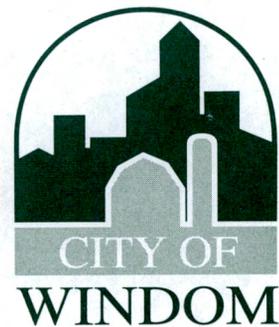


Council Meeting
Tuesday, September 4, 2018
City Council Chambers
7:30 p.m.
AGENDA



Call to Order

Pledge of Allegiance

1. Consent Agenda
 - Minutes
 - Council Minutes –August 21 & 27, 2018
 - Community Center Commission – August 20 & 27, 2018
 - Capital Finance Committee Meeting – August 21, 2018
 - Regular Bills
2. Department Heads
3. 2017-2018 Windom Area Hospital Annual Audit Presentation
4. SCDP Grant Requirements
5. Telecom – Live Streaming of City Council Meetings
6. Island Park Fence Quotes
7. Call for a Public Hearing – New Housing Tax Abatement – LaCanne Funeral Home LLC
8. Minnesota Dept. of Transportation – Hwy 60 Construction Agreement
9. Resolution Opposing The Sale of Alcohol in Grocery and Convenience Stores
10. Resolution Accepting Donation – Park Bench
11. Contractor Change Order #3 Minnesota Ice, LLC – New Kickplate \$0 Contract Price Change
12. New Business
 - 2019 Budget Workshop Dates
13. Old Business
14. Council Comments
15. Adjourn



**Regular Council Meeting
City Hall, Council Chamber
August 21, 2018
7:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Dominic Jones.

2. Roll Call:

Council Present: Mayor Dominic Jones, Jayesun Sherman, Marv Grunig, Rod Byam, Bryan Joyce and JoAnn Ray

Council Absent: None

City Staff Present: Steve Nasby, City Administrator; Ron Schramel, City Attorney; Jason Sykora, Electric Superintendent; Brian Cooley, Street Superintendent; John Nelson, Liquor Store Manager; Mike Haugen, Water/Wastewater Superintendent; Andy Spielman, Building & Zoning Official; Jeff Dahna, Windomnet General Mgr and Scott Peterson, Police Chief

Pledge of Allegiance

3. Addition to Agenda:

- Department Heads
 - MN Department of Transportation – Sidewalk
- Park & Recreation Commission
 - Sanford Grant
- New Business
 - Community Center Donations

Motion by Joyce second by Sherman approving the Agenda as Amended. Motion carried 5 – 0.

4. Consent Agenda:

- Minutes
 - Council Minutes – August 7, 2018
 - Community Center Commission – July 16, 2018
 - HRA – July 19, 2018
 - Telecom Commission – July 25, 2018
 - Park & Recreation Commission – August 8, 2018
 - EDA – August 13, 2018
 - Planning Commission – August 14, 2018
 - Utility Commission – August 15, 2018
- Regular Bills

Motion by Grunig second by Sherman to approve the Consent Agenda. Motion carried 5 – 0.

5. Department Heads:

Jason Sykora, Electric Superintendent, updated the Council on the Substation Project. The City switched onto the new transformer on August 11th. The old transformer has been de-energized for updates and maintenance. Conductor Power predicts a completion date towards the end of September pending asbestos testing in the old building. On August 25th at 6:30 am, the department will be disconnecting from the incoming transmission line to switch power to the new substation. The City will be run on generation, but may need to disconnect some residential areas to accommodate the power load. Sykora urged the public to conserve energy. The substation transfer is scheduled to be completed by 3:30 pm, but they may be done as early as 1:30 pm. Commercial consumers will be generating power to help suppress the needed load.

Grunig stated that more residential conservation can be made if customers shut off their AC, rather than increasing the temperature on their thermostats.

Brian Cooley, Street Superintendent, mentioned that bituminous patching over previous water main break areas was scheduled for August 7th but weather prevented the completion of the project. August 16th was also rained out, and an equipment failure from the contractor on August 17th further delayed the patchwork. The department is looking at August 23rd to accomplish the repairs along with an overlay by the 16th Street railroad tracks.

Jones added that the MN Department of Transportation is adding ADA compliance to their upcoming projects and would like to know if the City of Windom is interested in moving the sidewalks off of the curbside 4-5 feet. This will help with future snow removal for residents and City employees. A noted project is Highway 62 that runs through town. The Street Committee will be following up with this request.

6. Wastewater Treatment Facility Improvements:

Mike Haugen, Water/Wastewater Superintendent, along with Kelly Yahnke, Bolton & Menk, Inc provided an update regarding the Significant Industrial User Agreements for Prime Pork and Windom Wash. The SIU agreements have been submitted to Ron Schramel for review as the commercial users have been informed of the changes that will be needed and the plant costs. Prime Pork and Windom Wash will be provided SIU agreements for their review and approval.

Nasby stated a bid extension addendum will have to be approved as the WWTP project allows only a 60 day bid award window.

Schramel noted that the SIU's would have to provide loan security as a guarantee of funds to meet grant requirements.

Yahnke stated that \$3 million grant funds are allocated. Additional State funds of \$6.4 million should still be available until the end of September.

Motion by Joyce second by Sherman to approve an Agreement to Extend the Acceptance of Bid for the 2018 Windom Wastewater Treatment Facility Improvements with Gridor Construction Inc. from 60 to 90 days from bid date. Motion carried 5 – 0.

Motion by Joyce second by Grunig to table the Wastewater Treatment Plant Bid Award for action on or before September 18th, 2018. Motion carried 5 – 0.

Motion by Ray second by Sherman to approve the Grant Agreement between the City of Windom and the State of Minnesota for \$3 million in State Bonding Funds for the 2018 Wastewater Treatment Facility Improvements. Motion carried 5 – 0.

7. Planning Commission Recommendations:

Andy Spielman, Building & Zoning Official, stated that residents at 1500 River Road would like a conditional use permit to allow installation of a chain link fence and placement of an accessory (storage) building on a utility easement. A public hearing was held with no comment. The Planning Commission is recommending approval of the conditional use permit noting that the structures would be removed and replaced at the owner's expense if utility work needs to be completed.

Motion by Joyce second by Ray to approve the Conditional Use Permit for 1500 River Rd. Motion carried 5 – 0.

Spielman said Heinhold Hog Markets LLC, 2720 Hwy 60 E, have submitted a conditional use permit and variance application for an addition to the South side of their building. A public hearing was held and two property owners voiced opposition due to odor and noise. The Planning Commission is recommending approval to allow a 10' side yard setback for the proposed building addition along with allowing a 60' x 120' addition to their existing building as it is zoned in a B-2 Zoning District. The recommendation is presented with the condition that Heinhold Hog Markets LLC work with the Building & Zoning official to plant hedgerows of trees and honeysuckle bushes to help mitigate noise and odor. Spielman noted that any conditions that are placed on the facility are for the addition portion only, not the existing structure.

Motion by Grunig second by Sherman to approve the Conditional Use Permit for 2720 Hwy 60 E. Motion carried 5 – 0.

Motion by Sherman second by Grunig to approve the Variance Application for 2720 Hwy 60 E. allowing a 10' side yard setback for the proposed addition. Motion carried 4 – 1 (Byam).

8. Hospital Board Report:

Dr. Michael Fisher, Hospital Board Chair, along with Kay Gross, Hospital Board Vice Chair, updated the Council about the meeting with the Hospital Board, Sanford and Avera.. They stated that the meeting was very productive between all parties. Per a lengthy discussion, the Board

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agreed there are opportunities to share services but unanimously declined to sell the parcel of land to Avera which is located on the Hospital grounds.

Jones thanked the Board for meeting with Sanford and Avera.

9. Park & Recreation Commission:

Cooley said that the Park and Recreation Committee met recently and was informed about the Island Park improvements and they are in support of all private and public entities involved. A noted need was restroom improvements but would incur a cost of \$183,000.

Council discussed the existing budget and noted that \$35,000 was included in the 2018 Capital Improvements. As the structure would be in a flood plain, the cost is higher. Joyce noted that Sanford has reached out to flooded communities offering funding to help recovery efforts through an application process.

A proposed campground area restroom would be separate from this improvement effort.

Motion by Joyce second by Sherman to approve the Sanford Funding application for Flood Recovery efforts. Motion carried 5 – 0.

Cooley noted the Commission reviewed the Art in the Park Policy and recommended its approval. There have been positive comments received in regards to the statue placed at Lohmen's park.

Motion by Joyce second by Sherman approving the Public Arts Policy. Motion carried 5 – 0.

The Park and Recreation Committee received a donation request by the Nielsen family in memory of Kim Nielsen for a pelican statue to be placed at Tegel's Park. The family will place and care for the statue. They are recommending approval of the donation.

Council member Joyce introduced the Resolution No. 2018-64, entitled "AUTHORIZATION TO ACCEPT A DONATION TO THE CITY OF WINDOM IN MEMORY OF KIM NIELSEN", and moved its adoption. The resolution was seconded by Sherman and on roll call vote: Yes: Sherman, Joyce, Byam, Grunig, Ray. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

Cooley again asked the public to stay out of the closed portion of Island Park.

10. Airport:

Nasby stated the 2018 Airport Hangar Building and Taxilane Extension Project bids came in over budget and the bids were rejected. However, costs were incurred for engineering and design costs. A grant was submitted for these expenses to the State of Minnesota Department of Transportation. MNDOT will pay 95% of costs incurred and the City of Windom is responsible for the balance.

Council member Grunig introduced the Resolution No. 2018-65, entitled "AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR DESIGN ONLY OF ADDITIONS TO HANGAR BUILDINGS AND EXTENSION OF THE TAXILANE", and moved its adoption. The resolution was seconded by Sherman and on roll call vote: Yes: Joyce, Byam, Grunig, Ray, Sherman. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

Motion by Joyce second by Ray to approve the Grant Agreement with Minnesota Department of Transportation in regards to the 2018 Windom Municipal Airport Project. Motion carried 5 – 0.

11. Personnel:

John Nelson, Liquor Store Manager, is recommending hiring Wanda Byam for the position of Full-Time Senior Clerk II. Byam would be hired at Step 6 on the wage scale with a 6 month probationary period. This would essentially be in replacement of the vacant Assistant Manager position.

Motion by Joyce second by Sherman to approve hiring Wanda Byam as a Union Full-Time Senior Clerk II. Motion carried 4 – 1 (Abstain – Byam).

Nelson stated that one of the newly hired Part-Time clerks notified him that she had taken a different position with a separate entity. He is recommending hiring Cindy Nelson to fill this non-union part-time clerk position at the rate of \$9.65 per hour.

Motion by Ray second by Joyce to approve hiring Cindy Nelson as a Non-Union Part-Time Liquor Store Clerk. Motion carried 5 – 0.

Nasby informed the Council that he has received a resignation letter from Brad Bussa, Community Center Director. He thanked Bussa for his many years of service to the City of Windom.

Motion by Ray second by Sherman to accept Brad Bussa, Community Center Director's resignation letter. Motion carried 5 – 0.

Byam expressed appreciation for Bussa and commended the great job he did maintaining the Community Center.

Jones commented that at the recent Community Center meeting, he was present to dispel the rumor of the building being for sale. The Commission along with City staff is looking at organizational needs and possibly a cost-shared department head. The annual expenses at the facility greatly outweigh the revenue and the Commission is looking at what efficiencies can be made to get the budget closer.

Nasby presented information to formalize a Wellness Committee so employees can access more wellness funds from the State Health Improvement Program and adopt the attached language as part of the Personnel Policy. He said the Personnel Committee recommended approval.

Motion by Byam second by Ray to approve the creation of a Wellness Committee and adopting the Personnel Policy language in regards to the Committee. Motion carried 5 – 0.

12. New Business:

Jones presented the Council with two donations that were received to the Community Center for the recent patio addition.

Council member Joyce introduced the Resolution No. 2018-66, entitled “AUTHORIZATION TO ACCEPT A DONATION FROM NEGEN CONSTRUCTION, LLC FOR THE WINDOM COMMUNITY CENTER OUTDOOR PATIO”, and moved its adoption. The resolution was seconded by Ray and on roll call vote: Yes: Byam, Grunig, Ray, Sherman, Joyce. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

Council member Byam introduced the Resolution No. 2018-67, entitled “AUTHORIZATION TO ACCEPT A DONATION FROM CEMSTONE CONCRETE MATERIALS, LLC FOR THE WINDOM COMMUNITY CENTER OUTDOOR PATIO”, and moved its adoption. The resolution was seconded by Sherman and on roll call vote: Yes: Grunig, Ray, Sherman, Joyce, Byam. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

Ray would like to change the City Ordinance to start the City Council meetings at an earlier time.

Joyce suggested the change be presented in January 2019, as new Council members will be joining the Council.

13. Old Business:

None.

14. Council Comments:

Grunig addressed the recent flooding discussions for Island Park and how Wayne Wormstedt,, the school and volunteers have pulled together to rebuild the facilities.

Sherman stated that he decided to maintain his current campaign efforts and not seek re-election to the City Council. He encouraged the public to conserve energy on Saturday as the Electric Department completes their project. He also noted that the AmericInn will officially open on August 29th.

Byam extended appreciation to Wormstedt as well for leadership on the baseball field project. He mentioned that Island Park is a “gem” for the City of Windom. He is appreciative that the City of Windom televises their meetings so the public can be informed.

Joyce mentioned that the previous evening that he along with Al Baloun, Park & Recreation Director, attended Lakefield’s Council Meeting to personally thank them for allowing Windom Pool Pass holders to use their passes at the Lakefield facility during the flooding. He mentioned

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that the DNR grant for the Island Park was denied, however, the Council still needs to decide placement for the tennis courts.

Ray suggested live streaming the Council meetings as well. The telecom manager will be gathering information for the next meeting.

15. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 9:00 PM.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

**CITY OF WINDOM
JOINT SPECIAL MEETING
WINDOM CITY COUNCIL & WINDOM PLANNING COMMISSION
MINUTES
AUGUST 27, 2018**

1. Call to Order: The meeting was called to order by Councilmember-At-Large Sherman at 12:03 p.m.

2. Roll Call:

City Council: Councilmember-At-Large Jayesun Sherman and Councilmembers Bryan Joyce, Rod Byam, and JoAnn Ray. Absent: Mayor Dominic Jones and Councilmember Marv Grunig.

Planning Commission: Marilyn Wahl, Greg Pfeffer, Lorri Cole, Ben Derickson, and Andy Harries. Absent: Brett Mattson, Ryan McNamara, and Kevin Rose.

Also Present: City Administrator Steve Nasby, Zoning Admin. Andy Spielman, School Superintendent Wayne Wormstadt, Paul Johnson, County Emergency Management Director; Dirk Abraham (KDOM), Dave Fjeld (Citizen), Bob Messer, Henry Mews, Don Jackson, Jim Garrison, Jerry Bauer, Jenny Quade, and Scott Veenker.

3. Public Hearing

A. 12:00 P.M.: Conditional Use Permit – 305 Third Street – Baseball Field in Island Park:

Councilmember-At-Large Sherman referred to Zoning Admin. Andy Spielman for information concerning the zoning application. Zoning Admin. Spielman advised that the City of Windom filed an application for a conditional use permit concerning property at 305 Third Street in Windom which is the baseball field in Island Park. The Baseball Association, City and School all have partnered together on the restoration of the baseball field in Island Park. City Code Section 153.022 requires that any fill placed in a floodway requires a conditional use permit. Zoning Admin. Spielman displayed slides of the FEMA Floodplain Map from the LOMR in 2017 concerning the Island Park area and the EDA's River Bend Center property and the floodplain map of Island Park as prepared by SEH. He indicated that the conditional use permit for the fill and the work to be done is in the blue shaded area of the ballfield which is in the floodway. The next slide was submitted by the contractor and shows a benchmark of 0 at second base and shows the elevation changes in the field in black and the proposed inches of fill to be added in those areas in red. The elevation of the infield will not change. There will be a little slope from the infield to the outfield and then the outfield will flatten out. No added fill is needed in left field. He reviewed the number of inches of fill to be added to the various locations in the outfield which ranges from 2 inches of fill to 5 inches and 7 inches. The largest amount of fill would be 9 inches in the Southwest corner of the ballfield. The purpose of the slight slope to be added between the infield and the outfield is to help drain water off the infield. Zoning Admin. Spielman reported that he had submitted information to Engineer Brad Woznak of SEH as the SEH engineering firm is familiar with the City's floodplain map. At 8:00 a.m. on Monday, August 27th, Dennis Esplan, a registered land surveyor, shot an elevation of the benchmark which was 1,347.13 feet. This information was also provided to Mr. Woznak of SEH.

Councilmember-At-Large Sherman opened the public hearing at 12:09 p.m. He asked if anyone from the public wished to speak; and if so, to state their name and address. Robert Messer of 265 Sixth Street advised that he had a petition. He had signed the Petition and it was also signed by Bonny Messer and their neighbors, Kyle Ludewig, and Kevin and Heather Bristow. Mr. Messer presented the Petition to Councilmember-At-Large Sherman who read the petition. The petition expressed opposition to the proposed addition of fill to the baseball field for the reason that it would impact their property values. Councilmember-At-Large Sherman asked for any other public comments and there were none. He closed the public hearing at 12:11 p.m. He then turned the meeting over to Planning Commission Chairperson Marilyn Wahl.

Chairperson Wahl opened up the discussion by the Planning Commission. Commissioner Cole asked if the addition of the fill was to bring the field to the same elevation as before the flood. She further asked if that will impact the homes on the opposite side of the ballfield. Zoning Admin. Spielman responded that the proposal is to add fill to bring the baseball field up to its elevation at the time the field was

originally constructed. Commissioner Cole asked what kind of impact does that have on homes on the other side of the river. Zoning Admin. Spielman quoted the DNR guidelines in City Code Section 153.023(A) which state that "A conditional use permit must not cause any increase in the stage of the 1% chance or regional flood or cause an increase in flood damages in the reach or reaches affected". He advised that Minnesota accepts "No Rise Certificates". After review of the contractor's estimates of fill and the elevation shot at 8:00 a.m. on August 27, 2018, SEH Engineer Brad Woznak prepared and signed a Minnesota "No Rise" Certification which certifies "that the proposal to reconstruct (including both cut and fill) the proposed ballfield per the elevations shown on the attached aerial image will not impact the floodway width or 100-year flood elevation (will not raise or lower by more than 0.00 feet) on West Fork Des Moines River". A copy of the No Rise" Certification is on file at the City Building office.

In response to a question concerning fill that was brought into left field earlier in August, Zoning Admin. Spielman indicated that the fill was brought into the flood fringe area and was under the amount which requires action by the City. He said that the contractor had scraped the sod and old dirt off the field and redressed that area with new topsoil.

Commissioner Cole asked if anyone in the City could use that ballfield. City Administrator Nasby responded that the School is leasing that ballfield from the City, so the field is not open to the public outside of school or baseball association activities.

No other comments were received from the Planning Commissioners. Chairperson Wahl asked for a recommendation from the Planning Commission.

Motion by Commissioner Derickson, seconded by Commissioner Harries, to accept the conditional use permit as per the drawing on the amount of fill they propose to add to the ballfield in Island Park. The property is located at 305 Third Street and is described as: A tract in the South 100' of West Half of Lot 8; Lot 10; Lot 11 Except South 125' SW of River; Part of Lots 12 and 13; Also Except the North 25' of the East 250' of Lots 12 and 13 in State Subdivision in Section 36, Township 105 North, Range 36 West of the 5th P.M. in the City of Windom, Cottonwood County, Minnesota. (Parcel No. 25-710-0170 – also includes other land in Island Park.)

Findings of Fact for Conditional Use Permit:

- 1. As stated in the narrative herein.**
- 2. The conditional use will not cause any increase in the stage of the 1% chance or regional flood or cause an increase in flood damages in the reach or reaches affected.**
- 3. The granting of the conditional use for the addition of fill, as proposed, will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, or conflict with existing local laws or ordinances.**

Motion carried 5-0.

The Planning Commission's portion of the meeting was concluded and Chairperson Wahl turned the meeting over to Councilmember-At-Large Sherman at 12:18 p.m. He opened up the meeting for discussion by the City Council. Bob Messer said that he wanted to add to his comments. Councilmember-At-Large Sherman advised that the public hearing had been closed. Councilmember Byam asked Mr. Messer if he had any information that would affect the FEMA map that had originally been prepared in 1989 (which is the map that the City currently uses). He further asked if Mr. Messer would have any information that would impact how the City Council votes. Mr. Messer said that any amount of fill will affect their properties. Councilmember Byam asked Mr. Messer how do you know whether 10" or 8" washed out with this last flood? Mr. Messer said it didn't because the grass was still there.

Councilmember Ray asked if taking the boards off the outfield fence will help with the flow of flood water. Zoning Admin. Spielman responded that the removal of the board fence was not considered in this "No Rise" Certificate. He said that it figures out to be a "no rise" in the regional flood. He said that

the fence has no bearing on this "No Rise" certificate. However, it may help with the flow of water if the fence is not a wooden fence. Councilmember Ray asked if the Zoning Office had any information as to the elevations when the original field was built. Zoning Admin. Spielman responded that the field elevation when it was built is unknown. The No-Rise Certificate is based on the current field elevation as taken by a licensed land surveyor and the proposed work as prepared by the contractor.

Motion by Councilmember Joyce, seconded by Councilmember Ray, to approve the Planning Commission's recommendation and approve the conditional use permit for the addition of fill in the ballfield at Island Park. Motion carried 4-0.

Councilmember Joyce indicated that he had another question. He said that the project started a couple weeks ago and then stopped. He asked if this meeting was the reason for that. Zoning Admin. Spielman said the answer was yes. Councilmember Joyce asked if the project was behind schedule. City Administrator Nasby advised that he had spoken with School Superintendent Wayne Wormstadt about the status of the project. Mr. Wormstadt was present and commented that it's pushing the window and put it behind a little. However, they still have a couple weeks to get the dirtwork done, get the sprinkler system in, and the seeding done. It will be close. Councilmember Joyce asked Mr. Wormstadt about sodding for the outfield. Mr. Wormstadt replied that would be expensive. Councilmember Joyce stated that the City Council needs to have an open mind on funding for getting the project done.

There was a question concerning any possible funding from FEMA. City Administrator Nasby advised that the federal funds have not been awarded yet. Councilmember-At-Large Sherman said that would be a hazard mitigation discussion for the City Council in the future after the federal designation.

4. Adjourn: On consensus, Councilmember-At-Large Sherman adjourned the meeting at 12:25 p.m.

Jayesun Sherman, Councilmember-At-Large

Attest:

Marilyn Wahl, Planning Commission Chairperson

Community Center Commission Minutes
Monday August 20, 2018

1. Call to Order: The meeting was called to order by President Wayne Maras at 5:35 p.m.

2. Roll Call: President: Wayne Maras
CC Director: Brad Bussa
Commission Members: Linda Stuckenbroker
Mitch Voehl
Lenny Thiner
Commission Liaisons: Rod Byam
Jo Ann Ray
Brian Cooley-Absent
City Administrator: Steve Nasby-Absent
EDA Director: Drew Hage
City Mayor: Dominic Jones
Public: Lois Eigenberg, Mindy Dewall,
Jordan Bussa, Kelly Woizeschke,
Mary Hanson

3. Approval of Minutes:

**Motion by Lenny Thiner, seconded by Mitch Voehl to approve the July 16, 2018
Community Center Commission Minutes. Motion carried 4-0**

4. Additions to the agenda:

5. President's Report:

- a. Community Center Director-WCC Director Bussa submitted his Letter of Resignation and was thanked for his years of service and excellent service to the Community Center.

6. Director's Report:

- a. Ein Bier Bitte Cancel- WCC Commission plans to work with new staff to host again in 2019.
- b. Upcoming Budget- WCC Commission is reviewing Budget
- c. Out Door Area Update-Concrete Bid was discussed. **Motion by Lenny Thiner, seconded by Mitch Voehl to seek out 2 bids for electrical wiring. Motion carried 4-0.** Fees for outdoor setup and rental was discussed.
- d. WCC Director Bussa thanked the City of Windom and past, present, and future Commission Members.

7. Resource Management:

Schedule of Events: Events were Reviewed

Income & Expense: Was Reviewed

8. Miscellaneous:

Windom Mayor Dominic Jones comments- City of Windom is not selling the Community Center. Other options of generating revenue for the Community Center was discussed. Filling Commission member vacancy was discussed.

9. Open Forum:

10. Next Meeting:

Monday August 27, 2018 @ 5:30pm

Adjourn:

Motion by Lenny Thiner, seconded by Mitch Voehl, to adjourn the meeting at 8:00 pm. Motion carried 4-0.

Wayne Maras, WCC President

Linda Stuckenbroker, WCC Secretary

Attest: _____
Brad Bussa, WCC Director

Community Center Commission Minutes
Monday August 27, 2018

1. Call to Order: The meeting was called to order by President Wayne Maras at 5:30 p.m.

2. Roll Call: President: Wayne Maras
CC Director: Brad Bussa
Commission Members: Linda Stuckenbroker
Mitch Voehl
Lenny Thiner
Commission Liaisons: Rod Byam
Jo Ann Ray-Absent
Brian Cooley-Absent
City Administrator: Steve Nasby-Absent
EDA Director: Drew Hage-Absent
City Financial Director: Chelsie Carlson

3. WCC Commission welcomed Chelsie Carlson City Financial Director.

4. Additions to the agenda:
Nothing to Report

5. Budget Report-
WCC Director Bussa told Commission the Revenue and Expense had already had some slight additions to Revenue and Expense. WCC Commission stated they would like to see more promotion dollars on expense side so new Director could work more outside area promoting the Community Center.

6. Miscellaneous:
WCC Director Bussa told Commission he would like to have staffing put into place as soon as possible and hoped Commission and other City Entities thank them for picking up extra duties that have fallen on their jobs. WCC Director Bussa told Commission that interviews were starting.

7. Open Forum:

8. Next Meeting:

Monday September 17, 2018 @ 5:30pm

Adjourn:

Motion by Mitch Voehl, seconded by Linda Stuckenbroker, to adjourn the meeting at 8:10 pm. Motion carried 4-0.

Wayne Maras, WCC President

Linda Stuckenbroker, WCC Secretary

Attest: _____
Brad Bussa, WCC Director

Capital Finance Committee Minutes Tuesday, August 21, 2018

Roll Call: Present: Capital Finance Committee - Tom White, JoAnn Ray, Tim Hiley, Dan McDonald and Marv Grunig.

City Staff – Steve Nasby, Denise Nichols and Al Baloun.

Absent: Dominic Jones, Howard Davis and Jim Garrison.

Call to Order – Chair White called the Capital Finance Committee Meeting to order at 9:00 a.m.

1. **Approval of Minutes:** Chair White requested the Committee review the minutes from the May 15, 2018, Meeting. **Motion by McDonald, second by Hiley, to approve the minutes; Ayes – 5, Nay – 0, Absent – 2.**

2. **Council Priority Projects Update:**

Police Department – School Resource Officer – Nasby reported that following additional research it was determined that the Federal grant priority was not for hiring officers. The grant priority was for funding infrastructure needs.

Information received from SWWC Cooperative indicated their estimate for the need of an officer was approximately 5 hours per week. A proposal for a part-time 30 hour per week SRO was sent to the SWWC Cooperative. The City has not received a response from the Cooperative regarding the proposal. If the Cooperative does not provide financial support for the position the City does not have funding available for the proposed position.

Island Park – Nasby reviewed with the Committee the history of the DNR Grant Application for restrooms and tennis/pickle ball courts. Nasby noted that the DNR Grant Application was not funded. Following the soil boring results and the recent flooding events it has been determined that the proposed location for tennis/pickle ball courts is not feasible. GeoTech recommends infill of soil to build up the area. Due to the amount of fill that would be required a new location for the courts will need to be identified by the Park and Recreation Commission.

The recent flooding has caused extreme damage to the baseball/football field. The City owns the park and the baseball/football field are leased by WAHS. To complete the restoration of the fields a three-party agreement has been developed between the City, the School District and the Baseball Association. Damage inside the fence will be repaired by the School including fill, turf and irrigation. The area between the two fences will be repaired by the Baseball Association. The City will repair/replace the wood fence. The quote received to replace the fence with a chain-link fence is \$25,000. The City is waiting for FEMA Disaster Designation for funding.

The discussion also included replacing the restrooms next to the fields. The School and the Baseball Association have requested that the City Council make this project a priority. The estimated cost for the restrooms was \$183,000. Nasby noted that the Council has budgeted \$35,000 towards the project. The two existing restrooms within the park would be combined to the one location next to the baseball/football field. The Council is looking for funding resources. Ray questioned if Remick would fund? Joyce has asked Sanford for a grant application for the project. It was suggested to research Minnesota Twins Fields for Kids or other grants and sending requests to alumni. Nasby said the Baseball Association was pursuing alumni donations.

The softball field conditions were discussed. The north field is not in good shape and is not used a lot. The north field is being considered as a possible location for a dog park. Hiley noted that both fields are used during tournaments.

Pool – Al Baloun provided an update for the Committee. He reported that the pool did not have any flooding issues. They are watching for possible cracking as the water is drained for the season. Cracking has been noticed in the original concrete from 1965. Baloun explained that

there are two areas of concrete the first layer is from 1965. The shallow end to the black transition area is an overlay that was completed in 1980. Boring testing in the pool have not been completed. With the rain this spring and early summer GeoTech was concerned with the soil conditions and if borings tests are completed the possibility of filling the pool with groundwater.

3. Sub-Committee Assignment Reports:

Grant Research – It was questioned if grant funding from Toro has been designated for Windom. Toro grant funds of 1M for green space were announced. Nasby was unaware of any Toro grant except for the funding for the EDA Audubon Society Toro grant. It was noted there maybe grant funds available for Windom through this grant.

Outreach/Promotion – The Committee discussed and reviewed the Mankato brochure of possible giving and donation opportunities. The Committee suggested developing a wish list to create a brochure for Windom. It was suggested that once it is developed it could be included on the City's website.

4. New Business:

None.

5. Set Next Meeting Date and Time: The next meeting date was set for November 13th at 10:30 a.m.

6. Adjourn: Chair White declared the meeting adjourned at 9:57 a.m.

Tom White, Chairman

Attest: _____
Steve Nasby, City Administrator



Windom, MN

Expense Approval Report

By Fund

Payment Dates 08/17/2018 - 08/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
SECR REV FUND/CITY OF WD	20180823	08/23/2018	PETTY CASH-POLICE DEPT-INV	100-10201	400.00
CITY OF WINDOM	20180828	08/28/2018	DEMOLITION PERMIT - 1120	100-32198	50.00
					<u>450.00</u>
Activity: 41110 - Mayor & Council					
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - SURVEY MONK	100-41110-326	37.00
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - COUNTRY INN-	100-41110-334	104.51
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - AWARDS.COM	100-41110-434	247.59
			Activity 41110 - Mayor & Council Total:		<u>389.10</u>
Activity: 41310 - Administration					
NCPERS MINNESOTA	8446918	08/28/2018	INSURANCE #844600 - SEPT 2	100-41310-133	80.00
AMAZON CAPITAL SERVICES, I	161P-P1C1-1H6P	08/24/2018	#A2Q0YJ8ZLN2YT - SUPPLIES	100-41310-200	5.99
COTTONWOOD CO ASSESSOR	20180822	08/22/2018	BEACON SUBSCRIPTION-CITY	100-41310-200	58.00
INDOFF, INC	3138102	08/15/2018	SUPPLIES	100-41310-200	25.35
MCFOA REGION V	20180821	08/21/2018	REG V TRAINING - CHELSIE CA	100-41310-308	25.00
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - CRASH PLAN P	100-41310-326	519.40
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - SLASH ID SOFT	100-41310-326	19.99
			Activity 41310 - Administration Total:		<u>733.73</u>
Activity: 41910 - Building & Zoning					
NCPERS MINNESOTA	8446918	08/28/2018	INSURANCE #844600 - SEPT 2	100-41910-133	24.00
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - DELL COMPUT	100-41910-200	723.52
CENTURY BUSINESS PRODUCT	434582	08/15/2018	SUPPLIES	100-41910-200	34.95
COTTONWOOD CO ASSESSOR	20180822	08/22/2018	BEACON SUBSCRIPTION-CITY	100-41910-480	58.00
			Activity 41910 - Building & Zoning Total:		<u>840.47</u>
Activity: 41940 - City Hall					
MN ENERGY RESOURCES	20180809	08/15/2018	HEATING #0505105084-00001	100-41940-383	48.01
HOMETOWN SANITATION SER	0000295572	08/07/2018	GARBAGE SERVICE - CITY HAL	100-41940-384	85.04
WORTHINGTON GLASS INC	45245	08/28/2018	MAINTENANCE	100-41940-406	834.21
			Activity 41940 - City Hall Total:		<u>967.26</u>
Activity: 42120 - Crime Control					
NCPERS MINNESOTA	8446918	08/28/2018	INSURANCE #844600 - SEPT 2	100-42120-133	144.00
INDOFF, INC	3136055	08/13/2018	SUPPLIES	100-42120-200	37.79
INDOFF, INC	3138822	08/07/2018	SUPPLIES	100-42120-200	41.90
MN CHIEF OF POLICE ASSN	8552	08/29/2018	TRAINING FEES-SCOTT PETERS	100-42120-308	220.00
VERIZON WIRELESS	9812351903	08/17/2018	SERVICE FOR LAP TOPS 7/8 - 8	100-42120-321	114.12
ALPHA WIRELESS - MANKATO	205567	08/22/2018	SERVICE	100-42120-323	186.50
LEASE FINANCE PARTNERS	#3250 8-20-18	08/29/2018	SERVICE #3250	100-42120-326	140.00
DONNA MARCY	20180820	08/29/2018	EXPENE - BCA CRIME SCENE C	100-42120-334	322.98
P.M. REPAIR & DETAILING	7252	08/08/2018	SERVICE - MAINTENANCE	100-42120-405	381.75
FLEET SERVICES DIVISION	2019010002	08/22/2018	SERVICE #A00WIN	100-42120-419	1,292.76
MN State Deferred	2018-AUG	08/17/2018	HEALTH CARE SAVINGS-STEVE	100-42120-480	335.068
			Activity 42120 - Crime Control Total:		<u>1,733.248</u>
Activity: 42220 - Fire Fighting					
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	100-42220-200	1.98
AMERIPRIDE SERVICES INC.	2800923223	08/21/2018	SERVICE #280001722	100-42220-211	27.83
HEIMAN FIRE EQUIP. CO	0871384-IN	08/13/2018	MATERIALS & EQUIPMENT	100-42220-215	598.08
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - HY-VEE TRAINI	100-42220-308	15.77
WINDOM AREA HOSPITAL	302424249	08/17/2018	SERVICE #30005293	100-42220-310	442.75
VERIZON WIRELESS	9812351903	08/17/2018	SERVICE FOR LAP TOPS 7/8 - 8	100-42220-321	18.50
VERIZON WIRELESS	9812351903	08/17/2018	SERVICE FOR LAP TOPS 7/8 - 8	100-42220-326	10.00
MN ENERGY RESOURCES	20180808	08/15/2018	HEATING #0616354678-00001	100-42220-383	315.56
HOMETOWN SANITATION SER	0000295613	08/08/2018	GARBAGE SERVICE - EMS BUIL	100-42220-384	41.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - SCHWALBACH'	100-42220-406	22.43	
COTTONWOOD CO ASSESSOR	20180822	08/22/2018	BEACON SUBSCRIPTION-CITY	100-42220-480	60.00	
				Activity 42220 - Fire Fighting Total:	1,284.89	
Activity: 43100 - Streets						
NCPERS MINNESOTA	8446918	08/28/2018	INSURANCE #844600 - SEPT 2	100-43100-133	80.00	
AMAZON CAPITAL SERVICES, I	149D-JGVV-WJ16	08/21/2018	MATERIALS & EQUIPMENT	100-43100-215	329.00	
GMS INDUSTRIAL SUPPLIES, I	042502	08/15/2018	SUPPLIES	100-43100-217	164.46	
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	100-43100-224	49.99	
UNIQUE PAVING MATERIALS C	38325	08/24/2018	MAINTENANCE MATERIALS	100-43100-224	695.49	
RUNNINGS SUPPLY, INC	#71920 7-24-18	08/22/2018	MAINTENANCE	100-43100-225	11.97	
RUNNINGS SUPPLY, INC	#71920 7-24-18	08/22/2018	MAINTENANCE	100-43100-241	12.99	
MN ENERGY RESOURCES	20180810E	08/21/2018	HEATING #0505064121-00001	100-43100-383	59.47	
HOMETOWN SANITATION SER	0000295573	08/13/2018	GARBAGE SERVICE - STREET D	100-43100-384	84.73	
LOCATORS & SUPPLIES, INC	0268745-IN	08/15/2018	SUPPLIES / MAINTENANCE	100-43100-401	169.95	
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	100-43100-404	31.96	
LOCATORS & SUPPLIES, INC	0268745-IN	08/15/2018	SUPPLIES / MAINTENANCE	100-43100-404	659.53	
FOX BROTHERS OF SANBORN,	69863	08/28/2018	MAINTENANCE	100-43100-405	725.87	
FOX BROTHERS OF SANBORN,	69891	08/28/2018	MAINTENANCE	100-43100-405	350.23	
FORCE AMERICA DISTRIBUTIN	IN001-1264390	08/15/2018	MAINTENANCE	100-43100-405	312.84	
RDO EQUIPMENT CO	P74615	08/15/2018	MAINTENANCE	100-43100-405	174.00	
HARRISON TRUCK CENTERS	R203002849:01	08/17/2018	MAINTENANCE - UNIT 46A	100-43100-405	747.51	
				Activity 43100 - Streets Total:	4,659.99	
Activity: 45120 - Recreation						
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - SCHEELS - BAS	100-45120-215	67.95	
WINDOM AREA SCHOOL -VO	20180822	08/22/2018	REFEREE - SAND VB TOURNEY	100-45120-215	350.00	
HUNTER WALKIN	20180822	08/24/2018	UMPIRING - 7 GAMES	100-45120-217	240.00	
				Activity 45120 - Recreation Total:	657.95	
Activity: 45202 - Park Areas						
NCPERS MINNESOTA	8446918	08/28/2018	INSURANCE #844600 - SEPT 2	100-45202-133	16.00	
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	100-45202-211	44.77	
RUNNINGS SUPPLY, INC	#71920 7-24-18	08/22/2018	MAINTENANCE	100-45202-241	67.27	
HOMETOWN SANITATION SER	0000295574	08/13/2018	GARBAGE SERVICE - SQUARE	100-45202-384	46.12	
HOMETOWN SANITATION SER	0000295591	08/13/2018	GARBAGE SERVICE - ISLAND P	100-45202-384	95.81	
HOMETOWN SANITATION SER	0000295593	08/13/2018	GARBAGE SERVICE - WRA	100-45202-384	105.83	
HOMETOWN SANITATION SER	0000295594	08/13/2018	GARBAGE SERVICE - KASTLE KI	100-45202-384	54.74	
HOMETOWN SANITATION SER	00005295592	08/13/2018	GARBAGE SERVICE - TEGELS P	100-45202-384	38.25	
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - SPORT SUPPLY	100-45202-406	223.99	
				Activity 45202 - Park Areas Total:	692.78	
					Fund 100 - GENERAL Total:	22,908.65
Fund: 211 - LIBRARY						
Activity: 45501 - Library						
NCPERS MINNESOTA	8446918	08/28/2018	INSURANCE #844600 - SEPT 2	211-45501-133	16.00	
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - AMAZON - SU	211-45501-200	464.59	
MN ENERGY RESOURCES	20180809A	08/15/2018	HEATING #0504542703-00001	211-45501-383	35.21	
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	211-45501-402	23.19	
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - MOTHER EART	211-45501-433	14.95	
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - HANDY MAN	211-45501-433	18.15	
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - POPULAR MEC	211-45501-433	29.97	
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - PEOPLE MAGA	211-45501-433	51.48	
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - AMAZON - BO	211-45501-435	138.32	
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - AMAZON - BO	211-45501-435	-17.79	
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - AMAZON - BO	211-45501-435	-3.99	
MICROMARKETING, LLC	733181	08/21/2018	BOOKS	211-45501-435	34.99	
				Activity 45501 - Library Total:	805.07	
Activity: 49950 - Capital Outlay						
AMAZON CAPITAL SERVICES, I	1CLL-H4N1-L4NG	08/21/2018	NETWORKS	211-49950-500	254.00	

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY OF WINDOM	20180828A	08/28/2018	BUILDING PERMIT - LIBRARY -	211-49950-500	869.75
			Activity 49950 - Capital Outlay Total:		1,123.75
			Fund 211 - LIBRARY Total:		1,928.82
Fund: 225 - AIRPORT					
Activity: 45127 - Airport					
BEST OIL COMPANY	16147	08/21/2018	FUEL - JET A	225-45127-264	7,583.43
BEST OIL COMPANY	16155	08/21/2018	FUEL - JET A	225-45127-264	7,535.43
SOUTHWEST MN BROADBAN	#886 7-26-18	08/21/2018	SERVICE #886	225-45127-321	26.54
			Activity 45127 - Airport Total:		15,145.40
Activity: 49950 - Capital Outlay					
SEH	353815	08/13/2018	AIRPORT MASTER PLAN	225-49950-500	13,880.00
			Activity 49950 - Capital Outlay Total:		13,880.00
			Fund 225 - AIRPORT Total:		29,025.40
Fund: 230 - POOL					
Activity: 45124 - Pool					
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	230-45124-200	36.50
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	230-45124-211	16.46
HAWKINS, INC	4331507	08/21/2018	CHEMICALS	230-45124-216	154.50
HAWKINS, INC	4335569	08/13/2018	CHEMICALS	230-45124-216	530.47
TYLER WOITAS	1537567-1	08/28/2018	#0306297-001 -SWANK MOTI	230-45124-217	350.00
MN ENERGY RESOURCES	20180809C	08/21/2018	FLOOD DAMAGE - POOL	230-45124-383	3,011.53
HOMETOWN SANITATION SER	0000295595	08/13/2018	GARBAGE SERVICE - SWIMMI	230-45124-384	84.83
			Activity 45124 - Pool Total:		4,184.29
			Fund 230 - POOL Total:		4,184.29
Fund: 235 - AMBULANCE					
Activity: 42153 - Ambulance					
BRITTANY ESPENSON - RIVERS	20180718	08/20/2018	SERVICE	235-42153-217	200.00
STANDARD TEXTILE CO INC	6019144	08/15/2018	OPERATING SUPPLIES	235-42153-217	178.20
MEMSA	20180829	08/29/2018	MEMSA CONFERENCE - 2018 -	235-42153-308	1,550.00
VERIZON WIRELESS	9812351903	08/17/2018	SERVICE FOR LAP TOPS 7/8 - 8	235-42153-321	115.56
MEGAN BRAMSTEDT	20180828	08/28/2018	EXPENSE - AMBULANCE	235-42153-334	66.53
TIM HACKER	20180828	08/28/2018	EXPENSE - AMBULANCE	235-42153-334	129.98
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - BROWN INDU	235-42153-350	64.24
MN ENERGY RESOURCES	20180808	08/15/2018	HEATING #0616354678-00001	235-42153-383	23.71
HOMETOWN SANITATION SER	0000295613	08/08/2018	GARBAGE SERVICE - EMS BUIL	235-42153-384	28.00
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	235-42153-404	4.99
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - AMAZON MAI	235-42153-405	55.05
ARROW MANUFACTURING IN	4605	08/17/2018	MAINTENANCE - UNIT #29	235-42153-405	1,600.00
AMERIPRIDE SERVICES INC.	2800923223	08/21/2018	SERVICE #280001722	235-42153-406	18.56
			Activity 42153 - Ambulance Total:		4,034.82
			Fund 235 - AMBULANCE Total:		4,034.82
Fund: 250 - EDA GENERAL					
Activity: 46520 - EDA					
NCPERS MINNESOTA	8446918	08/28/2018	INSURANCE #844600 - SEPT 2	250-46520-133	24.00
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - DELL COMPUT	250-46520-200	723.52
CENTURY BUSINESS PRODUCT	434582	08/15/2018	SUPPLIES	250-46520-200	69.91
EHLERS & ASSOC., INC.	77736	08/21/2018	TIF ADMIN - WINDOM	250-46520-301	240.00
EHLERS & ASSOC., INC.	77904	08/21/2018	TIF REPORTING-WINDOM	250-46520-301	5,340.00
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - SALES COACH	250-46520-308	247.00
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD -GODFATHER'S	250-46520-438	28.30
COTTONWOOD CO ASSESSOR	20180822	08/22/2018	BEACON SUBSCRIPTION-CITY	250-46520-480	58.00
			Activity 46520 - EDA Total:		6,730.73
			Fund 250 - EDA GENERAL Total:		6,730.73

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 307 - 2017 STREET PROJECT					
Activity: 41000 - General Government					
DGR ENGINEERING	00230517	08/21/2018	2017 STREET IMPROVEMENTS	307-41000-500	1,022.36
Activity 41000 - General Government Total:					1,022.36
Fund 307 - 2017 STREET PROJECT Total:					1,022.36
Fund: 401 - GENERAL CAPITAL PROJECTS					
Activity: 49950 - Capital Outlay					
RUNNINGS SUPPLY, INC	#71920 7-24-18	08/22/2018	MAINTENANCE	401-49950-439	552.10
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	401-49950-439	494.74
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - GUARDIAN IN	401-49950-439	915.88
CITY OF WINDOM	20180822	08/22/2018	ZONING APPLICATION FEE -ISL	401-49950-439	150.00
ZIESKE LAND SURVEYING	20180827	08/28/2018	ISLAND PARK - 2018 FLOOD B	401-49950-439	136.00
MC&R POOLS, INC	2181632-IN	08/22/2018	FLOOD DAMAGE REPAIR/MAI	401-49950-439	1,097.82
INDOFF, INC	3136061	08/13/2018	SUPPLIES - HOMEOWNER PAC	401-49950-439	19.98
SEH	353960	08/20/2018	WINDOM FEMA FLOODPLAIN	401-49950-500	1,146.22
Activity 49950 - Capital Outlay Total:					4,512.74
Fund 401 - GENERAL CAPITAL PROJECTS Total:					4,512.74
Fund: 601 - WATER					
Activity: 49400 - Water					
NCPERS MINNESOTA	8446918	08/28/2018	INSURANCE #844600 - SEPT 2	601-49400-133	32.00
BARCO MUNICIPAL PRODUCT	IN-229713	08/13/2018	SUPPLIES	601-49400-217	539.72
GOPHER STATE ONE CALL	8020817C	08/08/2018	CREDIT - REFUND #8020817 I	601-49400-321	-2.36
GOPHER STATE ONE CALL	8070820	08/07/2018	LOCATES	601-49400-321	31.38
RUNNINGS SUPPLY, INC	#71920 7-24-18	08/22/2018	MAINTENANCE	601-49400-322	67.33
INNOVATIVE SYSTEMS LLC	38686	08/08/2018	POSTAGE	601-49400-322	228.47
HP DATAONE, LLC	22	08/28/2018	#8 IN 2018	601-49400-326	1,328.13
INNOVATIVE SYSTEMS LLC	38439	08/08/2018	BILLING SYSTEM MAINTENAN	601-49400-326	760.50
INNOVATIVE SYSTEMS LLC	38576	08/08/2018	BILLING SOFTWARE SERVICE P	601-49400-326	517.50
INNOVATIVE SYSTEMS LLC	38686	08/08/2018	PROCESSING	601-49400-326	191.60
INNOVATIVE SYSTEMS LLC	38686	08/08/2018	INSERTS	601-49400-350	9.48
MN ENERGY RESOURCES	20180810A	08/17/2018	HEATING #0505923431-00001	601-49400-383	424.32
HOMETOWN SANITATION SER	0000295576	08/08/2018	GARBAGE SERVICE - WASTEW	601-49400-384	85.04
GARY MEYER - SCANDIA CON	INSP 18-07	08/24/2018	INSPECTION - 2 WATER TOWE	601-49400-402	800.00
RUNNINGS SUPPLY, INC	#71920 7-24-18	08/22/2018	MAINTENANCE	601-49400-404	37.74
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - LOCATORS & S	601-49400-404	98.58
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - HACH - SUPPLI	601-49400-404	484.52
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - HACH - SUPPLI	601-49400-404	39.98
DEFRIES COLLISION CENTER	11897	08/24/2018	SERVICE	601-49400-405	177.75
Activity 49400 - Water Total:					5,851.68
Fund 601 - WATER Total:					5,851.68
Fund: 602 - SEWER					
Activity: 49450 - Sewer					
NCPERS MINNESOTA	8446918	08/28/2018	INSURANCE #844600 - SEPT 2	602-49450-133	64.00
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - COUNTY STOP	602-49450-212	47.03
HAWKINS, INC	4335563	08/13/2018	CHEMICALS	602-49450-216	604.50
BARCO MUNICIPAL PRODUCT	IN-229713	08/13/2018	SUPPLIES	602-49450-217	539.73
MN VALLEY TESTING	930039	07/31/2018	TESTING	602-49450-310	158.40
MN VALLEY TESTING	930570	08/08/2018	TESTING	602-49450-310	241.60
MN VALLEY TESTING	931141	08/13/2018	TESTING	602-49450-310	52.00
MN VALLEY TESTING	931160	08/13/2018	TESTING	602-49450-310	241.60
MN VALLEY TESTING	931360	08/13/2018	TESTING	602-49450-310	158.40
MN VALLEY TESTING	932302	08/15/2018	TESTING	602-49450-310	241.60
MN VALLEY TESTING	932375	08/15/2018	TESTING	602-49450-310	158.40
GOPHER STATE ONE CALL	8020817C	08/08/2018	CREDIT - REFUND #8020817 I	602-49450-321	-2.36
GOPHER STATE ONE CALL	8070820	08/07/2018	LOCATES	602-49450-321	31.39
INNOVATIVE SYSTEMS LLC	38686	08/08/2018	POSTAGE	602-49450-322	228.48
HP DATAONE, LLC	22	08/28/2018	#8 IN 2018	602-49450-326	1,328.12
INNOVATIVE SYSTEMS LLC	38439	08/08/2018	BILLING SYSTEM MAINTENAN	602-49450-326	760.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INNOVATIVE SYSTEMS LLC	38576	08/08/2018	BILLING SOFTWARE SERVICE P	602-49450-326	517.50
INNOVATIVE SYSTEMS LLC	38686	08/08/2018	PROCESSING	602-49450-326	191.60
INNOVATIVE SYSTEMS LLC	38686	08/08/2018	INSERTS	602-49450-350	9.49
MN ENERGY RESOURCES	20180807	08/15/2018	HEATING #0506646838-00001	602-49450-383	48.01
MN ENERGY RESOURCES	20180809B	08/15/2018	HEATING #0506746718-00001	602-49450-383	19.20
MN ENERGY RESOURCES	20180810	08/17/2018	HEATING #0504488160-00001	602-49450-383	19.20
RUNNINGS SUPPLY, INC	#71920 7-24-18	08/22/2018	MAINTENANCE	602-49450-404	245.38
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	602-49450-404	5.98
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - USA BLUEBLO	602-49450-404	926.70
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - HACH - SUPPLI	602-49450-404	307.05
SUNSHINE FILTERS INC	132347	08/21/2018	MAINTENANCE	602-49450-404	546.60
MEBULBS	S25010790-01	08/21/2018	MAINTENANCE	602-49450-404	311.82
RUNNINGS SUPPLY, INC	#71920 7-24-18	08/22/2018	MAINTENANCE	602-49450-406	72.97
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	602-49450-408	9.99
WENNER HOLDINGS LLC	2487	08/22/2018	MAINTENANCE - INSPECTION	602-49450-408	5,563.50
WERNER ELECTRIC	5009880564.001	08/17/2018	MAINTENANCE	602-49450-409	90.91

Activity 49450 - Sewer Total: 13,739.29

Fund 602 - SEWER Total: 13,739.29

Fund: 604 - ELECTRIC

BORDER STATES	915931828	08/24/2018	INVENTORY	604-14200	265.54
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	604-16300	79.08
BORDER STATES	915962331	08/28/2018	SUBSTATION	604-16300	578.70

923.32

Activity: 49550 - Electric

NCPERS MINNESOTA	8446918	08/28/2018	INSURANCE #844600 - SEPT 2	604-49550-133	112.00
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - FRANK'S SHOE	604-49550-218	175.10
BORDER STATES	915952110	08/21/2018	CREDIT - UNIFORMS	604-49550-218	-95.44
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	604-49550-241	108.98
CMP - CENTRAL MUNICIPAL P	6385	08/15/2018	ENERGY - TRANSMISSION	604-49550-263	2,501.13
CMP - CENTRAL MUNICIPAL P	6385	08/15/2018	TRANSMISSION	604-49550-263	139,770.01
CMP - CENTRAL MUNICIPAL P	6385	08/15/2018	ENERGY	604-49550-263	185,860.21
DEPARTMENT OF ENERGY	BFPB000800718	08/13/2018	POWER COST	604-49550-263	79,821.84
COTTONWOOD CO ASSESSOR	20180822	08/22/2018	BEACON SUBSCRIPTION-CITY	604-49550-303	58.00
GOPHER STATE ONE CALL	8020817C	08/08/2018	CREDIT - REFUND #8020817 I	604-49550-321	-2.36
GOPHER STATE ONE CALL	8070820	08/07/2018	LOCATES	604-49550-321	31.39
INNOVATIVE SYSTEMS LLC	38686	08/08/2018	POSTAGE	604-49550-322	228.47
HP DATAONE, LLC	22	08/28/2018	#8 IN 2018	604-49550-326	1,328.12
INNOVATIVE SYSTEMS LLC	38439	08/08/2018	BILLING SYSTEM MAINTENAN	604-49550-326	1,521.00
INNOVATIVE SYSTEMS LLC	38576	08/08/2018	BILLING SOFTWARE SERVICE P	604-49550-326	223.90
INNOVATIVE SYSTEMS LLC	38686	08/08/2018	PROCESSING	604-49550-326	191.60
STEVE NASBY	20180821	08/21/2018	EXPENSE- CMPAS MONTHLY	604-49550-331	144.97
INNOVATIVE SYSTEMS LLC	38686	08/08/2018	INSERTS	604-49550-350	9.49
MN ENERGY RESOURCES	20180810C	08/21/2018	HEATING #0506419706-00001	604-49550-383	48.01
HOMETOWN SANITATION SER	0000295577	08/13/2018	GARBAGE SERVICE - ELECTRIC	604-49550-384	84.75
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	604-49550-402	13.99
BRAD BUSSA	20180828	08/28/2018	CLEANING	604-49550-402	184.60
LUCAN COMMUNITY TV INC	256	08/28/2018	SERVICE	604-49550-402	215.00
WERNER ELECTRIC	5009927658.001	08/28/2018	MAINTENANCE	604-49550-404	106.25
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - AUTO VALUE -	604-49550-405	9.99
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	604-49550-406	123.74
RAGE INC - CAMPUS CLEANER	08-010276	08/13/2018	SERVICE - POWER PLANT	604-49550-406	34.17
RUNNINGS SUPPLY, INC	#71920 7-24-18	08/22/2018	MAINTENANCE	604-49550-408	183.31
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - WINDOM FAR	604-49550-408	29.99
EARL F. ANDERSEN	0118136-IN	08/21/2018	SUPPLIES	604-49550-408	474.55
ELECTRIC FUND	187	08/28/2018	EL - SUBSTATION	604-49550-408	334.07
ELECTRIC FUND	188	08/28/2018	EL - TRUCK STOCK	604-49550-408	151.13
RDO EQUIPMENT CO	P74765	08/21/2018	MAINTENANCE	604-49550-408	726.42
J. H. LARSON	S101802630.001	08/13/2018	MAINTENANCE	604-49550-408	998.74
ELECTRIC FUND	189	08/28/2018	EL - ELECTRIC SHOP	604-49550-409	15.52

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Payment Dates: 08/17/2018 - 08/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RANDALL KREMIN	20180828	08/28/2018	ENERGY REBATE	604-49550-450	175.00
ELECTRIC FUND	185	08/21/2018	EL - OBSOLETE	604-49550-463	585.29
ELECTRIC FUND	186	08/28/2018	EL - OBSOLETE	604-49550-463	20.32
				Activity 49550 - Electric Total:	416,503.25
				Fund 604 - ELECTRIC Total:	417,426.57

Fund: 609 - LIQUOR STORE

Activity: 49751 - Liquor Store

NCPERS MINNESOTA	8446918	08/28/2018	INSURANCE #844600 - SEPT 2	609-49751-133	16.00
RAGE INC - CAMPUS CLEANER	08-010863	08/13/2018	SERVICE - RIVER BEND LIQUO	609-49751-211	48.57
AH HERMEL COMPANY	724411	08/13/2018	MERCHANDISE	609-49751-217	86.62
JOHNSON BROS.	1070128	08/08/2018	MERCHANDISE	609-49751-251	618.77
JOHNSON BROS.	1070129	08/08/2018	MERCHANDISE	609-49751-251	550.78
JOHNSON BROS.	1075546	08/13/2018	MERCHANDISE	609-49751-251	1,107.61
BREAKTHRU BEVERAGE MN	1080841239	08/15/2018	MERCHANDISE	609-49751-251	1,699.90
SOUTHERN GLAZER'S OF MN	1716039	08/13/2018	MERCHANDISE	609-49751-251	388.35
PHILLIPS WINE & SPIRITS	2399007	08/08/2018	MERCHANDISE	609-49751-251	4,099.50
PHILLIPS WINE & SPIRITS	2402888	08/13/2018	MERCHANDISE	609-49751-251	4,890.83
PHILLIPS WINE & SPIRITS	276565	08/28/2018	CREDIT - MERCHANDISE	609-49751-251	-86.00
PHILLIPS WINE & SPIRITS	286086	08/28/2018	CREDIT - MERCHANDISE	609-49751-251	-201.00
PHILLIPS WINE & SPIRITS	303308	08/21/2018	CREDIT - MERCHANDISE	609-49751-251	-10.83
PHILLIPS WINE & SPIRITS	303310	08/21/2018	CREDIT - MERCHANDISE	609-49751-251	-120.00
SOUTHERN GLAZER'S OF MN	5032920	08/08/2018	MERCHANDISE	609-49751-251	2,782.74
SOUTHERN GLAZER'S OF MN	5032921	08/08/2018	MERCHANDISE	609-49751-251	57.15
JOHNSON BROS.	696960	08/28/2018	CREDIT - MERCHANDISE	609-49751-251	-132.86
BEVERAGE WHOLESALERS	019276	08/15/2018	MERCHANDISE	609-49751-252	7,191.75
BEVERAGE WHOLESALERS	020413	08/28/2018	MERCHANDISE	609-49751-252	15,187.08
JOHNSON BROS.	1070130	08/08/2018	MERCHANDISE	609-49751-252	123.00
ARTISAN BEER COMPANY	3281050	08/01/2018	MERCHANDISE	609-49751-252	248.00
ARTISAN BEER COMPANY	3282712	08/13/2018	MERCHANDISE	609-49751-252	182.50
ARTISAN BEER COMPANY	430955	08/21/2018	CREDIT - MERCHANDISE	609-49751-252	-37.00
DOLL DISTRIBUTING, LLC	497450A	08/28/2018	MERCHANDISE	609-49751-252	98.75
DOLL DISTRIBUTING, LLC	501936	08/20/2018	MERCHANDISE	609-49751-252	4,100.60
DOLL DISTRIBUTING, LLC	506411	08/28/2018	MERCHANDISE	609-49751-252	123.00
DOLL DISTRIBUTING, LLC	506412	08/28/2018	MERCHANDISE	609-49751-252	15,499.50
JOHNSON BROS.	696084	08/28/2018	CREDIT - MERCHANDISE	609-49751-252	-6.36
JOHNSON BROS.	1075547	08/13/2018	MERCHANDISE	609-49751-253	1,094.58
BREAKTHRU BEVERAGE MN	1080841239	08/15/2018	MERCHANDISE	609-49751-253	224.00
ROUND LAKE VINEYARDS & W	1315	08/20/2018	MERCHANDISE	609-49751-253	432.00
PAUSTIS WINE COMPANY	18997	08/08/2018	MERCHANDISE	609-49751-253	628.00
PHILLIPS WINE & SPIRITS	2399008	08/08/2018	MERCHANDISE	609-49751-253	160.00
PHILLIPS WINE & SPIRITS	2402889	08/13/2018	MERCHANDISE	609-49751-253	2,017.50
PHILLIPS WINE & SPIRITS	276566	08/28/2018	CREDIT - MERCHANDISE	609-49751-253	-146.63
CHANKASKA CREEK	282879	08/20/2018	MERCHANDISE	609-49751-253	58.80
SOUTHERN GLAZER'S OF MN	5032922	08/08/2018	MERCHANDISE	609-49751-253	244.00
JOHNSON BROS.	696083	08/28/2018	CREDIT - MERCHANDISE	609-49751-253	-4.00
BEVERAGE WHOLESALERS	020413	08/28/2018	MERCHANDISE	609-49751-254	128.00
PHILLIPS WINE & SPIRITS	303309	08/21/2018	CREDIT - MERCHANDISE	609-49751-254	-3.33
PBC - PEPSI BEVERAGES COM	36510510	08/08/2018	MERCHANDISE	609-49751-254	237.46
DOLL DISTRIBUTING, LLC	506412	08/28/2018	MERCHANDISE	609-49751-254	14.00
AH HERMEL COMPANY	724411	08/13/2018	MERCHANDISE	609-49751-254	175.55
RED BULL DISTRIBUTION CO, I	K-35145714	08/13/2018	MERCHANDISE	609-49751-254	62.80
AH HERMEL COMPANY	724411	08/13/2018	MERCHANDISE	609-49751-256	170.68
PHILLIPS WINE & SPIRITS	2402889	08/13/2018	MERCHANDISE	609-49751-259	23.50
ARCTIC GLACIER U.S.A. INC	1946821301	08/01/2018	MERCHANDISE	609-49751-261	167.55
ARCTIC GLACIER U.S.A. INC	1946822002	08/13/2018	MERCHANDISE	609-49751-261	113.16
AH HERMEL COMPANY	724411	08/13/2018	MERCHANDISE	609-49751-261	10.72
PHILLIPS WINE & SPIRITS	286087	08/28/2018	CREDIT - MERCHANDISE	609-49751-265	-40.00
JOHNSON BROS.	659575	08/28/2018	CREDIT - MERCHANDISE	609-49751-265	-32.00
JOHNSON BROS.	662572	08/28/2018	CREDIT - MERCHANDISE	609-49751-265	-160.00
JOHNSON BROS.	663753	08/28/2018	CREDIT - MERCHANDISE	609-49751-265	-306.63

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JOHNSON BROS.	1070128	08/08/2018	MERCHANDISE	609-49751-333	9.00
JOHNSON BROS.	1070129	08/08/2018	MERCHANDISE	609-49751-333	24.36
JOHNSON BROS.	1075546	08/13/2018	MERCHANDISE	609-49751-333	11.31
JOHNSON BROS.	1075547	08/13/2018	MERCHANDISE	609-49751-333	35.08
BREAKTHRU BEVERAGE MN	1080841239	08/15/2018	MERCHANDISE	609-49751-333	18.81
SOUTHERN GLAZER'S OF MN	1716039	08/13/2018	MERCHANDISE	609-49751-333	8.20
PAUSTIS WINE COMPANY	18997	08/08/2018	MERCHANDISE	609-49751-333	8.75
ARCTIC GLACIER U.S.A. INC	1946821301	08/01/2018	MERCHANDISE	609-49751-333	1.00
ARCTIC GLACIER U.S.A. INC	1946822002	08/13/2018	MERCHANDISE	609-49751-333	1.00
PHILLIPS WINE & SPIRITS	2399007	08/08/2018	MERCHANDISE	609-49751-333	54.81
PHILLIPS WINE & SPIRITS	2399008	08/08/2018	MERCHANDISE	609-49751-333	10.44
PHILLIPS WINE & SPIRITS	2402888	08/13/2018	MERCHANDISE	609-49751-333	93.97
PHILLIPS WINE & SPIRITS	2402889	08/13/2018	MERCHANDISE	609-49751-333	45.24
PHILLIPS WINE & SPIRITS	276565	08/28/2018	CREDIT - MERCHANDISE	609-49751-333	-1.74
PHILLIPS WINE & SPIRITS	276566	08/28/2018	CREDIT - MERCHANDISE	609-49751-333	-1.75
PHILLIPS WINE & SPIRITS	286086	08/28/2018	CREDIT - MERCHANDISE	609-49751-333	-3.48
PHILLIPS WINE & SPIRITS	286087	08/28/2018	CREDIT - MERCHANDISE	609-49751-333	-1.74
PHILLIPS WINE & SPIRITS	303310	08/21/2018	CREDIT - MERCHANDISE	609-49751-333	-1.74
SOUTHERN GLAZER'S OF MN	5032920	08/08/2018	MERCHANDISE	609-49751-333	47.49
SOUTHERN GLAZER'S OF MN	5032921	08/08/2018	MERCHANDISE	609-49751-333	2.05
SOUTHERN GLAZER'S OF MN	5032922	08/08/2018	MERCHANDISE	609-49751-333	4.44
JOHNSON BROS.	659575	08/28/2018	CREDIT - MERCHANDISE	609-49751-333	-1.74
JOHNSON BROS.	662572	08/28/2018	CREDIT - MERCHANDISE	609-49751-333	-3.48
JOHNSON BROS.	663753	08/28/2018	CREDIT - MERCHANDISE	609-49751-333	-5.23
JOHNSON BROS.	696960	08/28/2018	CREDIT - MERCHANDISE	609-49751-333	-1.74
AH HERMEL COMPANY	724411	08/13/2018	MERCHANDISE	609-49751-333	4.95
KDOM RADIO	#0229 7-31-18	08/20/2018	ADVERTISING - RIVER BEND LI	609-49751-340	1,470.72
UAC	645225	08/28/2018	ADVERTISING	609-49751-340	459.95
TDS MEDIA DIRECT, INC	70814	08/28/2018	ADVERTISING	609-49751-340	248.00
MN ENERGY RESOURCES	20180810D	08/21/2018	HEATING #057314125-00001	609-49751-383	52.47
HOMETOWN SANITATION SER	0000295575	08/13/2018	GARBAGE SERVICE	609-49751-384	139.00
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	609-49751-402	3.98
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	609-49751-406	14.99
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	609-49751-409	397.23
J. H. LARSON	S101806305.001	08/20/2018	MAINTENANCE	609-49751-409	51.12

Activity 49751 - Liquor Store Total: **66,972.38**

Fund 609 - LIQUOR STORE Total: **66,972.38**

Fund: 614 - TELECOM

US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - FIBER STORE -	614-16400	498.00
CALIX	1367342	08/15/2018	CORE UPGRADE	614-16400	72,355.50
CALIX	1368262	08/15/2018	CORE UPGRADE	614-16400	4,187.88

77,041.38

Activity: 49870 - Telecom

NCPERS MINNESOTA	8446918	08/28/2018	INSURANCE #844600 - SEPT 2	614-49870-133	80.00
RAGE INC - CAMPUS CLEANER	08-010278	08/13/2018	SERVICE - WINDOM NET	614-49870-211	21.33
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	614-49870-227	27.98
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - FIBER STORE -	614-49870-227	80.00
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - BOLLARD COV	614-49870-227	318.85
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - AMAZON - MA	614-49870-227	52.72
RUNNINGS SUPPLY, INC	#71920 7-24-18	08/22/2018	MAINTENANCE	614-49870-241	39.28
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - AMAZON - TO	614-49870-241	19.95
OLSEN THIELEN & CO.,LTD	42847	08/15/2018	SERVICE - TELMAS CONSULTIN	614-49870-301	445.00
INTERSTATE TRS FUND	82580795053	08/28/2018	ASSESSMENT FOR 499-1 FILIN	614-49870-304	269.20
GOPHER STATE ONE CALL	8020817C	08/08/2018	CREDIT - REFUND #8020817 I	614-49870-321	-2.37
GOPHER STATE ONE CALL	8070820	08/07/2018	LOCATES	614-49870-321	31.39
INNOVATIVE SYSTEMS LLC	38686	08/08/2018	POSTAGE	614-49870-322	228.47
HP DATAONE, LLC	22	08/28/2018	#8 IN 2018	614-49870-326	1,328.13
INNOVATIVE SYSTEMS LLC	38439	08/08/2018	BILLING SYSTEM MAINTENAN	614-49870-326	1,521.00
INNOVATIVE SYSTEMS LLC	38439	08/08/2018	BILLING SYSTEM MAINTENAN	614-49870-326	875.00

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Payment Dates: 08/17/2018 - 08/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INNOVATIVE SYSTEMS LLC	38576	08/08/2018	BILLING SOFTWARE SERVICE P	614-49870-326	1,846.10
INNOVATIVE SYSTEMS LLC	38686	08/08/2018	PROCESSING	614-49870-326	191.60
NEUSTAR, INC.	L-0000025390	08/15/2018	NUMBER PORTS #10202	614-49870-326	5.25
INNOVATIVE SYSTEMS LLC	38686	08/08/2018	INSERTS	614-49870-350	9.49
MN ENERGY RESOURCES	20180808A	08/15/2018	HEATING #0507509833-00001	614-49870-383	13.32
HOMETOWN SANITATION SER	0000295578	08/13/2018	GARBAGE SERVICE - TELECOM	614-49870-384	73.92
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - MENARDS - M	614-49870-404	-87.72
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	614-49870-406	24.99
CENTURY LINK	465290A	08/24/2018	DIRECTORY LISTINGS #MN-CO	614-49870-441	158.07
CONSOLIDATED COMMUNICA	#1160904 8-1-18	08/15/2018	10 GB TRANSPORT - AUG. 201	614-49870-442	2,950.00
MLB NETWORK	107039	08/17/2018	SUBSCRIBER	614-49870-442	565.41
TEGNA	1431-1049	08/17/2018	SUBSCRIBER	614-49870-442	4,107.60
NEXSTAR BROADCASTING GR	1576-1127	08/17/2018	SUBSCRIBER	614-49870-442	4,041.15
NATIONAL CABLE TV COOP	18070850	08/17/2018	SUBSCRIBER	614-49870-442	86,178.50
UNITED COMMUNICATIONS C	20180731	08/17/2018	SUBSCRIBER	614-49870-442	3,912.00
CBS TELEVISION STATIONS	20180731	08/17/2018	SUBSCRIBER	614-49870-442	3,520.80
INDEPENDENT COMMUNIATI	20180731	08/17/2018	SUBSCRIBER	614-49870-442	2,419.97
REGISTER OF COPYRIGHTS	20180828	08/28/2018	ROYALTY PAYMENT - 2018	614-49870-442	1,888.08
FOX TELEVISION STATIONS, IN	415-1030	08/17/2018	SUBSCRIBER	614-49870-442	2,934.00
TOWER DISTRIBUTION COMP	696294	08/17/2018	SUBSCRIBER	614-49870-442	375.34
FOX SPORTS	064654	08/17/2018	SUBSCRIBER	614-49870-442	10,971.36
BTN - BIG TEN NETWORK	066840	08/17/2018	SUBSCRIBER	614-49870-442	2,357.88
UNIVERSAL SERVICE ADMIN C	UBDI0000993819	08/28/2018	499A CONTRIBUTION -	614-49870-443	1,377.13
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - DEPT OF LABO	614-49870-444	128.00
CONSOLIDATED CALL CENTER	11753	08/15/2018	DA / OPERATOR ASSISTANCE -	614-49870-445	131.79
CONSOLIDATED COMMUNICA	#1160904 8-1-18	08/15/2018	10 GB TRANSPORT - AUG. 201	614-49870-447	5,987.50
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - DREAMHOST	614-49870-447	139.00
MANKATO NETWORKS, LLC	388259	08/22/2018	SERVICE	614-49870-447	200.00
SWWC - SOUTHWEST WEST C	58342	08/13/2018	SUPPORT - SERVICE - JULY 201	614-49870-448	950.00
CENTURY LINK	#507-831-1075 8-16-18	08/28/2018	SERVICE 831-1075 104	614-49870-451	73.32
COTTONWOOD CO ASSESSOR	20180822	08/22/2018	BEACON SUBSCRIPTION-CITY	614-49870-480	58.00
REGISTER OF COPYRIGHTS	20180828	08/28/2018	ROYALTY PAYMENT - 2018	614-49870-480	1,910.87
				Activity 49870 - Telecom Total:	144,748.65
				Fund 614 - TELECOM Total:	221,790.03

Fund: 615 - ARENA

Activity: 49850 - Arena

NCPERS MINNESOTA	8446918	08/28/2018	INSURANCE #844600 - SEPT 2	615-49850-133	32.00
RUNNINGS SUPPLY, INC	#71920 7-24-18	08/22/2018	MAINTENANCE	615-49850-211	11.59
HEARTLAND PAPER COMPANY	499697-0	08/21/2018	SUPPLIES	615-49850-211	205.70
RUNNINGS SUPPLY, INC	#71920 7-24-18	08/22/2018	MAINTENANCE	615-49850-217	364.00
ASCAP	#500580363 8-20-18	08/28/2018	SERVICE #500580363	615-49850-326	14.00
MN ENERGY RESOURCES	20180813	08/21/2018	HEATING #0504094426-00001	615-49850-383	113.20
HOMETOWN SANITATION SER	0000295579	08/13/2018	GARBAGE SERVICE - ARENA	615-49850-384	130.88
RUNNINGS SUPPLY, INC	#71920 7-24-18	08/22/2018	MAINTENANCE	615-49850-404	107.20
SCHWALBACH HARDWARE	#72861 7-25-18	08/22/2018	MAINTENANCE	615-49850-404	237.26
RUNNINGS SUPPLY, INC	#71920 7-24-18	08/22/2018	MAINTENANCE	615-49850-406	169.93
NEGEN CONSTRUCTION LLC	20180812	08/21/2018	SERVICE	615-49850-406	745.00
PETERSON SMITH GRAVEL INC	3139	08/21/2018	MAINTENANCE	615-49850-406	651.00
GDF ENTERPRISES, INC	A14425	08/22/2018	MAINTENANCE	615-49850-406	339.00
				Activity 49850 - Arena Total:	3,120.76
				Fund 615 - ARENA Total:	3,120.76

Fund: 617 - M/P CENTER

CONVENT. & VISITOR BUREAU	20180828	08/28/2018	RETURN OF SPONSORSHIP - EI	617-36230	750.00
					750.00

Activity: 49860 - M/P Center

NCPERS MINNESOTA	8446918	08/28/2018	INSURANCE #844600 - SEPT 2	617-49860-133	32.00
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - EXPRESSWAY -	617-49860-212	10.70
US BANK	#8263 7-20-18	08/17/2018	CREDIT CARD - ALLTEC - SCRE	617-49860-217	-267.75
MN ENERGY RESOURCES	20180810B	08/17/2018	HEATING #0503741572-00001	617-49860-383	103.19

Expense Approval Report

Payment Dates: 08/17/2018 - 08/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RAGE INC - CAMPUS CLEANER	08-010277	08/13/2018	SERVICE - COMM CENTER	617-49860-406	59.50
				Activity 49860 - M/P Center Total:	-62.36
				Fund 617 - M/P CENTER Total:	687.64
Fund: 700 - PAYROLL					
LOCAL UNION #949	20180817	08/17/2018	UNION DUES - AUG. 2018	700-21707	1,730.96
LAW ENFORCEMENT LABOR S	20180817	08/17/2018	POLICE UNION DUES - AUG 20	700-21708	343.00
SELECTACCOUNT	38765444	08/21/2018	FLEX SPENDING	700-21712	624.89
SELECTACCOUNT	38776901	08/28/2018	FLEX SPENDING	700-21712	387.66
AFLAC	881089	08/15/2018	INSURANCE - AUGUST 2018 -	700-21715	204.00
AFLAC	881089	08/15/2018	INSURANCE - AUGUST 2018 -	700-21716	492.28
MN BENEFIT ASSOCIATION	2018-0035473	08/17/2018	INSURANCE 9/1/18 - PRE TAX	700-21717	4.84
NCPERS MINNESOTA	8446918	08/28/2018	INSURANCE #844600 - SEPT 2	700-21718	16.00
NCPERS MINNESOTA	8446918	08/28/2018	INSURANCE #844600 - SEPT 2	700-21718	16.00
MN BENEFIT ASSOCIATION	2018-0035473	08/17/2018	INSURANCE 9/1/18 - AFTER T	700-21719	109.17
					3,928.80
				Fund 700 - PAYROLL Total:	3,928.80
				Grand Total:	807,864.96

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	22,908.65
211 - LIBRARY	1,928.82
225 - AIRPORT	29,025.40
230 - POOL	4,184.29
235 - AMBULANCE	4,034.82
250 - EDA GENERAL	6,730.73
307 - 2017 STREET PROJECT	1,022.36
401 - GENERAL CAPITAL PROJECTS	4,512.74
601 - WATER	5,851.68
602 - SEWER	13,739.29
604 - ELECTRIC	417,426.57
609 - LIQUOR STORE	66,972.38
614 - TELECOM	221,790.03
615 - ARENA	3,120.76
617 - M/P CENTER	687.64
700 - PAYROLL	3,928.80
Grand Total:	807,864.96

Account Summary

Account Number	Account Name	Payment Amount
100-10201	Petty Cash Police	400.00
100-32198	Other Business License/	50.00
100-41110-326	Data Processing	37.00
100-41110-334	Meals/Lodging	104.51
100-41110-434	Employee Appreciation	247.59
100-41310-133	Employer Paid Insurance	80.00
100-41310-200	Office Supplies	89.34
100-41310-308	Training & Registrations	25.00
100-41310-326	Data Processing	539.39
100-41910-133	Employer Paid Insurance	24.00
100-41910-200	Office Supplies	758.47
100-41910-480	Other Miscellaneous	58.00
100-41940-383	Gas Utility	48.01
100-41940-384	Refuse Disposal	85.04
100-41940-406	Repairs & Maint - Groun	834.21
100-42120-133	Employer Paid Insurance	144.00
100-42120-200	Office Supplies	79.69
100-42120-308	Training & Registrations	220.00
100-42120-321	Telephone	114.12
100-42120-323	Radio Units	186.50
100-42120-326	Data Processing	140.00
100-42120-334	Meals/Lodging	322.98
100-42120-405	Repairs & Maint - Vehicl	381.75
100-42120-419	Vehicle Lease	2,292.76
100-42120-480	Other Miscellaneous	8,350.68
100-42220-200	Office Supplies	11.98
100-42220-211	Cleaning Supplies	27.83
100-42220-215	Materials & Equipment	598.08
100-42220-308	Training & Registrations	15.77
100-42220-310	Lab Testing	442.75
100-42220-321	Telephone	18.50
100-42220-326	Data Processing	10.00
100-42220-383	Gas Utility	35.56
100-42220-384	Refuse Disposal	41.99
100-42220-406	Repairs & Maint - Groun	22.43
100-42220-480	Other Miscellaneous	60.00
100-43100-133	Employer Paid Insurance	80.00

Account Summary

Account Number	Account Name	Payment Amount
100-43100-215	Materials & Equipment	329.00
100-43100-217	Other Operating Supplie	164.46
100-43100-224	Street Maint Materials	745.48
100-43100-225	Landscaping Materials	11.97
100-43100-241	Small Tools	12.99
100-43100-383	Gas Utility	59.47
100-43100-384	Refuse Disposal	84.73
100-43100-401	Repairs & Maint - Buildi	169.95
100-43100-404	Repairs & Maint - M&E	691.49
100-43100-405	Repairs & Maint - Vehicl	2,310.45
100-45120-215	Materials & Equipment	417.95
100-45120-217	Other Operating Supplie	240.00
100-45202-133	Employer Paid Insurance	16.00
100-45202-211	Cleaning Supplies	44.77
100-45202-241	Small Tools	67.27
100-45202-384	Refuse Disposal	340.75
100-45202-406	Repairs & Maint - Groun	223.99
211-45501-133	Employer Paid Insurance	16.00
211-45501-200	Office Supplies	464.59
211-45501-383	Gas Utility	35.21
211-45501-402	Repairs & Maint - Struct	23.19
211-45501-433	Dues & Subscriptions	114.55
211-45501-435	Books and Pamphlets	151.53
211-49950-500	Capital Outlay	1,123.75
225-45127-264	Merchandise For Resale	15,118.86
225-45127-321	Telephone	26.54
225-49950-500	Capital Outlay	13,880.00
230-45124-200	Office Supplies	36.50
230-45124-211	Cleaning Supplies	16.46
230-45124-216	Chemicals and Chemical	684.97
230-45124-217	Other Operating Supplie	350.00
230-45124-383	Gas Utility	3,011.53
230-45124-384	Refuse Disposal	84.83
235-42153-217	Other Operating Supplie	378.20
235-42153-308	Training & Registrations	1,550.00
235-42153-321	Telephone	115.56
235-42153-334	Meals/Lodging	196.51
235-42153-350	Printing & Design	64.24
235-42153-383	Gas Utility	23.71
235-42153-384	Refuse Disposal	28.00
235-42153-404	Repairs & Maint - M&E	4.99
235-42153-405	Repairs & Maint - Vehicl	1,655.05
235-42153-406	Repairs & Maint - Groun	18.56
250-46520-133	Employer Paid Insurance	24.00
250-46520-200	Office Supplies	793.43
250-46520-301	Auditing & Consulting Se	5,580.00
250-46520-308	Training & Registrations	247.00
250-46520-438	Meeting Expense	28.30
250-46520-480	Other Miscellaneous	58.00
307-41000-500	Capital Outlay	1,022.36
401-49950-439	Special Projects	3,366.52
401-49950-500	Capital Outlay - Office	1,146.22
601-49400-133	Employer Paid Insurance	32.00
601-49400-217	Other Operating Supplie	539.72
601-49400-321	Telephone	29.02
601-49400-322	Postage	295.80
601-49400-326	Data Processing	2,797.73
601-49400-350	Printing & Design	9.48

Account Summary

Account Number	Account Name	Payment Amount
601-49400-383	Gas Utility	424.32
601-49400-384	Refuse Disposal	85.04
601-49400-402	Repairs & Maint - Struct	800.00
601-49400-404	Repairs & Maint - M&E	660.82
601-49400-405	Repairs & Maint - Vehicl	177.75
602-49450-133	Employer Paid Insurance	64.00
602-49450-212	Motor Fuels	47.03
602-49450-216	Chemicals and Chemical	604.50
602-49450-217	Other Operating Supplie	539.73
602-49450-310	Lab Testing	1,252.00
602-49450-321	Telephone	29.03
602-49450-322	Postage	228.48
602-49450-326	Data Processing	2,797.72
602-49450-350	Printing & Design	9.49
602-49450-383	Gas Utility	86.41
602-49450-404	Repairs & Maint - M&E	2,343.53
602-49450-406	Repairs & Maint - Groun	72.97
602-49450-408	Repairs & Maint - Distrib	5,573.49
602-49450-409	Repairs & Maint - Utilitie	90.91
604-14200	Inventory	265.54
604-16300	Improvements Other Th	657.78
604-49550-133	Employer Paid Insurance	112.00
604-49550-218	Uniforms	79.66
604-49550-241	Small Tools	108.98
604-49550-263	Merchandise for Resale -	407,953.19
604-49550-303	Engineering and Surveyi	58.00
604-49550-321	Telephone	29.03
604-49550-322	Postage	228.47
604-49550-326	Data Processing	3,264.62
604-49550-331	Travel Expense	144.97
604-49550-350	Printing & Design	9.49
604-49550-383	Gas Utility	48.01
604-49550-384	Refuse Disposal	84.75
604-49550-402	Repairs & Maint - Struct	413.59
604-49550-404	Repairs & Maint - M&E	106.25
604-49550-405	Repairs & Maint - Vehicl	9.99
604-49550-406	Repairs & Maint - Groun	157.91
604-49550-408	Repairs & Maint - Distrib	2,898.21
604-49550-409	Repairs & Maint - Utilitie	15.52
604-49550-450	Conservation	175.00
604-49550-463	Obsolete Inventory	605.61
609-49751-133	Employer Paid Insurance	16.00
609-49751-211	Cleaning Supplies	48.57
609-49751-217	Other Operating Supplie	86.62
609-49751-251	Liquor	15,644.94
609-49751-252	Beer	42,710.82
609-49751-253	Wine	4,708.25
609-49751-254	Soft Drinks & Mix	614.48
609-49751-256	Tobacco Products	170.68
609-49751-259	Non- Alcoholic	23.50
609-49751-261	Other Merchandise	291.43
609-49751-265	Merchandise Returned f	-538.63
609-49751-333	Freight and Express	358.26
609-49751-340	Advertising & Promotion	2,178.67
609-49751-383	Gas Utility	52.47
609-49751-384	Refuse Disposal	139.00
609-49751-402	Repairs & Maint - Struct	3.98
609-49751-406	Repairs & Maint - Groun	14.99

Account Summary

Account Number	Account Name	Payment Amount
609-49751-409	Repairs & Maint - Utilitie	448.35
614-16400	Machinery & Equipment	77,041.38
614-49870-133	Employer Paid Insurance	80.00
614-49870-211	Cleaning Supplies	21.33
614-49870-227	Utility System Maint Sup	479.55
614-49870-241	Small Tools	59.23
614-49870-301	Auditing & Consulting Se	445.00
614-49870-304	Legal Fees	269.20
614-49870-321	Telephone	29.02
614-49870-322	Postage	228.47
614-49870-326	Data Processing	5,767.08
614-49870-350	Printing & Design	9.49
614-49870-383	Gas Utility	13.32
614-49870-384	Refuse Disposal	73.92
614-49870-404	Repairs & Maint - M&E	-87.72
614-49870-406	Repairs & Maint - Groun	24.99
614-49870-441	Transmission Fees	158.07
614-49870-442	Subscriber Fees	126,222.09
614-49870-443	Intergovernmental Fees	1,377.13
614-49870-444	License Fees	128.00
614-49870-445	Switch Fees	131.79
614-49870-447	Internet Expense	6,326.50
614-49870-448	On-Call Support	950.00
614-49870-451	Call Completion	73.32
614-49870-480	Other Miscellaneous	1,968.87
615-49850-133	Employer Paid Insurance	32.00
615-49850-211	Cleaning Supplies	217.29
615-49850-217	Other Operating Supplie	364.00
615-49850-326	Data Processing	14.00
615-49850-383	Gas Utility	113.20
615-49850-384	Refuse Disposal	130.88
615-49850-404	Repairs & Maint - M&E	344.46
615-49850-406	Repairs & Maint - Groun	1,904.93
617-36230	Contributions and Dona	750.00
617-49860-133	Employer Paid Insurance	32.00
617-49860-212	Motor Fuels	10.70
617-49860-217	Other Operating Supplie	-267.75
617-49860-383	Gas Utility	103.19
617-49860-406	Repairs & Maint - Groun	59.50
700-21707	Union Dues	1,730.96
700-21708	PD Union Dues	343.00
700-21712	Flex Account	1,012.55
700-21715	Individual Insurance-Afla	204.00
700-21716	Individual Insurance-Afla	492.28
700-21717	Individual Insurance-MB	4.84
700-21718	Individual Insurance-NC	32.00
700-21719	Individual Insurance-MB	109.17
	Grand Total:	807,864.96

Project Account Summary

Project Account Key	Payment Amount	
None	804,498.44	
Buildings	1,383.82	
EmProtect	1,982.70	
	Grand Total:	807,864.96

GA
8-29-18

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: Development Department
DATE: September 4, 2018 (City Council Meeting Date)
RE: SCDP Grant Requirements
DEPT: Development Department
CONTACT: Drew Hage, Development Director at 832-8661 or drew.hage@windommn.com

Recommendations/Options/Action Requested

After review, by Motions approve the following documents and authorize the Mayor's and City Administrator's signatures as required:

1. Contract for Administrative Services with the Southwest Minnesota Housing Partnership
 2. SCDP Residential Owner Occupied "Procedural Guidelines"
 3. Authorization (SWMHP to approve program applicants and sign reimbursement requests to DEED)
 4. Fair Housing Policy & Fair Housing Plan of Action
 5. Residential Antidisplacement... Plan
 6. Prohibition of Excessive Force Policy
 7. Certification for a Drug-Free Workplace
 8. SCDP Income Reuse Plan (for loan repayments)
-

Issue Summary/Background

The City of Windom has received notification that its SCDP application was approved and a Small Cities Development Program Grant will be awarded. The Minnesota Department of Employment and Economic Development ("DEED") is awaiting release of the funds from HUD for the program. At such time as DEED receives these funds, a Grant Agreement will be prepared by DEED for approval and signature by the City of Windom. In preparation for the grant award, there are numerous documents which require City Council approval.

The Southwest Minnesota Housing Partnership ("SWMHP") of Slayton prepared the SCDP application for the City. SWMHP has experience in the administration of SCDP grants and has offered its services to administer the SCDP grant for the City. A proposed Contract has been prepared for review by the City Council.

Because the grant award will consist of federal funds, there are numerous procedural guidelines and policies which the City Council needs to approve prior to receipt of the grant funds. Michele Clarke of SWMHP will be present at the September 4th City Council Meeting to review the documents with the Council and answer any questions that the Council may have at that time.

Fiscal Impact

There is no fiscal impact for the City. SWMHP's fee for administering the grant has been allocated in the program budget and will be paid from the SCDP funds.

Attachments

As listed above.

**CITY OF WINDOM
CONTRACT FOR ADMINISTRATIVE SERVICES WITH THE
SOUTHWEST MINNESOTA HOUSING PARTNERSHIP**

THIS CONTRACT, for Administrative Services is entered into this ___ day of _____, 2018 by and between the City of Windom, hereinafter referred to as the "City", and the Southwest Minnesota Housing Partnership, hereinafter referred to as the "SWMHP".

WHEREAS, the City has been awarded a Grant from the Minnesota Department of Employment and Economic Development ("DEED") Small Cities Development Program, hereinafter referred to as "SCDP" under a Grant Agreement between the City and the DEED herein after referred to as the "Grant Agreement"; and,

WHEREAS, the "Project" is hereinafter described as the rehabilitation of units in the City of Windom further described in Exhibit B; and,

WHEREAS, the City desires to contract with the SWMHP for Administrative Services.

WITNESSED: In consideration of the mutual covenants and agreements contained herein, the City and the SWMHP agree as follows:

1. The term of this Contract commences on the date first written above and terminates on _____, 2018 unless otherwise terminated herein.
2. The SCDP Work Program, **Exhibit A**, attached to this Contract, is acceptable to the City and is hereby made a part of this Contract.
3. The SCDP Budget, **Exhibit B**, attached to this Contract, is acceptable to the City and is hereby made a part of this Contract. City agrees to advance funds from its resources as shown on **Exhibit B**.
4. For the purposes of this Contract, the SWMHP shall be deemed an independent contractor and not an employee of the City. Any and all employees of the SWMHP or other persons while engaged in the performance of any work or services required by the SWMHP under this Contract, shall not be considered employees of the City; and any and all claims that may or might arise on behalf of said employees or other persons as consequence of any act or omission on the part of said employees or the SWMHP shall in no way be the obligation or responsibility of the City.
5. It is further agreed that the SWMHP shall defend and save the City harmless from any claims, demands, actions, or causes of action arising out of any act or omission on the part of the SWMHP, its agents, servants or employees in performance of, or with relation to any of the work or services provided to be performed or furnished by the SWMHP under the terms of this Contract; unless, such claims, demands, actions or causes of action arise out of the actions, in whole or in part, of the City.
6. Except as provided herein, the SWMHP shall not assign any interest in this Contract to any third-party, and shall not transfer any interest in the same, whether by assignment, subcontract or notation, without the prior written consent of the City.

7. The SWMHP specifically agrees to comply with the requirements of 24 CFR 135.20 and to provide such copies of said regulations as may be necessary for the information of parties to Contracts required to contain the Section 3 clause set forth in 24 CFR 135.20.
8. Any alteration, variation, modification, or waiver of the provisions of this Contract shall be valid only after it has been reduced to writing, duly signed by both parties, and attached to the original of this document.
9. The waiver of any of the rights and/or remedies arising under the terms of this Contract on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Contract. The rights and remedies provided or referred to under the terms of this Contract are cumulative and not mutually exclusive.
10. This Contract shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
11. The City shall have full access to all records relating to the performance of this Contract and will have all files related to this work under the Small Cities Development Program in its possession within 90 days of the expiration of this Contract.
12. In performing the provisions of this Contract, the SWMHP and the City agree to comply with all Federal, State, or local laws, and applicable rules, regulations, or standards established by any agency of such governmental units, which are now or hereafter promulgated.
13. In consideration of the prompt and efficient carrying out of the services described in this Contract, the City agrees to reimburse the SWMHP for its administrative duties identified on **Exhibit A** in amounts shown in the Administration line of the SCDP Budget on **Exhibit B**.

For the purpose of this Contract, administrative costs are defined as follows:

- a. Salary costs actually incurred by the SWMHP for time expended in all phases of the project.
 - b. Mileage, supplies, and publication expense.
 - c. Proportionate share of allowable overhead expenses figured on a time extended basis, according to the SWMHP's approved indirect cost allocation plan.
 - d. Administrative costs directly related to the record keeping and reporting functions as required by the Federal Government, DEED and as requested by the City.
14. In addition to administration related costs set forth above the SWMHP shall be reimbursed for rehabilitation costs shown in the SCDP Budget from such sources and in such amounts as are shown on **Exhibit B**. Accurate records of administrative costs and other costs shall be kept by the SWMHP, and billing shall be made at such times as are convenient to implement the SWMHP's requisition of funds for the project from City and other sources shown in the SCDP budget on **Exhibit B**.
 15. In addition to administration related costs and rehabilitation costs set forth above and on **Exhibit B** the SWMHP shall be reimbursed for any costs identified as unreimbursable (i.e. Lead Risk Assessments and translation services) from City funds.

16. Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any federal or state law or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this Contract shall remain in full force and effect.
17. The SWMHP hereby assigns to City any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust laws through the term of this Contract.
18. The City reserves the right to terminate this Contract if the SWMHP inexcusably fails to perform any of the provisions thereof. Such termination shall occur thirty (30) days after the receipt by the SWMHP of written notice specifying the grounds thereof, unless prior to the date, the SWMHP has cured the alleged nonperformance of the providers of this Contract. The SWMHP shall be entitled to compensation and reimbursement for services rendered and costs advanced up to the termination date.
19. The City shall be held responsible for the administration of the Project in relation to the following:
 - a. Provide information and data as necessary and assist the SWMHP in arranging meetings with elected officials or individuals to benefit the delivery of the Project.
 - b. Market the Project, as necessary, to potential applicants within the target area.
 - c. Provide written materials (i.e.; handouts) to applicants within the community, as needed.
 - d. Communicate administrative information about applicants or the community back to the SWMHP in a timely fashion.
 - e. Support the SCDP program through the City's activities and publications.
 - f. Participate in any monitoring requirements set by DEED.
 - g. Participate in any public notice requirements or programs set by DEED.
 - h. Disclose federal funds as per City's audit requirements.
20. Payment for this Contract is to be made from funds made available by City and other sources of funds as set out in Section 14 above. If at any time such funds are no longer available, this Contract shall be terminated immediately upon notice of such fact by the City or any other funding source. In the event of such termination the SWMHP shall be entitled to payment of services performed to such date.
21. This Contract may be canceled by the City or SWMHP at any time, with or without cause, upon thirty (30) days written notice to other party. In the event of such a cancellation, the SWMHP shall be entitled to payment for work or services performed to the date of notice of cancellation.
22. The book, records, documents, and accounting procedures and practices of the SWMHP, relevant to this Contract, may be subject to examination by the City's auditors. The SWMHP will receive a copy of the City's audit.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the date first mentioned above.

**SOUTHWEST MINNESOTA
HOUSING PARTNERSHIP**

CITY OF WINDOM

Chairperson

Mayor

Chief Executive Officer

City Administrator

Date

EXHIBIT A

SCDP WORK PROGRAM

The following Work Program is attached to the Administration Services Contract dated , 2018 and is a part thereof.

1. Staffing

- A. The SWMHP shall provide a sufficient supply of competent, trained staff to meet the needs of the Project and complete the assigned tasks identified in the Work Program, in the time frame set forth in the Contract. Staff shall include, but is not limited to, administrative staff, rehabilitation specialists/inspectors, clerical support, etc.
- B. The SWMHP is responsible for providing adequate office space, telephone, copying, postage, and other office expenses to provide administration services.
- C. Staff shall be trained by the SWMHP to ensure that they can perform the duties identified in the Work Program within the Contract.
- D. The SWMHP shall provide the City with a clear communication chain that the City would require for daily requests, problems/concerns/etc. The contact for daily information will be responsible for routing information within the SWMHP and its other staff.
- E. The SWMHP shall ensure that the location of their staff is structured such that they are geographically accessible to the applicants of the program for reasonable periods at a time during the Contract period.

2. Program Regulations

- A. The SWMHP staff will attend DEED trainings and informational sessions as provided by DEED to ensure that updates on the SCDP are utilized in the program.
- B. The SWMHP will receive and review regularly DEED updates on changes to the SCDP and incorporate them into the program.
- C. The SWMHP will rely on and communicate regularly with DEED staff to consult with them on programming issues.

3. Program Development

- A. The SWMHP will request from the City documentation on special conditions that would normally be found in standard grant agreements developed by DEED.
- D. The SWMHP will prepare submissions on the special conditions to properly document release of funds in an expeditious manner.
- E. The SWMHP will prepare all repayment agreements to be used in securing the SCDP funds for the City. The SWMHP will send the documents to the City for review and approval prior to use.
- F. The SWMHP will prepare a fact sheet customized to the City's program.
- G. The SWMHP will meet with the City's SCDP contact staff to better familiarize them with the program.
- H. The SWMHP will prepare the City's SCDP policies and procedures. The SWMHP will first present a draft copy for City approval prior to use.

4. Inspections and Bidding

- A. The SWMHP shall ensure that all inspection and bidding documents used are provided in accordance with SCDP requirements.
- B. The SWMHP shall inspect properties in a thorough and consistent manner documenting all reportable conditions using inspection forms and photography for each property and unit.
- C. The SWMHP shall ensure that deficiencies required to be met by all funding agencies used, State and Federal laws and health and safety standards are met.
- D. The SWMHP will adhere to competitive bidding procurement procedures set forth for Federal funding and will document communications and steps taken to meet federal requirements.
- E. The SWMHP will ensure that Federal requirements relating to the inspection, bidding and construction process are met.
- F. The SWMHP will manage the allocation of funds to individual units to achieve the project goal as stated in the Contract and will monitor allocation amounts and the running average to monitor its progress towards meeting this requirement on a routine basis.
- G. The SWMHP will obtain contractor mechanic lien waivers for all construction contract disbursements and submit them to the SWMHP.

5. Documents and Reporting

- A. The SWMHP will assemble files, execute proper documentation within the files, maintain complete records, document methodology on eligibility, and provide information to DEED for all file reviews if requested.
- B. The SWMHP will maintain the files for the review by the City upon request.
- C. The SWMHP will prepare all reports to DEED (ie; quarterly, annual) required during the Contract period.
- D. The SWMHP will provide monthly tracking reports to the City by the 10th of each month during the Contract period.
- E. The SWMHP will provide completed files to the City within 90 days past the end of the last day of the end of the scheduled contract term of the Project, which shall include a loan summary spreadsheet. The spreadsheet shall identify the borrower name, rehabbed property address, and SCDP loan amount.

6. Program Management

- A. The SWMHP will attend to regular reviews of program goals in relation to the Contract end date and performance.
- B. The SWMHP will oversee involvement in:
 - 1. Lead Assessment
 - 2. Uniform Relocation
 - 3. Davis Bacon Act
 - 4. Fair Housing Act
- C. The SWMHP staff will review key documents within individual borrower files during rehabilitation process.
- D. The SWMHP will prepare the Closeout Report for the City's public meeting.

7. Funding and Budgeting

- A. The SWMHP will coordinate budgets for individual activities from the total budgets provided in this agreement.
- B. The SWMHP will prepare the draws to City when proper documentation is submitted.
- C. The SWMHP will oversee payments to contractors in conjunction with the City.
- D. The SWMHP will reconcile the accounting of the Program with the City.

8. Outcomes

- A. The SWMHP and the City are responsible for meeting the goals set under the Project.
- B. The SWMHP is responsible for ensuring that participant's needs are met in a reasonable, friendly, professional manner within the confines of the SCDP

9. Federal Requirements

The SWMHP is required to ensure that the Project and the City meet the Federal Requirements outlined in a standard DEED Grant Agreement. Those include, but are not limited to:

- A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity in receiving Federal financial assistance.
- B. Title VIII of the Civil Rights Act of 1968 (P.O. 90-284), known as the Fair Housing Act of 1968, which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discrimination in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin.
- C. Executive Order 11063, as amended by Executive Order 12259, which prohibits discrimination because of race, color, religion (creed), sex or national origin, in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be development for residential use), or in the use of occupancy thereof, if such property and related facilities are among other things, provided in whole or in part with the aid of loans, advances, grants and contributions agreed to be made by the Federal Government.
- D. Section 109 of the Housing and Community Development Act of 1974, as amended, which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under the Act. The Act does not allow any discrimination on the basis of age under the Age Discrimination Act of 1975.
- E. Title 11 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations (24 CFR Part 41 and 24 CFR 570.602(a).
- F. Davis-Bacon Act, as amended, requiring payment of wages at prevailing rates, and the Contract Work Hours and Safety Standards Act.
- G. The National Environmental Policy Act of 1969.
- H. Section 3 of the Housing and Urban Development Act of 1968 which requires that to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing within the unit of local government in which the project is located; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing within the unit of local government.

- I. Title IV of the Lead-Based Paint Poisoning Prevention Act, as amended (41 U. S.C. Section 483 1).
- J. All parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable state and federal laws.
- K. The regulations, policies, guidelines, and requirements of Common Rule or Uniform Administrative Requirements and OMB Circular A-87 as they relate to the application, acceptance, and use of federal funds under this part.
- L. The Minnesota Government Practices Act, Chapter 13, including but not limited to Section 13.3 1.
- M. The regulations, reporting, and record keeping requirements as stated in the "Program Manual", as supplemented, provided by the DEED.
- N. Section 504 of the Federal Rehabilitation Act of 1973, Chapter 55 of the Minnesota State Building Code and the Minnesota Human Rights Act.
- O. All other applicable federal rules and regulations identified in a standard DEED Grant Agreement.

EXHIBIT B

**CITY OF WINDOM
HOUSING REHABILITATION
PROGRAM BUDGET**

Activity	Unit Goal	SCDP Funds	Matching Funds	Total
Owner Occupied Rehabilitation	20	\$364,000	\$156,000	\$520,000
Administration	15%	\$54,600	\$0	\$54,600
Total		\$418,600	\$156,000	\$574,600

THE CITY OF WINDOM
SMALL CITIES DEVELOPMENT PROGRAM (SCDP)
RESIDENTIAL OWNER OCCUPIED
- PROCEDURAL GUIDELINES -

A. PROGRAM OBJECTIVES

1. **FEDERAL OBJECTIVE:** The primary objective is to provide financial assistance to low to moderate income individuals who are residing in substandard housing.
2. **SECONDARY IMPACTS:** Secondary impact is to encourage the improvement of the general appearance and value of the housing stock while making a visible and substantial improvement upon the quality of life and appearance of the community.

B. PROGRAM ADMINISTRATION

1. **GENERAL ADMINISTRATOR:** The City of Windom is contracting with the Southwest Minnesota Housing Partnership (SWMHP); SWMHP is responsible for all phases of the administration of this Small Cities Development Program (SCDP) while a contract is in place. The SWMHP will be responsible for all financial and progress reports. SWMHP will have principle responsibility for the compliance with all Federal Regulations, adherence to the City of Windom Procedural Guidelines and SCDP regulations.
2. **FIELD ADMINISTRATOR:** Southwest Minnesota Housing Partnership (SWMHP) is responsible for housing rehabilitation field administration services. SWMHP is responsible for program delivery including: marketing, determination of household eligibility, application completion and approval, assist with packaging of project financing, housing inspections and suitability of housing rehabilitation, work write-ups, contract awards, interim inspections, change orders, final inspections, contractor payments and project close-outs.
3. **FEDERAL COMPLIANCE:** The City of Windom and SWMHP will share responsibility to comply with Federal Regulations regarding the implementation and administration of this Small Cities Development Program.

C. DEFINITIONS

1. **ALLOCATED FUNDS:** SCDP funds that have been reserved for an approved project.
2. **APPLICANT:** An applicant is defined as a homeowner who is gathering the proof of ownership of their property, current insurance policy, proof that the real estate taxes have been paid and third party income verification. No SCDP funds will be allocated for an applicant.

3. **APPROVED PROJECT:** An approved project is a project where the homeowner has completed all the applicant and client requirements; and competitive bids have been received and approved; the governing entity or SWMHP, if authorized by the governing entity, has approved the project; the homeowner has secured matching funds for their portion of the project; the SCDP funds have been allocated to the project; the SCDP Repayment Agreements, Mortgages or other funding documents for all matching funds have been signed and are ready to be recorded; and all escrow funds have been supplied to SWMHP.
4. **PROJECT MANAGER:** The Project Manager is an employee of the Field Administrator that will be conducting the inspections, writing the scope of work, preparing bid packets and completing the construction management.
5. **CLIENT:** The client will be working with the Field Administrator in completing all necessary paperwork and inspections to determine if the project is suitable for rehabilitation; developing a scope of work; approving the scope of work; sending out the bid packets to contractors for review and bidding; and securing matching funds. No SCDP funds will be allocated for a client.
6. **INCOME:** SCDP requires independent third-party, written verifications on gross household income. Income projections must include but not be limited to: salary, councils, bonuses, earnings from part-time employment, interest, dividends, tips, gains on sale of securities, annuities, pensions, royalties, veterans administration compensation, net rental income from all sources, alimony & child support (if received), public assistance, sick pay, social security benefits, income received from business activities or investments, unemployment compensation, estate or trust income, and other miscellaneous income. Income from self-employment can be projected using the average of the last two years of income from Federal tax statements. Income of or resulting from foster children, live-in aides, children of live-in aides or children being pursued for legal custody or adoption who are not currently living with the household can be counted, but only if these same individuals are counted as residents of the household.
7. **PROJECT EQUITY:** Project Equity is defined as rehabilitation work being performed by a homeowner.

D. CONFLICT OF INTEREST

1. **GENERAL CONDITIONS:** No member of the governing body of the locality, no official voting member, or voting agent of the local unit of government Southwest Minnesota Housing Partnership (SWMHP), or other persons who exercise policy, decision-making function or responsibilities in connection with the planning and implementation of the Housing Rehabilitation Program shall directly or indirectly benefit from this program. This prohibition shall continue for one year after an individual's relationship with the local government or SWMHP ends. Specific prohibitions are as follows:
 - a. **Program Participation:** No member of the governing body of the locality, no official voting member, or voting agent of the local unit of

government or SWMHP as defined above, shall accrue direct or indirect program benefits.

- b. **Contractual Relationships:** No member of the governing body of the locality, no official voting member, or voting agent of the local unit of government or SWMHP as defined above, shall obtain direct or indirect interest in any contract, subcontract, or agreement in any activity in this program that provides financial compensation for services.
 - c. **Prohibition Extensions:** This prohibition extends to contracts or direct benefits in which a spouse, minor child or business partner may have personal or financial interest.
8. **DETERMINATION OF CONFLICT OF INTEREST:** When questions arise or a situation is unclear an initial Opinion of Conflict of Interest shall be sought from the City of Windom Attorney. That Attorney's Opinion will outline areas that the situation is within or outside applicable Federal Regulations 24 CFR 570, Uniform Administration Requirements and State Statutes 412.311 or 471-87 through 471.89. The Attorney's Opinion shall be forwarded to DEED Staff, and at DEED's discretion, shall be forwarded to the Minnesota Attorney General for the State's Legal Opinion.

E. HOUSEHOLD ELIGIBILITY

- 1. **INCOME ELIGIBILITY:** The housing rehabilitation program is designed to be of 100% benefit to households of low to moderate incomes. This will be achieved by following the gross income limits as set by the Department of Housing and Urban Development for the Section 8 Existing Housing Program. These limits shall be adjusted periodically upon HUD notification of income revisions.
- 2. **GROSS ANNUAL INCOME:** Income for the purposes of this program shall be defined as gross annual income. Income includes, but is not limited to the following sources:
 - a. Salary, wages, commissions, bonuses and tips.
 - b. Interest and dividends.
 - c. Annuities and pensions.
 - d. Rental property income (gross rents received subtracting interest, insurance, taxes, maintenance, and utilities).
 - e. Estate or trust income.
 - f. Gross annual income from self employment shall be deemed to be the net profit from said self employment, as declared by the applicant in Schedule C, D, or E, Part III, as appropriate, of the United States Internal Revenue Service form 1040, or any other such schedule as may be hereafter promulgated.
 - g. Any public assistance including but not limited to GA, AFDC, SSI and Unemployment Compensation for all household residents.

- h. Social Security, including survivor benefits.
 - i. Child support or Alimony payments.
 - j. Workers Compensation.
 - k. Business income for self employed individuals.
 - l. Interest income from lump sum insurance payments or judgments for health, accident, worker's compensation and personal or property losses.
3. **EXCLUDED INCOME:** Temporary, non-recurring or sporadic income shall not be considered as part of a household's annual income. That income will be as defined below:
- a. One Time or sporadic gifts.
 - b. Income from children under 18 years of age.
 - c. Payments for foster children.
 - d. Medical expense reimbursements.
 - e. Educational scholarships used for tuition, fees, or books.
 - f. Insurance lump sum payments or judgments for health, accident, worker's compensation and personal or property losses. Any interest income derived from such sources will be viewed as annual income.
 - g. Hazard duty pay to a household member in the Armed Forces. (NOT regular pay).
 - h. A capital gain.
 - i. Reimbursements for expenses.
4. **INCOME VERIFICATION:** All income shall be verified in writing by a third party. The following verification examples listed below are considered acceptable.
- a. An income verification sheet, which is signed by a third party at the source of income.
 - b. The previous two years federal tax returns shall be placed in the file for all applicants. Federal tax returns will be used to calculate income for those applicants who are self employed or have variable incomes. All schedules and attachments are necessary. All tax returns must be signed and dated.
 - c. Signed third party verifications from banks, savings and loans, insurance companies, and etc.

- d. Such other written/printed verifications as deemed appropriate by SWMHP.

Income verification information that is more than **90 days** old will not be considered current or valid and must be re-verified.

- 5. **ASSETS:** There will be no asset limitation associated with SCDP loans.
- 6. **DATA PRIVACY:** Information on program applicants shall be gathered and released in accordance with the Minnesota Data Practices Act. All information including names, addresses, income and income sources, assets and assets sources, credit reports and financial reports will not be released without prior, written consent of the applicant as specified by the Act. The Data Release Form will be signed by the applicant(s) and will inform the applicant of what information will be released and to whom. Information will only be gathered and released for solely administrative purposes such as eligibility determination, administrative review, coordination and securing of leverage funds. Private information may be released to the following agencies or organizations: The City of Windom, SWMHP, Minnesota Housing Finance Agency, Rural Development, Lending Institutions, MN DEED, and HUD.
- 7. **EVIDENCE OF FRAUD:** Any administering party participating in the Program shall refer evidence of fraud, misrepresentation, collusion or other misconduct on the part of the applicant or contractors in connection with the operation of the Program to the State of Minnesota Attorney General for investigation and possible legal action.

F. ELIGIBLE PROPERTIES

- 1. **SUBSTANDARD RESIDENTIAL PROPERTY:** Residential dwelling must be determined to meet the following classifications in order to be eligible for assistance under this SCDP Housing Rehabilitation Program.
 - a. The residential unit does not meet HUD's Section 8 Housing Quality Standards.
 - b. The residential unit does not meet applicable Fire Code, Occupancy Codes, National Electrical Code, Uniform Mechanical and Plumbing Codes.
 - c. The residential unit contains health and safety hazards.
 - d. The residential unit lacks safe, reliable water supply or sanitary wastewater disposal.
 - e. The residential unit does not meet Minnesota Energy Efficiency Standards.
 - f. The residential unit fails to provide suitable shelter in some other obvious and apparent manner.

2. **SUITABILITY FOR REHABILITATION:** Residential dwellings must be determined as suitable candidates for rehabilitation in order to receive SCDP funds. That determination shall be based on a number of factors including structural viability/housing deficiencies, historic significance, cost of rehabilitation versus post market value, housing replacement costs and other socioeconomic factors.

a. **Structural Viability/Housing Deficiencies:** Will be determined by the number and severity of structural damage and house system deficiencies existing in the home to be rehabilitated candidate. Sufficient funding from SCDP and Leverage Funds sources must be available to address all existing structural deficiencies.

b. **Historic Significance:** Residential units that possess historic significance will be reviewed outside of normal market value economic considerations.

c. **Housing Replacement Costs/Socioeconomic Factors:** When a residential unit has been determined to be unsuitable for rehabilitation, housing replacement costs or socioeconomic factors **must** be considered in the final determination of unsuitability. These factors include:

- 1) Lack of Housing Alternatives.
- 2) Cost of Relocation.
- 3) Expense of Housing Alternatives.
- 4) Abnormal Low Market Values due to depressed market.
- 5) Physical condition and age of resident.

If the Field Administrator and Applicant choose to invoke one of the Factors above and proceed with the rehabilitation, the Field Administrator must present the documentation to the governing body and request a waiver.

d. **Disclosure of Loan to Value:** Should the total cost of rehabilitation exceed 125% of the after rehabilitation market value, the Field Administrator must disclose to the applicant the loan to value position they will be in when undertaking the SCDP loan. The disclosure must also be provided to the applicant in writing.

3. **DECLARATION OF UNSUITABLE FOR REHABILITATION:** When a residential unit has been determined as not suitable for rehabilitation by the governing body, the Field Administrator must document the file with written documentation and present such information to the governing body. The documentation shall consist of the following:

- a. Inspection Report.
- b. Estimated Cost of Repairs.

- c. Zoning/Location.
 - d. Historic Review (SHPO).
 - e. Socioeconomic Factors Review.
4. **ELIGIBLE STRUCTURES:** The property must be a residential structure occupied by the owner. The following structures will be eligible to receive assistance through this housing rehabilitation program:
- a. Owner occupied single-family detached homes.
 - b. Owner occupied attached homes.

The following structures will be ineligible to receive assistance through this housing rehabilitation program:

- a. Owner-occupied mobile homes.
5. **TARGET AREA:** See attached map
6. **OWNERSHIP REQUIREMENTS:** The following requirements must be met relating to ownership and the execution of the repayment agreement:
- a. **Fee Simple Absolute:** All owners named by deed, and if applicable their spouses, must execute the repayment agreement prior to the commencement of work.

Properties held in trust and life estates are generally not eligible and must be transferred into another ownership type above that is eligible. Contract for deed transactions are not eligible. The Field Administrator must review the document prior to eligibility determination.

7. **PRIOR SCDP FUNDING RECIPIENTS:** Properties that have been rehabilitated with SCDP funds prior to the current application may only be eligible for additional SCDP funds under the following conditions:
- a. Ten full years have lapsed since the date of the Repayment Agreement under the previous SCDP Program.
 - b. The property currently contains a very serious health and safety deficiency (e.g. failing furnace, mold, and structural damage). This deficiency must be verified prior to application by a qualified third party (e.g. City's Building Official).
8. **OCCUPANCY STANDARDS:** The property to be rehabilitated shall be the principal place of residence of the applicant defined as being occupied by the applicant for more than 6 months consecutively prior to the any work being conducted on the property. Failure to meet occupancy standards will result in denial of application or repayment of the unforgiven portion of the SCDP loan.

9. **HOMEOWNER'S INSURANCE:** The applicant must carry current homeowner's hazard insurance both at the time of the application and through the term of loan with a minimum coverage equal to all liens held against the property. Where the applicant does not have said insurance at the time of application, the applicant will be issued a Denial letter and the application will be placed on hold until insurance can be secured or a letter from the insurance company stating the property will be covered after the rehabilitation has been complete. If a letter is given by the insurance company the funds for the first six months will need to be held in an escrow account. The lack of insurance is considered an incomplete application so no funds will be held for an applicant while they are securing the homeowner's insurance.
10. **TAX DELINQUENCY:** Applicants receiving rehabilitation assistance must be current with property tax payments and assessments. Verification must be provided in the file. Where payments are not current, at the time of application, the applicant will be issued a Temporary Denial and the application will be placed on hold until payments are paid current. No SCDP funds will be held for the applicant while payments are delinquent.
11. **DEFAULT AND BANKRUPTCY:** Applicants shall not be eligible to receive SCDP funding if the property to be rehabilitated is in default under its current home mortgage or comparable real estate obligation. An applicant will be ineligible to receive assistance through this rehabilitation program if the applicant is currently involved in bankruptcy proceedings.
12. **FLOOD PLAIN:** The City of Windom Target Area does encompass areas located within a flood plain. Locations within a flood plain will not be eligible for funds. The City may not issue a waiver on this item.
13. **PROPERTY ACCESS:** Applicants shall not be eligible to receive SCDP funding if the property and the elements to be repaired cannot be reasonably accessed by the Project Manager, Contractor, Building Official, and other SCDP staff. Entries and halls must be passable and a minimum of six (6) feet of clearance must be allowed around all elements and systems to be repaired.

G. PROJECT FUNDING

1. **OWNER OCCUPIED PROGRAM DESIGN:** The SCDP project shall be funded based upon income. The income limits are updated each year by HUD. The following table details 80% Area Median Income:

HUD Section 8 Income Guidelines Effective April 2018

2.

HOUSEHOLD SIZE	Gross Income limits County Cottonwood
1	\$38,950
2	\$44,500
3	\$50,050
4	\$55,600
5	\$60,050
6	\$64,500
7	\$68,950
8	\$73,400

MAXIMUM FINANCING: The maximum SCDP loan amount extended to any applicant shall **not exceed \$25,000** per dwelling unit. While \$25,000 is the maximum SCDP loan, the average SCDP loan of **\$18,200 per unit** will be maintained. If the total cost of repairs exceeds the maximum SCDP loan limits, the applicant will be responsible to secure additional financing beyond the required matching leverage amount for the applicant's income. Southwest Minnesota Housing Partnership (SWMHP) will assist the applicant to secure leverage funding. If the applicant is unable to secure the necessary funding, then the scope of the project will be reduced in a manner that is consistent with funding regulations and adopted housing standards.

3. **OWNER OCCUPIED ATTACHED HOUSING:** Where SCDP loans are granted for rehabilitation of owner occupied attached homes, funds may only be used for 1) rehabilitation of the structural components of the eligible unit and 2) the internal components of the eligible unit. Funds may not be used for the rehabilitation of the internal/external components of the non-owner occupied unit within the attached units. The amount of the rehab dollars associated with the owner occupied portion of the house will be determined by the percentage of the square footage of the building that is occupied by the owner.
4. **FINANCING TERMS:** The City of Windom Small Cities Development Program (SCDP) Housing Rehabilitation Program will have different financing categories based on applicant income. The financing will consist of:
- a. **Deferred Loans:** A 0% deferred loan will be defined as a loan without interest or periodic payments which must be repaid in the event the improved property is sold, transferred, conveyed or ceases to be the borrower's principal place of residence. This loan is forgiven 10% per full year and fully forgiven after 10 full years of the date of the document. The Deferred Loan must only be used for SCDP eligible repairs as determined by the Field Administrator and SCDP Housing Rehabilitation Program. The Deferred Loan will only be applied **toward 70%** of SCDP eligible repairs. The Deferred Loan is Non-Assumable.
 - b. **Leverage Funds:** Shall be any funds used to provide for rehabilitation activities performed at an eligible applicant's dwelling unit other than the funds provided by the Small Cities Development Program. Leverage

sources will be determined by income, homeowner debt and debt carrying capacity, homeowner credit worthiness and property eligibility. Leverage funds must only be used for repairs determined eligible by the Field Administrator and leverage fund Programs. The leverage funds will be applied **to the remaining 30%** or the remaining total amount of the project costs for eligible rehabilitation costs.

Very Low Income Applicants will not be excluded from participation in the Housing Rehabilitation Program due to the lack of leverage funds. To allow Very Low Income Applicants time to secure remaining leverage and reach Approved Project status, files will remain open for 90 days or until all funds are allocated to Approved Projects, whichever comes first.

5. **Leverage Fund Sources:** The following fund sources **may be** accessed based on applicant income eligibility:
 - a. **Very Low Income:** Deferred loans and grants. These may be provided by the following programs and sources: Minnesota Housing Deferred Loan Program, D.O.E. Weatherization, Energy Assistance Repair Program, Farmers Home Administration's 504 Rural Housing Grant Program, Rural Development Housing Preservation Program, Federal Home Loan Bank Affordable Housing Program and the Greater MN Housing Fund. And where applicable, client contributions or other available financing sources.
 - b. **Lower Income:** Amortized loans, deferred loans and grants. These loans will be provided by the following programs and sources: Minnesota Housing Community Fix Up Fund or Fix Up Fund Loans, Farmer's Home Administration's 504 Rural Housing Loan Program; Local Bank Loans, Federal Home Loan Bank Affordable Housing Program and the Greater MN Housing Fund and where applicable, client contributions and other available financing sources.
6. **OTHER LEVERAGE SOURCES:** Leverage may be provided from sources other than private, public or non-profit Lenders as follows:
 - a. **Liquid Assets:** In some cases homeowners may wish to use liquid assets for leverage funds. When this occurs, homeowners will be required to deposit these funds into an escrow account with Southwest Minnesota Housing Partnership (SWMHP). These escrow funds must be in place prior to any allocation of SCDP funds or a Notice to Proceed is sent to a contractor. These funds will be held in an escrow account and will be released only after the homeowner has signed a completion certificate.
 - b. **Project Equity:** Applicants may only be allowed to perform the work on their home when they can provide written verification, by third party, that they currently are licensed in a construction trade in which they wish to work on their property (i.e., a Plumber may work on plumbing but not roofing).

If the applicant performs work on their home, they shall be given credit for their owner's match for only the materials they put into the property,

however, they will not be given credit towards their owners' match for labor or tools purchased for the project. All owners' match credit for materials must include a bona fide receipt from a vendor.

If the applicant is employed by a contractor and the employer wishes to bid on the applicant's project, the contractor may do so. If the contracting company is owned only in part or by another entity not related to the applicant, the contracting company may be reimbursed fully for its contract, should it perform. The contracting company may not be owned in whole by the applicant and expect to be paid for any labor or tools purchased for the project.

- c. **Prior Improvements:** No improvements made prior to the date of the inspection by the Field Administrator shall be allowed to be counted toward the project or the matching funds.
- d. **Escrow Fund Policy:** Funds will be held in escrow accounts from all sources, except where prohibited by other lending sources, until the improvement has been completed to the satisfaction of the applicant and the project manager. The escrow will be held in a special account labeled as "leverage funds" and cannot be released until the applicant has signed a completion certificate, indicating that they are releasing the funds to the contractor. The applicant will not earn interest on the escrowed funds.

H. ELIGIBLE IMPROVEMENTS

- 1. **GENERAL CONDITIONS:** It is the goal of this housing rehabilitation program to rehabilitate substandard housing to the HUD Housing Quality Standards, Minnesota Energy Efficiency Standards, and where applicable to the State and local Building Code. It will be the primary focus of this rehabilitation program to eliminate health, safety, energy and structural deficiencies in the dwelling units within the residential areas of target area. In all cases those types of housing deficiencies will be addressed before any other improvement can be considered. There will be no work funded through the Small Cities Development Program for strictly cosmetic purpose.
- 2. **ELIGIBLE IMPROVEMENTS:** The deficiencies identified and the improvements called out for by the Project Manager during the inspection process will meet the following tests:
 - a. Only permanent improvements: Permanent improvements shall be those that include, but are not limited to, alterations, renovations, or repairs upon and in connection with existing dwelling units, which correct defects and deficiencies in those units, which affect the safety, habitability, structural integrity or energy efficiency of the property.
 - b. The improvements shall only address HUD's Housing Quality Standards, Minnesota Energy Efficiency Standards and applicable Building Code.
 - c. The structure shall be livable, safe, structurally sound and habitable.

- d. Additions are generally ineligible unless the work is being undertaken to address accessibility issues. Documentation of such conditions is required in the file.
5. **WAIVER OF PROGRAM REQUIREMENTS:** Southwest Minnesota Housing Partnership (SWMHP), as the Field Administrator, may request a waiver of program requirements on behalf of an applicant that meets basic SCDP Program eligibility.

Waivers may be requested to address the following housing deficiencies:

- a. Repairs that address code violations that effect health and safety.
- b. Repairs that affect the elimination of Lead Based Paint and Asbestos.
- c. Repairs affecting structural integrity.
- d. Modifications to make the home handicapped accessible in cases where a medically documented need exists.
- e. SHPO mandated repairs, etc.

Waivers may not be requested that involve the following program areas:

- a. Maximum loan amount may not be increased.
- b. Eligibility requirements relating to property tax/assessment payments, etc.

In order to request a waiver of Program Requirements, Southwest Minnesota Housing Partnership (SWMHP) shall present a request in writing containing the following documentation to the governing body:

- a. Identification of necessary repairs and modifications.
- b. Identification of financial, repair cost, or debt carry issues that make the waiver necessary.
- c. Income/ownership eligibility status of applicant.
- d. Submitted bid amounts and selection of approved bid.
- e. Proposed financing package.

A determination shall be made by the approving entity. Southwest Minnesota Housing Partnership (SWMHP) shall inform the applicant of the approving entity's decision.

I. LEAD BASED PAINT

1. **GENERAL CONDITIONS:** The elimination of lead based paint is a priority of this Small Cities Development Program. The following procedures shall apply to the housing rehabilitation activities:

- a. All housing units built prior to 1978 will have a lead Risk Assessment completed.
- b. The Risk Assessment Report will be part of the rehabilitation project file.
- c. All applicants shall receive, review and sign, "Renovate Right" brochure. Rehabilitation files must indicate that owner has received a copy of the brochure. This document shall be part of the applicant file.
- d. Homeowners must receive the HUD Notice "Summary Risk Assessment Notice" and the file must show receipt of the Notice.
- e. Work write ups/specifications will incorporate the required lead hazard reduction options from the Risk Assessment Report and include language on required lead safe work practices, site preparation, prohibited practices and clearance.
- f. Owner-Contractor language will include prohibition of use of lead based paint, requirement for trained workers/supervisors and conducting work in accordance with lead safe work practices.
- g. Licensed supervisor must be available for lead hazard reduction work.
- h. A clearance examination where lead hazard reduction was carried out. Trained Sampling Technicians will conduct clearance examinations. Copy of the clearance report will be kept in the project file.

J. ANTI-DISPLACEMENT

The City of Windom does not anticipate any displacement with the SCDP activity. However, if it becomes necessary, the City will take action to minimize the displacement. In all cases the City will follow the requirements of the Uniform Relocation Act and the Section 104(d) regulations.

K. RELOCATION PROCEDURES

In the case of extensive lead hazard abatement, the applicant will be advised that the work will proceed only with temporary relocation of the applicant and all residents in the dwelling. It will be the responsibility of the applicant to voluntarily relocate during the abatement work and the applicant will assume all costs associated with the relocation. The applicant must attempt to relocate with families and friends first.

L. HISTORICAL SOCIETY REVIEW

1. **SHPO REVIEW:** All properties that are older than 45 years will be reviewed by the Minnesota Historical Society to determine if the structure is historically

significant **before** bids are let and any rehabilitation occurs. The file must contain documentation of approval from SHPO to proceed with rehabilitation.

2. **HISTORIC PROCEDURE:** After the Project Manager has completed the initial property inspection; the following will be submitted to the Minnesota Historical Society Officer (SHPO):

- a. A summary of the work to be done at the property.
- b. Photographs of the structure.
- c. Property description.
- d. Any other information request by the SHPO.

Prior to the issuance of the "Notice to Proceed", a response from SHPO must be in the file indicating approval of proposed work and/or required amendments to the proposed work. If the project is considered historically significant, any changes in the scope of the project required by the SHPO must be initiated.

M. MARKETING

1. **GENERAL MARKETING:** Southwest Minnesota Housing Partnership (SWMHP), on behalf of the City of Windom, will conduct outreach in the target area and will solicit applications should the initial pool of applicants become exhausted. The Southwest Minnesota Housing Partnership (SWMHP) may find new applicants in the following ways:

- a. Conduct community meeting(s) to inform the City of Windom residents of the availability of and application process for the Program.
- b. Issue press releases advertising community meetings and/or information on SCDP grant application both to local newspapers and to local radio stations.
- c. Make direct mailing of program information to the homeowners in the community if necessary to generate additional applicants.
- d. Develop posters and post them in prominent areas in the communities as well as distributing brochures at commodity distribution sites, where applicable.

2. **FAIR HOUSING/AFFIRMATIVE ACTION:** It is the policy of the City of Windom to work affirmatively to ensure that all persons regardless of race, creed, national origin, sex, marital status, age, handicap or reliance on public assistance shall be treated equally and fairly for purposes of this SCDP Housing Rehabilitation Program.

- a. Program promotion conducted by Southwest Minnesota Housing Partnership (SWMHP) and/or the City of Windom shall be inclusive and

will exercise care to avoid promotion methods that exclude eligible applicants.

- b. Southwest Minnesota Housing Partnership (SWMHP) will provide all applicants with printed information on Fair Housing at the time of application.
- c. An interpreter will be made available upon request for the public meetings if requested in advance.

The applicant (client and approved project) will be asked to provide an interpreter in all phases of the rehabilitation process at the applicant's expense.

N. APPLICATION AND APPLICANT SELECTION PROCEDURES

- 1. **APPLICATION PROCEDURES:** The application process will be opened to anyone living in the target area. The allocation of funds will be on a first come first serve basis.
 - a. **Announcement:** A letter will be mailed to all the pre-applicants and a notice will be published inviting all potential applicants to a meeting which will provide them with more information about the full application process and a chance to ask questions. If the applicant cannot attend the meeting, the letter includes information on where they can obtain an application packet.
 - b. **Applicant:** All applicants must turn in the initial documentation to SWMHP for screening which includes:
 - 1) Complete SCDP Application
 - 2) Proof of ownership
 - 3) Proof of insurance
 - 4) Third Party Income verification

The Field Administrator will review all the information provided by the applicant to determine if the applicant meets all the qualifications of the SCDP. If the applicant does not qualify or has not supplied the correct information, a letter will be sent to the applicant explaining why they do not qualify or what additional information is needed. If the applicant does qualify they will be notified and moved to the client phase of the program. At this time no SCDP funds will be reserved for the project.

- c. **Client:** The client will work with the Field Administrator in completing all necessary paperwork and scheduling the inspections to determine if the project is suitable for rehabilitation. The Field Administrator will

determine what work is necessary to bring the property into compliance with the Housing Standards. The Project Manager will determine the priority level of the necessary repairs. The Project Manager will then prepare a Bid Package (work write up), which will rectify any violations to the Housing Standards, local codes and other eligible repairs.

BID PACKAGE: Shall contain the following project and contractual documents:

- 1) Instructions to the bidder.
- 2) Bid Proposal.
- 3) Program Warranties.
- 4) General Conditions.
- 5) Specifications categorized by trade.

The Bid Package shall be considered a binding contract between the homeowner and the contractor performing work at the applicant's property.

The bid package will be given to approved contractors for review and bidding by the homeowner. When the bids are returned they will be reviewed by the Field Administrator and the Client to determine if the project should move forward in its entirety or if revisions need to be completed. The Client will need to secure all matching funds before they can move to the next phase of Approved Project. At this time no SCDP funds will be reserved for the project.

- d. **Approved Project:** The approved project will have met all the requirements of the applicant and client phases of the program along with having the project approved by the governing entity or SWMHP, if authorized by the governing entity before SCDP funds will be allocated to the project. When the funds have been allocated to the project the Field Administrator will complete the SCDP loan documents for the homeowner to sign. The matching funds will be made available by the homeowner and placed in an escrow account at SWMHP on the date the SCDP loan documents have been signed. Failure to supply the matching funds on this date will move the project back to the client stage and no SCDP funds will be allocated to the project until the matching funds are secured. The SCDP funds are issued on a first come first serve basis. If a project is moved back to the client stage there is no guarantee that the SCDP funds will be available when the client secures their matching funds.

O. CONTRACTING PROCEDURES

1. **PARTICIPATING CONTRACTORS:** All contractors participating in the Small Cities Development Program must have a Contractor's Application on file at the

Southwest Minnesota Housing Partnership (SWMHP) office. The application must contain proof of insurance coverage via a Certificate of Insurance Coverage and builder's license number. The contractors will be responsible for securing insurance of the amounts specified on the application form. All Contractors are required to follow all State and Federal laws.

2. **BID SOLICITATION:** The applicant may be provided a list of contractors recognized by Field Administrator by virtue of the contractor's filed application at Southwest Minnesota Housing Partnership (SWMHP). However, an applicant is free to solicit bids from any contractor they wish. In order for a contractor who is not on file at the Southwest Minnesota Housing Partnership (SWMHP) office to be awarded a bid, the contractor must furnish Southwest Minnesota Housing Partnership (SWMHP) with a Certificate of Insurance, license number and must complete a Contractor Application. Upon doing so the contractor may be awarded the bid. The Southwest Minnesota Housing Partnership (SWMHP) may mail out bid packages to contractors selected by the applicant.
3. **BIDDING:** Contractors will be allowed to bid on any and all rehabilitation projects. When lead certification is required, contractors must verify such certification in the bidding process.
4. **BID AWARDS:** The Contract shall be awarded to the lowest base bid, unless one of the following circumstances occurs:
 - a. The contractor has failed to follow the procedures as outlined in the Instructions to the Bidders, see Bid Package.
 - b. The contractor fails to bid according to the specifications and it proves impossible to compare that contractor's bid with the other contractors.
 - c. The bid is determined to be unrealistically low by the Project Manager.
 - d. The applicant does not want the low contractor to perform the work and agrees to pay the difference between the lowest bid and the preferred contractor's bid.
 - e. All bids in a trade category are determined to be unrealistically high or non-competitive, in which case all bids in the questionable trade category will be thrown out and different contractors solicited for bids.
5. **PROJECT PACKAGING:** Upon acceptance of the bid by the applicant and the Project Manager, the Project Manager will package the project according to the eligibility of the homeowner to the various leverage sources and the Small Cities Development Program. The package is then reviewed by the Field Administrator to ensure completeness and accuracy.
6. **PROJECT APPROVAL PROCEDURE:** The Project Manager will then present the project package to the governing body or SWMHP, if authorized by the governing entity for review and approval. The following information shall be provided to the governing body or SWMHP, if authorized by the governing entity on the project approval form:

- a. Location of Home (City, Loan Number) to be rehabilitated.
- b. Income/ownership eligibility status of applicant.
- c. Proposed rehabilitation to be completed.
- d. Proposed Financing Package.
- e. Miscellaneous information pertinent to the approval and completion of the project.

The governing body or SWMHP, if authorized by the governing entity will approve or deny the proposed work to be completed and the amount of the SCDP loan. Upon approval by the governing body or SWMHP, if authorized by the governing entity, the Repayment Agreement is drawn up by Southwest Minnesota Housing Partnership (SWMHP) and returned to the Project Manager for closing with the applicant.

7. **CONTRACTOR NOTIFICATION:** Upon closing the Project Manager issues a **Notice to Proceed** to the accepted contractors. The contractor (s) shall be responsible for obtaining any required building permit(s) from the Windom Build & Zoning Office. The Notice to Proceed will allow the contractor 90 calendar days in which to complete the awarded contract. Ninety days will be the allotted amount of time except under the following conditions.

- a. The work is weather dependent and weather conditions have not allowed the completion of the work.
- b. The Notice to Proceed is issued too late in the building season to allow weather dependent work to be completed on time.
- c. Unforeseen difficulties develop with the approved work and force a delay.

8. **CONTRACTOR CONTRACT:** Each selected contractor will enter into a contract with the applicant. The contract will outline the terms for completion of the rehabilitation on the home and will include, but is not limited to, the following:

- a. Project Start Date
- b. Project Completion Date.
- c. General Conditions.
- d. Warranties.
- e. Payment Terms.
- f. Termination Procedures.
- g. Specifies that the contract is between the applicant and the contractor.

9. **FAILURE TO START/COMPLETE PROJECT:** Upon receipt of the Notice to Proceed a contractor will have 90 calendar days in which to complete the contracted work. Failure to begin work within the first 60 calendar days will be grounds to terminate the contract.
10. **INTERIM INSPECTIONS:** After work begins, interim inspections will be scheduled by the Project Manager at a minimum of every 4 weeks to monitor work progress and work quality. If a dispute arises between an applicant and a contractor the Project Manager will attempt to find a means of resolving the conflict, but the Project Manager is not responsible for the final outcome.
11. **PAYMENT PROCEDURES:** All payments to contractors will be restricted as follows:
 - a. No pre-payments are allowable for any reason.
 - b. Lien Waivers are required for all contractors/sub-contractors before payment will be made.
 - c. Partial payments are made proportional with the work completed and all work is completed according to the specifications contained within the Bid Package and when the work meets with the approval of both the applicant and the Project Manager No payments will be made for work that has not yet been completed.
 - d. No retainage will be held for partial payments.
 - e. Partial payments are limited to a maximum of 85% of the total due on the completed portions of the project for that contractor.
 - f. In order for all contractors to be paid in full, a signed Completion Certificate must be presented at the time of payment. Both the applicant, the Project Manager and the contractor must sign the Completion Certificate.
 - g. Payments will be made only upon presentation of the following documents to SWMHP:
 - 1) Cover Form with Instructions.
 - 2) Billing Statement.
 - 3) Lien Waiver.
 - 4) Sworn Contractors Statement.
 - 5) Completion Certificate.
12. **CHANGE ORDERS:** Changes made to the contract require the signature of the applicant, the contractor, and the Project Manager on a Change Order. Change Orders will be allowed only for the following reasons:

- a. Changes made to the contract to rectify hidden deficiencies that are discovered once the work has begun.
- b. To change a specification due to unforeseen difficulties arising after work has begun.
- c. To address a deficiency that was inadvertently dropped from the project during project packaging.
- d. To approve changes in the contract time period.

13. TERMINATION OF CONTRACT: A contractor's contract can be terminated under the following procedures:

- a. Poor work performance on the job site and the demonstrated inability to rectify the poor workmanship. The cost of repairing poor workmanship and the higher costs of awarding the bid to the next lowest bidder shall be deducted from any amount owed to the initial contractor for work completed. In all cases a good faith effort will be made to allow the contractor the opportunity to rectify the problem before removal procedures are instituted. The Project Manager shall institute the following procedures when negotiating a workmanship problem:
 - 1) Shall set up a meeting at the job site with the contractor and applicant to attempt to come to a consensus.
 - 2) Shall contact the contractor the second time by certified mail notifying the contractor that the workmanship is still poor and specifying the areas that need to be addressed to satisfy the contract, giving the contractor a fifteen (15) day time limit in which to make the required repairs.
- b. Where collusion or fraud has been determined to exist on the part of the contractor.
- c. Lack of sufficient insurance coverage.
- d. The inability of the contractor to perform the work within the allotted time.
- e. Irreconcilable and irresolvable differences between the contractor and the applicant.
- f. The contractor requests to be removed from the contract. There will be no penalty associated with this request as long as the request is made within sixty days of receiving the Notice to Proceed.
- g. Contractors who are removed from a contract shall at the discretion of the agency maybe removed from the Approved Contractors List and may be prohibited from being awarded any contract with Southwest Minnesota Housing Partnership (SWMHP).

P. LOAN PACKAGES

1. **LOAN FILES:** Southwest Minnesota Housing Partnership (SWMHP), as the Field Administrator, shall maintain files on each applicant throughout the duration of the program. Each applicant's file shall include, but is not limited to, the following:
 - a. **SCDP Loan Application:** This form will provide information relative to family size and composition, employment information, household income and assets, applicant affordability, and monthly expenses. The form will also provide data on the property to be improved as well as other pertinent lending data as required by the Southwest Minnesota Housing Partnership (SWMHP). The Lead Paint Warning and Data Privacy Statement will be included in the file. The Lead Paint Warning will be signed by the applicant attesting that they have read and understand the dangers associated with lead based paint.
 - b. **Third Party Income Verification:** This form provides third party verification of an applicant's income. A representative from the source of income shall sign these forms.
 - c. **Income Tax Statements:** Copies of the applicant's signed federal income tax returns for the two preceding years, including all Schedules.
 - d. **Proof of Ownership:** Copies of a recorded deed and all attachments
 - e. **Proof of Insurance Coverage:** Copies of an insurance binder or certificate that ensures that proper hazard insurance is binding on the property.
 - f. **Property Inspection Form:** The Inspection Report shall be prepared by the Project Manager. The Inspection Report is designed to include a specific account of the condition of the property and all corrective actions necessary.
 - g. **SHPO Response:** A letter from SHPO indicating their approval or requirements for the project, if the property is over 45 years old and a Programmatic Agreement has been sign with SHPO. If a Programmatic Agreement is not in place, photos of all properties will have to be sent to SHPO for review and comment.
 - h. **Bid Package:** The Bid Package is the contract between the applicant and contractor and specifies the exact work which will be performed at the eligible household's property.
 - i. **Repayment Agreement:** This form is the legal mechanism by which a Lien is placed against the improved property until the loan is repaid, with no interest, at the time of property ownership transfer.
 - j. **Close-Out Packet:** A letter is sent to the homeowner informing them of completion and contains copies of the Repayment Agreement and Completion Certificates.
 - k. **Other Pertinent Information:** Other information important to the approval and completion of the project.

Q. LOAN REPAYMENT & PROGRAM INCOME

1. **LOAN REPAYMENT:** The City of Windom Small Cities Development Program repayment agreement consists of repayment terms for owner occupied projects. Deferred loan funds secured by repayment agreement will be repaid under the following terms:

a. **The City of Windom Small Cities Development Program Deferred Loan:** A 0% deferred loan will be defined as a loan without interest or periodic payments which must be repaid in the event the improved property is sold, transferred, conveyed or ceases to be the borrower's principal place of residence. This loan is forgiven 10% per full year and fully forgiven after 10 full years of the date of the document. The Deferred Loan must only be used for SCDP eligible repairs as determined by the Field Administrator and SCDP Housing Rehabilitation Program. The Deferred Loan will only be applied **toward a maximum of 70%** of SCDP eligible repairs. The Deferred Loan is Non-Assumable.

2. **PROGRAM INCOME:**

a. **Definition:** Program Income is defined as any funds in excess of \$35,000 returned to the City of Windom during the Federal Fiscal Year from deferred loans through loan repayments, interest earned on the fund themselves in an account, or fines assessed on SCDP funded contracts. DEED may determine other methods of generating Program Income and must be consulted.

Local Funds are defined as less than \$35,000 returned to the City of Windom during the Federal Fiscal Year from deferred loans through loan repayments, interest earned on the fund themselves in an account, or fines assessed on SCDP funded contracts. DEED may determine other methods of generating Program Income and must be consulted.

Program Income includes not only funds generated by SCDP grants, but also by the Small Cities Economic Development Set Aside Program, also administered by DEED. These include:

- 1) loan repayments (with interest, if applicable),
- 2) proceeds from the sale of property purchased with SCDP funds,
- 3) interest earned on the Program Income itself, once back under the control of the grantee, and/or
- 4) Fines assessed on SCDP funded contracts, among other things.

b. **Reporting:** The City of Windom is responsible for reporting to DEED annually on all Program Income.

c. **Earnings:** All earnings of Program Income must follow SCDP Federal Requirements, similar to an open grant.

d. **Open Grant:** Program Income earned while the grant is open must be used to fund approved activities and reduce current draws through the first 365 days of the open period. Beginning 120 days from the end of

the open grant period, the Program Income/Local Funds earned will be set aside for use in post-grant projects.

- e. **Closed Grant:** Program Income must be utilized only on activities approved in Income Reuse Plan. The Program Income must be used within two federal fiscal years after the reporting period in which it was collected. Unspent funds will be returned to DEED.

R. LOAN SUBORDINATION AND SATISFACTION PROCEDURE

AUTHORIZED LOAN SUBORDINATION:

Without further approval, City of Windom will authorize the subordination of its SCDP deferred loan under the following circumstances:

- a. The Borrower wishes to borrow funds for housing debt only (i.e. home repair) for SCDP-eligible repairs or to refinance the primary purchase-money mortgage on the property, as evidenced by loan documents from a lender.
- b. The City of Windom will review subordination requests and prepare subordinations. The applicant is responsible for the cost of all filing fees associated with the recording of subordination documents.

1.

- 2. **AUTHORIZED DEFERRED LOAN SATISFACTIONS:** Without further approval, the City of Windom will authorize the satisfaction of its SCDP deferred loan under the following circumstances:

- a. Upon the fulfillment of the full term of the SCDP loan.
- b. Upon payment of the remaining debt on SCDP loan.
- c. As otherwise determined satisfied by the City of Windom.

The City of Windom will prepare and provide to the applicant or applicant's representative a Satisfaction of Mortgage. The applicant is responsible for the recording fees associated with the recording of satisfaction documents.

S. APPEALS PROCEDURES

- 1. **APPLICANT DENIAL PROCEDURE:** If an applicant is denied for any reason, the Field Administrator will send a letter of denial to the applicant within 20 working days of the determination that the applicant or client does not qualify. The denial letter will clearly outline the reason for denial and inform the applicant that an appeals procedure is available
- 2. **APPLICANT APPEAL PROCEDURE:** If an applicant is dissatisfied with the level of assistance they have received, and where an applicant complaint cannot be resolved with the conduct of the administration, the Field Administrator will notify the applicant in writing that a written procedure for appeal is available. The appeals procedure is as follows:

- a. The applicant who wishes to make an appeal must submit such an appeal **in writing** to the City of Windom. The appeal must specifically state the complaint and how the applicant wishes the complaint to be resolved. The applicant will need to notify the City of Windom in writing within 30 days of the date of their notification of denial of financing.
- b. The complaint will be presented to the Windom City Council at a regularly scheduled meeting within 30 days of the receipt of the written complaint.
- c. The City of Windom will review the complaint and will make a determination concerning the complaint. The SWMHP will notify the applicant of the Windom City Council's decision regarding the appeal. Notification will be in writing and must be made within 10 working days of the decision.
- d. After an appeal action has been initiated, SWMHP will send the following information to the Minnesota Department of Employment and Economic Development, and the City of Windom.
 - 1) A copy of the written complaint and request for satisfaction under the appeals process.
 - 2) A copy of all correspondence between SWMHP and the appealing client concerning the appeal disposition.
 - 3) The final appeal disposition.

T. EXCESSIVE FORCE

The Armstrong/Walker "Excessive Force" Amendment, (P.L. 101-144) & Section 906 of Cranston-Gonzalez Affordable Housing Act of 1990 requires that a recipient of HUD funds:

- 1. Adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdiction against individuals engaged in nonviolent civil rights demonstrations; and
- 2. Adopt and enforce a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstration within its jurisdiction. The policy may be adopted by:
 - a. a local legislative act, such as in ordinance; or
 - b. a local administrative act, such as a written statement of policy by the local chief executive; or
 - c. an executive order; or
 - d. a regulation within the police department or sheriff's office

U. AMENDMENTS, DIRECTIVES

These procedural guidelines may be amended or supplemented by written agreement by SWMHP in coordination with the City of Windom.

V. ADOPTION

These procedural guidelines governing the administration of the City of Windom Small Cities Development Program for Owner Occupied Rehabilitation have been adopted by action of the Windom city Council.

Attest:

Mayor

Attest:

City Administrator

Date:

AUTHORIZATION

The City of Windom has received a Small Cities Development Program Grant #CDAP-
_____ O-FY18 to provide loans to homeowners. The City of Windom authorizes
Southwest Minnesota Housing Partnership or their assignee to act on the City's behalf for the
following activities:

_____ To approve each applicant as per the program policies which have been
approved by the City of Windom

_____ To sign the Reimbursement Payment request form as the Grantee's Authorized
Signature

The City of Windom has approved the above request on _____.

Title: Mayor

Title: City Administrator

**CITY OF WINDOM
ADOPTED
FAIR HOUSING POLICY**

The purpose of this policy statement is to formally declare the conviction and the intention of the City of Windom to further the aims of the Fair Housing Act and to assist the Secretary of Housing and Urban Development for the promotion and assurance of equal opportunity in housing with regard to race, color, religion, sex, handicap, familial status, national origin, or public assistance status. For the purposes of this public policy statement the following definitions will apply.

1. "Discriminatory Housing Practices" means any act that is unlawful under the Fair Housing Act.
2. "Dwelling" means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families.
3. "Fair Housing Act" means Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3600-3620).
4. "Familial Status" means one or more individuals (who have not attained the age of 18 years) being domiciled with -
 - (a) A parent or another person having legal custody; or
 - (b) The designee of such parent or other person having such custody, with the written permission of such parent or other person.
5. "Handicap" means, with respect to a person, a physical or mental impairment, which substantially limits one or more major life activity.

It will be the public policy of the City of Windom to formally support equal opportunity for all residents or persons who wish to become residents of the City of Windom and to ensure their rights to obtain decent, safe, and sanitary housing. The City of Windom will not tolerate discriminatory practices within its jurisdiction. The following practices have been declared to be discriminatory and unlawful under the Fair Housing Act:

1. To refuse to sell or rent or to negotiate for the sale or rental of any property based on race, creed, color, sex, religion, national origin, marital status, familial status, handicap, or in regard to public assistance.
2. To discriminate in terms, conditions, and privileges and in services and facilities.
3. To engage in any conduct which makes dwellings unavailable or denies dwellings to persons.

4. To make, print, or publish or cause to make, print, or publish discriminatory advertisements.
5. To represent that a dwelling unit is not for sale or rent when in fact it is.
6. To engage in blockbusting.
7. To deny access to or membership or participation in, or to discriminate against any person in his or her access to or membership or participation in, any multiple-listing service, real estate broker's association, or other service organization or facility relating to the business or selling or renting a dwelling or in the terms or conditions or membership or participation.

Whenever a complaint alleging a discriminatory housing practice is received within the jurisdiction of the City of Windom, the City will assist households who may have been discriminated against by providing the following services:

1. The City of Windom will provide Fair Housing information (pamphlets) to all interested parties.
2. The City of Windom will provide referral information concerning the ability of alleged discriminated households to make formal complaints to the State of Minnesota Department of Employment and Economic Development (DEED) and Federal Department of Housing and Urban Development (HUD).
3. The City of Windom will provide referral information enabling alleged discriminated households to contact Legal Services and the Minnesota Migrant Council.

This Fair Housing Policy is formally adopted by the City Council on behalf of the City of Windom this _____ day of _____, 2018

By: _____
Its: Mayor

By: _____
Its: City Administrator

Fair Housing Plan of Action

Minnesota Small Cities Development Program
State of Minnesota

Applicant Name: City of Windom

Date: _____

City of Windom
CDAP- -O-FY18
Further Fair Housing

The City of Windom understands its obligation to further fair housing practices under the Housing and Community Development Act, and other legislation and implementing regulations. Fair Housing is generally thought of as a condition in which individuals of similar levels in the same housing market area have a like range of housing choices available to them, regardless of race, color, religion, sex, national origin, handicap or familial status.

The City of Windom will undertake the following steps to further fair housing:

- The City of Windom will place fair housing posters at Government Center and at other gathering places within the City where the public may congregate and which provide a bulletin board for postings. The City will also maintain such postings throughout the year.
- The City will have the HUD "Fair Housing It's Your Right" brochure available at City Hall.
- The City will provide upon request fair housing materials and information to area banks, realtors and landlords.



**EQUAL HOUSING
OPPORTUNITY**

**RESIDENTIAL ANTIDISPLACEMENT, RELOCATION ASSISTANCE
AND DISPLACEMENT MINIMIZATION PLAN FOR THE
CITY OF WINDOM
OWNER-OCCUPIED REHABILITATION**

The City of Windom is participating in the Minnesota Small Cities Development Program. Through this participation, housing rehabilitation activities will occur. The consequence of the proposed activity is that the potential for displacement exists, although it is not anticipated. The purpose of the Residential Anti-displacement and Relocation Assistance Plan describes the steps that shall be taken to mitigate the adverse effects of displacement on low and moderate income persons.

- A. All occupied and vacant occupiable low-to-moderate income dwelling units demolished or converted to a use other than as low-to-moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.606 and 24 CFR Part 42 will be replaced. All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, The City of Windom will make public and submit to the Minnesota Department of Employment and Economic Development the following information in writing:
1. A description of the proposed assisted activity;
 2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low-to-moderate income dwelling units as a direct result of the assisted activity;
 3. A time schedule for the commencement and completion of the demolition or conversions;
 4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
 5. The source of funding and a time schedule for the provision of replacement dwelling units;
and
 6. The basis for concluding that each replacement dwelling unit will remain a low to moderate income dwelling unit for at least 10 years from the date of initial occupancy.
 7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of low and moderate income households in the City.

The City of Windom may request the Minnesota Department of Employment and Economic Development to recommend that the U.S. Department of Housing and Urban Development approve an exception to required replacement housing if there is an adequate local supply of vacant low-to-moderate income dwelling units in standard condition. Exceptions will be reviewed on a case-by-case basis as described in 24 CFR Part 507.488(c)(i)(b).

- B. Relocation assistance will be provided, as described in 24 CFR Part 570.488(c)(2), to each low to moderate income household displaced by the demolition of housing or by the conversion of a low to moderate income dwelling to another use as a direct result of assisted activities. Displaced low to moderate income persons may choose assistance under the Uniform Relocation Act or moving costs and an available Section 8 Housing voucher/certificate or moving costs and a housing assistance payment so that rent and utilities do not exceed 30% of household income for a period of years.

- C. Consistent with the goals and objectives assisted under the Act, the following steps will be taken to minimize the displacement of persons from their homes:
1. No rehabilitation construction activities will be undertaken that will cause permanent displacement as a result of these activities.
 2. My construction activities that may cause temporary displacement will be coordinated so that disruption of living accommodations is minimized.
 3. Demolition of existing structures will occur only under the following conditions:
 - a. That the structure has been identified as blighted and a hazard to the surrounding community.
 - b. That the cost of rehabilitation of the structure to a reasonably decent, safe, and sanitary condition exceeds the fair market value of that structure.

D. Definitions for the purposes of this plan are as follows:

A "low to moderate income dwelling unit" is a unit with a market rental, including utility costs, that does not exceed the applicable fair market rent for existing housing and moderate rehabilitation, as established under the Section 8 existing housing program.

A "vacant occupiable dwelling unit" is a unit that is vacated within the Small Cities grant target area after the developer or community began preparations for the project or less than a year before the grant was approved.

An "occupiable dwelling unit" is a unit that is in standard condition or has been raised to a standard condition from a substandard condition, suitable for rehabilitation,

A "standard condition" dwelling unit is a unit which meets HUD Section 8 Housing Quality Standards (HQS) with no major defects in the structure and only minor maintenance is required, Such a dwelling will have the following characteristics: reliable roofs; sound foundations; adequate and stable floors, walls and ceilings; surfaces and woodwork that are not seriously damaged nor have paint deterioration; sound windows and doors; adequate heating, plumbing, and electrical systems; adequate insulation; and adequate water and sewer systems, and not overcrowded (defined as more than one person per room).

A "substandard but suitable for rehabilitation condition" dwelling unit, at minimum, is a dwelling unit that does not meet Housing Quality Standards (HQS) with some of the same features as a "substandard condition" dwelling unit. This unit is likely to have deferred maintenance and may have some structural damage, such as a leaking, deteriorated interior surfaces, and inadequate insulation, A "substandard but suitable" dwelling unit, however, has basic infrastructure (including systems for clean water and adequate waste disposal) that allows for economically and physically feasible improvements and upon completion of rehabilitation meets the definition of a "Standard" dwelling unit,

E. Displacement Minimization,

1. Temporary Displacement. Temporary displacement occurs when people move out of their dwelling, business, or property for a short period of time due to activities of the Small Cities Development Program. Temporary displacement most frequently occurs with housing and commercial rehabilitation projects.

Actions that may be taken to minimize displacement include:

- a. Planning utility shut-offs for times most convenient to residents and business owners.

- b. Providing information and referral services to individuals who must temporarily leave their homes or businesses.
 - c. Establish temporary relocation facilities in order to house families whose displacement will be of short duration.
2. Permanent Displacement, Any person permanently and involuntary displaced will be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The term displaced persons means any person (family, individual; business, non-profit organization, or farm) that moves from real property or moves personal property from real property as a direct result of rehabilitation, demolition, or acquisition for a Small Cities Development Program project,

Actions to be taken to minimize displacement include:

- a. Informing tenants that they may be entitled to relocation payments and other assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).
- b. Informing tenants that they may be entitled to additional payments above the URA payment in compliance with requirements of section 104(d) of the Housing and Community Development Act of 1974, as amended. If rehabilitation activities raise the market rent (including utility costs) above the applicable fair market rent established by HUD's Section 8 existing housing program, then the unit must be replaced and low or moderate income tenants are entitled to additional payments in compliance with section 140(d),

RESOLUTION OF ADOPTION OF RESIDENTIAL ANTIDISPLACEMENT, RELOCATION ASSISTANCE, AND DISPLACEMENT MINIMIZATION PLAN,

BE IT RESOLVED THAT THE CITY COUNCIL MEMBERS OF THE CITY OF WINDOM HEREBY ADOPTS THE RESIDENTIAL ANTIDISPLACEMENT, RELOCATION ASSISTANCE, AND DISPLACEMENT MINIMIZATION PLAN.

I, Dominic Jones, Mayor of the City of Windom, Cottonwood County, State of Minnesota do hereby certify that the foregoing copy represents a true and correct copy of the original thereof on file in my office.

Dated: _____

Prohibition of Excessive Force Policy

The City of Windom prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in nonviolent civil rights demonstrations.

The City of Windom also will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction.

Mayor

City Administrator

Dated : _____

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

City of Windom

Program/Activity Receiving Federal Grant Funding

CDAP- -O-FY18

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Properties located within the target area of Windom

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Dominic Jones

Title

Mayor

Signature

Date

X

City of Windom

Small Cities Development Program (SCDP) Income Reuse Plan

All income and repayments received through the Small Cities Development Program (SCDP) loans will be used for further rehabilitation activities and will be consistent with the federal requirements. If income received exceeds \$35,000 in any given federal fiscal year (Oct. 1 – Sept. 30), the funds will follow federal policies regarding federal objectives, tiered environmental reviews, lead base paint, and federal labor standards. If income received is below the \$35,000 threshold, it will still be used for rehabilitation activities, but following federal policies is not required.

A SCDP Post Closeout Program Income Report will be accurately completed and submitted to the Minnesota Department of Employment and Economic Development (DEED) by October 15 each year.

This Income Reuse Policy is formally adopted by the City Council on behalf of the City of Windom this ____ day of _____, 2018

By: _____
Its: Mayor

By: _____
Its: 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: Steve Nasby, City Administrator *SN*
DATE: August 23, 2018
RE: Live Streaming of City Council Meetings
DEPT: Administration
CONTACT: Steve Nasby: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Authorizing staff to spend up to \$500 of 2018 CIP funds set-aside for Council Chamber upgrades for livestreaming of City Council meetings.

Issue Summary/Background

City Council meetings have been broadcast on live TV and replayed for many years. About three years ago City Council meetings were uploaded onto a YouTube Channel, but that was a short-lived effort with the student we had working with the City. Now with the conversion of many video subscribers to streaming services the concept of livestreaming City Council meetings has been raised.

The Telecom Department has done some research and found a cost-effective method of livestreaming the City Council meetings without having to heavily invest in new cameras, servers and software.

An alternative is to re-start the uploading of video of City Council meetings to a You Tube channel and do some promotion of it so the public knows how to access the information.

Fiscal Impact

Funds for this project have already been budget as part of the 2018 CIP for Council Chamber video upgrades. The anticipated cost of the project is \$500 for the hardware and a \$139 monthly reoccurring cost for video data storage.

Attachments

1. None

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: Steve Nasby, City Administrator *SN*
DATE: August 28, 2018
RE: Island Park Baseball\Football Field Fence Replacement Project
DEPT: Administration
CONTACT: Steve Nasby: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Award the Island Park Baseball\Football Field fence replacement project quote to Nate Brugman for a total cost of \$36,116.90.

Issue Summary/Background

The City will be taking on the replacement of the fence at the Island Park Baseball\Football Field as part of the flood restoration project. In discussions with FEMA this work is anticipated to be a FEMA eligible activity. Final determination to be made by FEMA if/when the State of Minnesota is declared a federal disaster area.

Windom Area School District has been working diligently with the Windom Baseball Association and the City on the Island Park Baseball\Football Field restoration.

Nate Brugman Quote - For the fence as specified per the Windom Area School District, including the safety cap and posts as follows, all set in concrete with 4' high fence using 3" diameter gate posts, 2.5" terminal posts and 2" line posts 7' high fence using 3" terminal and gate posts (except the 20' gate, which will be 4" posts), and 2.5" line posts

Total cost: \$30,616.90. Any changes to be charged by time and materials. To add green windscreen to the outfield portion of the fence will be an additional \$5,500.00

Century Fence Quote – Please see attached. Total Cost: \$40,625.00 to add green windscreen to the outfield fence would be an additional fee of \$5,850.00.

Fiscal Impact

The City had not budgeted for this project in 2018, but as part of the flood restoration project the costs should be covered by FEMA. Due to the federal designation still pending, the City would be taking on a

calculated risk of having to pay for this project if the federal designation is not made or the activity deemed ineligible by FEMA.

Attachments

1. Century Fence quote and terms\conditions.

CENTURY FENCE COMPANY

SINCE 1917 THE MARK OF PERMANENCE
 PO Box 277, Forest Lake, MN 55025



Office 651-464-7373
 Toll Free 800-328-9558
 Fax 651-464-7377
 Cell Phone 612-454-9755
 E-mail dharrison@centuryfence.com

8/23/2018

Phone: 507-831-6901 Fax:

Proposal To:

Windom Area Schools
 Wayne Wormstadt
 1400 17th St
 Windom, MN 56101

Ship To:

Island park
 Hwy. 62 & 4th Ave
 Windom, MN 56101

Installed Material Only Prepaid Freight Freight Collect **F.O.B.** **Delivery Schedule:**

Description

Furnish and Install:

700' Linear feet of Chain link fence, 7' high overall. Fabric shall be 2" mesh 9 gauge galvanized wire. Line posts shall be 2 1/2" O.D. and spaced a maximum of 8' on centers. Fence to include both top and bottom 1-5/8" O.D. rail.

All line posts to be set into 12" x 48" concrete foundation

225' Linear feet of Chain link fence, 4' high overall. Fabric shall be 2" mesh 9 gauge galvanized wire. Line posts shall be 2" O.D. and spaced a maximum of 8' on centers. Fence to include both top and bottom 1-5/8" O.D. rail. Line posts for 4' tall fence to be air driven to a depth of 4'.

- 3 - Single swing gate 8' wide by 7' high. Frame shall be constructed of 2" steel pipe welded at all corners to form a rigid panel.
- 2 - Double swing gate 12' wide by 7' high. Frame shall be constructed of 2" steel pipe welded at all corners to form a rigid panel.
- 1 - Double swing gate 20' wide by 7' high. Frame shall be constructed of 2" steel pipe welded at all corners to form a rigid panel.
- 1 - Single swing gate 10' wide by 4' high. Frame shall be constructed of 2" steel pipe welded at all corners to form a rigid panel.
- 2 - Single swing gate 8' wide by 4' high. Frame shall be constructed of 2" steel pipe welded at all corners to form a rigid panel.

All Gate Posts to be 4" O.D. and set into 12" x 48" concrete foundation

All End, Corner, and Latch posts to be 3" O.D. and set into 12" x 48" concrete foundation

All Fence and gates to have yellow safety cap installed onto top of fence.

Material and Labor: \$40,625.00

Excludes excavation through rock, frost and backfill
 Excludes locating of private utilities
 Price valid for 30 days

Acceptance: This proposal when accepted in writing by purchaser and by Century Fence Company's Main Office becomes a contract between two parties. The conditions on the attached "Terms and Conditions" sheet are made a part of this contract.

Terms of Payment: Net Cash upon receipt of invoice.

Buyer's signature _____ Date _____ Submitted by _____
 Derek Harrison



TERMS & CONDITIONS (Upon acceptance of proposal become binding to the contract, PLEASE INITIAL BELOW)

- 1). **Insurance coverage** - Century Fence will maintain standard General Liability and Worker's Compensation coverage as required by the state the work is to be performed in. Any additional coverage required by the General Contractor, Owner or Customer will be available only upon request, if it is available. An additional charge to cover the cost of that specific coverage will be considered an add order to the contract.
- 2). **Pricing** - The prices set forth herein are based upon current prices and are subject to change without notice.
- 3). **Change Order**- An extra charge will be made to Purchaser for any material or labor additional to that specified herein necessary to make a complete installation in a workmanlike manner and final measurement after erection will govern the amount of invoice.
- 4). **Installation** - All property line stakes and grade stakes are to be established by Purchaser. Fence is to follow ground lines unless otherwise provided for in this contract.
- 5). **Site Conditions** - Obstructions of every nature which in any manner interfere with the erection of fence shall be moved by Purchaser prior to commencing work on fence. This contract does not contemplate the encountering of rock, swampy conditions, or boulders larger than the hole to be dug. Should any of the above conditions be encountered, Purchaser shall pay the actual cost of the additional work caused thereby unless stated in this proposal.
- 6). **Job Delays** - When work is started by Century Fence under this contract, work may be continued to completion without interruption, including, without limitation, interruptions caused by other contractors or changes in the plans of Purchaser. In the event that Century Fence is required to withdraw from work after starting, Purchaser agrees to pay charges covering the actual expenses incurred. It is understood that when Century's crew reports to the job site by appointment, this constitutes starting work. Century Fence shall not be responsible for delays, defaults or damages occasions by any causes beyond Century's control including, without limitations, governmental actions or orders, embargoes, strikes, lockouts, fires and floods.
- 7). **Underground Obstructions** - Before work is started, Purchaser shall furnish Century with the location and character of any underground wire, pipe, sewers conduits, obstructions, conditions, or restrictions of any nature which might interfere with injuries, or other damages. If the Purchaser fails to do so, or if any of the release, indemnify, hold harmless and defend Century from and against any and all liability, loss damages, fines and expenses caused thereby or from any claims, demands or suites based thereon.
- 8). **Laws** - This contract is subject to all applicable laws, regulations and ordinances of any federal, state or local governmental authority or agency.
- 9). **Warranty**- All material and labor sold hereunder is warranted to be free from manufacturing defects for a period not to exceed (1) one year from date of completion and in the event of any breach hereunder will either be repaired or replaced without charge, or the purchase price refunded at the option of Century Fence. IN NO EVENT SHALL CENTURY FENCE BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES. There are not warranties which extend beyond the description on the face hereof.
- 10). **Payment** - Payment shall be net cash upon receipt of invoice with 18 annual interest charges on accounts past due 30 days. All accounts are payable in United States funds, free of exchange, collection or other charges. Century reserves the right to lien the owner of the property if timely payment is not received. **CREDIT CARD PAYMENTS SUBJECT TO 5% PROCESSING FEE**
- 11). **Costs of Collection**- Should the Buyer default in its obligations herein, the Buyer shall, in addition to other obligations herein, be liable to Century Fence Co. for all costs of collection, including reasonable attorney's fees.
- 12). **Building Permits** - Permits or license including the payment of fees therefore shall be the sole responsibility of Purchaser.
- 13). **Sale Terms** - The above and foregoing terms and conditions are the final expression of the terms and conditions of this contract, and are intended as a complete and exhaustive statement of the agreement. Modifications or change shall only be permitted by signed writing between the Purchaser and Century. This contract shall not be assigned by Purchaser, in whole, or in part, without the written consent of Century Fence, and shall be binding upon the successors, administrators, executors or assigns of the parties hereto. Waiver of any default shall not be considered as a waiver of any subsequent default. No conditions, terms, agreements, or stipulations other than those stated herein shall be binding on Century.

INITIAL

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: DREW HAGE, DEVELOPMENT DIRECTOR
CC MEETING DATE: SEPTEMBER 4, 2018
RE: CALL FOR PUBLIC HEARING – RESIDENTIAL TAX ABATEMENT
DEPT: ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
CONTACT: DREW HAGE (drew.hage@windommn.com) (507-832-8661)

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action regarding a request for tax abatement:

1. Adopt attached RESOLUTION setting the public hearing on an application for residential tax abatement.
-

Issue Summary/Background

Minnesota Statutes gives authority to cities to grant an abatement of taxes imposed by the City if certain criteria are met.

In 2016, Cottonwood County established a “home initiative program” which provides guidelines and a program through which the County, City, and School can grant abatement of real estate taxes for new residential housing. The purpose of this initiative is to provide incentives to encourage construction of new owner-occupied and rental residential housing units including single-family homes, duplexes, and multi-family complexes.

The program provides for a five-year abatement of real estate taxes on the increased market value of the property generated by the new home, duplex, or multi-family building. The abatement commences on the first year of taxes payable on the increased assessed value of the property. The abatement does not include the real estate taxes on the land.

On October 18, 2016, the City of Windom adopted a resolution approving the Cottonwood County Home Initiative Guidelines and approving participation in the Cottonwood County Home Initiative Program.

The EDA received a request for abatement of the City’s real estate taxes on three proposed new homes to be constructed on properties at 2275 Seventh Avenue, 2265 Seventh Avenue, and 2255 Seventh Avenue.

Based on an estimated market value of \$260,000 - \$280,000 for each of these homes and the 2017 tax rates, the estimated tax abatement for the City would be the sum of \$2,385 per year per home for an estimated total abatement of \$35,775 over the five-year period. However, these are only estimates because the market value for the new homes will not be known until completion of the construction and the tax rates change each year.

Example: The estimated tax abatement for a \$200,000 homestead property: County \$564; Windom Public Schools \$163; Windom \$ 1,124 (per year). Estimated Total 5-year tax abatement: \$12,885.

Pursuant to Minnesota Statutes, it is necessary to hold a public hearing on any proposed abatement of real estate taxes. Attached is a proposed Resolution calling for a public hearing to be held at the next City Council Meeting.

Fiscal Impact

Amount: No fiscal impact in calling for the public hearing. If the tax abatement is granted following the public hearing, the estimated abatement of real estate taxes by the City for the five-year period for the three homes is \$35,775.

Attachments

1. Resolution Calling for Public Hearing on Proposed Tax Abatement for New Residential Projects – 2275, 2265, and 2255 Seventh Avenue.
2. Letter Requesting Abatement and attachments.

WHEREAS, based on an Estimated Market Value of \$260,000 - \$280,000 for each new home and based on 2017 tax rates, the estimated tax abatement for the City of Windom for these properties would be approximately \$2,385 per year per home. The total estimated tax abatement by the City of Windom for the five-year period is approximately \$35,775 for the three homes. (These figures were calculated using 2017 tax rates. The market values for these projects are only estimates, since the buildings have not yet been constructed. The tax rates will also change each year.)

WHEREAS, Minnesota Statutes require that a public hearing be held prior to the approval of the proposed tax abatement.

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

1. Public Hearing. A public hearing to consider the proposed tax abatements, as set forth above, shall be held on Tuesday, September 18, 2018, in the Windom City Hall Council Chambers during the regular City Council Meeting which begins at 7:30 p.m.

2. Notice of Public Hearing. The City Administrator is authorized and directed to cause notice of the hearing to be published once in the official newspaper of the City at least ten (10) days prior to the date of hearing. The public hearing notice shall include a description of the property for which the abatement is being considered and the total estimated amount of the proposed tax abatement based on current information.

Adopted by the City Council this 4th day of September, 2018.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

August 27, 2018

To: Cottonwood County Home Initiative Administrator
c/o Drew Hage, Executive Director
Economic Development Authority of Windom
444 Ninth Street
P. O. Box 38
Windom, MN 56101

Re: Request for Residential Tax Abatement

Dear Drew:

We plan to construct three new single-family homes on the following properties: 2255, 2265 and 2275 Seventh Avenue in Windom. We are requesting residential tax abatements for the new homes pursuant to the Cottonwood County Home Initiative. Our plans are to begin construction of the new homes in September of this year.

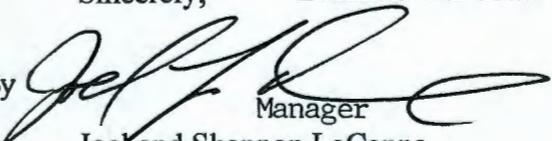
Our application includes:

1. Letter requesting abatement
2. Legal description, address, and Parcel ID No. of the properties
3. Aerial or plat map showing the lot lines of the properties
4. A site plan showing the proposed location and dimensions of the new homes on the property
5. Construction plans for the new homes
6. Estimated market value of the new homes-\$260,000.00 to \$280,000.00 approx. for each home

A copy of the Building Permit issued by the Windom Building & Zoning Office will be provided when available.

Should you have any questions or need additional information, please contact us.

Sincerely, LaCanne Funeral Homes, LLC

By  
Manager Member

Joel and Shannon LaCanne

2280 6th Ave.

Windom, MN 56101

Phone numbers-Joel-822-1450; Shannon-822-1553

ATTACHMENT
to
COTTONWOOD COUNTY HOME INITIATIVE APPLICATION

Applicant: LaCanne Funeral Homes, LLC

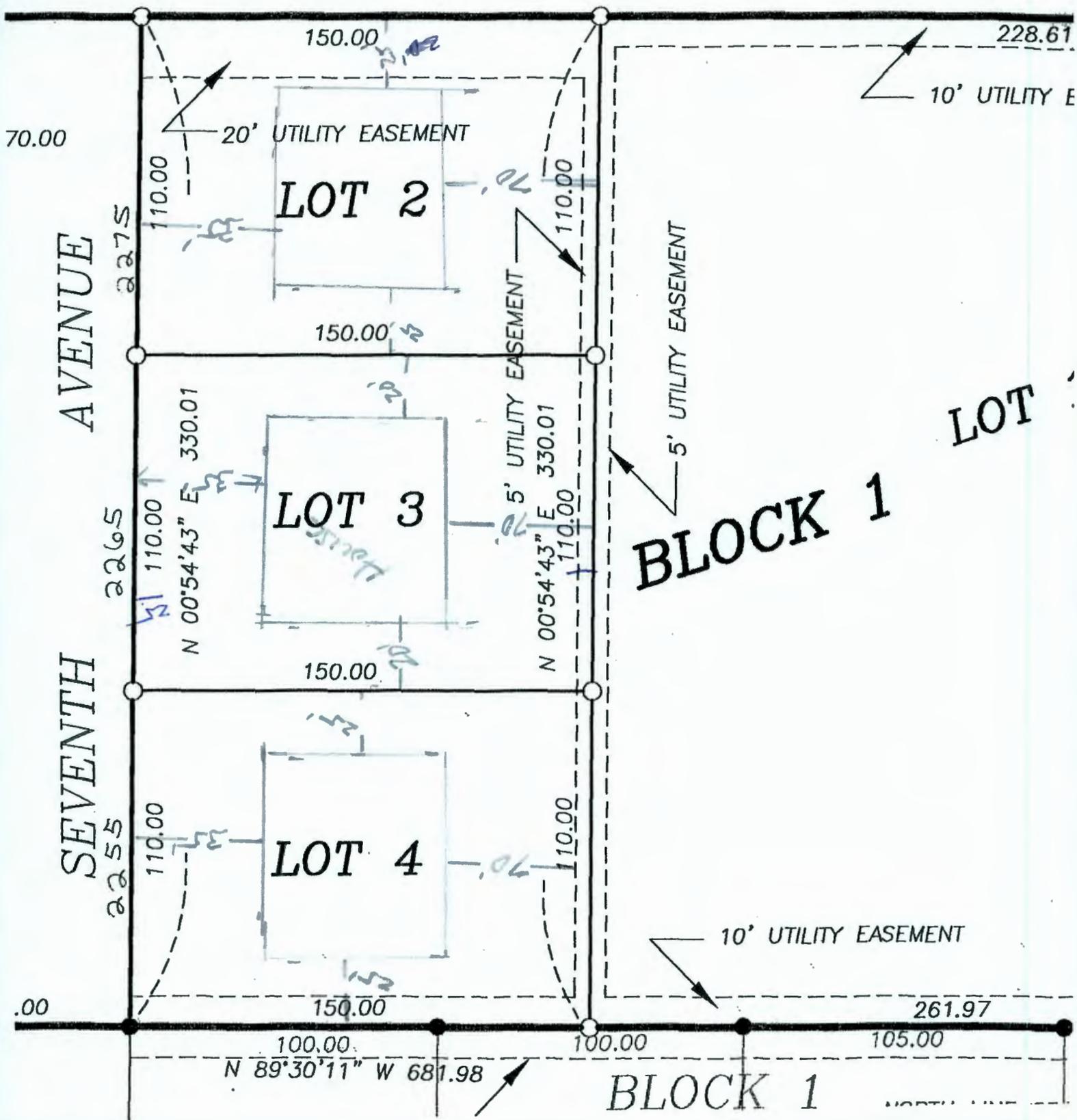
Parcel ID Nos.: 25-362-0020, 25-362-0030, & 25-362-0040

Addresses of the Properties: 2275 Seventh Avenue, Windom, MN 56101
2265 Seventh Avenue, Windom, MN 56101
2255 Seventh Avenue, Windom, MN 56101

Legal Descriptions of the Properties: Lot 2, Block 1; Lot 3, Block 1; and Lot 4, Block 1 all in Hoffmann LaCanne Subdivision in the City of Windom, Cottonwood County, Minnesota.

Estimated Market Value of Each of the Three New Homes: \$260,000 - \$280,000

S 89°30'11" E 681.98



70.00

228.61

10' UTILITY E

SEVENTH AVENUE

2275

2265

2255

LOT 2

LOT 3

LOT 4

BLOCK 1

LOT

10' UTILITY EASEMENT

N 89°30'11" W 681.98

BLOCK 1

NORTH LINE

PRELIMINARY DRAWING- NOT FOR CONSTRUCTION



Worthington



Building Materials

711 Kragness Ave
Worthington MN 56187
507-378-6191
wbmine@vastbb.net

Project:

General Notes:

Dimensions This Sheet:

THESE DRAWINGS ARE THE PROPRIETARY WORK PRODUCT AND PROPERTY OF WORTHINGTON BUILDING MATERIALS INC. (WBM INC.), DEVELOPED FOR THE EXCLUSIVE USE OF WBM INC. USE OF THESE DRAWINGS AND CONCEPTS CONTAINED THEREIN WITHOUT THE WRITTEN PERMISSION OF WBM INC IS PROHIBITED AND MAY SUBJECT YOU TO A CLAIM FOR DAMAGES.

HOMEOWNER & CONTRACTOR TO VERIFY ALL DIMENSIONS, STRUCTURAL DETAILS, BUILDING CODES, AND GRADE REQUIREMENTS.

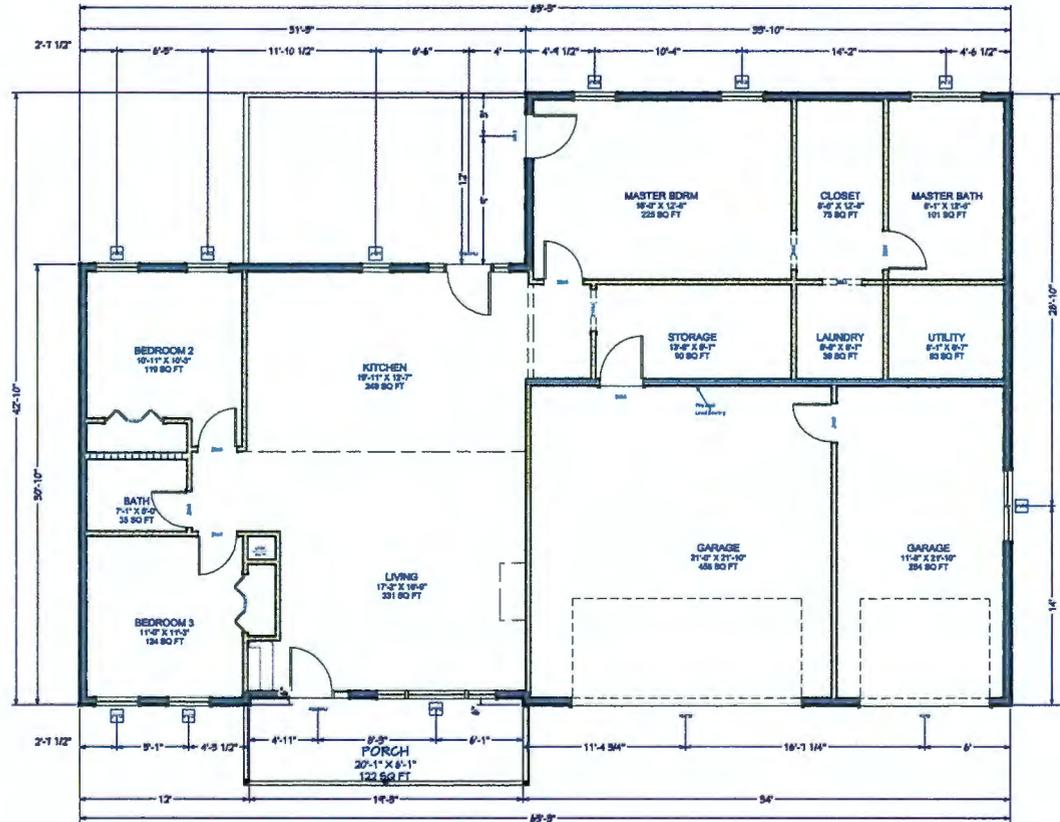
SCALE:

DATE:

SHEET:

2

PRELIMINARY DRAWING- NOT FOR CONSTRUCTION



LIVING AREA
1691.52 FT

1st Floor

LOT 3

Worthington



Building Materials

711 Kragness Ave
Worthington MN 56187
507-376-8191
wbminc@vastbb.net

Project:

Healthy Homes
Woodland- NO Bonus

General Notes:
Dimensions This Sheet:

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HOMEOWNER & CONTRACTOR TO VERIFY ALL DIMENSIONS, STRUCTURAL DETAILS, BUILDING CODES, AND GRADE REQUIREMENTS.

SCALE:

DATE: 6/18/2016

SHEET:

1

PRELIMINARY DRAWING- NOT FOR CONSTRUCTION



Worthington



Building Materials

711 Kragness Ave
Worthington MN 56187
507-376-6191
wbmino@vastbb.net

Project:

Healthy Homes
Woodland- NO Bonus

General Notes:

Dimensions This Sheet

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HOMEOWNER & CONTRACTOR TO VERIFY ALL DIMENSIONS, STRUCTURAL DETAILS, BUILDING CODES, AND GRADE REQUIREMENTS.

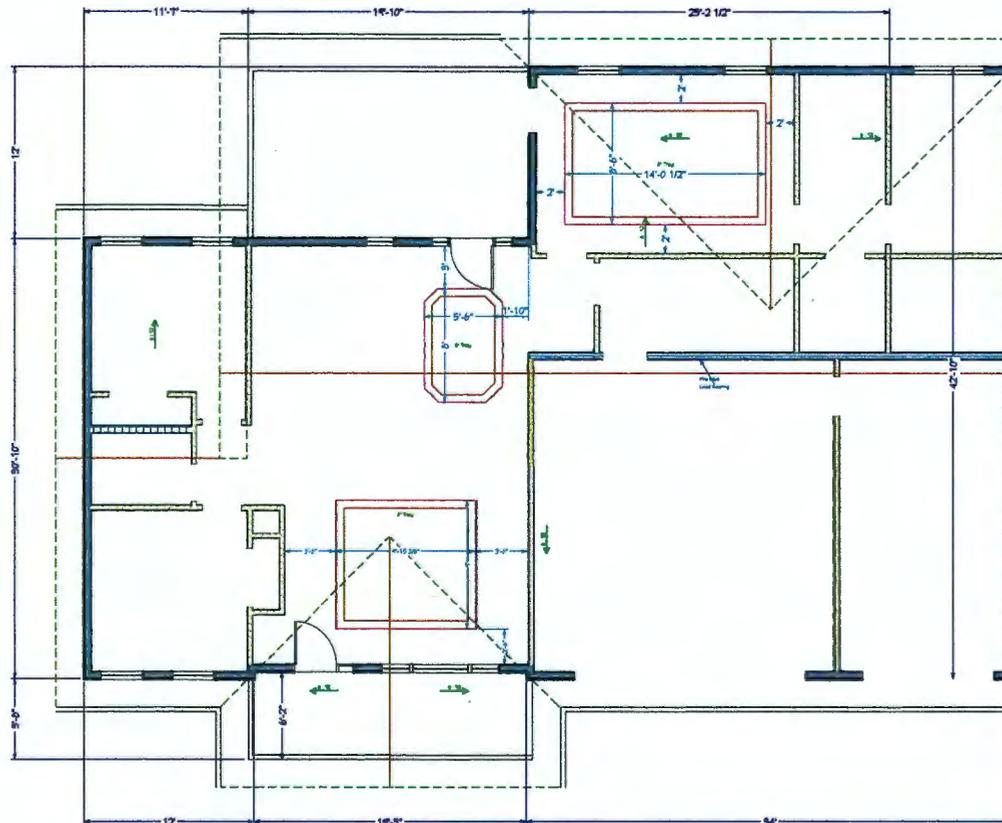
SCALE:

DATE: 6/18/2016

SHEET:

2

PRELIMINARY DRAWING-NOT FOR CONSTRUCTION



Roof Plan

Worthington



Building Materials

711 Kragness Ave
Worthington MN 56187
507-376-6181
wbminc@vastbb.net

Project:

Healthy Homes
Woodland- NO Bonus

General Notes:
Dimensions This Sheet

THESE DRAWINGS ARE THE PROPRIETARY WORK PRODUCT AND PROPERTY OF WORTHINGTON BUILDING MATERIALS INC. (WBM INC.) DEVELOPED FOR THE EXCLUSIVE USE OF WBM INC. USE OF THESE DRAWINGS AND CONCEPTS CONTAINED THEREIN WITHOUT THE WRITTEN PERMISSION OF WBM INC IS PROHIBITED AND MAY SUBJECT YOU TO A CLAIM FOR DAMAGES.

HOMEOWNER & CONTRACTOR TO VERIFY ALL DIMENSIONS, STRUCTURAL DETAILS, BUILDING CODES, AND GRADE REQUIREMENTS.

SCALE:

DATE: 6/18/2016

SHEET:

3

RESOLUTION #2018-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

**A RESOLUTION APPROVING MNDOT AGREEMENT NO. 1031678
WITH THE STATE OF MINNESOTA**

WHEREAS, the State of Minnesota, Department of Transportation will complete bituminous mill, overlay and ADA improvements and other associated construction along Trunk Highway No. 60 from 80 feet south of Trunk Highway No. 62 to 285 feet northeast of 490th Avenue; and

WHEREAS, the City of Windom has requested the State include in the Project the City's share of the costs of the sanitary sewer, adjust frame and ring castings, and manhole replacement construction and other associated construction for the City of Windom; and

WHEREAS, the City of Windom will participate in the costs for the requested sanitary sewer, adjust frame and ring castings, and manhole replacement construction for the City of Windom.

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

1. The City of Windom shall enter into MnDOT Agreement No. 1031678 with the State of Minnesota, Department of Transportation for the following purposes:
2. The City of Windom will provide payment to the State of the City's share of the costs of the sanitary sewer, adjust frame and ring castings, and manhole replacement construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 60 from 80 Feet south of Trunk Highway No. 62 to 285 Feet northeast of 490th Avenue within the corporate City limits under State Project No. 1703-73 (T.H. 60=016).
3. The Mayor and City Administrator are hereby authorized and directed to execute the Agreement and any amendments to the Agreement in the name of the City of Windom for the completion of the project.

Adopted by the Council this 4th day of September, 2018.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

CERTIFICATION

STATE OF MINNESOTA }
COUNTY OF COTTONWOOD}

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the Windom City Council at an authorized meeting held on the 4th day of September, 2018, as shown by the minutes of the meeting in my possession.

Steve Nasby, City Administrator

Notary Public
My Commission Expires: _____

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF WINDOM
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>1703-73</u>	Estimated Amount Receivable
Trunk Highway Number (T.H.):	<u>60-016</u>	<u>\$17,014.32</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Windom acting through its City ("City").

Recitals

1. The State will perform bituminous mill, overlay, ADA improvements and loop detectors construction and other associated construction upon, along and adjacent to Trunk Highway No. 60 from 80 Feet south of Trunk Highway No. 62 to 285 Feet northeast of 490th Avenue according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 1703-73 (T.H. 60-016) ("Project"); and
2. The City has requested the State include in its Project a sanitary sewer, adjust frame and ring casting, and manhole replacement construction; and
3. The City wishes to participate in the costs of the sanitary sewer, adjust frame and ring casting, and manhole replacement construction and associated construction engineering; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 1703-73 (T.H. 60-016) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineer and attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. Direction, Supervision and Inspection of Construction.

- A. Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. Plan Changes, Additional Construction, Etc.

- A.** The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner.
 - B.** The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
 - C.** The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, including associated construction engineering, before the completion of the contract construction.
- 2.4. Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.
- 2.5. Replacement of Castings.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 3.2. Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

4. Basis of City Cost

- 4.1. **Schedule "I"**. The Preliminary Schedule "I" includes all anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. **City Participation Construction**. The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, and traffic control.
- A. 100 Percent will be the City's rate of cost participation in all of the sanitary sewer, adjust frame and ring casting, and manhole replacement construction.
- 4.3. **Construction Engineering Costs**. The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- 4.4. **Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda for the City participation construction covered under this Agreement and any additional City requested work and plan changes.

The State reserves the right to invoice the City for the cost of any construction contract addenda and any additional City requested work and plan changes, including associated construction engineering, before the completion of the contract construction.

5. City Cost and Payment by the City

- 5.1. **City Cost**. \$17,014.32 is the City's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this agreement.
- 5.2. **Conditions of Payment**. The City will pay the State the full and complete lump sum amount, as shown in the Revised Schedule "I", after the following conditions have been met:
- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
- B. The City's receipt of a written request from the State for the advancement of funds.
- 5.3. **Final Payment, Additional City Requested Work**. Upon completion of all contract construction and upon computation of the final amount due the State's contractor and only if additional work has been requested under Article 2.3.B of this Agreement, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities of any additional City requested participation construction items and the construction engineering cost share due to additional requested work. The computation by the State of the amount due from the City will be final, binding, and conclusive.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The State's Authorized Representative will be:

Name/Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
E-Mail: malaki.ruranika@state.mn.us

6.2. The City's Authorized Representative will be:

Name/Title: Steven Nasby, City Administrator (or successor)
Address: 444 9th Street, P.O. Box 38, Windom, MN 56101-0038
Telephone: (507) 831-6129
E-Mail: Steve.nasby@windommn.com

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

- 8.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

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

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

13.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

13.2. *Termination for Insufficient Funding.* The State may immediately terminate this 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 performance of contract construction under the Project. Termination must be by written or fax notice to the City.

13.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

14. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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

CITY OF WINDOM

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1031678

City of Windom

S.P. 1703-73 (T.H. 60=016)

Preliminary: August 14, 2018

City Funds

Bituminous mill and overlay, ADA improvements and look detectors construction to start 05/06/2019 under

State Contract No. _____ with _____

located on T.H. 60 from 80' south of T.H. 62 to 285' northeast of 490th Ave.

CITY COST PARTICIPATION

From Sheet No. 2	15,754.00
Construction Engineering (8%)	1,260.32
Total	\$17,014.32
(1) Total City Cost	\$17,014.32

(1) Amount of advance payment as described in Article 5.1 of the agreement (Estimated amount)

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: Steve Nasby, City Administrator
DATE: August 23, 2018
RE: Opposing the Sale of Alcohol in Grocery and Convenience Stores
DEPT: Administration
CONTACT: Steve Nasby: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Approving a resolution Opposing the Sale of Alcohol in Grocery and Convenience Stores and sending copies to the Minnesota Municipal Beverage Association and our State legislators.

Issue Summary/Background

In the 2018 legislative session a bill was introduced to allow the sale of alcohol in grocery and convenience stores despite the presence of a municipal liquor store. This legislation would essentially remove the local controls on alcohol sales and financially impact the ability of municipal liquor stores to contribute to their community.

The Minnesota Municipal Beverage Association (MMBA) has requested that cities with municipal liquor stores pass resolutions of opposition in preparation of the re-emergence of this legislation in the 2019-20 biennium.

Fiscal Impact

Potentially significant impact on municipal liquor sales causing a reduction or elimination of liquor store transfers to the City General Fund and Debt Service Fund, which is currently \$100,000 per year.

Attachments

1. None

RESOLUTION #2018-

INTRODUCED:

SECONDED:

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

A RESOLUTION OPPOSING THE SALE OF BEER, STRONG BEER, SPIRITS AND WINE IN GROCERY, CONVENIENCE AND DEPARTMENT STORES

WHEREAS, the sale of beer, strong beer, spirits, and wine has long been regulated to preserve public health and minimize public safety concerns; and

WHEREAS, to promote public safety and public health, cities have an interest in preventing youth from obtaining alcohol; and

WHEREAS, the public supports existing regulations controlling the sale of alcohol to minimize the risks associated with youth access to alcohol; and

WHEREAS, the public health risks of increasing youth access to alcohol and increased alcohol-related motor vehicle accidents among youth caused by the sale of beer, strong beer, spirits, and wine in grocery, convenience and department stores are preventable; and

WHEREAS, the public health risks created by increasing youth access to alcohol and increased alcohol-related motor vehicle accidents among youth outweigh any convenience to the public of relaxing present regulations and allowing sale of beer, strong beer, spirits, and wine in grocery, convenience and department stores.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council opposes the sale of beer, strong beer, spirits, and wine in grocery, convenience and department stores.

Adopted by the Council this 4th day of September, 2018.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

RESOLUTION #2018-

INTRODUCED:

SECONDED:

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

**AUTHORIZATION TO ACCEPT A DONATION
TO THE CITY OF WINDOM
IN MEMORY OF ROGER DROEGEMUELLER**

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

WHEREAS, Roger Droegemueller was a citizen and supporter of the City of Windom; and

WHEREAS, the City of Windom has received a donation given in memory of Roger Droegemuller of a memorial bench installed along the shores in Cottonwood Lake Park with a retail value of \$1,500.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the donation of a memorial bench with a retail value of \$1,500.00 offered in memory of Roger Droegemueller for display at Cottonwood Lake Park.

Adopted by the Council this 4th day of September, 2018.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator



August 30, 2018

Mr. Steve Nasby
City Administrator
City of Windom
444 9th Street, P.O. Box 38
Windom, MN 56101-0038

Via email: Steve.Nasby@windommn.com

Re: **Windom Ice Arena – Ice System Replacement Project**
Change Order No. 3

Dear Mr. Nasby,

Enclosed is Change Order 3 to this project which states that the City will provide a new kick plate and all related hardware for the entire rink, and that Rink Systems will install it at no charge on September 17, 2018. We recommend the City accept these changes. There will be no increase or decrease to the contract amount due to this change order.

If the City approves of these changes, please print and sign three copies of the change order and mail one original back to my office and one to MN Ice.

If you have any questions regarding this documentation or the project in general please feel free to call us anytime. Our office number is 800.822.7670 and my mobile number is 651.492.1376.

Sincerely,

A handwritten signature in blue ink, appearing to read 'S. A. Ward'.

Scott A Ward, PE
Vice President

C: Al Baloun – City of Windom

Enclosures: Change Order No. 3



Change Order No. 3

Date of Issuance: 8/30/18

Effective Date: 8/30/18

Project: Windom Arena - Ice System Replacement Project	Owner: City of Windom	Owner's Contract No.: N/A
Contractor: Minnesota Ice LLC		Date of Contract: 2-7-18
		Engineer's Project No.: 900-17-287

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Remove existing kickplate from the existing dasher board system and install the new kickplate, material provided by the City, on the existing dasher board system around the entire perimeter of the rink floor. The City will pay 50% of the removal cost for the kickplate with a not to exceed figure of \$1,000. The City will also supply color topped screws-self tapping and regular screws and nuts as recommended for installation by Rink Systems. The kickplate shall be installed by Rink Systems and shall sit on top of the existing rink floor surface. Rink System will install the kickplate on Sept 17th. The City will install, shim, and plum the dasher board system prior to Sept 17th.

Attachments (list documents supporting change):

1. None

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 943,972.00

Changes from previously approved Change Orders
No. 1 to No. 2:

-\$7,498.50

Contract Price prior to this Change Order:

\$936,473.50

Increase of this Change Order:

\$0.00

Contract Price incorporating this Change Order:

\$936,473.50

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 7/13/18

Ready for final payment (days or date): 8/15/18

Change from previously approved Change Orders
No. 1 to No. 2: NA

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): NA

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized)

Date: 8/30/18

**MINNESOTA ICE, LLC
CONTRACT CHANGE ORDER**

Contractor:
MINNESOTA ICE, LLC
13540 Flagstaff Avenue
Apple Valley, MN 55124-7956

Change Order No. #3
Dated: 8-22-18
Project: Windom Ice Arena System
Replacement

Owner:
City of Windom
444 9th Street
Windom, MN 56101

The undersigned approve the following changes to the Contract:

Scope of Work Changes:

The City will provide at its own expense new kick plate for the entire rink, including the related hardware (color topped screws - self tapping and regular screws, any nuts etc.). The new kick plate and hardware will be installed by Rink Systems at the expense of MN Ice commencing on September 17, 2018.

Prior to Sept 17th, in preparation for the installation of the new kick plate, the city will have removed the old kick plate from the dasher boards and have installed the dasher boards in such manner that they are as the city expects at completion. The dasher boards will be shimmed, leveled, plumed, aligned, connected and in every other way ready for Rink Systems to commence installation of the new kick plate on September 17. The City will install the dasher boards in such a manner that the kick plate may be readily attached to the dasher facing and sit completely on the ice rink concrete cold floor surface.

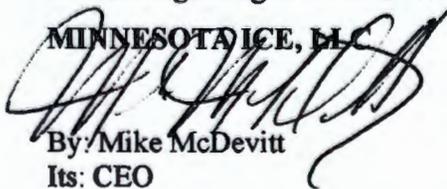
Rink Systems will set the kick plate on the surface of the cold floor and attach it to the dasher boards in a traditional manner using matching colored flat head screws. The Rink Systems installation crew will expect to start on Sept 17th and work without interruption until it is complete.

Once the kick plate has been installed, a representative of the city will meet on site with a representative of the Rink Systems installation crew, to review the work and identify any areas of concern. Any necessary corrections will be made and accepted prior to the Rink Systems installation crew leaving the site.

Contract Price Changes \$0 (Zero Dollars) Contract Time Changes: No additional days

The undersigned agree to the above changes to the Contract and the Contract is hereby so amended.

MINNESOTA ICE, LLC


By: Mike McDevitt
Its: CEO
Date: 8-22-18

OWNER:

By: _____
Its: _____
Date: _____