



CITY COUNCIL MEETING

June 16, 2026

City Council Chamber

6:30 p.m.

AGENDA

CITY OF WINDOM, MN

444 Ninth Street, P. O. Box 38

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

Call to Order

Pledge of Allegiance

1. Consent Agenda
 - Minutes
 - Council Minutes – June 2, 2026
 - Economic Development Authority – June 8, 2026
 - Housing & Redevelopment Authority – June 10, 2026
 - Joint Airport Zoning Board – May 18, 2026
 - Library Board – June 9, 2026
 - Planning Commission – June 9, 2026
 - Amplification Permit – Windom Methodist Church – October 4, 2026
 - Business Solicitation Permit – Marleen Must – Southwestern Advantage
 - Regular Bills
2. Department Heads
3. Soaring Eagles Child Care Center
 - Memorandum of Understanding – Grant Funding
 - State DEED Grant Ratification
4. EDA – Assignment Approval – TIF District 1-22
5. Ordinance No. 207, 2nd Series – Minor Code Revisions Recommendations
 - Second Reading
 - Title & Summary
6. First Reading No. 208, 2nd Series – Crematories and Pet Crematories
7. First Reading No. 209, 2nd Series – Granting a Nonexclusive Franchise – Minnesota Energy Resources
8. First Reading No. 210, 2nd Series – Implementing a Franchise Fee – Gas Energy Providers
9. Contractor Payments
 - 2026 Street Project – Pay Request # 2 - \$442,379.85
10. Personnel Recommendations – Business
 - EDA - Director
 - Community Center – On-Call Bartender
11. New Business
12. Old Business
 - FEMA Appeal
13. Council Comments
14. Adjourn

**Regular Council Meeting
City Hall, Council Chamber
June 2, 2026
6:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Hilary Mathis

2. Roll Call:

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

Council Absent:

City Staff Present: Steve Nasby, City Administrator; Scott Peterson, Police Chief; Jon Ketzenberg, Streets & Parks Superintendent; Ben Derickson, Fire Chief; Matt Fast, Building Official and Devin Kopperud, Assistant Police Chief

3. Pledge of Allegiance

4. Consent Agenda:

- Minutes
 - Council Minutes – May 19, 2026 and Special Meeting May 19, 2026
 - Parks & Recreation Commission – May 13, 2026
 - Planning Commission – May 27, 2026
 - Utility Commission – May 28, 2026
- Business Solicitation Permits
 - Dakota Odermann – Midwest Construction Inc.
 - Matthew Berry – Midwest Construction Inc.
- Exempt Gaming Permit – Windom Fire Relief Association – October 11, 2026
- Regular Bills

Mathis asked for an Amplification Permit June 12th at Tegel's Park be included in the Consent Agenda.

Motion by Benson second by Sherman to add the Amplification permit for June 12th and to approve the Consent Agenda as amended. Motion carried 5 – 0.

5. Department Heads:

None.

6. Resolution Designating the 2026 Filing Period:

Council Member Nelson introduced the Resolution No. 2026-36, entitled "A RESOLUTION DESIGNATING THE FILING PERIOD FOR CANDIDATES FOR THE CITY ELECTION" and moved its adoption. The Resolution was seconded by Quade and on roll call vote: Aye: Esplan, Nelson, Sherman, Benson and Quade. Nay: None. Absent: None. Abstain: None. Resolution passed 5 - 0.

7. 1st Reading – Ordinance No. 207, 2nd Series – Minor Code Revision Recommendations:

Matt Fast, Building Official, said that this ordinance contains some clean-up language for parking language, clarification as to classifications and to add a footnote that was missed when Chapter 152 was amended in 2023.

Motion by Esplan second by Sherman to approve the 1st Reading of Ordinance No. 207, 2nd Series as presented. Motion carried 5 – 0.

8. Resolution Calling for a Public Hearing – 2025 Alley Improvement Project Assessments:

Nasby said the city completed the 2025 Alley Project and final costs have been determined so the final assessment hearing can be held and letters mailed to the property owners. The hearing would be at the July 7th City Council meeting.

Council Member Benson introduced the Resolution No. 2026-37, entitled “RESOLUTION DECLARING THE COSTS TO BE ASSESSED, ORDERING THE CITY ADMINISTRATOR TO PREPARE AN ASSESSMENT ROLL, AND CALING FOR A PUBLIC HEARING FOR THE 2025 ALLEY IMPROVEMENT PROJECT” and moved its adoption. The Resolution was seconded by Quade and on roll call vote: Aye: Sherman, Esplan, Benson, Quade and Nelson. Nay: None. Absent: None. Abstain: None. Resolution passed 5 - 0.

9. EDA – Windom Apartments LLC – Lender Acknowledgement Form for PACE:

Nasby said the Windom Apartments LLC owners are refinancing the project and paying off the first mortgage held by Bell Bank using Minnesota PACE funds. PACE requires any other lien holders to acknowledge the PACE funding. This will remove the first mortgage, moving the city’s lien to first position. PACE funds are repaid by the property owners via special assessment on their property taxes. The City Attorney has reviewed the PACE Lender Acknowledgement Form.

Motion by Quade second by Sherman to approve the Windom Apartments LLC request for the city to approve the PACE Lender Acknowledgement Form. Motion carried 5 – 0.

10. Contractor Payments:

Jon Ketzenberg, Streets & Parks Superintendent, said that DGR Engineering and city staff are recommending approval of Payment #5 to Duininck, Inc for the 2025 Alley Improvement Project in the amount of \$7,457.50. This is the final payment less retainage.

Benson asked if the project is done. Ketzenberg said a couple panels will be replaced under warranty.

Motion by Benson second by Sherman to approve Payment #5 to Duininck, Inc for the 2025 Alley Improvement Project in the amount of \$7,457.50. Motion carried 5 – 0.

Ketzenberg asked the public to stay out of the construction area if possible as there are workers there, new concrete and the less traffic the better.

11. Personnel Recommendations:

Nasby said that the Recreation Director, Tim Hogan, is requesting approval of the seasonal hiring for recreation program employees as rehires for the 2026 season.

Motion by Benson second by Sherman to approve the hiring of seasonal 2026 Recreation Program rehires as presented in the memorandum. Motion carried 5 – 0.

12. New Business:

Nasby said that the city has been in discussion with DEED on a possible child care grant. The school is under a very tight timeline to get the project at Highland started and keep the September 1st opening date. The State contract could be done as early as this week or as late a next week, but the City Council meeting is not until June 16th. He asked that the Council consider authorizing the Mayor and himself to sign the grant when it comes and then the Council could ratify the agreement on June 16th.

Motion by Sherman second by Nelson to authorize the Mayor and City Administrator to sign the DEED child care grant if those funds are awarded prior to the next Council meeting. Motion carried 5 – 0.

13. Old Business:

The FEMA Appeal decision was included in the Council packet denying the City funding. Nasby asked Council for their input on next steps which could include another appeal, no action or something else.

Benson asked about demolition and costs. Nasby said that is something to be explored with the State to see what the city can do either burying the site or having to do removal.

Quade said that the dog park has been discussed at Parks & Recreation and delaying action on the pool only pushes back the re-opening of the dog park.

Nasby said that he and the Mayor had discussed a second appeal to FEMA for demolition costs if they will not give us funds to repair\replace the pool.

Council direction is to find out from the State what action needs to be taken for demolition and the costs and then find out if FEMA allows this to be a reimbursement or no costs incurred until FEMA gives a decision.

Second, Nasby said the Council needs to set dates to meet with the three parties that made proposals to acquire Windomnet. These can be closed negotiations per Ron Schramel.

Motion by Sherman second by Benson to set Special Council meetings for Telecom negotiations for July 6th and July 8th at 5:00 pm for both dates. Motion carried 5 – 0.

14. Council Comments:

Benson said that scooters, mini-bikes the operators are very young and are not being safe. He asked about putting regulations in place. Chief Peterson replied that the State statute applies and they cannot limit those permissions. Nelson said that they need to abide by traffic laws and can be dangerous, he is worried about people being injured. Mathis said that she had seen a video another PD had done on the safe operation of these devices.

Benson encouraged people to mow their yards and pick up trash.

Quade noted City-wide Rummage Sales this weekend and to watch out for extra traffic in town. She said that Riverfest is next week and encouraged everyone to enjoy the festivities.

Sherman wished everyone a great summer.

Mathis also noted Riverfest and thanked all the volunteers that make it happen.

15. Adjournment:

Mayor Mathis adjourned the meeting by unanimous consent at 7:13 p.m.

Hilary Mathis, Mayor

Attest: _____
Steve Nasby, City Administrator

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
JUNE 8, 2026

1. Call to Order: The meeting was called to order by President Sanow at 12:02 p.m.

2. Roll Call & Guest Introductions:

EDA Commissioners: Stacie Sanow, Nancy Wepplo, and Heidi Hill

Absent: James Nelson and Jenny Quade

Also Present: EDA Staff – EDA Consultant Sonya Wilt and Admin. Asst. Mary Hensen; Mayor Hilary Mathis; City Administrator Steve Nasby; and Kevin Stevens, Cottonwood County Liaison.

3. Approval of Minutes: May 11, 2026

Motion by Commissioner Wepplo, seconded by Commissioner Hill, to approve the Minutes of the EDA Meeting held on May 11, 2026. Motion carried 3-0.

4. EDA Director Position

A. Update: City Administrator Steve Nasby reported that the Personnel Committee and EDA President Sanow conducted four interviews on June 1, 2026. The preferred candidate was contacted, all references were checked, the Police Department conducted the background check, and the candidate has agreed to the proposed terms for the position. This matter will be on the agenda for the City Council's June 16th Meeting and additional information will be included in the Council packet which will be posted this Friday. The tentative start date is July 6th. The consulting contract between the City and Sonya Wilt runs through mid-July. It is anticipated that the official changeover from Consultant Wilt to the new EDA Director will be as of the July 13th EDA Meeting.

5. EDA-Owned Properties – North Windom Industrial Park

A. Appraiser Selection – Ratification: At the May 11th Meeting, the EDA Board authorized EDA Staff to obtain an official appraisal for all of the available lots which the EDA owns in NWIP to ensure that the EDA has current values for these properties. Two appraisers were contacted: CBRE, Inc. from Sioux Falls and Robinson Appraisal & Associates of Mankato. Both firms replied in a timely manner. CBRE's proposal was to complete the appraisal within 3 weeks from the date of the engagement contract with upfront payment of the appraisal cost of \$4,500. Robinson's proposal was to complete the appraisal by July 10th for a cost of \$1,750. Because of the need to expedite this appraisal, Robinson Appraisal was selected and EDA President Stacie Sanow signed the Engagement Letter.

Motion by Commissioner Hill, seconded by Commissioner Wepplo, ratifying the selection of Robinson Appraisal & Associates of Mankato, Minnesota, as the appraiser for the EDA-owned lots in the North Windom Industrial Park for the sum of \$1,750; accepting the terms of the Engagement Letter; and ratifying the EDA President's signature on the Engagement Letter with Robinson Appraisal & Associates for this project. Motion carried 3-0.

6. EDA Infrastructure Assistance Program

A. Loan Update: Staff provided an update concerning the status of the loan in the EDA's Infrastructure Assistance Program. At the May 11th Meeting, consensus of the Board was to contact the Borrower regarding any plans for refinancing the loan with a commercial lender. The Borrower had requested that the loan agreement be modified to extend the repayment period and allow for monthly repayments of the loan balance. Following additional discussion, it was the consensus of the EDA Board that the EDA contact the Borrower concerning repayment options and update the Board at the July Meeting.

7. TIF District 1-22

A. Assignment of TIF Note – Lakeside Apartments’ Property – Recommendation: Consultant Wilt recapped that this request also came before the Board in April 2026. At the April 13th Meeting, the EDA Board approved a motion to recommend that the City Council assign the remaining tax increment payments, pursuant to the TIF Note, to the proposed buyer of the property owned by Lakeside Apartments of Windom, LLC upon specific conditions. Subsequently the Realtor for Lakeside Apartments requested that the City Council defer this item to a future meeting. On Monday, June 1st, the Realtor contacted EDA Staff that Lakeside has found a new proposed purchaser for the property and connected Staff with the attorney for the purchaser. The Board received a copy of a letter from the attorney for the purchaser requesting that the City approve the assignment of the same items previously proposed for assignment in the earlier request.

Motion by Commissioner Wepplo, seconded by Commissioner Hill, recommending that the City Council approve the assignment of the Contract for Private Redevelopment, dated August 6, 2019, (the “Contract”) and the TIF Note, dated December 21, 2021, previously assigned to Lakeside Apartments of Windom, LLC (“Lakeside Apartments”), and the right to receive the remaining payments due under the TIF Note to Premier Windom MN, LLC, a Wisconsin limited liability company, (“Premier Windom”) pending (1) sale of the property owned by Lakeside Apartments to Premier Windom; (2) payment of the purchase price of \$75,000 to the City at the time of said sale; and (3) assumption of the remaining obligations of the Contract and the Declaration of Restrictive Covenants on Real Estate, dated August 1, 2019, by Premier Windom. Motion carried 3-0.

B. Windom Apartments LLC – Property Update: City Admin. Nasby advised that the final three units are to be completed this week and documentation provided to the City concerning final construction expenses and other information required by DEED. This would allow submission of the final pay request to DEED and release of final payment prior to June 30th.

8. Riverbluff Estates Subdivision

A. Undeveloped Lot – Maintenance: At the May 11th Meeting, the EDA Board approved the lawn care quote from Nick Kulseth of Kulseth Lawn, Landscaping & Concrete for the 2026 lawn care season for the River Bluff Townhomes and the EDA’s lot in the Riverbluff Estates Subdivision. Subsequent to that approval, Mr. Kulseth contacted EDA Staff and advised that the mower picked up a rock on the undeveloped lot and punctured the neighbors’ fence. (This also happened in the past when Rahns were mowing the property.) Kulseth’s business has liability insurance covering their mowing for the EDA. Mr. Kulseth said that the area is full of rocks and even when they are trimming, the rocks shoot off creating a safety issue. Mr. Kulseth submitted a proposal of \$1,200 to remove the rocks and bring in and level black dirt.

Motion by Commissioner Hill, seconded by Commissioner Wepplo, to approve the quote of \$1,200, submitted by Kulseth Lawn, Landscaping & Concrete, to remove the rocks, clean up the area, haul in dirt to top dress the lawn, and seed the lawn on the undeveloped lot owned by the EDA in the Riverbluff Estates Subdivision. Motion carried 3-0.

9. New Business: City Admin. Nasby advised the Board concerning a preliminary meeting he had with Southwest West Central Service Cooperative concerning a potential project in Windom.10. Unfinished Business

A. Staff Report: DEED approved the grant for the Soaring Eagles Child Care Center. At the June 2nd Meeting, the City Council authorized City Admin. Nasby and Mayor Mathis to sign the Grant Contract

if it arrived prior to the June 16th Meeting to expedite the project. The Contract was received, has been signed, and was returned to DEED for signature. The Grant Contract will come before the City Council on June 16th for ratification. The School would like to start construction on the project on June 15th. The School hired Briana Friesen as the Director for the Soaring Eagles Child Care Center at the former Highland School. The initial goal is 55 children. Superintendent Frank is working on licensure for the infant and toddler rooms. The Center's employees will be hired as Paras by the School and work under the School's compensation schedule.

11. Miscellaneous Information

A. River Bluff Townhomes – Monthly Financial Report: The Board received copies of the April 2026 financial reports submitted by Van Binsbergen & Associates.

12. Adjourn: On consensus, President Sanow adjourned the meeting at 12:38 p.m.

Attest: _____
Sonya Wilt, EDA Consultant

Heidi Hill, EDA Secretary-Treasurer

REGULAR MEETING OF THE HOUSING AND REDEVELOPMENT AUTHORITY OF WINDOM, MN

June 10, 2026, at 8:30 a.m.

A regular meeting of the Board of Directors was held on June 10, 2026, at the Riverview Apartments. Board Members present: Linda Jaakola, Heidi Hill and LeWayne Pigman. Also present was Executive Director Linda Loewen and Operations Manager Tami Wahdan. Absent: Tony Scott, Nick Kulseth and City Liaison Jim Nelson.

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

Scheduled Guests: none

Old Business consisted of:

1. The Executive Director gave an update on the Hillside window project. There is still caulking to be completed. She has reached out to Mike for an update but hasn't heard back from him yet.
2. The Executive Director gave an update on the locked doors at Hillside. Kjell has asked us to wait until July due to new software being released for the entry boxes.
3. The Executive Director gave an update on the damper, circulation pump and valves to be addressed at Riverview. Mike Schwalbach has parts ordered and will be in touch when they arrive.
4. The Executive Director reported that we will be having our HUD Inspection on Tuesday, June 30, 2026.
5. The Executive Director presented information about a used truck at Asa in Jackson. She also reported that she has someone that has shown interest in purchasing our current work truck for \$5,000.00. After much discussion, a motion was made to proceed with the purchase of the truck from Asa in the amount of \$19,000.00 after some clarification from the sales department. This will be paid with CFP26. (Pigman/Hill)
6. The Executive Director presented a new Oxygen Fire Policy for the board to review, and a motion was made to adopt the policy as presented. (Hill/Pigman) The Executive Director will get a copy to all residents to sign.
7. The Executive Director reported that the landscape project at Hillside has been completed by Nielsen Landscaping. will done remotely again this year.

New Business consists of:

1. The Executive Director reported that Corey Schroeder was at Hillside to look at and measure closet doors for replacement in all apartments. He is going to get us an estimate of total cost.
2. The Executive Director reported that Nick Kulseth will be addressing the sidewalks at Hillside to get us by for safety reasons and we will need to go out for bids to have them replaced this year.
3. The Executive Director reported that Jerry's insurance and HSA benefits will begin July 1, 2026.
4. The Executive Director reported that Jerry is scheduled to attend boiler training on Wednesday, June 17, 2026.
5. The Executive Director reminded the board that Juneteenth and Independence Day are both holidays for the HRA, and the office will be closed.
6. The Executive Director reported receipt of the semi-annual interest payment in the amount of \$97.35 from the Gove Acres project. Additionally, she received a call from Jerry Bauer asking for the board to consider an extension on their loan as they have a balloon payment coming due. After much discussion, a motion was made that the Executive Director would reach out to Mary at the EDA office to see what the options would be and that the board would approve an extension with monthly payments up to five years. (Pigman/Hill)
7. The Executive Director presented a Budget Revision. After some discussion a motion was made to approve the revision as presented. (Hill/Pigman)

8. The Executive Director presented an estimate from GSM in the amount of \$6,750.00 for removal and installation of the flat roof at Riverview due to water leaking. After some discussion, a motion was made to approve the estimate as presented. (Hill/Pigman)
9. The Executive Director reported that our PILOT payment this year is \$11,208.42.
10. The Executive Director reported that the Shred-It Account has been split from the Jackson HRA.
11. The Executive Director reported that the Sam's Club Account has been split from the Jackson HRA.
12. The Executive Director reported that the Quill Account has been split from the Jackson HRA.
13. The Executive Director reviewed the June Overview.

Upcoming Board Meetings are scheduled for July 8th (RV) and August 12th (HS) at 8:30 a.m.

With no further business, the meeting was adjourned at 9:14 a.m. (Hill/Pigman)

Linda Jaakola, Vice-Chairman

Linda Loewen, Executive Director

JOINT AIRPORT ZONING BOARD
Council Chambers
May 18, 2026

Call Meeting to Order: The Joint Airport Zoning Board meeting was called to order at 10:00 A.M.

Members Present: Members Present: Jared Baloun, Matthew Fast, Wayne Maras and Kevin Stevens
 Members Absent: None
 Airport Commission Members: Scott Benson and Brian Underwood
 City Staff Present: Leesa Arndt, Finance Analyst; Steve Nasby City Administrator
 Others: Chris Gardner, MNDOT Aeronautics/South Region Planner; Jacque Zirbes, Sr.
 Aviation Planner SEH

I. **INTRODUCTIONS**

All parties present introduced themselves.

II. **OVERVIEW OF AIRPORT ZONING**

Zirbes explained that airport zoning is a requirement of the State of Minnesota. Procedural Statutes Chapter 360, Section 260.061 through 360.074 along with zoning rules noted in Minnesota Administrative Rules Chapter 8800 that are used to regulate the process and requirements. Zoning is intended to restrict hazardous land uses to the operation safety of aircrafts using the airport, along with the safety of property on the ground and in the air near the airport. Zirbes emphasized that zoning must reflect existing, future, and ultimate runway conditions. Failure to stay in compliance with the airport's planned development would jeopardize State funding.

Zirbes stated that there are separate air space zoning requirements (height) and land use zoning requirements for the airport. Airspace standards are defined in Federal Aviation Administration (FAA) 14 CFR Part 77 and applies to any proposed construction or alteration of structures in the zoned areas. Land use safety zoning has three defined zones. Zone A and Zone B restrict incompatible land uses, where Zone C is aimed at height restrictions. Zirbes stated existing land uses at the time of the Zoning Ordinance do not present an airport hazard (as long as they remain unchanged). The updated Zoning Ordinance is not retroactive.

Zirbes showed pictorial diagrams to the board. The noted changes are listed as:

<u>1979 Ordinance</u>	<u>Proposed Ordinance</u>
Runway 11/29 = 3,600'	Runway 17/35 = Ultimate Length 4,400'
Runway 10/28 = 4,200'	Runway 12/30 = Future Length 2,500'
Safety Zone = 6,000' Radius	Safety Zone = 5,000' Radius

The proposed changes reflect the ultimate runway conditions.

III. **SELECTION OF BOARD CHAIR AND SECRETARY**

Motion by Maras, second by Fast nominating Baloun to Board Chair. Motion carried 4 – 0.

Motion by Stevens, second by Maras nominating Fast to Board Secretary. Motion carried 4 – 0.

IV. **DRAFT ORDINANCE DISCUSSION**

Nasby mentioned that a few land owners have asked about the zoning changes.

Zirbes stated the proposed zoning protects the crosswind project for the airport. She added that the overall changes are less restrictive than the 1979 Ordinance.

V. **RESOLUTION SETTING A PUBLIC HEARING FOR A PROPOSED ZONING ORDINANCE**

Board Member Maras introduced the JAZB Resolution No. 2026-01, entitled "RESOLUTION #JAZB 2026-01 OF THE CITY OF WINDOM – COUNTY OF COTTONWOOD JOINT AIRPORT ZONING BOARD AS TO A PROPOSED ZONING ORDINANCE" and moved its adoption. The Resolution was seconded by Fast and on roll call vote: Aye: Baloun, Fast, Maras and Stevens. Nay: None. Absent: None. Abstain: None. Resolution passed 4 - 0.

A public hearing was set for June 23, 2026 at 6:00 p.m. at Windom City Hall. Notice will be published in the newspaper and letters sent to property owners within the safety zones. A copy of the proposed Ordinance and accompanying map is available for inspection at City Hall during regular business hours.

VI. **ADJOURN**

Baloun adjourned the meeting by unanimous consent at 10:47 a.m.

Jared Baloun, Chairperson

Attest: _____
Matthew Fast, Secretary

Windom Library Board Meeting
Tuesday, June 9, 2026 at 5:05 pm

Call to Order- Called to order @ 5:05 pm by John Duscher

Roll Call- John Duscher, Steve Fresk, Jan Dehmlow, Fran Swenson, Sarah Peterson, and Kari Scheitel,

Library Staff- Kari Hanson

Additions to Agenda- none

S. Fresk made the motion with second by K. Scheitel to approve the agenda and minutes from May meeting; motion carried.

Financial Report- not available

Librarian's Report- Kari reported on the following items:

1. Total circulation for May was 3,053.
2. Summer Reading kickoff event was a success. We had 52 kids sign up that evening. We now have 120 participants.
3. Reminder that the library will be closed on Saturday, June 13th for the Riverfest festivities as well as Friday, June 19th in honor of the Juneteenth holiday.
4. The library has been extremely busy which is a wonderful thing!

Old Business- none

New Business- Kari updated the board on the MN driver's permit testing. Due to the changes that the State has made we are no longer able to continue testing here. Students are now issued an electronic card showing they have completed the driver's education class. A special scanner is required to read their electronic certificate to register for the exam. The state is not issuing scanners to third party test sites (which is what the library is considered). After discussion, S. Fresk made the motion to discontinue permit testing at the library on July 1, 2026. S. Peterson seconded the motion. Motion carried.

Adjournment- The meeting was adjourned at 5:25 PM.

****The next library board meeting will be Tuesday, July 14, 2026.**

**CITY OF WINDOM
PLANNING COMMISSION
MINUTES
JUNE 9, 2026**

1. Call to Order: The meeting was called to order by Chairman Baloun at 7:01 p.m.

2. Roll Call & Guest Introductions:

Planning Commission: Jared Baloun, Carol Hartman, Ben Byam, Matt Miller, Brandon Pletcher, and Tom Tegels.

Absent: Lorri Cole and Tyler Patterson.

Also Present: B&Z Staff: Zoning Admin. Matt Fast and Admin. Asst. Mary Hensen.

3. Approval of Minutes: Special Meeting – May 26, 2026:

Motion by Commissioner Hartman, seconded by Commissioner Pletcher, to approve the Planning Commission Minutes for the Special Meeting held on May 26, 2026, as sent. Motion carried 6-0.

4. Public Hearing – Proposed New City Code Sections

A. Sections 121.01 – 121.15 – “Crematories and Pet Crematories”: Chairman Baloun introduced the agenda item and referred to Zoning Admin. Fast for further information. In the packet, the Commissioners received a copy of proposed City Code Sections 121.01 through 121.15, entitled “Crematories and Pet Crematories”, which the Planning Commission reviewed and approved at the May 26th Special Meeting. Copies of the proposed ordinance language has been reviewed and approved by the City Attorney. In compliance with Minnesota Statutes and City Code, there is a Public Hearing on these proposed new Code Sections scheduled for this meeting.

Chairman Baloun opened the Public Hearing at 7:03 p.m. and requested any comments from anyone in the audience. There were no members of the public present and there were no comments from the public. Chairman Baloun closed the Public Hearing at 7:03 p.m.

There was a brief discussion as to whether the Vet Clinic performs pet cremations and whether this ordinance would affect those services. Zoning Admin. Fast responded that animal clinics are a listed use in City Code. (Note: The Vet Clinic was actually outside of City limits until voluntary annexation of that property in early 2024 and their existing operations would be grandfathered in and not impacted by this proposed new ordinance.)

In response to Commissioner Hartman’s question, Zoning Admin. Fast responded that the pet crematory is for small animals and not horses unless the pet crematory has the appropriate equine equipment. In response to Commissioner Hartman’s additional question as to whether it would be the City’s responsibility to monitor this requirement, Zoning Admin. Fast advised that if the City Council adopts the ordinance, this use would require a conditional use permit (“CUP”), and the City can add conditions to the CUP. Staff also advised that the pet crematory’s operations would be governed by the Minnesota Board of Animal Health.

Motion by Commissioner Tegels, seconded by Commissioner Byam, to recommend that the City Council hold the required first and second readings on the proposed new City Code

Sections 121.01 through 121.15, covering Crematories and Pet Crematories, and approve the proposed ordinance. Motion carried 6-0.

5. Unfinished Business: None.
6. New Business: In response to a question by Chairman Baloun, Staff replied that there is no new business at this time for the regular July 14th Planning Commission Meeting, unless all aspects of a proposed project come together and a conditional use permit application is filed in connection with the proposed new ordinance.
7. Planning Commission Comments, Concerns, Suggestions: None.
8. Adjourn: The meeting was adjourned by unanimous consent at 7:08 p.m.

Attest: _____
Matthew Fast, Building & Zoning Official Jared Baloun, Chairman

Date of Event

10/04/2026

Location of Event

Worship Service

Start Time

07:00 am

End Time

03:00 pm

Type of Event

Worship Service - Service won't start until 10:30am - the band may practice a bit before hand.

Applicant Information

Applicant Name

Jody Derickson

Address

Windom Methodist Church
974 6th Street
Windom, Minnesota 56101
United States
[Map It](#)

Phone

(507) 831-3284

Federal ID # - FEIN # or SSN #

[REDACTED]

MN ID #

[REDACTED]

Email

umcoffice@windomnet.com

Would you like a copy of this form?

- Yes

License Fee - None \$0.00	
Recommends	
☐ Approval	☐ Denial
_____ Street/Park Superintendent	
Recommends	
☐ Approval	☐ Denial
_____ Police Chief	

Application ☐ APPROVED ☐ DISAPPROVED this ____ day of _____, 20____.

CITY OF WINDOM
APPLICATION FOR BUSINESS SOLICITATION
RE: City Code, TITLE XI BUSINESS REGULATIONS, CHAPTER 114

Solicitor's Name: MARLEEN MUST
Last First Middle

Date of Birth: 02/09/2004 (507) 380-2117

Driver's License Number [REDACTED] State of Issue: ESTONIA

Address: (Street, City, State, Zip) 1441 ECKERSON DR, WORTHINGTON MN
56187

Name of Business or
Organization: SOUTHWESTERN ADVANTAGE

Contractor's License #: _____ Required State ID # _____

Required Federal ID # - FEIN # or SS: [REDACTED]

Address of Business or Organization: 2451 ATRIUM WAY, NASHVILLE TN

37214 Phone# (615) 389-391-2757

Purpose of SOLICITATION: ED SELLING EDUCATIONAL APPS AND BOOKS

If door to door solicitation indicate area to be solicited: ☒ Residential District
() Commercial District

If Transient merchant – state location from which merchandise will be sold _____

If Telephone solicitation – state location from which calls will be made _____

Informed Consent Form completed ☒
Initial Investigation Fee - \$20.00

Annual License Fee - \$40.00

06/08/2026
Date

[Signature]
Applicant's Signature

I have on _____, 20____ collected from applicant \$ _____ as prescribed in City Code,
TITLE XI BUSINESS REGULATIONS, CHAPTER 114.

City Clerk

Referred to the Police Chief on 06/09/27
Recommendation: Approved ☒ Disapproved _____. If disapproved give reason: _____

06/09/27
Date

[Signature]
Police Chief

Approved by the City Council on _____, 20____.



Windom, MN

Expense Approval Report

By Fund

Payment Dates 5/30/2026 - 6/12/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
Activity: 41110 - Mayor & Council					
CITIZEN PUBLISHING CO	02550	06/09/2026	Closed/Summer Hours	100-41110-350	196.10
Activity 41110 - Mayor & Council Total:					196.10
Activity: 41310 - Administration					
INNOVATIVE SYSTEMS LLC	INV-32213	06/05/2026	Statements Pulled and Normal...	100-41310-200	6.00
QUADIENT LEASING USA, INC	Q2380630	06/01/2026	Lease Payment	100-41310-200	25.03
WEX Health Inc	0002387149-IN	06/09/2026	Participant Fee (Admin)	100-41310-217	143.50
A & B BUSINESS	IN1373941	06/09/2026	Maintenance Contract	100-41310-217	357.91
NEXT STEP BROADCASTING INC	26050146	06/01/2026	City Hall Summer Hours	100-41310-350	108.00
NEXT STEP BROADCASTING INC	26050147	06/01/2026	City Hall Summer Hours	100-41310-350	90.00
Activity 41310 - Administration Total:					730.44
Activity: 41910 - Building & Zoning					
INDOFF, INC	3862260	05/27/2026	Business Source Steno Noteb...	100-41910-200	8.97
QUADIENT LEASING USA, INC	Q2380630	06/01/2026	Lease Payment	100-41910-200	25.03
WEX BANK	May 2026 P & Z	06/01/2026	P & Z Fuel	100-41910-212	119.72
A & B BUSINESS	IN1373941	06/09/2026	Maintenance Contract	100-41910-217	145.31
VERIZON WIRELESS	6144393623	06/02/2026	Voice	100-41910-321	41.42
CITIZEN PUBLISHING CO	02550	06/09/2026	Variance/Conditional Use	100-41910-350	254.25
ROYAL GLASS LLC	3444	06/08/2026	2014 Ford F150 std cab DW20...	100-41910-405	488.38
Activity 41910 - Building & Zoning Total:					1,083.08
Activity: 41940 - City Hall					
KULSETH LAWN LANDSCAPE &...	6527	05/21/2026	SNOW REMOVAL&SALTING CI...	100-41940-406	1,482.00
CRISTINA MAZARIEGOS	May 2026	06/09/2026	City Hall & Library Cleaning	100-41940-406	900.00
Activity 41940 - City Hall Total:					2,382.00
Activity: 42120 - Crime Control					
INDOFF, INC	3861995	05/29/2026	POLICE- OFFICE SUPPLIES	100-42120-200	53.98
INDOFF, INC	3864418	06/09/2026	BOI510A Boise POLARIS 8-1/2"...	100-42120-200	67.90
QUADIENT LEASING USA, INC	Q2380630	06/01/2026	Lease Payment	100-42120-200	25.03
KWIK TRIP INC & SUBSIDIARIES	MAY 2026	06/04/2026	3365998	100-42120-212	2,093.90
KWIK TRIP INC & SUBSIDIARIES	MAY 2026	06/04/2026	DISCOUNT	100-42120-212	-136.77
WEX BANK	May 2026 Police	06/04/2026	Police Fuel	100-42120-212	-12.17
WEX BANK	May 2026 Police	06/04/2026	Police Fuel	100-42120-212	926.75
WINDOM AREA HEALTH	328606465	06/09/2026	Captured Invoice from WIND...	100-42120-305	130.00
FBI-LEEDA INC	200149938	06/05/2026	CLI Plymouth, MN 7/2026 -	100-42120-308	795.00
AT & T MOBILITY	287293102788X06032026	06/08/2026	Wireless	100-42120-321	897.68
ALPHA WIRELESS - MANKATO...	34288	06/04/2026	Agreement Monthly Mainten...	100-42120-323	120.00
CITIZEN PUBLISHING CO	02550	06/09/2026	Mental Health Month	100-42120-340	305.00
LEAGUE OF MN CITIES INS TR...	26283	06/05/2026	Workers Comp	100-42120-364	250.00
SMITH AUTOMOTIVE CO	INV0002816	06/04/2026	TOWING - TIRE CHANGE - PLU...	100-42120-405	154.97
WINDOM FIRE & SAFETY, LLC	9345	05/29/2026	POLICE- MISC (MUST PROVIDE...	100-42120-480	109.95
AMAZON CAPITAL SERVICES, I...	INV0002817	06/08/2026	Dixigear First Responder On Ca...	100-42120-480	24.99
Activity 42120 - Crime Control Total:					5,806.21
Activity: 42220 - Fire Fighting					
A & B BUSINESS	IN1373941	06/09/2026	Maintenance Contract	100-42220-211	118.58
WEX BANK	Fire Dept Fuel	06/08/2026	Fire Dept- Motor Fuel	100-42220-212	946.18
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Fire	100-42220-215	29.94
ACTION TRAINING SYSTEMS, I...	23523	06/02/2026	FIRE DEPT- TRAINING & REGIS...	100-42220-308	6,475.00
PAUL MARSH	37140	06/02/2026	FIRE DEPT-REPAIRS & MAINT -...	100-42220-405	423.72
O'REILLY AUTOMOTIVE, INC	4425-470782	06/02/2026	FIRE DEPT-REPAIRS & MAINT -...	100-42220-405	19.10
Activity 42220 - Fire Fighting Total:					8,012.52

Expense Approval Report

Payment Dates: 5/30/2026 - 6/12/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Activity: 42700 - Animal Control					
COTTONWOOD VET CLINIC	May 2026	06/01/2026	Animal Boarding	100-42700-300	145.88
Activity 42700 - Animal Control Total:					145.88
Activity: 43100 - Streets					
QUADIENT LEASING USA, INC	Q2380630	06/01/2026	Lease Payment	100-43100-200	25.03
WEX BANK	May 2026 Street & Parks	06/01/2026	Street & Parks Fuel	100-43100-212	-30.84
WEX BANK	May 2026 Street & Parks	06/01/2026	Street & Parks Fuel	100-43100-212	2,348.71
RICHARD BARNETT	#824	06/05/2026	Lubricates all types of moving ...	100-43100-216	29.05
A & B BUSINESS	IN1373941	06/09/2026	Maintenance Contract	100-43100-217	16.68
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Street	100-43100-224	188.65
DUININCK	569866	06/02/2026	6699M	100-43100-224	878.43
COUNTRY PRIDE SERVICE	9050467	06/09/2026	LP 30 LB STREET DEPARTMENT	100-43100-224	60.00
NEGEN CONSTRUCTION LLC	INV0002802	05/27/2026	2.25yrs HIGH EARLY	100-43100-224	1,615.31
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Street	100-43100-241	79.99
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Street	100-43100-241	20.77
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Street	100-43100-241	10.58
VERIZON WIRELESS	6144393623	06/02/2026	Voice	100-43100-321	42.25
CITIZEN PUBLISHING CO	02550	06/09/2026	Weed Control	100-43100-350	203.50
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Street	100-43100-404	94.98
DAVID AHRENS	#3257	06/04/2026	1) Emerald Ash Borer Treatm...	100-43100-439	2,112.00
Activity 43100 - Streets Total:					7,695.09
Activity: 43210 - Sanitation					
CITIZEN PUBLISHING CO	02550	06/09/2026	Spring Clean Up Ads	100-43210-340	5,217.90
NEXT STEP BROADCASTING INC	26050153	06/01/2026	City Wide Clean Up	100-43210-340	162.50
NEXT STEP BROADCASTING INC	26050154	06/01/2026	City Wide Clean Up	100-43210-340	162.50
INNOVATIVE SYSTEMS LLC	INV-32213	06/05/2026	Statements Pulled and Normal...	100-43210-340	350.31
COTTONWOOD CO SOLID WA...	May 2026	06/01/2026	City Wide Clean Up	100-43210-384	3,522.50
Activity 43210 - Sanitation Total:					9,415.71
Activity: 45120 - Recreation					
QUADIENT LEASING USA, INC	Q2380630	06/01/2026	Lease Payment	100-45120-200	25.03
A & B BUSINESS	IN1373941	06/09/2026	Maintenance Contract	100-45120-217	20.21
Activity 45120 - Recreation Total:					45.24
Activity: 45202 - Park Areas					
QUADIENT LEASING USA, INC	Q2380630	06/01/2026	Lease Payment	100-45202-200	25.03
WEX BANK	May 2026 Street & Parks	06/01/2026	Street & Parks Fuel	100-45202-212	110.31
COUNTRY PRIDE SERVICE	7021744	05/28/2026	2,4-D LV4 2.5 EPA# 1381-102 T..	100-45202-216	201.65
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Parks	100-45202-404	24.99
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Parks	100-45202-404	47.25
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Parks	100-45202-404	104.35
Activity 45202 - Park Areas Total:					513.58
Fund 100 - GENERAL Total:					36,025.85
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
A & B BUSINESS	IN1373941	06/09/2026	Maintenance Contract	211-45501-217	165.13
CITIZEN PUBLISHING CO	02550	06/09/2026	DYK Ads	211-45501-350	402.00
VESTIS GROUP, INC	2560498989	06/04/2026	LOGO MAT	211-45501-402	48.50
CRISTINA MAZARIEGOS	May 2026	06/09/2026	City Hall & Library Cleaning	211-45501-402	675.00
KULSETH LAWN LANDSCAPE &...6527		05/21/2026	SNOW REMOVAL&SALTING CI...	211-45501-406	988.00
INGRAM INDUSTRIES	97061238	06/08/2026	PATTERSO ROCKETS RED G O...	211-45501-435	25.80
INGRAM INDUSTRIES	97107657	06/08/2026	STUART WOODS DEEP WATER	211-45501-435	26.92
Activity 45501 - Library Total:					2,331.35
Fund 211 - LIBRARY Total:					2,331.35
Fund: 225 - AIRPORT					
Activity: 45127 - Airport					
RED ROCK RURAL WATER	May 1 - June 1 Airport	06/01/2026	RED ROCK RURAL WATER	225-45127-200	34.00
SOUTH CENTRAL ELECTRIC	4/1/2026-4/30/2026	06/02/2026	Electric Utility	225-45127-381	217.25
SOUTH CENTRAL ELECTRIC	4/1/2026-4/30/2026	06/02/2026	Electric Utility	225-45127-381	314.00

Expense Approval Report

Payment Dates: 5/30/2026 - 6/12/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINDOM PRINTING LLC	T26178	06/02/2026	Hazmat Signs 6 FLAMABLE - 2...	225-45127-404	143.72
Activity 45127 - Airport Total:					708.97
Fund 225 - AIRPORT Total:					708.97
Fund: 230 - POOL					
Activity: 45124 - Pool					
A & B BUSINESS	IN1373941	06/09/2026	Maintenance Contract	230-45124-217	20.21
Activity 45124 - Pool Total:					20.21
Fund 230 - POOL Total:					20.21
Fund: 235 - AMBULANCE					
MN DEPT OF HUMAN SERVICES	1982692141	06/04/2026	Expert Billing Errors	235-34205	7,616.00
Activity: 42153 - Ambulance					7,616.00
QUADIENT LEASING USA, INC	Q2380630	06/01/2026	Lease Payment	235-42153-200	25.04
WEX BANK	May 2026 Ambulance	06/04/2026	AMBULANCE #30	235-42153-212	3,840.86
WEX BANK	May 2026 Ambulance	06/04/2026	AMBULANCE #30	235-42153-212	-50.44
AMAZON CAPITAL SERVICES, I...	1TXC-VP4K-G7NV	06/04/2026	45 Gallon Clear Trash Bags - 40..	235-42153-217	137.20
A & B BUSINESS	IN1373941	06/09/2026	Maintenance Contract	235-42153-217	15.77
LINDE GAS & EQUIPMENT INC.	57061959	06/04/2026	OXYGEN USP AD	235-42153-261	1,370.17
WINDOM AREA HEALTH	734-0024-06-2026-01	06/09/2026	NURSING TRANSFER REIMB	235-42153-312	4,022.73
AT & T MOBILITY	287304392280X06032026	06/08/2026	Wireless	235-42153-321	390.31
EMS MANAGEMENT & CONSU...	LQ-012426	06/09/2026	MGMT SVC - Collections	235-42153-326	852.54
KRISTEN PORATH	05/11-05/21/26	05/26/2026	Ambulance Expense Reimburs...	235-42153-334	127.07
AMBER SVOBODA	5/28/2026	06/08/2026	Ambulance Meals	235-42153-334	42.53
REBEKAH ELLINGSON	5/29/2026 - 6/7/2026	06/09/2026	Ambulance Meals	235-42153-334	139.03
KRISTEN PORATH	5/29/2026 to 6/2/2026	06/08/2026	Ambulance Meals	235-42153-334	84.27
LEESA ARNDT	5/30/2026	06/08/2026	Ambulance Meals	235-42153-334	20.96
JIM AXFORD	5/31/2026	06/08/2026	Ambulance- Meals	235-42153-334	13.97
KELLY BUCKENTIN	5-25-2026	05/25/2026	Ambulance Meals	235-42153-334	14.30
LINDE GAS & EQUIPMENT INC.	57039844	06/08/2026	PKG CYL MAINTENANCE 5 YE...	235-42153-404	983.45
PAUL MARSH	37180	06/09/2026	ENGINE OIL CHANGE UNIT 30	235-42153-405	142.15
PAUL MARSH	37236	06/09/2026	TIRE MOUNT & BALANCE UNIT..	235-42153-405	201.87
Activity 42153 - Ambulance Total:					12,373.78
Fund 235 - AMBULANCE Total:					19,989.78
Fund: 250 - EDA GENERAL					
Activity: 46520 - EDA					
INDOFF, INC	3862260	05/27/2026	Business Source Steno Noteb...	250-46520-200	8.97
QUADIENT LEASING USA, INC	Q2380630	06/01/2026	Lease Payment	250-46520-200	25.03
A & B BUSINESS	IN1373941	06/09/2026	Maintenance Contract	250-46520-217	145.30
VERIZON WIRELESS	6144393623	06/02/2026	Voice	250-46520-321	41.42
CITIZEN PUBLISHING CO	02550	06/09/2026	Help Wanted	250-46520-340	441.40
FORUM COMMUNICATIONS ...	STCOW20526	06/08/2026	EDA Advertising	250-46520-340	175.00
CITIZEN PUBLISHING CO	02550	06/09/2026	Conditional Use	250-46520-350	305.20
COMMISSIONER OF TRANSPOR...	182452	06/09/2026	Yearly Invoice	250-46520-443	210.00
Activity 46520 - EDA Total:					1,352.32
Fund 250 - EDA GENERAL Total:					1,352.32
Fund: 254 - NORTH IND PARK					
Activity: 46520 - EDA					
SOUTH CENTRAL ELECTRIC	4/1/2026-4/30/2026	06/02/2026	Electric Utility	254-46520-381	134.34
Activity 46520 - EDA Total:					134.34
Fund 254 - NORTH IND PARK Total:					134.34
Fund: 309 - 2025 STREET PROJECT					
Activity: 41000 - General Government					
DUININCK	1/1/2026 - 5/22/2026	06/03/2026	Project # 373179	309-41000-480	7,457.50
Activity 41000 - General Government Total:					7,457.50
Fund 309 - 2025 STREET PROJECT Total:					7,457.50

Expense Approval Report

Payment Dates: 5/30/2026 - 6/12/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 401 - GENERAL CAPITAL PROJECTS					
Activity: 49950 - Capital Outlay					
BURBACH AQUATICS, INC.	#09066	05/29/2026	Pool Design	401-49950-509	944.57
Activity 49950 - Capital Outlay Total:					944.57
Fund 401 - GENERAL CAPITAL PROJECTS Total:					944.57

Fund: 601 - WATER

Activity: 49400 - Water					
QUADIENT LEASING USA, INC	Q2380630	06/01/2026	Lease Payment	601-49400-200	25.04
WEX BANK	May 2026 Water	06/01/2026	Water Fuel	601-49400-212	378.84
HAWKINS, INC	7447134	06/05/2026	Chlorine EPA 7870-2 150 LB CY..	601-49400-216	6,468.77
A & B BUSINESS	IN1373941	06/09/2026	Maintenance Contract	601-49400-217	82.91
RED ROCK RURAL WATER	May 1 - June 1 Johnson Auto	06/01/2026	RED ROCK RURAL WATER	601-49400-217	53.75
RUNNINGS SUPPLY, INC	4571610	05/29/2026	SPRAYER SG20 BACKPACK 4.75..	601-49400-227	149.99
MN VALLEY TESTING	1360962	06/08/2026	COLIFORM COLILERT	601-49400-310	77.50
VERIZON WIRELESS	6144393623	06/02/2026	Voice	601-49400-321	91.43
INNOVATIVE SYSTEMS LLC	INV-32213	06/05/2026	Statements Pulled and Normal..	601-49400-322	301.50
INNOVATIVE SYSTEMS LLC	INV-31904	05/29/2026	Innovsurance Annual program ..	601-49400-326	1,026.50
INNOVATIVE SYSTEMS LLC	INV-32043	06/01/2026	Hosted eLation Monthly Soft...	601-49400-326	517.50
INNOVATIVE SYSTEMS LLC	INV-32043	06/01/2026	Hosted eLation Monthly Soft...	601-49400-326	1,091.51
INNOVATIVE SYSTEMS LLC	INV-32213	06/05/2026	Statements Pulled and Normal..	601-49400-326	159.68
CITIZEN PUBLISHING CO	02550	06/09/2026	DYK Hydrant Flushing	601-49400-340	101.70
NEXT STEP BROADCASTING INC	26050151	06/01/2026	: 30 Spot	601-49400-340	98.00
NEXT STEP BROADCASTING INC	26050152	06/01/2026	Spot	601-49400-340	98.00
STANTEC CONSULTING SERVI...	2570767	06/02/2026	Antal, Anastasia	601-49400-386	3,188.00
AUTOMATIC SYSTEMS CO	045021	05/28/2026	TRAVEL AND FIELD SERVICE D...	601-49400-404	2,540.00
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Water	601-49400-408	108.97
GOPHER STATE ONE CALL	6050854	06/03/2026	WDMMUT01 Email Tickets: 99...	601-49400-408	130.95
METRON FARNIER, LLC	992427759	06/09/2026	4in S500D W- i8VNLZ-EXT-LPA...	601-49400-408	2,976.58
CORE & MAIN LP	Z083813	06/04/2026	26" VLV BOX TOP SECTION IM...	601-49400-408	1,127.22
Activity 49400 - Water Total:					20,794.34
Activity: 49950 - Capital Outlay					
THEIN WELL CO.	10060	05/28/2026	WORK DONE 4/6/2026 MOBIL...	601-49950-500	28,869.58
Activity 49950 - Capital Outlay Total:					28,869.58
Fund 601 - WATER Total:					49,663.92

Fund: 602 - SEWER

Activity: 49450 - Sewer					
QUADIENT LEASING USA, INC	Q2380630	06/01/2026	Lease Payment	602-49450-200	25.03
WEX BANK	May 2026 - Sewer	06/01/2026	Sewer- Fuel	602-49450-212	9.21
HAWKINS, INC	7438194	05/28/2026	150 LB Chlorine Cylinder CYL ...	602-49450-216	1,432.49
A & B BUSINESS	IN1373941	06/09/2026	Maintenance Contract	602-49450-217	92.40
RUNNINGS SUPPLY, INC	4557634	06/02/2026	HILLMAN BULK BIN PRODUCTS	602-49450-227	3.96
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Sewer	602-49450-241	75.94
MN VALLEY TESTING	1359360	05/27/2026	BOD CARBONACEOUS	602-49450-310	142.00
MN VALLEY TESTING	1359658	05/28/2026	BOD CARBONACEOUS	602-49450-310	186.80
MN VALLEY TESTING	1359920	05/29/2026	BOD CARBONACEOUS	602-49450-310	186.80
MN VALLEY TESTING	1360545	06/03/2026	BOD CARBONACEOUS	602-49450-310	266.80
MN VALLEY TESTING	1360591	06/03/2026	BOD CARBONACEOUS	602-49450-310	142.00
MN VALLEY TESTING	1360725	06/04/2026	BOD CARBONACEOUS	602-49450-310	266.80
MN VALLEY TESTING	1360902	06/08/2026	BOD CARBONACEOUS	602-49450-310	186.80
VERIZON WIRELESS	6144393623	06/02/2026	Voice	602-49450-321	121.44
INNOVATIVE SYSTEMS LLC	INV-32213	06/05/2026	Statements Pulled and Normal..	602-49450-322	301.50
INNOVATIVE SYSTEMS LLC	INV-31904	05/29/2026	Innovsurance Annual program ..	602-49450-326	1,026.50
INNOVATIVE SYSTEMS LLC	INV-32043	06/01/2026	Hosted eLation Monthly Soft...	602-49450-326	517.50
INNOVATIVE SYSTEMS LLC	INV-32043	06/01/2026	Hosted eLation Monthly Soft...	602-49450-326	1,091.51
INNOVATIVE SYSTEMS LLC	INV-32213	06/05/2026	Statements Pulled and Normal..	602-49450-326	159.68
CITIZEN PUBLISHING CO	02550	06/09/2026	DYK Hydrant Flushing	602-49450-350	101.70
SOUTH CENTRAL ELECTRIC	4/1/2026-4/30/2026	06/02/2026	Electric Utility	602-49450-381	160.15
AMAZON CAPITAL SERVICES, I...	1MRP-VRXY-N16G	06/01/2026	Hotstart Kim TPS101GT10 Seri...	602-49450-404	143.42
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Sewer	602-49450-404	119.99

Expense Approval Report

Payment Dates: 5/30/2026 - 6/12/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
THE INSULATORS LLC	6048	06/03/2026	LABOR	602-49450-404	1,480.00
				Activity 49450 - Sewer Total:	8,240.42
				Fund 602 - SEWER Total:	8,240.42

Fund: 604 - ELECTRIC

ELECTRIC FUND	# 780 Return	06/08/2026	RECEPTACAL SOCKET W/ TAIL...	604-14200	8.55
J. H. LARSON	S103603252.001	05/27/2026	RAB W34M WALLPACK MEDI...	604-14200	990.29
J. H. LARSON	S103620208.001	06/05/2026	INT K122 LOCKING TYPE RECE...	604-14200	154.44
ELECTRIC FUND	1179	06/04/2026	FIBERCRETE BOX PAD 62" X 64...	604-16300	12,808.36
TANTALUS SYSTEMS INC.	32711	05/28/2026	Streetlight Mounted TUNet N...	604-16300	1,529.03
IRBY ELECTRICAL DISTRIBUTOR	S014614498.001	06/03/2026	HILP FSG655636BURT 3-PHASE..	604-16300	2,452.00
					17,942.67

Activity: 49550 - Electric

QUADIENT LEASING USA, INC	Q2380630	06/01/2026	Lease Payment	604-49550-200	25.04
WEX BANK	May 2026 Electric	06/01/2026	Electric Fuel	604-49550-212	1,242.74
RUNNINGS SUPPLY, INC	4567946	05/26/2026	TOUGHSYSTEM 2 ORGANIZER ...	604-49550-217	71.98
BORDER STATES	931828999	05/29/2026	APC J-640 POLYWATER 5-GAL ...	604-49550-217	364.60
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Electric	604-49550-241	294.97
DEPARTMENT OF ENERGY	BFPB000800526	06/04/2026	BASE DEMAND CHARGES	604-49550-263	110,651.60
STAR ENERGY SERVICES LLC	26524	06/08/2026	5/1/2026 Goff Engineering - D...	604-49550-303	390.00
VERIZON WIRELESS	6144393623	06/02/2026	Voice	604-49550-321	80.02
INNOVATIVE SYSTEMS LLC	INV-32213	06/05/2026	Statements Pulled and Normal...	604-49550-322	301.50
OZ GROUP INC	5073176-060126	06/01/2026	Answering Service for June 20...	604-49550-325	79.82
INNOVATIVE SYSTEMS LLC	INV-31904	05/29/2026	Innovsurance Annual program ..	604-49550-326	2,053.00
INNOVATIVE SYSTEMS LLC	INV-32043	06/01/2026	Hosted eLation Monthly Soft...	604-49550-326	1,035.00
INNOVATIVE SYSTEMS LLC	INV-32043	06/01/2026	Hosted eLation Monthly Soft...	604-49550-326	2,176.49
INNOVATIVE SYSTEMS LLC	INV-32213	06/05/2026	Statements Pulled and Normal...	604-49550-326	159.68
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Electric	604-49550-402	29.98
RUNNINGS SUPPLY, INC	4566685	05/21/2026	1/2X3-1/4 GALV EYE BOLT	604-49550-402	87.92
CARQUEST - SMITH AUTO SUP...	002546	05/29/2026	PAF HD 50 50 ANTFRZ 1GAL	604-49550-404	11.45
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Electric	604-49550-406	119.99
RUNNINGS SUPPLY, INC	4566293	05/20/2026	MIRACLE-GRO MOISTURE CO...	604-49550-406	437.94
RUNNINGS SUPPLY, INC	4566298	05/20/2026	QUART PERENNIAL	604-49550-406	13.98
RUNNINGS SUPPLY, INC	4566726	05/21/2026	PREMIUM ANNUAL 4 PACK	604-49550-406	63.28
ELECTRIC FUND	1180	06/04/2026	GTAP-2(B72) Splice 14-2/0787...	604-49550-408	30.34
MN DEPT OF COMMERCE	#1000055470	06/05/2026	CIP Facilities Energy Efficiency	604-49550-433	317.52
MN DEPT OF COMMERCE	#1000055470	06/05/2026	CIP Facilities Energy Efficiency	604-49550-450	782.18
WINDOM AREA DEVELOPMEN....	June 2026	05/20/2026	Industrial Development	604-49550-491	1,200.00
				Activity 49550 - Electric Total:	122,021.02
				Fund 604 - ELECTRIC Total:	139,963.69

Fund: 609 - LIQUOR STORE

AH HERMEL COMPANY	C97136	05/22/2026	KICKASS SPICY PICKLED ASPA...	609-37815	-24.99
					-24.99

Activity: 49751 - Liquor Store

QUADIENT LEASING USA, INC	Q2380630	06/01/2026	Lease Payment	609-49751-200	25.04
VESTIS GROUP, INC	2560498991	06/04/2026	BAG STAND TALL	609-49751-211	77.63
AH HERMEL COMPANY	1119683/1119683	06/03/2026	DROP CHARGE 1-EACH/51001	609-49751-217	41.00
A & B BUSINESS	IN1373941	06/09/2026	Maintenance Contract	609-49751-217	26.25
VINOCOPIA, INC	0395652-IN	06/03/2026	Cape Horn Marine Bourbon E...	609-49751-251	150.42
JOHNSON BROS.	1062276	06/01/2026	Liquor Store- Delivery	609-49751-251	4,304.00
JOHNSON BROS.	1062278	06/01/2026	Liquor Store-Delivery	609-49751-251	335.00
JOHNSON BROS.	1067669	06/08/2026	Ancient Age Bourbon 1.75l/6	609-49751-251	1,353.33
DOLL DISTRIBUTING, LLC	2052214	05/28/2026	BEATBOX BLUE RAZZ 500	609-49751-251	122.94
DOLL DISTRIBUTING, LLC	2058492	06/04/2026	BIG GRV EASY EDDY 6PK	609-49751-251	423.74
DOLL DISTRIBUTING, LLC	2058541	06/04/2026	GB VODKA 50ML	609-49751-251	-116.00
SOUTHERN GLAZER'S OF MN	2763192	06/01/2026	Liquor Store Delivery	609-49751-251	10,523.92
SOUTHERN GLAZER'S OF MN	2765907	06/04/2026	APEROL APERITIVO 22	609-49751-251	625.83
BEVERAGE WHOLESALERS	437832	06/04/2026	AO 2/12NR CRISP APPLE	609-49751-251	2,009.80
PHILLIPS WINE & SPIRITS	5180317	06/01/2026	Liquor Store- Delivery	609-49751-251	337.50

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Payment Dates: 5/30/2026 - 6/12/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PHILLIPS WINE & SPIRITS	5180318	06/01/2026	Liquor Store- Delivery	609-49751-251	138.27
PHILLIPS WINE & SPIRITS	5180319	06/01/2026	Liquor Store- Delivery	609-49751-251	738.41
PHILLIPS WINE & SPIRITS	5183918	06/08/2026	Clase Azul Reposado Tequila 7...	609-49751-251	3,604.59
BEVERAGE WHOLESALERS	733323	05/27/2026	STRONGBOW 4/6NR GOLD AP...	609-49751-251	255.10
DOLL DISTRIBUTING, LLC	2052213	05/28/2026	BUSCH LT 1/2 BBL	609-49751-252	152.00
DOLL DISTRIBUTING, LLC	2052214	05/28/2026	BEATBOX BLUE RAZZ 500	609-49751-252	11,976.10
DOLL DISTRIBUTING, LLC	2058492	06/04/2026	BIG GRV EASY EDDY 6PK	609-49751-252	4,372.35
DOLL DISTRIBUTING, LLC	2061343	06/08/2026	BUSCH LT 1/2 BBL	609-49751-252	152.00
ARTISAN BEER COMPANY	3861041	06/08/2026	Firestone 805 Cerveza 4/6pk ...	609-49751-252	64.25
BEVERAGE WHOLESALERS	437832	06/04/2026	A0 2/12NR CRISP APPLE	609-49751-252	7,516.75
BEVERAGE WHOLESALERS	733323	05/27/2026	STRONGBOW 4/6NR GOLD AP...	609-49751-252	12,511.60
JOHNSON BROS.	1062277	06/01/2026	Liquor Store- Delivery	609-49751-253	91.80
JOHNSON BROS.	1062279	06/01/2026	Liquor Store- Delivery	609-49751-253	86.00
JOHNSON BROS.	1067670	06/08/2026	Andre Brut 750ml/12	609-49751-253	420.75
DOLL DISTRIBUTING, LLC	2052214	05/28/2026	BEATBOX BLUE RAZZ 500	609-49751-253	326.00
DOLL DISTRIBUTING, LLC	2058492	06/04/2026	BIG GRV EASY EDDY 6PK	609-49751-253	33.60
SOUTHERN GLAZER'S OF MN	2763193	06/01/2026	Liquor Store Delivery	609-49751-253	926.09
SOUTHERN GLAZER'S OF MN	2765908	06/04/2026	FRANZIA PINOT NOIR BIB ITE...	609-49751-253	59.84
PHILLIPS WINE & SPIRITS	5180320	06/01/2026	Liquor Store- Delivery	609-49751-253	152.50
PHILLIPS WINE & SPIRITS	5183919	06/08/2026	Joel Gott Light Bubbles Sauv B...	609-49751-253	206.70
WINE MERCHANTS	7566193	06/01/2026	Liquor Store- Delivery	609-49751-253	180.32
PBC - PEPSI BEVERAGES COM...	#90099812	06/03/2026	200Z PL 1/24S PEPSI 0 12000...	609-49751-254	488.68
ATLANTIC COCA-COLA	1000127574	06/01/2026	Liquor Store Delivery	609-49751-254	342.79
JOHNSON BROS.	1067670	06/08/2026	Andre Brut 750ml/12	609-49751-254	48.00
AH HERMEL COMPANY	1119683/1119683	06/03/2026	DROP CHARGE 1-EACH/51001	609-49751-254	83.38
RED BULL DISTRIBUTION CO, I...	5023262440	06/03/2026	RED BULL 8.40Z 4PK	609-49751-254	138.70
PHILLIPS WINE & SPIRITS	5180320	06/01/2026	Liquor Store- Delivery	609-49751-254	87.60
PHILLIPS WINE & SPIRITS	5183919	06/08/2026	Joel Gott Light Bubbles Sauv B...	609-49751-254	64.00
BEVERAGE WHOLESALERS	733323	05/27/2026	STRONGBOW 4/6NR GOLD AP...	609-49751-254	20.00
HOME CITY ICE COMPANY	7575260241	05/27/2026	-3 7 lb bagged ice UPC# 0 733...	609-49751-257	-32.20
HOME CITY ICE COMPANY	7575260242	05/27/2026	delivery charge UPC: 0733092...	609-49751-257	495.60
HOME CITY ICE COMPANY	7575260405	06/09/2026	Liquor Store- Ice	609-49751-257	234.09
ARTISAN BEER COMPANY	3861042	06/08/2026	Daizy's Blueberry Lemonade1...	609-49751-258	390.00
DOLL DISTRIBUTING, LLC	2052212	05/28/2026	ELYSIAN NA EASY DUST	609-49751-259	-22.44
DOLL DISTRIBUTING, LLC	2052214	05/28/2026	BEATBOX BLUE RAZZ 500	609-49751-259	375.75
DOLL DISTRIBUTING, LLC	2058492	06/04/2026	BIG GRV EASY EDDY 6PK	609-49751-259	43.20
BEVERAGE WHOLESALERS	437832	06/04/2026	A0 2/12NR CRISP APPLE	609-49751-259	32.65
BEVERAGE WHOLESALERS	733323	05/27/2026	STRONGBOW 4/6NR GOLD AP...	609-49751-259	159.30
AH HERMEL COMPANY	1119683/1119683	06/03/2026	DROP CHARGE 1-EACH/51001	609-49751-261	15.63
VINOCOPIA, INC	0395652-IN	06/03/2026	Cape Horn Marine Bourbon E...	609-49751-333	2.50
JOHNSON BROS.	1062276	06/01/2026	Liquor Store- Delivery	609-49751-333	141.37
JOHNSON BROS.	1062277	06/01/2026	Liquor Store- Delivery	609-49751-333	4.22
JOHNSON BROS.	1062278	06/01/2026	Liquor Store-Delivery	609-49751-333	14.77
JOHNSON BROS.	1062279	06/01/2026	Liquor Store- Delivery	609-49751-333	2.11
JOHNSON BROS.	1067669	06/08/2026	Ancient Age Bourbon 1.75l/6	609-49751-333	21.10
JOHNSON BROS.	1067670	06/08/2026	Andre Brut 750ml/12	609-49751-333	17.06
AH HERMEL COMPANY	1119683/1119683	06/03/2026	DROP CHARGE 1-EACH/51001	609-49751-333	8.95
DOLL DISTRIBUTING, LLC	2052214	05/28/2026	BEATBOX BLUE RAZZ 500	609-49751-333	7.00
DOLL DISTRIBUTING, LLC	2058492	06/04/2026	BIG GRV EASY EDDY 6PK	609-49751-333	7.00
SOUTHERN GLAZER'S OF MN	2763192	06/01/2026	Liquor Store Delivery	609-49751-333	175.53
SOUTHERN GLAZER'S OF MN	2763193	06/01/2026	Liquor Store Delivery	609-49751-333	32.80
SOUTHERN GLAZER'S OF MN	2765907	06/04/2026	APEROL APERITIVO 22	609-49751-333	15.03
SOUTHERN GLAZER'S OF MN	2765908	06/04/2026	FRANZIA PINOT NOIR BIB ITE...	609-49751-333	2.05
PHILLIPS WINE & SPIRITS	5180317	06/01/2026	Liquor Store- Delivery	609-49751-333	6.33
PHILLIPS WINE & SPIRITS	5180318	06/01/2026	Liquor Store- Delivery	609-49751-333	0.35
PHILLIPS WINE & SPIRITS	5180319	06/01/2026	Liquor Store- Delivery	609-49751-333	9.45
PHILLIPS WINE & SPIRITS	5180320	06/01/2026	Liquor Store- Delivery	609-49751-333	10.55
PHILLIPS WINE & SPIRITS	5183918	06/08/2026	Clase Azul Reposado Tequila 7...	609-49751-333	38.68
PHILLIPS WINE & SPIRITS	5183919	06/08/2026	Joel Gott Light Bubbles Sauv B...	609-49751-333	8.62
BEVERAGE WHOLESALERS	733323	05/27/2026	STRONGBOW 4/6NR GOLD AP...	609-49751-333	5.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINE MERCHANTS	7566193	06/01/2026	Liquor Store- Delivery	609-49751-333	3.70
HOME CITY ICE COMPANY	7575260242	05/27/2026	delivery charge UPC: 0733092...	609-49751-333	4.00
HOME CITY ICE COMPANY	7575260405	06/09/2026	Liquor Store- Ice	609-49751-333	5.00
NEXT STEP BROADCASTING INC	26050355	06/02/2026	Package	609-49751-340	127.50
NEXT STEP BROADCASTING INC	26050356	06/02/2026	Package	609-49751-340	51.00
NEXT STEP BROADCASTING INC	26050357	06/02/2026	: 30 Sponsorship	609-49751-340	265.20
NEXT STEP BROADCASTING INC	26050358	06/02/2026	: 30 Sponsorship	609-49751-340	40.80
NEXT STEP BROADCASTING INC	26050359	06/02/2026	Spot	609-49751-340	204.00
NEXT STEP BROADCASTING INC	26050360	06/02/2026	Package	609-49751-340	229.50
CITIZEN PUBLISHING CO	May 2026 Liquor Store	06/05/2026	Balance Forward	609-49751-340	975.00
JAMIE BAH	003267	06/05/2026	Sophos Endpoint - User - 1-9 u...	609-49751-433	400.40
Activity 49751 - Liquor Store Total:					70,006.72
Fund 609 - LIQUOR STORE Total:					69,981.73

Fund: 614 - TELECOM

TRUIST GOVERNMENTAL FIN...	99230024800001 6/1/2026	05/13/2026	Principal	614-23100	643,000.00
					643,000.00

Activity: 49870 - Telecom

QUADIENT LEASING USA, INC	Q2380630	06/01/2026	Lease Payment	614-49870-200	25.04
CITY LAUNDERING CO.	2238755	05/22/2026	36" MOP FRAME	614-49870-211	28.92
CITY LAUNDERING CO.	2243671	06/08/2026	36" MOP FRAME	614-49870-211	30.67
WEX BANK	May 2026 Telecom	06/01/2026	Telecom- Fuel	614-49870-212	220.10
A & B BUSINESS	IN1373941	06/09/2026	Maintenance Contract	614-49870-217	54.44
AMAZON CAPITAL SERVICES, I...	1DQG-3GMJ-C97Q	05/18/2026	Hushee 4 Pcs Screw Organizer...	614-49870-227	216.10
RUNNINGS SUPPLY, INC	4562798	05/14/2026	PURPLE POWER DEGREASER ...	614-49870-227	23.97
SCHRAMEL LAW OFFICE	May 2026	06/03/2026	SCHRAMEL LAW OFFICE	614-49870-304	975.00
VERIZON WIRELESS	6144393623	06/02/2026	Voice	614-49870-321	247.10
INNOVATIVE SYSTEMS LLC	INV-32213	06/05/2026	Statements Pulled and Normal...	614-49870-322	301.50
INNOVATIVE SYSTEMS LLC	INV-31904	05/29/2026	Innovsurance Annual program ..	614-49870-326	2,053.00
INNOVATIVE SYSTEMS LLC	INV-32043	06/01/2026	Hosted eLation Monthly Soft...	614-49870-326	1,035.00
INNOVATIVE SYSTEMS LLC	INV-32043	06/01/2026	Hosted eLation Monthly Soft...	614-49870-326	2,426.49
INNOVATIVE SYSTEMS LLC	INV-32213	06/05/2026	Statements Pulled and Normal...	614-49870-326	159.68
NEUSTAR INFORMATION SERV...	L-0000054511	06/08/2026	Windomnet	614-49870-326	13.75
NEXT STEP BROADCASTING INC	26050432	06/01/2026	Package	614-49870-340	79.05
NEXT STEP BROADCASTING INC	26050433	06/01/2026	Package	614-49870-340	79.05
CITIZEN PUBLISHING CO	02550	06/09/2026	Windomnet Advertising	614-49870-350	189.90
ELITE MECHANICAL SYSTEMS ...	38894	05/27/2026	Labor	614-49870-404	802.00
ELITE MECHANICAL SYSTEMS ...	38945	05/27/2026	Labor	614-49870-404	140.00
ELITE MECHANICAL SYSTEMS ...	38949	05/27/2026	Labor	614-49870-404	135.00
ELITE MECHANICAL SYSTEMS ...	38956	05/27/2026	Labor	614-49870-404	268.73
ELITE MECHANICAL SYSTEMS ...	38957	05/27/2026	Labor	614-49870-404	135.00
ELITE MECHANICAL SYSTEMS ...	38958	05/27/2026	Labor	614-49870-404	135.00
KULSETH LAWN LANDSCAPE &...	6528	05/21/2026	Snow Removal	614-49870-406	885.00
ODDSON UNDERGROUND INC	2026-052	05/22/2026	Site Work Fiber Relocation	614-49870-408	1,400.00
ECOMMUNITY SFN LLC	1399	05/26/2026	Windomnet Basic	614-49870-442	21,130.80
ECOMMUNITY SFN LLC	1430	05/26/2026	Windomnet Basic	614-49870-442	20,902.20
ECOMMUNITY SFN LLC	1462	06/01/2026	Windomnet Basic	614-49870-442	20,743.80
ARVIG ENTERPRISES, INC	356323	06/02/2026	HEADEND SERVICES APR 2026 ..	614-49870-442	174.00
CONSOLIDATED COMMUNICA...	6/1/2026 - 6/30/2026	06/09/2026	Sw Eth Inter 1G	614-49870-442	1,459.95
CONSOLIDATED CALL CENTER ...	29213	06/02/2026	Directory Assistance	614-49870-445	127.50
1623 FARNAM LLC	00013331	06/03/2026	1795.IXPORT.ZAYO-113.0103...	614-49870-447	200.00
ZAYO GROUP, LLC	2026060045189	06/03/2026	7/1/2026-7/31/2026 Internet ...	614-49870-447	1,950.00
MANKATO NETWORKS, LLC	390711	05/20/2026	Juniper Care Next Day Support..	614-49870-447	15,579.74
HURRICANE ELECTRIC LLC	98587955-IN	06/01/2026	Transit Service Monthly Fee-- ...	614-49870-447	4,100.00
GOLDEN WEST TECH & INT SO...	40002776	06/01/2026	Help Desk Support	614-49870-448	99.60
Activity 49870 - Telecom Total:					98,527.08

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Activity: 49980 - Debt Service					
TRUIST GOVERNMENTAL FIN...	99230024800001 6/1/2026	05/13/2026	Principal	614-49980-611	46,722.00
Activity 49980 - Debt Service Total:					46,722.00
Fund 614 - TELECOM Total:					788,249.08
Fund: 615 - ARENA					
Activity: 49850 - Arena					
QUADIENT LEASING USA, INC	Q2380630	06/01/2026	Lease Payment	615-49850-200	25.03
JCL SOLUTIONS - JANITORS CL...	2036663	05/29/2026	ARENA - CLEANING SUPPLIES	615-49850-211	527.07
WEX BANK	Arena- Fuel	06/08/2026	Arena Motor Fuels	615-49850-212	341.78
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Arena	615-49850-215	21.99
SCOTT VEENKER	32605	06/02/2026	ARENA-MATERIALS	615-49850-215	1,372.30
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Arena	615-49850-217	89.97
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Arena	615-49850-217	17.99
RUNNINGS SUPPLY, INC	2026 RUNNINGS MAY	06/02/2026	Arena	615-49850-217	21.99
A & B BUSINESS	IN1373941	06/09/2026	Maintenance Contract	615-49850-217	40.84
VERIZON WIRELESS	6144393623	06/02/2026	Voice	615-49850-321	80.70
Activity 49850 - Arena Total:					2,539.66
Activity: 49950 - Capital Outlay					
DELL MARKETING L.P.	10875360298	05/29/2026	ARENA - CAPITAL OUTLAY	615-49950-500	998.97
Activity 49950 - Capital Outlay Total:					998.97
Fund 615 - ARENA Total:					3,538.63
Fund: 617 - M/P CENTER					
Activity: 49860 - M/P Center					
QUADIENT LEASING USA, INC	Q2380630	06/01/2026	Lease Payment	617-49860-200	25.04
INDOFF, INC	3862259	05/29/2026	WCC. COMM CENTER- CLEAN...	617-49860-211	27.99
A & B BUSINESS	IN1373941	06/09/2026	Maintenance Contract	617-49860-217	110.25
BEVERAGE WHOLESALERS	434587	06/01/2026	WWC -COMMUNITY CENTER -...	617-49860-252	57.35
VERIZON WIRELESS	6144393623	06/02/2026	Voice	617-49860-321	41.42
BEVERAGE WHOLESALERS	434587	06/01/2026	WWC - COMMUNITY CENTER -...	617-49860-333	10.00
NEW TEC, INC	NWO-504286	06/01/2026	WWC-COMMUNITY CENTER - ...	617-49860-402	338.16
MN DEPT OF HEALTH	1145252	06/01/2026	WWC- COMMUNITY CENTER -...	617-49860-460	50.00
Activity 49860 - M/P Center Total:					660.21
Fund 617 - M/P CENTER Total:					660.21
Fund: 700 - PAYROLL					
Internal Revenue Service-Payr...	INV0002821	06/12/2026	Federal Tax Withholding	700-21701	12,205.17
MN Department of Revenue - ...	INV0002822	06/12/2026	State Withholding	700-21702	6,763.56
Internal Revenue Service-Payr...	INV0002821	06/12/2026	Social Security	700-21703	15,208.54
MN Pera	INV0002819	06/12/2026	PERA	700-21704	938.50
MN Pera	INV0002819	06/12/2026	PERA	700-21704	11,496.81
MN Pera	INV0002819	06/12/2026	PERA	700-21704	17,100.06
MN State Deferred	INV0002820	06/12/2026	Deferred Compensation	700-21705	3,055.00
MN State Deferred	INV0002820	06/12/2026	Deferred Roth	700-21705	1,272.00
LAW ENFORCEMENT LABOR S... June 2026		06/01/2026	Full-Time Licensed Membersh...	700-21708	584.00
Internal Revenue Service-Payr...	INV0002821	06/12/2026	Medicare Withholding	700-21711	4,627.54
WEX Health Inc	5/22/2026	05/27/2026	Flex Spending	700-21712	79.98
WEX Health Inc	INV0002818	06/12/2026	HSA Employee Contribution	700-21723	917.71
BLUE CROSS/BLUE SHIELD	260601163438	06/02/2026	Premium Summary Ending M...	700-21726	170.02
					74,418.89
Fund 700 - PAYROLL Total:					74,418.89
Grand Total:					1,203,681.46

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	36,025.85
211 - LIBRARY	2,331.35
225 - AIRPORT	708.97
230 - POOL	20.21
235 - AMBULANCE	19,989.78
250 - EDA GENERAL	1,352.32
254 - NORTH IND PARK	134.34
309 - 2025 STREET PROJECT	7,457.50
401 - GENERAL CAPITAL PROJECTS	944.57
601 - WATER	49,663.92
602 - SEWER	8,240.42
604 - ELECTRIC	139,963.69
609 - LIQUOR STORE	69,981.73
614 - TELECOM	788,249.08
615 - ARENA	3,538.63
617 - M/P CENTER	660.21
700 - PAYROLL	74,418.89
Grand Total:	1,203,681.46

Account Summary

Account Number	Account Name	Payment Amount
100-41110-350	Printing & Design	196.10
100-41310-200	Office Supplies	31.03
100-41310-217	Other Operating Supplies	501.41
100-41310-350	Printing & Design	198.00
100-41910-200	Office Supplies	34.00
100-41910-212	Motor Fuels	119.72
100-41910-217	Other Operating Supplies	145.31
100-41910-321	Telephone	41.42
100-41910-350	Printing & Design	254.25
100-41910-405	Repairs & Maint - Vehicle	488.38
100-41940-406	Repairs & Maint - Groun...	2,382.00
100-42120-200	Office Supplies	146.91
100-42120-212	Motor Fuels	2,871.71
100-42120-305	Medical & Dental Fees	130.00
100-42120-308	Training & Registrations	795.00
100-42120-321	Telephone	897.68
100-42120-323	Radio Units	120.00
100-42120-340	Advertising & Promotions	305.00
100-42120-364	Insurance - Worker's Co...	250.00
100-42120-405	Repairs & Maint - Vehicle	154.97
100-42120-480	Other Miscellaneous	134.94
100-42220-211	Cleaning Supplies	118.58
100-42220-212	Motor Fuels	946.18
100-42220-215	Materials & Equipment	29.94
100-42220-308	Training & Registrations	6,475.00
100-42220-405	Repairs & Maint - Vehicle	442.82
100-42700-300	Charges for Services	145.88
100-43100-200	Office Supplies	25.03
100-43100-212	Motor Fuels	2,317.87
100-43100-216	Chemicals and Chemical ...	29.05
100-43100-217	Other Operating Supplies	16.68
100-43100-224	Street Maint Materials	2,742.39
100-43100-241	Small Tools	111.34
100-43100-321	Telephone	42.25
100-43100-350	Printing & Design	203.50
100-43100-404	Repairs & Maint - M&E	94.98

Account Summary

Account Number	Account Name	Payment Amount
100-43100-439	Special Projects	2,112.00
100-43210-340	Advertising & Promotions	5,893.21
100-43210-384	Refuse Disposal	3,522.50
100-45120-200	Office Supplies	25.03
100-45120-217	Other Operating Supplies	20.21
100-45202-200	Office Supplies	25.03
100-45202-212	Motor Fuels	110.31
100-45202-216	Chemicals and Chemical ...	201.65
100-45202-404	Repairs & Maint - M&E	176.59
211-45501-217	Other Operating Supplies	165.13
211-45501-350	Printing & Design	402.00
211-45501-402	Repairs & Maint - Struct...	723.50
211-45501-406	Repairs & Maint - Groun...	988.00
211-45501-435	Books and Pamphlets	52.72
225-45127-200	Office Supplies	34.00
225-45127-381	Electric Utility	531.25
225-45127-404	Repairs & Maint - M&E	143.72
230-45124-217	Other Operating Supplies	20.21
235-34205	Ambulance Revenues - U...	7,616.00
235-42153-200	Office Supplies	25.04
235-42153-212	Motor Fuels	3,790.42
235-42153-217	Other Operating Supplies	152.97
235-42153-261	Other Merchandise-Med...	1,370.17
235-42153-312	Nursing	4,022.73
235-42153-321	Telephone	390.31
235-42153-326	Data Processing	852.54
235-42153-334	Meals/Lodging	442.13
235-42153-404	Repairs & Maint - M&E	983.45
235-42153-405	Repairs & Maint - Vehicle	344.02
250-46520-200	Office Supplies	34.00
250-46520-217	Other Operating Supplies	145.30
250-46520-321	Telephone	41.42
250-46520-340	Advertising & Promotions	616.40
250-46520-350	Printing & Design	305.20
250-46520-443	Intergovernmental Fees	210.00
254-46520-381	Electric Utility	134.34
309-41000-480	Other Miscellaneous	7,457.50
401-49950-509	Capital Outlay - Administ...	944.57
601-49400-200	Office Supplies	25.04
601-49400-212	Motor Fuels	378.84
601-49400-216	Chemicals and Chemical ...	6,468.77
601-49400-217	Other Operating Supplies	136.66
601-49400-227	Utility System Maint Sup...	149.99
601-49400-310	Lab Testing	77.50
601-49400-321	Telephone	91.43
601-49400-322	Postage	301.50
601-49400-326	Data Processing	2,795.19
601-49400-340	Advertising & Promotions	297.70
601-49400-386	Landfill	3,188.00
601-49400-404	Repairs & Maint - M&E	2,540.00
601-49400-408	Repairs & Maint - Distrib...	4,343.72
601-49950-500	Capital Outlay	28,869.58
602-49450-200	Office Supplies	25.03
602-49450-212	Motor Fuels	9.21
602-49450-216	Chemicals and Chemical ...	1,432.49
602-49450-217	Other Operating Supplies	92.40
602-49450-227	Utility System Maint Sup...	3.96
602-49450-241	Small Tools	75.94

Account Summary

Account Number	Account Name	Payment Amount
602-49450-310	Lab Testing	1,378.00
602-49450-321	Telephone	121.44
602-49450-322	Postage	301.50
602-49450-326	Data Processing	2,795.19
602-49450-350	Printing & Design	101.70
602-49450-381	Electric Utility	160.15
602-49450-404	Repairs & Maint - M&E	1,743.41
604-14200	Inventory	1,153.28
604-16300	Improvements Other Th...	16,789.39
604-49550-200	Office Supplies	25.04
604-49550-212	Motor Fuels	1,242.74
604-49550-217	Other Operating Supplies	436.58
604-49550-241	Small Tools	294.97
604-49550-263	Merchandise for Resale -...	110,651.60
604-49550-303	Engineering and Surveyi...	390.00
604-49550-321	Telephone	80.02
604-49550-322	Postage	301.50
604-49550-325	Dispatching	79.82
604-49550-326	Data Processing	5,424.17
604-49550-402	Repairs & Maint - Struct...	117.90
604-49550-404	Repairs & Maint - M&E	11.45
604-49550-406	Repairs & Maint - Groun...	635.19
604-49550-408	Repairs & Maint - Distrib...	30.34
604-49550-433	Dues & Subscriptions	317.52
604-49550-450	Conservation	782.18
604-49550-491	Payments to Other Orga...	1,200.00
609-37815	Liquor Store Other Merc...	-24.99
609-49751-200	Office Supplies	25.04
609-49751-211	Cleaning Supplies	77.63
609-49751-217	Other Operating Supplies	67.25
609-49751-251	Liquor	24,806.85
609-49751-252	Beer	36,745.05
609-49751-253	Wine	2,483.60
609-49751-254	Soft Drinks & Mix	1,273.15
609-49751-257	Ice	697.49
609-49751-258	Liquor Store THC	390.00
609-49751-259	Non- Alcoholic	588.46
609-49751-261	Other Merchandise	15.63
609-49751-333	Freight and Express	543.17
609-49751-340	Advertising & Promotions	1,893.00
609-49751-433	Dues & Subscriptions	400.40
614-23100	Bond Payable - Noncurr...	643,000.00
614-49870-200	Office Supplies	25.04
614-49870-211	Cleaning Supplies	59.59
614-49870-212	Motor Fuels	220.10
614-49870-217	Other Operating Supplies	54.44
614-49870-227	Utility System Maint Sup...	240.07
614-49870-304	Legal Fees	975.00
614-49870-321	Telephone	247.10
614-49870-322	Postage	301.50
614-49870-326	Data Processing	5,687.92
614-49870-340	Advertising & Promotions	158.10
614-49870-350	Printing & Design	189.90
614-49870-404	Repairs & Maint - M&E	1,615.73
614-49870-406	Repairs & Maint - Groun...	885.00
614-49870-408	Repairs & Maint - Distrib...	1,400.00
614-49870-442	Subscriber Fees	64,410.75
614-49870-445	Switch Fees	127.50

Account Summary

Account Number	Account Name	Payment Amount
614-49870-447	Internet Expense	21,829.74
614-49870-448	On-Call Support	99.60
614-49980-611	Bond Interest	46,722.00
615-49850-200	Office Supplies	25.03
615-49850-211	Cleaning Supplies	527.07
615-49850-212	Motor Fuels	341.78
615-49850-215	Materials & Equipment	1,394.29
615-49850-217	Other Operating Supplies	170.79
615-49850-321	Telephone	80.70
615-49950-500	Capital Outlay	998.97
617-49860-200	Office Supplies	25.04
617-49860-211	Cleaning Supplies	27.99
617-49860-217	Other Operating Supplies	110.25
617-49860-252	Beer	57.35
617-49860-321	Telephone	41.42
617-49860-333	Freight and Express	10.00
617-49860-402	Repairs & Maint - Struct...	338.16
617-49860-460	Miscellaneous Taxes	50.00
700-21701	Federal Withholding	12,205.17
700-21702	State Withholding	6,763.56
700-21703	FICA Tax Withholding	15,208.54
700-21704	PERA Contributions	29,535.37
700-21705	Retirement	4,327.00
700-21708	PD Union Dues	584.00
700-21711	Medicare Tax Withholdi...	4,627.54
700-21712	Flex Account	79.98
700-21723	HSA Employee Contribut...	917.71
700-21726	Vision Insurance	170.02

Grand Total:1,203,681.46**Project Account Summary**

Project Account Key
 None

Grand Total:**Payment Amount**1,203,681.46

1,203,681.46 ✓

6/12/26

**Memorandum of Understanding Between the City of Windom and Independent School District #177
for Grant Funding of Soaring Eagles Child Care Center**

The City of Windom, Minnesota herein "City" and Windom Area School District herein "School" are both political subdivisions of the State of Minnesota. The City of Windom applied for State funding through the Department of Employment and Economic Development (DEED) to support the creation of a new child care center known as "Soaring Eagles" which is located in a School-owned building at ~~60~~10th Street, Windom, MN.

Whereas the City has been awarded \$100,000.00 through a DEED grant for the renovations of the Soaring Eagles Child Care Center; and

Whereas, the City and School are working cooperatively on providing funding for Soaring Eagles; and

Whereas, the School is the owner of the Soaring Eagles Child Care Center land and building; and

Whereas, the School has engaged an architect and will be contracting for and responsible for the construction and renovations for the Soaring Eagles Child Care Center.

1. The City is the recipient of the DEED grant for up to \$100,000 thorough reimbursement to School, as a subrecipient, for eligible costs incurred for the Soaring Eagles Child Care Center. All costs shall be documented and submitted by the School to the City for verification and submittal to DEED.
2. Upon reimbursement from DEED for draws made on the grant, City shall then reimburse School. At no time will the City, without approval by its governing body, provide funding to Soaring Eagles Child Care Center under this agreement without funds being received from DEED. This agreement is not to create a financial liability on City.
3. School and City agree to work cooperatively to successfully complete the project scope as outlined in the DEED grant agreement and both parties agree to comply with all the terms and conditions of the DEED grant agreement (attached as Exhibit A). Said cooperation shall include participating in all reporting, audit, inspection or other activities required by the DEED grant agreement.
4. Matching funds for the Soaring Eagles Child Care Center provided by the Windom Area Foundation will be drawn by School and documented to DEED as required. Matching fund requirements are not the fiscal responsibility of the City.

City of Windom

6/5/26

Jamie Frank
Windom Area School District #177



This Grant Agreement is between the State of Minnesota, acting through its Department of Employment and Economic Development ("DEED") and City of Windom, 444 9th Street, Windom, MN 56101 ("Grantee").

Recitals

1. Under Minnesota Statutes 116J.035 and Laws of Minnesota 2025 1st Special Session, Chapter 6, Article 1, Section 2, Subd. 2(j) DEED is empowered to enter into this Grant Agreement.
2. DEED is in need of organizations to implement projects to increase the supply of quality child care providers in order to support regional economic development .
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of DEED.

Grant Agreement

1 Term of Grant Agreement

1.1 Effective Date. June 1, 2026, or the date DEED obtains all required signatures, whichever is later.

Per Minnesota Statutes § 16B.98, Subd. 5, the Grantee must not begin work until this Grant Agreement is fully executed and DEED's Authorized Representative has notified the Grantee that work may commence.

Per Minnesota Statutes § 16B.98 Subd. 7, no payments will be made to the Grantee until this Grant Agreement is fully executed.

1.2 Expiration Date.

June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Grant Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2 Specifications, Duties, and Scope of Work

The Grantee shall comply with all applicable grants management policies and procedures set forth through Minnesota Statutes § 16B.97, subd. 4 (a).

The Grantee will perform the services outlined in Exhibit A: Work Plan, which is attached and incorporated into this grant agreement.

3 Time

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by DEED's Authorized Representative that the Grantee has not complied with the terms of the Grant Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. DEED is not obligated to extend the grant period.



4 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Agreement shall be paid by DEED as follows: within 30 days of the end of reimbursement period.

4.1 Compensation. The total obligation of DEED under this Grant Agreement, including all compensation and reimbursements, is not to exceed \$100,000, which shall be paid in accordance with the terms outlined in Exhibit B: Budget, which is attached and incorporated into this Grant Agreement.

4.2 Administrative Costs. Grantee administrative costs must be necessary and reasonable and will not exceed the amount designated in Exhibit B: Budget.

4.3 Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Agreement will not exceed the amount designated in Exhibit B: Budget. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received DEED's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of Minnesota Management and Budget.

4.4 Invoices. Payments shall be made by DEED after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by DEED's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by DEED, and according to the following schedule: within 30 days of the end of the reimbursement period.

4.5 Unexpended Funds. The Grantee must promptly return to DEED any unexpended funds that have not been accounted for in a financial report to DEED.

5 Conditions of Payment

All services provided by the Grantee under this Grant Agreement must be performed to DEED's satisfaction, as determined at the sole discretion of DEED's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by DEED to be unsatisfactory or performed in violation of federal, state, or local law. Payments shall not be made on grants with past due progress reports or missing required documentation, unless the state agency has given the grantee a written extension.

6 Contracting and Bidding Requirements

6.1 The Grantee is required to comply with Minnesota Statutes § 471.345, Uniform Municipal Contracting Law.

6.2 The Grantee and any subrecipients must comply with applicable prevailing wage requirements.

Prevailing wage rates are required to be paid on an economic development project site if that project receives or will be receiving state financial assistance in the form of a grant where a single business receives \$200,000 or more of the grant proceeds, a loan or the guaranty or purchase of a loan if a single business receives \$500,000 or more of the loan proceeds, or certain tax incentives, per Minn. Stat. § 116J.871. For economic development projects subject to the prevailing wage requirements in Minn. Stat. § 116J.871, Grantee must ensure that Grantee and all contractors and subcontractors comply with applicable prevailing wage requirements including submitting all required certified payroll records, as described in the attached "Prevailing Wage Certification – Minn. Stat. § 116J.871", and to the following email address: wagedata.deed@state.mn.us.

6.3 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.

6.4 The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

7 Authorized Representatives

7.1 DEED's Authorized Representative Brandon Toner, Director, 180 E. 5th St, Saint Paul, MN, 55101, 651.259.7040, brandon.toner@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Agreement. If the services are satisfactory, DEED's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 The Grantee's Authorized Representative is Steve Nasby, City Administrator, 444 9th Street, Windom, MN 56101, steve.nasby@windommn.com, 507-832-8650, or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify DEED.

7.3 The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Agreement on behalf of the Grantee.

8 Assignment, Amendments, Waiver, and Grant Agreement Complete

8.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of DEED and a fully executed agreement, executed and approved by the authorized parties or their successors.

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

8.3 Waiver. If DEED fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

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

9 Subrecipient and Subrecipient Payment

9.1 A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to DEED of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Agreement.

9.2 The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes § 16B.97, Subd. 4 (a) 1, and other relevant statutes and regulations; and that subaward performance goals are achieved.

9.3 During this Grant Agreement, if a subrecipient is determined to be performing unsatisfactorily by DEED's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Agreement.

- 9.4 No agreement with subrecipient(s) shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Agreement.
- 9.5 The Grantee must pay any subrecipient in accordance with Minnesota Statutes § 16A.1245.
- 9.6 The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.
- 9.7 Job Listing Agreements: Minnesota Statutes § 116L.66, subd. 1: A business or private enterprise receiving grants or loans from DEED in amounts over \$200,000 a year shall as part of the grant or loan agree to list any vacant or new positions with the state workforce centers at CareerForce.mn.gov as soon as it occurs.

10 Liability

Parties agree that, except as otherwise expressly provided herein, each party is responsible for its own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of any others and the results thereof. Liability is governed by applicable law. Without limiting the foregoing, liability of DEED and any Contractor that is an office, officer, agency, department, division, or bureau of the State of Minnesota is governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.376, and other applicable law. Without limiting the foregoing, if Contractor is a political subdivision of the State of Minnesota, liability of Contractor is governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law.

11 State Audits

Under Minnesota Statutes § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Agreement are subject to examination by the Commissioner of Administration, DEED, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all DEED and program retention requirements, whichever is later.

12 Government Data Practices and Intellectual Property Rights

12.1 Government Data Practices. The Grantee and DEED must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by DEED under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Grantee or DEED.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify DEED. DEED will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12.2 Intellectual Property Rights. Grantee represents and warrants that Grantee's intellectual property used in the performance of this Grant Agreement does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless DEED, at Grantee's expense, from any action or claim brought against DEED to the extent that it is based on a claim that all or part of Grantee's intellectual property used in the performance of this Grant Agreement 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, attorney fees. If such a claim or action arises or in Grantee's or DEED's opinion is likely to arise, Grantee must, at DEED's discretion, either procure for DEED the right or license to use the



intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of DEED will be in addition to and not exclusive of other remedies provided by law.

13 Workers Compensation

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

14 Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Termination

15.1 Termination by DEED.

A. Without Cause.

DEED may terminate this Grant Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

B. With Cause.

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

15.2 Termination by the Commissioner of Administration.

The Commissioner of Administration may immediately and unilaterally terminate this Grant Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Agreement is not in the best interest of DEED.

15.3 Termination for Insufficient Funding.

DEED may immediately terminate this Grant Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Agreement. Termination must be by written notice to the Grantee. DEED is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, DEED may pause its obligations under this Grant Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. DEED will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Agreement may resume.

DEED will not be assessed any penalty if the Grant Agreement is terminated due to insufficient funding. DEED must provide the Grantee notice of the lack of funding within a reasonable time of DEED's receiving notice.

15.4 Termination for Criminal Conviction.

As required by Minnesota Statutes § 16B.991, subd. 1, the Grant Agreement will immediately be terminated if the recipient is convicted of a criminal offense relating to a state grant agreement.

16 Publicity and Endorsement

16.1 Publicity. Any publicity pertaining to the services resulting from this Grant Agreement shall identify DEED as the sponsoring agency and must not be released without prior written approval from DEED's Authorized Representative. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others. All projects primarily funded by state grant appropriations must publicly credit DEED, including on the grantee's website, when practicable.

16.2 Endorsement. The Grantee must not claim that DEED endorses its products or services.

17 Data Disclosure

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

18 Conflicts of Interest

DEED will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minnesota Statutes § 16B.98, and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making (Current Policies tab). When a conflict of interest concerning State of Minnesota grant-making is suspected, disclosed or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by Grantee throughout the life of the Grant Agreement, they must immediately notify DEED for appropriate action steps to be taken, as defined above. Grantee must complete a Conflict of Interest Disclosure Form.

19 Reporting Requirements

Grantee shall comply with all reporting requirements set forth in Exhibit A: Work Plan.

20 Monitoring and Corrective Action

Grantee agrees to permit monitoring by DEED to determine Grant Agreement performance and compliance with Grant Agreement provisions. Grantee further agrees to cooperate with DEED in performing and completing such monitoring activities and Grantee agrees to implement and comply with such remedial action as is proposed by DEED. Grantee must provide any financial records, timesheets, or other supporting documentation, upon the request of DEED.



Exhibits

The following Exhibits are attached and incorporated into this Grant Agreement:

Exhibit A: Work Plan

Exhibit B: Budget

Grant Agreement Signature Page

DEED Encumbrance Verification

*Individual certifies that funds have been encumbered as required
by Minnesota Statutes §§ 16A.15*

Print Name: Robin Culbertson

Signature: Robin Culbertson

Title: MA 3 Date: 06/04/26

SWIFT Contract No. 291475 PR 102026 PO 3-646231

Department of Employment and Economic Development

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

Grantee

With delegated authority

Print Name: Hilary Mathis

Signature: Hilary Mathis

Title: Mayor Date: 6-5-26

Print Name: Steve Nesby

Signature: Steve Nesby

Title: City Administrator Date: 5 June 2026

Print Name: _____

Signature: _____

Title: _____ Date: _____

Work Plan and Objectives (10 Points) (Limit 500 words)

The proposal should show clear and measurable outcomes, activities, and a reasonable timeframe for performing and reporting on project activities. Outcomes must include but are not limited to the number of new providers, the number of additional childcare provider jobs created, the number of additional childcare slots, and the amount of local funds invested. **Form 3** is included as part of the response to this section.

- What are the key activities to be funded through this project?
- What are the goals and measurable outcomes for this project?
- What is the timetable for completion of the project?
- Is the timetable achievable within the timeline of the grant?

An estimated \$196,949 of minor renovations to 4 rooms in the Highland Early Childhood Learning Center will be funded through a combination of public and private grants and local donations. The remaining \$78,051 will be used for equipment, furnishings, and other costs necessary to meet state licensing requirements.

The proposed project will be completed within the grant performance period through the following phases:

Phase 1 – Final Planning and Design (Months 1–3)

Finalize architectural plans, licensing requirements, and renovation specifications. Confirm project timeline and finalize agreements with contractors and partners.

Phase 2 – Facility Renovation (Months 4–5)

Complete building renovations including classroom construction, safety improvements, accessibility upgrades, and installation of required equipment.

Phase 3 – Licensing and Program Development (Months 2–5)

Obtain child care licensing approvals, this application has already been submitted, job descriptions have been prepared and Windom Area Schools is prepared to begin recruiting and hire staff in the next 2 months, and finally prepare classrooms and learning environments for a September 1st, 2026 open date.

Phase 4 – Program Launch (Months 6)

Open the child care center and begin serving children and families.

Key Outcomes

- Creation of a planned 77 new licensed child care slots
- Creation of 10–15 new child care jobs

- Expansion of child care access for families across Windom and surrounding communities
- Support for workforce participation and economic growth

The project timeline aligns with the grant performance period and is achievable due to the availability of an existing building and committed local funding.

Partnerships (10 Points) (Limit 750 words)

The proposal should outline the partnerships created to support this proposed project including public sector partnerships, non-profit partnerships, and private-sector partnerships. Priority will be given to projects that demonstrate private-sector engagement in support of regional economic growth. Partnerships must be documented using **Form 5**.

- Who are the financial and programmatic partners supporting this project?
- What contributions will each partner make to the proposed project?
- Will the partnerships support ongoing operations?
- Does the proposal demonstrate meaningful collaboration with key partners?
- Does the proposal demonstrate support from the communities in which the project will take place?
- A letter of support from all partners identified. This should be included as part of the attachments.

This project is supported by the Windom's Way Forward committee, a strong collaboration of public, private, and nonprofit partners working together to expand child care capacity in the Windom region. Their strategic childcare goals have been including with this application.

City of Windom Economic Development Authority (Lead Applicant)

Responsible for grant administration, financial oversight, and project coordination.

Windom Area Schools

Operational partner responsible for managing the child care program and providing early childhood education expertise.

Local Employers and Businesses

Windom Area Health, Bank Midwest, and Premium Iowa Pork have contributed \$100,000 toward renovation costs to get the Soaring Eagles Child Care Center open by September 1, 2026, demonstrating strong community investment in solving the child care shortage. Employers recognize that access to child care is essential for workforce recruitment and retention.

First Children's Finance

Provides technical assistance, strategic planning, and guidance on sustainable child care business models.

Community Organizations

Additional partners Remick Foundation and Taylor Family Farms Foundation have also provided \$75,000 in financial support toward the costs to open the center. workforce recruitment, and community engagement. Windom Area Foundation and Southwest Initiative Foundation are assisting with taking local donations to support operational expenses.

Ongoing Operational Investment

Remick Foundation, Windom, Area Health, Windom Area Schools, and the City of Windom, have each agreed to provide \$28,000 annually to keep the Child Care Center sustainable.

Letters of support from project partners are included with the application to demonstrate broad community backing.

Performance and Evaluation (10 Points)(Limit 750 words)

The proposal should provide an estimate on the number of licensed childcare slots need to meet the needs of the communities served and the number of childcare slots that will be created and retained with this funding. In addition, the proposal should address how those outcomes will be measured and used to ensure grant objectives are met.

1. What is the number of childcare slots needed with the project area(s) to meet the needs of families?
2. How many childcare slots will be created with this funding?
3. What is the cost (in state dollars) per new childcare slot created?
4. How will measurable outcomes be tracked?
5. How will evaluation material and outcomes be used to ensure the grant objectives are met?
6. Will the project utilize any community-based evaluation processes?

Child Care Need

Based on analysis conducted by First Children's Finance and regional workforce data, Windom faces a significant shortage of licensed child care capacity. Current estimates indicate the community lacks approximately 179 licensed child care slots, not including additional demand generated by workforce growth and economic development activity. Local employers consistently identify child care availability as one of the primary barriers to workforce participation and employee recruitment.

Child Care Slots Created

The proposed renovation of the Highland Early Childhood Center will create a planned 77 new licensed child care slots, serving infants, toddlers, and preschool-aged children. This project will address approximately 43% of the current child care shortage in the community, representing a substantial improvement in access to care for working families in Windom and surrounding communities.

Cost per Slot

The total investment for the Soaring Eagles Child Center project is approximately \$275,000, with \$100,000 in state funding requested. Based on the number of new licensed slots created, the estimated state investment per slot is approximately \$1,298.70, representing a highly cost-effective use of public funds compared to the significantly higher cost typically required to construct new child care facilities.

Project Outcomes

- New licensed child care slots created: 77
- Child care jobs created: 10–12
- Total project investment: \$275,000
- State funding requested: \$100,000

Evaluation and Outcome Tracking

Project outcomes will be monitored using several measurable indicators to ensure grant objectives are achieved. These include:

- State licensing approvals and enrollment data documenting the number of operational child care slots
- Employment records confirming new early childhood education positions created
- Facility renovation completion milestones and project timeline benchmarks
- Community and employer feedback regarding improved access to child care and workforce participation

The Windom Economic Development Authority will maintain documentation of these metrics and submit required reporting to the Minnesota Department of Employment and Economic Development.

Use of Evaluation Data

Evaluation results will be used to ensure the project meets grant objectives and effectively expands child care capacity. Data collected will measure progress toward reducing the local child care shortage, supporting workforce participation, and increasing access to early childhood services for families in the region.

Community-Based Evaluation

The project will incorporate ongoing community-based evaluation through collaboration with Windom Area Schools, local employers, and community partners involved in the Windom's Way Forward initiative. Feedback from families, employers, and early childhood providers will help ensure the center remains responsive to community needs and supports long-term child care sustainability.

Sustainability Plan (10 Points) (Limit 500 words)

The proposal should explain the sustainability plan for how the new child care capacity supported through this project will remain operational for at least three years following the conclusion of the grant performance period.

- Identify the major risks to maintaining this increased child care capacity and explain your mitigation strategy for those risks. Example might include workforce needs, financial viability, future facility needs, regulatory issues and so on.
- If your program or project involves community partners such as local and regional government, businesses, non-profits, religious institutions, local education and individuals explain their role in supporting the long-term sustainability of the projects that will be supported by this grant. Please include letters of commitment from those supporting organizations. Letters should detail what resources those partners will be contributing to the project including any long term commitments to support the retention of child care capacity supported by the grant.

The Soaring Eagles Child Care Center will be operated by Windom Area Schools with ongoing support from community partners. The operational model combines tuition revenue, public early childhood funding streams, and committed community investment to ensure long-term financial sustainability.

A detailed financial model prepared with assistance from First Children's Finance projects the annual operating budget and identifies the community investment needed to maintain high-quality early childhood programming. Local partners have already committed to providing ongoing operational support, demonstrating strong regional commitment to sustaining the center.

Key contributors to the operational sustainability plan include the Remick Foundation, Windom Area Health, Windom Area Schools, the City of Windom, the Windom Area Foundation, and additional private donations from local businesses and community members. This shared investment reflects the recognition that access to child care is essential for workforce stability and community vitality.

Key Sustainability Factors

- **Stable operational management:** Windom Area Schools will oversee staffing, program management, and financial administration of the center.
- **Strong regional demand:** The community faces a significant shortage of licensed child care slots, ensuring consistent enrollment and tuition revenue.
- **Employer and community investment:** Local employers and philanthropic partners have committed to supporting the annual operating gap to ensure long-term stability.
- **Cost-efficient facility use:** Renovating an existing school facility significantly reduces long-term operating and capital costs.

Risk Mitigation

Windom's Way Forward (WWF) plays an important role in the long-term sustainability of the Soaring Eagles Child Care Center. WWF includes a dedicated workforce development team focused on building and sustaining a local early childhood workforce. This team works closely with Windom Area Schools, regional training programs, and state workforce resources to recruit and develop qualified early childhood educators. Employment through the school district allows the center to offer competitive wages, benefits, and a stable employment environment, making early childhood careers more attractive and helping retain staff in the community.

In addition, Windom's Way Forward has established a capital and sustainability team responsible for securing philanthropic and community investments to support both the facility renovation and long-term operational needs of the center. This coordinated approach ensures that workforce recruitment, facility investment, and operational sustainability are addressed through a collaborative community strategy.

Through strong partnerships, diversified funding sources, and a sustainable operational model, the Soaring Eagles Child Care Center represents a long-term investment in community infrastructure that will continue supporting families, employers, and workforce participation well beyond the grant period.

Bonus Points (Maximum of 10 Points awarded)(Limit 250 words)

1. Is the project located in a city, county, or census tract service area⁴ where 30% or more children are Black, Indigenous, and people of color or is the applicant a Tribal nation? (5 points) **YES. See attached enrollment data for Windom Public School District**

⁴ An eligible service area is defined as one or more county, city, school district, development region, workforce service area, Initiative Foundation service area, political subdivision, Tribal Nation, or other defined geographic area located in the State of Minnesota.

2. The project will be located in a geographic area, county, such as zip code or census tract, where at least 15% families living in poverty⁵. (5 points) **YES. Approximately, half of the Windom community falls within the low-income census tracts, with Median Household Income at 68% of the Statewide Non-Metro Median Household Income**
3. The project is located in a Child Care Access Equity Area⁶. (5 points) To serve a Child Care Access Equity Area, a program must be within 20 miles in outstate Minnesota and within 5 miles in the metro counties. **YES. Windom is located in a Child Care Access Equity Area – Map Attached**

⁵ Families living in poverty refers to any family whose total family income falls below the U.S. Federal Poverty guidelines within service population county, city or census tract according to the U.S. Census Bureau.

⁶ Per the Minnesota DHS Child Development Services Unit, Minnesota census tracts that meet the criteria to be considered 'Child Care Access Equity Areas' are tracts with higher poverty rates, higher unemployment, lower homeownership rates, lower household incomes, and lower access to child care.

Form 3. Objectives and Timeline

Complete the chart below outlining the major objectives, activities, and outcomes of the overall project, including any activities, progress, and start/end dates.

Objective Description	Activities <i>Steps, activities, tasks to achieve objective, frequency (e.g., monthly, quarterly)</i>	Projected Outcome(s)	Start Date	Completion Date
Secure Matching Funds for Child Care Center Start Up Costs	<i>Get estimate of renovation and equipment costs for project. Apply for Private Grants & Request Local Donations to support matching requirements for state grant request</i>	<i>Have financing in place for shovel ready project when state or federal funds become available</i>	<i>October 2025</i>	<i>June 30, 2026</i>
Secure Annual Operational Investment to make Soaring Eagles Child Care Center financially sustainable	<i>Apply for Remick Grant Request assistance: Windom Area Health, Windom Area Schools, City of Windom/EDA, and Cottonwood County, & Windom Area Foundation</i>	<i>Initial 5 year commitment from these agencies demonstrates community support and insures the success and sustainability of the Child Care Center</i>	<i>January 2026</i>	<i>March 2026</i>
Create a high-quality, sustainable, affordable daycare center in the Highland Early Learning Center.	<i>Apply for licensing through state – March 2026 Secure funding to renovate 4 rooms- Spring 2026 Complete Renovation in summer of 2026 Hire Director and licensed state Summer 2026</i>	<i>Secure Child Care Center License and open Soaring Eagles Child Care Center September 2026</i>	<i>Renovation to start in Accordance with DEED Contract Agreement</i>	<i>September 1st, 2026</i>

Partnership Chart

Type of Organization (e.g., employer, educational institution, non-profit, consultant, financial management services, etc.)	Name and Address of Organization (If applicable: Indicate if trainer is MOHE compliant)	Type of Commitment (Case Mgmt., Training, Accounting Time, Staff, Resources, Space, Referrals, etc.)	Contact Person Email Address Telephone Number	Letter of Support Enclosed Yes/No	Conflict of Interest Disclosure Letter (If applicable) Yes/No	If applicable, how much funds will this partner receive from this grant?
Educational Institution	Windom Area Schools 1200 17 th St. Windom, MN 56101	Operational Investment, Operational Management, Annual Operational Investment, Staff	Jamie Frank jfrank@isd177.com 507-831-6910	Yes	N/A	None
Municipality	City of Windom/EDA 444 9 th St, PO Box 38 Windom, MN 56101	Operational Investment, Staff, Grant Administration	Steve Nasby Steve.nasby@windommn.com 507-831-6129	Yes	N/A	None
Employer/Local Business	Windom Area Health 2150 Hospital Dr Windom, MN 56101	Matching Funds & Operational Investment	Shelby Medina Shelby.Medina@sanfordhealth.org 507-830-0256	Yes	N/A	None
Non-Profit	The Robert and Helen Remick Charitable Foundation Trust P.O. Box 123 Lakefield, MN 56150	Matching Funds & Operational Investment	Mike Nesseth Mnesseth46@gmail.com 507-662-6621	Yes	N/A	None
Non-Profit	Taylor Family Farms 1725 Roe Crest Drive, North Mankato, MN 56003	Matching Funds	Kristin Duncanson info@TaylorFFF.org 507-386-3296	No	N/A	None
Employer/Local Business	Bank Midwest 245 9 th Street, PO Box 189 Windom, MN 56101	Matching Funds	Justin Schmit jschmit@bankmidwest.com 507-841-1121	Yes	N/A	None
Employer/Local Business	Lynch Family Companies/ Premium Iowa Pork 331 3 rd Street N.W. Waucoma, IA 52171	Matching Funds	Jeremy Wild Jeremy.wild@lynchfamilycompanies.com 563-776.3081	No	N/A	None
Consultant	First Children's Finance 212 Third Ave, Suite 310 Minneapolis, MN 55401	Technical Assistance, Training	Trish Lien Trishal@firstchildrensfinance.org 888-562-6801	Yes	N/A	None
Consultant	Southwest Regional Development Commission 2401 Broadway Ave, Suite 1 Slayton, MN 56172	Technical Assistance	Robyn Weis robin@swrdc.org 507-836-8547	Yes	NA	None

Form 4. Budget (10 Points)

Total Project Budget Narrative (Limit 500 words)

The total project budget for the Soaring Eagles Child Care Center is **\$275,000**. The DEED funding will support the renovation of four classrooms within the Highland Early Childhood Center to create a licensed child care facility that will expand early childhood capacity by **77 new licensed child care slots** serving infants, toddlers, and preschool-aged children in Windom and the surrounding region.

Funding Sources

The City of Windom is requesting **\$100,000 in Child Care Economic Development (CCED) grant funding** from the Minnesota Department of Employment and Economic Development. The remaining **\$175,000 in committed matching funds** will be provided through local healthcare partners, financial institutions, private foundations, and community supporters.

Committed funding partners include:

- Windom Area Health – \$25,000 cash contribution
- Taylor Family Farms Foundation – \$25,000 private grant
- Midwest Bank – \$25,000 cash contribution
- Lynch Family Foundation / Premium Iowa Pork – \$25,000 cash contribution
- Remick Foundation – \$50,000 grant for equipment and furnishings

These committed investments demonstrate strong regional support and reflect the community's recognition that expanding child care is essential to workforce stability and economic development.

Project Uses

Funding will support the renovation and outfitting of four classrooms to meet Minnesota child care licensing requirements and create a high-quality early childhood learning environment capable of serving 77 children across infant, toddler, and preschool age groups.

Contractual – \$196,949

The majority of the project budget will fund construction and renovation activities required to convert existing classroom space into licensed child care rooms. Improvements include interior renovations, safety upgrades, accessibility improvements, plumbing and fixture updates, and other building modifications necessary to meet state licensing standards.

Equipment & Supplies – \$75,000

Equipment funding will support the purchase of durable classroom furnishings and fixtures necessary for child care operations, including cribs, changing stations, classroom furniture, and other technical and security equipment. It will also support age-appropriate classroom materials, storage systems, and educational resources required to support early childhood programming.

Administration and Indirect Costs – \$3,051

Administrative costs represent a small portion of the project budget and will support grant administration, financial management, and reporting. These costs remain within the program's maximum 10% administrative limit for DEED funds.

Total Project Funding Sources

List the sources of funding, and the status of the funding. Points will only be awarded for committed sources of funding. The total under sources should be equal to the total under uses.

Funding Source	Type of Funding (state grant, cash or in-kind)	Amount
DEED CCED Grant	State Funds	\$100,000
Windom Area Health	Cash Donation	\$25,000
Taylor Family Farms Foundation	Private Grant	\$25,000
Midwest Bank	Cash Donation	\$25,000
Lynch Foundation/Premium Iowa Pork	Cash Donation	\$25,000
Remick Charitable Foundation	Private Grant (Equipment/Furnishings)	\$50,000
Total		\$275,000

Project Uses

Project Activities	DEED	Grantee Match	Total
Personnel			
Fringe Benefits			
Travel (In-State, Direct Service Related Only):			
Equipment:		\$65,000	\$65,000
Supplies:		\$10,000	\$10,000
Contractual:	\$100,000	\$96,949	\$196,949
Provider Subgrants:			
Other (specify): _____			
Admin and Indirect Costs (Max 10% of DEED funds):		\$3,051	\$3,051
Total Costs:	\$100,000	\$175,000	\$275,000

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: SONYA WILT, EDA CONSULTANT
CC MEETING DATE: JUNE 16, 2026
RE: TIF DISTRICT 1-22 – AUTHORITY TO ASSIGN TIF NOTE, etc.
DEPT: ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
CONTACT: Sonya Wilt – 507-832-8661 or Sonya.Wilt@windommn.com

Recommendations/Options/Action Requested

The EDA recommends that the City Council take the following action regarding TIF District 1-22:

Approve a Motion authorizing assignment of the Contract for Private Redevelopment between the City and Lakeside Apartments of Windom, LLC; the Tax Increment Financing Note; and the remaining tax increment payments due pursuant to the terms of said Contract to PREMIER WINDOM MN, LLC, (“Premier Windom”) contingent on the sale of the Lakeside Apartments’ property to Premier Windom, payment of the purchase price of \$75,000 to the City at the time of sale of the Lakeside Apartments, and Premier Windom’s assumption of the remaining obligations of the Contract and the Declaration of Restrictive Covenants on Real Estate.

Issue Summary/Background

The property currently owned by Lakeside Apartments of Windom, LLC (“Lakeside”) is the apartment building just south of the Community Center and is located in TIF District 1-22. Lakeside assumed the obligations under the Contract for Private Redevelopment (the “Contract”) from the original developers. In June 2022, the Developers assigned their interest in the TIF Note to Lakeside.

As of the end of December 2025, there was a remaining balance on the TIF Note of \$470,785.94. The tax increment payments are paid to the Property Owner in June and December of each year. Tax increment generated by property taxes paid by the Property Owner is the only source of funds for these payments. No other City funds are used to pay tax increment obligations.

The Contract provides that the payment of tax increment on this real estate shall terminate the earlier of the payment of the \$675,000 or December 31, 2034. The amount of tax increment paid each year changes based on the amount of property taxes paid by the Property Owner which, of course, changes every year also. Even if the full amount of tax increment has not been paid to the Property Owner by December 31, 2034, the City will have no obligation to make any further payments to the Property Owner.

A request for an assignment had come before the EDA in April and then that request was withdrawn. Subsequently, on June 1st the EDA was contacted by Mike Bobick, a realtor who is working with the owners of Lakeside Apartments, advising that they had found a new purchaser for the property. Joe Goldberger, attorney for Premier Windom MN, LLC, followed up with a formal letter requesting a similar assignment of the Contract for Private Redevelopment, the TIF Note, and the remaining tax increment payments due pursuant to said note, and assumption by the Purchaser of the remaining obligations under the Contract and Declaration of Restrictive Covenants.

The Declaration of Restrictive Covenants that Mr. Goldberg refers to has been recorded with the County Recorder. This Declaration provides that all rental units located on the real estate shall be leased exclusively at market rate prices through December 31, 2044.

On June 8th, the EDA Board approved the following motion:

Motion by Commissioner Wepplo, seconded by Commissioner Hill, recommending that the City Council approve the assignment of the Contract for Private Redevelopment, dated August 6, 2019, (the “Contract”) and the TIF Note, dated December 21, 2021, previously assigned to Lakeside Apartments of Windom, LLC (“Lakeside Apartments”), and the right to receive the remaining payments due under the TIF Note to Premier Windom MN, LLC, a Wisconsin limited liability company, (“Premier Windom”) pending (1) sale of the property owned by Lakeside Apartments to Premier Windom; (2) payment of the purchase price of \$75,000 to the City at the time of said sale; and (3) assumption of the remaining obligations of the Contract and the Declaration of Restrictive Covenants on Real Estate, dated August 1, 2019, by Premier Windom.

Fiscal Impact

The fiscal impact continues semi-annual payments of tax increment to the Property Owner. However, as stated above, those payments are generated from the property taxes paid by the Property Owners. At such time as the payments of tax increment have been completed pursuant to the TIF Note, or that parcel is decertified from the TIF District, the payments will cease and property taxes that are collected will be divided among the taxing entities similar to other property taxes after any remaining TIF District obligations.

Attachments

1. Letter dated June 3, 2026, from Attorney Joe Goldberger, on behalf of proposed purchaser of Lakeside Apartments of Windom, LLC.

SW:mh

13460 N. SILVER FOX DRIVE, MEQUON, WISCONSIN 53097 TEL 262-241-8545 FAX 262-241-0871 EMAIL: jagoldberger@nslalaw.com

VIA EMAIL: wineda@windom-mn.com

June 3, 2026

Windom City Council
444 Ninth Street
PO Box 38
Windom, MN 56101

RE: Consent to Transfer – Lakeside Apartments

I am counsel for Premier Windom MN, LLC, a Wisconsin limited (“Premier”). Premier will be the assignee under that certain Purchase Agreement for the property commonly known as Lakeside Apartments of Windom and located at 1685 Redding Avenue (the “Property”). Premier will be qualified to do business in Minnesota prior to closing on the acquisition of the Property.

In connection with the purchase of the Property, my client seeks permission from the City Council to assume the following documents:

1. The Contract for Private Development between the City of Windom and Heritage Court LLC/McMeredith Development, Inc, dated August 6, 2019, previously assigned to Lakeside Apartments of Windom, LLC (the “Contract”).
2. The Declaration of Restrictive Covenants on Real Estate dated August 1, 2019.
3. The Tax Increment Note dated December 21, 2021 in the principal amount of \$675,000.00.
4. The right to receive all payments due under the Tax Increment Note following my client’s acquisition of the Property.

I understand that the City is requiring that at the time of the purchase, the sum of \$75,000.00 for the land will be withheld from Seller’s proceeds and paid to the City of Windom. The Seller has agreed to this provision. Please see the attached confirmation.

At closing, my client will assume the remaining obligations under the Contract and Restrictive Covenants encumbering the Property.

Please let me know how we can best proceed.

Thank you.

North Shore Legal

Joe A. Goldberger

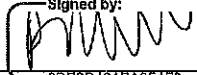
attachment

June 2, 2026

To Whom It May Concern

RE: \$75,000 note payment to the City of Windom to be paid upon closing of the Purchase Agreement dated May 27, 2026 between Lakeside Apartments of Windom LLC, "Seller" and Premier Real Estate Management, LLC "Buyer".

I, Robert McManus, as a Partner in Lakeside Apartments of Windom, LLC hereby confirm that upon successful closing of this transaction , the LLC will concurrently pay off the \$75,000 note owed to the City of Windom for purchase of the land, pursuant to the Contract For Private Redevelopment dated August 6, 2019.

Signed 
 6DE2D491EA954F6...

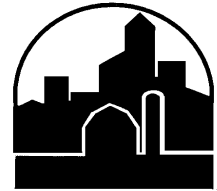
Name: Robert McManus

For: Lakeside Apartments of Windom, LLC

Its: Partner

Date: 6/2/2026

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: MATTHEW FAST, BUILDING & ZONING OFFICIAL
CC MEETING DATE: JUNE 16, 2026
RE: SECOND READING - PROPOSED NEW ORDINANCE – ADDING CITY CODE SUBSECTIONS and TITLE & SUMMARY (For Publication)
DEPT: BUILDING & ZONING
CONTACT: MATTHEW FAST (matthew.fast@windommn.com) (507-832-8660)

Recommendations/Options/Action Requested

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

1. Approve, by Motion, the second reading of **Ordinance No. 207, 2nd Series** which includes minor revisions to various existing City Code sections and new language.
 2. Approve, by Motion, the proposed **Title & Summary for Ordinance No. 207, 2nd Series** for publication, in lieu of publishing the entire ordinance, **by at least a 4/5 vote of the Council.**
-

Issue Summary/Background

In summary, the purpose of Ordinance No. 207, 2nd series is to amend the City Code to add language clarifying parking prohibitions and additional parking rules for residential areas; to provide clarification that brush was also meant to include fallen or downed trees, logs, and branches; to add language to clarify use of street right of way areas including boulevards; to add the footnote language that was inadvertently omitted when Chapter 152 was amended in 2023; to remove language concerning home occupations that no longer applies; and to add language to clarify residential off-street parking requirements.

The City Council approved the first reading of Ordinance No. 207, 2nd Series on June 2, 2026. No changes were requested by the City Council at the June 2nd Meeting. The second reading is scheduled for June 16, 2026. At that time, the ordinance can be adopted.

Due to the cost for publication of lengthy ordinances, there is a provision in State Law which allows cities to publish a title and summary of an ordinance. A proposed Title and Summary is attached.

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

Fiscal Impact

There should be no fiscal impact to the City.

Attachments

1. Ordinance No. 207, 2nd Series (*without highlighting*);
2. Title & Summary of Ordinance No. 207, 2nd Series.

MF:mah

ORDINANCE NO. 207, 2ND SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA, ADDING NEW LANGUAGE TO EXISTING CITY CODE SECTIONS AND ADDING NEW SUBSECTIONS

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

WHEREAS, City Code Section 73.02, entitled “General Parking Prohibitions”, needs to be amended to add language for clarification purposes; and

WHEREAS, City Code Chapter 73, entitled “Parking Rules”, needs to be amended to add a new “Section 73.10 Additional Parking Rules in Residential Areas” and renumber existing Sections 73.10, 73.11, 73.12, 73.13, and 73.14; and

WHEREAS, City Code Section 90.02, entitled “Public Nuisances Affecting Health”, needs to be amended to include additional nuisance items in Subsection 90.02(D); and

WHEREAS, City Code Chapter 95, entitled “Streets and Sidewalks”, needs to be amended to add Section 95.18(C), to Section 95.18 entitled “Materials On Street Or Sidewalk”, for purposes of clarification; and

WHEREAS, City Code Section 152.113, entitled “Yard and Lot Requirements”, needs to be amended to add language that was inadvertently omitted when Chapter 152 was revised in 2023; and

WHEREAS, City Code Section 152.352, entitled “Permitted Home Occupations”, needs to be amended to remove Subsection 152.352(A)(6) as this Subsection no longer applies; and

WHEREAS, City Code Section 152.495(B)(1), in the provisions for design standards for off-street residential parking, needs to be amended for purposes of clarification.

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

1. **City Code Chapter 73**, entitled “Parking Rules”, is amended to delete the existing language in the introductory paragraph of Section 73.02 and replace the existing language with the following language:

“§73.02 GENERAL PARKING PROHIBITIONS.

It is unlawful for any person to stop, stand or park a vehicle, trailer, or any object, except when necessary to avoid conflict with other traffic or in compliance with a traffic control device or the specific directions of a law enforcement officer, firefighter, emergency personnel, or city officials, and then only for the period of time designated by these officials, in any of the following places:”

NOTE: The City Code then sets forth the list of places in Subsections 73.02(A) through 73.02(P). The language in these Subsections shall remain as stated in the existing City Code.

2. **City Code Chapter 73**, entitled “Parking Rules”, is amended to add the following new Section.

“§ 73.10 ADDITIONAL PARKING RULES IN RESIDENTIAL AREAS.

(A) A construction trailer and/or landscaping equipment for a current project may park on the street adjacent to the project for a period of up to two weeks. Following that time if the project is ongoing, alternate arrangements shall be made for the parking of this trailer and/or equipment. In congested or high-traffic areas, the construction trailer and/or equipment shall display appropriate reflectors or markings visible to traffic or orange cones placed not to interfere with traffic.

(B) It is unlawful to sell food or merchandise from any vehicle, trailer, or cart on a street or alley except in a designated area during an event sponsored by the Chamber of Commerce or other organization and approved by the City.

(C) At all times, it is unlawful to park trucks, vans, or any other vehicles, trailers, flat beds, or carts on streets or alleys for the purpose of storage of landscaping equipment, vehicle parts, scrap appliances, scrap metal, scrap construction materials, or other junk or scrap objects.”

3. **City Code Chapter 73** is amended to renumber the existing Sections 73.10 as 73.11, 73.11 as 73.12, 73.12 as 73.13, 73.13 as 73.14, and 73.14 as 73.15.

4. **Existing City Code Section 90.02(D)** is amended to delete the existing language and replace the existing language with the following language:

“(D) Accumulations of decayed animal or vegetable matter, unwholesome food, manure, trash, rubbish, debris, rotten lumber, bedding, packing material, cardboard, plastic bags and containers, bottles, cans, scrap metal, fallen or downed trees, logs, branches, brush, or any material in which flies, mosquitoes, disease-carrying insects, rats or other vermin may breed;”

5. **City Code Section 95.18**, entitled “Materials On Street Or Sidewalk”, is amended to add Section 95.18(C):

“§ 95.18 MATERIALS ON STREET OR SIDEWALK.

(C) No person shall remove existing grass from the boulevard area of a street right-of-way except for the purpose of re-seeding the same or for the installation, repair, or replacement of a sidewalk as approved by the City. No person shall install asphalt, concrete, pavers, rock, gravel, or any other substance on the street right-of-way including the boulevard area. The exceptions shall be for the purposes of installing, repairing, or replacing a sidewalk or driveway entrance all of which shall comply with the City’s standards. (See City Code Sections 95.13 and 152.495.)”

6. **City Code Section 152.113 “Yard and Lot Requirements”** (for the B-2 “Highway Business District”), is amended to add footnotes for the asterisks in the chart:

“§ 152.113 YARD AND LOT REQUIREMENTS.

	<u>All Uses</u>	<u>Accessory Structures</u>
...		
<u>Minimum rear yard setback (ft.)</u>	15*	5
...		
<u>Minimum side yard setback (ft.)</u>	**	5”

Add the footnotes for the asterisks in the chart which were inadvertently removed when this Chapter was amended in August 2023:

“ * Minimum rear yard setback abutting “R” District Boundary: 30 feet.

** A total of 20% of lot width at front yard setback divided evenly on each side of the structure. Side yard setbacks on corner lots shall be the same as the front yard setback.”

NOTE: All other “Yard and Lot Requirements” shall remain as stated in the existing City Code.

7. **City Code Section 152.352(A)** is amended to remove Subsection 152.352(A)(6) as this Subsection no longer applies.

“§ 152.352 PERMITTED HOME OCCUPATIONS.

(A) Permitted home occupations in the R-1 Single-Family Residential District shall consist of:

~~(6) Businesses that primarily render services off the premises, in contrast to those that require customers to come directly to the premises for the business service to be rendered.”~~

8. **City Code Section 152.495(B)(1)** is amended to delete the existing language and replace the existing language with the following language:

“§ 152.495 DESIGN STANDARDS.

(B) Residential Standards

(1) All single-family homes built, assembled, or placed on residential lots must provide, at minimum, access to and space for off-street parking for two standard-sized vehicles. This requirement shall include the construction or placement of sheltered, off-street parking (a garage) for a minimum of one standard-sized vehicle on the property. The minimum dimensions of the sheltered space shall be a depth of 20 feet and a width of 12 feet with a door height of 7 feet. An attached garage shall be constructed/placed on the lot, pursuant to City Code requirements, at the time of construction/placement of the home. A detached garage shall be constructed/placed on the lot, pursuant to City Code requirements, within six (6) months from the date of completion of the construction/placement of the home on the residential lot. Multi-family structures are exempt from this provision.”

THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, FURTHER ORDAINS that all other existing provisions set forth in City Code Chapters 73, 90, 95, and 152 shall remain in full force and effect.

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

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

ADOPTED AND PASSED by the City Council of the City of Windom, Minnesota, this 16th day of June, 2026.

Hilary Mathis, Mayor

ATTEST:

Steven Nasby, City Administrator

1st Reading: June 2, 2026

2nd Reading: June 16, 2026

Adoption: June 16, 2026

Published: June 24, 2026

TITLE AND SUMMARY
OF
ORDINANCE NO. 207, 2ND SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA, ADDING NEW LANGUAGE
TO EXISTING CITY CODE SECTIONS AND ADDING NEW SUBSECTIONS

THE CITY COUNCIL OF THE CITY OF WINDOM ORDAINS:

WHEREAS, it was necessary to amend and update specific chapters and sections of the City Code for the purposes set forth below.

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

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

Chapter 73 – “Parking Rules”

1. Section 73.02: “General Parking Prohibitions” – Add language in introductory paragraph concerning types of objects, designated officials to provide specific parking directions, and designated time period for these instances.
2. Section 73.10: “Additional Parking Rules in Residential Areas” – Add new Section concerning parking of construction or landscaping equipment on residential streets, prohibitions on selling items on streets, and prohibitions on storage of landscaping equipment and/or junk or scrap objects on streets.
3. Chapter 73: Renumber existing Sections 73.10, 73.11, 73.12, 73.13, and 73.14 as next consecutive number.

Chapter 90 – “Nuisances; Health and Safety”

4. Section 90.02: “Public Nuisances Affecting Health” – Add language concerning fallen or downed trees, logs, and branches to Subsection 90.02(D).

Chapter 95 – “Streets and Sidewalks”

5. Section 95.18: “Materials on Street or Sidewalk” – Add new Subsection 95.18(C) clarifying use of street right of ways and boulevards.

Chapter 152 – “Zoning”

6. Section 152.113: “Yard and Lot Requirements” (for the B-2 “Highway Business District”) - Add footnote language that was inadvertently omitted when Chapter 152 was revised in 2023.
7. Section 152.352: “Permitted Home Occupations” – Delete a Subsection that no longer applies.
8. Section 152.495: “Design Standards” for off-street residential parking – Add language to Subsection 152.495(B)(1) to clarify the requirements.

THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, FURTHER ORDAINS that all other existing provisions set forth in City Code Chapters 73, 90, 95, and 152 shall remain in full force and effect.

NOTICE: A COPY OF THE ENTIRE TEXT OF ORDINANCE NO. 207, 2ND SERIES AND A COPY OF THE AFFECTED SECTIONS AND CHAPTERS (as incorporated into Ordinance No. 207, 2nd Series) ARE AVAILABLE ON THE CITY'S WEBSITE AT www.windom-mn.com OR PRINTED COPIES ARE AVAILABLE FOR INSPECTION BY ANY PERSON AT:

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

During regular summer office hours (Monday thru Friday - 7:30 a.m. to 4:00 p.m.).

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

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

ORDINANCE NO. 207, 2ND SERIES:

1st Reading: City Council Meeting – June 2, 2026
2nd Reading & Adoption: City Council Meeting – June 16, 2026
Publication – Title and Summary & Effective Date: June 24, 2026

This “Title and Summary” approved for publication by the Windom City Council on June 16, 2026.

CITY OF WINDOM

By Hilary Mathis, Mayor

Attest: Steven Nasby, City Administrator

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Building & Zoning Office
DATE: June 16, 2026 (City Council Meeting Date)
RE: Planning Commission Recommendation – Hold First Reading of Proposed Ordinance
DEPT: Building & Zoning
CONTACT: Matthew Fast, Building & Zoning Official, at 832-8660 or
matthew.fast@windommn.com

Recommendations/Options/Action Requested

1. Approve First Reading of Ordinance No. 208, 2nd Series entitled “An Ordinance of the City of Windom, Minnesota, Adding New Sections and Subsections to the City Code”.

The purpose of this ordinance is to include two new uses (crematories and pet crematories) in City Code which would be conditional uses in the I-1 “Light Industrial” Zoning District.

Issue Summary/Background

The Building & Zoning Office received a request for a new use for the I-1 Light Industrial Zoning District. Staff researched ordinances from other cities, other sources of information from the League of Minnesota Cities and other planning information, and compiled this information for the proposed use and a related use into proposed ordinance language.

At its Special Meeting on May 26, 2026, the Planning Commission reviewed this information and approved the proposed new City Code Sections. The proposed ordinance language has been reviewed and approved by the City Attorney. The Building & Zoning Office has received no comments concerning these proposed additions to City Code.

The public hearing was held on June 9th. No public was present at the meeting to comment on the proposed new Code Sections. On June 9th, the Planning Commission approved a motion recommending that the City Council hold the required two readings on these proposed new City Code Sections and Subsections.

Attached is a copy of the proposed Ordinance No 208, 2nd Series for your review.

Fiscal Impact

There should be no fiscal impact to the City of Windom if the two readings of Ordinance No. 208, 2nd Series are held (June 16th and July 7th) and the ordinance is adopted on July 7th.

Attachments

1. Ordinance No. 208, 2nd Series.

MF:mah

ORDINANCE NO. 208, 2ND SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA, ADDING
NEW SECTIONS AND SUBSECTIONS TO THE CITY CODE

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

WHEREAS, a request has been presented for a new use for the I-1 “Light Industrial District”; and

WHEREAS, the Planning Commission has reviewed the proposed use and a related use and recommended approval of proposed new City Code Sections and Subsections covering said uses.

NOW, THEREFORE, THE CITY OF WINDOM, MINNESOTA, HEREBY AMENDS THE CITY CODE OF THE CITY OF WINDOM BY ADOPTING THE FOLLOWING ADDITIONS OF NEW SECTIONS AND SUBSECTIONS:

1. To add the following new Sections and Subsections covering “Crematories and Pet Crematories”:

CREMATORIES AND PET CREMATORIES

§ 121.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CREMATORY: An establishment (facility) that uses mechanical equipment and appurtenances to cremate deceased human bodies and human body parts through the application of extreme heat reducing them to a particulate and ash-like consistency. A crematory does not include an infectious waste incineration facility or a solid waste incineration facility or a facility for cremation of animals.

PET CREMATORY: An establishment (facility) that uses mechanical equipment and appurtenances to cremate deceased animal bodies and animal body parts including, but not limited to, dogs, cats, rabbits, ferrets, and other small domesticated animals, through the application of extreme heat, reducing them to a particulate and ash-like consistency. A pet crematory does not include an infectious waste incineration facility or a solid waste incineration facility. A pet crematory facility is not for the cremation of large animals including, but not limited to horses, cattle, pigs, or animals that are commercially raised. A pet crematory may cremate horses if the facility includes the specialized equine equipment.

§ 121.02 ZONING DISTRICT.

Crematories and pet crematories shall be allowed as conditional uses in the I-1 “Light Industrial” District.

§ 121.03 LICENSING AND COMPLIANCE.

(A) A crematory shall maintain a current license issued by the Minnesota Department of Health.

(B) A crematory shall also comply with the regulations set forth in Minnesota Statutes Section 149A.95 as may be amended.

(C) A pet crematory shall maintain a current license issued by the Minnesota Board of Animal Health.

(D) Crematories and pet crematories shall comply with permit requirements and regulations of the Minnesota Pollution Control Agency (“MPCA”) concerning air quality emissions for particulate matter and carbon monoxide emissions, and other applicable regulations of the MPCA and applicable Minnesota Administrative Rules.

§ 121.04 SEPARATE FACILITIES.

Separate buildings and equipment shall be used for a crematory and a pet crematory. The cremated remains of humans and animals shall not be comingled.

§ 121.05 YARD AND LOT REQUIREMENTS.

Crematories and pet crematories shall comply with the Yard and Lot Requirements for the I-1 District set forth in City Code Section 152.153 except that the setback from an “R” District Boundary shall be 500 feet.

§ 121.06 PERFORMANCE STANDARDS.

(A) Crematories and pet crematories shall be designed, constructed and maintained so as not to cause or become a nuisance by way of particulate matter, offensive smells, noise, smoke, or any other reason.

(B) The scattering of cremated remains of humans or animals on the property of the crematory or pet crematory shall not be permitted.

(C) There shall be no exterior storage of equipment, materials or supplies used in the facility, or remains.

(D) Entrances to the facility used for the delivery and unloading of remains for cremation shall be properly screened as approved by the Building & Zoning Official.

(E) Crematories and pet crematories shall comply with the Industrial Performance Standards set forth in City Code §§ 152.300 through 152.310.

§ 121.07 ADDITIONAL CONDITIONS.

The City Council may place additional conditions on a conditional use permit, issued pursuant to this Chapter, as deemed appropriate and as permitted by State Statute and State Administrative Rules.

§ 121.15 PENALTY.

Every person who violates a section, division, paragraph or provision of this Chapter when he or she performs an act thereby prohibited or declared unlawful, or fails to act when the failure is thereby prohibited or declared unlawful and, upon conviction thereof, shall be punished as for a misdemeanor and shall be fined as required by law and additional costs levied for the cost of prosecution.

2. To add the following new Subsections incorporating “Crematory” and “Pet Crematory” as conditional uses in the I-1 Light Industrial District:

§ 152.152: (F) Crematory per §§ 121.01 through 121.15;

§ 152.152: (G) Pet Crematory per §§ 121.01 through 121.15.

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

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

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

ADOPTED AND PASSED by the City Council of the City of Windom, Minnesota, this 7th day of July, 2026.

Hilary Mathis, Mayor

ATTEST:

Steven Nasby, City Administrator

1st Reading: June 16, 2026
2nd Reading: July 7, 2026
Adoption: July 7, 2026
Published: July 15, 2026

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: City Administrator *Steve*
DATE: June 11, 2026
RE: Renewal of Nonexclusive Franchise – MERC & Implementation of Franchise Fee
DEPT: Administration\Legal
CONTACT: Steve Nasby, City Administrator

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. City Council approve the 1st Reading of Ordinance #209, 2nd Series for the Renewal of Nonexclusive Franchise Agreement – MERC.
2. Consider adoption of the 1st Reading of Ordinance #210, 2nd Series for Implementation of a Franchise Fee - MERC

Issue Summary/Background

Ordinance No. 209, 2nd Series – Renewal of Nonexclusive Franchise Agreement - MERC:

The City has had a franchise agreement with Minnesota Energy Resources Company (MERC) and their predecessors with the most recent franchise agreement expiring later this year. The City Council has discussed the renewal of the franchise agreement and the document has been reviewed by both the City Attorney and MERC. This ordinance is simply renewing the franchise agreement.

Ordinance No. 210, 2nd Series – Implementing a Franchise Fee - MERC:

The City Council previously had information regarding the ability to consider a franchise fee, customer information from MERC and held a work session. At the May 19th work session there was a consensus of the City Council to consider adding a franchise fee of \$2.50/meter per month for residential; \$15.00/meter per month for commercial businesses and \$30.00/meter per month for industrial users as shown by MERC customer classifications. There was also discussion that funds raised by the franchise fee would be used for street seal-coating and repairs. This second ordinance is the implementation of the franchise fee, which if passed would need to be submitted to the Minnesota Public Utilities Commission for approval which is a 90-day process.

Fiscal Impact

No costs to the City of Windom, MERC or customers for the extension of the Nonexclusive Franchise Agreement. The financial impact (revenue) to the City of Windom for the imposition of a franchise fee is estimated to be \$120,000 per year based on the fees outlined above and current customer counts. The franchise fee based on the per meter\per month formula implemented by the ordinance would add \$30 per year to a household's residential bill, \$180 annually for commercial customers and \$360 annually for industrial customers.

Attachments

1. Minnesota Statute on Municipalities powers for adding a franchise fee.
2. Ordinance #209, 2nd Series – Renewal of Nonexclusive Franchise Agreement – MERC
3. Ordinance #210, 2nd Series – Implementing a Franchise Fee - MERC

216B.36 MUNICIPAL REGULATORY AND TAXING POWERS.

Any public utility furnishing the utility services enumerated in section 216B.02 or occupying streets, highways, or other public property within a municipality may be required to obtain a license, permit, right, or franchise in accordance with the terms, conditions, and limitations of regulatory acts of the municipality, including the placing of distribution lines and facilities underground. Under the license, permit, right, or franchise, the utility may be obligated by any municipality to pay to the municipality fees to raise revenue or defray increased municipal costs accruing as a result of utility operations, or both. The fee may include but is not limited to a sum of money based upon gross operating revenues or gross earnings from its operations in the municipality so long as the public utility shall continue to operate in the municipality, unless upon request of the public utility it is expressly released from the obligation at any time by such municipality. Notwithstanding the definition of "public utility" in section 216B.02, subdivision 4, a municipality may require payment of a fee under this section by a cooperative electric association organized under chapter 308A that furnishes utility services within the municipality. All existing licenses, permits, franchises, and other rights acquired by any public utility or municipality prior to April 11, 1974, including the payment of existing franchise fees, shall not be impaired or affected in any respect by the passage of this chapter, except with respect to matters of rate and service regulation, service area assignments, securities, and indebtedness that are vested in the jurisdiction of the commission by this chapter. However, in the event that a court of competent jurisdiction determines, or the parties by mutual agreement determine, that an existing license, permit, franchise, or other right has been abrogated or impaired by this chapter, or its execution, the municipality affected shall impose and the public utility shall collect an excise tax on the utility charges which from year to year yields an amount which is reasonably equivalent to that amount of revenue which then would be due as a fee, charges or other thing or service of value to the municipality under the franchise, license, or permit. The authorization shall be over and above taxing limitations including, but not limited to, those of section 477A.016. Franchises granted pursuant to this section shall be exempt from the provisions of chapter 80C. For purposes of this section, a public utility shall include a cooperative electric association.

History: 1974 c 429 s 36; 1978 c 795 s 5; 1Sp1981 c 1 art 6 s 8; 1982 c 378 s 1; 1991 c 291 art 9 s 4

INFORMATION MEMO

Gas and Electric Utility Franchising

Learn about city gas and electric utility franchising authority, especially authority to charge franchise fees.

The League thanks James Strommen of the Kennedy and Graven Law Firm, who is attorney for the Suburban Rate Authority, for his assistance in creating this memo and the model and sample ordinances.

RELEVANT LINKS:

Minn. Stat. §216B.04

Minn. Stat. § 216B.36, Minn. Stat. § 301B.01, Minn. Stat. § 222.37, Minn. Stat. § 237.162, and Minn. Stat. § 237.163.

Minn. Stat. § 237.162 and Minn. Stat. § 237.163.

LMC Information Memo, *Cell Towers, Small Cell Technologies & Distributed Antenna Systems*.

Minn. R. ch. 7819.

I. Franchising authority

Minnesota statute requires public gas and electric utility providers to provide safe, adequate, and efficient utility services. In order to do so, utility companies often need to use public rights-of-way, such as roads or sidewalks, to deliver their services. Since cities are responsible for the reasonable management of its rights-of-way, franchise agreements are often necessary. Franchise agreements are a contract between the city and the utility provider that allows the utility provider the right to use the public rights-of-way to install, maintain and repair their equipment located on public grounds or in the right-of-way.

Cities have broad gas and electric franchise rights under state law. In Minnesota, these franchises are negotiated and take the form of a contract set forth in an ordinance. Cities have the right to require franchises and to include certain terms, such as franchise fees. There is little case law guidance on what specific franchise terms may be required by the city. Accordingly, a franchise can incorporate all reasonable terms within the limits of a city's statutory franchise and police power authority. These rights are extensive and can be found in state statute and case law.

II. Franchising ordinances

There has been little legislative change in the scope of city franchise authority in recent years. However, in 2017 new laws regarding the regulation of telecommunications right-of-way users were adopted. Though outside the scope of this memo, it is recommended cities review their ordinances to ensure compliance with the new statutory requirements and new federal requirements. The main focus of discussion involving gas and electric franchises in the post-1999 right-of-way standards rules by the Minnesota Public Utilities Commission (MPUC) is the franchise fee. That remains a matter negotiated with the utility but also one where cities should take care to retain their full franchise fee rights in the franchise agreement itself.

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

RELEVANT LINKS:

Minn. Stat. 216B.361
Electric Utility Franchise Fee, City of Victoria sample ordinance.
Gas Utility Franchise Fee, City of Victoria sample ordinance.

Minn. R. ch. 7819.

Gas Utility Franchise, LMC model ordinance.

Electric Utility Franchise, LMC model ordinance.

Minn. Stat. § 237.163 subd. 2(b).
LMC Information Memo, *Regulating City Rights-of-Way*.

Gas Utility Franchise, LMC model ordinance.

Electric Utility Franchise, LMC model ordinance.

A. Fees

The city's legal right to include a particular franchise provision, and the practical realities facing a city when the utility refuses to agree, are two quite different matters. Though a city may have the right to insist on a franchise fee, potentially as high as 8 percent of the utility's gross revenues, it is unlikely that the utility would readily agree to such a percentage, even though the utility passes the fee through to its customers within the city.

Gas and electric utilities remain concerned that, despite their retained monopoly or near monopoly status, franchise fees will harm their position relative to perceived competitors. This fee pass-through also becomes an issue to the residential and business customers who pay the fee. Thus, cities must be careful to gauge the level of local acceptance or resistance to the exercise of their full franchise rights under the law. As a result of the realities of the franchise negotiation and community acceptance process, a "take it or leave it" franchise ordinance that includes the imposition of franchise fees and strict right-of-way management provisions may be difficult to enact without compromise.

B. Right-of-way rules

The two franchise ordinances offered here incorporate many of the MPUC's right-of-way management rules on such matters as street restoration, relocation for utilities, construction performance bonds, mapping information, street vacation, removal of abandoned facilities, and indemnification. The MPUC right-of-way rules were largely a product of negotiations between local government units and members of the utility industry, including a number of gas and electric providers. By all indications—lack of formal legal disputes over terms—these rules have been very successful.

To take full advantage of the rules and to fully implement the right-of-way management authority granted to cities by Minn. Stat. §§ 237.162 - .163, a city should consider adopting a comprehensive right-of-way management ordinance by exercising its option under state law.

C. Model ordinance notes

The two model franchise ordinances offered here are the result of a cooperative effort between the League of Minnesota Cities and James Strommen of the Kennedy & Graven Law Firm, attorney for the Suburban Rate Authority (SRA), a joint powers organization consisting of 29 Twin City suburban municipalities.

RELEVANT LINKS:

Electric Utility Franchise, LMC model ordinance. See Section 11, Service reliability, infrastructure reporting.
Gas Utility Franchise, LMC model ordinance. See Section 10, Service reliability, infrastructure reporting.

The models are based on actual ordinances that have been reviewed by gas and electric companies. Because these models are more city-oriented than many currently existing franchises, utilities have objected to many of the provisions contained in these models.

As a result, there is likely to be negotiation on at least the following provisions:

- Franchise fees; in form, amount, and class of service distinctions.
- Fee obligation on perceived competitors.
- Where a city seeks additional rate and service consideration regarding renewable energy or infrastructure investment.
- Rights regarding city-requested location and relocation of facilities.
- The city's right to amend the franchise during the term.

Each city must evaluate the importance of the provisions contained in these models as such provisions may affect the city's particular needs. One franchise cannot fit all because of the many variations of city-utility relationships, including factors such as urban, suburban, or rural settings; developing versus redeveloping cities; single versus multiple utilities serving the city; residential-commercial customer mix; larger employer versus diversified economic base; the presence of a municipal utility or contemplated utility; and revenue needs of the city.

One section is taken from the City of Minneapolis-Xcel Energy Electric franchise. It introduces an agreement to obtain additional service and reliability reporting from the utility for comparison purposes among other utility service areas. These are matters governed by the MPUC and routinely produced by regulated utilities, but not on a city-by-city basis. This section is slightly different, depending on whether it is a gas or electric utility.

Electric utilities have reliability issues such as outages and reduced power. Gas utilities bring the public safety risk of unsafe gas lines when infrastructure ages. This type of information is available to all customers through the MPUC. Putting a provision in the franchise establishing annual reporting may heighten the city and the company's awareness of where improvements can be made within the city.

For cities interested in establishing additional dialog with the utility and identifying its service record in the franchised city when compared with other cities, this provision can achieve greater awareness and perhaps heightened attention by the utility to the needs of the city.

RELEVANT LINKS:

James Strommen
612.337.9233
jstrommen@Kennedy-
Graven.com.
Patricia Beety, LMC General
Counsel
651.281.1270
800.925.1122
pbeety@lmc.org

III. Further assistance

ORDINANCE NO. 209, 2ND SERIES

AN ORDINANCE GRANTING MINNESOTA ENERGY RESOURCES, A SUBSIDIARY OF WEC ENERGY GROUP, A WISCONSIN CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION AND SALE OF GAS ENERGY IN THE CITY OF WINDOM, MINNESOTA, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES.

THE CITY OF WINDOM ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Windom, County of Cottonwood, State of Minnesota.

City Utility System. Facilities used for providing public utility service owned or operated by the City, including sanitary sewer, storm water utilities, water service, electrical distribution and transmission infrastructure, substations, generation facilities and street lighting.

Commission. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate natural gas retail rates now vested in the Minnesota Public Utilities Commission.

Company. Minnesota Energy Resources, a subsidiary of WEC Energy Group, a Wisconsin corporation, its successors and assigns including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this franchise.

Gas Facilities. Gas transmission and distribution pipes, lines, ducts, fixtures, and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing gas energy for public or private use.

Non-Betterment Costs. Costs incurred by the Company from relocation, removal or rearrangement of Gas Facilities that do not result in an improvement to the Gas Facilities.

Notice. A writing served by any party or parties on any other party or parties. Notice to the Company shall be mailed to Minnesota Energy Resources, 2685 145th St W. Rosemount, MN 55068. Notice to the City shall be mailed to, City Clerk-Administrator, City of Windom, PO Box 38, Windom, MN 56101. Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.

Public Ground. Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public and not a Public Way.

Public Way. Any public right-of-way within the City as defined by Minnesota Statutes, Section 237.162, subd. 3.

Section 2. ADOPTION OF FRANCHISE.

- 2.1. **Grant of Franchise.** The City hereby grants the Company, for a period of 25 years from the date this Ordinance is passed and approved by the City, the right to import, manufacture, distribute and sell gas for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, the Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds of the City, subject to the provisions of this Ordinance. The Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance or permit requirements and to the further provisions of this franchise agreement.
- 2.2. **Effective Date; Written Acceptance.** This franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance by the Company. If the Company does not file a written acceptance with the City within 60 days after the date the City Council adopts this Ordinance, the City Council by resolution may revoke this franchise or seek its enforcement in a court of competent jurisdiction.
- 2.3. **Service, Rates and Area.** The service to be provided and the rates to be charged by the Company for gas service in City are subject to the jurisdiction of the Commission. The area within the City in which the Company may provide gas service is subject to the provisions of Minnesota Statutes, Sections 216B .37 .40.
- 2.4. **Publication Expense.** The Company shall reimburse the City's expense of publication of this Ordinance.
- 2.5. **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the date of written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of the mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may

commence an action in Dodge County District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity.

- 2.6. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this franchise expires, this franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the other party of its intention to allow the franchise to expire. However, in no event shall this franchise continue for more than one year after expiration of the 25 year term set forth in Section 2.1.

Section 3. LOCATION, OTHER REGULATIONS.

- 3.1. **Location of Facilities.** Gas Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt or interfere with the normal operation of any City Utility System. Gas Facilities may be located on Public Grounds as determined by the City. The Company's construction, reconstruction, operation, repair, maintenance, location and relocation of Gas Facilities shall be subject to other reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this franchise.
- 3.2. **Street Openings.** The Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on the Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. The Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Gas Facilities and (ii) the Company gives telephone, email, or similar notice to the City before commencement of the emergency repair, if reasonably possible. Within two business days after commencing the repair, the Company shall apply for any required permits and pay any required fees.
- 3.3. **Restoration** After undertaking any work requiring the opening of any Public Way, the Company shall restore the Public Way in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. The Company shall restore the Public Ground to as good a condition as formerly existed and shall maintain the surface in good condition for six months thereafter. All work shall be completed as promptly as weather permits, and if the Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to the Company to cure and the passage of a reasonable period of time following the demand, the right to make the restoration of the Public Ground at the expense of the Company. The Company shall pay to the City the cost of such work done for or

performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.3.

- 3.4. **Avoid Damage to Gas Facilities.** The Company must take reasonable measures to prevent the Gas Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Gas Facilities from damage that could be inflicted on the Facilities by persons, property, or the elements. The Company must take protective measures when the City performs work near the Gas Facilities, if given reasonable notice by the City of such work prior to its commencement. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care in avoiding damage to the Gas Facilities.
- 3.5. **Notice of Improvements to Streets.** The City will give the Company reasonable written Notice of plans for improvements to Public Ways where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way is involved, the order in which the work is to proceed. The notice will be given to the Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit the Company to make any additions, alterations or repairs to its Gas Facilities the Company deems necessary.
- 3.6. **Mapping Information.** Upon request, the Company must promptly provide complete and accurate mapping information for any of its underground Gas Facilities in accordance with the requirements of Minnesota Rules, parts 7819.4000 and 7819.4100. Any mapping information provided shall only be released or otherwise made public in accordance with applicable law including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.
- 3.7. **Field Locations.** Company shall provide field locations for its underground Gas Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

Section 4. FACILITIES RELOCATION.

- 4.1. **Relocation in Public Ways.** The Company shall comply with Minnesota Rules, part 7819.3100 and applicable City ordinances consistent with law. The City will give Company reasonable notice of the need to relocate prior to the deadline for such relocation. If a relocation is ordered within three years of a prior relocation of the same Gas Facilities at Company expense, the City shall reimburse the Company for non-betterment costs at a time and material basis, provided that no such reimbursement shall be required if the relocation is to accommodate extension of a City Utility System to a previously unserved area.

- 4.2. **Relocation in Public Grounds.** Except as provided in Section 4.3 below, the City may require the Company at the Company's expense to relocate or remove its Gas Facilities from Public Ground upon a finding by the City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Relocation shall comply with applicable city ordinances consistent with law.
- 4.3. **No Waiver.** The Company does not waive any rights obtained by the Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Way or Public Ground was established, or Company's rights under a state or county permit.

SECTION 5. TREE TRIMMING.

Unless otherwise provided in any permit or other reasonable regulation required by the City under separate ordinance, the Company may trim all trees and shrubs in the Public Ways and Public Grounds of the City to the extent the Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Gas Facilities installed hereunder, provided that the Company shall hold the City harmless from any liability arising therefrom.

SECTION 6. INSURANCE AND INDEMNIFICATION.

- 6.1. **Insurance.** The Company is required to maintain Commercial General Liability Insurance on an occurrence basis, or self-insure on an equivalent basis, protecting it from claims for damages for bodily injury, including death, and for claims for property damage, which may arise from operations under this Ordinance. Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence
- \$4,000,000 – annual aggregate

The following coverages shall be included: Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury Blanket Contractual Liability and Products and Completed Operations Liability.

The City must be endorsed as an Additional Insured.

With the City's consent, which shall not be unreasonably withheld, the Company shall have the option of providing a program of self-insurance to meet its obligation under this Ordinance. In such event, the Company shall submit to the city a Certificate of Self-Insurance or other documents showing proof of its financial responsibility.

- 6.2. **Indemnity of City.** The Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned

by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence or intentional misconduct except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, the Company's plans or work. The City shall not be indemnified for injury or damage resulting from Company's performance in a proper manner of acts Company has reasonably deemed hazardous but which City nevertheless lawfully orders the Company to perform despite having been notified of Company's determination.

- 6.3. **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, the Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to the Company within a period wherein the Company is not prejudiced by lack of such notice. If the Company is required to indemnify and defend, it will thereafter have control of such litigation, but the Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert on its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give the Company at least two weeks prior written notice of a proposed vacation of a Public Way. The City and the Company shall comply with Minnesota Rules, part 7819.3200 and applicable ordinances consistent with law. Except where required for a City improvement project, the vacation of any Public Way shall not operate to deprive Company of its rights to operate and maintain existing Gas Facilities therein unless the reasonable cost of relocating the same are paid or reimbursed to Company.

SECTION 8. ABANDONED FACILITIES.

The Company may abandon underground Gas Facilities in accordance with City ordinances, Minnesota Statutes, Sections 216D.01 et seq. and Minnesota Rules, part 7819.3300, as they may be amended from time to time. The Company shall maintain records describing the exact location of all abandoned and retired Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Facilities, including abandoned and retired Facilities.

SECTION 9. FRANCHISE FEE.

- 9.1. **Form.** During the term of the franchise hereby granted, the City may charge the Company a franchise fee in accordance with applicable law. The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which

ordinance shall not be adopted until at least sixty (60) days after written notice enclosing such proposed ordinance has been served upon the Company.

- 9.2. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of natural gas energy within the City by any other natural gas energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through a previously agreed upon franchise.
- 9.3. **Collection of Fee.** The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time; however, the change shall meet the same notice requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City. Such fee is subject to subsequent reductions to account for uncollectibles, and customer refunds incurred by the Company. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company's determination of the franchise fee payments.
- 9.4. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon notwithstanding the franchise expiration as provided in section 2.6 above.

SECTION 10. PROVISION OF ORDINANCE.

- 10.1. **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.
- 10.2. **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and the Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third-party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT PROCEDURE

Either Party to this Ordinance may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon

the filing of the Company's written consent thereto with the City Manager within 60 days after the effective date of the amendatory ordinance. This amendatory procedure is subject, however, to the City's police power and franchise rights under Minnesota Statutes, Sections 216B.36 and 301B.01, which rights are not waived hereby.

SECTION 12. EFFECTIVE DATE.

This Ordinance supersedes and replaces and previous natural gas franchise granted to the Company.

This Ordinance becomes effective from and after its passage and publication and written acceptance provided by the Company.

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

This ordinance, or an approved Title and Summary of this ordinance, shall be published in the COTTONWOOD COUNTY CITIZEN and this ordinance shall be effective as provided herein.

ADOPTED AND PASSED by the City Council of the City of Windom, Minnesota, this 7th day of July, 2026.

Hilary Mathis, Mayor

ATTEST:

Steven Nasby, City Administrator

1st Reading: June 16, 2026

2nd Reading: July 7, 2026

Adoption: July 7, 2026

Published: July 15, 2026

ORDINANCE NO. 210, 2ND SERIES

AN ORDINANCE ESTABLISHING A GAS ENERGY FRANCHISE FEE ON NATURAL GAS COMPANIES OPERATING IN THE CITY OF WINDOM

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

The City of Windom, (hereinafter referred to as “City”) hereby establishes a franchise fee on every natural gas company, and every other person, firm or corporation, their successors and assigns, owning, operating, controlling, leasing or managing any natural gas plant or system, generating, manufacturing, selling, distributing or transporting electricity/natural gas, (hereinafter referred to as “Energy Providers”). Energy Providers shall collect from their customers, but not from the City of Windom, located within the corporate limits of the City of Windom, and pay to the City an amount based on the following fee schedule, after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered:

\$2.50 per meter/month for Residential customers

\$15 per meter/ month for Class 1-3 customers

\$30 per meter/month for Class 4-5 customers

Ad valorem property taxes imposed generally upon all real and personal property within the City shall not be deemed to affect the obligation of the Energy Providers under this section.

Any consideration hereunder shall be reported and paid to the City by Energy Providers on a Quarterly basis. Such payment shall be made not more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portion of the period at the beginning and end of the term of this Ordinance.

The franchise fee shall be based on the amount collected by Energy Providers during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for gas service in each class. The time and manner of collecting the franchise fee is subject to the approval of the Minnesota Public Utilities Commission. No franchise fee shall be payable by Energy Providers if Energy Providers are legally unable to first collect an amount equal to the franchise fee from their customers in each applicable class of customers by imposing a surcharge in Energy Providers’ applicable rates for gas service. The Minnesota Public Utilities Commission requires Energy Providers to provide the Commission with thirty (30) days notice, including the filing of the franchise fee ordinance or other operative document, prior to implementing a franchise fee.

The city recognizes that the Minnesota Public Utilities Commission may allow the utility company to add a surcharge to customer rates of city residents to reimburse such utility company for the cost of the fee.

Energy Providers shall list the local franchise fee collected from customers as a separate item on bills for utility service issued to customers. If at any time the Minnesota Public Utilities

Commission, or other authority having proper jurisdiction, prohibits such recovery, then Energy Providers will no longer be obligated to collect and pay the franchise fee herein contemplated. In addition, an Energy Provider may discount or reduce the franchise fee payable for natural gas delivered to a specific customer of an Energy Provider when it is required to reduce the franchise fee to retain the business of that customer. Modification or reduction of the franchise fee should occur if the franchise fee would cause the customer to cease purchase or transportation deliveries of natural gas from the Energy Provider by installing equipment to access natural gas supply not subject to the City's franchise fee.

The City shall provide copies of annexation ordinances to Energy Providers on a timely basis to ensure appropriate franchise fee collection from customers within the corporate limits of the City.

The City shall have access to and the right to examine during normal business hours, those of Energy Providers' books, receipts, files, records and documents that are necessary to verify the correctness of payments due hereunder. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, such mistake shall be corrected promptly upon discovery, such that any under-payment by Energy Providers shall be paid within 30 days of the recalculation and any over-payment by Energy Providers shall be discounted from the next payment(s) due.

This ordinance shall be in force and effect from and after passage, and its publication as required by law.

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

This ordinance, or an approved Title and Summary of this ordinance, shall be published in the COTTONWOOD COUNTY CITIZEN and this ordinance shall be effective as provided herein.

ADOPTED AND PASSED by the City Council of the City of Windom, Minnesota, this 7th day of July, 2026.

Hilary Mathis, Mayor

ATTEST:

Steven Nasby, City Administrator

1st Reading: June 16, 2026

2nd Reading: July 7, 2026

Adoption: July 7, 2026

Published: July 15, 2026

CERTIFICATE FOR PAYMENT NO. 2

**Svoboda Excavating, Inc.
315 Petersburg Dr
Jackson, MN 56143**

Project: 2026 Street Improvements
Windom, MN

DGR Project No. 375212

Owner: City of Windom, MN

For Period From: May 16, 2026 to June 12, 2026

<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.	\$64,700.00		\$0.00	50%	\$32,350.00
2	JOB	Maint & Restoration of Access	L.S.	10,000.00	20%	2,000.00	40%	4,000.00
3	18,830 S.Y.	Remove Pavement	4.00	75,320.00	10,600.00	42,400.00	17,000.00	68,000.00
4	8,720 S.Y.	Bituminous Milling	2.00	17,440.00		0.00		0.00
5	8,300 C.Y.	Common Excavation (P)	12.00	99,600.00	5,400.00	64,800.00	6,200.00	74,400.00
6	100 C.Y.	Contaminated Soils Remediation	120.00	12,000.00		0.00		0.00
7	25 C.Y.	Common Topsoil Borrow	100.00	2,500.00		0.00		0.00
8	1,025 S.Y.	Terrace Grading	10.00	10,250.00		0.00		0.00
9	3,000 S.Y.	Geotextile Fabric Type 4	4.00	12,000.00	372.50	1,490.00	372.50	1,490.00
10	10,200 S.Y.	Anti-Reflective Crack Fabric	1.50	15,300.00		0.00		0.00
11	19,012 S.Y.	12" Subgrade Preparation	3.00	57,036.00	6,575.00	19,725.00	9,000.00	27,000.00
12	19,012 S.Y.	12" Aggregate Base Class 5	10.00	190,120.00	6,600.00	66,000.00	7,800.00	78,000.00
13	6,184 Ton	Bituminous Pavement	100.00	618,400.00		0.00		0.00
14	2,660 Gal.	Hot Bituminous Materials for Tack Coat	3.00	7,980.00		0.00		0.00
15	22 Ea.	Utility Casting Adjustment	1,300.00	28,600.00		0.00		0.00
16	18 Ea.	Adjust Storm Intake Frame, Ring & Casting	1,250.00	22,500.00		0.00		0.00
17	11 Ea.	Adjust Valve Box	750.00	8,250.00		0.00		0.00
18	2 Ea.	21" x 4" Inserta Tee	6,000.00	12,000.00	1.00	6,000.00	1.00	6,000.00
19	1 Ea.	8" Sanitary Gate Valve	13,500.00	13,500.00		0.00	1.00	13,500.00
20	66 L.F.	4" PVC Sanitary Sewer Service	100.00	6,600.00	30.00	3,000.00	30.00	3,000.00
21	748 L.F.	12" RCP Storm Sewer	55.00	41,140.00		0.00		0.00
22	3 Ea.	Single Grate Intake	3,000.00	9,000.00		0.00		0.00
23	1 Ea.	Flap Valve	7,500.00	7,500.00		0.00		0.00
24	1 Ea.	Water Level Control Structure	40,000.00	40,000.00		0.00		0.00
25	3 Ea.	Connect to Existing Storm Sewer	2,250.00	6,750.00		0.00		0.00
26	5,743 L.F.	4" Perforated Subdrain	13.00	74,659.00	2,903.00	37,739.00	3,353.00	43,589.00
27	22 Ea.	Subdrain Outlet	1,150.00	25,300.00	12.00	13,800.00	12.00	13,800.00
28	29 Ea.	Storm Drain Inlet Protection	200.00	5,800.00	19.00	3,800.00	25.00	5,000.00
29	110 L.F.	Trenchless 14" Yelomine Casing Pipe	225.00	24,750.00	110.00	24,750.00	110.00	24,750.00
30	1,323 L.F.	8" C900 Water Main	75.00	99,225.00	548.00	41,100.00	548.00	41,100.00
31	340 L.F.	8" Trenchless C900 RJ Water Main	100.00	34,000.00	340.00	34,000.00	340.00	34,000.00

Line No.	Estimated Units	Description	Unit Price	Contract Price	This Application		Completed to Date	
					Units	Value	Units	Value
32	759 L.F.	6" C900 Water Main	55.00	41,745.00		0.00	685.00	37,675.00
33	1 Ea.	10" x 8" Tee	2,300.00	2,300.00	1.00	2,300.00	1.00	2,300.00
34	3 Ea.	8" x 6" Tee	1,700.00	5,100.00	1.00	1,700.00	1.00	1,700.00
35	1 Ea.	6" Tee	1,500.00	1,500.00		0.00	1.00	1,500.00
36	1 Ea.	8" x 6" Reducer	1,200.00	1,200.00		0.00		0.00
37	8 Ea.	Bends	1,100.00	8,800.00		0.00		0.00
38	3 Ea.	8" Gate Valve	4,500.00	13,500.00	1.00	4,500.00	1.00	4,500.00
39	3 Ea.	6" Gate Valve	3,700.00	11,100.00	1.00	3,700.00	2.00	7,400.00
40	5 Ea.	Connect to Existing Water	2,600.00	13,000.00	1.00	2,600.00	3.00	7,800.00
41	288 L.F.	1" Water Service	55.00	15,840.00		0.00	220.00	12,100.00
42	37 L.F.	1-1/2" Water Service	60.00	2,220.00		0.00	50.00	3,000.00
43	39 L.F.	2" Water Service	62.00	2,418.00		0.00		0.00
44	18 Ea.	1" Curb Stop with Box	1,200.00	21,600.00		0.00	11.00	13,200.00
45	1 Ea.	1-1/2" Curb Stop with Box	2,000.00	2,000.00		0.00	1.00	2,000.00
46	18 Ea.	1" Corp Stop	750.00	13,500.00		0.00	11.00	8,250.00
47	1 Ea.	1-1/2" Corp Stop	1,000.00	1,000.00		0.00	1.00	1,000.00
48	1 Ea.	2" Corp Stop	1,000.00	1,000.00		0.00		0.00
49	2 Ea.	Fire Hydrant	7,500.00	15,000.00		0.00	1.00	7,500.00
50	JOB	Temporary Water Service	L.S.	20,000.00		0.00	50%	10,000.00
51	155 S.Y.	6" Concrete Walk	85.00	13,175.00		0.00		0.00
52	3,683 L.F.	Concrete Curb and Gutter	27.00	99,441.00	2,342.00	63,234.00	2,342.00	63,234.00
53	935 L.F.	Concrete Curb and Gutter Match	35.00	32,725.00		0.00		0.00
54	2,000 S.Y.	7" Concrete Driveway Pavement	80.00	160,000.00	530.00	42,400.00	530.00	42,400.00
55	150 Ton	Gravel Surfacing	25.00	3,750.00		0.00		0.00
56	68 S.Y.	6" Concrete Street Patch	100.00	6,800.00		0.00		0.00
57	475 S.Y.	7" PCC Valley Gutter	90.00	42,750.00		0.00		0.00
58	456 S.Y.	High Early Concrete	100.00	45,600.00		0.00		0.00
59	70 S.F.	Truncated Domes/Detectable Warnings	100.00	7,000.00		0.00		0.00
60	750 L.F.	Silt Fence/Bio Wattle/Filter Sock	4.00	3,000.00		0.00		0.00
61	JOB	Temporary Postal Service	L.S.	2,500.00	25%	625.00	50%	1,250.00
62	2 Ea.	Remove, Salvage, and Reinstall Mailbox	250.00	500.00		0.00		0.00
63	JOB	Temporary Traffic Control	L.S.	12,000.00		0.00	50%	6,000.00
64	450 L.F.	Pavement Markings	3.00	1,350.00		0.00		0.00
65	16 Ea.	Remove, Salvage, and Reinstall Sign	500.00	8,000.00	4.00	2,000.00	4.00	2,000.00
66	JOB	SWPPP Management	L.S.	10,000.00	20%	2,000.00	40%	4,000.00
67	0.30 Acre	Seeding, Fertilizing, and Hydromulching	17,500.00	5,250.00		0.00		0.00
TOTAL BASE BID				\$2,298,884.00		\$485,663.00		\$708,788.00

Line No.	Estimated		Unit Price	Contract Price	This Application		Completed to Date	
	Units	Description			Units	Value	Units	Value
Alternate Bid								
A1	603 S.Y.	1.5" Bituminous Milling	3.00	1,809.00		0.00		0.00
A2	57 Ton	1.5" Bituminous Overlay	107.00	<u>6,099.00</u>		<u>0.00</u>		<u>0.00</u>
TOTAL ALTERNATE BID				\$7,908.00		\$0.00		\$0.00
TOTAL BASE PLUS ALTERNATE BID				\$2,306,792.00		\$485,663.00		\$708,788.00
				Total Work Completed				\$708,788.00
				Stored Materials				\$30,621.52
				Less Retainage		<u>5</u> %		<u>36,970.48</u>
								\$702,439.04
				Less Previous Payments				260,059.19
				TOTAL AMOUNT DUE THIS PAY REQUEST				<u>\$442,379.85</u>

Payment Requested by:

Svoboda Excavating, Inc.

(Contractor)

(signature)

Date

6-11-2026

Payment Recommended by: DGR Engineering

(signature)

Date

6-11-26

Payment Approved by: City of Windom

(signature)

Date

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Personnel Committee & EDA Board Chair
DATE: June 8, 2026
RE: Hiring Recommendation – EDA Director Position
DEPT: Personnel\EDA
CONTACT: Steve Nasby, City Administrator

Recommendations/Options/Action Requested

The Personnel Committee and EDA Board Chair recommends that the City Council take the following action:

1. Hire James Hanson for the EDA Director position.

Issue Summary/Background

Sonya Wilt resigned as EDA Director on April 12, 2026 and then entered into a contract to assist the City with transitional work until July. The EDA Director position was advertised and four applications were received. The Personnel Committee and EDA Board Chair Stacie Sanow reviewed the applications and interviewed all of the candidates. Their decision was to make an employment offer to James Hanson as the preferred candidate. Mr. Hanson is currently working for the City of Staples as their EDA Director and has held previous positions as a Economic Development Specialist with Community and Economic Development Associates (CEDA), a private non-profit organization in SE Minnesota and South Central College as Dean of Business and Industry.

Fiscal Impact

The EDA Director position was budgeted for 2026 and the compensation\benefits shown within the employment terms are consistent with the budget for the Department. There has been low use of the hours in the transitional agreement with Ms. Wilt and that agreement expires in mid-July. Mr. Hanson's anticipated start date is July 6th.

Attachments

1. Employment terms for James Hanson.

MEMORANDUM

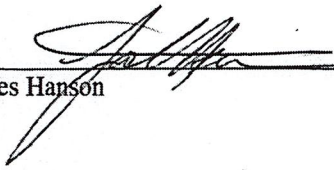


CITY OF WINDOM
444 9th Street
P. O. Box 38
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127

TO: James Hanson
FROM: Steve Nasby, City Administrator
DATE: June 3, 2026
RE: Economic Development Director Position – Terms of Employment

Welcome to the City of Windom! The interview team and City Council are looking forward to your employment as Economic Development Director. This offer of employment is subject to final approval by the City Council on June 16, 2026.

Starting Date	On or before July 6, 2026
Salary	\$95,701 as Step 6 on the 2026 Supervisory pay scale. Upon successful completion of Probationary Period, advancement to Step 7.
Federal Status	This is an exempt position. Flexible hours depending on work schedule.
Vacation Accrual	Vacation accrual according to City Policy starting on Year 2.
Holidays	Twelve paid holidays (City Policy).
Sick Leave	One day per month (City Policy).
Retirement	State of Minnesota – Public Employee Retirement Account (PERA).
Deferred Compensation	Minnesota Deferred Comp (employee's option – no City matching).
Health Insurance	Health Plan with applicable VEBA and/or HSA contributions by City.
Medical/Dependent Care Flex Acct	Available pre-tax deductions (employee's option – no City contribution).
Life Insurance	\$50,000 decreasing term life policy (100% premium paid by City).
Probation Period	6 months (terms according to City Policy).


James Hanson


City of Windom

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: City Council
FROM: Tim Snyder, Community Center Director
DATE: 6/11/26
RE: Community Center –Hiring On-Call Bartender
DEPT: Community Center
CONTACT: Tim.Snyder@windommn.com

Recommendations/Options/Action Requested

Director of Community Center recommends that the City Council approve the hiring of Delaney Smith for the On-Call bartender position for events at a starting wage of \$13.00 per hour.

Issue Summary/Background

The Community Center is replacing an On-Call bartender for events; Sharon Erpestad is retiring. Sharon has worked at the Community Center for over 15 years in various positions. We thank and appreciate her for years of service to the Windom Community Center. With our wedding season approaching, we are fortunate to find a replacement with some experience in bartending.

.

Fiscal Impact

No impact to budget as this person is replacing a previously budgeted person.

Attachments

1. No attachments

FEMA Second Appeal Process

In general terms, this is the process to follow in order to submit a Second Appeal from a negative determination to the First Appeal by the FEMA Regional Administrator.

Your Second Appeal letter should be addressed to:

Keith Turi, Deputy Associate Administrator
U.S. Department of Homeland Security
Federal Emergency Management Agency
Office of Response and Recovery
500 C Street, S.W.
Washington, DC. 20472

Your letter should include justification for the appeal issues. And your letter should contain as much detail as possible to support your case. It should also have supporting documentation attached to the letter.

Submit this Second Appeal package and cover letter to:

Allison Farole, Director
Minnesota Homeland Security and Emergency Management
3925 Pheasant Ridge Drive NE
Blaine, Minnesota 55449

We will review your Second Appeal in our office, and submit your appeal package to FEMA Region V with our cover letter. The second appeal will go to the Associate Director/Executive Associate Director of FEMA at headquarters.

The review, and eligibility judgments are made in accordance to; the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Title 44 of the Code of Federal Regulations (44 CFR), Part 206 Subpart G and the FEMA Public Assistance Program and Policy Guide Version 4, Effective June 1, 2020. (FP 104-009-12)

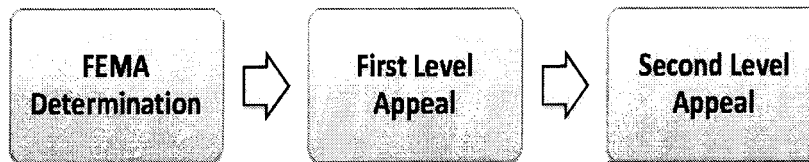
I have attached a copy of the appeal process from the Code of Federal Regulations, Title 44, Chapter I, Subchapter D, Part 206, Subpart G Public Assistance Administration, for your review. Please review Section 206.206 Appeals.



FEMA

Fact Sheet

Public Assistance Appeals



Most Public Assistance (PA) projects are free of eligibility disputes or, if eligibility issues arise, they are quickly resolved. When the parties cannot reach a mutually agreeable solution, PA applicants are provided a two-tiered administrative appeal process under which the Regional Administrator (RA) of the applicable FEMA Region decides the first level appeal. If the applicant chooses to appeal that decision then the Assistant Administrator for Recovery at FEMA Headquarters determines the Agency's final administrative decision regarding the matter. Title 44 Code of Federal Regulations (C.F.R.) § 206.206, which implements Stafford Act Section 423, describes the process.

Talk It Out

In many cases, eligibility issues arise from a lack of mutual understanding. Clear, open lines of communication can often resolve misconceptions and provide a path forward. When such discussions reach an impasse, PA staff may offer the opportunity to participate in a facilitated discussion led by a FEMA dispute resolution specialist. These types of informal discussions, led by a trained facilitator, can provide participants with different perspectives, clarity, and possible avenues for resolution. Take advantage of them when offered.

PA Eligibility Determination

When eligibility issues cannot be worked out, FEMA will issue a formal eligibility determination letter, setting forth an applicant's appeal rights, with an accompanying memorandum that explains the basis for the denial.

❖ **Know your deadline:** Under statute and regulation, an applicant has 60 days from the date it receives a PA eligibility determination to file a first appeal.

First Level Appeal

An applicant has 60 days from receipt of notification of a PA eligibility determination to appeal it.¹ The appeal must be sent to the recipient (e.g., State or Tribe), which has 60 days to review and forward it, along with a written recommendation, to the appropriate FEMA RA. The recipient has full discretion to support or oppose all or part of the applicant's position in the appeal. An applicant should confirm receipt of the appeal by the recipient and FEMA, if an acknowledgement email is not received.

❖ **State your case:** Regulation requires that an applicant's appeal is made in writing, contains documented justification supporting the applicant's position, specifies the amount in dispute, and cites relevant statutes, regulations, and policies with which the applicant believes FEMA's action was inconsistent.

❖ **Provide everything:** The administrative record closes upon issuance of the first appeal decision and the applicant will not be allowed to submit new documentation with its second appeal. Be sure to submit all supporting documentation at the first appeal stage.

¹ FEMA's arbitration for PA disputes related to Hurricanes Katrina and Rita (44 C.F.R. § 206.209) affords certain applicants a right to choose arbitration in lieu of a first or second appeal.

Public Assistance Appeals

Once received, the FEMA RA has 90 days to render a first appeal decision or request additional information from the applicant. The FEMA RA will send the applicant a final request for information if the RA intends to deny or partially grant the appeal. If a request for information is received, respond to FEMA within the stated deadline. The FEMA RA will issue the first appeal decision, which consists of a letter explaining the applicant's second appeal rights and an appeal analysis, to the recipient and the applicant. Appellants should closely review the analysis to understand the basis for the decision.

❖ **Mark your calendar:** Under federal regulations, the same timelines and procedures for submitting first appeals apply to second appeals. Submit the second appeal to the recipient within 60 days of receiving the first appeal decision.

Second Level Appeal

Upon receipt of a first appeal that is either a denial or partial approval, applicants can appeal the determination to the Assistant Administrator for Recovery. The second level appeal must be sent to the recipient within 60 days of receiving the first appeal. The recipient then has 60 days from receipt of the second appeal to review it and forward it with a recommendation to FEMA. Just as with the first appeal, the recipient can express support for or disagreement with the applicant's position in the appeal. The applicant should confirm receipt of the appeal by the recipient and FEMA, if an acknowledgement email is not received.

❖ **Restate your case:** Regulations require the second level appeal to explain why the applicant believes the original determination is inconsistent with law or policy, specify the amount in dispute, and cite authorities with which it believes FEMA's determination and first level appeal decision was inconsistent.

The FEMA Assistant Administrator for Recovery has 90 days upon receipt of the second level appeal to render a decision or request more information from the applicant. Applicants and recipients can check the status of second appeals on the FEMA PA Second Appeals Tracker (see Resource Links below). Second level appeal decisions are FEMA's final administrative decision. All second level appeal decisions are posted in the PA Appeals Database (see Resource Links below) so that applicants can review previous decisions FEMA has made on similar issues.

Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288) as amended

<https://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended>

Title 44 Code of Federal Regulations

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title44/44cfr206_main_02.tpl

Public Assistance Appeals and Audits Branch

<https://www.fema.gov/public-assistance-appeals-branch>

Public Assistance Policy & Guidance

<http://www.fema.gov/public-assistance-policy-and-guidance>

Public Assistance Appeals Database (Searchable database)

<https://www.fema.gov/appeals>

FEMA Public Assistance Second Appeals Tracker (Check status of second appeals at HQ)

<http://www.fema.gov/media-library/assets/documents/108588>

This content is from the eCFR and is authoritative but unofficial.

Title 44 —Emergency Management and Assistance

Chapter I —Federal Emergency Management Agency, Department of Homeland Security

Subchapter D —Disaster Assistance

Part 206 —Federal Disaster Assistance

Authority: Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 through 5207; Homeland Security Act of 2002, 6 U.S.C. 101 *et seq.*; Department of Homeland Security Delegation 9001.1; sec. 1105, Pub. L. 113-2, 127 Stat. 43 (42 U.S.C. 5189a note).

Source: 54 FR 11615, Mar. 21, 1989, unless otherwise noted.

Subpart G Public Assistance Project Administration

§ 206.200 General.

§ 206.201 Definitions used in this subpart.

§ 206.202 Application procedures.

§ 206.203 Federal grant assistance.

§ 206.204 Project performance.

§ 206.205 Payment of claims.

§ 206.206 Appeals and arbitrations.

§ 206.207 Administrative and audit requirements.

§ 206.208 Direct Federal assistance.

§ 206.209 Arbitration for Public Assistance determinations related to Hurricanes Katrina and Rita (Major disaster declarations DR-1603, DR-1604, DR-1605, DR-1606, and DR-1607).

§§ 206.210-206.219 [Reserved]

Subpart G—Public Assistance Project Administration

Source: 55 FR 2304, Jan. 23, 1990, unless otherwise noted.

§ 206.200 General.

- (a) **Purpose.** This subpart establishes procedures for the administration of Public Assistance grants approved under the provisions of the Stafford Act.
- (b) **What policies apply to FEMA public assistance grants?**
 - (1) The Stafford Act requires that we deliver eligible assistance as quickly and efficiently as possible consistent with Federal laws and regulations. We expect the recipient and the subrecipient to adhere to Stafford Act requirements and to these regulations when administering our public assistance grants.
 - (2) The regulations entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” published at 2 CFR parts 200 and 3002, place requirements on the State in its role as recipient and gives the recipient discretion to administer federal programs under their own procedures. We expect the recipient to:

additional information. If discrepancies in the claim cannot be resolved through a field review, a Federal audit may be conducted. If the Regional Administrator determines that eligible costs exceed the initial approval, he/she will obligate additional funds as necessary.

[55 FR 2304, Jan. 23, 1990, as amended at 64 FR 55161, Oct. 12, 1999; 79 FR 76086, Dec. 19, 2014; 82 FR 43, Jan. 3, 2017]

§ 206.206 Appeals and arbitrations.

- (a) **Definitions.** The following definitions apply to this section:

Administrator means the Administrator of the Federal Emergency Management Agency.

Amount in dispute means the difference between the amount of financial assistance sought for a Public Assistance project and the amount of financial assistance for which FEMA has determined such Public Assistance project is eligible.

Applicant has the same meaning as the definition at § 206.201(a).

Final agency determination means:

- (1) The decision of FEMA, if the applicant or recipient does not submit a first appeal within the time limits provided for in paragraph (b)(1)(ii)(A) of this section; or
- (2) The decision of FEMA, if the applicant or recipient withdraws the pending appeal and does not file a request for arbitration within 30 calendar days of the withdrawal of the pending appeal; or
- (3) The decision of the FEMA Regional Administrator, if the applicant or recipient does not submit a second appeal within the time limits provided for in paragraph (b)(2)(ii)(A) of this section.

Recipient has the same meaning as the definition at § 206.201(m).

Regional Administrator means an administrator of a regional office of FEMA, or his/her designated representative.

Rural area means an area with a population of less than 200,000 outside an urbanized area.

Urbanized area means an area that consists of densely settled territory that contains 50,000 or more people.

- (b) **Appeals and arbitrations.** An eligible applicant or recipient may appeal any determination previously made related to an application for or the provision of Public Assistance according to the procedures of this section. An eligible applicant may request arbitration to dispute the eligibility for assistance or repayment of assistance.

- (1) **First appeal.** The applicant must make a first appeal in writing and submit it electronically through the recipient to the Regional Administrator. The recipient must include a written recommendation on the applicant's appeal with the electronic submission of the applicant's first appeal to the Regional Administrator. The recipient may make recipient-related appeals to the Regional Administrator.

- (i) **Content.** A first appeal must:

- (A) Contain all documented justification supporting the applicant or recipient's position;
- (B) Specify the amount in dispute, as applicable; and

- (C) Specify the provisions in Federal law, regulation, or policy with which the applicant or recipient believes the FEMA determination was inconsistent.
- (ii) **Time limits.**
 - (A) The applicant may make a first appeal through the recipient within 60 calendar days from the date of the FEMA determination that is the subject of the appeal and the recipient must electronically forward to the Regional Administrator the applicant's first appeal with a recommendation within 120 calendar days from the date of the FEMA determination that is the subject of the appeal. If the applicant or the recipient do not meet their respective 60-calendar day and 120-calendar day deadlines, FEMA will deny the appeal. A recipient may make a recipient-related first appeal within 60 calendar days from the date of the FEMA determination that is the subject of the appeal and must electronically submit their first appeal to the Regional Administrator.
 - (B) Within 90 calendar days following receipt of a first appeal, if there is a need for additional information, the Regional Administrator will provide electronic notice to the recipient and applicant. If there is no need for additional information, then FEMA will not provide notification. The Regional Administrator will generally allow the recipient 30 calendar days to provide any additional information.
 - (C) The Regional Administrator will provide electronic notice of the disposition of the appeal to the applicant and recipient within 90 calendar days of receipt of the appeal or within 90 calendar days following the receipt of additional information or following expiration of the period for providing the information.
- (iii) **Technical advice.** In appeals involving highly technical issues, the Regional Administrator may, at his or her discretion, submit the appeal to an independent scientific or technical person or group having expertise in the subject matter of the appeal for advice or recommendation. The period for this technical review may be in addition to other allotted time periods. Within 90 calendar days of receipt of the report, the Regional Administrator will provide electronic notice of the disposition of the appeal to the recipient and applicant.
- (iv) **Effect of an appeal.**
 - (A) FEMA will take no action to implement any determination pending an appeal decision from the Regional Administrator, subject to the exceptions in paragraph (b)(1)(iv)(B) of this section.
 - (B) Notwithstanding paragraph (b)(1)(iv)(A) of this section, FEMA may:
 - (1) Suspend funding (see 2 CFR 200.339);
 - (2) Defer or disallow other claims questioned for reasons also disputed in the pending appeal; or
 - (3) Take other action to recover, withhold, or offset funds if specifically authorized by statute or regulation.
- (v) **Implementation.** If the Regional Administrator grants an appeal, the Regional Administrator will take appropriate implementing action(s).
- (vi) **Guidance.** FEMA may issue separate guidance as necessary to supplement paragraph (b)(1) of this section.

- (2) **Second appeal.** If the Regional Administrator denies a first appeal in whole or in part, the applicant may make a second appeal in writing and submit it electronically through the recipient to the Assistant Administrator for the Recovery Directorate. The recipient must include a written recommendation on the applicant's appeal with the electronic submission of the applicant's second appeal to the Assistant Administrator for the Recovery Directorate. The recipient may make recipient-related second appeals to the Assistant Administrator for the Recovery Directorate.
- (i) **Content.** A second appeal must:
- (A) Contain all documented justification supporting the applicant or recipient's position;
 - (B) Specify the amount in dispute, as applicable; and
 - (C) Specify the provisions in Federal law, regulation, or policy with which the applicant or recipient believes the FEMA determination was inconsistent.
- (ii) **Time limits.**
- (A) If the Regional Administrator denies a first appeal in whole or in part, the applicant may make a second appeal through the recipient within 60 calendar days from the date of the Regional Administrator's first appeal decision and the recipient must electronically forward to the Assistant Administrator for the Recovery Directorate the applicant's second appeal with a recommendation within 120 calendar days from the date of the Regional Administrator's first appeal decision. If the applicant or the recipient do not meet their respective 60-calendar day and 120-calendar day deadlines, FEMA will deny the appeal. If the Regional Administrator denies a recipient-related first appeal in whole or in part, the recipient may make a recipient-related second appeal within 60 calendar days from the date of the Regional Administrator's first appeal decision and the recipient must electronically submit their second appeal to the Assistant Administrator for the Recovery Directorate.
 - (B) Within 90 calendar days following receipt of a second appeal, if there is a need for additional information, the Assistant Administrator for the Recovery Directorate will provide electronic notice to the recipient and applicant. If there is no need for additional information, then FEMA will not provide notification. The Assistant Administrator for the Recovery Directorate will generally allow the recipient 30 calendar days to provide any additional information.
 - (C) The Assistant Administrator for the Recovery Directorate will provide electronic notice of the disposition of the appeal to the recipient and applicant within 90 calendar days of receipt of the appeal or within 90 calendar days following the receipt of additional information or following expiration of the period for providing the information.
- (iii) **Technical advice.** In appeals involving highly technical issues, the Assistant Administrator for the Recovery Directorate may, at his or her discretion, submit the appeal to an independent scientific or technical person or group having expertise in the subject matter of the appeal for advice or recommendation. The period for this technical review may be in addition to other allotted time periods. Within 90 calendar days of receipt of the report, the Assistant Administrator for the Recovery Directorate will provide electronic notice of the disposition of the appeal to the recipient and applicant.
- (iv) **Effect of an appeal.**

- (A) FEMA will take no action to implement any determination pending an appeal decision from the Assistant Administrator for the Recovery Directorate, subject to the exceptions in paragraph (b)(2)(iv)(B) of this section.
 - (B) Notwithstanding paragraph (b)(2)(iv)(A) of this section, FEMA may:
 - (1) Suspend funding (see 2 CFR 200.339);
 - (2) Defer or disallow other claims questioned for reasons also disputed in the pending appeal; or
 - (3) Take other action to recover, withhold, or offset funds if specifically authorized by statute or regulation.
 - (v) **Implementation.** If the Assistant Administrator for the Recovery Directorate grants an appeal, the Assistant Administrator for the Recovery Directorate will direct the Regional Administrator to take appropriate implementing action(s).
 - (vi) **Guidance.** FEMA may issue separate guidance as necessary to supplement paragraph (b)(2) of this section.
- (3) **Arbitration** —
- (i) **Applicability.** An applicant may request arbitration from the Civilian Board of Contract Appeals (CBCA) if:
 - (A) There is a dispute of the eligibility for assistance or of the repayment of assistance arising from a major disaster declared on or after January 1, 2016; and
 - (B) The amount in dispute is greater than \$500,000, or greater than \$100,000 for an applicant for assistance in a rural area; and
 - (C) The Regional Administrator has denied a first appeal decision or received a first appeal but not rendered a decision within 180 calendar days of receipt.
 - (ii) **Limitations.** A request for arbitration is in lieu of a second appeal.
 - (iii) **Request for arbitration.**
 - (A) An applicant may initiate arbitration by submitting an electronic request simultaneously to the recipient, the CBCA, and FEMA. See 48 CFR part 6106.
 - (B) **Time limits.**
 - (1) An applicant must submit a request for arbitration within 60 calendar days from the date of the Regional Administrator's first appeal decision; or
 - (2) If the first appeal was timely submitted, and the Regional Administrator has not rendered a decision within 180 calendar days of receiving the appeal, an applicant may arbitrate the decision of FEMA. To request arbitration, the applicant must first electronically submit a withdrawal of the pending appeal simultaneously to the recipient and the FEMA Regional Administrator. The applicant must then submit a request for arbitration to the recipient, the CBCA, and FEMA within 30 calendar days from the date of the withdrawal of the pending appeal.

- (C) **Content of request.** The request for arbitration must contain a written statement that specifies the amount in dispute, all documentation supporting the position of the applicant, the disaster number, and the name and address of the applicant's authorized representative or counsel.
- (iv) **Expenses.** Expenses for each party will be paid by the party who incurred the expense.
- (v) **Guidance.** FEMA may issue separate guidance as necessary to supplement paragraph (b)(3) of this section.
- (c) **Finality of decision.**
 - (1) A FEMA final agency determination or a decision of the Assistant Administrator for the Recovery Directorate on a second appeal constitutes a final decision of FEMA. Final decisions are not subject to further administrative review.
 - (2) In the alternative, a decision of the majority of the CBCA panel constitutes a final decision, binding on all parties. See 48 CFR 6106.613. Final decisions are not subject to further administrative review.

[86 FR 45683, Aug. 16, 2021]

§ 206.207 Administrative and audit requirements.

- (a) **General.** Uniform administrative requirements which are set forth in 2 CFR parts 200 and 3002 apply to all disaster assistance grants and subgrants.
- (b) **State administrative plan.**
 - (1) The State shall develop a plan for the administration of the Public Assistance program that includes at a minimum, the items listed below:
 - (i) The designation of the State agency or agencies which will have the responsibility for program administration.
 - (ii) The identification of staffing functions in the Public Assistance program, the sources of staff to fill these functions, and the management and oversight responsibilities of each.
 - (iii) Procedures for:
 - (A) Notifying potential applicants of the availability of the program;
 - (B) Conducting briefings for potential applicants and application procedures, program eligibility guidance and program deadlines;
 - (C) Assisting FEMA in determining applicant eligibility;
 - (D) Participating with FEMA in conducting damage surveys to serve as a basis for obligations of funds to subrecipients;
 - (E) Participating with FEMA in the establishment of hazard mitigation and insurance requirements;
 - (F) Processing appeal requests, requests for time extensions and requests for approval of overruns, and for processing appeals of recipient decisions;