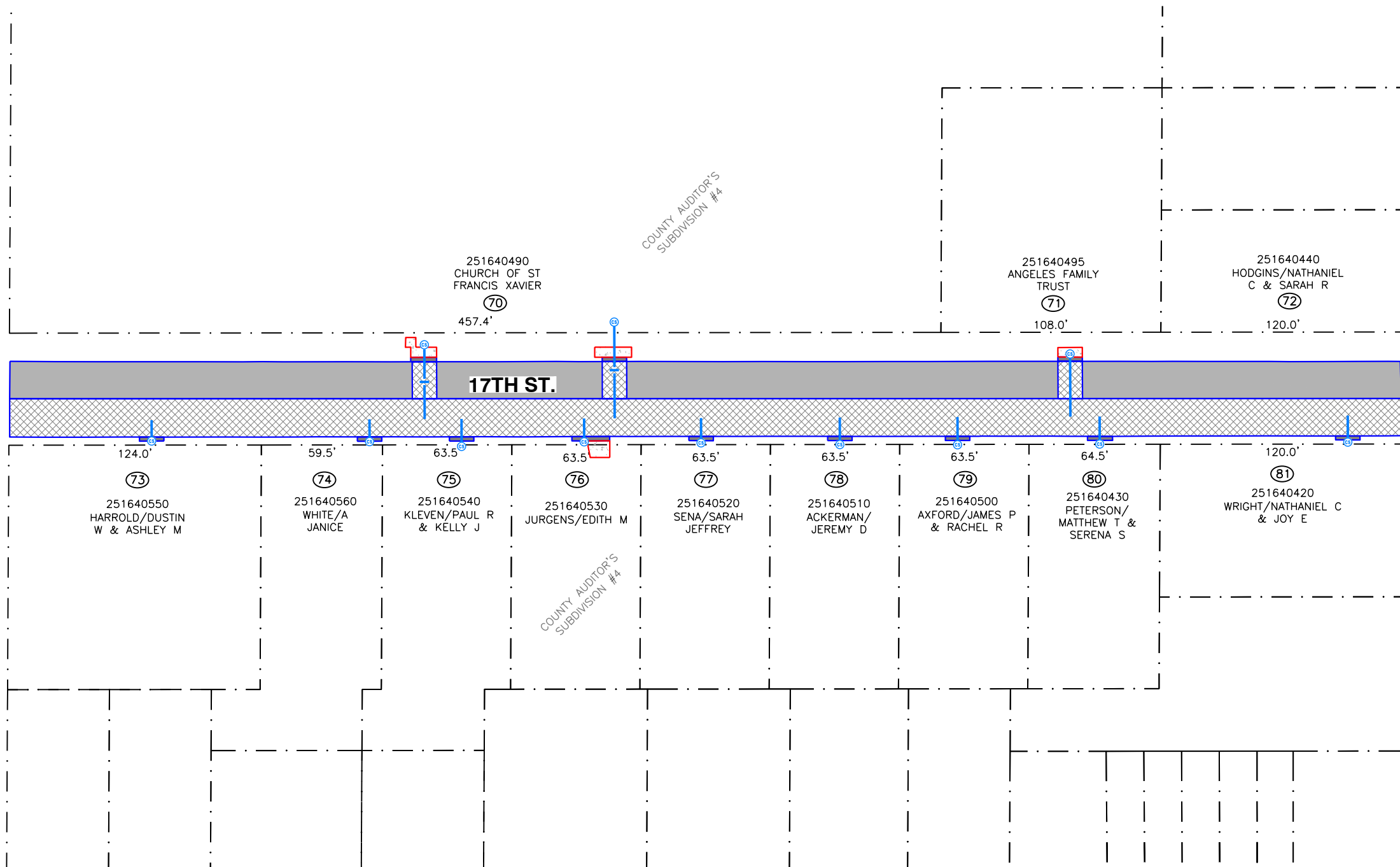
1ST AVENUE IMPROVEMENTS
PRELIMINARY ASSESSMENT PLAT

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LEGEND		
EXISTING	PROPOSED	
		LOT LINE
		EDGE OF PAVEMENT
		EDGE OF SIDEWALK
2		BLOCK NO.
	(21)	ASSESSMENT NO.
		BITUMINOUS FULL DEPTH PATCH
		BITUMINOUS MILL AND OVERLAY
		REPLACE CONCRETE PANELS
		REPLACE CURB AND GUTTER

6TH AVE.

4TH AVE.



DGR
ENGINEERING

2026 STREET IMPROVEMENTS WINDOM, MN

17TH STREET IMPROVEMENTS
PRELIMINARY ASSESSMENT PLAT

RESOLUTION #2025-

INTRODUCED:

SECONDED:

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

RESOLUTION RECEIVING FEASIBILITY REPORT AND CALLING FOR A PUBLIC HEARING FOR THE 2026 STREET IMPROVEMENT PROJECT

WHEREAS, pursuant to a resolution of the Council adopted September 16, 2025, and October 7, 2025, a feasibility report has been prepared by DGR Engineering, City Engineer, with reference to pavement removal, curb & gutter replacement, sanitary and storm sewer improvements, subgrade preparation, granular base, Asphalt and/or Cement Concrete pavement and related work on the following streets:

First Avenue from 6th Street/Highway 62 to Highway 60 and 17th Street from 4th Avenue to 6th Avenue;

and, this report was received by the Council on November 4, 2025; and

WHEREAS, the Street Committee met on December 19, 2024, and reviewed a list of proposed streets and the estimated costs for the project and made a recommendation to approve the 2026 Street Improvement Project; and

WHEREAS, the feasibility report provides information regarding whether the proposed project is necessary, cost-effective, and feasible.

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

1. The Council will consider such improvements in accordance with the report and assess the benefited properties for all or a portion of the costs of the improvements, estimated at \$5,877,000.00, pursuant to Minnesota Statutes, Chapter 429.
2. A public hearing shall be held on such proposed improvements on the 16th day of December 2025, in the Council Chambers of the City Hall at 6:30 p.m. during the regular City Council meeting; and the City Administrator shall give mailed and published notice of such hearing and proposed improvements as required by law.

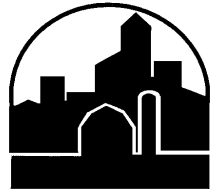
Adopted by the Council this 4th day of November, 2025.

Attest:

Steven Nasby, City Administrator

Hilary Mathis, Mayor

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: Steve Nasby and the City Council
FROM: Jon Ketzenberg, Street and Parks Superintendent
DATE: **October 31, 2025**
RE: 2024 Case IH Farmall 50c Loader Tractor
DEPT: Street & Parks Department
CONTACT: Jon.ketzenberg@windommn.com

Recommendations/Options/Action Requested:

Street & Parks Superintendent is requesting the council to approve the purchase of a 2024 Case IH Farmall 50c Loader Tractor. The tractor is a lease return to the vendor with approximately 150 hours. It comes with a 2-year base warranty on the machine along with a 10-year/ 1,500-hour powertrain warranty (whichever comes first). Staff is requesting approval to sign the purchase paperwork to receive fall pricing discounts. Vender payment will be due the first week of January 2026. Tractor cost is \$60,908. 2007 John Deere 3520 trade will be \$9,000 along with a dealership/fall discount of \$10,908 netting the tractor cost to \$41,000.

Issue Summary/Background:

Arena, Streets & Parks share this equipment. The 2007 John Deere tractor does not have a cab. Streets & Parks use this for mowing wild parsnip, grading alleys & a wide variety of other tasks with the loader. The Arena uses it for mowing & horse show prep.

Fiscal Impact:

Street & Parks Department has budgeted \$60,000 in 2026 for this purchase. Save the City \$10,908.00 with fall discounts with this tractor.

Attachments:

Detailed Quote from Vendor



Miller Sellner
495 2nd Ave
Bingham Lake MN 56118
United States
507-831-1106



Printed 2025-10-30

Detailed Customer Quote

Page 1 of 6

Name/Company	City of Windom	Telephone			
Address	444 9th Street Box 38	Account Manager	Nate Davis		
City/Town, State/Province	Windom, MN	Location	Bingham Lake	Quote No.	22119
Postal/Zip Code	56101	Quote Date	2025-10-30	In Effect Until	2025-10-30

Quantity	Description	Price \$
Sale Items		
2024 - New - Case IH FARMALL 50C SERIES II w/Cab & Ldr Tractor		60908.00
Stock No.: 24942S Serial No.: LSMF50CCKR0020004		
HP/PTO : 40		
1	BE FARMALL 50C SERIES II	
1	X99801X Less packaging / Custom Configuration, A-La-Carte	
1	X2307XX FM50C CAB HST LDR / Farmall 50C Cab HST w/L360A / FAST PICK PKG PRICE = 2% Savings over A-La-Carte order / -330014 (3 Range HST) / -728025 (Mid-PTO) / -720347 (2 Rear Remote) / - 8276504 (R4 Front) / - 8396704 (R4 Rear) / - 464504 (L360A Loader w/ 72' BKT)	
1	330014 3 Range HST / HST + 3 Range	
1	720347 2 Remote Valves / 2 Rear remotes	
1	728025 Mid PTO / Mid-PTO kit	
1	8276504 Front 12 x 16.5 6PR (R4) / Must be ordered with 17.5Lx24 6PR R4 Rear Tires (8396704).	
1	8396704 Rear 17.5Lx24 6PR (R4) / 17.5Lx24 6PR R4	
1	XT9800X North American English	
1	XT9802X Less Add Operator Manual / Less additional operator manual	
1	XT6071X No backhoe	
1	464504 L360 Front End Loader / Loader Includes: / - Mounting Kit / - Quick Coupler - Skid Steer Style / - 72" HD Material Bucket (Quick Attach)	
1	XT8504X Mechanical suspension seat	
1	user_defined Engine # QV230902	
Load Fee, INland Freight, Mrkt Development Fee		
Delivery		
Set Up		
extnd 10yr/1500hr PPP Powertrain		
STANDARD FEATURES:		
Farmall 35C Tier 4 B/Final:		
35 Gross Engine hp @ 2600 rpm		
29.7 PTO hp @ 2600 rpm (Gear)		
28 PTO hp @ 2600 rpm (Hydro)		
114.7 cu. in. (1.9L) Displacement		
Farmall 40C Tier 4 B/Final:		
40 Gross Engine hp @ 2600 rpm		
34 PTO hp @ 2600 rpm (Gear)		
32 PTO hp @ 2600 rpm (Hydro)		
114.7 cu. in. (1.9L) Displacement		



Miller Sellner
495 2nd Ave
Bingham Lake MN 56118
United States
507-831-1106



Printed 2025-10-30

Detailed Customer Quote

Page 2 of 6

Name/Company	City of Windom	Telephone
Address	444 9th Street Box 38	Account Manager Nate Davis
City/Town, State/Province	Windom, MN	Quote No. 22119
Postal/Zip Code	56101	In Effect Until 2025-10-30
Location	Bingham Lake	
Quote Date	2025-10-30	
Farmall 45C Tier 4 B/Final: 45 Gross Engine hp @ 2600 rpm 38.2 PTO hp @ 2600 rpm (Gear) 36 PTO hp @ 2600 rpm (Hydro) 114.7 cu. in. (1.9L) Displacement Farmall 50C Tier 4 B/Final: 50 Gross Engine hp @ 2600 rpm 42.5 PTO hp @ 2600 rpm (Gear) 40 PTO hp @ 2600 rpm (Hydro) 114.7 cu. in. (1.9L) Displacement Farmall 55C Tier 4 B/Final: 55 Gross Engine hp @ 2600 rpm 46.7 PTO hp @ 2600 rpm (Gear) 44 PTO hp @ 2600 rpm (Hydro) 114.7 cu. in. (1.9L) Displacement ALL MODELS: 3 Cylinders Tier 4 B/Final compliant Turbo charged Under Hood Muffler / Exhaust Two-stage Dual Element Air Cleaner Full-flow, Spin-on Oil Filter 12.4 gallon (47L) Fuel Tank CAB Fuel Filter with water separator Quick Glow Plug Starting Aid Flip-up Hood w/ Gas Strut		



Miller Sellner
495 2nd Ave
Bingham Lake MN 56118
United States
507-831-1106



Printed 2025-10-30

Detailed Customer Quote

Page 3 of 6

Name/Company	City of Windom	Telephone			
Address	444 9th Street Box 38	Account Manager	Nate Davis		
City/Town, State/Province	Windom, MN	Location	Bingham Lake	Quote No.	22119
Postal/Zip Code	56101	Quote Date	2025-10-30	In Effect Until	2025-10-30

INSTRUMENT PANEL:

Analog Tachometer

Fuel Gauge

Coolant Temperature Gauge

Hour Meter

Engine Oil Pressure Warning Light

Battery Charge Warning Light

Cold Starting Aid Indicator Light

PTO ON Indicator Light

Constant Engine Speed control

Parking Brake Indicator Light

Turn Indicator Lights

Hazard Flasher Indicator Lights

High Beam Headlights Indicator

Emmission Activation Indicator

TRANSMISSION OPTIONS

12 x 12 Synchronized Shuttle Shift
(SSS)
Left-hand, dash mounted,
synchronized shuttle
(4) Synchronized gears
(3) Non-synchronized ranges

16 x 16 Synchronized Shuttle Shift
(SSS)
Left-hand, dash mounted,
synchronized shuttle
(4) Synchronized gears



Miller Sellner
495 2nd Ave
Bingham Lake MN 56118
United States
507-831-1106



Printed 2025-10-30

Detailed Customer Quote

Page 4 of 6

Name/Company	City of Windom	Telephone			
Address	444 9th Street Box 38	Account Manager	Nate Davis		
City/Town, State/Province	Windom, MN	Location	Bingham Lake	Quote No.	22119
Postal/Zip Code	56101	Quote Date	2025-10-30	In Effect Until	2025-10-30
(4) Non-synchronized ranges					
3-Range Hydrostatic with Cruise Control and Dual-Pedal direction control for forward and reverse					
HYDRAULIC SYSTEM:					
Open Center Hydraulic System					
Dual Gear-type Pumps					
Non-Cab Single Open Center Rear Remote Valve					
CAB Two Rear Remote Vales					
Implement Pump Capacity:					
-Farmall 35C = 8.2 gpm (31.2 L/min)					
-Farmall 40C = 8.2 gpm (31.2 L/min)					
-Farmall 45C = 8.2 gpm (31.2 L/min)					
-Farmall 50C = 8.2 gpm (31.2 L/min)					
-Farmall 55C = 8.2 gpm (31.2 L/min)					
Steering Pump Capacity:					
- Gear models = 4.1 gpm (15.6 L/min)					
- Farmall 35C/40C HST models = 5.5 gpm (20.8 L/min)					
- Farmall 45C/50C/55C HST models = 6.1 gpm (23.4 L/min)					
Mid-mount Hydraulic Valve & Joystick (STD)					
3-POINT LIFT SYSTEM:					
Farmall 35, 40C, 45C					
- Lift Capacity @ ball ends:					



Miller Sellner
495 2nd Ave
Bingham Lake MN 56118
United States
507-831-1106



Printed 2025-10-30

Detailed Customer Quote

Page 5 of 6

Name/Company	City of Windom	Telephone
Address	444 9th Street Box 38	Account Manager Nate Davis
City/Town, State/Province	Windom, MN	Quote No. 22119
Postal/Zip Code	56101	In Effect Until 2025-10-30
- 35C, 40C, 45C: 1808 lb. (820 kg)		
Farmall 45C, 50C, 55C: 2756 lb. (1250 kg)		
- Category I, 3-point Linkage		
- Position Control Lever		
- Drop Rate Control Knob		
- Crank-type Leveling Mechanism		
- Telescoping Stabilizers		
- Flexible Link Ends		
ELECTRICAL		
12-volt, 80Ah, 660 CCA Battery		
Safety Start Switch		
Key Start/Fuel Shutoff		
85 amp Alternator		
Operator Presence System		
LIGHTING:		
(2) Halogen Corner Work Lights		
(2) Halogen Headlights		
(2) Taillights / Brakelights		
(2) Flashing Warning Lights / Turn		
Signals		
PTO:		
Rear PTO		
- Independent 540 rpm		
- Electro-hydraulic engagement		
- Flip-up Shield		
- Shaft Cap		



Miller Sellner
495 2nd Ave
Bingham Lake MN 56118
United States
507-831-1106



Printed 2025-10-30

Detailed Customer Quote

Page 6 of 6

Name/Company	City of Windom	Telephone			
Address	444 9th Street Box 38	Account Manager	Nate Davis		
City/Town, State/Province	Windom, MN	Location	Bingham Lake	Quote No.	22119
Postal/Zip Code	56101	Quote Date	2025-10-30	In Effect Until	2025-10-30

NOTES ABOUT MID PTO OFFERING

- Independent 2,000 rpm
- Eff

Total Price of Sale Items	\$60,908.00
Trades	
2007 - John Deere 3520 Tractor	9000
Serial No.: LV3520H358120	
Hours : 2454	
1 *YanMar 1.5L 3cyl Diesel	
1 *Open Station ROPS	
1 *2 Pedal E Hydro	
1 *Loader Ready w/Joystick	
1 *Turf Tread tires	
1 *MFD	
1 *6 frnt wgths	
1 *3 PT	

*** Options Marked * have been Manually Added or are not Trade Guide Options**

Total Price of Sale Items	\$60,908.00
Total Price of Trades	(\$9,000.00)
Dealership Discount	(\$10,908.00)
Balance	\$41,000.00
Contract Amount	\$41,000.00

Account Manager _____ Accepted by _____

Nate Davis
Cell: 507-920-6566
Email: nathand@millersellner.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: Building & Zoning Office
DATE: November 4, 2025 (City Council Meeting Date)
RE: Planning Commission Recommendation – Variance Application – Lowest Floor Elevation
DEPT: Building & Zoning
CONTACT: Matthew Fast, Building & Zoning Official, at 832-8660 or matthew.fast@windommn.com

Recommendations/Options/Action Requested

Approve the Zoning Application, submitted by DVK Diversified, LLC, requesting a variance of the lowest floor elevation of the new home on the condition that the lowest floor of the new home shall be at least at or higher than the highest known water level which is 1376.87 feet.

Issue Summary/Background

Variance Application:

Applicant: DVK Diversified, LLC
Address of Property: 7 Cottonwood Lake Boulevard, Windom, MN
Description: Lot 6, Block 3 of South Cottonwood Lake Subdivision in the City of Windom, Cottonwood County, Minnesota.
Parcel ID#: 25-714-0260

City Code Section 152.227(A)(1) provides that, pursuant to the shoreland classification for Cottonwood Lake, the lowest floor of a structure (including the basement) must be placed at a level at least three feet above the highest known water level, or three feet above the ordinary high water level, whichever is higher.

The Applicant is requesting a variance to construct a single family dwelling in the Shoreland District with the lowest level of the structure 3 feet above the ordinary high water level of 1371.6 feet as shown on the recorded Final Plat. Bob Braun of DVK Diversified, LLC has confirmed that during the flooding in 2024 the water level south of the road in the basin area did not get above 1371 feet.

At the time that the property was platted, the ordinary high water level was 1371.6. However, during the historic flooding in 2024, a new highest known water level for properties within the Shoreland District was surveyed by the DNR as 1376.87.

To position the lowest floor of the new home three feet above the 2024 peak would require an extensive amount of fill and would also raise the level of the home significantly higher than the street creating a steep driveway.

In his e-mail, Tom Kresko, DNR Hydrologist, provided the DNR's recommendations. The last recommendation provided that at a minimum, require the lowest floor to be at least at or higher than the highest known water level (which is 1376.87).

At the meetings on October 14th and October 29th, Mr. Braun stated that DVK would be able to construct the lowest level at the new “highest known water level” surveyed in 2024 as 1376.87 but not an additional 3 feet above that level.

DVK Diversified, LLC is currently working with the Windom Building & Zoning Office and the local DNR Hydrologist concerning a shoreland impact plan.

On October 29th, the Planning Commission approved a Motion to **recommend City Council approval of the variance application, submitted by DVK Diversified, LLC, on the condition that the lowest floor of the home shall be at least at or higher than the highest known water level which is 1376.87 feet.**

See the Minutes from the Planning Commission’s Meeting on October 29th for the discussion, findings of fact, and complete text of the motion on this agenda item.

Fiscal Impact

There should be no fiscal impact for the City to approve this variance.

Attachments

1. Zoning Application for a Variance;
2. Copy of Planning Commission Public Hearing Notice;
3. Beacon aerial of the property showing location of the lot in the new subdivision.

MF:mah

CITY OF WINDOM, MINNESOTA
444 9th Street
Windom, MN 56101
507-831-6125

APPLICATION FOR CONSIDERATION OF ZONING/SUBDIVISION REQUEST

Applicant(s): Name(s) DVK Diversified LLC
Address 316 Business 23 East
City Paynesville State MN Zip 56362 (Phone: 320-250-2340)

Owner(s): (If other than Applicant)

Name(s) _____
Address _____
City _____ State _____ Zip _____ (Phone: _____)

Property Address: 7 Cottonwood Lake Boulevard

Legal Description of Property: Lot(s) 6 Block(s) 3 Addition South Cottonwood Lake Subdivision

(If metes and bounds, attach description.)

Parcel No. 25-714-0260

Existing Use of Property: Residential Single Family Present Zoning: R-2 & in Shoreland District

Action Requested: Conditional Use Permit _____ Variance X

Subdivision (Sketch Plat) _____ Preliminary Plat _____ Final Plat _____

Planned Unit Development (PUD) _____

Amendment (Text, Rezoning, Comprehensive Plan) – SPECIFY: _____

Other (Specify): Construct home with lowest level 3' above ordinary high water elevation

Description and Reason for Request (Attach Additional Information if necessary and/or required)

DVK Diversified is requesting a variance to construct a single family dwelling with the lowest level of the structure 3 feet above the ordinary high water level of 1371.6 feet as shown on recorded the final Plat.

In signing this Application, I/we hereby acknowledge that I/we have been advised concerning the applicable provisions of the Windom Zoning and Subdivision Ordinances, current administrative procedures, and the required filing fee. I/we hereby acknowledge that the information provided in this Application is true and correct to the best of my/our knowledge.

X Robert M. Braun

X

[SIGNATURES OF APPLICANT(S)]

Date: 9-25-2025

Fee: \$200.00

Paid: Ck. 115626 ~~DATE~~ D10d.

Upon receipt of the Application, all required supporting documents, and the filing fee, this APPLICATION IS ACCEPTED FOR FILING on this 30th day of September, 2025.

WINDOM BUILDING & ZONING OFFICIAL: Maureen Tied

Supplemental Information – To be Submitted with all Conditional Use & Variance Requests

The City's Land Use Regulations (Chapter 152 of the City Code) provide standards to evaluate your request. In order to grant a Conditional Use or Variance, the Planning Commission and City Council must make a finding that the request complies with these standards. The Applicant has the burden of proof to show that these standards have been satisfied. Please answer the following questions as they relate to your request. Attach additional sheets if needed.

1) Would your proposed use of the property be considered a reasonable use? Yes ☒ No ☐
Explain: _____

2) Is your proposed use in conflict with the intent of the zoning district in which it is to be located? Yes ☐ No ☒
Explain: _____

3) Is your proposed use of the property compatible with present uses on the property and on adjoining properties? Yes ☒ No ☐
Explain: _____

4) Will your proposed use of the property (a) alter the essential character of the locality or (b) interfere with the creation of a beneficial environment within its own property or on adjoining properties or (c) interfere with the provision of a reasonable economic benefit to the community? Yes ☐ No ☒
Explain: _____

5) Can you assure the City that your proposed use of the property will not unreasonably harm the public health, safety and welfare, create a nuisance, or create unreasonable congestion to nearby properties? Yes ☒ No ☐
Explain: _____

6) Can you verify that the proposed use/development will not adversely affect pedestrian and vehicular movement on contiguous and non-contiguous adjacent properties and will not adversely affect the buffering of the service facilities and parking areas. Yes ☒ No ☐
Explain: _____

7) Can you assure the City that the proposed project can be accommodated with existing public utilities and services and will not overburden the City's service capacity? Yes ☒ No ☐
Explain: _____

8) Variance Application Only. The undersigned Landowner (Applicant) has established that there are practical difficulties, unique to this property and not caused by the Landowner, that necessitate the need for a variance. Yes ☒ No ☐
Explain: See attached.

ATTACH A SEPARATE SHEET TO PROVIDE ANY ADDITIONAL INFORMATION YOU BELIEVE MAY BE PERTINENT TO YOUR APPLICATION.

Completed By: Robert M. Brown Date: 9-25-25

Property Address: lot 6 Block 3 South Cottonwood Lake Subdivision

No. 8) Variance Application Only.....

Explain:

The property was platted in 2023 and incorporated the ordinary high water elevation at that time which was 1371.6 feet. Since that time, the infrastructure, including a new street, has been installed in the new subdivision. In the Summer of 2024, there was an historic flood with the DNR surveying a new "Highest Known Water Level" of 1376.87 for properties within the shoreland district. The lot proposed for the new house is one of the back lots and is located south of the new road installed in the subdivision. During the flooding in 2024, the water level south of the road in the basin area did not get above 1371'. To position the lowest floor of the new home three feet above the 2024 peak would require an extensive amount of fill and would also raise the level of the home significantly higher than the street creating a steep driveway.

**Building & Zoning Office
City Hall, 444 9th Street, P.O. Box 38
Windom, MN 56101
Phone: 507-832-8660**

**CITY OF WINDOM PLANNING COMMISSION
PUBLIC HEARING NOTICE
VARIANCE
(SHORELAND PROPERTY – LOWEST LEVEL OF STRUCTURE)**

Pursuant to City of Windom, City Code Sections 152.525-152.530, 152.565-152.568, and 152.237, notice is hereby given that the Applicant and Owner, DVK DIVERSIFIED, LLC, a Minnesota limited liability company, of 316 Business 23 East, Paynesville, Minnesota, has submitted a zoning application for a variance concerning a parcel located in the South Cottonwood Lake Subdivision in Windom, Minnesota. This property is located in an R-2 District and also the Shoreland District. The flood of 2024 increased the highest known water level for all property in the Shoreland District. Section 152.227 sets forth design criteria for structures in the Shoreland District. The Applicant requests a variance to allow the construction of the lowest level of the proposed new home at 3 feet above the ordinary high water level shown on the plat of the subdivision.

A public hearing to consider this application will be held before the Planning Commission in the **City Council Chambers at City Hall, 444 9th Street, Windom, Minnesota, on Tuesday, October 14, 2025, at the meeting which begins at 7:00 p.m.**

The application, plat of the subdivision, and other information may be reviewed in the Building & Zoning Office in City Hall prior to the public hearing. Also prior to the public hearing, members of the public may contact the Building & Zoning Office by phone at 507-832-8660 or 507-832-8659 or by e-mail at Matthew.Fast@windommn.com to obtain information concerning the application.

Those persons wishing to be heard on this application for consideration of a variance to set the elevation level for construction of the new home are requested to attend this meeting.

Legally described as follows: Lot 6, Block 3 of South Cottonwood Lake Subdivision in the City of Windom, Cottonwood County, Minnesota.

Parcel ID #: 25-714-0260

Address of the Property: 7 Cottonwood Lake Boulevard, Windom, MN 56101

By Order of the City of Windom, Minnesota
Matthew Fast, Zoning Administrator

Published: Cottonwood County Citizen (October 1, 2025)



Parcel ID	257140260	Alternate ID	n/a	Owner Address	DVK DIVERSIFIED, LLC
Sec/Twp/Rng	0-0-0	Class	RESIDENTIAL VACANT LAND		316 BUSINESS 23 EAST
Property Address	7 COTTONWOOD LAKE BLVD	Acreage	0.39		PO BOX 77
	WINDOM				PAYNESVILLE MN 56362
District	n/a				
Brief Tax Description	n/a				
	(Note: Not to be used on legal documents)				

Date created: 10/31/2025
Last Data Uploaded: 10/31/2025 4:43:53 AM

Developed by  SCHNEIDER
GEOSPATIAL

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Building & Zoning Office
DATE: November 4, 2025 (City Council Meeting Date)
RE: Planning Commission Recommendation – Conditional Use Permit – Impound Lot
DEPT: Building & Zoning
CONTACT: Matthew Fast, Building & Zoning Official, at 832-8660 or
matthew.fast@windommn.com

Recommendations/Options/Action Requested

Approve the Conditional Use Permit Application, submitted by Harry Rodriguez Vazquez of River Towing, to allow placement of an impound lot on the former Carl's Repair property located in an I-1 ("Light Industrial") District.

Issue Summary/Background

Conditional Use Permit Application:

Applicant: Harry Rodriguez Vazquez

Property Owner: Carl Bjorklund, Jr. (Estate)
By Co-Personal Representatives Michelle D. Mullin and Rachel A. Hernandez-Sanchez

Address of Property: 1271 Hale Place, Windom, MN

Description: Lot 1, Block 1 of Bjorklund-Peterson Subdivision, except the North 141 feet; the West 186½ Feet of Lots 1 and 2, in Block 26 of Windom East Addition, except parts deeded; and vacated 13th Street, all in the City of Windom, Cottonwood County, Minnesota.
(abbreviated legal description)

Parcel ID#s: Parcel Nos. 25-131-0010 & 25-821-0030.

The Applicant filed a Zoning Application requesting a conditional use permit to allow placement of an impound lot on property at 1271 Hale Place which he intends to purchase from the Carl Bjorklund, Jr. Estate. The Co-Personal Representatives signed Consents to the Application for this use.

The Bjorklund property is zoned as I-1 Light Industrial. Pursuant to City Code Section 152.152(D), an impound lot for storage of inoperable vehicles (vehicle wrecking) is allowed as a conditional use in the I-1 District. City Code Section 152.477 sets forth the City Code requirements regarding an impound lot.

Attached is an aerial of the area proposed for the impound lot. The impound lot will be located behind (north) of the building. Mr. Rodriguez is proposing a 6-foot tall vinyl fence completely around the impound lot so it will be closed from vision and there will be locked gates in the fence.

There is an existing light on the property that will be enclosed by the fence. Mr. Rodriguez stated that he will leave space around the light to allow access by the Electrical Department to maintain and repair the light. He will also provide a key for the gate in the fence to Electric Superintendent Jason Sykora.

There is a utility easement on the portion of the property where the impound lot will be situated that is

basically used for electrical purposes. Electric Superintendent Jason Sykora has indicated that he has no objections to the proposed use of this area for an impound lot.

Superintendent Sykora advised that because there are electrical lines in that area, the Electrical Department will take the tops off the trees that Mr. Rodriguez wants to remove from the property. Mr. Rodriguez will then be able to remove the remainder of the trees.

Based on the information provided by Mr. Rodriguez and my discussions with him concerning this project, all of the proposed conditions will be met.

The Planning Commission held a public hearing on this application on October 29, 2025, and unanimously approved a motion to recommend City Council approval of the application for a conditional use permit, submitted by Harry Rodriguez Vazquez, to allow an impound lot on property described as Parcel No. 25-821-0030 and Parcel No. 25-131-0010 except the Westerly 42 feet of Parcel No. 25-131-0010. This Westerly 42 feet is included in a gravel access owned by the City of Windom and shall not be used as an impound lot or blocked by vehicles. **The recommended conditions for approval of this conditional use permit are as follows:**

- (1) The entire impound lot shall be fenced and secure;**
- (2) The Applicant shall install a 6-foot solid fence around the entire impound lot;**
- (3) All of the fencing surrounding the impound lot shall be installed within ninety (90) days of approval of the conditional use permit (weather permitting);**
- (4) Storage of inoperable vehicles shall be permitted only as temporary storage for the time period required to conclude any insurance or legal proceedings or disposal arrangements in connection with each specific vehicle;**
- (5) No scrapping, dismantling or salvage of vehicles or vehicle parts shall be allowed on the property;**
- (6) The impound lot shall be kept in a neat and orderly condition; and**
- (7) The Applicant shall provide means of access to the Electrical Department for maintenance and repair of a light that will remain in the impound lot area and be enclosed inside the fence.**

The Minutes from the October 29th Meeting set forth the discussion, motion, and findings of fact concerning the Planning Commission's recommendation to approve this Conditional Use Permit Application.

Fiscal Impact

There is no fiscal impact for the City other than "topping" some of the trees on the property to protect electrical lines.

Attachments

1. Zoning Application for Conditional Use Permit;
2. Planning Commission's Public Hearing Notice;
3. Aerial of property showing proposed location of impound lot.

MF:mah

CITY OF WINDOM, MINNESOTA

444 9th Street

Windom, MN 56101

507-832-8660 & 507-832-8659

APPLICATION FOR CONSIDERATION OF ZONING/SUBDIVISION REQUEST

Applicant(s): Name(s) Harriet Rodriguez Vazquez
Address 664 Collins Ave
City Windom State MN Zip 56101 (Phone: 507-350-5738)

Owner(s): (If other than Applicant)

Name(s) _____
Address _____
City _____ State _____ Zip _____ (Phone: _____)

Property Address: 1271 Hale Place Windom MN 56101

Legal Description of Property: Lot(s) ✓ Block(s) _____ Addition _____
commercial Building

Parcel No. _____
(If metes and bounds, attach description.)

Existing Use of Property: Residence & Repair Shop Present Zoning: I-1

Action Requested: Conditional Use Permit X Variance _____
Subdivision (Platting) _____ (Includes Preliminary Plat and Final Plat)
Planned Unit Development (PUD) _____
Amendment (Text, Rezoning, etc.)— SPECIFY: _____
Other (Specify): _____

Description and Reason for Request (Attach Additional Information if necessary and/or required) To operate an impound lot on the property.

(Please also complete additional form - "Supplemental Information for CUP/Variance" - Page 2.)

In signing this Application, I/we hereby acknowledge that I/we have been advised concerning the applicable provisions of the Windom Zoning and Subdivision Ordinances, current administrative procedures, and the required filing fee. I/we hereby acknowledge that the information provided in this Application is true and correct to the best of my/our knowledge.

X [Signature] X _____
[SIGNATURES OF APPLICANT(S)]
Date: 10/6/25

Fee: \$200.00

Paid: Ck. ✓ -1007 Date: 10-6-25 cmh

Upon receipt of the Application, all required supporting documents, and the filing fee, this APPLICATION IS ACCEPTED FOR FILING on this 7th day of October, 2025.

WINDOM BUILDING & ZONING OFFICIAL: [Signature]

Supplemental Information – To be Submitted with all Conditional Use & Variance Requests

The City's Land Use Regulations (Chapter 152 of the City Code) provide standards to evaluate your request. In order to grant a Conditional Use or Variance, the Planning Commission and City Council must make a finding that the request complies with these standards. The Applicant has the burden of proof to show that these standards have been satisfied. Please answer the following questions as they relate to your request. Attach additional sheets if needed.

1) Would your proposed use of the property be considered a reasonable use? Yes ☒ No ☐
Explain: fortowing Business

2) Is your proposed use in conflict with the intent of the zoning district in which it is to be located? Yes ☐ No ☒
Explain: _____

3) Is your proposed use of the property compatible with present uses on the property and on adjoining properties? Yes ☒ No ☐
Explain: _____

4) Will your proposed use of the property (a) alter the essential character of the locality or (b) interfere with the creation of a beneficial environment within its own property or on adjoining properties or (c) interfere with the provision of a reasonable economic benefit to the community? Yes ☐ No ☒
Explain: _____

5) Can you assure the City that your proposed use of the property will not unreasonably harm the public health, safety and welfare, create a nuisance, or create unreasonable congestion to nearby properties? Yes ☒ No ☐
Explain: _____

6) Can you verify that the proposed use/development will not adversely affect pedestrian and vehicular movement on contiguous and non-contiguous adjacent properties and will not adversely affect the buffering of the service facilities and parking areas. Yes ☒ No ☐
Explain: _____

7) Can you assure the City that the proposed project can be accommodated with existing public utilities and services and will not overburden the City's service capacity? Yes ☒ No ☐
Explain: _____

8) Variance Application Only. The undersigned Landowner (Applicant) has established that there are practical difficulties, unique to this property and not caused by the Landowner, that necessitate the need for a variance. Yes ☐ No ☐
Explain: N/A

ATTACH A SEPARATE SHEET TO PROVIDE ANY ADDITIONAL INFORMATION YOU BELIEVE MAY BE PERTINENT TO YOUR APPLICATION.

Completed By: [Signature] Date: 10/6/25

Property Address: 1271 Hale place windom MN 56101

CONSENT
TO
APPLICATION FOR CONSIDERATION OF ZONING REQUEST

Carl Bjorklund, Jr. is the owner of the real estate described as follows:

Lot 1, Block 1 of Bjorklund-Peterson Subdivision, except the North 141 feet; West 186½ Feet of Lots 1 and 2, in Block 26 of Windom East Addition, except parts deeded, and vacated 13th Street; and West 16 feet of East 130 feet of Lot 3, Block 26 of Windom East Addition, all in the City of Windom, Cottonwood County, Minnesota. (*abbreviated legal descriptions*)

Property Address: 1271 Hale Place, Windom, Minnesota 56101
(Address of "Carl's Repair".)

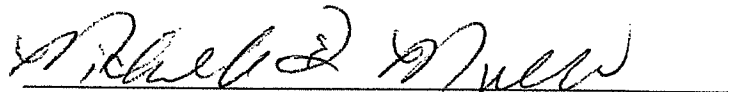
Parcel Nos. of Tracts: 25-131-0010, 25-821-0030, and 25-821-0040.

The undersigned, MICHELLE D. MULLIN, of 170 Villawood Trail, Hot Springs Village, Arkansas 71909, as a Co-Personal Representative of the Estate of Carl Bjorklund Jr. (hereinafter "Michelle Mullin") acknowledges that she has been advised that HARRY RODRIGUEZ, owner of River Towing, of Windom, Minnesota, (hereinafter "Applicant") is interested in purchasing the above-described property. His intended commercial uses of the property are a location for his wrecker/towing equipment and an impound lot. The property is zoned as I-1 "Light Industrial". An impound lot is allowed in the I-1 Zoning District as a conditional use pursuant to Windom City Code.

Michelle Mullin has been advised that the Applicant is submitting an Application for Consideration of a Zoning Request (requesting a conditional use permit for his proposed use of the property) to the City of Windom Building & Zoning Department.

The undersigned, as a Co-Personal Representative of the Estate of Carl Bjorklund, Jr., consents to the submission of this Application to the City of Windom, Minnesota, for review and further proceedings required by the City to process and approve this application.

DATED this 3rd day of October, 2025.



Michelle D. Mullin

Phone No: 501-276-4456

Instructions for Submission of Consent Form:

1. Please complete the form and sign where indicated.
2. Please scan and e-mail the completed form to: matthew.fast@windommn.com OR
3. Mail the completed form to: Windom Building & Zoning Office, P. O. Box 38, Windom, MN 56101.

CONSENT
TO
APPLICATION FOR CONSIDERATION OF ZONING REQUEST

Carl Bjorklund, Jr. is the owner of the real estate described as follows:

Lot 1, Block 1 of Bjorklund-Peterson Subdivision, except the North 141 feet; West 186½ Feet of Lots 1 and 2, in Block 26 of Windom East Addition, except parts deeded, and vacated 13th Street; and West 16 feet of East 130 feet of Lot 3, Block 26 of Windom East Addition, all in the City of Windom, Cottonwood County, Minnesota. (*abbreviated legal descriptions*)

Property Address: 1271 Hale Place, Windom, Minnesota 56101
(Address of "Carl's Repair".)

Parcel Nos. of Tracts: 25-131-0010, 25-821-0030, and 25-821-0040.

The undersigned, RACHEL A. HERNANDEZ-SANCHEZ, of 174 12th Street, Windom, Minnesota 56101, as a Co-Personal Representative of the Estate of Carl Bjorklund Jr. (hereinafter "Rachel") acknowledges that she has been advised that HARRY RODRIGUEZ, owner of River Towing, of Windom, Minnesota, (hereinafter "Applicant") is interested in purchasing the above-described property. His intended commercial uses of the property are a location for his wrecker/towing equipment and an impound lot. The property is zoned as I-1 "Light Industrial". An impound lot is allowed in the I-1 Zoning District as a conditional use pursuant to Windom City Code.

Rachel has been advised that the Applicant is submitting an Application for Consideration of a Zoning Request (requesting a conditional use permit for his proposed use of the property) to the City of Windom Building & Zoning Department.

The undersigned, as a Co-Personal Representative of the Estate of Carl Bjorklund, Jr., consents to the submission of this Application to the City of Windom, Minnesota, for review and further proceedings required by the City to process and approve this application.

DATED this 3 day of October, 2025.


Rachel A. Hernandez-Sanchez
Phone No: 507-822-3835

Instructions for Submission of Consent Form:

1. Please complete the form and sign where indicated.
2. Please scan and e-mail the completed form to: matthew.fast@windommn.com OR
3. Mail the completed form to: Windom Building & Zoning Office, P. O. Box 38, Windom, MN 56101.

**Building & Zoning Office
City Hall, 444 9th Street, P.O. Box 38
Windom, MN 56101
Phone: 507-832-8660**

**CITY OF WINDOM PLANNING COMMISSION
PUBLIC HEARING NOTICE
CONDITIONAL USE PERMIT – IMPOUND LOT**

Pursuant to City of Windom, City Code Sections 152.525-152.530 and 152.545–152.551, notice is hereby given that the Applicant, HARRY RODRIGUEZ VAZQUEZ, of 664 Collins Avenue, Windom, Minnesota, Owner of River Towing, has submitted a zoning application requesting approval of a conditional use permit to allow the use of property (former Carl's Repair location) in an I-1 ("Light Industrial") District (City Code Sections 152.150-152.154) as an impound lot [per City Code Sections 152.152(D) and 152.477]. MICHELLE D. MULLIN and RACHEL A. HERNANDEZ-SANCHEZ, as Co-Personal Representatives of the ESTATE OF CARL BJORKLUND, JR., ("Owner" of the property), have submitted Consents to the zoning application for the requested conditional use.

A public hearing to consider this application will be held before the Planning Commission in the City Council Chambers at City Hall, 444 9th Street, Windom, MN 56101 on Wednesday, October 29, 2025, at the meeting which begins at 7:00 p.m.

The application materials and aerial of the area may be reviewed in the Building & Zoning Office in City Hall prior to the Public Hearing. Also prior to the public hearing, members of the public may contact the Building & Zoning Office by phone at 507-832-8660 or 507-832-8659 or by e-mail at Matthew.Fast@windommn.com to obtain information concerning the application.

Legally described as follows: Lot 1, Block 1 of Bjorklund-Peterson Subdivision, except the North 141 feet; West 186½ Feet of Lots 1 and 2, in Block 26 of Windom East Addition, except parts deeded, and vacated 13th Street; and West 16 feet of East 130 feet of Lot 3, Block 26 of Windom East Addition, all in the City of Windom, Cottonwood County, Minnesota. (*abbreviated legal descriptions*)

Parcel ID #s: 25-131-0010, 25-821-0030, and 25-821-0040

Address of the Property: 1271 Hale Place, Windom, MN 56101

By Order of the City of Windom, Minnesota
Matthew Fast, Zoning Administrator

Published: Cottonwood County Citizen (October 15, 2025)



RESOLUTION #2025

INTRODUCED:

SECONDED:

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

**RESOLUTION DECLARING THE COSTS TO BE ASSESSED, ORDERING THE CITY
ADMINISTRATOR TO PREPARE AN ASSESSMENT ROLL,
AND CALLING FOR A PUBLIC HEARING FOR THE
“2025 MISCELLANEOUS SPECIAL ASSESSMENTS”**

WHEREAS, there are invoices for city services, such as fire calls, mowing, snow removal, or rubbish removal by the City to correct nuisance violations, that have not been paid by the property owners; and

WHEREAS, it is necessary to assess the benefited property for all of the costs of these services pursuant to Minnesota Statutes, Chapter 429.

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

1. The costs of such services to be specially assessed are hereby declared to be a maximum of \$5,100.00.
2. The City Administrator shall calculate the proper amounts to be assessed per parcel for such services and shall file a copy of such proposed assessments at City Hall for public inspection.
3. Such assessments shall be payable with real estate taxes in equal annual installments extending over a period of one (1) year at an interest rate of five percent (5%) per annum from the date of certification.
4. A public hearing shall be held before the City Council at the City Hall in Windom, Minnesota, on the 18th day of November, 2025, during the regular City Council Meeting commencing at 6:30p.m., to consider and vote upon such proposed assessments. At such time and place, all persons owning property affected by such services will be given an opportunity to be heard with reference to such assessments.
5. The City Administrator is hereby directed to cause a notice of the hearing on the proposed assessments to be published once in the official newspaper at least two weeks prior to the hearing. The notice shall state the total cost of the services.
6. The City Administrator shall also cause notice of said hearing to be mailed to the owner(s) of each parcel, described in the assessment roll, not less than two (2) weeks prior to the hearing. The notice mailed to the owner(s) of each parcel shall specify the amount of the proposed assessment for that particular parcel.

Adopted by the Council this 4th day of November, 2025.

Hilary Mathis, Mayor

Attest: _____
Steve Nasby, City Administrator

RESOLUTION #2025-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

RESOLUTION DESIGNATING ANNUAL POLLING PLACE

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

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

WHEREAS, the Windom Community Center, 1750 Cottonwood Lake Drive, Windom, Minnesota, has been designated as the polling place for all City of Windom precincts; and

WHEREAS, the designated polling place for all City of Windom precincts remains unchanged.

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

In accordance with Minnesota Statutes §204B.16, the Windom City Council hereby designates the Windom Community Center, located at 1750 Cottonwood Lake Drive, Windom, Cottonwood County, Minnesota, as the polling place for all City of Windom precincts for 2026 elections.

BE IT FURTHER RESOLVED, that the City of Windom will notify residents of any change in this designation pursuant to the requirements of Minnesota Statutes §204B.16 and §204B.175.

Adopted by the Council this 4th day of November, 2025.

Hilary Mathis, Mayor

Attest: _____
Steven Nasby, City Administrator

RESOLUTION #2025-

INTRODUCED:

SECONDED:

VOTED: Aye:

 Nay:

 Absent:

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR "TAXILANE WIDENING PROJECT"

WHEREAS, the City of Windom has received a grant from the State of Minnesota Department of Transportation, Office of Aeronautics, for State Project No. A1701-47 (Taxilane Widening) at the Windom Municipal Airport and;

WHEREAS, this project is comprised of three funding sources: Federal Funds of \$203,751.00 which represent ninety-five percent (95%) of the allowable costs; two and a half percent (2.5%) of the project costs in an amount not to exceed \$5,362.00 from the State of Minnesota Department of Transportation (Office of Aeronautics); and the sum of \$5,362.00 which represents two and a half percent (2.5%) of the project costs as the City of Windom's share which have been committed for the project.

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

1. That the City of Windom has applied for and been awarded a State Airport Fund grant by the Minnesota Department of Transportation Grant Agreement for State Project No. A1701-47 for the Windom Municipal Airport as set forth in Grant Agreement No. 1061637;
2. That the City of Windom agrees to the terms and conditions of Grant Agreement No. 1061637; and
3. That the Mayor and City Administrator are authorized to execute the above-referenced Agreement and any amendments thereto on behalf of the City of Windom.

Adopted by the Council this 4th day of November, 2025.

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	_____ Hilary Mathis, Mayor	_____ Date
Attest: _____ Steven Nasby, City Administrator	_____ Date	

CERTIFICATION

STATE OF MINNESOTA :
COUNTY OF COTTONWOOD :

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the Windom City Council at an authorized meeting held on the 4th day of November, 2025, as shown by the minutes of the meeting in my possession.

_____ Steve Nasby, City Administrator	_____ Date
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_____ Leesa Arndt, Notary Public My Commission Expires: Jan. 31, 2029	_____ Date
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**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and **The City of Windom, 444 Ninth Street, P.O. Box 38, Windom, MN 56101** ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project **A1701-47** ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this Agreement.

AGREEMENT TERMS

1. **Term of Agreement, Survival of Terms, Project Plans, and Incorporation of Exhibits**
 - 1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this Agreement is fully executed. Grantee must not begin work under this Agreement until it is fully executed and Grantee has been notified by the State to begin the work.
 - 1.2 **Expiration Date.** This Agreement will expire on **December 31, 2029**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
 - 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Airport Operations, Maintenance and Conveyance; Transfer of Interest; Indemnification; State Audits; Government Data Practices and Intellectual Property; Workers Compensation; Publicity and Endorsement; Governing Law, Jurisdiction and Venue; and Data Disclosure.
 - 1.4 **Project Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
 - 1.5 **Exhibits.** Exhibit(s) **A** through **B** are attached and incorporated into this Agreement
2. **Grantee's Duties**
 - 2.1 **Project Completion and Changes.** Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project. Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project. Any changes to the plans or specifications of the Project after the effective date of this Agreement will be valid only if made by written amendment signed by the same parties who executed the original agreement, or their successors in office.
 - 2.2 **Registered Engineer Designation.** If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, Grantee elects not to have such services performed by a registered engineer, then Grantee will designate another responsible person to oversee such work.
 - 2.3 **Policy Compliance.** Grantee will comply with all the required grants management policies and procedures of [Minn.Stat.§16B.97](#), Subd. 4(a)(1).

- 2.4 **Publication of Grantee Contact Information.** Under Minnesota Statute § 16B.98, if a grantee has a website, the names and contact information for the grant administrator(s) and organization's leadership must be clearly published.
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained through this Agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this Agreement without prior written consent of the State and an amendment to this Agreement executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes §360.305, subd. 4(d)(1), Grantee must operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period **20 years** from the date Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only.
- 2.7 **Transfer of Interest.** Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the Airport or in any real or personal property purchased or improved under this Agreement. If the State approves such a transfer or change in use, the State may impose, at its sole discretion, conditions and/or restrictions on such transfer, with which Grantee must comply.
3. **Time.** Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.
4. **Cost Participation and Payment**
- 4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated accordingly between the federal government, the State, and Grantee as described in Exhibit C.
- 4.1.1 **Federal Funding.** The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the federal government. Federal funds for the Project will be received and disbursed by the State.
- 4.1.1.1 **Requests for Additional Federal Reimbursement.** If Grantee intends to request additional federal reimbursement for Project costs, it must make all reasonable efforts to do so, and notify the State of the same, no later than thirty (30) days prior to the expiration of this Agreement. If federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the total state funds granted under this Agreement. Any further state match funding provided as part of this Agreement will be based on the State's current rate letter available at:
<https://www.dot.state.mn.us/aero/airportdevelopment/fundingandgrants.html>.
- 4.2 **Sufficiency of Funds.** Pursuant to Minnesota Rule 8800.2500, Grantee certifies that: (1) it presently has sufficient unencumbered funds available to pay for its share of the Project; (2) it has the legal authority to engage in the Project as proposed; and (3) the Project will be completed without undue delay.
- 4.3 **Total Obligation.** The State's total obligation for all compensation and reimbursements to Grantee under this Agreement will not exceed **\$5,362.00**.
- 4.4 **Payment**
- 4.4.1 **Invoices.** Grantee will submit invoices for payment by credit application via email. The form Grantee will use to submit invoices can be found on the Airport development forms website:
<https://www.dot.state.mn.us/aero/airportdevelopment/forms.html>. The State's Authorized Representative, as named in this Agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Upon completion of the services
- 4.4.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at the State's discretion.

- 4.4.3 **Expiration of Reimbursement.** Grantee must submit all final invoices for reimbursement no later than ninety (90) calendar days after the expiration date of this Agreement. Any invoices received after this 90-day period will not be eligible for payment.
- 4.4.4 **State's Payment Requirements.** The State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. The State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, the State will notify Grantee within ten (10) days of discovering the error. After the State receives the corrected invoice, the State will pay Grantee within thirty (30) days of receipt of such invoice.
- 4.4.5 **Grantee Payment Requirements.** Grantee must pay all Project contractors promptly. Grantee will make undisputed payments no later than thirty (30) days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten (10) days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within thirty (30) days of receipt of such invoice.
- 4.4.6 **Grant Monitoring Visit and Financial Reconciliation.** If the State's total obligation is greater than \$50,000.00, the State will conduct at least one monitoring visit and financial reconciliation of Grantee's expenditures. If the State's total obligation is greater than \$250,000.00, the State will conduct annual monitoring visits and financial reconciliations of Grantee's expenditures.
- 4.4.6.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which state employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.
- 4.4.6.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State.
- 4.4.6.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.4.7 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.4.8 **Closeout Deliverables.** At the close of the Project, Grantee must provide the following deliverables to the State before the final payment will be released by the State:
- 4.4.8.1 Electronic files of construction plans as both PDF and MicroStation compatible formats.
- 4.4.8.2 Electronic files of as-builts as both PDF and MicroStation compatible formats.
- 4.4.8.3 Electronic files of planning documents, including without limitation, airport layout plans and airport zoning plans, as PDF, MicroStation and GIS compatible formats.
- 4.5 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to the State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to the State all contracts and subcontracts between Grantee and third parties to be funded by this Agreement. The State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. The State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten (10) business days.

5. **Conditions of Payment.** All services provided by Grantee under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. No more than 95% of the amount due to Grantee under this Agreement will be paid by the State until it determines that Grantee has complied with all terms and conditions of this Agreement and has furnished all necessary records. In the event the

Airport fails to pass any periodic inspection conducted by a representative of the State's Office of Aeronautics, Grantee will not receive payment under this Agreement until all deficiencies identified by any such inspection have been rectified to the Office of Aeronautics' satisfaction.

6. Authorized Representatives

6.1 The State's Authorized Representative is:

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

6.2 Grantee's Authorized Representative is:

Steve Nasby, City Administrator
(507) 831-6129, steve.nasby@windommn.com
444 Ninth Street, P.O. Box 38
Windom, MN 56101

or their successor. If Grantee's Authorized Representative changes at any time during the term of this agreement, Grantee must immediately notify the State.

7. Assignment; Amendments; Waiver; Agreement Complete; Electronic Records; Certification

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

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

7.2.1 **FAA Letter Amendments.** Notwithstanding the foregoing, if the Federal Aviation Administration ("FAA") issues a Letter Amendment for this Agreement that results in an increase in the federal share of grant funds indicated in clause 4.1 herein, MnDOT's receipt of such Letter Amendment has the effect of automatically amending the total amount and respective shares granted under this Agreement without the requirement of a written amendment.

7.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

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

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8. **Liability and Indemnification.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of others, or the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Grantee. Notwithstanding the foregoing, Grantee will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with the services performed under this Agreement, asserted by, or resulting from the acts or omissions of, Grantee's contractors, consultants, agents or other third parties under the direct control of Grantee.

9. **State Audits.** Under Minn. Stat. § 16B.98 Subd. 8, the books, records, documents, and accounting procedures and practices of Grantee, or those of any other party relevant to this Agreement, or transactions resulting from this

Agreement, are subject to examination by the State and/or the State Auditor, Legislative Auditor, or Attorney General as appropriate, for a minimum of six (6) years from: (1) the expiration or termination of this Agreement, (2) the receipt and approval of all final reports, or (3) the period of time required to satisfy all state and program retention requirements (available at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=10358099), whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10. Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and the State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to herein, Grantee must immediately notify the State and consult with the State as to how Grantee should respond to the request. Grantee's response to the request must comply with applicable law.

10.2 Intellectual Property Rights.

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

10.2.2 Obligations

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

10.2.2.2 Representation. Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Other indemnification obligations of this Agreement notwithstanding, Grantee will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State from any action or claim brought against the State to the extent such action is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorneys' fees. If such a claim or action arises, or in either party's opinion is likely to arise, Grantee, at the State's discretion, must either: (1) procure for the State the right or license to use the intellectual property rights at issue, or (2) replace or modify the allegedly infringing Works or Documents as necessary and

appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11. **Workers' Compensation.** Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#) subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of Grantee's employees, as well as any claims made by any third party as a consequence of any act or omission on the part of Grantee's employees are in no way the State's obligation or responsibility.
12. **Publicity and Endorsement**
 - 12.1 **Publicity.** Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on Grantee's website when practicable.
 - 12.2 **Endorsement.** Grantee must not claim that the State endorses its products or services.
13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. **Termination; Suspension**
 - 14.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this Agreement at any time, with or without cause, upon written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - 14.2 **Termination for Cause.** The State may immediately terminate this Agreement if the State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
 - 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if:
 - 14.3.1 It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2 If funding cannot be continued at a level sufficient to pay for the services contracted for under this Agreement. Termination must be by written or fax notice to Grantee. The State is not obligated to pay for any services that are performed after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
 - 14.4 **Suspension.** The State may immediately suspend this Agreement:
 - 14.4.1 In the event of a total or partial government shutdown due to its failure to pass an approved budget by the legal deadline. Asset Acquisitions completed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment; or
 - 14.4.2 If funding is canceled, withdrawn, or terminated, the State may suspend its performance until funding is restored. Suspension of performance under these circumstances will be temporary until funds become available again and does not release the State from its obligations under this Agreement.

15. **Data Disclosure.** Under [Minn. Stat. § 270C.65](#) subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.
16. **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee has been awarded funds for the Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.
17. **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Grantee agrees that:
- 17.1 In the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Grantee, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
 - 17.2 No Grantee, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified herein, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color;
 - 17.3 A violation of this Section is a misdemeanor; and
 - 17.4 This Agreement may be canceled or terminated by the State, or any county, city, town, township, school, school district or any other person authorized to enter into agreements for employment, and all money due, or to become due under said agreements, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
18. **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
19. **Telecommunications Certification.** By signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Grantee will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.
20. **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of Grantee's compliance with this provision. Grantee must cooperate with the State throughout the review process by supplying all requested information and documentation to the State,

making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

21. Additional Provisions

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

MnDOT ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

By:
Date:
SWIFT Contract # _____

SWIFT Purchase Order # _____

**COMMISSIONER OF TRANSPORTATION
as delegated**

By:
Date:

GRANTEE

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

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

MnDOT CONTRACT MANAGEMENT

By:
Date:

June 3, 2025



RE: Windom Municipal Airport (MWM)
2025 IIJA/AIG Federal and State Grant Request

Travis Haskell
Regional Airport Engineer
Minnesota Department of Transportation
Office of Aeronautics
222 East Plato Blvd.
St. Paul, MN 55107

Dear Mr. Haskell:

The City of Windom is requesting an Infrastructure Investment and Jobs Act (IIJA) / Airport Infrastructure Grant (AIG - Allocated) grant from the Federal Aviation Administration (FAA) for Federal Fiscal Year 2025. The grant request is for the 2025 Taxilane Widening project at the Windom Municipal Airport (MWM) in Windom, Minnesota. Associated costs with this project are as follows:

ITEM DESCRIPTION	TOTAL	FAA	STATE	LOCAL
	COSTS	(95%)	(2.5%)	(2.5%)
Taxilane Widening (Svoboda Excavating)	\$172,875.00	\$164,231.25	\$4,321.88	\$4,321.88
Engineering Design and Construction Administration Services (SEH)	\$39,100.00	\$37,145.00	\$977.50	\$977.50
Administration (City of Windom)	\$2,500.00	\$2,375.00	\$62.50	\$62.50
TOTAL PROJECT COSTS:	\$214,475.00	\$203,751.00	\$5,362.00	\$5,362.00

The City of Windom is requesting federal participation for the federally eligible work elements of these projects at 95 percent with IIJA/AIG Program funding, for a total grant request of **\$203,751.00**. The City of Windom is also requesting state participation for the federally eligible work elements of the projects in the amount of 2.5 percent, which totals **\$5,362.00**. The remaining 2.5 percent, which totals **\$5,362.00**, will be funded by the City of Windom.

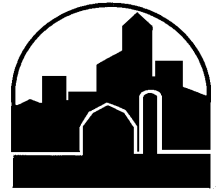
Thank you for your continued support of Windom Municipal Airport. Please contact me if you have any questions.

Sincerely,

Steve Nasby, City Administrator
City of Windom, Minnesota



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: Jason Sykora
DATE: 10/28/2025
RE: Power Purchase Agreement (PPA)
DEPT: Electric
CONTACT: Jason Sykora

Recommendations/Options/Action Requested

Utility Commission and staff recommends that the City Council take the following action:

1. Approve Power Sales Agreement between the City of Windom and Central Minnesota Municipal Power Agency for a Purchase of Wind Energy up to 2.2 MW.

Issue Summary/Background

Windom Municipal Utilities provides electric power to the community through the purchase of power from a variety of vendors to meet the service needs of our customers. To help ensure the availability and stable costs of power the City is a member of the Central Municipal Minnesota Power Agency (CMMPA), which acts like a cooperative. CMMPA has negotiated on our behalf a new power purchase agreement to deliver wind power to Windom.

This Agreement is a Power Purchase Agreement which does not guarantee a specified amount of power. We will only receive power when the Wind farm is producing energy. We will also receive Capacity and RECs (Renewable Energy Credits) at the contracted price. This contract will be in effect until December 31, 2045.

The Windom Utility Commission approved the Agreement at the October 23rd Commission Meeting. The City Attorney has also reviewed the Agreement and does not recommend any changes.

Fiscal Impact

Entering into long-term energy contracts are intended to maintain a low-cost energy resource, stabilize the cost of power and insure availability of power for our customers. Adding this contract also allows Windom to move closer to the Zero Carbon Standard set by the State for 2040. Both City staff and the Windom Utility Commission have the goal to provide affordable power.

Attachments

1. Power Sales Agreement between the City of Windom and the Central Minnesota Municipal Power Agency for a Purchase of Wind Energy.

POWER SALES AGREEMENT

BETWEEN THE

CENTRAL MINNESOTA MUNICIPAL POWER AGENCY AND

WINDOM MUNICIPAL UTILITIES

FOR A PURCHASE OF WIND ENERGY

January 1, 2026

THIS AGREEMENT (" Agreement ") is executed by and between the Central Minnesota Municipal Power Agency, a municipal corporation and political subdivision of the State of Minnesota created under Minnesota law ("CMMPA" or "Agency"), and the City of Windom, a Minnesota Home Rule Charter Commission that owns and operates a municipal electric utility under Minnesota law (the "Participant").

RECITALS

1. CMMPA has entered into a power purchase agreement with Midwest Power Partners ("MPP") for the long-term purchase of wind energy ("PPA") from what is commonly known as the "Bingham Lakes facility". Energy, capacity and renewable attributes purchased by CMMPA under the PPA will be delivered at a designated point of delivery within the area governed by the Midcontinent Independent System Operator, hereinafter "MISO" ("Transaction").
2. Participant is a member of CMMPA and has authorized purchase of an entitlement share of the Transaction and desires to enter an agreement with CMMPA to purchase such an entitlement share.
3. CMMPA proposes to sell, and the Participant proposes to purchase, the Participant's entitlement share, as defined below.

AGREEMENT

1. **Term of Agreement.** This Agreement shall be effective immediately upon

execution and delivery of the power sales agreements between CMMPA and the Project Participants listed on Appendix A ("Participants"), and shall remain in effect until December 31, 2045, inclusive ("Term").

2. **Sale and Purchase.** CMMPA shall sell and deliver and Participant shall purchase and receive a quantity of the energy product equivalent to Participant's entitlement share of the Transaction, as designated on Appendix A ("Entitlement Share"), all in accordance with the terms of this Agreement. Delivery of Participant's Entitlement Share shall commence immediately upon such energy product becoming available to CMMPA in accordance with the Transaction. Participant's Entitlement Share shall also include all other renewable and carbon free energy and capacity-related attributes. If other MPP wind facilities are added to this Agreement, Participant's entitlement share of such additional facilities will be identified in an agreement that is separate and distinct from this Agreement.

3. **Rates for Purchase and Sale.** The purchase and sale of Participant's Entitlement Share shall be at the rate of \$34.00/MWH during the first full five (5) years of operation. In year six (6), the rate shall increase by 5% to \$35.70/MWH, with an additional 1% increase after each subsequent full year. For avoidance of doubt, these values are listed explicitly in Table 1 of Appendix A. Participant will not be billed for curtailment, nor will CMMPA pay MPP for curtailment. In the event this status changes, CMMPA will discuss with Participant.

4. **Delivery.** CMMPA shall be solely responsible for the delivery of Participant's Entitlement Share. Such delivery shall be at pricing node ALTW.W_BINGHAM and shall

be accomplished by CMMPA in accordance with MISO procedures, protocols and applicable business practices for settlement of energy products ("Settlements"). In the delivery of Participant's Entitlement Share, CMMPA shall undertake the Market Participant function for the Bingham Lakes Facility. CMMPA shall facilitate the receipt of Bingham Lakes' accredited capacity and perform the "Day Ahead" scheduling and Settlements to ensure the wind energy is timely sold into the MISO market at the appropriate node.

All scheduling arrangements provided for in this paragraph are subject to actual availability and operating levels of the Bingham Lakes facility from day to day and hour to hour. Participant acknowledges and agrees that delivery of output allocable to its Entitlement Share are not firm and are contingent upon the operation of the Bingham Lakes facility, the availability of transmission and other factors over which CMMPA does not have control. Participant also acknowledges it understands that CMMPA's upstream purchase agreement with MPP does not require any minimum level of wind output, does not require MPP to provide replacement energy, and does not require MPP to pay liquidated damages, provide a letter of credit, cash, or escrow fund if the Bingham Lakes facility fails to perform or experiences a substantial casualty, or if MPP goes bankrupt.

5. **Project Decisions.** CMMPA shall have responsibility for decisions on behalf of the Participants with respect to all matters related to the Transaction, consistent with the overall best interests of the Participants and CMMPA's requirements, obligations or covenants relative to the Transaction, other applicable agreements, or other legal requirements.

6. **Billing.** CMMPA shall bill Participant for Participant's Entitlement Share of the Transaction on a calendar-month basis. Bills shall be issued by CMMPA as soon as practicable in each month following the calendar month in which the Entitlement Share is delivered. All bills shall show separately all charges, including any administrative charges. Bills shall be payable to CMMPA within thirty (30) days of receipt of the invoice. Any amounts due and not paid by the Participant within the thirty (30) days allotted for payment, may, at CMMPA's sole discretion, accrue interest until paid at the rate of one and one-half percent (1½%) per month, or the standard interest rate of the Federal Energy Regulatory Commission, whichever is less.

7. **Billing Disputes.** Except as set forth below, Participant shall not have the right to challenge any billing statement rendered by CMMPA in relation to the Transaction, invoke arbitration of the same or bring any court or administrative action of any kind questioning the propriety of the same after a period of twenty-four months from the date of rendering.

If Participant disputes any portion of any bill issued by CMMPA under this Agreement, Participant shall pay the full amount of the disputed charges when due, and shall give written notice of the dispute (unless the dispute is based upon information not reasonably available to the Participant at the time required to give notice under this paragraph) to CMMPA not later than ninety (90) days after the date such payment is due. Such notice shall identify the amount in dispute and set forth a full statement of grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given, as provided above. CMMPA shall review such notice in

good faith and provide Participant with a determination within thirty (30) days following receipt of such notice. If the matter is not resolved in such manner, the matter may be submitted to dispute resolution, as provided below. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference shall be appropriately reflected as a debit or credit on the next monthly bill.

8. **Nature of the Obligation to Pay.** Participant shall have no right to terminate its purchase of its Entitlement Share of the Transaction under this Agreement, nor any right to withhold from CMMPA any payments due or to become due under this Agreement. Participant may recover from CMMPA any amounts previously paid under this Agreement if such amounts were paid in error or contrary to the provisions of this Agreement or law. The obligation of Participant to pay all rates and charges established by CMMPA under this Agreement shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise and shall not be otherwise conditioned upon performance by CMMPA of its obligations under this Agreement, or by the other Participants of their obligations, or any other instrument or agreement.

9. **Rate Sufficiency Obligation.** Participant shall establish, maintain and collect rates and charges for electric service so as to provide revenues sufficient, together with available electric system reserves, to enable the Participant to pay CMMPA (i) all amounts payable under this Agreement; (ii) all other operating expenses of Participant's electric system; and (iii) all other obligations of Participant payable from, or constituting a lien on, the revenues of its electric system.

10. **Electric System Operations.** Participant covenants to operate and maintain its

electric system in a sound, businesslike manner in accordance with Prudent Utility Practice, as defined below.

"Prudent Utility Practice" shall mean any of the practices, methods and acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry at a given time) which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts. In evaluating whether any matter conforms to Prudent Utility Practice, the parties shall take into account (i) the fact that both the Participant and CMMPA are bodies politic and corporate and political subdivisions under the laws of the State of Minnesota, with the statutory duties and responsibilities thereof, and (ii) the terms and conditions of the PPA and other applicable Project-related agreements.

11. Source of Payments. Participant shall not be required to make any payments to CMMPA under this Agreement except from the revenues and other moneys derived by the Participant from its electric department or system. Participant hereby agrees that amounts payable by the Participant under this Agreement shall be paid by the Participant as an operating expense of the Participant's electric system. In no event shall CMMPA, or any other person or entity, including any person or entity to which revenues under this Agreement have been assigned or pledged, be entitled to look to, or seek to recover from,

any other revenues, monies or property of Participant for payment of any amounts due under this Agreement. The obligation of Participant to make payments for services under this Agreement shall not constitute a general obligation of Participant and Participant shall not be required to make such payments from any source other than the revenues and funds referred to in this paragraph. In no event shall Participant be required to make payments under this Agreement from tax revenues or to impose any new tax or adjust any existing tax for such purpose.

12. Default. Upon failure of Participant to make any payment in full when due under this Agreement or to perform any obligation herein, CMMPA shall make demand upon the Participant, and, subject to the dispute provisions of this Agreement, if said failure is not cured within 20 days from the date of such demand it shall constitute a default at the expiration of such period ("Default"). Notice of such demand and any subsequent Default shall be provided to the other Participants by CMMPA.

If Participant in good faith disputes the legal validity of said demand, it shall make such payment or perform such obligation within said 20-day period under protest directed to CMMPA. Such protest shall specify the reasons upon which the protest is based. The parties shall then implement the dispute resolution process provided below.

Upon occurrence of a Default, CMMPA shall use its best efforts to sell and transfer all or a portion of such Participant's Entitlement Share for all or a portion of the remainder of the term of this Agreement. The other Participants shall be given the first right to accept such portion of the defaulting Participant's Entitlement Share on a pro rata basis in accordance with the Participants' entitlement shares as depicted on Appendix A. Any remaining portion of the

Participant's Entitlement Share may then be made available for sale or transfer to non-participating electric utilities. If all or any portion of Participant's Entitlement Share is transferred pursuant to this paragraph, the Participant's Entitlement Share shall not be reduced, and the Participant shall remain liable to CMMPA to pay the full amount owed for its Participant Entitlement Share as if such sale had not been made, except that Participant's liability shall be discharged to the extent that CMMPA receives payment from the purchaser or purchasers thereof.

13. Other Participants' Payment Default. Upon a Default of any other Participants, and except as all or a portion of such other Participants' entitlement shares may be transferred in accordance with Paragraph 12, above, Participant's Entitlement Share shall be automatically increased for the remaining term of this Agreement on a pro rata basis with the entitlement shares of the other non-defaulting Participants, and the entitlement shares of such other defaulting Participants shall be reduced correspondingly; provided, that no such reduction shall reduce the defaulting Participants' obligations under their respective power sales agreements; and further provided, that the sum of such step-up increases for Participant pursuant to this paragraph shall not exceed, without consent of the Participant, an Accumulated Maximum Step-Up Percentage, as defined and set forth in Appendix A.

Failure of Participant to make payments (or any amounts due to CMMPA for step-up increases to Participant's Entitlement Share under the previous paragraph shall constitute a Default, and the fact that other Participants may have assumed the obligation to make such payments shall not relieve Participant of its liability for such step-up payments. Any other Participants assuming such obligation, either individually or as a member of a group,

shall have a right to enforce Participant's obligation to make step-up payments, diminished to the extent such Participants have received value from the absorption of Participant's increased Entitlement Share under the step-up provisions of this Agreement. To enforce these rights, CMMPA or the other Participants, either jointly or severally, may initiate any lawsuit, action or proceeding, at law or in equity, including suits for specific performance, against Participant. CMMPA shall be entitled to recover from the defaulting Participant any and all legal fees and other costs incurred by CMMPA as a result of Participant's Default.

14. Default events other than Nonpayment. Failure of either party to adhere to any covenant, agreement or obligation of this Agreement, other than a failure to make required payments, shall be deemed a "Nonpayment Default". The non-defaulting party may bring any suit, action, or proceeding in law or in equity, including for damages, mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, to enforce such covenant, agreement or obligation against the defaulting party. Such remedies shall be in addition to all other remedies provided for herein.

15. Records and Audit. CMMPA shall maintain adequate records to substantiate the charges provided under this Agreement. Participant shall have the right to audit those records, at any time during regular business hours upon reasonable advance notice. In the event an audit shows a refund due Participant or underpayment to CMMPA, the next month's billing shall be adjusted accordingly. CMMPA shall be responsible for making facility output information available to the Participant.

16. Default events other than Nonpayment. Failure of either party to adhere to any covenant, agreement or obligation of this Agreement, other than a failure to make required

payments, shall be deemed a “Nonpayment Default”. The non-defaulting party may bring any suit, action, or proceeding in law or in equity, including for damages, mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, to enforce such covenant, agreement or obligation against the defaulting party. Such remedies shall be in addition to all other remedies provided for herein.

17. Records and Audit. CMMPA shall maintain adequate records to substantiate the charges provided under this Agreement. Participant shall have the right to audit those records, at any time during regular business hours upon reasonable advance notice. In the event an audit shows a refund due Participant or underpayment to CMMPA, the next month’s billing shall be adjusted accordingly. CMMPA shall be responsible for making facility output information available to the Participant.

18. Participant Information. Participant agrees to supply CMMPA, upon request, with such information and documentation as may be required, including financial statements and other information reasonably available to Participant, in order to allow CMMPA to respond to requests for such information from any federal, state or local regulatory body, or as may be required by the Transaction.

19. Enforcement of Obligations. CMMPA shall at all times maintain and promptly and vigorously enforce its rights under the Transaction against the appropriate counterparties. In addition, CMMPA shall diligently enforce all other provisions of the Transaction to the benefit of the Project Participants.

20. Force Majeure. Neither Participant, nor CMMPA, shall be considered in default as to any obligation under this Agreement if prevented from fulfilling such obligations by

reason of uncontrollable forces, the term “uncontrollable forces” being deemed for purposes of this Agreement to mean any cause beyond the control of the party affected, including but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, terrorism, unavailability of fuel, and restraint of court or public authority, which by due diligence and foresight such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

21. **Modification and Uniformity of Agreements.** This Agreement shall not be subject to termination by any party under any circumstances, whether based up on the default of any other party under this Agreement, or any other instrument, or otherwise, except as specifically provided in this Agreement. This Agreement shall not be amended, modified, or otherwise changed by agreement of parties in any manner that will materially and adversely affect the security afforded by provisions of this Agreement for the payment of all charges associated with Participant’s Entitlement Share.

22. **Notices.** Any notice, demand, approval, proposal, protest, direction or request provided for in this Agreement to be delivered, given or made to Participant shall be deemed delivered, given or made if delivered in writing in person or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the person and at the address designated in writing filed with CMMPA by the Participant. The Participant may change such designation, at any time and from time to time, by giving notice to CMMPA as below

provided. Any such notice, demand or request to be delivered, given or made if delivered in writing, in person, mail, or email as above provided to the following address:

Chief Executive Officer
Central Minnesota Municipal Power Agency
7550 Corporate Way, Suite 100
Eden Prairie, Minnesota 55344
jaya@cmpas.org
billing@cmpas.org

Or such other address designated by CMMPA, as provided above.

23. **Dispute Resolution.** The Parties agree to use commercially reasonable efforts to settle promptly any disputes or claims arising out of or relating to this Agreement through negotiation conducted in good faith between senior executives or management personnel having authority to reach such a settlement. The negotiations shall take place as soon as practicable after, but in no event more than thirty (30) days after, a dispute arises. If after these negotiations the dispute is not resolved, then either or both Parties may pursue any legal remedies to the dispute at law or in equity, or pursue arbitration, as provided below.

If either party elects to pursue arbitration, copies of any such request shall be given to all other Participants and it shall specify the issue or issues in dispute. Within ten days after receipt of such a request CMMPA and the Participant shall confer and attempt to agree upon appointment of a single arbitrator. If such agreement is not accomplished, CMMPA or the Participant may request the American Arbitration Association to appoint an arbitrator. The arbitrator so selected or appointed shall conduct a hearing within thirty days thereafter, unless such time is extended by agreement of CMMPA and the Participant. The arbitrator shall notify the parties of his or her decision, stating his or her decision, stating his or her reasons for such decision and separately listing his or her findings of fact and conclusions

of law. The arbitrator shall not have the power to amend or add to this Agreement. Subject to such limitation, the decision of the arbitrator shall be final and binding on CMMPA and the Participant except that either party may petition a court of competent jurisdiction for review of errors of law. The pendency of arbitration or legal action shall affect neither the obligation of the Participant to make any payment in full when due under this Agreement nor the obligations of CMMPA to provide power to the Participant. The prevailing party of a disputed matter shall be entitled to recover from the other party.

24. **Applicable Law.** This Agreement is made under and shall be governed by the law of the State of Minnesota.

25. **Severability.** If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

26. **Assignment of Agreement.** This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties to this Agreement; provided, that neither this Agreement, nor any interest herein, shall be assigned or transferred or sold by the Participant, including in connection with any sale, transfer or other disposition of Participant's system, except as provided herein, without the written consent of CMMPA. No such assignment or transfer or sale shall relieve the Participant of any obligation hereunder.

27. **Duly Authorized Signatories; Binding Effect of Execution.** CMMPA as to its signatory and the Participant as to its signatory each hereby represents and warrants that the person

executing this Agreement on its respective behalf is duly authorized to do so, and that, by such execution set forth on the following page of this Agreement, such party is hereby duly and lawfully bound by this Agreement.

28. Right of First Offer in Event of Additional Capacity at Bingham Lakes

If additional resources such as additional wind capacity or a battery energy storage system (“BESS”), are installed at Bingham Lakes during the term of this PPA, CMMPA shall first provide Participant with an opportunity to receive a share of the energy, capacity, and environmental attributes proportional to Participant’s Entitlement Share of this PPA, as recorded in Appendix A, before offering it to other parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2025.

**CENTRAL MINNESOTA MUNICIPAL POWER
AGENCY**

By

David Meyer, President

By

Tim Ibisch, Secretary

**THE (COUNCIL/COMMISSION) OF THE CITY OF
WINDOM, MINNESOTA**

By: _____

Title: _____

By: _____

Title: _____

APPENDIX A
GUARANTEED PRICE, PARTICIPANTS AND PARTICIPANT ENTITLEMENT
SHARES

TABLE 1. GUARANTEED PRICE

Contract Years 1-5	\$34.00/MWH
Contract Year 6	5% increase to \$35.70/MWH
Contract Years 7-20	1% annual increase, rounded to the nearest hundredth, as follows:
Year 7	\$36.06/MWH
Year 8	\$36.42/MWH
Year 9	\$36.78/MWH
Year 10	\$37.15/MWH
Year 11	\$37.52/MWH
Year 12	\$37.90/MWH
Year 13	\$38.28/MWH
Year 14	\$38.66/MWH
Year 15	\$39.05/MWH
Year 16	\$39.44/MWH
Year 17	\$39.83/MWH
Year 18	\$40.23/MWH
Year 19	\$40.63/MWH
Year 20	\$41.04/MWH

The Participants that have entered into Power Sales Agreements with CMMPA for the Transaction are:

1. Blue Earth	Participant Entitlement and Step-Up Share: 15.3% Nameplate Wind Equivalent = 2.3 MW
2. Fairfax	Participant Entitlement and Step-Up Share: 2.0% Nameplate Wind Equivalent = 0.3 MW
3. Glencoe	Participant Entitlement and Step-Up Share: 26.7% Nameplate Wind Equivalent = 4.0 MW
4. Granite Falls	Participant Entitlement and Step-Up Share: 8.7% Nameplate Wind Equivalent = 1.3 MW
5. Janesville	Participant Entitlement and Step-Up Share: 4.7% Nameplate Wind Equivalent = 0.7 MW
6. Kasson	Participant Entitlement and Step-Up Share: 10.7% Nameplate Wind Equivalent = 1.6 MW
7. Kenyon	Participant Entitlement and Step-Up Share: 3.3% Nameplate Wind Equivalent = 0.5 MW
8. Mountain Lake	Participant Entitlement and Step-Up Share: 6.7% Nameplate Wind Equivalent = 1.0 MW
9. Sleepy Eye	Participant Entitlement and Step-Up Share: 8.7% Nameplate Wind Equivalent = 1.3 MW
10. Springfield	Participant Entitlement and Step-Up Share: 6.7% Nameplate Wind Equivalent = 1.0 MW
11. Windom	Participant Entitlement and Step-Up Share: 6.7% Nameplate Wind Equivalent = 1.0 MW

Notes

Maximum volume (in MW) is shown above.

Because wind is an intermittent resource and all output comes from the same delivery point, the Step-Up Percentage is calculated as a percent of the total MW subscription.

CONSTRUCTION OF A GENERATION PLANT (REBID)

CITY OF WINDOM ELECTRIC DEPARTMENT

WINDOM, MINNESOTA

DGR Project No. 425305

FINAL DOCUMENTS

Enclosures:	No. of Pages
1. Certificate of Substantial Completion.....	1
2. Certificate of Contractor and Indemnity Agreement (FD/1)	3
3. IC-134 Documentation.....	3
4. Waiver and Release of Liens (FD/4)	20
5. Final Inventory	2
6. Final Contract Breakdown	1
7. Final Pay Request	5
8. Engineer's Statement of Final Completion and Owner's Acceptance of Contract Construction (FD/2).....	1
9. Contractor's Receipt for Final Payment (FD/3).....	1

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: <u>City of Windom Electric Department</u> Contractor: <u>Wilcon Construction Services, LLC</u> Engineer: <u>DGR Engineering</u> Project: <u>Construction of a Generation Plant</u>	Owner's Contract No.: <u>NA</u> Contractor's Project No.: <u>NA</u> Engineer's Project No.: <u>425305</u>
--	---

This [preliminary] [final] Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

October 31, 2024

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's Responsibilities: ☒ None
☐ As follows:

Amendments to Contractor's Responsibilities: ☒ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]* **None**

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER: By: _____ Engineer (Authorized Signature) Print: <u>Travis Zipf, P.E.</u> Title: <u>Project Engineer</u> Date: _____		RECEIVED: By: _____ Owner (Authorized Signature) Print: _____ Title: _____ Date: _____		RECEIVED: By: <u>John Hoffman</u> Contractor (Authorized Signature) Print: <u>John Hoffman</u> Title: <u>Vice President</u> Date: <u>9.18.25</u>
---	--	---	--	---

CERTIFICATE OF CONTRACTOR AND INDEMNITY AGREEMENT

John Hoffman

REPRESENTATIVE NAME

certifies that he/she is the *

Vice President

TITLE OR DESIGNATION

of Wilcon Construction Services, I the Contractor, in a contract No. NA dated October 6, 2023

entered into between the Contractor and City of Windom Electric Department the Owner, for the construction of Construction of a Generation Plant (Rebid); and that he/she is authorized to and does make this Certificate and Indemnity Agreement of behalf of the Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of the Contract.

Undersigned further certifies that:

1. The Project has been completed in accordance with provisions of the Construction Contract; provided however, that acceptance by the Owner shall not be deemed to relieve the Contractor of his/her obligations contained in the Construction Contract with respect to defective workmanship and materials. The Contractor shall provide a warranty of materials and workmanship as outlined and provided in the Contract Documents.
2. All persons who have finished labor in connection with the Project have been paid in full at hourly wage rates not less than those, if any, set forth in the Construction Contract; that all manufacturers, materialmen and subcontractors which furnished any materials or services, or both, for the Project have been paid in full; that no lien has been filed against the Project and no person has any right to claim any lien against the Project.
3. That the Contractor has delivered to the Owner duplicate releases of liens executed by all manufacturers, materialmen and subcontractors that furnished materials or services for the project as follows:

Name

Kind of Material and Services

ABC Supply Co

Preformed metal panels

Admiral Coatings Inc

Painting

Clutch Concrete Services

Concrete footings, floors, & exterior

DK Mechanical Contractors LLC

Plumbing & HVAC

Eddy's Glass & Door Inc

Aluminum entries & glazing

FM Acoustical Tile Inc

Fours Seasons All Service LLC

Goff Masonry LLC

Laraway Roofing Inc

MAAC

Master Electric

MCI Inc

Metro Manufacturing

MR Paving & Excavation

Pietsch Construction

Reimers Contracting

Wheeler Hardware

Acoustical ceilings

Overhead doors

Concrete block masonry

EPDM roofing

Selective demolition

Electrical

Resilient flooring/VCT

Structural steel

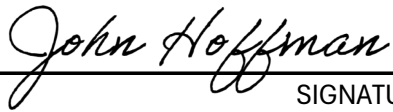
Excavation

Steel erection

Metal panel installation

HM doors, frames, & hardware

If the Owner pays the Contractor the total amount due under the Contract, which the Contractor agrees is **\$5,467,719.48**, including **\$1,924.55** for MN state sales and use taxes paid by the Contractor, the Contractor will indemnify and hold harmless and does hereby undertake and agree to indemnify and hold harmless the Owner, including the defense of any suit, from any claim, demand or lien arising out of the acts of the Contractor in the performance of the Contract for which the Contractor is liable and which may have been or may be filed against the Owner.



SIGNATURE

John Hoffman

PRINT

* President, Vice President, Partner or Owner, or, if undersigned is other than one of the foregoing. Power of Attorney signed by one of the foregoing in favor of the undersigned should be attached. Indicate applicable designation.

** In addition, Contractor shall submit a detailed statement of sales and use taxes paid in accordance with requirements of statute in state having jurisdiction.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-628-158-176
Submitted Date and Time:	14-May-2025 4:36:05 PM
Legal Name:	WILCON CONSTRUCTION SERVICES LLC
Federal Employer ID:	83-2820621
User Who Submitted:	wilconllc56001
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1025847296
Minnesota ID:	6041180
Project Owner:	CITY OF WINDOM ELECTRIC DEPARTMENT
Project Number:	425305
Project Begin Date:	06-Oct-2023
Project End Date:	31-Oct-2024
Project Location:	WINDOM MN
Project Amount:	\$5,467,719.47

Subcontractor Summary

Name	ID	Affidavit Number
ADMIRAL COATINGS INC	5024904	1221971968
TLMV INC	7875018	280875008
CLUTCH CONCRETE SERVICES LLC	9702745	2101465088
DK MECHANICAL CONTRACTORS LLC	8239400	744763392
EDDYS GLASS & DOOR INC	2633682	80138240
F M ACOUSTICAL TILE INC	5633656	1452658688
FOUR SEASONS ALL SERVICE LLC	3848404	875155456
GOFF MASONRY LLC	3042355	269930496
LARAWAY ROOFING INC	6137469	566349824
SPARTA CAPITAL INC	7283755	1951191040
MASTER ELECTRIC CO INC	6881118	1814573056
M C I INC	6943677	1923207168

METRO MFG INC	6179510	366071808
M R PAVING & EXCAVATING INC	1749531	95866880
NORTHWEST CORP	5350266	866897920
PIETSCH CONSTRUCTION INC	4621501	244830208
WHEELER HARDWARE CO	8271256	1166397440
WILCOIN INC	8203901	1859727360

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.

September 17, 2025

ID: XX-XXX0621
Letter ID: L1767720288

WILCON CONSTRUCTION SERVICES LLC
PO BOX 502
SAINT JAMES MN 56081-0502

Certificate of Compliance for Form IC134, *Contractor Affidavit*

The Minnesota Department of Revenue certifies that WILCON CONSTRUCTION SERVICES LLC fulfilled their Minnesota Withholding Tax requirements for the following project:

Project Location: DIESEL GENERATION PLANT
Project Owner: CITY OF WINDOM
Project Number: WDG023
Project Begin Date: October, 2023
Project End Date: October, 2024

What do I do with this certificate?

If you are a contractor, provide this certificate to the governmental unit or prime contractor who hired you for the project.

If you are the project owner, verify that the project location, owner, begin date, and end date are correct. If not, have the contractor resubmit Form IC134 to us with the correct information.

What if I have questions?

For details on Contractor Affidavit requirements, go to www.revenue.state.mn.us and type **Withholding Fact Sheet 13** into the Search box. You may also contact us.

Income Tax and Withholding Division
Phone: 651-282-9999 or 1-800-657-3594 (toll-free)
Email: withholding.tax@state.mn.us



Daniel Getschel, Director
Income Tax and Withholding Division

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, ABC Supply Co
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

has furnished to **Wilcon Construction Services, LLC** the following:

Preformed Metal Wall Panels Material for use in the construction of a
KIND OF MATERIAL AND SERVICES FURNISHED

project belonging to **City of Windom Electric Department**, and designated as **Construction of a
Generation Plant.**

NOW, THEREFORE, the undersigned, ABC Supply Co. inc.
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

for and in consideration of \$ 93,143.18, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said **Wilcon Construction Services, LLC** for said project.

Given under my (our) hand(s) and seal(s) this 22 day of September, 2025

ABC Supply Co. inc.
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

Sign: 
PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR, IF SIGNED BY
OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF
ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE
SIGNER (USE DESIGNATION APPLICABLE)

Print: Sara VanderPal, Lien Services Specialist

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Admiral Coatings, Inc
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

has furnished to Wilcon Construction Services, LLC the following:

Painting for use in the construction of a
KIND OF MATERIAL AND SERVICES FURNISHED

project belonging to City of Windom Electric Department, and designated as Construction of a
Generation Plant.

NOW, THEREFORE, the undersigned, Admiral Coatings, Inc
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

for and in consideration of \$ 145,665.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Wilcon Construction Services, LLC for said project.

Given under my (our) hand(s) and seal(s) this 16 day of December, 20 24

Admiral Coatings, Inc
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

Sign: April Cranston, CFO
PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR, IF SIGNED BY
OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF
ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE
SIGNER (USE DESIGNATION APPLICABLE)

Print: April Cranston

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Clutch Concrete Services
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

has furnished to Wilcon Construction Services, LLC the following:

Concrete Construction for use in the construction of a
KIND OF MATERIAL AND SERVICES FURNISHED

project belonging to City of Windom Electric Department, and designated as Construction of a
Generation Plant.

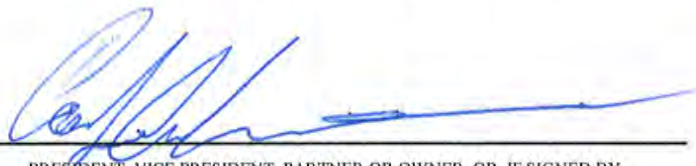
NOW, THEREFORE, the undersigned, Clutch Concrete Services
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

for and in consideration of \$ 79,892.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premisis, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Wilcon Construction Services, LLC for said project.

Given under my (our) hand(s) and seal(s) this September 13th day of 20 25

Clutch Concrete Services
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

Sign:



PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR, IF SIGNED BY
OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF
ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE
SIGNER (USE DESIGNATION APPLICABLE)

Print:

Cody Adams

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, DK MECHANICAL CONTRACTORS LLC
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

has furnished to Wilcon Construction Services, LLC the following:

Plumbing & HVAC for use in the construction of a
KIND OF MATERIAL AND SERVICES FURNISHED

project belonging to City of Windom Electric Department, and designated as Construction of a
Generation Plant.

NOW, THEREFORE, the undersigned, DK Mechanical Contractors LLC
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

for and in consideration of \$ 1,209,296.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Wilcon Construction Services, LLC for said project.

Given under my (our) hand(s) and seal(s) this 19 day of September 2025

DK MECHANICAL CONTRACTORS LLC

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

Sign: 

PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR, IF SIGNED BY
OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF
ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE
SIGNER (USE DESIGNATION APPLICABLE)

Print: Kyle Nikula

Job: WDG023 Windom Diesel Generation Plant

Voucher	Invoice	PO/Sub	Cost Code	Invoice Date	Amount	Check	Date	Paid	Retention	Discount	Payment Method	Payment Account
Vendor: DKMEC01 - DK MECHANICAL CONTRACTORS LLC												
16946	1047	WDG-SUB-12	WDG023.22.1000	10/26/2023	19,338.00	6503	R11/15/2023	18,371.10	966.90	0.00	Chk	CHECKING UP
						7520	R3/1/2025	966.90	-966.90	0.00	Chk	CHECKING UP
17252	1053	WDG-SUB-12	WDG023.22.1000	11/30/2023	6,130.00	6578	R12/6/2023	5,823.50	306.50	0.00	Chk	CHECKING UP
						7520	R3/1/2025	306.50	-306.50	0.00	Chk	CHECKING UP
17745	1063	WDG-SUB-12	WDG023.22.1000	1/19/2024	19,542.00	6774	R2/21/2024	18,564.90	977.10	0.00	Chk	CHECKING UP
						7520	R3/1/2025	977.10	-977.10	0.00	Chk	CHECKING UP
18035	1069	WDG-SUB-12	WDG023.22.1000	2/28/2024	210,385.00	6856	R4/3/2024	199,865.75	10,519.25	0.00	Chk	CHECKING UP
						7520	R3/1/2025	10,519.25	-10,519.25	0.00	Chk	CHECKING UP
18229	1073	WDG-SUB-12	WDG023.22.1000	3/29/2024	146,950.00	6927	R5/1/2024	139,602.50	7,347.50	0.00	Chk	CHECKING UP
						7520	R3/1/2025	7,347.50	-7,347.50	0.00	Chk	CHECKING UP
18429	1078	WDG-SUB-12	WDG023.22.1000	4/25/2024	354,475.00	6996	R6/3/2024	336,751.25	17,723.75	0.00	Chk	CHECKING UP
						7520	R3/1/2025	17,723.75	-17,723.75	0.00	Chk	CHECKING UP
18608	1086	WDG-SUB-12	WDG023.22.1000	5/24/2024	92,410.00	7048	R7/1/2024	87,789.50	4,620.50	0.00	Chk	CHECKING UP
						7520	R3/1/2025	4,620.50	-4,620.50	0.00	Chk	CHECKING UP
18754	1091	WDG-SUB-12	WDG023.22.1000	6/21/2024	111,000.00	7094	R8/6/2024	105,450.00	5,550.00	0.00	Chk	CHECKING UP
						7520	R3/1/2025	5,550.00	-5,550.00	0.00	Chk	CHECKING UP
18916	1095	WDG-SUB-12	WDG023.22.1000	7/25/2024	147,967.00	7153	R9/3/2024	140,568.65	7,398.35	0.00	Chk	CHECKING UP
						7520	R3/1/2025	7,398.35	-7,398.35	0.00	Chk	CHECKING UP
			WDG023.22.1000	7/25/2024	1,190.00	7153	R9/3/2024	1,130.50	59.50	0.00	Chk	CHECKING UP
						7520	R3/1/2025	59.50	-59.50	0.00	Chk	CHECKING UP
19077	1102	WDG-SUB-12	WDG023.22.1000	8/23/2024	64,270.00	7218	R10/1/2024	61,056.50	3,213.50	0.00	Chk	CHECKING UP
						7520	R3/1/2025	3,213.50	-3,213.50	0.00	Chk	CHECKING UP
			WDG023.22.1000	8/23/2024	1,203.00	7218	R10/1/2024	1,142.85	60.15	0.00	Chk	CHECKING UP
						7520	R3/1/2025	60.15	-60.15	0.00	Chk	CHECKING UP
19305	1105	WDG-SUB-12	WDG023.22.1000	9/25/2024	21,228.00	7315	R11/18/2024	20,166.60	1,061.40	0.00	Chk	CHECKING UP
						7520	R3/1/2025	1,061.40	-1,061.40	0.00	Chk	CHECKING UP
20445	1149	WDG-SUB-12	WDG023.22.1000	2/28/2025	7,950.00	7568	R3/25/2025	7,552.50	397.50	0.00	Chk	CHECKING UP
						7727	R6/10/2025	397.50	-397.50	0.00	Chk	CHECKING UP
21650	1195	WDG-SUB-12	WDG023.22.1000	8/12/2025	5,258.00	7844	8/20/2025	5,258.00	0.00	0.00	Chk	CHECKING UP
					1,209,296.00			1,209,296.00	0.00	0.00		
					1,209,296.00			1,209,296.00	0.00	0.00		
					1,209,296.00			1,209,296.00	0.00	0.00		

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned,

Eddy's Glass & Door Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

has furnished to Wilcon Construction Services, LLC the following:

Aluminum storefronts

for use in the construction of a

KIND OF MATERIAL AND SERVICES FURNISHED

project belonging to City of Windom Electric Department, and designated as Construction of a Generation Plant.

NOW, THEREFORE, the undersigned,

Eddy's Glass & Door Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

for and in consideration of \$ 8,750.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Wilcon Construction Services, LLC for said project.

Given under my (our) hand(s) and seal(s) this 19 day of December 20 24

Eddy's Glass & Door Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

Sign: 

PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR, IF SIGNED BY

OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF

ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE

SIGNER (USE DESIGNATION APPLICABLE)

Print: Chad Rochteay

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned,

FM Acoustical Tile Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

has furnished to **Wilcon Construction Services, LLC** the following:

Acoustical ceiling

for use in the construction of a

KIND OF MATERIAL AND SERVICES FURNISHED

project belonging to **City of Windom Electric Department**, and designated as **Construction of a Generation Plant.**

NOW, THEREFORE, the undersigned,

FM Acoustical Tile Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

for and in consideration of \$ **6,855.00**, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said **Wilcon Construction Services, LLC** for said project.

Given under my (our) hand(s) and seal(s) this 19 day of December, 2024

FM Acoustical Tile Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

Sign:



PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR, IF SIGNED BY

OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF

ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE

SIGNER (USE DESIGNATION APPLICABLE)

Print:



WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Four Seasons All Service LLC
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

has furnished to Wilcon Construction Services, LLC the following:

Overhead doors for use in the construction of a
KIND OF MATERIAL AND SERVICES FURNISHED

project belonging to City of Windom Electric Department, and designated as Construction of a
Generation Plant.

NOW, THEREFORE, the undersigned, Four Seasons All Service LLC
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

for and in consideration of \$ 5,603.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Wilcon Construction Services, LLC for said project.

Given under my (our) hand(s) and seal(s) this 20th day of December, 2024

Four Seasons All Service LLC
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

Sign:  Owner
PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR, IF SIGNED BY
OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF
ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE
SIGNER (USE DESIGNATION APPLICABLE)

Print: Kip Ness

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned,

Goff Masonry LLC

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

has furnished to **Wilcon Construction Services, LLC** the following:

Masonry

for use in the construction of a

KIND OF MATERIAL AND SERVICES FURNISHED

project belonging to **City of Windom Electric Department**, and designated as **Construction of a Generation Plant.**

NOW, THEREFORE, the undersigned,

Goff Masonry LLC

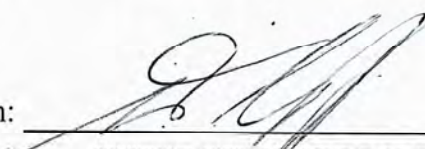
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

for and in consideration of \$ 65,582.88, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said **Wilcon Construction Services, LLC** for said project.

Given under my (our) hand(s) and seal(s) this 12/23 day of 2024

Goff Masonry LLC

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

Sign: 

PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR, IF SIGNED BY

OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF

ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE

SIGNER (USE DESIGNATION APPLICABLE)

Print: Anthony Goff

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned,

Laraway Roofing Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

has furnished to Wilcon Construction Services, LLC the following:

Roofing

for use in the construction of a

KIND OF MATERIAL AND SERVICES FURNISHED

project belonging to City of Windom Electric Department, and designated as Construction of a Generation Plant.

NOW, THEREFORE, the undersigned,

Laraway Roofing Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

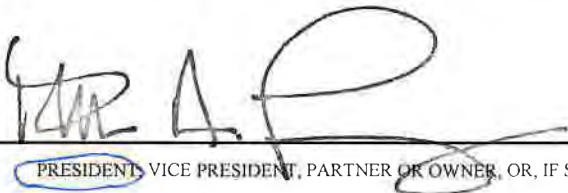
for and in consideration of \$ 123,250.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premisis, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Wilcon Construction Services, LLC for said project.

Given under my (our) hand(s) and seal(s) this 16th day of December, 2024

Laraway Roofing Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

Sign:



PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR, IF SIGNED BY

OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF

ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE

SIGNER (USE DESIGNATION APPLICABLE)

Print:

Dean Laraway

Paid Invoice Report
WILCON CONSTRUCTION SERVICES LLC
12/11/2024

Page 1

12/11/24 11:31
L11 24.1.40.240819

Job: WDG023 Windom Diesel Generation Plant

<u>Voucher</u>	<u>Invoice</u>	<u>PO/Sub</u>	<u>Cost Code</u>	<u>Invoice Date</u>	<u>Amount</u>	<u>Check</u>	<u>Date</u>	<u>Paid</u>	<u>Retention</u>	<u>Discount</u>	<u>Payment Method</u>	<u>Payment Account</u>
Vendor: LARAW01 - LARAWAY ROOFING INC												
17782	24-01-WDG	WDG-SUB-06	WDG023.07.5000	1/25/2024	20,927.39	6776	R2/21/2024	19,881.02	1,046.37	0.00	Chk	CHECKING UP
						7367	12/10/2024	1,046.37	-1,046.37	0.00	Chk	CHECKING UP
18216	24-03-WDG	WDG-SUB-06	WDG023.07.5000	3/25/2024	19,780.00	6929	R5/1/2024	18,791.00	989.00	0.00	Chk	CHECKING UP
						7367	12/10/2024	989.00	-989.00	0.00	Chk	CHECKING UP
18419	24-04-WDG	WDG-SUB-06	WDG023.07.5000	4/24/2024	49,817.61	7004	R6/6/2024	47,326.73	2,490.88	0.00	Chk	CHECKING UP
						7367	12/10/2024	2,490.88	-2,490.88	0.00	Chk	CHECKING UP
18915	24-07-WDG	WDG-SUB-06	WDG023.07.5000	7/31/2024	24,225.00	7157	R9/3/2024	23,013.75	1,211.25	0.00	Chk	CHECKING UP
						7367	12/10/2024	1,211.25	-1,211.25	0.00	Chk	CHECKING UP
			WDG023.07.5000	7/31/2024	7,500.00	7157	R9/3/2024	7,125.00	375.00	0.00	Chk	CHECKING UP
						7367	12/10/2024	375.00	-375.00	0.00	Chk	CHECKING UP
19079	24-08-WDG	WDG-SUB-06	WDG023.07.5000	8/23/2024	1,000.00	7157	R9/3/2024	950.00	50.00	0.00	Chk	CHECKING UP
						7367	12/10/2024	50.00	-50.00	0.00	Chk	CHECKING UP
					<u>123,250.00</u>			<u>123,250.00</u>	<u>0.00</u>	<u>0.00</u>		
					<u>123,250.00</u>			<u>123,250.00</u>	<u>0.00</u>	<u>0.00</u>		
					<u>123,250.00</u>			<u>123,250.00</u>	<u>0.00</u>	<u>0.00</u>		

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Sparta Capital Inc dba MAAC
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

has furnished to Wilcon Construction Services, LLC the following:

Selective demolition for use in the construction of a
KIND OF MATERIAL AND SERVICES FURNISHED

project belonging to City of Windom, and designated as, Construction of a Generation Plant.

NOW, THEREFORE, the undersigned, Sparta Capital Inc dba MAAC
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

for and in consideration of \$44,129.02, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release an and all lines, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of laobr or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Wilcon Construction services, LLC for said project.

Given under my (our) hand(s) and seal(s) this 28th day of May 2024.

Sparta Capital Inc dba MAAC

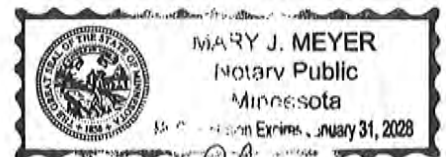
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

Sign:


PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR, IF SIGNED BY
OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF
ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE
SIGNER (USE DESIGNATION APPLICABLE)

Print:

Brady Dahl





WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned,

Master Electric Co Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

has furnished to Wilcon Construction Services, LLC the following:

Electrical

for use in the construction of a

KIND OF MATERIAL AND SERVICES FURNISHED

project belonging to City of Windom Electric Department, and designated as Construction of a
Generation Plant.

NOW, THEREFORE, the undersigned,

Master Electric Co Inc

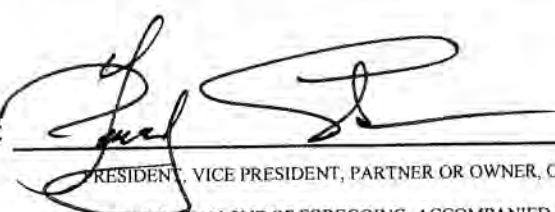
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

for and in consideration of \$ 846,753.50, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Wilcon Construction Services, LLC for said project.

Given under my (our) hand(s) and seal(s) this 17th day of February, 20 25

Master Electric Co Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

Sign: 

RESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR, IF SIGNED BY

OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF

ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE

SIGNER (USE DESIGNATION APPLICABLE)

Print: Larry Stier

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, MCI Inc dba MCI Floor to Ceiling
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

has furnished to Wilcon Construction Services, LLC the following:

Flooring for use in the construction of a
KIND OF MATERIAL AND SERVICES FURNISHED

project belonging to City of Windom Electric Department, and designated as Construction of a
Generation Plant.

NOW, THEREFORE, the undersigned, MCI Inc dba MCI Floor to Ceiling
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

for and in consideration of \$ 21,374.99, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premisis, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Wilcon Construction Services, LLC for said project.

Given under my (our) hand(s) and seal(s) this 29th day of August, 20 2025

MCI Inc dba MCI Floor to Ceiling
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

Sign: _____

PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR, IF SIGNED BY
OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF
ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE
SIGNER (USE DESIGNATION APPLICABLE)

Print: _____

Over

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned,

Metro Manufacturing Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

has furnished to **Wilcon Construction Services, LLC** the following:

Steel erection

for use in the construction of a

KIND OF MATERIAL AND SERVICES FURNISHED

project belonging to **City of Windom Electric Department**, and designated as **Construction of a Generation Plant.**

NOW, THEREFORE, the undersigned,

Metro Manufacturing Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

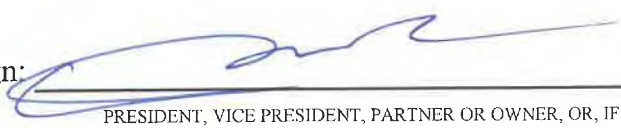
for and in consideration of \$ 720,551.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said **Wilcon Construction Services, LLC** for said project.

Given under my (our) hand(s) and seal(s) this 16 day of Dec, 2024

Metro Manufacturing Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

Sign:


PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR, IF SIGNED BY

OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF

ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE

SIGNER (USE DESIGNATION APPLICABLE)

Print:



WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, MR Paving & Excavating Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

has furnished to Wilcon Construction Services, LLC the following:

Excavation, site utilities, & blacktopping for use in the construction of a

KIND OF MATERIAL AND SERVICES FURNISHED

project belonging to City of Windom Electric Department, and designated as Construction of a

Generation Plant.

NOW, THEREFORE, the undersigned, MR Paving & Excavating Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

for and in consideration of \$ 284,430.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Wilcon Construction Services, LLC for said project.

Given under my (our) hand(s) and seal(s) this 16th day of December, 20 24

MR Paving & Excavating Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

Sign: Matthew J Mathiowetz

PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR, IF SIGNED BY

OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF

ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE

SIGNER (USE DESIGNATION APPLICABLE)

Print: Matthew J Mathiowetz

Job: WDG023 Windom Diesel Generation Plant

Voucher	Invoice	PO/Sub	Cost Code	Invoice Date	Amount	Check	Date	Paid	Retention	Discount	Payment Method	Payment Account
Vendor: MRPAV01 - M.R. PAVING & EXCAVATING INC												
17235	54764	WDG-SUB-02	WDG023.31.1000	11/24/2023	166,938.00	6668	11/5/2024	158,591.10	8,346.90	0.00	Chk	CHECKING UP
						7371	12/10/2024	8,346.90	-8,346.90	0.00	Chk	CHECKING UP
17948	55030	WDG-SUB-02	WDG023.31.1000	12/31/2023	63,700.00	6770	12/16/2024	60,515.00	3,185.00	0.00	Chk	CHECKING UP
						7371	12/10/2024	3,185.00	-3,185.00	0.00	Chk	CHECKING UP
19244	57643	WDG-SUB-02	WDG023.31.1000	9/19/2024	45,242.00	7223	11/01/2024	42,979.90	2,262.10	0.00	Chk	CHECKING UP
						7371	12/10/2024	2,262.10	-2,262.10	0.00	Chk	CHECKING UP
19245	57644	WDG-SUB-02	WDG023.02.5100	9/19/2024	8,550.00	7223	11/01/2024	8,122.50	427.50	0.00	Chk	CHECKING UP
						7371	12/10/2024	427.50	-427.50	0.00	Chk	CHECKING UP
					284,430.00			284,430.00	0.00	0.00		
					284,430.00			284,430.00	0.00	0.00		
					284,430.00			284,430.00	0.00	0.00		

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned,

Pietsch Construction Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

has furnished to Wilcon Construction Services, LLC the following:

Light guage metal framing & drywall

for use in the construction of a

KIND OF MATERIAL AND SERVICES FURNISHED

project belonging to City of Windom Electric Department, and designated as Construction of a Generation Plant.

NOW, THEREFORE, the undersigned,

Pietsch Construction Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

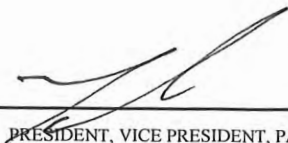
for and in consideration of \$ 220,268.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premisis, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Wilcon Construction Services, LLC for said project.

Given under my (our) hand(s) and seal(s) this 17th day of December, 20 24

Pietsch Construction Inc

NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

Sign:



PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR, IF SIGNED BY

OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF

ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE

SIGNER (USE DESIGNATION APPLICABLE)

Print:

Nick Pietsch

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Reimers Contracting LLC
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

has furnished to Wilcon Construction Services, LLC the following:

Preformed Metal Wall Panels for use in the construction of a
KIND OF MATERIAL AND SERVICES FURNISHED

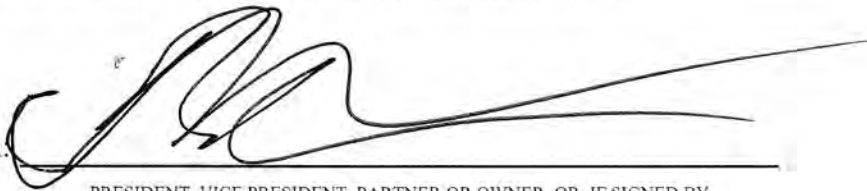
project belonging to City of Windom Electric Department, and designated as Construction of a
Generation Plant.

NOW, THEREFORE, the undersigned, Reimers Contracting LLC
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

for and in consideration of \$ 65,000.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Wilcon Construction Services, LLC for said project.

Given under my (our) hand(s) and seal(s) this 26th day of 25

Reimers Contracting LLC
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

Sign: 

PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR, IF SIGNED BY
OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF
ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE
SIGNER (USE DESIGNATION APPLICABLE)

Print: Bryan Reimers



WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Wheeler Hardware
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

has furnished to Wilcon Construction Services, LLC the following:

Doors, frames, & hardware for use in the construction of a
KIND OF MATERIAL AND SERVICES FURNISHED

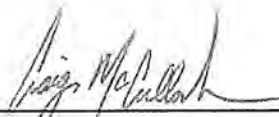
project belonging to City of Windom Electric Department, and designated as Construction of a
Generation Plant.

NOW, THEREFORE, the undersigned, Wheeler Hardware
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

for and in consideration of \$ 44,244.35, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Wilcon Construction Services, LLC for said project.

Given under my (our) hand(s) and seal(s) this 23 day of December, 2024

Wheeler Hardware
NAME OF MANUFACTURER, MATERIALMAN OR SUBCONTRACTOR

Sign: 
PRESIDENT, VICE PRESIDENT, PARTNER OR OWNER, OR, IF SIGNED BY
OTHER THAN ONE OF FOREGOING, ACCOMPANIED BY POWER OF
ATTORNEY SIGNED BY ONE OF THE FOREGOING IN FAVOR OF THE
SIGNER (USE DESIGNATION APPLICABLE)

Print: Craig McCulloch

FINAL INVENTORY

CONSTRUCTION OF A GENERATION PLANT (REBID)

CITY OF WINDOM ELECTRIC DEPARTMENT

DGR Project Number: 425305

Bid Date: September 6, 2023

Inventory Date: 7/9/2025



UNIT NO.	NAME AND DESCRIPTION OF CONSTRUCTION UNIT	UNIT PRICE			QUANTITIES		EXTENDED PRICE		INCREASE/ DECREASE (FINAL- ORIGINAL)
		LABOR	MATERIALS	LABOR & MATERIALS	ORIGINAL QUANTITY	FINAL QUANTITY	ORIGINAL + CO's EXT. PRICE- LABOR-MAT.	FINAL EXT. PRICE-LABOR- MAT.	
D1	Removal of the existing vehicle storage building above grade (as req'd)	\$ 25,912.00	\$ 12,088.00	\$ 38,000.00	1	1	\$ 38,000.00	\$ 38,000.00	
D2	Removal of existing concrete, including vehicle storage slab and fdtns (cu. yd.) (refer to drawing S1)	65.87	65.87	131.74	320	320	42,156.80	42,156.80	
C1	Embankment Borrow (cu. yd.)	28.83	28.83	57.66	2200	2200	126,852.00	126,852.00	
C2	Building Subsoils Core-out & Disposal (cu. yd.)	22.65	22.65	45.30	1880	1880	85,164.00	85,164.00	
C3	12" Subgrade Preparation (sq. yd.)	2.94	2.94	5.88	620	620	3,645.60	3,645.60	
C4	Class 5 Base (tons)	17.65	17.65	35.30	100	100	3,530.00	3,530.00	
C5	7" PCC Surfacing (sq. yd.)	36.22	49.28	85.50	620	620	53,010.00	53,010.00	
C6	6" PCC Sidewalk (sq. yd.)	36.22	49.28	85.50	30	30	2,565.00	2,565.00	
C7	Landscaping Rock (tons)	103.00	103.00	206.00	15	15	3,090.00	3,090.00	
C8	Crushed Substation Rock (tons)	75.30	75.30	150.60	15	15	2,259.00	2,259.00	
C9	Pavement Removal (sq. yd.)	4.70	4.70	9.40	790.00	790.00	7426.00	7426.00	
C10	Sanitary Sewer Service (ln. ft.)	76.47	76.47	152.94	50.00	50.00	7647.00	7647.00	
C11	Roof Drainline (ln. ft.)	55.88	55.88	111.76	160.00	160.00	17881.60	17881.60	
C12	4" Perforated Subdrain (ln. ft.)	17.65	17.65	35.30	100.00	100.00	3530.00	3530.00	
C13	Sanitary Sewer Cleanout (ea.)	835.29	835.29	1670.58	1.00	1.00	1670.58	1670.58	
C14	Storm Sewer Cleanout (ea.)	1175.88	1175.88	2351.76	3.00	3.00	7055.28	7055.28	
C15	Connect to Existing Sanitary Sewer (ea.)	2344.70	2344.70	4689.40	1.00	1.00	4689.40	4689.40	
C16	Connect to Existing Storm Sewer (ea.)	1877.00	1877.00	3754.00	1.00	1.00	3754.00	3754.00	
C17	Pipe Bollard (ea.)	506.25	1125.00	1631.25	14.00	14.00	22837.50	22837.50	
C18	PCC Stairs with Railings (ea.)	5760.00	5850.00	11610.00	1.00	1.00	11610.00	11610.00	
C19	Silt fence/wattles/rock socks (ln. ft.)	7.06	7.06	14.12	50.00	50.00	706.00	706.00	
C20	SWPPP management (ea.)	5441.76	5441.76	10883.52	1.00	1.00	10883.52	10883.52	
C21	Seeding, Fertilizing and Mulching (as req.)	4275.00	2018.75	6293.75	1.00	1.00	6293.75	6293.75	
C22	Clearing and Grubbing (as req.)	735.30	735.30	1470.60	1.00	1.00	1470.60	1470.60	
A1	Building envelope components (as req'd)	141072.00	261990.00	403062.00	1.00	1.00	403062.00	403062.00	
A2	Interior components (as req'd)	375172.00	202015.00	577187.00	1.00	1.00	577187.00	577187.00	
A3	Temporary Enclosure (as req'd)	14117.00	9822.00	23939.00	1.00	1.00	23939.00	23939.00	
S1	Foundation, bldg footings, fdtm walls, trenches, slab, and engine fdtms (as req'd.)	26065.00	26065.00	52130.00	1.00	1.00	52130.00	52130.00	
S2	Foundation, Transformer Manhole (as req'd)	26065.00	26065.00	52130.00	1.00	1.00	52130.00	52130.00	
S3	Foundation, Exhaust Stacks (as req'd)	13032.00	13032.00	26064.00	2.00	2.00	52128.00	52128.00	
S4	Trench covers and associated steel supports (as req'd)	13032.00	13032.00	26064.00	2.00	2.00	52128.00	52128.00	
S5	Concrete masonry walls and masonry wall modification (as req'd)	34100.00	34100.00	68200.00	1.00	1.00	68200.00	68200.00	
S6	Installation of the floor opening, hoist, and hoist support structure (as req'd)	8823.00	12352.00	21175.00	1.00	1.00	21175.00	21175.00	
S7	Structural Steel and metal deck (as req'd)	241334.00	606373.00	847707.00	1.00	1.00	847707.00	847707.00	
M1	Plumbing System (as req'd)	111705.00	208811.00	320516.00	1.00	1.00	320516.00	320516.00	
M2	HVAC System, Office Area (as req'd)	87799.00	154176.00	241975.00	1.00	1.00	241975.00	241975.00	
M3	Building Ventilation System, Generation Plant (as req'd)	40000.00	467694.00	507694.00	1.00	1.00	507694.00	507694.00	
M4	Compressed Air System (as req'd)	15588.00	38235.00	53823.00	1.00	1.00	53823.00	53823.00	
M5	Engine Cooling System (as req'd)	36170.00	61323.00	97493.00	2.00	2.00	194986.00	194986.00	
M6	Engine Exhaust System (as req'd)	23294.00	32776.00	56070.00	2.00	2.00	112140.00	112140.00	
M7	Fuel System (as req'd)	32352.00	21470.00	53822.00	1.00	1.00	53822.00	53822.00	
M8	Urea System (as req'd)	19505.00	26176.00	45681.00	1.00	1.00	45681.00	45681.00	
E1	Control Panel Modifications (as req'd)	3529.00	8824.00	12353.00	1.00	1.00	12353.00	12353.00	
E2	Station service transformer installation (each)	22059.00	20588.00	42647.00	1.00	1.00	42647.00	42647.00	
E3	Switchgear room electrical equipment (as req'd)	7294.00	22941.00	30235.00	1.00	1.00	30235.00	30235.00	
E4	Generator room and roof electrical equipment (as req'd)	17647.00	32352.00	49999.00	1.00	1.00	49999.00	49999.00	
E5	Existing generation plant modifications (as req'd)	5882.00	5647.00	11529.00	1.00	1.00	11529.00	11529.00	
E6	Office building modifications (as req'd)	23529.00	11176.00	34705.00	1.00	1.00	34705.00	34705.00	

FINAL INVENTORY

CONSTRUCTION OF A GENERATION PLANT (REBID)

CITY OF WINDOM ELECTRIC DEPARTMENT

DGR Project Number: 425305

Bid Date: September 6, 2023

Inventory Date: 7/9/2025



UNIT NO.	NAME AND DESCRIPTION OF CONSTRUCTION UNIT	UNIT PRICE			QUANTITIES		EXTENDED PRICE		INCREASE/ DECREASE (FINAL- ORIGINAL)
		LABOR	MATERIALS	LABOR & MATERIALS	ORIGINAL QUANTITY	FINAL QUANTITY	ORIGINAL + CO's EXT. PRICE- LABOR-MAT.	FINAL EXT. PRICE-LABOR- MAT.	
E7	Substation fence modifications (as req'd)	5294.00	8235.00	13529.00	1.00	1.00	13529.00	13529.00	
E8	Generation plant lighting and power (as req'd)	66176.00	34000.00	100176.00	1.00	1.00	100176.00	100176.00	
E9	Cable tray additions (as req'd)	52941.00	26471.00	79412.00	1.00	1.00	79412.00	79412.00	
E10	Grounding additions (as req'd)	20588.00	10118.00	30706.00	1.00	1.00	30706.00	30706.00	
E11	Neutral grounding reactors (each)	7353.00	16706.00	24059.00	2.00	2.00	48118.00	48118.00	
E12	Generator power cable 15 kV (3) 1/0 AWG Cu. (ft.)	12.35	42.35	54.70	380.00	380.00	20786.00	20786.00	
E13	Generator neutral cable 15 kV (1) 1/0 AWG Cu. (ft.)	10.00	22.65	32.65	50.00	50.00	1632.50	1632.50	
E14	Generator neutral cable 600 V (1) 1/0 AWG Cu. (ft.)	5.60	22.65	28.25	360.00	360.00	10170.00	10170.00	
E15	Primary station service cable, 15 kV, (3) 1/0 Str. Al. (ft.)	16.18	47.35	63.53	210.00	210.00	13341.30	13341.30	
E16	Secondary station service cable, 600 V, (4) #350 Str. Cu. (ft.)	17.65	48.82	66.47	150.00	150.00	9970.50	9970.50	
E17	Secondary station service cable, 600 V, (4) #4/0 Str. Cu. (ft.)	16.47	46.77	63.24	75.00	75.00	4743.00	4743.00	
E18	(4) Conductor #4/0, 4/C-4/0 (ft.)	16.47	46.77	63.24	60.00	60.00	3794.40	3794.40	
E19	(4) Conductor #2/0, 4/C-2/0 (ft.)	14.12	43.00	57.12	60.00	60.00	3427.20	3427.20	
E20	(4) Conductor #1/0, 4/C-1/0 (ft.)	12.94	41.00	53.94	60.00	60.00	3236.40	3236.40	
E21	(4) Conductor #2, 4/C-2 VFD (ft.)	7.06	14.71	21.77	700.00	700.00	15239.00	15239.00	
E22	(4) Conductor #4, 4/C-4 (ft.)	5.88	17.35	23.23	260.00	260.00	6039.80	6039.80	
E23	(4) Conductor #4, 4/C-4 VFD (ft.)	5.88	17.35	23.23	380.00	380.00	8827.40	8827.40	
E24	(4) Conductor #6, 4/C-6 (ft.)	5.88	16.30	22.18	120.00	120.00	2661.60	2661.60	
E25	(4) Conductor #6, 4/C-6 VFD (ft.)	5.88	16.30	22.18	640.00	640.00	14195.20	14195.20	
E26	(2) Conductor #8, 2/C-8 (ft.)	3.53	15.00	18.53	170.00	170.00	3150.10	3150.10	
E27	(4) Conductor #8, 4/C-8 (ft.)	4.71	15.00	19.71	215.00	215.00	4237.65	4237.65	
E28	(2) Conductor #12, 2/C-12 (ft.)	3.53	12.00	15.53	680.00	680.00	10560.40	10560.40	
E29	(3) Conductor #12, 3/C-12 (ft.)	3.53	14.71	18.24	5685.00	5685.00	103694.40	103694.40	
E30	(4) Conductor #12, 4/C-12 (ft.)	4.71	16.71	21.42	450.00	450.00	9639.00	9639.00	
E31	(2) Conductor #14, 2/C-14 (ft.)	2.36	12.06	14.42	3810.00	3810.00	54940.20	54940.20	
E32	(12) Conductor #14, 12/C-14 (ft.)	8.24	12.06	20.30	1420.00	1420.00	28826.00	28826.00	
E33	(2) Conductor #16 Shielded, 2/C-16S (ft.)	2.36	9.65	12.01	780.00	780.00	9367.80	9367.80	
E34	(3) Conductor #16 Shielded, 3/C-16S (ft.)	2.95	3.35	6.30	640.00	640.00	4032.00	4032.00	
E35	Cat 6 cables (as req'd)	206.00	2530.00	2736.00	1.00	1.00	2736.00	2736.00	
G1	General conditions (as req'd)	438812.00		438812.00	1.00	1.00	438812.00	438812.00	
G2	Mobilization (as req'd)	74143.00		74143.00	1.00	1.00	74143.00	74143.00	
G3	General construction allowance (as req'd.)	100000.00		100000.00	1.00	0.04	100000.00	3957.00	(96,043.00)

TOTAL: \$ 5,563,762.48 \$ 5,467,719.48 (\$96,043.00)

CONSTRUCTION OF A GENERATION PLANT (REBID)

CITY OF WINDOM ELECTRIC DEPARTMENT

WINDOM, MINNESOTA

FINAL CONTRACT BREAKDOWN

ORIGINAL CONTRACT PRICE	\$	5,563,762.48
Unit Quantity Additions / Deletions	\$	(96,043.00)
TOTAL PROJECT CONSTRUCTION COST	\$	5,467,719.48
Less Previous Payments	\$	5,367,719.48
FINAL AMOUNT DUE TO CONTRACTOR	\$	100,000.00

SUMMARY

VALUE OF WORK COMPLETED TO DATE	\$5,467,719.48	ORIGINAL CONTRACT PRICE.....	<u>\$5,563,762.48</u>
LESS RETAINAGE...(\$100,000).....	<u> </u>	EXPECTED FINAL CONTRACT COST (w/C.O.s, Additions & Deletions).....	\$5,467,719.48
TOTAL AMOUNT DUE INCLUDING THIS PAYMENT.....	\$5,467,719.48	LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT.....	<u>\$5,467,719.48</u>
LESS ESTIMATES PREVIOUSLY APPROVED.....		EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT.....	<u> </u>
Pay Estimate No. 1.....	\$218,220.30	% OF EXPECTED FINAL CONTRACT PRICE PAID, INCL. THIS PAYMENT.....	100%
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.....	\$818,756.17		
Pay Estimate No. 6.....	\$640,015.00		
Pay Estimate No. 7.....	\$735,836.75		
Pay Estimate No. 8.....	\$450,844.35		
Pay Estimate No. 9.....	\$510,921.45		
Pay Estimate No. 10.....	\$704,094.31		
Pay Estimate No. 11.....	\$310,356.89		
Pay Estimate No. 12.....	\$194,122.24		
Pay Estimate No. 13.....	\$28,500.00		
Pay Estimate No. 14.....	\$172,690.22		
Pay Estimate No. 15.....	<u>\$13,915.00</u>		
TOTAL AMOUNT DUE THIS ESTIMATE.....	<u>\$100,000.00</u>		

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 9.18.25

CERTIFICATE

THE AMOUNT OF \$100,000.00 IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT.

CITY OF WINDOM ELECTRIC DEPARTMENT, Owner

DGR ENGINEERING, Engineer

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Unit No.	Name and Description of Construction Unit	No. of Units	UNIT PRICE				WORK COMPLETED TO DATE (Including this Pay Period)			WORK COMPLETED THIS PERIOD		
			Labor	Material	L & M	Ext. Price L & M	Units Comp.	% Comp.	Value of Comp. Work	Units Comp.	% Comp.	Value of Comp. Work
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 fdtns (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	2,200	100%	\$ 126,852.00			
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	620	100%	\$ 3,645.60			
C4	Class 5 Base (tons)	100	\$ 17.65	\$ 17.65	\$ 35.30	\$ 3,530.00	100	100%	\$ 3,530.00			
C5	7" PCC Surfacing (sq. yd.)	620	\$ 36.22	\$ 49.28	\$ 85.50	\$ 53,010.00	620	100%	\$ 53,010.00			
C6	6" PCC Sidewalk (sq. yd.)	30	\$ 36.22	\$ 49.28	\$ 85.50	\$ 2,565.00	30	100%	\$ 2,565.00			
C7	Landscaping Rock (tons)	15	\$ 103.00	\$ 103.00	\$ 206.00	\$ 3,090.00	15	100%	\$ 3,090.00			
C8	Crushed Substation Rock (tons)	15	\$ 75.30	\$ 75.30	\$ 150.60	\$ 2,259.00	15	100%	\$ 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	100	100%	\$ 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	14	100%	\$ 22,837.50			
C18	PCC Stairs with Railings (ea.)	1	\$ 5,760.00	\$ 5,850.00	\$ 11,610.00	\$ 11,610.00	1	100%	\$ 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	1	100%	\$ 10,883.52			
C21	Seeding, Fertilizing and Mulching (as req.)	1	\$ 4,275.00	\$ 2,018.75	\$ 6,293.75	\$ 6,293.75	1	100%	\$ 6,293.75			

PAY ESTIMATE No. 16 - FINAL

CONSTRUCTION OF A GENERATION PLANT
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425305

For Period From: 4/30/2025 To: 5/2/2025
Contractor: Wilcon Construction Services LLC
Bid Date: August 9, 2023



Unit No.	Name and Description of Construction Unit	No. of Units	UNIT PRICE				WORK COMPLETED TO DATE (Including this Pay Period)			WORK COMPLETED THIS PERIOD		
			Labor	Material	L & M	Ext. Price L & M	Units Comp.	% Comp.	Value of Comp. Work	Units Comp.	% Comp.	Value of Comp. Work
C22	Clearing and Grubbing (as req'd)	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	1	100%	\$ 403,062.00			
A2	Interior components (as req'd)	1	\$ 375,172.00	\$ 202,015.00	\$ 577,187.00	\$ 577,187.00	1	100%	\$ 577,187.00			
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	1	100%	\$ 52,130.00			
S2	Foundation, Transformer Manhole (as req'd)	1	\$ 26,065.00	\$ 26,065.00	\$ 52,130.00	\$ 52,130.00	1	100%	\$ 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	2	100%	\$ 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	1	100%	\$ 68,200.00			
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	1	100%	\$ 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	1	100%	\$ 847,707.00			
M1	Plumbing System (as req'd)	1	\$ 111,705.00	\$ 208,811.00	\$ 320,516.00	\$ 320,516.00	1	100%	\$ 320,516.00			
M2	HVAC System, Office Area (as req'd)	1	\$ 87,799.00	\$ 154,176.00	\$ 241,975.00	\$ 241,975.00	1	100%	\$ 241,975.00			
M3	Building Ventilation System, Generation Plant (as req'd)	1	\$ 40,000.00	\$ 467,694.00	\$ 507,694.00	\$ 507,694.00	1	100%	\$ 507,694.00			
M4	Compressed Air System (as req'd)	1	\$ 15,588.00	\$ 38,235.00	\$ 53,823.00	\$ 53,823.00	1	100%	\$ 53,823.00			
M5	Engine Cooling System (as req'd)	2	\$ 36,170.00	\$ 61,323.00	\$ 97,493.00	\$ 194,986.00	2	100%	\$ 194,986.00			
M6	Engine Exhaust System (as req'd)	2	\$ 23,294.00	\$ 32,776.00	\$ 56,070.00	\$ 112,140.00	2	100%	\$ 112,140.00			
M7	Fuel System (as req'd)	1	\$ 32,352.00	\$ 21,470.00	\$ 53,822.00	\$ 53,822.00	1	100%	\$ 53,822.00			
M8	Urea System (as req'd)	1	\$ 19,505.00	\$ 26,176.00	\$ 45,681.00	\$ 45,681.00	1	100%	\$ 45,681.00			
E1	Control Panel Modifications (as req'd)	1	\$ 3,529.00	\$ 8,824.00	\$ 12,353.00	\$ 12,353.00	1	100%	\$ 12,353.00			
E2	Station service transformer installation (each)	1	\$ 22,059.00	\$ 20,588.00	\$ 42,647.00	\$ 42,647.00	1	100%	\$ 42,647.00			
E3	Switchgear room electrical equipment (as req'd)	1	\$ 7,294.00	\$ 22,941.00	\$ 30,235.00	\$ 30,235.00	1	100%	\$ 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	1	100%	\$ 49,999.00			
E5	Existing generation plant modifications (as req'd)	1	\$ 5,882.00	\$ 5,647.00	\$ 11,529.00	\$ 11,529.00	1	100%	\$ 11,529.00			

PAY ESTIMATE No. 16 - FINAL

CONSTRUCTION OF A GENERATION PLANT
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425305

For Period From: 4/30/2025 To: 5/2/2025
Contractor: Wilcon Construction Services LLC
Bid Date: August 9, 2023



Unit No.	Name and Description of Construction Unit	No. of Units	UNIT PRICE				WORK COMPLETED TO DATE (Including this Pay Period)			WORK COMPLETED THIS PERIOD		
			Labor	Material	L & M	Ext. Price L & M	Units Comp.	% Comp.	Value of Comp. Work	Units Comp.	% Comp.	Value of Comp. Work
E6	Office building modifications (as req'd)	1	\$ 23,529.00	\$ 11,176.00	\$ 34,705.00	\$ 34,705.00	1	100%	\$ 34,705.00			
E7	Substation fence modifications (as req'd)	1	\$ 5,294.00	\$ 8,235.00	\$ 13,529.00	\$ 13,529.00	1	100%	\$ 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	1	100%	\$ 100,176.00			
E9	Cable tray additions (as req'd)	1	\$ 52,941.00	\$ 26,471.00	\$ 79,412.00	\$ 79,412.00	1	100%	\$ 79,412.00			
E10	Grounding additions (as req'd)	1	\$ 20,588.00	\$ 10,118.00	\$ 30,706.00	\$ 30,706.00	1	100%	\$ 30,706.00			
E11	Neutral grounding reactors (each)	2	\$ 7,353.00	\$ 16,706.00	\$ 24,059.00	\$ 48,118.00	2	100%	\$ 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	380	100%	\$ 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	50	100%	\$ 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	360	100%	\$ 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	210	100%	\$ 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	150	100%	\$ 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	75	100%	\$ 4,743.00			
E18	(4) Conductor #4/0, 4/C-4/0 (ft.)	60	\$ 16.47	\$ 46.77	\$ 63.24	\$ 3,794.40	60	100%	\$ 3,794.40			
E19	(4) Conductor #2/0, 4/C-2/0 (ft.)	60	\$ 14.12	\$ 43.00	\$ 57.12	\$ 3,427.20	60	100%	\$ 3,427.20			
E20	(4) Conductor #1/0, 4/C-1/0 (ft.)	60	\$ 12.94	\$ 41.00	\$ 53.94	\$ 3,236.40	60	100%	\$ 3,236.40			
E21	(4) Conductor #2, 4/C-2 VFD (ft.)	700	\$ 7.06	\$ 14.71	\$ 21.77	\$ 15,239.00	700	100%	\$ 15,239.00			
E22	(4) Conductor #4, 4/C-4 (ft.)	260	\$ 5.88	\$ 17.35	\$ 23.23	\$ 6,039.80	260	100%	\$ 6,039.80			
E23	(4) Conductor #4, 4/C-4 VFD (ft.)	380	\$ 5.88	\$ 17.35	\$ 23.23	\$ 8,827.40	380	100%	\$ 8,827.40			
E24	(4) Conductor #6, 4/C-6 (ft.)	120	\$ 5.88	\$ 16.30	\$ 22.18	\$ 2,661.60	120	100%	\$ 2,661.60			
E25	(4) Conductor #6, 4/C-6 VFD (ft.)	640	\$ 5.88	\$ 16.30	\$ 22.18	\$ 14,195.20	640	100%	\$ 14,195.20			
E26	(2) Conductor #8, 2/C-8 (ft.)	170	\$ 3.53	\$ 15.00	\$ 18.53	\$ 3,150.10	170	100%	\$ 3,150.10			
E27	(4) Conductor #8, 4/C-8 (ft.)	215	\$ 4.71	\$ 15.00	\$ 19.71	\$ 4,237.65	215	100%	\$ 4,237.65			
E28	(2) Conductor #12, 2/C-12 (ft.)	680	\$ 3.53	\$ 12.00	\$ 15.53	\$ 10,560.40	680	100%	\$ 10,560.40			
E29	(3) Conductor #12, 3/C-12 (ft.)	5,685	\$ 3.53	\$ 14.71	\$ 18.24	\$ 103,694.40	5,685	100%	\$ 103,694.40			

PAY ESTIMATE No. 16 - FINAL

CONSTRUCTION OF A GENERATION PLANT
CITY OF WINDOM ELECTRIC DEPARTMENT
DGR Project Number 425305

For Period From: 4/30/2025 To: 5/2/2025
Contractor: Wilcon Construction Services LLC
Bid Date: August 9, 2023



Unit No.	Name and Description of Construction Unit	No. of Units	UNIT PRICE				WORK COMPLETED TO DATE (Including this Pay Period)			WORK COMPLETED THIS PERIOD		
			Labor	Material	L & M	Ext. Price L & M	Units Comp.	% Comp.	Value of Comp. Work	Units Comp.	% Comp.	Value of Comp. Work
E30	(4) Conductor #12, 4/C-12 (ft.)	450	\$ 4.71	\$ 16.71	\$ 21.42	\$ 9,639.00	450	100%	\$ 9,639.00			
E31	(2) Conductor #14, 2/C-14 (ft.)	3,810	\$ 2.36	\$ 12.06	\$ 14.42	\$ 54,940.20	3,810	100%	\$ 54,940.20			
E32	(12) Conductor #14, 12/C-14 (ft.)	1,420	\$ 8.24	\$ 12.06	\$ 20.30	\$ 28,826.00	1,420	100%	\$ 28,826.00			
E33	(2) Conductor #16 Shielded, 2/C-16S (ft.)	780	\$ 2.36	\$ 9.65	\$ 12.01	\$ 9,367.80	780	100%	\$ 9,367.80			
E34	(3) Conductor #16 Shielded, 3/C-16S (ft.)	640	\$ 2.95	\$ 3.35	\$ 6.30	\$ 4,032.00	640	100%	\$ 4,032.00			
E35	Cat 6 cables (as req'd)	1	\$ 206.00	\$ 2,530.00	\$ 2,736.00	\$ 2,736.00	1	100%	\$ 2,736.00			
G1	General conditions (as req'd)	1	\$ 438,812.00		\$ 438,812.00	\$ 438,812.00	1	100%	\$ 438,812.00			
G2	Mobilization (as req'd)	1	\$ 74,143.00		\$ 74,143.00	\$ 74,143.00	1	100%	\$ 74,143.00			
G3	General construction allowance (as req'd.)	1	\$ 100,000.00		\$ 100,000.00	\$ 100,000.00	0.04	4%	\$ 3,957.00			

		CONTRACT TOTAL	
TOTAL CONTRACT PRICE:	<u>\$5,563,762.48</u>	TOTAL TO DATE:	<u>\$5,467,719.48</u>
		THIS PERIOD:	<u>\$ -</u>

**ENGINEER'S STATEMENT OF FINAL COMPLETION
AND
OWNER'S ACCEPTANCE OF CONTRACT CONSTRUCTION**

TO: **City of Windom Electric Department**
1105 1st Avenue
Windom, MN 56101
Construction of a Generation Plant (Rebid)
PROJECT DESIGNATION

I, the undersigned Engineer of the above designated project, do hereby state that:

1. The construction provided for pursuant to Construction Contract No. **NA**, dated **October 6, 2023**, including all approved amendments and change orders, (hereinafter called the "Project") between **City of Windom Electric Department** ("Owner") and **Wilcon Construction Services, LLC** ("Contractor") has been completed as of **October 1, 2025** and to the best of my knowledge, information and belief, based on observations made during the period of construction, is in substantial compliance with the provisions of the Construction Contract, including all plans, specifications and drawings, and modifications thereof.

To the best of my knowledge, information, and belief,

2. Defects in workmanship and materials reported during the period of construction of the Project have been corrected.
3. The total cost of the project as completed is **five million, four hundred sixty-seven, seven hundred nineteen and 48/100** dollars (**\$5,467,719.48**).
4. The Final Inventory attached hereto and made a part hereof is a complete and accurate summary of the work performed in accordance with the Construction Contract.

Accepted:

City of Windom Electric Department
Owner

DGR Engineering
Engineer

Sign _____

Sign _____

Print _____

Print **Dennis J. Haselhoff, P.E.**

Title _____

Title **Project Manager**

Date _____

Date _____



Application for Payment
(Unit Price Contract)
No. 1

Eng. Project No.: WINDM 184614

Location: Windom Municipal Airport

Contractor Svoboda Excavating Inc.

Contract Date 9.11.25

315 Peterburg Dr

Pay This Amount \$151,363.50

Jackson, MN 56187

Contract Amount \$ 172,875.00

Contract for 2025 Taxilane Widening

Application Date 10.13.25

For Period Ending 10.3.25

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
C-105	MOBILIZATION	LS	1	1	\$16,000.00	\$16,000.00
50-12	MAINTENANCE AND RESTORATION	LS	1	1	12,000.00	\$12,000.00
50-07	CONSTRUCTION LAYOUT AND	LS	1	1	11,000.00	\$11,000.00
70-08	TRAFFIC PROVISIONS/AIRPORT	LS	1	1	15,000.00	\$15,000.00
C-102	SEDIMENT CONTROL LOG, TYPE	LF	625	390	7.00	\$2,730.00
P-101	SAWING CONCRETE PAVEMENT	LF	255	255	20.00	\$5,100.00
P-152	COMMON EXCAVATION (EV)	CY	230	230	50.00	\$11,500.00
P-152	SUBGRADE EXCAVATION (EV)	CY	50	0	20.00	\$0.00
P-152	SUBGRADE PREPARATION	SY	320	300	30.00	\$9,000.00
P-152	GRANULAR BORROW (CV)	CY	250	0	10.00	\$0.00
P-154	SELECT GRANULAR BORROW (CV)	CY	110	100	100.00	\$10,000.00
32 11 22	AGGREGATE BASE COURSE (CV)	CY	75	67	100.00	\$6,700.00
32 13 10	CONCRETE PAVEMENT - 5"	SY	290	265	200.00	\$53,000.00
T-901	TURF ESTABLISHMENT	LS	1	1	7,300.00	\$7,300.00
T-905	SELECT TOPSOIL BORROW (CV)	CY	50	0	20.00	\$0.00
Total Contract Amount						\$159,330.00

Application for Payment (continued)

Total Contract Amount	\$ 172,875.00	Total Amount Earned	\$ 159,330.00
Contract Change Order No. _____		Material Suitably Stored on Site, Not Incorporated into Work	_____
Contract Change Order No. _____		Percent Complete	_____
Contract Change Order No. _____		Percent Complete	_____
Less Previous Applications:		Percent Complete	_____
AFP No. 1: _____	AFP No. 6: _____	GROSS AMOUNT DUE	\$ 159,330.00
AFP No. 2: _____	AFP No. 7: _____	LESS 5 % RETAINAGE	\$ 7,966.50
AFP No. 3: _____	AFP No. 8: _____	AMOUNT DUE TO DATE	\$ 151,363.50
AFP No. 4: _____	AFP No. 9: _____	LESS PREVIOUS APPLICATIONS	\$ _____
AFP No. 5: _____		AMOUNT DUE THIS APPLICATION	\$ 151,363.50

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Payment under said contract, 2025 Taxilane Widening, Windom Municipal Airport, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date Oct. 14, 2025

Svoboda Excavating Inc.

(Contractor)

COUNTY OF Jackson
STATE OF MN.) SS

By Paul Fishel V.P.
(Name and Title)

Before me on this 14 day of October, 2025, personally appeared

Paul Fishel known to be, who being duly sworn did depose and say that he is the vice president (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein

My Commission expires 11/31/2029



TAMARA J. FISHEL
Notary Public-Minnesota
My Commission Expires Jan. 31, 2029

Tamara Fishel
(Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

Lindsay Reidt

Short Elliott Hendrickson Inc.

By Lindsay Reidt

Date 10/24/25

City of Windom

By _____

Date _____

CERTIFICATE FOR PAYMENT NO. 2

**Duininck, Inc.
408 6th Street
Prinsburg, MN 56281**

Project: 2025 Alley Improvements
Windom, MN

DGR Project No. 373179

Owner: City of Windom, MN

For Period From: September 19, 2025 to October 1, 2025

<u>Line No.</u>	<u>Estimated Units</u>	<u>Description</u>	<u>Unit Price</u>	<u>Contract Price</u>	<u>This Application</u>		<u>Completed to Date</u>	
					<u>Units</u>	<u>Value</u>	<u>Units</u>	<u>Value</u>
Base Bid								
1	JOB	Mobilization	L.S.	\$40,000.00		\$0.00	50%	\$20,000.00
2	JOB	Maint & Restoration of Access	L.S.	2,000.00	25%	500.00	50%	1,000.00
3	4,950 S.Y.	Remove Pavement	7.50	37,125.00	1,091.00	8,182.50	5,091.00	38,182.50
4	2,050 C.Y.	Common Excavation (P)	25.00	51,250.00	2,050.00	51,250.00	2,050.00	51,250.00
5	4,950 S.Y.	12" Subgrade Preparation	2.00	9,900.00	4,950.00	9,900.00	4,950.00	9,900.00
6	4,950 S.Y.	12" Aggregate Base Class 5	10.00	49,500.00	4,950.00	49,500.00	4,950.00	49,500.00
7	1,165 Ton	Bituminous Pavement, 4"	115.00	133,975.00		0.00		0.00
8	230 L.F.	Concrete Curb and Gutter Match	50.00	11,500.00	207.00	10,350.00	207.00	10,350.00
9	280 S.Y.	7" Concrete Approach Pavement	40.00	11,200.00	421.00	16,840.00	421.00	16,840.00
10	160 L.F.	4" Perforated Drain Pipe	15.00	2,400.00	86.00	1,290.00	160.00	2,400.00
11	24 Ea.	Subdrain/Roof Drain Outlet	20.00	480.00	14.00	280.00	24.00	480.00
12	209 L.F.	6" PVC Pipe Sewer, SDR-35	20.00	4,180.00	171.00	3,420.00	189.00	3,780.00
13	211 L.F.	8" PVC Pipe Sewer, SDR-35	28.00	5,908.00	71.00	1,988.00	195.00	5,460.00
14	118 L.F.	10" PVC Pipe Sewer, SDR-35	55.00	6,490.00	118.00	6,490.00	118.00	6,490.00
15	1,029 L.F.	12" PVC Pipe Sewer, SDR-35	68.00	69,972.00	713.00	48,484.00	1,029.00	69,972.00
16	2 Ea.	Connect to Existing Storm Sewer	1,050.00	2,100.00	1.00	1,050.00	2.00	2,100.00
17	10 Ea.	Connect to Existing Roof Drain	300.00	3,000.00	10.00	3,000.00	10.00	3,000.00
18	9 Ea.	Roof Drain Inserta-Tee, 6"	300.00	2,700.00	7.00	2,100.00	8.00	2,400.00
19	8 Ea.	Roof Drain Inserta-Tee, 8"	425.00	3,400.00	1.00	425.00	5.00	2,125.00
20	1 Ea.	Storm Manhole 4x4 Minimum	5,000.00	5,000.00	1.00	5,000.00	1.00	5,000.00
21	7 Ea.	Single Grate Intake	4,675.00	32,725.00	4.00	18,700.00	7.00	32,725.00
22	80 S.Y.	Terrace Grading	25.00	2,000.00		0.00		0.00
23	JOB	Traffic Control	L.S.	8,000.00	25%	2,000.00	50%	4,000.00
24	2 Ea.	Install Handicap Sign	1,000.00	2,000.00		0.00		0.00
25	JOB	SWPPP Management	L.S.	500.00	25%	125.00	50%	250.00
26	8 Ea.	Storm Drain Inlet Protection	150.00	1,200.00	4.00	600.00	4.00	600.00
27	JOB	Seeding, Fertilizing, and Hydromulching	L.S.	5,850.00		0.00		0.00
28	2 Ea.	Pavement Markings - Symbol	65.00	130.00		0.00		0.00
29	1,082 L.F.	Pavement Markings - 4" Parking Stalls	1.15	1,244.30		0.00		0.00
30	8 Ea.	12" PVC Pipe Bends	450.00	3,600.00	3.00	1,350.00	3.00	1,350.00
TOTAL BASE BID				\$509,329.30		\$242,824.50		\$339,154.50

<u>Line No.</u>	<u>Estimated Units</u>	<u>Description</u>	<u>Unit Price</u>	<u>Contract Price</u>	<u>This Application</u>		<u>Completed to Date</u>	
					<u>Units</u>	<u>Value</u>	<u>Units</u>	<u>Value</u>
Alternate Bid								
A1	330 S.Y.	Remove Pavement	\$12.00	\$3,960.00		\$0.00	216.00	\$2,592.00
A2	17 C.Y.	Common Excavation (P)	35.00	595.00	17.00	595.00	17.00	595.00
A3	330 S.Y.	12" Subgrade Preparation	2.00	660.00	236.00	472.00	236.00	472.00
A4	330 S.Y.	12" Aggregate Base Class 5	10.00	3,300.00	236.00	2,360.00	236.00	2,360.00
A5	84 Ton	Bituminous Pavement, 4"	115.00	9,660.00		0.00		0.00
A6	161 L.F.	6" PVC Pipe Sewer, SDR-35	20.00	3,220.00	32.00	640.00	106.00	2,120.00
A7	337 L.F.	8" PVC Pipe Sewer, SDR-35	28.00	9,436.00	114.00	3,192.00	222.00	6,216.00
A8	24 L.F.	10" PVC Pipe Sewer, SDR-36	55.00	1,320.00	14.00	770.00	14.00	770.00
A9	16 Ea.	Connect to Existing Roof Drain	300.00	<u>4,800.00</u>	14.00	<u>4,200.00</u>	14.00	<u>4,200.00</u>
TOTAL ALTERNATE BID				\$36,951.00		\$12,229.00		\$19,325.00
TOTAL BASE AND ALTERNATE BID				\$546,280.30		\$255,053.50		\$358,479.50
Total Work Completed								\$358,479.50
Stored Materials								
Less Retainage						5 %		<u>17,923.98</u>
								\$340,555.53
Less Previous Payments								98,254.70
TOTAL AMOUNT DUE THIS PAY REQUEST								<u>\$242,300.83</u>

Payment Requested by:

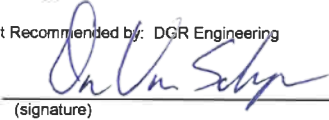
Duninck, Inc.
(Contractor)


(signature)

Date

10/29/25

Payment Recommended by: DGR Engineering


(signature)

Date

10-29-25

Payment Approved by: City of Windom

(signature)

Date