

**Council Meeting**  
**Tuesday, September 18, 2018**  
**City Council Chambers**  
**7:30 p.m.**  
**AGENDA**



Call to Order

Pledge of Allegiance

1. Consent Agenda
  - Minutes
    - Council Minutes – September 4, 2018
    - Telecom Commission – August 27, 2018
    - Street Committee – September 6, 2018
    - EDA – September 10, 2018
    - Library Board – September 11, 2018
    - Planning Commission – September 11, 2018
  - Regular Bills
2. Department Heads
3. Resolution of Appreciation – Bradley Bussa
4. Annual Firefighters Relief Association Report
5. Wastewater Treatment Facility Improvement
  - Bid Award
6. Planning Commission Recommendation – Conditional Use Permit – 2610 Hwy 60 E
7. Public Hearing – New Housing Tax Abatement Program – 2255, 2265, 2275 7<sup>th</sup> Avenue
8. Park & Recreation Commission Recommendations
  - Arena – Boards
  - Arena – Hallway Rehab
9. Street Committee Recommendation – Homecoming Parade – Street Closure
10. Set Preliminary 2019 Budget Levy
11. Establish 2019 Budget Hearing Dates
  - 7:00 p.m. – December 4, 2018
  - December 18, 2018 – Adoption of 2019 Budget Levy
12. Airport – MN Dept. of Transportation – Grant Resolution
13. Personnel
  - Community Center Part-time Maintenance
  - Liquor Store – Part-time Clerk
14. Call For Public Input Meeting – MN Workforce Housing Grant
  - Water Retention & Housing Project
15. New Business
16. Old Business
17. Closed Session – Labor Negotiations
18. Council Comments

Adjourn



**REMINDER BUDGET WORKSHOP – OCT. 2, 2018 AT 5:30 P.M. – CITY COUNCIL CHAMBERS**

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

**Regular Council Meeting  
City Hall, Council Chamber  
September 4, 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; John Nelson, Liquor Store Manager; Mike Haugen, Water/Wastewater Superintendent; Drew Hage, Development Director and Al Baloun, Recreation Director

Pledge of Allegiance

3. Consent Agenda:

- Minutes
  - Council Minutes – August 21 & 27, 2018
  - Community Center Commission – August 20 & 20, 2018
  - Capital Finance Committee Meeting – August 21, 2018
- Regular Bills

**Motion by Grunig second by Sherman approving the Consent Agenda. Motion carried 5 – 0.**

4. Department Heads:

Mike Haugen, Water/Wastewater Superintendent, mentioned that homeowners are able to remove the remote water meter from the exterior of their houses if they are painting or siding. The Water/Wastewater staff can also take off the devices if requested.

Grunig requested an update about the Significant User Agreements for the Wastewater Treatment Project/Upgrade. Haugen stated that they have a meeting scheduled with Windom Wash LLC on Wednesday, September 5<sup>th</sup> and Prime Pork's attorney is working on their agreement.

5. 2017-2018 Windom Area Hospital Annual Audit Presentation:

Kim Armstrong, Windom Area Hospital CFO, and Shelby Medina, Windom Area Hospital CEO, presented the Council with the Annual Audit for the hospital.

## Preliminary

CliftonLarsonAllen LLP had completed the hospital audit in June for the Hospital's fiscal year ending April 30, 2018. Armstrong noted the following points in the audit:

- Current assets up to \$11.4 million from \$8.9 million in 2016
- Long term debt has decreased
- Unfunded PERA pension is noted on the statement as Noncurrent Liabilities per GASB Statement 68 reporting
- 2018 net position increased \$648,000
- Operating revenue has increased
- Operating margin is down 0.8% due to increased operating costs
- Outpatient services have increased, inpatient services have decreased
- Increase in discount percentage (hospital charges that are not actually collected). Changes in payer mix and service charges being higher than insurance allowed amounts
- Cash on hand days are 285, which is higher than most facilities, but lower than Gold Standard Hospitals
- Average age of facility is 9.3 years, Gold Standard is 9.1, but better than most hospitals

Armstrong pointed out that the Wound Center opened in July and they are looking at converting the old surgery space into more rehabilitation rooms.

Grunig questioned the discount percentages and why they are high wondering if a cost analysis has been done. Armstrong stated that they look at labor and overhead expenses along with market data before rates are set. Other notable factors are insurance contracts and Medicare payments are lower than charged rates. A revenue study was completed in 2015 but there are newer services that they are offering. Grunig inquired about the Wound Center and if it would increase revenues. Armstrong noted an analysis was completed before the project and the Performa showed profitability.

Medina pointed out that Healogics provided an analysis of a worst case scenario. A "non-functioning" clinic would have to have 150 annual patients with 1 being a hyperbaric patient in order to meet the first year projection numbers. Currently the clinic has seen 75 encounters, 16 new patients and 1 hyperbaric patient within 1 month of opening. Each quarter they would need to see 38 patients to meet the quota. Medina is very encouraged with these numbers. As these treatments are new, they haven't billed anyone yet. Test billings are being performed with Healogics to verify coding and charges so an audit is not triggered on services. Medina stated the new service lines are crucial to generate revenue as consumers price shop and the hospital has to remain competitive.

Jones asked where rehabilitation patients are currently going for services if the old operating center is not remodeled yet. Medina stated it depends on what service line is needed. The hospital is looking to add space and additional rehab service lines to accommodate more patients keeping the market share in Windom.

Joyce questioned if mental health services would be explored as an additional service line in the existing hospital space or a capital cost for a potential facility. Medina responded that mental

health has many facets and the hospital is currently seeking a therapist for clinical care that can help with current patients and reduce Emergency Room costs.

6. SCDP Grant Requirements:

Michele Clarke, Southwest Minnesota Housing Partnership, reviewed with the Council the request to administer a Small Cities Development Grant Program. The City of Windom was awarded the funds this spring. Once DEED has received the HUD funds, the grant agreement will be prepared by DEED, and the program can move forward. Paperwork is in progress with the EDA and SWMHP to meet State and Federal requirements.

Clarke and Drew Hage, Development Director, reviewed the necessary paperwork that the City of Windom must approve before receiving the grant award including Section 3 Plan language stating federal funds are being used for low to moderate income individuals and advertising for low to moderate income business owners to be contractors on approved applications. The Section 3 language will need to be included on all advertisements and direct mailings to encourage the Section 3 low to moderate income groups, which may include women and minority groups, to apply to work/supply materials for these projects. This language is as follows: "The City of Windom through the Small Cities Development Program will to the greatest extent feasible market to low and very low income persons/businesses and female and minority-owned contractors."

Council discussed previous loan programs that the City has entered into and questioned any federal requirement changes with this application. Clarke noted the only change is the income reuse language with grant dollars. As this is a Federal program with standard documents, the City Attorney would not need to review the forms.

Joyce asked if there will be simplified documents that the public would receive versus what is presented to the Council. Clarke said that the policies and federal requirement documents are usually reviewed with the Council and explained at a community meeting. The applicants would receive a simplified fact sheet and a copy of the SCDP Procedural Guidelines.

Hage stated the target area is the East Hill portion of Windom. Those who have filled out a pre-application and followed up with the EDA will receive a notice of the community meeting. They are also planning a utility billing notification.

Hage mentioned that grant dollars are similar to the previous SCDP improvement grant. He also thanked the HRA for providing a contribution to the first 20 applicants.

Clarke noted that the loan cap is set at \$25,000 per project via federal statute with an average loan of \$18,200 per household.

Clarke reviewed the following documents with the Council: Contract for Administrative Services with the Southwest Minnesota Housing Partnership, SCDP Residential Owner Occupied "Procedural Guidelines", Authorization (SWMHP to approve program applicants and sign reimbursement requests to DEED), Fair Housing Policy & Fair Housing Plan of Action, Residential Anti-displacement Plan, Prohibition of Excessive Force Policy, Certification for a Drug-Free Workplace, and SCDP Income Reuse Plan (for loan repayments).

**Motion by Byam second by Ray to approve the discussed documents and authorize the Mayor's and City Administrator's signatures, as required, on behalf of the City of Windom. Motion carried 5 – 0.**

7. Telecom – Live Streaming of City Council Meetings:

Nasby recapped that the Council has discussed the possibility of live streaming the Council meetings. Previously it had been uploaded to YouTube TV with varied success. The 2018 Capital Budget did include some funding for video/public presentation items. Nasby spoke with the Telecom manager to see if the existing equipment could have a “work-around” to allow the streaming. There is an after-market piece of equipment that can take the live video and upload it which would cost \$500 with a storage price of \$139/month.

Joyce suggested setting aside funds to hire someone tape the meetings and upload them to YouTube as a more cost-effective option.

Council discussed current equipment and would like to see updated quality equipment with streaming capabilities. If the telecom department decides to go to streaming TV, WindomNet would need to provide a channel to have meetings and notifications uploaded to.

8. Island Park Fence Quotes:

Nasby reviewed that the school had contacted fence providers and asked for fence replacement quotes. The City will incur the expense that is probable for FEMA reimbursement but not guaranteed. Two quotes were received with Nate Brugman turning in the low bid of \$30,616.90, plus up to \$10,000 for wind screen. The wind screen would have a gap from the grass up to allow water to pass through.

Jones mentioned that the old fence has been removed and the new topsoil is in place with grading/tiling completed.

**Motion by Byam second by Joyce to approve the Nate Brugman fence quote of \$30,616.90 with up to \$10,000 for wind screen placement. Motion carried 5 – 0.**

Council discussed the need for an updated bathroom facility and who should attend a joint meeting. Key attendees should include the school, Baseball Association and the City Council along with some members of the Park & Recreation Committee. The projected placement is along the 3<sup>rd</sup> baseline. Jones suggested contacting the Water/Wastewater department for input on location.

9. Call for a Public Hearing – New Housing Tax Abatement – LaCanne Funeral Homes LLC:

Hage stated that he is working with an investor on building some spec housing in Windom. A potential investor offered to build on this property. They have proposed developing 3 parcels. 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 five year abatement for the 3 homes is approximately \$35,775. The special assessments are not abated. The School and County will be addressing their abatement portions at their upcoming meetings.

**Council member Grunig introduced the Resolution No. 2018-68, entitled “RESOLUTION CALLING FOR PUBLIC HEARING ON PROPOSED TAX ABATEMENTS FOR NEW RESIDENTIAL PROJECTS”, and moved its adoption. The resolution was seconded by Joyce and on roll call vote: Yes: Ray, Sherman, Joyce, Byam, Grunig. No: None, Absent: None. Abstain: None. Resolution passed 5 – 0.**

Hage stated that this action does encourage developers to approach the EDA for potential projects in Windom.

10. Minnesota Dept of Transportation – Hwy 60 Construction Agreement:

Nasby mentioned that MNDOT is doing a mill and overlay project on Highway 60/71 through town in 2019. There are some utility services impacted (i.e. manhole covers, sanitary sewer lines) and the City of Windom is responsible for these expenses. The projected cost is \$17,014.32.

**Council member Sherman introduced the Resolution No. 2018-69, entitled “A RESOLUTION APPROVING MNDOT AGREEMENT NO. 1031678 WITH THE STATE OF MINNESOTA”, and moved its adoption. The resolution was seconded by Grunig and on roll call vote: Yes: Sherman, Joyce, Byam, Grunig, Ray. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

11. Resolution Opposing the Sale of Alcohol in Grocery & Convenience Stores

John Nelson, Liquor Store Manager, stated that at 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. If the legislation passes, this could negatively affect the liquor store sales resulting in a reduction or elimination of liquor store transfers for the City General Fund and Debt Service. The Minnesota Municipal Beverage Association has requested that cities pass resolutions of opposition in preparation of the re-emergence of this legislation in the 2019-20 session.

Jones suggested that the Resolution also include the financial benefit that the liquor store contributes to other public amenities.

**Council member Joyce introduced the Resolution No. 2018-70, entitled “A RESOLUTION OPPOSING THE SALE OF BEER, STRONG BEER, SPIRITS AND WINE IN GROCERY, CONVENIENCE AND DEPARTMENT STORES”, 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.**

Nasby stated a copy of the City Resolution will be sent to the MMBA and local legislators.

12. Resolution Accepting Donation – Park Bench:

**Council member Ray introduced the Resolution No. 2018-71, entitled “AUTHORIZATION TO ACCEPT A DONATION TO THE CITY OF WINDOM IN MEMORY OF ROGER DROEGEMUELLER”, and moved its adoption. The resolution was seconded by Sherman and on roll call vote: Yes: Byam, Grunig, Ray, Sherman, Joyce. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

13. Contractor Change Order #3 Minnesota Ice, LLC – New Kickplate \$0 Contract Price Change:

Nasby said that issue is the new concrete floor and the bottom of the rink boards, which was planned to be done from center ice, but was done from the low point across the whole rink. Due to the gap, a new kickplate is placed to help the ice freeze better along the boards. The City of Windom currently has kickplate but it is dated. MN Ice, LLC is willing to place new kickplate at no cost. The projected cost to the City for kickplate is \$3,000 and \$1,000 for demo.

**Motion by Grunig second by Joyce to approve the Contractor Change Order #3 for Minnesota Ice, LLC. Motion carried 5 – 0.**

14. New Business:

Nasby stated that first review of budgets with Department Heads has been completed. The preliminary budget numbers will be presented at the next Council Meeting to set a preliminary levy. Any questions can be brought to himself or Chelsie Carlson, Finance Director. The Council will then set dates to visit with Department Heads to make budget adjustments.

Joyce stated the Council has approved a 5-year CIP and would like to see a 2018-2019 comparison of requests and expenses.

Grunig would like to see the first review at the October 2<sup>nd</sup> Meeting.

15. Old Business:

The Library windows are going in as planned after the delayed start date.

16. Council Comments:

Ray reminded the public that school has started and to watch for kids.

Joyce stated that he will bring up discussion about the Island Park restrooms and tennis/pickleball courts at next week’s Park & Recreation Committee Meeting. He also mentioned that the dirt on the Arena has had a few complaints. As this is the first year with the cement flooring, they have a future plan to remedy any issues. Joyce thanked the local media for covering City business and keeping the public informed.

Sherman said the new Library windows look great.

Preliminary

Jones mentioned that the Ein Beer Bitte event for the Windom Community Center has been cancelled this year, but the intent is to have the event next year. He also pointed out that the Highway 62 improvements brought forward by MN DOT has some concerns with the sidewalk proposal. This issue will be discussed at a public meeting with MN DOT and the concerned property owners and any others who wish to attend. Coffee with the Council is slated for September 8<sup>th</sup> at the Country Club with himself and Sherman.

Nasby thanked the public for conserving electric usage during the recent switchover to the new substation. Everyone was able to retain electricity throughout the change.

17. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 9:15 PM.

\_\_\_\_\_  
Dominic Jones, Mayor

Attest: \_\_\_\_\_  
Steve Nasby, City Administrator

**TELECOMMUNICATIONS COMMISSION MEETING  
CITY OF WINDOM COMMUNITY CENTER August 27<sup>th</sup>, 2018**

I. Call Meeting to Order. The meeting was called to order by VP Kelly at 6:09 PM

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**II. Roll Call:**

President:	Jeremy Lund <i>Absent</i>	City Staff:	Steve Nasby
V President:	Kent Kelly	City Staff:	Jeff Dahna
Secretary:	George Rogotzke <i>Absent</i>	SMBS Liaison:	Donny <i>Absent</i>
Commissioner:	JD Palm	SMBS Liaison:	Travis Thies <i>Absent</i>
Commissioner:	Travis Eichstadt	Media:	Dirk Abraham
Council Liaison:	Bryan Joyce <i>Absent</i>	Media:	Rahn Larson <i>Absent</i>
Council Liaison:	Marv Grunig <i>Absent</i>	Others Present:	-

III. Approval of Minutes from July 25<sup>th</sup>, 2018 meeting

**Motion by Eichstadt, to approve minutes from the July 25<sup>th</sup>, 2018 meeting.  
Seconded by Palm. Motion approves 3 to 0.**

**IV. SMBS Liaison Report:** Dahna updates commissioners on SMBS SFN video product issues and increased internal network traffic due to the OTT SFN video system. SMBS is looking to increase their internal network capacity to handle the increased bandwidth from the SFN system. Dahna covers some of the intertwined Windomnet/SMBS systems that are being worked on to separate.

**V. Project Updates:** Dahna reports that the contractor has completed placing the 96-count fiber the north side of town to the North West Industrial Park. Dahna reports on Electrical Dept substation product – Dahna came in Saturday and cut NOC over to self-electrical generation at 6:00 AM and returned to commercial power around 5:45 PM.

**VI. Manager's Report:** Dahna covers the customer counts and the down trend of video subscribers. Consolidated Communications 10GB connection was to be disconnected on June 30, 2018 but due to Consolidated Communications an internal issue, we have been billed for two months beyond the disconnection date. Dahna states that an he contacted CC and a credit will be issued once they resolve their internal issue. Dahna covers an issue with the Golden West after hours answering service

**VII. New Business:**

-Budget Revenue from SMBS is dropping off as they switch over to their own video and internet system. Dahna is making changes on the network transport to reduce costs and reduce other expenses. To increase revenue: Dahna wants to get additional customers by expanding the system; offering additional services; look into service/packages changes and rate increases; look into providing fixed wireless internet into the rural areas. Dahna and Committee discussed expansion options, mono pole tower located at Highland

school. Anticipated video broadcaster rate increases are increases expenses. Committee discusses the Windomnet video product and how to reduce the budget.

-Capital Improvement Projects 2019-2023 -Dahna covers the CIP 2019-2023

**VIII. Old Business:**

-Video Service Update – Committee discusses SMBS SFN and other OTT video systems. Committee wants to table until next meeting to allow additional information to come from the SMBS and SFN meeting.

-Windomnet Expansion – Dahna covers the proposed fiber route down Cottonwood County Rd 25 and Jackson County Rd 17. Potential to have service to two business and 12 residential locations. Contractor is offering a reduced rate to install the main fiber line. Committee wants Dahna to provide an estimated cost per customer for service connection and have a 2-3-year ROI. Committee supports the project and directs Dahna to continue looking into the costs and report back at next meeting.

**IX. Commissioner’s concerns and questions:** None

**X. Set Next Telecom meeting:** September 24, 2018 at 6:00 PM at the Windom Community Center.

**X1. Adjourn:** Meeting adjourned by unanimous consent at 8:04 PM.

\_\_\_\_\_  
Jeremy Lund, Telecom Committee President

\_\_\_\_\_  
George Rogotzke, Telecom Committee Secretary

Attest: \_\_\_\_\_  
Jeff Dahna, Telecom General Manager

**STREET COMMISSION MEETING MINUTES**  
**September 6, 2018**

Call to Order: The meeting was called to order 4:00 p.m. at the Street Department Shop in Windom.

Roll Call:

Commission Present: JoAnn Ray, Jayesun Sherman, and Brian Cooley

Commission Absent: None

City Staff Present: Steve Nasby

**1. Agenda**

- a. Discuss the moving of sidewalks on State Highway 62
- b. Present surrounding towns snow emergency policies, and seek guidance on how to proceed.
- c. Discuss CIP and equipment.

**2. State Highway 62 sidewalk:**

Brian Cooley Street Superintendent informed the Commission that he has had several residents talk to him regarding the MN Dot wanting to move the sidewalk 5 ft. into the boulevard. Most of the concerns were regarding landscaping and trees. He also informed them of several utilities, utility boxes, and transformers that would also be in the way. Brian agreed to do some more research into the matter, and Steve Nasby will notify the rest of the council on how to proceed.

**3. Emergency snow policy:**

Brian Cooley presented the Street Commission with some snow emergency policies from surrounding towns similar in size to see how theirs are written. After looking them over it was decided to keep it as simple as possible and to use parts of the other policies as well. Brian Cooley suggested that all of the other towns versions have a; "*no parking during the snow emergency policy*". The most important part of that being that once your street is plowed curb to curb you can park in the street. You will not have to stay off of the streets for the duration of the snow emergency, once it is plowed completely. Brian Cooley proposed the following times for the snow emergency: **12:01 A.M. to 8:00 A.M.**

Brian Cooley will type a version up and send to the Commission members to look over. Another Street Committee meeting will be schedule shortly to review corrections to the Snow Emergency Policy

**4. CIP and Equipment:**

Brian Cooley discussed some changes Steve Nasby made to this year's CIP plan with equipment and the 2020 road repair project. He informed the Commission about the Street Departments street sweeper is in rough shape, and that it will definitely need to be replaced this year. \$185,000 is set aside to replace it this year in the CIP, Pending council approval. He also Informed them that the Street Departments skid loaders hydraulic are failing, which requires them to borrow the electrical departments when we mill in the streets and chip stumps. \$30,000 is set aside in the CIP, pending council's approval. He also mentioned that he recommends, 14<sup>th</sup> Street, 10<sup>th</sup> Street River Road, portions of Verona Avenue, and Fairview Avenue be in the CIP for road repair projects in 2020.

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM  
MINUTES  
SEPTEMBER 10, 2018

1. Call to Order: The meeting was called to order by Vice President Clerc at 12:02 p.m.
2. Roll Call & Guest Introductions:  
EDA Commissioners: Rick Clerc, Marv Grunig and Rod Byam. Absent: Betsy Herding and Justin Espenson.  
  
Also Present: EDA Staff – Drew Hage, EDA Executive Director, and Mary Hensen, Admin. Asst.; Mayor Dominic Jones; Kathy Hanson, WADC Liaison; Kevin Stevens, Co. Comm. Liaison; Wayne Wormstadt, School Superintendent; Dustin Stevens, Windom School Board; and Rahn Larson (Citizen).
3. Approval of Minutes: August 13, 2018  
**Motion by Commissioner Grunig, seconded by Commissioner Byam, to approve the Minutes of the EDA Meeting held on August 13, 2018. Motion carried 3-0.**
4. Prairie Meadow Subdivision
  - A. Presentation – Interested Developer & Development Options
  - B. Development Agreement Options

Director Hage reported that following the decision by the School to construct the new elementary school on the east side of the existing Middle-High School, there have been conversations with the School's Buildings and Grounds Committee concerning development of the Prairie Meadow Subdivision. Director Hage and Commissioner Grunig attended a Buildings and Grounds Committee Meeting on September 5<sup>th</sup>. They had talked about the possibility of constructing four-plexes on several lots in the subdivision. Prairie Meadow Subdivision contains approximately 10.6 acres. Director Hage discussed a proposal to swap property with the School for a 10.26 acre tract in the Kruse property (north of the School's property). This would allow housing development to occur without large expenditures in infrastructure. You would utilize the existing street to support approximately 2 million dollars in investment in new townhomes.

Director Hage displayed aerial maps showing several options for lots in the subdivision where townhomes or single-family homes could be built. Some lots in the subdivision could be vacated to increase the size of the remaining lots. He advised that there is a Developer who is interested in constructing four-plexes. The Developer has requested that the EDA submit an application to Minnesota Housing for a Workforce Housing Grant. This application is due on October 11, 2018.

Director Hage also presented slides showing a road in Red Leaf Court that was underwater during the 2018 flooding. He talked about the need for water retention ponds on the Kruse property to help mitigate the water issues in the Red Leaf Court area. Director Hage then turned the meeting over to the School representatives, Superintendent Wayne Wormstadt and Board Member Dustin Stevens, for comments.

Board Member Stevens said that the School Board is realigning its focus towards CTE (career tech education). They would like to: (a) dissolve the Agreement with the EDA concerning Prairie Meadow Subdivision; (b) re-plat a portion of the subdivision into larger lots; and (c) keep the same restrictive covenants on the subdivision. The School District wants to keep their focus on students and use the land in the subdivision for educational purposes. Their plan is to establish a building trades class in which students would participate in the construction of new homes on the

land in the Prairie Meadow Subdivision. They have no set time limit for accomplishing this goal. The Buildings & Grounds Committee will be meeting with the School Board tonight to discuss the School District's goals and Career Tech Education.

Superintendent Wormstadt said that in the 70's and 80's there were cutbacks in CTE programs and they are coming back now. He stated that the School District wants to try to help fill vacancies for plumbers, electricians, and contractors in the local area. The School would like to develop a partnership with local contractors for the training of students. Kathy Hanson related difficulty that her husband had finding trained plumbers to work in his business. In response to a question regarding the School's approach to retain trained students in the area, Superintendent Wormstadt said that they plan to provide exposure to local opportunities including having local contractors come and talk with students.

Superintendent Wormstadt said that at the time of platting of the subdivision, the lot size was set with the goal of providing funds from the lot sales for the development of Phase II of the subdivision. The lot costs and the original infrastructure costs made the lots expensive for the existing market. (Director Hage said that for the past 16 months the EDA wanted to focus on Phase I, so we could negotiate on lot pricing. Funding for Phase II could then be discussed at a later point, and a larger discussion could occur regarding the best location to invest in a new street).

Superintendent Wormstadt said that the School has held up the decision regarding development of the subdivision for the last 18 months awaiting the outcome of the bond referendum. In response to a question regarding the anticipated start of the first project, Superintendent Wormstadt said that the CTE program will take time to develop.

There was a discussion concerning the upcoming street project and the responsibility for the payment of special assessments for infrastructure costs. Superintendent Wormstadt said that future special assessments will be the responsibility of the property owners in the subdivision.

Director Hage said that the EDA still needs a spot for the four-plexes to be constructed. He talked about a potential option on the Kruse Property which is in City limits and is zoned as R-1. He advised of the need to re-zone portions of that land. Director Hage displayed slides of potential placement of lots, four-plexes and a 46-unit multi-family apartment building on the Kruse property. There was a discussion concerning utilities in that area. Director Hage outlined the potential buffers between existing housing and the new projects. The Developers would like a sidewalk or path installed to connect to the School property. Commissioner Grunig said that we need to understand the financial impact and the source of the funds for the purchase of the Kruse property and utility infrastructure costs.

There was a discussion concerning the need for the Council and the City to find a solution to the water problems on 18<sup>th</sup> Avenue and surrounding streets. The Street Department has been working with DGR Engineering regarding possible flood mitigation options. Director Hage advised that the EDA should hold a Special Meeting prior to October and he will send out a Doodle Poll to determine a date for this meeting.

##### 5. Workforce Housing Grant

- A. Grant Match
- B. Incentive Package
- C. Locations
- D. Letter of Support
- E. Updated Vacancy Rate – Housing Study

Director Hage explained that there is multi-family housing Developer interested in building 12 to 16 townhome units. This Developer would like to work with the City to apply for the workforce housing grant through Minnesota Housing. This grant application is due on October 11th. This grant is an opportunity to lower development costs for a new multi-family housing project in Windom.

Funds must be matched one dollar for every two dollars awarded. Applicants must show a commitment of matched funds for the amount of grant funds being requested. Funds must be matched by a local unit of government, business or nonprofit organization. Preference will be given to applicants who have a match commitment higher than the statutory minimum of one dollar for every two dollars. Director Hage outlined the proposed development costs for the project and a reasonable match. He briefly explained income level and reporting requirements in a housing tax increment financing district. A letter of support from the EDA, a resolution of support from the City Council, and an updated vacancy rate are components of the application. Director Hage has contacted the company that prepared the Housing Study to update the current vacancy rate in Windom.

6. Child Care Gaps Analysis: Director Hage updated the Board concerning the Gap Analysis for child care in Windom that First Children's Finance is conducting. A preliminary report is scheduled for completion by September 24<sup>th</sup>. There is no direct cost to the EDA for the study. On September 25<sup>th</sup>, Director Hage and a representative from First Children's Finance will be presenting a proposal regarding incubator space.
7. North Windom Industrial Park
  - A. Monument Sign Update: Director Hage reported that he is securing a quote from Snick Signs in Jackson along with Brady Haugen with Small Town Modern. The timeline is to have the monument sign completed in 2018. A rendering and budget will be presented to the EDA Board before this project moves forward.
8. Midwest Data Center Conference
  - A. Competitive Advantages
  - B. Next Steps

Director Hage updated the Board concerning the conference he attended. He obtained contact information for two data center developers and is following up with them. He outlined advantages that Windom has regarding telecom infrastructure, available land, energy sources, sources for possible users of the center, etc. The Southwest Initiative Foundation covered the costs associated with attending the conference, airfare, lodging, and food. The City's only cost was staff time.

Next steps are to discuss the potential project with heavy data users in the region. Both data center developers are willing to provide a presentation to area businesses regarding the benefits of local data storage and pricing. We are tentatively planning a meeting for this fall or early winter.

9. Residential Rehab Grant Award – SCDP:

Director Hage reported that Michele Clarke, from the Southwest Minnesota Housing Partnership (SWMHP), presented information, documents, and policies for approval by the City Council on September 4<sup>th</sup>. By one motion, the City Council approved the contract with SWMHP to administer

the grant, the policies for the program, and all other required preliminary documents, and authorized the Mayor and City Administrator, as required, to sign the documents on behalf of the City. At this point, we are still waiting on the release of funds from the Department of Housing and Urban Development (HUD) to DEED. Once the funds have been released, final documents can be signed with the Southwest Minnesota Housing Partnership and DEED, and a community meeting can be scheduled. There will be \$418,600 in grant funds to assist with residential rehab on the East Hill and administration of the program.

10. Old Business: There was a brief discussion concerning a proposed location for a dog park on the north softball diamond in Island Park. With high average daily traffic volumes along Highway 60/71, discussions have occurred around drawing people off of the highways and getting them to stop. A dog park along Highway 60/71 would be a great tool to draw people off of the highway. Travelers with dogs will plan their trips to stop in Windom. People that stop will hopefully buy gas, food, and potentially shop. Fencing for the dog park can be supported by local businesses that want to advertise at the dog park with signs and billboards.
11. Miscellaneous Information
  - A. River Bluff Townhomes: The Board received copies of the financial reports for July 2018 provided by Van Binsbergen & Associates.
12. Adjourn: On consensus, Vice President Clerc adjourned the meeting at 12:58 p.m.

Attest: \_\_\_\_\_  
Drew Hage, EDA Executive Director

\_\_\_\_\_  
Rick Clerc, EDA Vice President

**Windom Library Board Meeting**  
**Tuesday, September 11, 2018**  
**5:05 p.m.**

1. Call to Order: the meeting was called to order by John Duscher.
2. Roll Call: Members present: John Duscher, Steve Fresk, Anita Winkel, Terri Jones  
Members absent: Barb Henning, Susan Ebeling, Kathy Hiley  
Library Staff: Dawn Aamont  
City Council Member present: Jayesun Sherman
3. Agenda and Minutes  
Motion by Steve Fresk, seconded by Terri Jones to approve the agenda and minutes
4. Financial Report: Dawn reviewed the monthly finances. Motion by Anita Winkel, seconded by Steve Fresk to approve
5. Librarian's Report: Dawn reported on Library Day at the Fair. Thirty-four kids attended the Climb Theater presentation. There were activities for the kids afterwards. Bob and the Beachcombers had a great turnout, estimated at 325-350 people. The Dairy Board donated 90 coupons for \$1.00 off milkshakes.

There was a good turn-out for the summer reading program, and prizes were given out to the participants.

The library is nominating a "Reading Hero" every two weeks or so and with the parent's permission a sign is placed in the winner's yard. The sign reads "Home of Library Heroes".

The staff is beginning to cull books from the shelves in September.

Motion by Steve Fresk, seconded by Anita Winkel to approve the Librarian's Report.

6. Old Business: The Window project is underway and most of the small windows have been replaced. They will start on the large windows next week. Worthington Glass has a carpenter who will replace the trim board around the windows. The doors will be replaced last.

The curtains have been taken down and are being cleaned. When the windows are installed the curtains will be rehung.

Terry Fredin will remodel the bathroom in October or November. Also included in the grant will be money to repaint and re-carpet the children's library and replace the flooring in the entryway.

There are six windows in the children's library that should also be replaced. Dawn may apply for another grant for that project.

7. New Business: Dawn is working on the 2019 budget. The Plum Creek Annual Meeting is September 19<sup>th</sup> at the Hi-Lo in Lakefield.

Two new computer will be purchased through capital outlay to replace the circulation desks computers.

8. The meeting was adjourned at 5:30

Respectfully submitted,

Terri Jones for Kathy Hiley, recording secretary

**CITY OF WINDOM  
PLANNING COMMISSION  
MINUTES  
SEPTEMBER 11, 2018**

1. Call to Order: The meeting was called to order by Chairperson Wahl at 7:02 p.m.
2. Roll Call & Guest Introductions:  
Planning Commission: Marilyn Wahl, Greg Pfeffer, Lorri Cole, Ben Derickson, Brett Mattson, and Kevin Rose.  
Absent: Andy Harries and Ryan McNamara.  
  
Also Present: Zoning Admin. Andy Spielman, Admin. Asst. Mary Hensen, EDA Executive Director Drew Hage, Mayor Dominic Jones (Council Liaison), Scott Veenker, and Dennis Johnson (Wenck Associates).
3. Addition to Agenda: Chairperson Wahl advised that EDA Executive Director Drew Hage requested an addition to the agenda under "New Business" for a presentation on a housing project on 17<sup>th</sup> and 18<sup>th</sup> Streets.

**Motion by Commissioner Derickson, seconded by Commissioner Rose, to approve the proposed addition to the agenda. Motion carried 6-0.**

4. Approval of Minutes:

**Motion by Commissioner Pfeffer, seconded by Commissioner Derickson, to approve the Minutes of the Planning Commission Meeting held on August 14, 2018. Motion carried 6-0.**

**Motion by Commissioner Pfeffer, seconded by Commissioner Derickson, to approve the Minutes of the Joint Special City Council and Planning Commission Meeting held on August 27, 2018. Motion carried 6-0.**

5. Public Hearing – 7:05 P.M.: Zoning Application – Scott Veenker & Aimee Veenker – Tract West of 2610 Hwy. 60 E. (Conditional Use Permit – Gray Water Earthen Basin): Chairperson Wahl opened the public hearing at 7:05 p.m. The Commissioners had received copies of the Application submitted by Mr. and Mrs. Veenker, notice of hearing, and copies of the overall Site Plan, Tile Location Map, Earthen Lagoon Section diagram as prepared by Wenck Associates, and an e-mail to Scott Veenker from Brian Schweiss, P.E. of Minnesota Pollution Control Agency ("MPCA"). (The property is located in an A-O "Agricultural - Open Space District".)

Zoning Admin. Spielman advised that this is the public hearing concerning the Conditional Use Permit ("CUP") Application submitted by Scott Veenker and Aimee Veenker for a tract west of 2610 Highway 60 East across Perkins Creek northwest of the truck wash building. Veenkers are requesting a CUP for the proposed gray water earthen basin to be used for wash water from the truck wash (Windom Wash LLC). This application is similar to last year's CUP application (April 2017) concerning a covered earthen basin. Since that time, MPCA has made the decision that the basin doesn't need to be covered because the wastewater will be treated prior to its arrival at the basin. Because of the cost of a cover for the basin and the short longevity of these types of covers, they are proposing an uncovered gray water earthen basin. Zoning Admin. Spielman said that the location of the proposed basin has been moved slightly closer to the pretreatment building. He reviewed the site plan and highlighted the path of the wastewater from the Windom Wash to the pretreatment building and then to the basin (lagoon). The proposed location of the basin complies with setbacks from adjoining uses and setbacks from Perkins Creek and is further away from the adjoining uses than the basin proposed in the 2017 application. The proposed location is not in a mapped floodplain. The CUP application is for the proposed use. *(This use requires a Conditional Use Permit because it's a use that is not specifically provided for within the A-O Zoning District.)*

Chairperson Wahl asked if Applicant Scott Veenker and Engineer Dennis Johnson (Wenck Associates) would like to comment on the proposed use. Scott Veenker said that this CUP Application was filed in conjunction with the application for the MPCA Permit. He communicated with MPCA regarding at what point does the basin need to be covered. Does wastewater need to be treated to a certain level so it becomes

gray water and not hog waste? Mr. Veenker reported that two changes have occurred since the original CUP Application. First, Brian Schweiss of MPCA and MPCA's man in charge of the feedlot division both came to the conclusion that it is not necessary for wash water that is to be treated to be in a covered basin. He said that MPCA basically doesn't want a lagoon with raw waste in it. Second, the State rescinded the mandate requiring a cover on these types of basins that are holding treated wastewater. The mandate to cover basins still applies to basins for hogs and cattle, etc. He said that the first basin was never constructed.

Mr. Veenker verified that MPCA's permit will include contingency plans for odor, etc. Mr. Veenker said in regard to the water coming from the pretreatment building, it is amazing the amount of treatment that can be done. It's hard to tell the difference between this treated water and regular drinking water after the wash water has been pretreated.

There will be tile around the basin which daylight to an outlet on top of the ground to be sampled and filtered through a grassy area. The purposes of the tile are to keep ground water from reaching the basin and causing hydraulic pressure on the liner of the basin and to check to see if there are any leaks from the basin. The water from this tile line is tested quarterly to determine whether there are any leaks from the basin.

Mr. Veenker stated that the basin will hold six month's gray water storage. Their plan is to spray irrigate the water from the basin onto Mr. Veenker's cropland north of the basin. Dennis Johnson advised that the cropland has been divided into four different fields of approximately 15 to 20 acres each. They can raise different types of crops (such as reed canary grass, alfalfa, corn, etc.) on these fields that require different levels of nutrients from the gray water. Three of the fields will be used for spray irrigation and one field will be used as a buffer. Mr. Veenker currently has an appropriation permit to use water from field tile in the truck wash. Gray water will be used for spray irrigation on 3 fields and this water will filter through the soil and help replenish the ground water in the field tile.

Responses to Questions: Dennis Johnson: The basin will be 18 feet deep. The sidewalls of the basin will be 2 feet thick and the bottom will be 2½ feet thick. There's a requirement for 3 feet of freeboard on the top. The soil in the area of the basin is silty, sandy clay. The sandy material will be used on the outer dikes and the better material will be used on the inner areas. The basin will usually freeze in the winter. The water in the basin will move up similar to what it does in a lake. However, it should not turn over in the spring like it does in some lakes. For the spray irrigation, there is a spray gun and the water travels. There will be a soil test annually. Also there are six monitoring wells around the basin area. The wells will monitor ground water in all directions from the basin. The tract is outside of Windom's wellhead protection area. Under the new system, if any water was to go into the City's system, they would have to manually hook up a pump and make a connection to go to the City's system.

Scott Veenker: If there's a violation and untreated water is discharged into the basin, there would be an e-mail of the violation to MPCA. The pretreatment building removes the solids prior to the gray water going to the basin. The solid waste is taken to a different farm for application. They will use the adjoining farmland for the gray water from the basin. The basin will be on a hill which is approximately 40 feet higher than the crossing at the creek. The basin is probably 25 feet higher than Heinold's property. MPCA would define any penalties for violations if untreated water is allowed to enter the basin. They are averaging about 65,000 gallons of water per day from the truck wash. (Dennis Johnson: The MPCA permit will cover 70,000 gallons per day for 5.5 days.) There shouldn't be any odor from the basin if the water is pretreated before entering the basin. There hasn't been a day that they haven't pretreated the water. If they were unable to pretreat, they would need to contact the City's Wastewater Plant. They are required to call the City if the truck wash is going to give the City a "slug". If so, the City's plant makes a note of that and MPCA reviews those notes. There is a backup plan. There is an 8-foot deep concrete containment pit in the building. In case there's a power outage or other emergency, they can store water for 3 days in this pit before it goes to the City's system or the basin. There is no direct line from the truck wash to the basin. All the wash water goes through the pretreatment building. There are 2 lines to pump water into the

pretreatment building and 1 line out of the building. They can't bypass the pretreatment building. They will still maintain a connection with the City's wastewater system in case there was an issue and they needed to route water to the City's system. There is a flow meter and a sampling building on site which water passes through before it goes into the City's system. This is a backup emergency plan. The basin would be able to hold the water that had accumulated over the winter plus even heavy spring rains.

Mayor Jones complemented Mr. Veenker and Mr. Johnson on the plan to take care of most of the treatment in their system which also helps them save on costs.

There being no further comments from the public, Chairperson Wahl closed the public hearing at 7:32 p.m. Zoning Admin. Spielman advised that for every CUP application, the Planning Commission should review the general criteria set forth in City Code Section 152.546. He reviewed these criteria with the Commissioners to verify that the proposed conditional use conforms with the criteria in the City Code for conditional use permits. After this discussion, the following action was taken:

**Motion by Commissioner Pfeffer, seconded by Commissioner Derickson, to recommend City Council approval of the conditional use permit, submitted by Scott Veenker and Aimee Veenker, to allow the installation of a gray water earthen basin on undeveloped land in an A-O District which is situated west of 2610 Highway 60 East in Windom and in the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) of Section 24, Township 105 North, Range 36 West of the 5<sup>th</sup> P.M. in the City of Windom, Cottonwood County, Minnesota. Tract in Parcel No. 25-024-0550.**

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

**Findings of Fact for Conditional Use Permit:**

- (1) As stated in the narrative herein.**
- (2) The proposed use is not in conflict with the City's comprehensive plan.**
- (3) The proposed use is not in conflict with the stated intent of the zoning district in which it is to be located and is compatible with present land uses.**
- (4) The proposed use will not unreasonably harm the public health, safety and welfare, create a nuisance, or create unreasonable congestion injurious to nearby properties.**
- (5) The proposed use does not interfere with the creation of a beneficial environment within its own property boundaries and on adjoining properties.**
- (6) The proposed use will not interfere with the provision of a reasonable economic benefit to the community.**
- (7) The provisions for interrelationship between the proposed development and contiguous and non-contiguous adjacent properties will not adversely affect pedestrian and vehicular movement and will not adversely affect the buffering of the service facilities and parking areas.**
- (8) The proposed project can be accommodated with existing public utilities and services and will not overburden the City's service capacity.**

**Motion was declared carried 6-0.**

Chairperson Wahl stated that the Planning Commission makes recommendations and the City Council will make the final decision on this application at its meeting on September 18<sup>th</sup>. She recommended that Mr. Veenker and Mr. Johnson attend the City Council Meeting. Mayor Jones also recommended that they attend the meeting on September 18<sup>th</sup>.

6. New Business:

A. Presentation - Housing Project on 17<sup>th</sup> and 18<sup>th</sup> Streets: Director Hage advised that the School District has decided to use Prairie Meadow Subdivision for educational purposes. The School will be expanding its career tech program and creating a building trades class. Students will be able to participate in the construction of new homes on the land in the subdivision. There is a need for new housing in Windom. The proposed property for the new housing is the "Kruse" property which is located to the north of the School's property. The Kruse property is in the city limits and is zoned R-1. There is a potential for rezoning this area. The EDA is working with a developer who is interested in constructing four 4-plexes and has requested that the EDA apply for a Workforce Housing Grant through Minnesota Housing. The application deadline is October 11<sup>th</sup>. The EDA is also working with another developer who is interested in constructing a 46-unit apartment building on this property.

The development on the Kruse property can also address flooding in the Red Leaf Court and other areas. The proposal is to create a 20 – 30 acre water retention pond(s) on the Kruse property in addition to the new housing. Director Hage presented slides of the Kruse property, the Red Leaf Court area showing the street flooding in 2018, maps showing the areas for the proposed detention ponds, housing, and quarrying. There is a need to store water and control its release into the storm sewer system on 17<sup>th</sup> and 18<sup>th</sup> Streets. He also presented slides showing where street buffers and vegetative buffers (trees and bushes) would be located between existing housing and the new housing. He said that the developer's investment in the apartment building would be approximately \$5M and the developer's investment in the four-plexes would be approximately \$2M. These projects would grow Windom. The existing road and utilities on 18<sup>th</sup> Avenue would be used for the apartment building. There is 3-phase electrical service either on River Road, 17<sup>th</sup> Avenue, or 17<sup>th</sup> Street that can be run to the building. The road is paved to the area where the apartment building would be constructed. He presented a slide of the future land use map which shows that the area is currently zoned as R-1 and his recommendations for areas to be rezoned as R-2 and R-3. Zoning Admin. Spielman advised that this is a proposal for discussion. Some of these areas may not need to be rezoned. The proposal for rezoning those areas is not final yet.

Director Hage is recommending the purchase of 13 acres in the Kruse property and obtaining an option for the remainder of the property. The EDA Board discussed these proposals at its meeting on September 10<sup>th</sup>. Following the presentation to the Planning Commission, Director Hage will be presenting these proposals to the City Council. There will be a special meeting of the EDA Board later in September and this matter may come before the Planning Commission this fall regarding potential rezoning. He wanted to provide the Planning Commission with information on these projects. There is a tight schedule as the grant application is due on October 11<sup>th</sup>.

Commissioner Pfeffer said that the biggest issue is the water problems for the residents in that area. Director Hage indicated that water retention would be addressed first prior to construction of housing. In response to questions concerning addressing water issues, Director Hage said that 7 acres in the Kruse property would be used right away for a large retention pond when the land is available. Mayor Jones said that they need an engineer's plan to address the flooding problem and other issues with drainage between that area and the river. Director Hage said that the engineer for the City will be advising the City as to the number of acres of water retention that are needed to address the water issues and a new housing development.

Zoning Admin. Spielman asked if there was any money budgeted to purchase this land and fund water retention. Director Hage indicated that there were sources of funding for water issues including assessment of property owners for a portion of the cost and establishing a tax increment financing housing district to repay a bond for the project.

There was a brief discussion concerning potential development of trails, etc. around the ponds. Director Hage said that if there are other locations for potential multi-family housing, the Commissioners can contact him with these ideas. Zoning Admin. Spielman advised that there are other areas for multi-family on the edges of Windom that are shown in the revised future land use chapter of the comprehensive plan.

In response to a question, Zoning Admin. Spielman said that the Kruse property is not in a floodplain. Mayor Jones said that a lot of water is coming into that area from the hill and adjoining farmland. We need to size the detention pond(s) correctly. There was a discussion concerning how to get water from Red Leaf Court to the detention pond(s). Mayor Jones asked Commissioner Derickson about the issues that the firemen experienced when they were assisting with the flood remediation in the Red Leaf Court area. There was a discussion regarding the manholes and culverts in that area and along River Road. There was a brief discussion about previous plans to address the water issue.

In response to a question, Zoning Admin. Spielman said that if there is a CUP application for housing on the Kruse property, they will need to address storm water issues. Zoning Admin. Spielman checked the City Code and in Zoning Districts R-1, R-2 and R-3 water storage and water recreation uses are listed as a conditional use in all those zoning districts.

Director Hage set out the estimated timing of the potential housing projects. Director Hage indicated that if anyone had any questions about these proposals, to please contact him or Zoning Admin. Spielman.

7. Planning Commission Comments, Concerns, Suggestions: Zoning Admin. Spielman thanked the Commissioners who were able to attend the joint special meeting with the City Council regarding the CUP application for fill at the ballfield in Island Park. The City did receive a "No Rise Certificate" on the proposed addition of fill from an SEH engineer. After the fill had been brought in and graded, Zoning Admin. Spielman went with Registered Land Surveyor Dennis Esplan who shot elevations of the ballfield on September 11<sup>th</sup>. The elevations are all at the exact elevation or lower to achieve the "No Rise" elevation. Mr. Esplan issued an "As-built Elevation Certificate" on September 11<sup>th</sup>. Now the field is ready for seeding. In his review of records, Zoning Admin. Spielman found that the School had obtained a CUP in 2001 to add fill at Island Park in preparation for the concrete pad and erection of the bleachers.
8. Adjourn: By consensus, Chairperson Wahl adjourned the meeting at 8:28 p.m.

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Marilyn Wahl, Chairperson

Attest: \_\_\_\_\_  
Andy Spielman, Zoning Administrator



Windom, MN

# Expense Approval Report

By Fund

Payment Dates 08/31/2018 - 09/06/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL</b>					
<b>Activity: 41110 - Mayor &amp; Council</b>					
CITIZEN PUBLISHING CO	20180831	09/04/2018	ADVERTISING	100-41110-350	450.40
CITIZEN PUBLISHING CO	20180831	09/04/2018	ADVERTISING	100-41110-350	75.00
<b>Activity 41110 - Mayor &amp; Council Total:</b>					<b>525.40</b>
<b>Activity: 41310 - Administration</b>					
MAIL FINANCE	N7301051	09/04/2018	LEASE PAYMENT 6/27/18 - 9/2	100-41310-200	23.99
TOSHIBA FINANCIAL SERVICES	365217405	09/04/2018	COPIER LEASE 8/20 - 9/20	100-41310-217	30.25
VERIZON WIRELESS	9813140188	08/31/2018	TELEPHONE #486357723-000	100-41310-321	46.16
STEVE NASBY	20180829	09/04/2018	EXPENSE - LMC POLICY COM	100-41310-331	163.50
CITIZEN PUBLISHING CO	20180831	09/04/2018	ADVERTISING	100-41310-350	1,238.40
AMAZON CAPITAL SERVICES, I	13CT-FKQC-QWX4	09/04/2018	#A2QOYJ8ZLN2YT SUPPLIES	100-41310-480	28.99
BLUE CROSS/BLUE SHIELD	180831201685	09/05/2018	INSURANCE PREM- OCT 2018	100-41310-480	632.00
HY-VEE, INC.	20180905	09/05/2018	CITY OF WINDOM - BLOOD PR	100-41310-480	35.00
<b>Activity 41310 - Administration Total:</b>					<b>2,198.29</b>
<b>Activity: 41410 - Elections</b>					
CITIZEN PUBLISHING CO	20180831	09/04/2018	ADVERTISING	100-41410-350	460.00
<b>Activity 41410 - Elections Total:</b>					<b>460.00</b>
<b>Activity: 41910 - Building &amp; Zoning</b>					
MAIL FINANCE	N7301051	09/04/2018	LEASE PAYMENT 6/27/18 - 9/2	100-41910-200	23.99
VERIZON WIRELESS	9813140188	08/31/2018	TELEPHONE #486357723-000	100-41910-321	36.16
<b>Activity 41910 - Building &amp; Zoning Total:</b>					<b>60.15</b>
<b>Activity: 41940 - City Hall</b>					
SANDRA HERDER	20180904	09/04/2018	SERVICE - CLEANING	100-41940-406	430.00
MELISSA PENAS	20180904	09/04/2018	SERVICE - CLEANING	100-41940-406	430.00
<b>Activity 41940 - City Hall Total:</b>					<b>860.00</b>
<b>Activity: 42120 - Crime Control</b>					
MAIL FINANCE	N7301051	09/04/2018	LEASE PAYMENT 6/27/18 - 9/2	100-42120-200	23.99
VERIZON WIRELESS	9813140188	08/31/2018	TELEPHONE #486357723-000	100-42120-321	384.75
TOSHIBA FINANCIAL SERVICES	365217405	09/04/2018	COPIER LEASE 8/20 - 9/20	100-42120-404	15.13
BLUE CROSS/BLUE SHIELD	180831201685	09/05/2018	INSURANCE PREM- OCT 2018	100-42120-480	632.00
<b>Activity 42120 - Crime Control Total:</b>					<b>1,055.87</b>
<b>Activity: 42220 - Fire Fighting</b>					
CITIZEN PUBLISHING CO	20180831	09/04/2018	ADVERTISING	100-42220-350	690.00
TOSHIBA FINANCIAL SERVICES	365217405	09/04/2018	COPIER LEASE 8/20 - 9/20	100-42220-404	24.20
CREATIVE AD SOLUTIONS INC.	520-3860	09/05/2018	SERVICE	100-42220-480	86.19
<b>Activity 42220 - Fire Fighting Total:</b>					<b>800.39</b>
<b>Activity: 43100 - Streets</b>					
MAIL FINANCE	N7301051	09/04/2018	LEASE PAYMENT 6/27/18 - 9/2	100-43100-200	23.99
MID-AMERICAN RESEARCH C	0644327-IN	08/28/2018	SUPPLIES	100-43100-211	270.90
LOCATORS & SUPPLIES, INC	0243691	08/28/2018	SUPPLIES	100-43100-217	181.02
VERIZON WIRELESS	9813140188	08/31/2018	TELEPHONE #486357723-000	100-43100-321	44.47
SVOBODA EXCAVATING, INC	00008237	08/27/2018	MATTHEW DR - REPAIR	100-43100-404	5.00
FOX BROTHERS OF SANBORN,	69930	09/04/2018	#87000 - MAINTENANCE	100-43100-405	542.90
BLUE CROSS/BLUE SHIELD	180831201685	09/05/2018	INSURANCE PREM- OCT 2018	100-43100-480	632.00
BLUE CROSS/BLUE SHIELD	180831201685	09/05/2018	INSURANCE PREM- OCT 2018	100-43100-480	632.00
<b>Activity 43100 - Streets Total:</b>					<b>2,332.28</b>
<b>Activity: 45120 - Recreation</b>					
MAIL FINANCE	N7301051	09/04/2018	LEASE PAYMENT 6/27/18 - 9/2	100-45120-200	23.99
HUNTER HAYENGA	20180905	09/05/2018	UMPIRE	100-45120-217	50.00

Expense Approval Report

Payment Dates: 08/31/2018 - 09/06/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TOSHIBA FINANCIAL SERVICES	365217405	09/04/2018	COPIER LEASE 8/20 - 9/20	100-45120-217	15.13
<b>Activity 45120 - Recreation Total:</b>					<b>89.12</b>
<b>Activity: 45202 - Park Areas</b>					
MAIL FINANCE	N7301051	09/04/2018	LEASE PAYMENT 6/27/18 - 9/2	100-45202-200	23.99
COLE PAPERS INC.	9456710	09/04/2018	SUPPLIES	100-45202-404	216.30
<b>Activity 45202 - Park Areas Total:</b>					<b>240.29</b>
<b>Fund 100 - GENERAL Total:</b>					<b>8,621.79</b>
<b>Fund: 211 - LIBRARY</b>					
<b>Activity: 45501 - Library</b>					
TOSHIBA FINANCIAL SERVICES	365217405	09/04/2018	COPIER LEASE 8/20 - 9/20	211-45501-217	7.56
MELISSA PENAS	20180904	09/04/2018	SERVICE - CLEANING	211-45501-402	451.50
SANDRA HERDER	20180904	09/04/2018	SERVICE - CLEANING	211-45501-402	451.50
J & K WINDOWS	5937-20	09/04/2018	SERVICE	211-45501-402	20.00
MICROMARKETING, LLC	733592	08/31/2018	BOOKS	211-45501-435	59.99
<b>Activity 45501 - Library Total:</b>					<b>990.55</b>
<b>Fund 211 - LIBRARY Total:</b>					<b>990.55</b>
<b>Fund: 225 - AIRPORT</b>					
<b>Activity: 45127 - Airport</b>					
RED ROCK RURAL WATER	#106026 8-31-2018	09/04/2018	WATER USAGE #106026	225-45127-200	30.30
RED ROCK RURAL WATER	#106026 8-31-2018	09/04/2018	WATER USAGE #106026	225-45127-200	2.00
BEST OIL COMPANY	15922	09/05/2018	FUEL - JET A	225-45127-264	9,771.28
SOUTH CENTRAL ELECTRIC	#367400 7-31-18	09/05/2018	#367400 #26-12-112-04	225-45127-381	180.00
SOUTH CENTRAL ELECTRIC	#367402 7-31-18	09/05/2018	#367403 #26-12-116-04	225-45127-381	139.84
O'DAY EQUIPMENT, LLC	SRVCE0069550	09/05/2018	MAINTENANCE - TANK PROBE	225-45127-404	1,152.16
<b>Activity 45127 - Airport Total:</b>					<b>11,275.58</b>
<b>Fund 225 - AIRPORT Total:</b>					<b>11,275.58</b>
<b>Fund: 230 - POOL</b>					
<b>Activity: 45124 - Pool</b>					
TOSHIBA FINANCIAL SERVICES	365217405	09/04/2018	COPIER LEASE 8/20 - 9/20	230-45124-217	7.56
MN ENERGY RESOURCES	20180823	09/05/2018	HEATING #0504917677-00004	230-45124-383	3,213.44
<b>Activity 45124 - Pool Total:</b>					<b>3,221.00</b>
<b>Fund 230 - POOL Total:</b>					<b>3,221.00</b>
<b>Fund: 235 - AMBULANCE</b>					
<b>Activity: 42153 - Ambulance</b>					
MAIL FINANCE	N7301051	09/04/2018	LEASE PAYMENT 6/27/18 - 9/2	235-42153-200	23.99
O'REILLY AUTOMOTIVE, INC	#1510318 8-28-18	09/04/2018	MAINTENANCE	235-42153-217	58.95
BOUND TREE MEDICAL, LLC	82958290	08/28/2018	OPERATING SUPPLIES	235-42153-217	179.77
RITA HACKER -CREATIVE DESI	663	09/04/2018	SERVICE - AMBULANCE	235-42153-218	119.00
VERIZON WIRELESS	9813140188	08/31/2018	TELEPHONE #486357723-000	235-42153-321	108.48
EXPERT T BILLING	4815	08/21/2018	SERVICE	235-42153-326	1,971.00
ZOLL MEDICAL CORPORATION	90026188	08/28/2018	MAINTENANCE - DEFIB/MONI	235-42153-404	1,020.00
P.M. REPAIR & DETAILING	7298	08/24/2018	MAINTENANCE - NO TAX	235-42153-405	88.34
TOWN'S EDGE AUTO, INC.	82271	09/04/2018	MAINTENANCE - UNIT 29	235-42153-405	438.74
TOWN'S EDGE AUTO, INC.	82422	09/04/2018	MAINTENANCE - UNIT 29	235-42153-405	918.39
<b>Activity 42153 - Ambulance Total:</b>					<b>4,926.66</b>
<b>Fund 235 - AMBULANCE Total:</b>					<b>4,926.66</b>
<b>Fund: 250 - EDA GENERAL</b>					
<b>Activity: 46520 - EDA</b>					
MAIL FINANCE	N7301051	09/04/2018	LEASE PAYMENT 6/27/18 - 9/2	250-46520-200	23.99
VERIZON WIRELESS	9813140188	08/31/2018	TELEPHONE #486357723-000	250-46520-321	26.82
CITIZEN PUBLISHING CO	20180831	09/04/2018	ADVERTISING	250-46520-340	562.20
CITIZEN PUBLISHING CO	20180831	09/04/2018	ADVERTISING	250-46520-350	79.50
<b>Activity 46520 - EDA Total:</b>					<b>692.51</b>
<b>Activity: 49980 - Debt Service</b>					
FULDA CREDIT UNION	20180905	09/05/2018	SPEC BLD LOAN - SEPTEMBER	250-49980-602	2,249.24

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FULDA CREDIT UNION	20180905	09/05/2018	SPEC BLD LOAN - SEPTEMBER	250-49980-612	1,110.76
				<b>Activity 49980 - Debt Service Total:</b>	<b>3,360.00</b>
				<b>Fund 250 - EDA GENERAL Total:</b>	<b>4,052.51</b>

**Fund: 254 - NORTH IND PARK**  
**Activity: 46520 - EDA**

SOUTH CENTRAL ELECTRIC	#367404 7-31-18	09/04/2018	#367404 #26-24-123-04	254-46520-381	109.74
				<b>Activity 46520 - EDA Total:</b>	<b>109.74</b>
				<b>Fund 254 - NORTH IND PARK Total:</b>	<b>109.74</b>

**Fund: 601 - WATER**  
**Activity: 49400 - Water**

MAIL FINANCE	N7301051	09/04/2018	LEASE PAYMENT 6/27/18 - 9/2	601-49400-200	23.99
HAWKINS, INC	4344585	08/21/2018	CHEMICALS	601-49400-216	3,868.56
MN VALLEY TESTING	931880	08/15/2018	TESTING	601-49400-310	67.50
VERIZON WIRELESS	9813140188	08/31/2018	TELEPHONE #486357723-000	601-49400-321	96.32
FEDERATED RURAL ELECTRIC	#112843 8-28-18	09/05/2018	SERVICE #112843	601-49400-381	21.00
TOSHIBA FINANCIAL SERVICES	365217405	09/04/2018	COPIER LEASE 8/20 - 9/20	601-49400-404	30.25
AMUNDSON DIG	08231801	09/05/2018	MAINTENANCE - BACKHOE SE	601-49400-408	495.00
				<b>Activity 49400 - Water Total:</b>	<b>4,602.62</b>
				<b>Fund 601 - WATER Total:</b>	<b>4,602.62</b>

**Fund: 602 - SEWER**  
**Activity: 49450 - Sewer**

MAIL FINANCE	N7301051	09/04/2018	LEASE PAYMENT 6/27/18 - 9/2	602-49450-200	23.99
HAWKINS, INC	4344574	08/21/2018	CHEMICALS	602-49450-216	830.50
MN VALLEY TESTING	932872	08/21/2018	TESTING	602-49450-310	127.20
MN VALLEY TESTING	933415	08/21/2018	TESTING	602-49450-310	241.60
MN VALLEY TESTING	933693	08/21/2018	TESTING	602-49450-310	158.40
VERIZON WIRELESS	9813140188	08/31/2018	TELEPHONE #486357723-000	602-49450-321	71.71
SOUTH CENTRAL ELECTRIC	#367405 7-31-18	09/04/2018	#367405 #26-24-125-04	602-49450-381	78.46
DACOTAH PAPER CO	15194	09/05/2018	MAINTENANCE - SUPPLIES	602-49450-404	343.60
TOSHIBA FINANCIAL SERVICES	365217405	09/04/2018	COPIER LEASE 8/20 - 9/20	602-49450-404	24.20
MID-AMERICAN RESEARCH C	0644326-IN	09/04/2018	MAINTENANCE	602-49450-408	448.00
				<b>Activity 49450 - Sewer Total:</b>	<b>2,347.66</b>
				<b>Fund 602 - SEWER Total:</b>	<b>2,347.66</b>

**Fund: 604 - ELECTRIC**

TRI-STATE POWER SOLUTIONS	1912901025187	08/24/2018	INVENTORY	604-14200	83.00
RESCO	725905-00	09/04/2018	INVENTORY	604-14200	183.51
BORDER STATES	915994227	09/04/2018	INVENTORY	604-14200	499.32
BORDER STATES	916014917	09/04/2018	INVENTORY	604-14200	83.26
DAKOTA SUPPLY GROUP	E097326	09/04/2018	INVENTORY	604-14200	431.25
UTILITIES PLUS ENERGY SERVI	600966	09/04/2018	SUBSTATION	604-16300	5,847.50
CLARA EAGLE	20180619	06/19/2018	REFUND - UTILITY PREPAYME	604-22000	300.00
					<b>7,427.84</b>

**Activity: 49550 - Electric**

MAIL FINANCE	N7301051	09/04/2018	LEASE PAYMENT 6/27/18 - 9/2	604-49550-200	23.99
COLE PAPERS INC.	9458431	09/04/2018	-	604-49550-217	209.45
VERIZON WIRELESS	9813140188	08/31/2018	TELEPHONE #486357723-000	604-49550-321	122.51
CHERYL LILLEGAARD	20180904	09/04/2018	EXPENSE - UNIT 35 FOR REPAI	604-49550-331	209.28
JASON SYKORA	20180825	09/04/2018	EXPENSE-SUBSTATION TRANS	604-49550-334	62.79
CITIZEN PUBLISHING CO	20180831	09/04/2018	ADVERTISING	604-49550-340	330.00
TOSHIBA FINANCIAL SERVICES	365217405	09/04/2018	COPIER LEASE 8/20 - 9/20	604-49550-404	30.25
O'REILLY AUTOMOTIVE, INC	#1510318 8-28-18	09/04/2018	MAINTENANCE	604-49550-405	55.55
GRUNEWALD FRAME & GLASS	2018-246	09/04/2018	MAINTENANCE	604-49550-405	10.00
GRUNEWALD FRAME & GLASS	2018-277	09/04/2018	MAINTENANCE	604-49550-405	612.00
RAGE INC - CAMPUS CLEANER	08-011402	08/24/2018	SERVICE - POWER PLANT	604-49550-406	34.17
TRI-STATE POWER SOLUTIONS	1912901025187	08/24/2018	MAINTENANCE	604-49550-406	5.12

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINDOM AREA DEVELOPME	20180905	09/05/2018	INDUSTRIAL DEVELOPMENT -	604-49550-491	1,200.00
				Activity 49550 - Electric Total:	2,905.11
				Fund 604 - ELECTRIC Total:	10,332.95

## Fund: 609 - LIQUOR STORE

## Activity: 49751 - Liquor Store

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INDOFF, INC	3141584	08/28/2018	SUPPLIES	609-49751-200	27.49
MAIL FINANCE	N7301051	09/04/2018	LEASE PAYMENT 6/27/18 - 9/2	609-49751-200	23.99
RAGE INC - CAMPUS CLEANER	08-011905	08/28/2018	SERVICE - RIVER BEND LIQUO	609-49751-211	41.65
RAGE INC - CAMPUS CLEANER	08-011905	08/28/2018	SERVICE - RIVER BEND LIQUO	609-49751-211	2.92
AH HERMEL COMPANY	729141	09/04/2018	MERCHANDISE	609-49751-217	161.08
BELLBOY CORP	0065613600	08/28/2018	MERCHANDISE	609-49751-251	1,685.40
VINOCOPIA, INC	0213057-IN	08/20/2018	MERCHANDISE	609-49751-251	112.00
JOHNSON BROS.	1080867	08/20/2018	MERCHANDISE	609-49751-251	1,178.54
SOUTHERN GLAZER'S OF MN	1718713	08/20/2018	MERCHANDISE	609-49751-251	3,160.50
PHILLIPS WINE & SPIRITS	2406686	08/20/2018	MERCHANDISE	609-49751-251	647.33
BEVERAGE WHOLESALERS	021516	08/31/2018	MERCHANDISE	609-49751-252	7,449.55
ARTISAN BEER COMPANY	3284451	08/15/2018	MERCHANDISE	609-49751-252	32.00
ARTISAN BEER COMPANY	3286071	08/28/2018	MERCHANDISE	609-49751-252	127.00
ARTISAN BEER COMPANY	3287760	09/04/2018	MERCHANDISE	609-49751-252	42.00
DOLL DISTRIBUTING, LLC	510835	08/31/2018	MERCHANDISE	609-49751-252	5,662.55
JOHNSON BROS.	1080868	08/20/2018	MERCHANDISE	609-49751-253	603.17
SOUTHERN GLAZER'S OF MN	1718714	08/20/2018	MERCHANDISE	609-49751-253	570.00
PHILLIPS WINE & SPIRITS	2406687	08/20/2018	MERCHANDISE	609-49751-253	173.00
WINE MERCHANTS	7197207	08/28/2018	MERCHANDISE	609-49751-253	78.00
DOLL DISTRIBUTING, LLC	510835	08/31/2018	MERCHANDISE	609-49751-254	28.00
AH HERMEL COMPANY	726837	08/16/2018	MERCHANDISE	609-49751-254	84.24
AH HERMEL COMPANY	729141	09/04/2018	MERCHANDISE	609-49751-254	176.72
AH HERMEL COMPANY	726837	08/16/2018	MERCHANDISE	609-49751-256	170.68
AH HERMEL COMPANY	729141	09/04/2018	MERCHANDISE	609-49751-256	256.02
ARCTIC GLACIER U.S.A. INC	1946822702	08/15/2018	MERCHANDISE	609-49751-257	266.55
ARCTIC GLACIER U.S.A. INC	1946823402	08/28/2018	MERCHANDISE	609-49751-257	176.10
ARCTIC GLACIER U.S.A. INC	1946824102	08/31/2018	MERCHANDISE	609-49751-257	148.32
ARCTIC GLACIER U.S.A. INC	1951822903	08/21/2018	MERCHANDISE	609-49751-257	35.70
BELLBOY CORP	0098124100	08/28/2018	MERCHANDISE	609-49751-261	37.80
AH HERMEL COMPANY	726837	08/16/2018	MERCHANDISE	609-49751-261	51.81
AH HERMEL COMPANY	729141	09/04/2018	MERCHANDISE	609-49751-261	39.67
MN MUNICIPAL BEVERAGE AS	20180904	09/04/2018	REGISTRATION - JOHN NELSO	609-49751-308	20.00
VERIZON WIRELESS	9813140188	08/31/2018	TELEPHONE #486357723-000	609-49751-321	-47.69
BELLBOY CORP	0065613600	08/28/2018	MERCHANDISE	609-49751-333	29.70
BELLBOY CORP	0098124100	08/28/2018	MERCHANDISE	609-49751-333	2.18
VINOCOPIA, INC	0213057-IN	08/20/2018	MERCHANDISE	609-49751-333	2.50
RAGE INC - CAMPUS CLEANER	08-011905	08/28/2018	SERVICE - RIVER BEND LIQUO	609-49751-333	4.00
JOHNSON BROS.	1080867	08/20/2018	MERCHANDISE	609-49751-333	22.62
JOHNSON BROS.	1080868	08/20/2018	MERCHANDISE	609-49751-333	31.32
SOUTHERN GLAZER'S OF MN	1718713	08/20/2018	MERCHANDISE	609-49751-333	56.98
SOUTHERN GLAZER'S OF MN	1718714	08/20/2018	MERCHANDISE	609-49751-333	16.57
ARCTIC GLACIER U.S.A. INC	1946822702	08/15/2018	MERCHANDISE	609-49751-333	1.00
ARCTIC GLACIER U.S.A. INC	1946823402	08/28/2018	MERCHANDISE	609-49751-333	1.00
ARCTIC GLACIER U.S.A. INC	1946824102	08/31/2018	MERCHANDISE	609-49751-333	1.00
PHILLIPS WINE & SPIRITS	2406686	08/20/2018	MERCHANDISE	609-49751-333	8.70
PHILLIPS WINE & SPIRITS	2406687	08/20/2018	MERCHANDISE	609-49751-333	6.96
WINE MERCHANTS	7197207	08/28/2018	MERCHANDISE	609-49751-333	1.74
AH HERMEL COMPANY	726837	08/16/2018	MERCHANDISE	609-49751-333	4.95
AH HERMEL COMPANY	729141	09/04/2018	MERCHANDISE	609-49751-333	4.95
CITIZEN PUBLISHING CO	20180831	09/04/2018	ADVERTISING	609-49751-340	73.00
HOLT'S CLEANING SERVICE IN	3293	08/28/2018	SERVICE -	609-49751-402	350.00
AUTOMATIC DOOR GROUP	45864-R	08/28/2018	SERVICE #9344	609-49751-402	328.42

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TOSHIBA FINANCIAL SERVICES	365217405	09/04/2018	COPIER LEASE 8/20 - 9/20	609-49751-404	30.25
				<b>Activity 49751 - Liquor Store Total:</b>	<b>25,199.93</b>
				<b>Fund 609 - LIQUOR STORE Total:</b>	<b>25,199.93</b>
<b>Fund: 614 - TELECOM</b>					
CALIX	1369602	08/22/2018	CORE UPGRADE	614-16400	5,333.23
					<b>5,333.23</b>
<b>Activity: 49870 - Telecom</b>					
ADVANCED SYSTEMS, INC.	630564	08/22/2018	SUPPLIES	614-49870-200	46.92
MAIL FINANCE	N7301051	09/04/2018	LEASE PAYMENT 6/27/18 - 9/2	614-49870-200	23.99
RAGE INC - CAMPUS CLEANER	08-011404	08/22/2018	SERVICE - WINDOM NET	614-49870-211	21.33
RAGE INC - CAMPUS CLEANER	08-012358	09/05/2018	SERVICE - WINDOM NET	614-49870-211	21.33
HEARTLAND SECURITY SERVIC	539633	08/29/2018	SERVICE #602016517	614-49870-217	294.33
VERIZON WIRELESS	9813140188	08/31/2018	TELEPHONE #486357723-000	614-49870-321	486.12
TOSHIBA FINANCIAL SERVICES	365217405	09/04/2018	COPIER LEASE 8/20 - 9/20	614-49870-404	45.38
CENTURY LINK	7242105D-D-18229	09/05/2018	CABS #5142105DD3	614-49870-441	46.42
AZAR COMPUTER SOFTWARE	141457	09/05/2018	CATV SUPPORT	614-49870-442	2,145.00
NATIONAL CABLE TV COOP	18080601	09/04/2018	SUBSCRIBER	614-49870-442	58,052.51
SHOWTIME NETWORKS INC	9002731-0718	08/21/2018	SUBSCRIBER	614-49870-442	375.90
WOODSTOCK COMMUNICATI	10088804	09/05/2018	SPECIAL ACCESS CIRCUITS	614-49870-445	205.10
HURRICANE ELECTRIC LLC	98285044-IN	09/05/2018	10 GB INTERNET MIN1 MPLS	614-49870-447	1,800.00
HURRICANE ELECTRIC LLC	98285044-IN	09/05/2018	10 GB INTERNET NCC OMAHA	614-49870-447	2,300.00
SOUTHWEST MN BROADBAN	20180904 QVC JULY	09/04/2018	QVC COMM -JULY 2018	614-49870-480	88.46
				<b>Activity 49870 - Telecom Total:</b>	<b>65,952.79</b>
				<b>Fund 614 - TELECOM Total:</b>	<b>71,286.02</b>
<b>Fund: 615 - ARENA</b>					
<b>Activity: 49850 - Arena</b>					
MAIL FINANCE	N7301051	09/04/2018	LEASE PAYMENT 6/27/18 - 9/2	615-49850-200	23.99
HEARTLAND PAPER COMPANY	511277-0	09/05/2018	SUPPLIES	615-49850-211	103.68
TOSHIBA FINANCIAL SERVICES	365217405	09/04/2018	COPIER LEASE 8/20 - 9/20	615-49850-217	27.23
VERIZON WIRELESS	9813140188	08/31/2018	TELEPHONE #486357723-000	615-49850-321	58.30
LAMPERTS YARDS, INC.	#3902020 8-25-18	09/05/2018	MAINTENANCE	615-49850-402	2.79
SCOTT VEENKER	25313	09/05/2018	SERVICE -	615-49850-406	1,456.78
				<b>Activity 49850 - Arena Total:</b>	<b>1,672.77</b>
				<b>Fund 615 - ARENA Total:</b>	<b>1,672.77</b>
<b>Fund: 617 - M/P CENTER</b>					
SECR REV FUND/CITY OF WD	20180831	08/31/2018	PETTY CASH - COMM CENTER	617-10200	1,500.00
					<b>1,500.00</b>
<b>Activity: 49860 - M/P Center</b>					
INDOFF, INC	3144215	08/31/2018	SUPPLIES	617-49860-200	15.04
MAIL FINANCE	N7301051	09/04/2018	LEASE PAYMENT 6/27/18 - 9/2	617-49860-200	23.99
COLE PAPERS INC.	9456710	09/04/2018	SUPPLIES	617-49860-211	1,001.38
RIVER BEND LIQUOR	20180904	09/04/2018	COMM CENTER	617-49860-251	1,721.46
RIVER BEND LIQUOR	20180904	09/04/2018	COMM CENTER	617-49860-252	1,325.15
RIVER BEND LIQUOR	20180904	09/04/2018	COMM CENTER	617-49860-254	80.04
RIVER BEND LIQUOR	20180904	09/04/2018	COMM CENTER	617-49860-259	5.57
VERIZON WIRELESS	9813140188	08/31/2018	TELEPHONE #486357723-000	617-49860-321	40.82
CITIZEN PUBLISHING CO	20180831	09/04/2018	ADVERTISING	617-49860-340	179.20
TOSHIBA FINANCIAL SERVICES	365217405	09/04/2018	COPIER LEASE 8/20 - 9/20	617-49860-404	60.00
TOSHIBA FINANCIAL SERVICES	365217405	09/04/2018	COPIER LEASE 8/20 - 9/20	617-49860-404	15.13
RAGE INC - CAMPUS CLEANER	08-011403	08/31/2018	SERVICE - COMM CENTER	617-49860-406	59.50
				<b>Activity 49860 - M/P Center Total:</b>	<b>4,527.28</b>
				<b>Fund 617 - M/P CENTER Total:</b>	<b>6,027.28</b>
<b>Fund: 700 - PAYROLL</b>					
BLUE CROSS/BLUE SHIELD	180831201685	09/05/2018	INSURANCE PREM- OCT 2018	700-21706	60,124.50

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SELECTACCOUNT	38780855	09/04/2018	FLEX SPENDING	700-21712	192.31
					<u>60,316.81</u>
				<b>Fund 700 - PAYROLL Total:</b>	<b>60,316.81</b>
				<b>Grand Total:</b>	<b><u>214,983.87</u></b>

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - GENERAL	8,621.79
211 - LIBRARY	990.55
225 - AIRPORT	11,275.58
230 - POOL	3,221.00
235 - AMBULANCE	4,926.66
250 - EDA GENERAL	4,052.51
254 - NORTH IND PARK	109.74
601 - WATER	4,602.62
602 - SEWER	2,347.66
604 - ELECTRIC	10,332.95
609 - LIQUOR STORE	25,195.93
614 - TELECOM	71,286.02
615 - ARENA	1,672.77
617 - M/P CENTER	6,027.28
700 - PAYROLL	60,316.81
<b>Grand Total:</b>	<b>214,983.87</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-41110-350	Printing & Design	525.40
100-41310-200	Office Supplies	23.99
100-41310-217	Other Operating Supplie	30.25
100-41310-321	Telephone	46.16
100-41310-331	Travel Expense	163.50
100-41310-350	Printing & Design	1,238.40
100-41310-480	Other Miscellaneous	695.99
100-41410-350	Printing & Design	460.00
100-41910-200	Office Supplies	23.99
100-41910-321	Telephone	36.16
100-41940-406	Repairs & Maint - Groun	860.00
100-42120-200	Office Supplies	23.99
100-42120-321	Telephone	384.75
100-42120-404	Repairs & Maint - M&E	15.13
100-42120-480	Other Miscellaneous	632.00
100-42220-350	Printing & Design	690.00
100-42220-404	Repairs & Maint - M&E	24.20
100-42220-480	Other Miscellaneous	86.19
100-43100-200	Office Supplies	23.99
100-43100-211	Cleaning Supplies	270.90
100-43100-217	Other Operating Supplie	181.02
100-43100-321	Telephone	44.47
100-43100-404	Repairs & Maint - M&E	5.00
100-43100-405	Repairs & Maint - Vehicl	542.90
100-43100-480	Other Miscellaneous	1,264.00
100-45120-200	Office Supplies	23.99
100-45120-217	Other Operating Supplie	65.13
100-45202-200	Office Supplies	23.99
100-45202-404	Repairs & Maint - M&E	216.30
211-45501-217	Other Operating Supplie	7.56
211-45501-402	Repairs & Maint - Struct	923.00
211-45501-435	Books and Pamphlets	59.99
225-45127-200	Office Supplies	32.30
225-45127-264	Merchandise For Resale	9,771.28
225-45127-381	Electric Utility	319.84
225-45127-404	Repairs & Maint - M&E	1,152.16
230-45124-217	Other Operating Supplie	7.56
230-45124-383	Gas Utility	3,213.44

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Account Number	Account Name	Payment Amount
235-42153-200	Office Supplies	23.99
235-42153-217	Other Operating Supplie	238.72
235-42153-218	Uniforms	119.00
235-42153-321	Telephone	108.48
235-42153-326	Data Processing	1,971.00
235-42153-404	Repairs & Maint - M&E	1,020.00
235-42153-405	Repairs & Maint - Vehicl	1,445.47
250-46520-200	Office Supplies	23.99
250-46520-321	Telephone	26.82
250-46520-340	Advertising & Promotion	562.20
250-46520-350	Printing & Design	79.50
250-49980-602	Other Long-Term Obliga	2,249.24
250-49980-612	Other Interest	1,110.76
254-46520-381	Electric Utility	109.74
601-49400-200	Office Supplies	23.99
601-49400-216	Chemicals and Chemical	3,868.56
601-49400-310	Lab Testing	67.50
601-49400-321	Telephone	96.32
601-49400-381	Electric Utility	21.00
601-49400-404	Repairs & Maint - M&E	30.25
601-49400-408	Repairs & Maint - Distrib	495.00
602-49450-200	Office Supplies	23.99
602-49450-216	Chemicals and Chemical	830.50
602-49450-310	Lab Testing	527.20
602-49450-321	Telephone	71.71
602-49450-381	Electric Utility	78.46
602-49450-404	Repairs & Maint - M&E	367.80
602-49450-408	Repairs & Maint - Distrib	448.00
604-14200	Inventory	1,280.34
604-16300	Improvements Other Th	5,847.50
604-22000	Prepayments	300.00
604-49550-200	Office Supplies	23.99
604-49550-217	Other Operating Supplie	209.45
604-49550-321	Telephone	122.51
604-49550-331	Travel Expense	209.28
604-49550-334	Meals/Lodging	62.79
604-49550-340	Advertising & Promotion	330.00
604-49550-404	Repairs & Maint - M&E	30.25
604-49550-405	Repairs & Maint - Vehicl	677.55
604-49550-406	Repairs & Maint - Groun	39.29
604-49550-491	Payments to Other Orga	1,200.00
609-49751-200	Office Supplies	51.48
609-49751-211	Cleaning Supplies	44.57
609-49751-217	Other Operating Supplie	161.08
609-49751-251	Liquor	6,783.77
609-49751-252	Beer	14,313.10
609-49751-253	Wine	1,424.17
609-49751-254	Soft Drinks & Mix	288.96
609-49751-256	Tobacco Products	426.70
609-49751-257	Ice	626.67
609-49751-261	Other Merchandise	129.28
609-49751-308	Training & Registrations	20.00
609-49751-321	Telephone	-47.69
609-49751-333	Freight and Express	196.17
609-49751-340	Advertising & Promotion	73.00
609-49751-402	Repairs & Maint - Struct	678.42
609-49751-404	Repairs & Maint - M&E	30.25
614-16400	Machinery & Equipment	5,333.23

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Payment Amount</b>
614-49870-200	Office Supplies	70.91
614-49870-211	Cleaning Supplies	42.66
614-49870-217	Other Operating Supplie	294.33
614-49870-321	Telephone	486.12
614-49870-404	Repairs & Maint - M&E	45.38
614-49870-441	Transmission Fees	46.42
614-49870-442	Subscriber Fees	60,573.41
614-49870-445	Switch Fees	206.10
614-49870-447	Internet Expense	4,100.00
614-49870-480	Other Miscellaneous	88.46
615-49850-200	Office Supplies	23.99
615-49850-211	Cleaning Supplies	103.68
615-49850-217	Other Operating Supplie	27.23
615-49850-321	Telephone	58.30
615-49850-402	Repairs & Maint - Struct	2.79
615-49850-406	Repairs & Maint - Groun	1,456.78
617-10200	Petty Cash	1,500.00
617-49860-200	Office Supplies	39.03
617-49860-211	Cleaning Supplies	1,001.38
617-49860-251	Liquor	1,721.46
617-49860-252	Beer	1,325.15
617-49860-254	Soft Drinks & Mix	80.04
617-49860-259	Non- Alcoholic	5.57
617-49860-321	Telephone	40.82
617-49860-340	Advertising & Promotion	179.20
617-49860-404	Repairs & Maint - M&E	75.13
617-49860-406	Repairs & Maint - Groun	59.50
700-21706	Medical Insurance	60,124.50
700-21712	Flex Account	192.31
	<b>Grand Total:</b>	<b>214,983.87</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>
**None**	214,983.87
<b>Grand Total:</b>	<b>214,983.87</b>

# RESOLUTION #2018-

**INTRODUCED:**

**SECONDED:**

**VOTED: Aye:**

**Nay:**

**Absent:**

**A RESOLUTION EXPRESSING SINCERE APPRECIATION TO  
BRADLEY BUSSA FOR HONORABLE AND DEVOTED PUBLIC SERVICE  
TO THE CITY OF WINDOM, MINNESOTA**

---

**WHEREAS**, the City of Windom wishes to express grateful recognition and appreciation to **BRADLEY BUSSA** for his untiring and valuable service faithfully rendered to the City of Windom commencing on November 17, 1999, through September 5, 2018.

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

1. The City Council, on behalf of its members, City officials, employees of the City of Windom, and the citizens of this community, extends to **BRADLEY BUSSA** its expressions of appreciation for serving the City well, and its best wishes for the years to come.

2. That a copy of this resolution be incorporated in the official records of the City Council of the City of Windom and a copy presented to Bradley Bussa.

Adopted this 18th day of September, 2018.

\_\_\_\_\_  
Dominic Jones, Mayor

Attest:

\_\_\_\_\_  
Steven Nasby, City Administrator

# Windom Fire Relief Association

2017 Schedule Form for Lump-Sum Pension Plans (SC-17)



Office of the State Auditor

Report created on 8/29/2018

**Windom Fire Relief Association**  
**2017 Schedule Form for Lump-Sum Pension Plans (Form SC-17)**  
**Financial Projections**

<b>Calculation of Normal Cost</b>	2017	2018
Total Active Member Liabilities	986,076	1,058,564
Total Deferred Member Liabilities	51,458	51,458
Total Unpaid Installments	0	0
Grand Total Special Fund Liability	A. <u>1,037,534</u>	B. <u>1,110,022</u>
Normal Cost (Cell B - Cell A)		C. <b>72,488</b>

**Projection of Net Assets for Year Ending December 31, 2017**

Special Fund Assets at December 31, 2016 (FIRE-16 ending assets)	1.	1,211,976
Projected Income for 2017		
Fire State Aid	D.	40,000
Supplemental State Aid (actual 2016 supplemental state aid)	E.	9,396
Municipal / Independent Fire Dept. Contributions	F.	0
Interest / Dividends	G.	16,000
Appreciation / (Depreciation)	H.	0
Member Dues	I.	0
Other Revenues	J.	5,000
Total Projected Income for 2017 (Add Lines D through J)	2.	<u>70,396</u>
Projected Expenses for 2017		
Service Pensions	K.	0
Other Benefits	L.	0
Administrative Expenses	M.	3,888
Total Projected Expenses for 2017 (Add Lines K through M)	3.	<u>3,888</u>
Projected Net Assets at December 31, 2017 (Line 1 + Line 2 - Line 3)	4.	<b>1,278,484</b>

**Projection of Surplus or (Deficit) as of December 31, 2017**

Projected Assets (Line 4)	5.	1,278,484
2017 Accrued Liability (Page 4, cell A)	6.	<u>1,037,534</u>
Surplus or (Deficit) (Line 5 - Line 6)	7.	<b>240,950</b>

**Windom Fire Relief Association**  
**2017 Schedule Form for Lump-Sum Pension Plans (Form SC-17)**

**Calculation of Required Contribution**

Year Incurred	Deficit Information - Original		Deficit Information - Adjusted		
	Original Amount	Amount Retired as of 12/31/2016	Original Amount	Amount Retired as of 12/31/2017	Amount Left to Retire 1/1/2018
2008	0	0	0	0	0
2009	0	0	0	0	0
2010	0	0	0	0	0
2011	0	0	0	0	0
2012	0	0	0	0	0
2013	0	0	0	0	0
2014	0	0	0	0	0
2015	0	0	0	0	0
2016	0	0	0	0	0
2017			0	0	0
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Normal Cost		8.	72,488
2016 Administrative Expense (FIRE-16)	2016	9.	3,888
2017 Projected Administrative Expense	2017		4,024
Amortization of Deficit (Total of Original Amount X 0.10)		10.	0
10% of Surplus		11.	24,095
Fire and Supplemental Aid		12.	49,396
Member Dues		13.	0
5% of Projected Assets at December 31st, 2017		14.	63,924
Required Contribution		15.	0

**Windom Fire Relief Association**  
**2017 Schedule Form for Lump-Sum Pension Plans (Form SC-17)**  
**2017 Maximum Benefit Worksheet**

	A	B	C	D	E
	Fire State Aid and Supplemental State Aid	Municipal Contribution	10% of Surplus	Active Members in Relief Association	Per Year Average [(A+B+C)/D]
2016	From (FIRE-16) 48,132	From (FIRE-16) 0	From (SC-16) 23,867	From (FIRE-16) 28	2,571
2015	From (FIRE-15) 49,943	From (FIRE-15) 3,000	From (SC-15) 29,475	From (FIRE-15) 29	2,842
2014	From (RF-14) 47,854	From (RF-14) 5,000	From (SC-14) 25,998	From (RF-14) 27	2,920

Average available financing per active member for the most recent 3-year period: **2,778.00**

Maximum Lump Sum Benefit Level under Minn. Stat. § 424A.02, subd. 3 **5,100.00**

# Windom Fire Relief Association

## 2017 Schedule Form for Lump-Sum Pension Plans (Form SC-17)

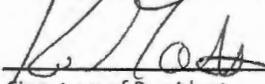
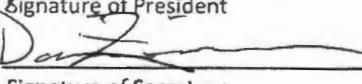
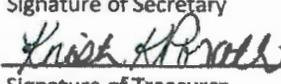
To be eligible for fire state aid this Schedule Form must be fully completed, certified by the relief association officers, forwarded to the municipal clerk/independent secretary on or before August 1, 2017, and submitted to the Office of the State Auditor.

### Relief Association Officer Certification

I have obtained a copy of the schedule form with Confirmation Id 0835efaf-e7ab-460f-b10f-0bc2f8c267a1 displayed in the lower left corner of each page.

We, the officers of the Windom Fire Relief Association certify that this Schedule Form was prepared under Minn. Stat. § 424A.092 and that:

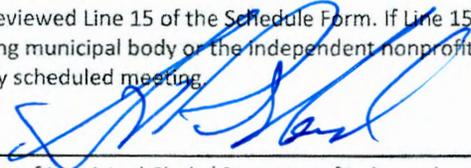
- 1) The annual benefit level of \$2,600 per year of service was established according to the average amount of available financing;
- 2) We understand that this form shows that the Relief Association has a projected SURPLUS of \$240,950 and a projected funding ratio of 123.22 percent;
- 3) The required 2018 contribution is \$0 based on the financial requirements of the Relief Association's Special Fund for the 2017 calendar year;
- 4) The Maximum Benefit Worksheet (MBW) portion of this form shows that the Relief Association's maximum allowable benefit level for 2017 is \$5,100;
- 5) We understand that the Relief Association cannot establish a benefit level that exceeds this statutory maximum. We understand that municipal or independent nonprofit firefighting corporation board approval may be required for a benefit increase; and
- 6) On or before August 1, the average amount of available financing per active member for the most recent three-year period was calculated on the MBW portion of this form in accordance with Minn. Stat. § 424A.02, subd. 3.

	Kevin	Gotto	9/9/18
Signature of President	First Name	Last Name	Date
	Daric	Zimmerman	9/9/18
Signature of Secretary	First Name	Last Name	Date
	Kristen	Porath	9/7/18
Signature of Treasurer	First Name	Last Name	Date

### Municipal Clerk / Independent Secretary Certification\*

I received the completed Schedule Form from the Windom Fire Relief Association with Confirmation Id 0835efaf-e7ab-460f-b10f-0bc2f8c267a1 displayed in the lower left corner of each page.

I have reviewed Line 15 of the Schedule Form. If Line 15 shows a required contribution, I certify that I will advise the governing municipal body or the independent nonprofit firefighting corporation of any required contribution at its next regularly scheduled meeting.

	Steve	Nasby	9-10-18
Signature of Municipal Clerk / Secretary of independent nonprofit firefighting corporation	First Name	Last Name	Date

\* See the form instructions for additional information about certification requirements.

Confirmation Id: 0835efaf-e7ab-460f-b10f-0bc2f8c267a1

Form SC-17

Minnesota Office of the State Auditor

## RESOLUTION #2018-

**INTRODUCED:**

**SECONDED:**

**VOTED: Aye:**

**Nay:**

**Absent:**

### A RESOLUTION AWARDING THE CONTRACT FOR THE PROJECT ENTITLED "WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT"

---

**WHEREAS**, pursuant to an advertisement for bids for the project entitled "Wastewater Treatment Facility Improvements Project", bids were received, opened and tabulated according to law, and the following bids were in compliance with the advertisement:

	<b>Base Bid</b>	<b>Alt #1</b>	<b>Alt #2</b>	<b>Alt #3</b>
Gridor Construction, Inc.	\$14,998,200	\$1,270,000	\$330,000	\$980,000
KHC Construction, Inc.	\$15,124,000	\$1,340,000	\$325,000	\$965,000
Rice Lake Construction Group	\$15,859,300	\$1,625,200	\$380,000	\$890,500
John T. Jones Const. Co.	\$17,233,000	\$1,280,000	\$307,000	\$993,000

**AND WHEREAS**, it appears that the lowest responsible bidder is:

	<b>Base Bid</b>	<b>Alt #1</b>	<b>Alt #2</b>	<b>Alt #3</b>
Gridor Construction, Inc.	\$14,998,200	\$1,270,000	\$330,000	\$980,000

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

1. A "Notice of Award" shall be issued to the above low bidder.
2. The Mayor and City Administrator are hereby authorized and directed to enter into the contract with the above low bidder, in the name of the City of Windom, for the completion of the project entitled "Wastewater Treatment Facility Improvements Project" according to the plans and specifications approved by the Windom Utility Commission and the Windom City Council. Copies of the plans and specifications are on file in the Office of the City Administrator.
3. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except for the deposits of the successful bidder and the next lowest bidder which shall be retained until the contract has been signed.

Adopted by the Council this 18<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
Dominic Jones, Mayor

Attest: \_\_\_\_\_  
Steve Nasby, City Administrator

**NOTICE OF AWARD**

Date of Issuance: September 18, 2018  
Owner: City of Windom Owner's Contract No.:  
Engineer: Bolton & Menk, Inc. Engineer's Project No.: T22.113672  
Project: Wastewater Treatment Facility Contract Name: Wastewater Treatment Facility  
Improvements Windom, MN Improvements  
Bidder: Gridor Constr., Inc.  
Bidder's Address: 3990 27th St. SE  
Buffalo, MN 55313

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated June 26, 2018 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Wastewater Treatment Facility Improvements, City of Windom, Minnesota.

The Contract Price of the awarded Contract is: Base Bid Price: \$14,998,200.00  
+ Add Item #1: \$1,270,000.00  
+ Add Item #2: \$330,000.00  
**Total Contract Price: \$16,598,200.00**

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):  
None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Windom

\_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_

Copy: Engineer

# ACTION ITEM



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

**TO:** City Council  
**FROM:** Building & Zoning Office  
**DATE:** September 18, 2018 (City Council Meeting Date)  
**RE:** Planning Commission Recommendation – CUP Application  
**DEPT:** Development Department  
**CONTACT:** Andrew Spielman, Building & Zoning Official, at 832-8660 or  
[andrew.spielman@windommn.com](mailto:andrew.spielman@windommn.com)

---

## **Recommendations/Options/Action Requested**

Approve the Conditional Use Permit, pursuant to the Application submitted by Scott and Aimee Veenker, to allow the installation of a gray water earthen basin on undeveloped land in an A-O District.

---

## **Issue Summary/Background**

### **Conditional Use Permit:**

Applicants & Owners: **Scott & Aimee Veenker**

Address of Property: **Tract West of 2610 Highway 60 East, Windom, MN**

Legal Description: A tract in the SW¼ of the NE¼ of Section 24, Township 105 North, Range 36 West of the 5th P.M. in the City of Windom, Cottonwood County, Minnesota.  
*(abbreviated description)*

Parcel ID#: 25-024-0550.

The Applicants are requesting a Conditional Use Permit (“CUP”) to allow the installation of a gray water earthen basin. The Planning Commission held a public hearing on this application on September 11, 2018. The Minutes from the September 11<sup>th</sup> Meeting set forth the discussion, motion, and findings of fact concerning the Planning Commission’s recommendation to approve this CUP application.

## **Fiscal Impact**

There is no fiscal impact for the City.

## **Attachments**

1. Zoning Application for CUP
2. Planning Commission’s Public Hearing Notice
3. Overall Site Plan (prepared by Wenck Associates)
4. Typical Section Earthen Lagoon (prepared by Wenck Associates)
5. Copy of e-mail from Brian Schweiss of MPCA dated March 8, 2018.

**CITY OF WINDOM, MINNESOTA**

**444 9<sup>th</sup> Street  
Windom, MN 56101  
507-831-6125**

**APPLICATION FOR CONSIDERATION OF ZONING/SUBDIVISION REQUEST**

**Applicant(s):** Name(s) Scott Veenker & Aimee Veenker  
Address 46381 County Road 22  
City Windom State MN Zip 56101 (Phone: 507-830-1664)

**Owner(s):** (If other than Applicant)  
Name(s) Same as Applicants  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ (Phone: \_\_\_\_\_)

**Property Address:** Tract West of 2610 Highway 60 East, Windom, MN 56101  
Tract in SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 24, Township 105 North, Range  
**Legal Description of Property:** ~~Lot(s)~~ \_\_\_\_\_ ~~Block(s)~~ \_\_\_\_\_ ~~Addition~~ \_\_\_\_\_  
36 West of the 5th P.M. in the City of Windom, Cottonwood County, Minnesota.  
**Parcel No.** 25-024-0550  
(If metes and bounds, attach description.)

**Existing Use of Property:** Farm Land Present Zoning: A-0

**Action Requested:** Conditional Use Permit  Variance \_\_\_\_\_  
Subdivision (Sketch Plat) \_\_\_\_\_ Preliminary Plat \_\_\_\_\_ Final Plat \_\_\_\_\_  
Planned Unit Development (PUD) \_\_\_\_\_  
Amendment (Text, Rezoning, Comprehensive Plan) – SPECIFY: \_\_\_\_\_  
Other (Specify): \_\_\_\_\_

**Description and Reason for Request** (Attach Additional Information if necessary and/or required) To construct a gray water earthen basin to be used for wash water from Windom Wash LLC.

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

X [Signature] X [Signature]  
[SIGNATURES OF APPLICANT(S)]

Date: August 24, 2018

Fee: \$150.00 Paid: Ck. 7141 Date: 9-6-18

Upon receipt of the Application, all required supporting documents, and the filing fee, this APPLICATION IS ACCEPTED FOR FILING on this 24th day of August, 2018.

WINDOM BUILDING & ZONING OFFICIAL: [Signature]

**Building & Zoning Office  
City Hall, 444 9<sup>th</sup> Street, P.O. Box 38  
Windom, MN 56101  
Phone: 507-831-6125**

**CITY OF WINDOM PLANNING COMMISSION  
PUBLIC HEARING NOTICE  
CONDITIONAL USE PERMIT  
(PROPOSED INSTALLATION OF GRAY WATER EARTHEN BASIN)**

Pursuant to City of Windom, City Code Sections 152.525-152.530 and 152.545-152.551, notice is hereby given that the Applicants and Owners, SCOTT VEENKER and AIMEE VEENKER, husband and wife, of 46381 County Road 22, Windom, Minnesota, have submitted a zoning application for a conditional use permit concerning property situated in agricultural land southwest of the building site of the Windom Wash, LLC. This property is located in an A-0 District (City Code Sections 152.035-152.039). The Applicants request a conditional use permit to allow the installation of a gray water earthen basin on the agricultural land for purposes of temporary storage of wash water from the truck wash pursuant to City Code Section 152.284.

The application, map of the area, and engineering plans are on file in the Building & Zoning Office in City Hall and may be reviewed prior to the Public Hearing.

A public hearing to consider this application will be held before the Planning Commission in the City Council Chambers at City Hall, 444 9<sup>th</sup> Street, Windom, MN 56101 on the 11th day of September, 2018, at 7:05 p.m.

Those persons wishing to be heard on this application for consideration of a conditional use permit are requested to attend this meeting.

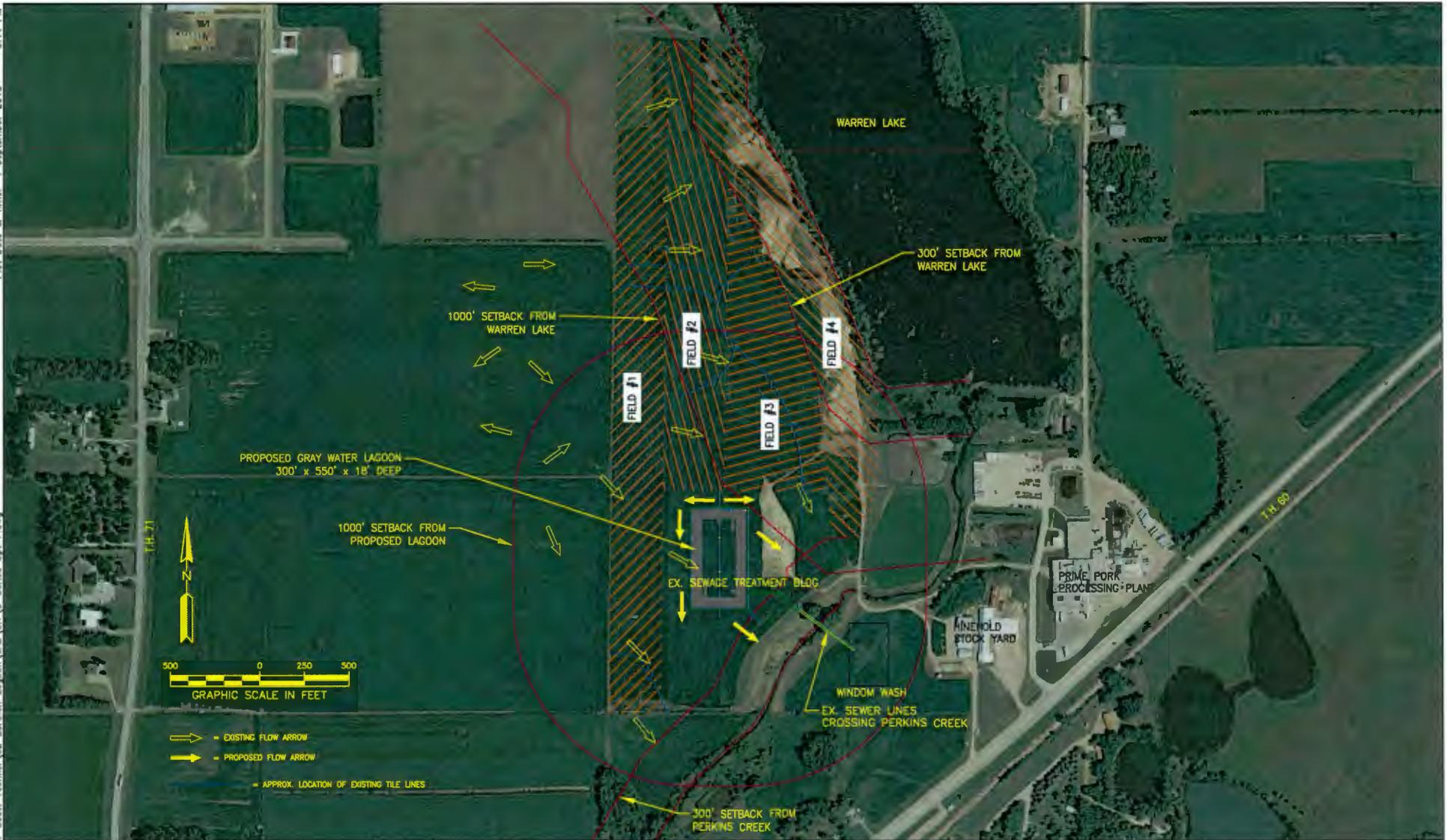
Legally described as follows: A tract in the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 24, Township 105 North, of Range 36 West of the 5<sup>th</sup> P.M. in the City of Windom, Cottonwood County, Minnesota. (*abbreviated description*)

Parcel ID #: 25-024-0550

Address of the Property: Tract West of 2610 Highway 60 East, Windom, MN 56101

By Order of the City of Windom  
Andrew W. Spielman, Zoning Administrator

Published: Cottonwood County Citizen (August 29, 2018)



REV	REVISION DESCRIPTION	DWN	APP	REV DATE

**WENCK ASSOCIATES**  
 1012 26th Ave., Suite 10  
 Winona, MN 56101  
 (507) 531-8700  
 (507) 531-8271

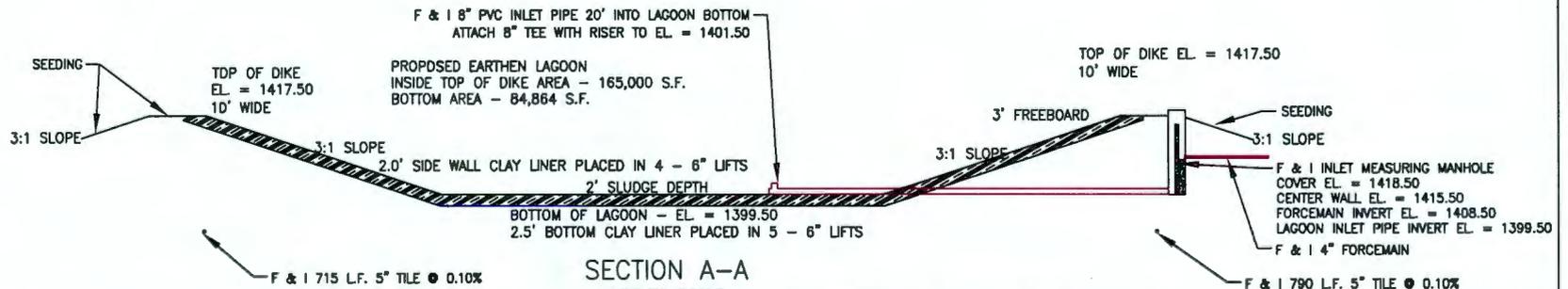
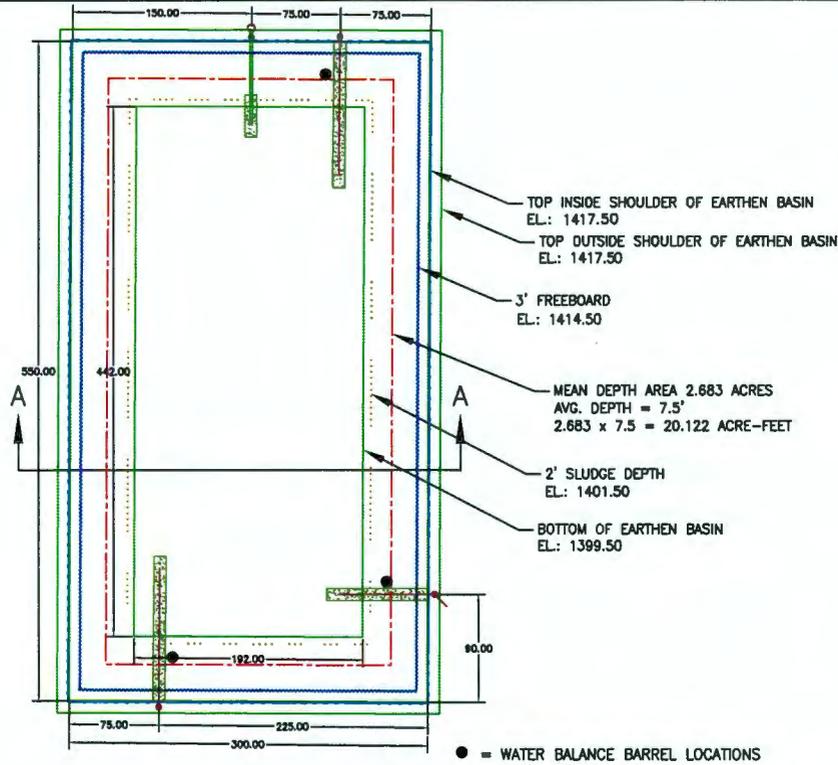
Responsive partner. Exceptional outcomes.

DWN BY	CHK'D	APP'D
TNT	MPJ	DJJ
DWG DATE	8/28/2018	
SCALE	1" = 500'	

PROJECT	Windom Truckwash
CLIENT	Windom Wash LLC 2610 Highway 60 East Windom, MN 56101

SHEET TITLE		Overall Site Plan	
PROJECT NO.	SHEET NO.	REV NO.	
6137-02	C-100		

PLAN VIEW LAGOON - DIMENSIONS  
1" = 100'



SECTION A-A  
NOT TO SCALE

REV	REVISION DESCRIPTION	DWN	APP	REV DATE

**WENCK ASSOCIATES**  
1012 2th Ave, Suite 10  
Winona, MN 55901  
(507) 831-5200  
(507) 831-8271

Responsive partner. Exceptional outcomes.

DWN BY TNT	CHK'D MPJ	APP'D DJJ
DWG DATE 8/21/2018		
SCALE 1" = 20'		

PROJECT Windom Truckwash	CLIENT Windom Wash LLC 2610 Highway 60 East Windom, MN 56101
-----------------------------	---

SHEET TITLE Typical Section Earthen Lagoon	PROJECT NO. 6137-02	SHEET NO. C-301	REV NO.
--	------------------------	--------------------	---------

**Subject:** Truck Wash & basin cover  
**From:** Schweiss, Brian (MPCA) (brian.schweiss@state.mn.us)  
**To:** srveenker@yahoo.com;  
**Date:** Thursday, March 8, 2018 6:27 PM

Good afternoon Scott,

I did get your voicemail from yesterday morning.

To answer a couple of your questions:

- Yes, I have copy of the re-submitted permit application. I have not yet had a chance to review. I hope to be able to get through the plans next week.
- About the cover for the basin. I did talk with George Schwint after you spoke with him in January. Both of us felt comfortable that because the basin would only receive effluent from the treatment system that you have installed, a cover is not required on this basin. We may need to include a stipulation in the permit that requires wastewater to be treated by the treatment system before discharging to the basin (meaning that it would be considered a violation if wastewater bypassed the treatment system and was routed directly to the basin without treatment). My impression from talking to you in the past is that you did not intend to bypass or eliminate the existing treatment, but a permit condition would make it a more formal requirement.

I will be out of the office tomorrow (Friday) and Monday, but will be back on Tuesday.

Thank you,

-Brian

Brian Schweiss, P.E.  
Land and Water Quality Permits  
Industrial Division  
Minnesota Pollution Control Agency  
520 Lafayette Rd N  
St Paul, MN 55155  
Phone: 651-757-2709  
brian.schweiss@state.mn.us

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**From:** Schweiss, Brian (MPCA)  
**Sent:** Friday, June 9, 2017 3:15:53 PM

# ACTION ITEM



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

**TO:** City Council  
**FROM:** Development Department  
**DATE:** September 18, 2018 (City Council Meeting Date)  
**RE:** Public Hearing – Residential Tax Abatement – 2275, 2265, & 2255 Seventh Avenue  
**DEPT:** Development Department  
**CONTACT:** Drew Hage, Development Director at 832-8661 or [drew.hage@windommn.com](mailto:drew.hage@windommn.com)

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## Recommendations/Options/Action Requested

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

1. Hold Public Hearing on the proposed residential tax abatements.
  2. Adopt attached RESOLUTION approving the tax abatement for three new single-family homes to be built at 2275, 2265, and 2255 Seventh Avenue, Windom, MN 56101.
- 

## Issue Summary/Background

On September 4, 2018, the Windom City Council adopted a resolution calling for a Public Hearing to be held on September 18, 2018, to discuss the Cottonwood County Home Initiative Application for three new single-family homes to be built at 2275, 2265, and 2255 Seventh Avenue, Windom, MN 56101.

The Applicant has met all statutory requirements outlined in Minnesota Statutes §469.1813 and the County's Home Initiative guidelines necessary for approval of the tax abatement request.

**Background:** Minnesota Statutes give 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.

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 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.

## Fiscal Impact

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If the tax abatement is granted following the public hearing, the estimated abatement of real estate taxes by the City for the three homes for the five-year period is \$35,775. (Estimated **annual** tax abatement for a \$280,000 homestead

property: County \$1,074; Windom Public Schools \$304; Windom \$2,385. Estimated Total 5-year tax abatement for 3 homes for all three taxing entities: \$56,445.)

**Attachments**

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1. Cottonwood County Home Initiative Application Letter & Attachments – 2275, 2265, & 2255 Seventh Avenue, Windom, MN
2. Public Hearing Notice
3. Resolution Approving Tax Abatement for Certain Properties Pursuant to Minn. Stat. §469.1813

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.

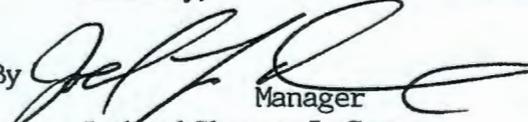
Our application includes:

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  
Joel and Shannon LaCanne

 Member

2280 6<sup>th</sup> 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

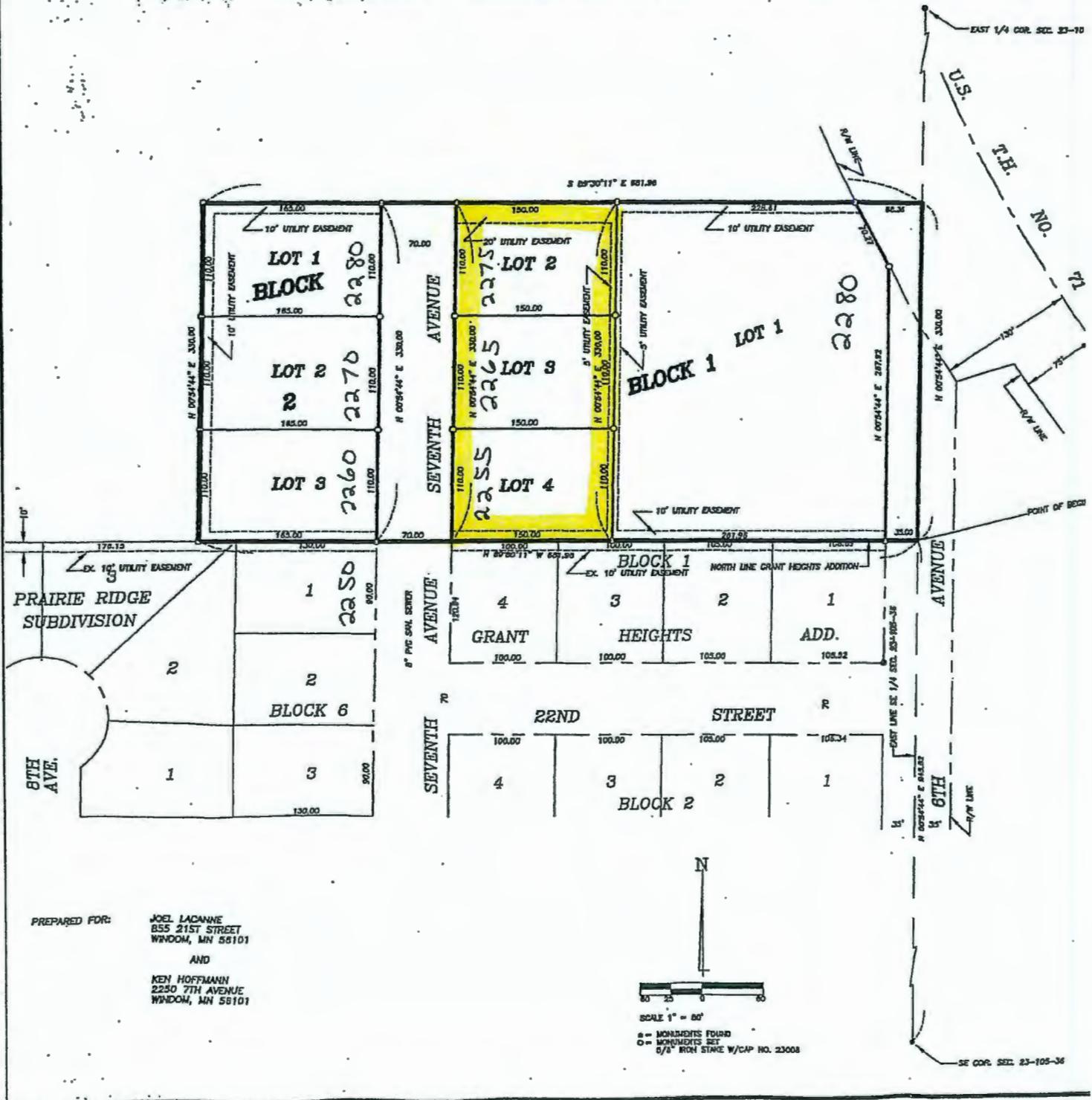
Addresses of the Properties: 2275 Seventh Avenue, Windom, MN 56101  
2265 Seventh Avenue, Windom, MN 56101  
2255 Seventh Avenue, Windom, MN 56101

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.

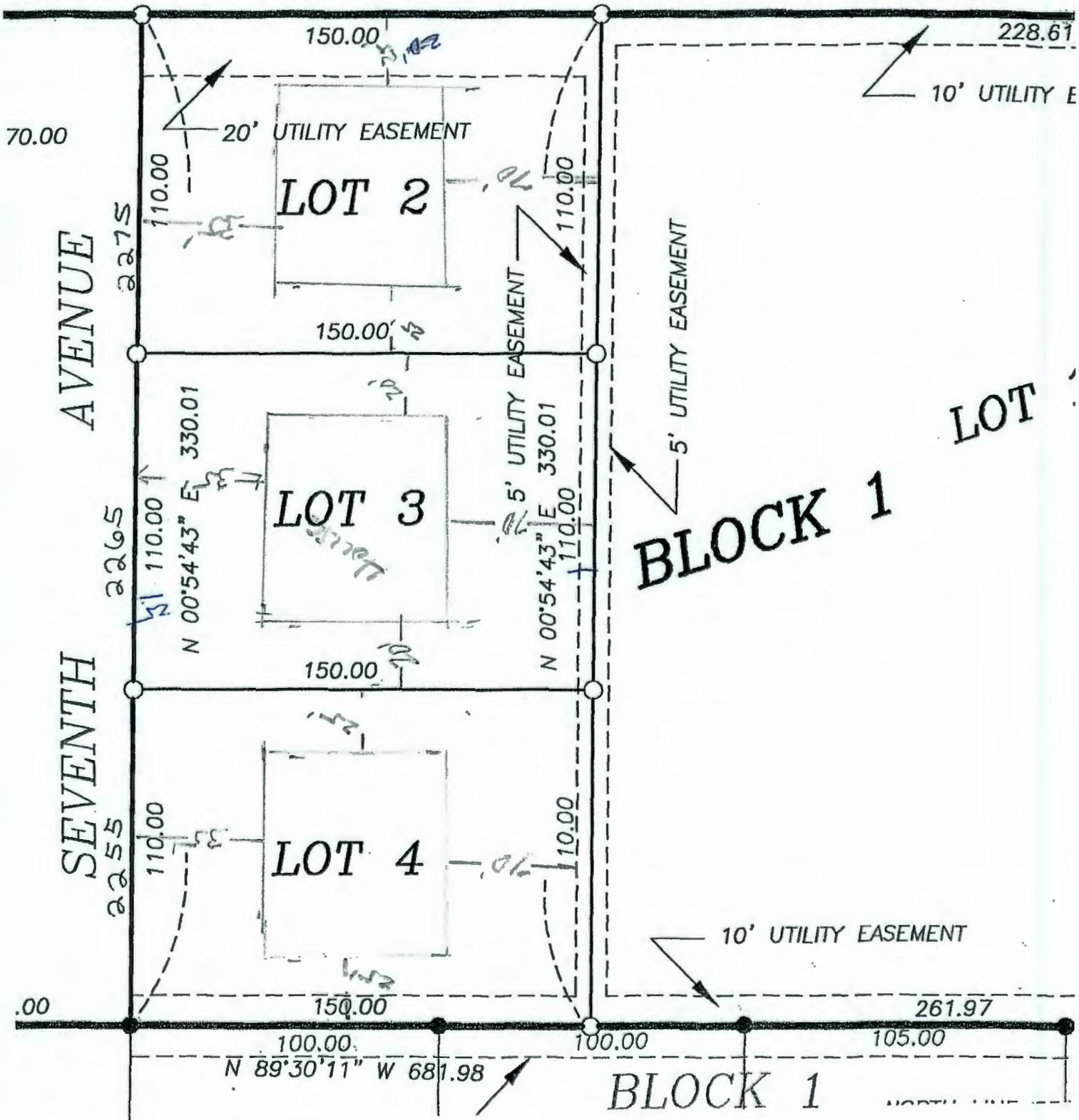
Estimated Market Value of Each of the Three New Homes: \$260,000 - \$280,000

Lot 4 = 2255 Seventh Avenue  
 Lot 3 = 2265 Seventh Avenue  
 Lot 2 = 2275 Seventh Avenue

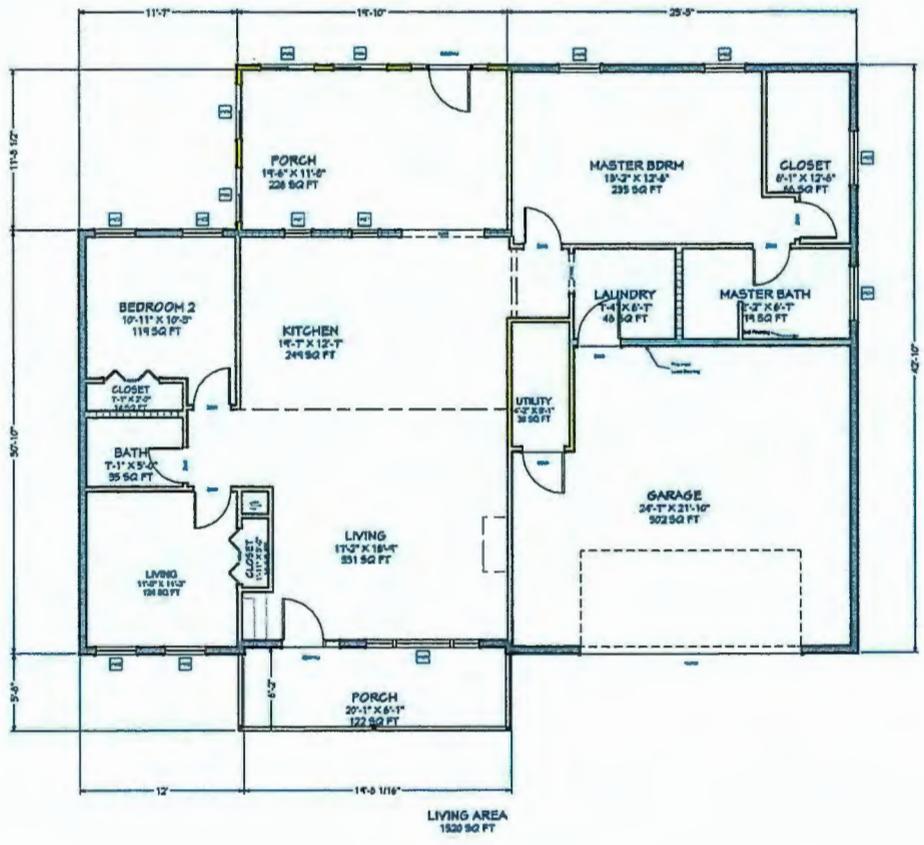
# HOFFMANN LACANNE SUBDIVISION



S 89°30'11" E 681.98



PRELIMINARY DRAWING - NOT FOR CONSTRUCTION



1st Floor **LOTS 2 + 4**

**Worthington**  
  
**Building Materials**  
 711 Kragness Ave  
 Worthington MN 56187  
 507-376-6191  
 wbminc@vsnbb.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:
<b>1</b>

PRELIMINARY DRAWING- NOT FOR CONSTRUCTION



**Worthington**



**Building Materials**

711 Krogness Ave  
Worthington MN 56187  
507-378-6181  
wbmnc@vastbb.net

**Project:**

**General Notes:**

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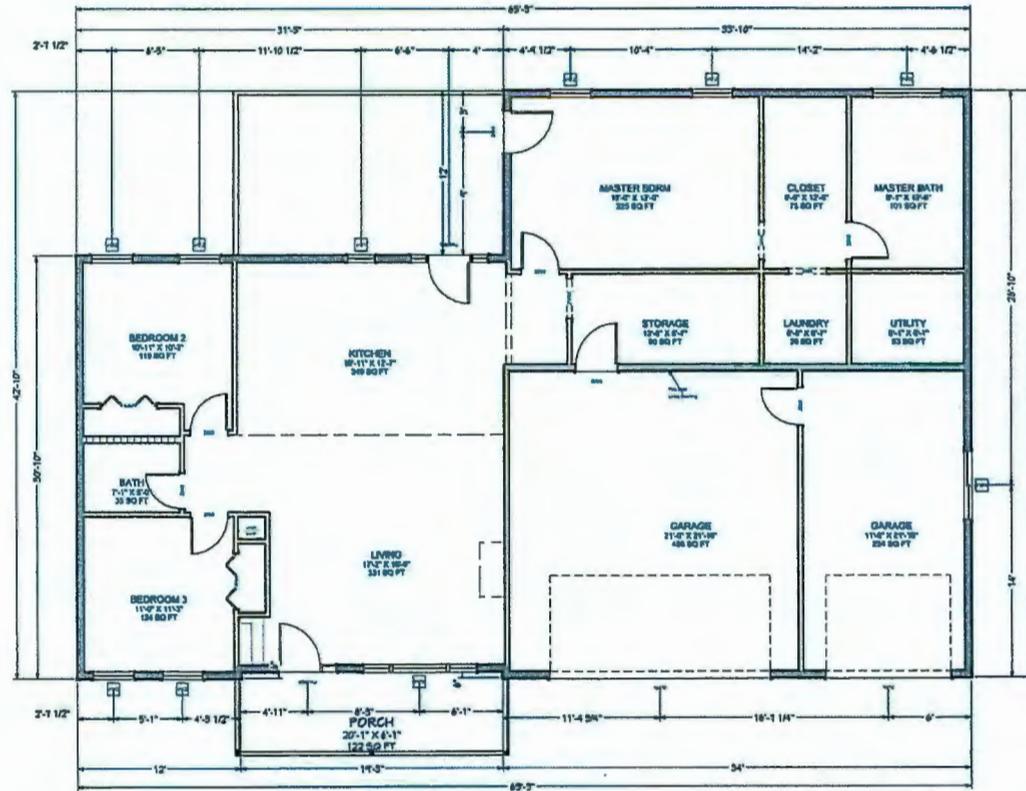
SCALE:

DATE:

SHEET:

**2**

PRELIMINARY DRAWING- NOT FOR CONSTRUCTION



LIVING AREA  
1691 SQ FT

1st Floor

LOT 3

**Worthington**



**Building Materials**

711 Krugness Ave  
Worthington MN 56187  
507-378-8191  
wbmino@vastbb.net

**Project:**

Healthy Homes  
Woodland- NO Bonus

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

SCALE:

DATE: 6/18/2019

SHEET:

**1**

PRELIMINARY DRAWING- NOT FOR CONSTRUCTION



**Worthington**



**Building Materials**

711 Krugness 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.

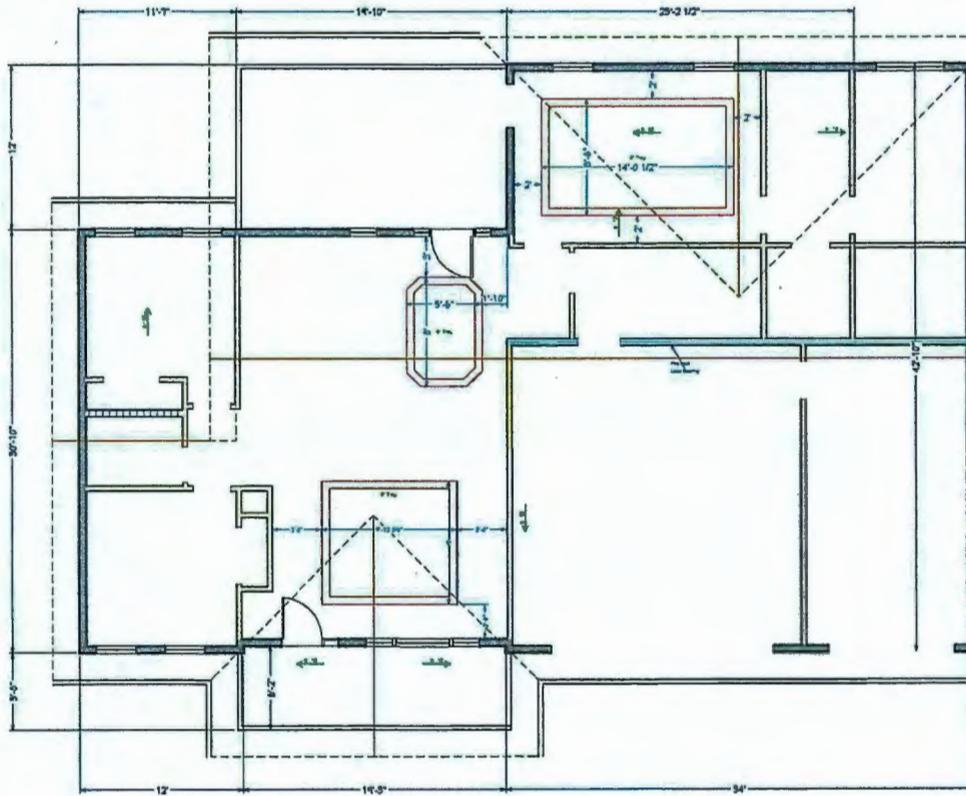
SCALE:

DATE: 6/18/2018

SHEET:

**2**

PRELIMINARY DRAWING- NOT FOR CONSTRUCTION



Roof Plan



711 Kragness Ave  
Worthington MN 56187  
607-376-8191  
wbmino@vaatbb.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: 5/18/2018
SHEET:
<b>3</b>

**NOTICE OF PUBLIC HEARING**

**CITY OF WINDOM, MINNESOTA**

**RESIDENTIAL PROPERTY TAX ABATEMENT**

**A Public Hearing will be held by the Windom City Council on Tuesday, September 18, 2018, at the City Council Meeting which begins at 7:30 P.M. in the City Council Chambers at the City Hall, 444 Ninth Street, Windom, Minnesota, to consider granting a residential property tax abatement pursuant to Minnesota Statutes §469.1813.**

Request submitted by LaCanne Funeral Homes, LLC. Abatement period – 5 years commencing on first year of taxes payable for assessed value related to new homes. Based on 2017 tax rates, **estimated** total abatement for all 3 homes could be approximately \$35,775.

Parcel #s: 25-362-0020, 25-362-0030, & 25-362-0040

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

Legal Descriptions of 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.

All parties interested in commenting on these proposed abatements may attend the public hearing or submit written comments to the address below prior to the hearing.

**BY ORDER OF THE WINDOM CITY COUNCIL**

Steven Nasby, City Administrator  
444 Ninth Street  
P. O. Box 38  
Windom, MN 56101  
Phone: 507-831-6129

Published: September 5, 2018  
(COTTONWOOD COUNTY CITIZEN)



tax base.

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

1. The City of Windom does hereby grant abatements to LaCANNE FUNERAL HOMES, LLC of the City of Windom's share of property taxes upon the above-described parcels based on the proposed construction of a new single-family home on each of three parcels.
2. The tax abatements will be for no more than five (5) years commencing on the first year of taxes payable for the assessed values related to the capital improvements (new homes) as outlined in Cottonwood County Home Initiative Guidelines.
3. The City shall provide the awarded abatement payments following payments by the property owners of the property taxes due annually. One single payment of the City's share of the abatement for each property shall be made to the property owner(s) of record by December 30<sup>th</sup> of that calendar year.
4. The tax abatements shall be for the residential capital improvements only. Land values and the current base values are not eligible and will not be abated.
5. The abatements shall be null and void if construction of the new homes is not commenced within six (6) months of the approval of this resolution or if property taxes are not paid on or before the respective annual payment deadlines.

Adopted by the City Council this 18th day of September, 2018.

\_\_\_\_\_  
Dominic Jones, Mayor

Attest: \_\_\_\_\_  
Steve Nasby, City Administrator

# ACTION ITEM

**TO:** City Council  
**FROM:** Al Baloun, Recreation Director  
**DATE:** September 13, 2018  
**RE:** Replacement of Studio Rink Boards and Hallway Ceiling Renovation  
**DEPT:** Arena  
**CONTACT:** Al Baloun 507-822-0514 (e-mail- winarena@windomnet.com)

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## **Recommendations/Options/Action Requested**

At the September 12, 2018 Parks and Recreation Commission Meeting the commission made the following recommendations:

1. Replace the Studio Rink Boards and Dasher boards with the quotation received from Rink Systems for \$37,500 as per the proposal. An additional quote was received from Becker Arena Products for \$58,800. Cost will be covered by the Arena Ice System Project contingency funds.
2. Remodel the Hallway Ceiling behind the Grandstand with the estimate received from Fredin Construction for \$22,574.51. The cost will be paid by Arena's 2018 budget and, if necessary, the Arena Ice System Project contingency funds.

## **Issue Summary/Background**

With the Arena Ice System project the radiuses on the studio rink were changed to 20' radius corners as the old radiuses needed to be replaced. The current wooden boards were donated to the city from a college in the metro area around 2001. The boards were used at that time and installed as part of the studio rink project. With the moving of the mats system from the main rink to the studio rink it makes sense to replace all boards along with the radiuses at this time.

Second, the current suspended ceiling was installed about twenty years ago to cover the hallway. Radiant heat was also added at that time. Previous to that there was no ceiling or heat in the arena hallway. Tiles are constantly being replaced due to staining from above and abuse. A new ceiling would refreshen the appearance of the hallway.

## **Fiscal Impact**

With the Arena Ice System Project there is approximately a \$81,342.55 balance in the Arena Construction Project Fund. This amount includes the contingency amount from the construction project. Using \$37,500 from this fund would still leave a balance of \$43,842.55. For the hallway ceiling project upon review of the Arena maintenance budget a large majority of the project could be covered but, if needed, some funds could be used from the Arena Construction Project Fund.

## **Attachments**

1. Proposal from Rink Systems INC
2. Proposal from Becker Arena Products
3. Estimate Fredin Construction for Remodel of the Hallway Ceiling Behind Grandstand
4. Arena Ice System Project – Financial Summary

1103 Hershey Street  
Albert Lea, MN 56007

Phone: 507/373-9175  
Fax: 507/377-1060



August 23, 2018

Mr. Brent Staples  
Staples Oil

RE: Ice Rink Dasher board Proposal  
Studio Rink – Windom Ice Arena

Dear Brent,

Rink Systems, Inc. is pleased to provide the following dasherboard pricing.

**SCOPE OF WORK: STUDIO RINK**

Provide and deliver one nominal 42'-6" x 180' used/new dasher board system for the studio rink including, but not limited to the following:

- ◆ Used 85' x 200' galvanized steel dasher board system
- ◆ Reconfigure rink and modify any panels to fit new rink size prior to installation
- ◆ New 20' radius corners panels
- ◆ New 10' equipment gate in radius corner with threshold
- ◆ One 36" access gate on side
- ◆ One new 36" access gate in radius corner
- ◆ Reuse existing facing from 28' radius curves on new panels
- ◆ Reuse existing aluminum shielding support posts.
- ◆ Provide and install new 3/4" poly caprail on entire rink.
- ◆ All necessary hardware to install Dasher board system, including anchors and spacers for installing matt system under boards.
- ◆ Includes shipping to project site
- ◆ One working supervisor to assist owner supplied crew with installation of dasher board system and routing of caprail to accept owner supplied shielding.
- ◆ **One year warranty**

**NOT INCLUDED:**

- ◆ Shielding. Owner to use existing shielding from stock.

**PRICING:**

**\$37,500.00**

Price does not include local taxes or bonding where applicable. If you have any questions or need additional information, please call me at (800) 944-7930. I look forward to the opportunity of working with you on this project in the future. Thanks.

Best regards,  
Rink Systems, Inc.

A handwritten signature in black ink, appearing to read "Stacey Overgaard", written over a horizontal line.

Stacey Overgaard, P.E.  
President



**Customer #: WIN005**

**Quotation #: 10004364**

**Revision #:**

**Date: September 12, 2018**

**Proposal Expiration Date: October 12, 2018**

**Your Sales Consultant: Lucas Van Nevel**

**Prepared For:**

**Mr. Al Baloun**

**City of Windom**

**P.O. Box 38**

**Windom, MN 56101**

**Project Location:**

**Windom, Minnesota**

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

**Benefits of Choosing to Partner with Becker Arena Products**

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects - Guaranteed

Confidential: This document contains proprietary and confidential information that is owned and is of significant value to Becker Arena Products, Inc. No unauthorized use, disclosure or reproduction of any of this information is permitted without the prior written consent of Becker Arena Products, Inc.

**Becker Arena Products, Inc. | 720 Innovation Drive Shakopee, MN 55379 | Toll Free (800) 234-5522 | [www.beckerarena.com](http://www.beckerarena.com)**



Per your recent request, below please find the pricing for the following dasher board system.

**HOCKEY DASHER BOARD SYSTEM**

Becker Arena Products, Inc. shall furnish and supervise the installation one custom built dasher board system. The pricing is based on the information furnished and will include the following items and features.

**DASHER FRAMING & POLYETHYLENE FACING, CAP RAIL & KICK PLATE**

- Rink Size: 180' x 42'-6" x 20' radius – approximately 413 lineal feet of 42" high galvanized steel frame dasher boards – a combination of new and repurposed dasher panels (Ring only)
- New radius dasher panels for corners – utilize existing facing and kick plate
- Reuse 1/2" white high-density polyethylene dasher facing from existing radius corners for the new radius corner panels
- Reuse 1/2" x 8" high yellow high-density polyethylene kick plate
- New 3/4" high-density polyethylene cap rail
- All panels pre-assembled
- All new steel panels hot dip galvanized after fabrication
- Spacers for mat system
- 5/8" drilled in epoxy anchors

**GATES**

- One new 10'-0" radius double leaf equipment gate complete with heavy duty adjustable hinges, slide bar, cane bolts and heavy-duty casters (In new panels)
- One 3'-0" radius access gates with heavy duty hinges and ice side push button latches (In new panel)
- One 3'-0" straight access gates with heavy duty hinges and ice side push button latches (In new panel)
- 1" thick high-density polyethylene thresholds on new player access gates

**SHIELD SUPPORTS**

- Reuse shield supports from existing rink (Windom rink)
- Pricing does not include any modification to shield supports post or include new post pads

**WORKING SUPERVISOR INSTALLATION**

- Becker Arena Products, Inc. will furnish a working supervisor for the installation of dasher system including layout and routing cap rail for the existing shielding. Price includes supervision labor (**Non-union labor / Non-prevailing wage rate**) for **three consecutive days at 8 hours each for a total of 24 hours** and all mobilization
- Customer to furnish a crew of three to four people with basic carpentry skills, dumpster and forklift for the duration of the installation

**TOTAL PRICE DELIVERED AND SUPERVISED**

**\$ 58,800.00**



**Material Price Escalation & De-Escalation Clause** (Due to the volatility of all components of the above dasher board system)

In the event that the price of any of the material(s) used in the Becker Arena Products, Inc. production of the above product increase or decrease by 3% or greater from the price used for that material(s) at the time the quote was signed, then the price for the material(s) in the contract between Becker Arena Products, Inc. and the purchaser shall be increased or decreased to reflect the additional or reduced cost to obtain that material or materials. Purchaser agrees that Becker Arena Products, Inc. shall be entitled to an adjustment to the contract price to reflect and price increases of material(s) that occur as a result of Becker Arena Products, Inc. incurring additional costs when ordering materials.



**Please Note:** Taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

All payment terms are based on credit approval.

**Our Standard Payment terms are:**

- 45% due upon placement of order (\$ \_\_\_\_\_)
- 45% due 10 days prior to delivery (\$ \_\_\_\_\_)
- 10% due net 30 days after delivery and installation (\$ \_\_\_\_\_)

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract # **10004364** is accepted:

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Becker Arena Products, Inc.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

***Becker Arena Products, Inc. is an Equal Employment Opportunity Employer***



## Becker Arena Products, Inc. STANDARD TERMS AND CONDITIONS

- 1. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, as applied to contracts executed in and performed wholly within the State of Minnesota.
- 2. Delays.** Becker Arena Products, Inc. (Seller) will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of the goods, or for any damages suffered by the Purchaser by reason of such delay, including liquidated or actual damages.
- 3. Arbitration.** Any and all controversies or claims arising out of or relating to this contract or the performance or breach thereof shall be settled by arbitration in Minneapolis, Minnesota in accordance with the then existing rules and procedure of the American Arbitration Association.
- 4. Mechanic's Lien or Bond Rights.** Nothing herein shall be deemed to waive or affect Seller's right to assert a mechanic's lien against the property on which the goods are installed or to make a claim against any bond. Purchaser agrees to provide any and all information requested by Seller, within three (3) calendar days, to allow Seller to preserve or effectuate its mechanic's lien or bond rights.
- 5. Change Orders.** A change order will be required for any additional work to be performed or materials to be supplied by the Seller, which is not included in the contract or is a result of the Purchaser's failure to comply with the terms and conditions as described herein. A change order must be filled out by the Seller and signed by the Purchaser before any work commences or material is ordered and/or shipped.
- 6. Production Schedule, Installation Schedule, and Storage.** When Seller has received and accepted the contract along with signed approval drawings and credit approval, they will have up to 16 weeks to produce and deliver the materials provided that there are no custom materials needed. Custom materials will include non-standard colors and/or materials. The Purchaser will be contacted after the receipt of the required information to coordinate a shipping date and an installation date(s). These dates will serve as the contract delivery date and will be used to schedule production, delivery, and installation. The Owner/Purchaser will be contacted 21 days prior to shipping to confirm that the site will be ready. If the Purchaser's site is not ready or will not be ready on this date, the following may occur:

### Dasher Board Systems

- A. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.



- B. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
- C. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

**7. General Site Requirements.** The following criteria must be met or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

- A. **Concrete and Floor Work:** All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
- B. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
- C. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above, Sand floors are not to be final graded prior to dasher board installation.
- D. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
- E. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
  - 1. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
  - 2. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
  - 3. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.



**8. Requirements for Rink Installations:**

(Refer to the enclosed Site Requirements)

**9. Walk Through Inspection.** When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.

**10. Shop Drawings and Non-standard Shielding.** Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured, tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.

**11. Polyethylene.** All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance. Seller will not be responsible for replacing polyethylene that conforms to manufacturers color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.

**12. Material Check-in.** (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item in a box. The Purchaser must count anything that is not boxed.



## 1 YEAR LIMITED WARRANTY

1. **What Is Covered By This Limited Warranty** - Becker Arena Products, Inc. ("BAP") warrants to the original purchaser ("Purchaser") that the BAP system (the "System") that is subject of this sale (a) conforms to BAP's published specifications and (b) is free from defects in material or workmanship. This warranty is not transferable by Purchaser, including any transfer by operation by law. The duration of this warranty is one year from the date of delivery to the original Purchaser. In the event of any claim of defect during the warranty period, Purchaser shall promptly notify Seller in writing of the claimed defect. Within a reasonable time after such notification Purchaser shall provide Seller full access to the products to inspect, repair, and/or replace the products in question. Seller's sole obligation shall be to correct any actual defect by repair, replacement, or adjustment as determined in Seller's sole discretion. In no event shall notification be effective if received by BAP later than 13 months from date of delivery of the Rink System. These remedies are Purchaser's **exclusive** remedies for breach of warranty. BAP is under no obligation to honor this limited warranty during any time in which Purchaser is in default in its obligations to BAP.
2. **What Is Not Covered By This Warranty** – BAP does not warrant (a) any product, component or parts not manufactured by BAP, (b) defects caused by failure to provide a suitable installation environment for the System, (c) defects caused by failure to follow BAP's System maintenance schedule, (d) damage caused by use of the System for purposes other than those for which it was designed, (e) damage caused by a disaster such as fire, flood, wind or lightning, (f) damage caused by unauthorized attachments or modifications to the System, (g) damage during shipment, or (h) any other abuse or misuse by Purchaser or the System.
3. **Disclaimer Of Warranty** – THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES FOUND UNDER ARTICLE 35(2)(a) AND (b) OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS 1980.
4. **Limitations Of Remedies** – In no case shall BAP be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings revenue, loss of use of System or any associated equipment, cost of capital, cost of any substitute equipment, facilities or service, downtime, the claims of third parties (including customers) and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this Section 4 and in Section 3 above may not apply.
5. **Time Limit For Bringing Suit** – Any action for a breach of warranty must be commenced within 13 months following delivery of the System.
6. **No Other Warranties** – Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of BAP or any other party is authorized to make any warranty in addition to those made in this agreement.
7. **Allocation Of Risk** – This warranty allocates the risk of product failure between BAP and Purchaser. This allocation is recognized by both parties and is reflected in the price of the System. Purchaser acknowledges it has read this warranty, understands it and is bound by its terms.

## ESTIMATE

**DATE:** 9/3/2018

**FOR:** Windom Arena -C/O Al Baloun  
Cottonwood County Fairgrounds  
Windom, MN. 56101

**FROM:** Fredin Construction/Cabinetry  
"Have Hammer-Will Travel"  
2660 River Road  
Windom, MN. 56101-1086  
507-831-1019

Fed Bldg. Cont. Lic. # BC41-1232015

Mn. Bldg. Cont. Lic. # BC2747

Lead Supervisor Lic. # LS1170

Certified Fed. & State Energy Auditor

A Design/Build Contractor

EPA Renovator Cert. #NAT-60478-1

(TSCA-Section 402) All Admin. States, Tribes, Ter.

**FOR/COST:** Remodel the Hallway Ceiling behind the Grandstand

**Includes the following Items:**

Construct an Exterior Wall to support the new ceiling (Will keep the Pro Rib tin look)		\$2,837.46
Trim out the two exterior doors to match the new wall		\$500.00
Construct a stud wall on the Locker Room Side to support the new ceiling		\$1,128.73
Two options for Ceiling Joists: (Both Capable to walk on)		
Option One: 9 1/2" TGI's on 19.2" centers	\$5,995.05	\$5,000.00
Option Two: 2x8 floor joists on 16" centers	\$4,698.38	
5 Ceiling Panel Options: (All waterproof materials)		
Option One: Textured & Painted OSB	\$5,387.26	
Option Two: Pro Rib Steel Panels	\$5,995.05	
Option Three: Corrugated Galv. Tin Panels (two styles regular & mini corrugation)	\$4,296.13	\$5,200.00

Option Four: Correggated PVC Panals	\$5,046.86
Option Five: Agrilte Greddo Panals	\$5,351.00
Option Six: Solid Aluminum Soffet Panals:	\$4,775.27
Insulate the Exterior Wall to R19:	\$1,266.85
Insulate the Ceiling to R25:	\$1,813.22
Install 2 Entrys into the area: One at East End & one at center of Arena	\$2,000.00
Electrical: Lights, switches and outlets:	\$2,000.00
Dump Fees:	\$500.00
Building Permit:	\$328.25
<b>TOTAL FOR PROJECT; ESTIMATED AT:</b>	<b>\$22,574.51</b>

**THIS IS AN ESTIMATE ONLY:** Meaning that final costs may vary from the above due to additional labor, materials, work requirements, project changes and other miscellaneous items incurred during construction. Labor costs will be charged at \$35/MHr. Plus the cost of additional materials.

This is a Blind Estimate: meaning that there may be repairs, renovation, replacement of items not listed above because they Can Not be Seen. Repairs, renovation & replacement of these items will be charged at a rate of \$35/ManHour plus cost of materials.

This is also only a repair project and there is **NO WARRANTY** on the existing structure beyond the repairs.

**NOTE:** We use large equipment such as a Dump Trailer, Lift Truck, Tractor & other equipment to complete the work. The equipment may leave marks in the yard. Most marks will disappear in a month or two. We will fill in ones that won't. If the use of this equipment is not desired, then we may cancel the project as the use of this equipment enables us to complete the job in a timely manner efficiently and safely.

**NOTE:** The customer is reponsible for notifying the public that we will be working in your area. Construction work is a dirty business and Fredin Construction will not be reponsible for any damage that may be done to property while our crew is doing your work.

Owner agrees that all payments required under this Contract shall be due and payable within 30 days of date of invoice/statement. Owner further agrees that Fredin Construction may charge interest at the annual rate of eighteen percent (18%) on any sum due under this Contract which is not paid within 30 days of invoice/statement date. If payments are not made when due, interest, costs of incidental to collection and attorney's fees shall be added to the unpaid balance. Fredin Construction reserves the right, without penalty from the Owner, to stop work on the project if Owner does not make payments to Fredin Construction when due.

This is Legal Notice that a Lien will be filed on your property within 120 days of completing work for all amounts due and unpaid. This will add to the costs due for the project.

This Proposal/Estimate/Contract may be withdrawn by Fredin Construction if not accepted within 30 days, or at anytime, subject to increases related to material prices as noted above.

State law (Minn. Stat. >32E.66) prohibits contractor from offering to pay a customer's insurance deductible or offering anything of value as an inducement to enter into a contract for home repairs that are to be paid for as a part of an insurance claim. Contractors who make such an offer are subject to public enforcement action by the Minnesota Department of Labor & Industry, including fines of up to \$10,000.00 per violation.

**Acceptance of Estimate:**

To accept the above Estimate: sign both copys of the Estimate and return one copy to Fredin Construction/Cabinetry. Work will start on an acceptable date to both partys. To not accept parts of the Estimate: cross out the parts NOT Wanted, initial and date. Those items will not be completed. If this project is to be financed through a lending institution; list the institution, address, contact person and telephone number to be reached at. By signing this Estimate you give Fredin Construction/ Cabinetry permission to discuss this project with that institution.

Signed: \_\_\_\_\_ & \_\_\_\_\_ Date: \_\_\_\_\_

Windom Arena -C/O Al Baloun

Signed:  Date: 9/3/15  
(Fredin Construction/Cabinetry)

Lender: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Town: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Information on Arena Construction Projects( Compressor and Concrete)**

Bond \$ \$ 1,109,638.55

**Subtractions**

Contract \$ (936,473.50)

Kick Plate \$ (3,000.00)

Demo Kick Plate \$ (1,000.00)

Engineering(Plan on reimbursing ourselves) \$ (75,000.00)

Ag Society \$ (8,100.00)

Geotek (Soil Borings for frost) \$ (3,212.50)

Legal- Ron S City Attourney \$ (1,500.00)

\$ 81,352.55

**Total Left from Project(Includes Contingency Amount)**

## ACTION ITEM



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

**TO:** Steve Nasby and the City Council  
**FROM:** Brian Cooley; Street and Parks Superintendent  
**DATE:** September 14, 2018  
**RE:** **2018 Homecoming Parade**  
**DEPT:** Street Department  
**CONTACT:** [Brian.Cooley@windimmn.com](mailto:Brian.Cooley@windimmn.com)

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### **Recommendations/Options/Action Requested**

I would like to recommend to the City Council take the following action regarding the parade route for 2018 Windom Schools Homecoming parade route and to approve the route in the following attachment mapping the route.

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### **Issue Summary/Background**

This is the same route as last year. The Street Department will provide and pick up the barricades and the school will place them in the street and take them down.

### **Fiscal Impact**

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None.

### **Attachments**

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1. The map and email from the school.



# RESOLUTION #2018-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

## A RESOLUTION ADOPTING PROPOSED PROPERTY TAX LEVY

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDOM, COTTONWOOD COUNTY, MINNESOTA, AS FOLLOWS:**

1. That the following sums of money are hereby proposed to be levied for the current year, collectible in 2019, upon the taxable property in said City of Windom for the following purposes:

Levy Purpose	Levy After all Aids and Reserves
General	
Special Revenue	
Capital Outlay	
Debt Service	
PERA Rate Increase	
LGA Recapture	
<b>TOTALS</b>	<b>\$2,033,484</b>

**BE IT FURTHER RESOLVED AS FOLLOWS:**

1. The City Administrator/Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Cottonwood County, Minnesota.

Adopted this 18<sup>th</sup> day of September, 2018.

---

Dominic Jones, Mayor

Attest:

---

Steven Nasby, City Administrator

# ACTION ITEM



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

**TO:** City Council  
**FROM:** Steve Nasby, City Administrator and Chelsie Carlson, Finance Director\Controller  
**DATE:** September 13, 2018  
**RE:** 2019 Budget Proposal and Preliminary Levy  
**DEPT:** Administration and Finance  
**CONTACT:** Steve Nasby: [snasby@windom-mn.com](mailto:snasby@windom-mn.com)

## Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Set the 2019 Preliminary Tax Levy for a not to exceed amount of 5.22%.

## Issue Summary/Background

### 2019 Budget Proposal

Attached for your reference are the preliminary budget data for 2019 (Exhibit A). The 2019 budget numbers are based upon budget adjustments in operational costs for salaries/benefits, goods & services and expectations for contracted items (e.g. property and casualty insurance, workers compensation, billing, etc.). No additions are included for increasing the number of positions. As a service industry, costs for personnel are the City's highest percentage of the budget. This budget is crafted based upon the terms of both union labor agreements; however, health insurance was quoted as 19% higher for 2019. The labor unions and City Personnel Committee will be meeting to take action on addressing these health cost increases. Local Government Aid (LGA) only went up by \$1,782, but increases in State aid to Police and Fire will help off-set some budget increases.

### Budget for Capital Improvements Plan (CIP)

Attached is the CIP Summary by Department (Exhibit B). A detailed listing will be provided for the October 2<sup>nd</sup> budget work session as it provides additional detail and shows the anticipated funding sources for the projects. The budgeted amount for 2019 expenditure is \$227,850.

### Preliminary Tax Levy Range

The proposed budget for 2019 includes a tax levy increase of 3.8% for operations, status quo capital expenditures and obligated debt service.

The City Council has also discussed priority capital projects consisting of completing the purchase of a new street sweeper and the demolition of hazardous structures. Currently, there is \$90,000 in the CIP fund for the street sweeper and about \$95,000 is needed in 2019. In 2018 \$10,000 was committed for a demolition of a dilapidated residential structure and an order for removal of a hazardous building was approved. The hazardous building could revert back to the City to remove in 2019 at a cost of \$15,000.

New debt service includes the funds needed for repayment on the bond for the Arena Ice System Project, which is \$77,615 in 2019. Exhibit C shows the Debt Service Levy requirements for the next five years.

The City Council needs to set the preliminary property tax levy by September 30, 2018. **Staff's recommendation is for the City Council to set a 5.22% preliminary levy to allow the City Council some flexibility in the budget discussions.** The final property tax levy can always go down, but not up, from the preliminary levy.

#### 5 Year Budget Projection

Based on the 2019 budget proposal a five year projection shows the property tax changes needed to maintain the provision of services and accommodate existing debt service is shown on Exhibit D.

#### General Fund Reserve

The City Council requested a table showing the General Fund Reserve and the various levels of available funds depending on the City Council adopted range of 35-60%. Exhibit E shows this information along with the previously committed expenditures.

#### **Fiscal Impact**

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The City tax impact to a \$100,000 tax-valued residential unit is estimated at \$33 per year at 5.22% levy increase and \$70 for each \$100,000 of commercial value.

#### **Attachments**

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1. 2019 Proposed Summary Budget and Worksheets

**BUDGET  
CITY OF WINDOM  
2019 BUDGET YEAR**

**EXHIBIT A**

**REVENUE BUDGET**

	<u>2019</u>	<u>2018</u>	<u>Change</u>
<b><u>General Fund</u></b>			
Local Government Aid	\$ 1,483,442	\$ 1,481,660	0.12%
Small Cities Assistance	\$ -	\$ 36,044	-100.00%
Fees, Fines and Permits	\$ 504,401	\$ 466,530	8.12%
Transfers from Enterprise	\$ 245,000	\$ 245,000	0.00%
Tax Levy (Operations)	\$ 411,709	\$ 366,397	12.37%
Tax Levy (Capital Outlay)	\$ 212,850	\$ 250,290	-14.96%
Bonds (Capital Outlay)	\$ -	\$ -	0.00%
	<b>\$ 2,857,402</b>	<b>\$ 2,845,921</b>	<b>0.40%</b>
<b><u>Special Revenue/Levy Funds</u></b>			
User Fees	\$ 1,265,885	\$ 1,097,334	15.36%
Federal/State Aids	\$ 617,000	\$ 167,000	269.46%
Tax Levy (Operations)	\$ 760,954	\$ 643,046	18.34%
Tax Levy (Capital Outlay)	\$ 15,000	\$ 59,000	-74.58%
Grants/Donations (Capital Outlay)	\$ -	\$ 110,000	0.00%
Ambulance Reserve Funds (Capital Outlay)	\$ -	\$ -	0.00%
	<b>\$ 2,658,838</b>	<b>\$ 2,076,380</b>	<b>28.05%</b>
<b><u>Enterprise Funds</u></b>			
User Fees	\$ 14,237,817	\$ 13,971,356	1.91%
Special Assessments	\$ 5,117	\$ 7,185	-28.78%
	<b>\$ 14,242,934</b>	<b>\$ 13,978,541</b>	<b>1.89%</b>
<b><u>Debt Service</u></b>			
Special Assessments	\$ 134,116	\$ 161,498	-16.96%
Other Revenues	\$ 10,000	\$ 10,000	0.00%
Interfund Transfers for Debt Service	\$ 155,327	\$ 119,690	29.77%
Tax Levy - Bonded Projects	\$ 538,422	\$ 487,003	10.56%
Tax Levy - Intra-Fund Repayment	\$ 79,000	\$ 159,000	-50.31%
	<b>\$ 916,865</b>	<b>\$ 937,191</b>	<b>-2.17%</b>
<b><u>Special Projects</u></b>			
TIF Revenues & Revolving Loan Funds	\$ 1,315,732	\$ 772,696	70.28%
Dilapidated Housing Program	\$ 15,000	\$ 10,000	50.00%
	<b>\$ 1,330,732</b>	<b>\$ 782,696</b>	
<b>Grand Total</b>	<b>\$ 22,006,771</b>	<b>\$ 20,620,729</b>	<b>6.72%</b>

**BUDGET  
CITY OF WINDOM  
2019 BUDGET YEAR**

**EXPENSE BUDGET**

	<u>2019</u>	<u>2018</u>	<u>Change</u>
<b><u>General Fund</u></b>			
Operational Expenses	\$ 2,616,517	\$ 2,569,961	1.81%
Capital Outlay	\$ 212,850	\$ 250,290	-14.96%
Transfers for Fire Truck	\$ 28,035	\$ 25,670	9.21%
	<b>\$ 2,857,402</b>	<b>\$ 2,845,921</b>	<b>0.40%</b>
<b><u>Special Revenue/Levy Funds</u></b>			
Operational Expenses	\$ 1,744,146	\$ 1,619,353	7.71%
Capital Outlay	\$ 850,000	\$ 429,000	98.14%
Debt Service	\$ 130,722	\$ 40,300	224.37%
Depreciation	\$ 75,000	\$ 75,000	0.00%
	<b>\$ 2,799,868</b>	<b>\$ 2,163,653</b>	<b>29.40%</b>
<b><u>Enterprise Funds</u></b>			
Operational Expenses	\$ 10,738,641	\$ 10,635,797	0.97%
Capital Outlay	\$ 625,000	\$ 646,000	-3.25%
Debt Service	\$ 1,626,920	\$ 1,479,135	9.99%
Transfers	\$ 300,000	\$ 300,000	0.00%
Depreciation	\$ 1,704,270	\$ 1,606,000	6.12%
	<b>\$ 14,994,831</b>	<b>\$ 14,666,932</b>	<b>2.24%</b>
<b><u>Debt Service</u></b>			
Bond/Loan Payments & Fees	\$ 856,261	\$ 766,194	11.76%
Tax Levy - Intra-Fund Repayment	\$ 79,000	\$ 109,000	-27.52%
	<b>\$ 935,261</b>	<b>\$ 875,194</b>	<b>6.86%</b>
<b><u>Special Projects</u></b>			
TIF Funds & Revolving Loan Funds	\$ 856,289	\$ 608,176	40.80%
Dilapidated Housing Program	\$ 15,000	\$ 10,000	0.00%
	<b>\$ 871,289</b>	<b>\$ 618,176</b>	<b>40.95%</b>
<b>Grand Total</b>	<b>\$ 22,458,651</b>	<b>\$ 21,169,875</b>	<b>6.09%</b>

**BUDGET  
CITY OF WINDOM  
2019 BUDGET YEAR  
SPECIAL PROJECTS**

(Tax Increment Finance, Revolving Loan Funds and Other)

<u>Name</u>	<u>Revenue</u>	<u>Expense</u>
407 Dilapidated Housing Program	\$ 15,000	\$ 15,000
256 River Bluff Estates Revolving Loan	\$ -	\$ -
252 Small Cities Development Program	\$ -	\$ 400
254 North Industrial Park Project	\$ 42,723	\$ 37,360
253 RiverBluff Estates	\$ 7,000	\$ 2,100
251 RBEG\Remick Revolving Loan	\$ 201,000	\$ 200,000
651 Riverbluff Townhomes	\$ -	\$ -
1-8 Downtown TIF (265)	\$ -	\$ -
1-10 Runnings TIF (266)	\$ 43,206	\$ 41,334
1-12 Prime Pork, LLC. TIF (268)	\$ 410,758	\$ 379,682
1-13 River Bluff TIF (260)	\$ 32,386	\$ 6,000
1-14 Spec Building II TIF (269)	\$ -	\$ -
1-15 Fulda Area Credit Union TIF (275)	\$ 28,883	\$ 21,655
1-16 GDF District TIF (270)	\$ 13,349	\$ 12,516
1-17 NWIP TIF (273)	\$ -	\$ 20,760
1-18 AG Builders TIF (271)	\$ 13,017	\$ 12,338
1-19 NWIP II TIF (274)	\$ 487,366	\$ 84,428
1-20 New Vision TIF (276)	\$ 36,044	\$ 35,165
1-21 Tibodeau's Center (261)	\$ -	\$ 2,551
<b>TOTAL</b>	<b>\$ 1,330,732</b>	<b>\$ 871,289</b>
	-	-

**BUDGET  
CITY OF WINDOM  
2019 BUDGET YEAR**

**ENTERPRISE FUNDS**

**Telecom**

	<u>2019</u>	<u>2018</u>	<u>Change</u>
+ Revenue	\$ 2,826,630	\$ 3,178,660	-11.07%
+ Special Assessments	\$ -	\$ -	0.00%
+ Reserves	\$ -	\$ -	0.00%
- Expenses	\$ (2,494,648)	\$ (2,478,400)	0.66%
- Capital Outlay	\$ (70,000)	\$ (121,000)	-42.15%
- Debt Service	\$ (893,306)	\$ (817,710)	9.24%
- Transfer to General	\$ -	\$ -	0.00%
+ Depreciation	\$ 342,050	\$ 332,050	3.01%
Cash Flow	<b>\$ (289,275)</b>	<b>\$ 93,600</b>	

**Water**

+ Revenue	\$ 1,257,500	\$ 1,107,500	13.54%
+ Special Assessments	\$ 2,079	\$ 3,116	-33.28%
+ Reserves	\$ -	\$ -	0.00%
- Expenses	\$ (1,046,535)	\$ (992,480)	5.45%
- Capital Outlay	\$ (45,000)	\$ (30,000)	50.00%
- Debt Service	\$ (346,488)	\$ (296,320)	16.93%
- Transfer to General	\$ -	\$ -	0.00%
+ Depreciation	\$ 425,000	\$ 384,730	10.47%
Cash Flow	<b>\$ 246,556</b>	<b>\$ 176,546</b>	

**Sewer**

+ Revenue	\$ 1,912,541	\$ 1,556,300	22.89%
+ Special Assessments	\$ 3,038	\$ 4,069	-25.34%
+ Reserves	\$ -	\$ -	0.00%
- Expenses	\$ (1,309,418)	\$ (1,251,770)	4.61%
- Capital Outlay	\$ (55,000)	\$ (40,000)	37.50%
- Debt Service	\$ (387,125)	\$ (365,105)	6.03%
- Transfer to General	\$ -	\$ -	0.00%
+ Depreciation	\$ 387,220	\$ 361,220	7.20%
Cash Flow	<b>\$ 551,256</b>	<b>\$ 284,714</b>	

**Electric**

+ Revenue	\$ 6,325,396	\$ 6,290,896	0.55%
+ Special Assessments	\$ -	\$ -	0.00%
+ Reserves	\$ -	\$ -	0.00%
- Expenses	\$ (5,794,588)	\$ (5,789,197)	0.09%
- Capital Outlay	\$ (450,000)	\$ (450,000)	0.00%
- Debt Service	\$ -	\$ -	0.00%
- Transfer to General	\$ (200,000)	\$ (200,000)	0.00%
+ Depreciation	\$ 525,000	\$ 506,000	0.00%
Cash Flow	<b>\$ 405,808</b>	<b>\$ 357,699</b>	

**Liquor**

+ Revenue	\$ 1,915,750	\$ 1,838,000	4.23%
+ Special Assessments	\$ -	\$ -	0.00%
+ Reserves	\$ -	\$ -	0.00%
- Expenses	\$ (1,797,722)	\$ (1,729,950)	3.92%
- Capital Outlay	\$ (5,000)	\$ (5,000)	0.00%
- Debt Service	\$ -	\$ -	0.00%
- Transfer to General	\$ (100,000)	\$ (100,000)	0.00%
+ Depreciation	\$ 25,000	\$ 22,000	0.00%
Cash Flow	<b>\$ 38,028</b>	<b>\$ 25,050</b>	

**BUDGET  
CITY OF WINDOM  
2019 BUDGET YEAR**

**SPECIAL REVENUE/LEVY FUNDS**

	<u>2019</u>	<u>2018</u>	<u>Change</u>
<b><u>Library</u></b>			
+ Tax Levy	\$ 194,992	\$ 193,630	0.70%
+ Other Revenue	\$ 20,000	\$ 91,850	-78.23%
+ Reserves	\$ -	\$ 40,000	0.00%
- Expenses	\$ (209,992)	\$ (206,480)	1.70%
- Capital Outlay	\$ (5,000)	\$ (119,000)	-95.80%
- Debt Service	\$ -	\$ -	
	\$ -	\$ -	
<b><u>Airport</u></b>			
+ Tax Levy	\$ 10,000	\$ 15,000	-33.33%
+ Federal State Grants/Aids	\$ 617,000	\$ -	0.00%
+ Other Revenue	\$ 105,750	\$ 267,750	-60.50%
- Expenses	\$ (116,639)	\$ (100,313)	16.28%
- Capital Outlay	\$ (600,000)	\$ (175,000)	242.86%
- Debt Service	\$ -	\$ -	
	\$ 16,111	\$ 7,438	
<b><u>Pool</u></b>			
+ Tax Levy	\$ 72,694	\$ 60,825	19.51%
+ Other Revenue	\$ 47,800	\$ 48,800	-2.05%
+ Reserves	\$ -	\$ -	0.00%
- Expenses	\$ (120,494)	\$ (109,625)	9.91%
- Capital Outlay	\$ -	\$ -	0.00%
- Debt Service	\$ -	\$ -	
	\$ -	\$ -	
<b><u>Ambulance</u></b>			
+ Tax Levy	\$ -	\$ -	0.00%
+ Other Revenue	\$ 628,500	\$ 512,100	22.73%
+ Reserves	\$ 35,641	\$ -	0.00%
- Expenses	\$ (429,141)	\$ (352,810)	21.64%
- Capital Outlay	\$ (235,000)	\$ (100,000)	0.00%
- Debt Service	\$ -	\$ -	
	\$ -	\$ 59,290	
<b><u>EDA</u></b>			
+ Tax Levy	\$ 58,659	\$ 55,536	5.62%
+ Other Revenue	\$ 152,925	\$ 149,514	2.28%
+ Reserves	\$ -	\$ -	
+ Interfund Loan Receipts	\$ 39,000	\$ 39,000	0.00%
- Expenses	\$ (210,284)	\$ (203,750)	3.21%
+ Non Cash Exp	\$ -	\$ -	0.00%
- Capital Outlay	\$ -	\$ -	0.00%
- Debt Service	\$ (40,300)	\$ (40,300)	0.00%
	\$ -	\$ -	
<b><u>Arena</u></b>			
+ Tax Levy	\$ 209,904	\$ 212,925	-1.42%
+ Other Revenue	\$ 217,840	\$ 107,225	103.16%
+ Reserves	\$ -	\$ -	0.00%
- Expenses	\$ (357,321)	\$ (340,150)	5.05%
- Capital Outlay	\$ -	\$ -	#DIV/0!
- Debt Service	\$ (90,422)	\$ -	0.00%
+ Depreciation	\$ 20,000	\$ 20,000	
	\$ -	\$ -	
<b><u>Multi-Purpose</u></b>			
+ Tax Levy	\$ 229,705	\$ 274,130	-16.21%
+ Other Revenue	\$ 93,070	\$ 87,095	6.86%
+ Reserves	\$ 7,500	\$ -	0.00%
- Expenses	\$ (375,275)	\$ (381,225)	-1.56%
- Capital Outlay	\$ (10,000)	\$ (35,000)	-71.43%
- Debt Service	\$ -	\$ -	0.00%
+ Depreciation	\$ 55,000	\$ 55,000	0.00%
	\$ -	\$ -	
<b>Total Levy</b>	\$ 775,954	\$ 812,046	-4.44%

**2019 Budget Draft**

<u>Operations</u>	<u>Requested</u>	<u>Funded</u>
General Fund Operations	\$ 411,709	\$ 411,709
Special Revenue Fund Operations	\$ 760,954	\$ 760,954
<b>Capital Items</b>		
<b>GENERAL FUND</b>		
Hazardous Property 14 24th Street	\$ 12,850	\$ 12,850
Building & Zoning - Computer Replacement		\$ 15,000
Building & Zoning - Dilapidated Housing Program		\$ 200,000
Capital Purchases		
Street - Equipment Fund Reserve		
Street - Pick-up Replacement Unit 40-005		
Street - Street Sweeper		
Street - Skid Loader Replacement		
Parks - Restroom Upgrades\Renovation		
Parks - Unit 70 Pick-up Replacement		
Police - IT Automatic Download		
Police - Computers (4 computers)		
Street Hwy 60 Corridor Study w\ MN DOT		
Tennis Courts		
<b>SPECIAL REVENUE FUNDS</b>		
Arena - Ice System Replacement Project		
Community Center - Meeting Room Improvements		
Community Center - Equipment & Mechanical Systems		
Community Center - Stage Replacement		
Community Center - Outdoor Grounds		
Library - Bathroom Remodeling Project		
Library - Computer Replacement		
Recreation - Software Upgrade		
Airport - Master Plan (City 5% Share)		
Airport - Mower (City 30% Share)		
Airport - T-Hanger Additions		
Multiple Departments - Server and Network Upgrade	\$ 6,000	\$ -
Subtotal	\$ 12,850	\$ 227,850
Use of GO Equipment Bond Proceeds		\$ -
<b>Tax Levy For Operations and New Capital Items</b>		<b>\$ 1,400,513</b>

<u>Total Levy</u>	
Debt Service	\$ 617,421
Capital - General Fund Account	\$ 227,850
Capital - Special Revenue Fund Account	\$ -
Capital - Multiple Departments	\$ -
Tax Levy Abatement	\$ 15,550
Tax Levy Subject to Levy Limit	\$ 1,172,663
	<b>\$ 2,033,484</b>
	<b>LEVY 5.22% CHANGE</b>

General Fund Operations	\$ 411,709
General Fund Capital	\$ 227,850
Special Revenue Fund Operations	\$ 760,954
Special Revenue Fund Capital	\$ -
Multiple Departments - Capital	\$ -
Tax Abatement	\$ 15,550
Debt Service	\$ 617,421
Use of General Fund Reserve	\$ -
Capital - General Fund Account	\$ -
Capital - Special Revenue Fund Account	\$ -
<b>Proposed Tax Levy</b>	<b>\$ 2,033,484</b>
<b>Change in Tax Levy for 2017</b>	<b>5.32%</b>

\$ -

City of Windom, Minnesota  
*City of Windom -- Capital Improvement Plan*  
 2019 thru 2023

**EXHIBIT B**

**PROJECTS BY DEPARTMENT**

Department	Project #	Priority	2019	2020	2021	2022	2023	Total
<b>Administration</b>								
Computer Replacement	ADMIN 002	1	3,000	3,000				6,000
<b>Administration Total</b>			<b>3,000</b>	<b>3,000</b>				<b>6,000</b>
<b>Airport</b>								
Instrument Landing Equipment	AIRPORT 005	1				250,000		250,000
Crosswind Runway Design	AIRPORT 007	3				150,000		150,000
Crosswind Runway Land Acquisition	AIRPORT 008	2				600,000		600,000
Runway Extension Environmental Reivew	AIRPORT 011	1					75,000	75,000
Crosswind Runway Construction	AIRPORT 012	4					2,000,000	2,000,000
Hanger Addition to Existing Buildings	AIRPORT 013	1	391,000					391,000
New 4 Bay Hanger	AIRPORT 014	1		750,000				750,000
Unit 46A Replacement	AIRPORT 015	1				130,000		130,000
<b>Airport Total</b>			<b>391,000</b>	<b>750,000</b>		<b>1,130,000</b>	<b>2,075,000</b>	<b>4,346,000</b>
<b>Ambulance</b>								
Unit 29 - Ambulance Replacement	AMB 003	1		235,000				235,000
Unit 27 - Ambulance Replacement	AMB 005	1				235,000		235,000
Radio & Pager Equipment	AMB 006	1		125,000				125,000
Unit 28 - Ambulance Replacement	AMB 007	1					250,000	250,000
<b>Ambulance Total</b>				<b>360,000</b>		<b>235,000</b>	<b>250,000</b>	<b>845,000</b>
<b>Arena</b>								
Roof Repair/Rehabilitation	ARENA 009	1		160,000				160,000
Parking Lot Rehabilitation	ARENA 010	2	65,000					65,000
Livestock Building\Riding Rink	ARENA 011	3			200,000			200,000
<b>Arena Total</b>			<b>65,000</b>	<b>160,000</b>	<b>200,000</b>			<b>425,000</b>
<b>Building\Zoning</b>								
Computer Replacement	BUILD 003	1	1,800					1,800
Color Copier Replacement	BUILD 004	1		7,000				7,000
Dilapidated Housing Demolition Program	BUILD 005	2	30,000	30,000	30,000	30,000	30,000	150,000
<b>Building\Zoning Total</b>			<b>31,800</b>	<b>37,000</b>	<b>30,000</b>	<b>30,000</b>	<b>30,000</b>	<b>158,800</b>
<b>City Hall</b>								
Window Replacement	CH 001	2		20,000				20,000
Tuckpointing and Foundation Repair	CH 008	2		100,000				100,000
EDA\Building Office Windows	CH 010	2		7,500				7,500
Roof Replacement	CH 011	1	20,000					20,000
<b>City Hall Total</b>			<b>20,000</b>	<b>127,500</b>				<b>147,500</b>

Department	Project #	Priority	2019	2020	2021	2022	2023	Total
<b>Community Center</b>								
Meeting Room Maintenance/Improvements	COMM 001	2		10,000	20,000			30,000
Dance Floor Replacement	COMM 002	3		14,800				14,800
Sound System	COMM 003	3			60,000			60,000
Stage	COMM 006	3	8,500					8,500
Equipment Replacement/Upgrades	COMM 007	1	15,000	15,000				30,000
Mechanical Systems	COMM 009	1	30,000	30,000				60,000
Roof Replacement	COMM 010	1		85,000				85,000
Garage Doors w/ Openers	COMM 011	2	9,800					9,800
Gym Renovation	COMM 012	2				85,000		85,000
Outdoor - Grounds and Equipment	COMM 014	2	4,000	4,000	4,000	4,000		16,000
<b>Community Center Total</b>			<b>67,300</b>	<b>158,800</b>	<b>84,000</b>	<b>89,000</b>		<b>399,100</b>
<b>EDA</b>								
NWIP South 80 Addition	EDA 003	1	25,000	275,000	50,000	50,000	50,000	450,000
Prairie Meadow Subdivision	EDA 004	1		210,000				210,000
East Highway 60 Development	EDA 006	2	2,111,000					2,111,000
Cottonwood Lake Site Reclamation	EDA 007	2			2,068,000			2,068,000
<b>EDA Total</b>			<b>2,136,000</b>	<b>485,000</b>	<b>2,118,000</b>	<b>50,000</b>	<b>50,000</b>	<b>4,839,000</b>
<b>Electric</b>								
Distribution System Upgrades	ELE 001	1	300,000	330,000	330,000	330,000		1,290,000
Skid Loader Replacement	ELE 002	2			50,000			50,000
Misc Equipment - Unidentified	ELE 004	3	40,000	40,000	40,000	40,000		160,000
Unit 30 Replacement	ELE 014	1	40,000					40,000
Generation	ELE 016	1		110,000	3,500,000			3,610,000
CAT Radiator Maintenance	ELE 017	1	50,000					50,000
Replace Unit 362	ELE 018	2		44,000				44,000
Line Truck	ELE 019	2		60,000				60,000
Power House Heat	ELE 020	1	10,000					10,000
Transmission Study	ELE 021	2	50,000					50,000
McGraw Tap Changer	ELE 022	1	30,000					30,000
<b>Electric Total</b>			<b>520,000</b>	<b>584,000</b>	<b>3,920,000</b>	<b>370,000</b>		<b>5,394,000</b>
<b>Fire</b>								
Rural Engine/Pumper Truck - Unit 21	FIRE 003	1			450,000			450,000
First Response Truck - Unit 24	FIRE 005	3				250,000		250,000
City Engine/Pumper - Unit 23	FIRE 006	1	450,000					450,000
Radio Replacement	FIRE 007	1	40,000					40,000
Turn Out Gear	FIRE 008	1	18,000					18,000
<b>Fire Total</b>			<b>508,000</b>		<b>450,000</b>	<b>250,000</b>		<b>1,208,000</b>
<b>Library</b>								
Computer Replacement	LIB 007	1		2,000				2,000
Library Remodel Project	LIB 008	2	20,000	20,000	20,000	20,000		80,000
<b>Library Total</b>			<b>20,000</b>	<b>22,000</b>	<b>20,000</b>	<b>20,000</b>		<b>82,000</b>
<b>Liquor</b>								
New Store	LIQUOR 014	3		2,000,000				2,000,000
Computer Replacement	LIQUOR 015	1					2,000	2,000
Equipment Replacement Fund	LIQUOR 016	1	5,000	5,000	5,000	5,000		20,000

Department	Project #	Priority	2019	2020	2021	2022	2023	Total
<b>Liquor Total</b>			<b>5,000</b>	<b>2,005,000</b>	<b>5,000</b>	<b>5,000</b>	<b>2,000</b>	<b>2,022,000</b>
<b>Multiple Depts</b>								
City-wide Network & Server Upgrades	MULTI 003	1	6,000	6,000	6,000	6,000		24,000
<b>Multiple Depts Total</b>			<b>6,000</b>	<b>6,000</b>	<b>6,000</b>	<b>6,000</b>		<b>24,000</b>
<b>Parks</b>								
Park Restroom Improvements	PARK 001	2	35,000					35,000
Windom Rec Area - Lighting	PARK 005	4		160,300				160,300
Windom Rec Area - Parking Lot & Trail Improvements	PARK 006	4			60,000			60,000
Toro Groundskeeper Mower (328D)	PARK 010	1	25,000					25,000
Unit 70 Pick-up Truck	PARK 011	2			32,000			32,000
Playground Equipment Replacement Fund	PARK 014	3	10,000	10,000	10,000	10,000		40,000
Dog Park	PARK 017	5	1,000					1,000
Tennis Court Construction	PARK 018	2	230,000					230,000
New Island Park Comfort Station	PARK 019	1	183,000					183,000
<b>Parks Total</b>			<b>484,000</b>	<b>170,300</b>	<b>102,000</b>	<b>10,000</b>		<b>766,300</b>
<b>Police</b>								
SUV Replacement	POLICE 005	3			35,000			35,000
<b>Police Total</b>					<b>35,000</b>			<b>35,000</b>
<b>Pool</b>								
Renovated Pool	POOL 003	3		2,500,000				2,500,000
<b>Pool Total</b>				<b>2,500,000</b>				<b>2,500,000</b>
<b>Streets</b>								
2020 Street Project	STR 003	1		2,500,000				2,500,000
Equipment Fund Reserve	STR 005	2	50,000	50,000	50,000	50,000		200,000
Pick-up Replacement (Unit 40-05)	STR 009	1	36,000					36,000
2.5 Ton Dump Trucks (Units 42-04; 43-04 and 44-04)	STR 010	1			260,000	130,000		390,000
Street Sweeper Replacement	STR 011	1	184,500					184,500
Insect Sprayer Replacement	STR 012	2				12,000		12,000
Loader Unit & Attachments	STR 015	1	29,000	29,000	29,000	0	0	87,000
2023 Street Project	STR 019	3					2,000,000	2,000,000
Grader Replacement	STR 021	2	30,000	30,000	30,000			90,000
Skid Loader Replacement	STR 022	2	35,000					35,000
Traffic Signal Lights	STR 025	1	500,000	250,000				750,000
<b>Streets Total</b>			<b>864,500</b>	<b>2,859,000</b>	<b>369,000</b>	<b>192,000</b>	<b>2,000,000</b>	<b>6,284,500</b>
<b>Telecom</b>								
Vehicle Replacement	TEL 015	1	26,000					26,000
System Expansion - Co Road 13	TEL 021	2		35,000				35,000
Jeffers Expansion	TEL 023	3			900,000			900,000
Cottonwood Co Fiber Transport Network	TEL 024	2		500,000				500,000
Fiber Puller	TEL 026	2	6,000					6,000
Cisco 15454 Replacement - OC3 Transport	TEL 027	1	15,000					15,000
Spam Server Replacement	TEL 028	2		7,500				7,500
Transport Project - CO Fiver Trunk South	TEL 029	1		35,000				35,000
Transport Project - CO Fiber Trunk North	TEL 030	1	16,000					16,000
Fiber Optic OTDR	TEL 031	1	7,500					7,500

Department	Project #	Priority	2019	2020	2021	2022	2023	Total
Mt. Lake Expansion	TEL 032	3				2,500,000		2,500,000
Comfrey Expansion	TEL 033	3					1,500,000	1,500,000
<b>Telecom Total</b>			<b>70,500</b>	<b>577,500</b>	<b>900,000</b>	<b>2,500,000</b>	<b>1,500,000</b>	<b>5,548,000</b>
<b>Wastewater</b>								
General Plant Improvement/Maintenance	SEWER 001	2	5,000	5,000	5,000			15,000
Treatment Plant Upgrade	SEWER 002	1	18,900,000					18,900,000
Jetter Truck Replacement	SEWER 005	1		100,000				100,000
General Equipment	SEWER 006	3	20,000	20,000				40,000
Interceptor/Collection System Improvements	SEWER 007	1	10,000	10,000	10,000			30,000
Unit #60 Replacent - 1/2 Ton Pick-up Truck	SEWER 009	2	15,000					15,000
Lift Station Improvements	SEWER 010	1	5,000	5,000	5,000			15,000
<b>Wastewater Total</b>			<b>18,955,000</b>	<b>140,000</b>	<b>20,000</b>			<b>19,115,000</b>
<b>Water</b>								
Wells and Well Site	WATER 001	1	5,000	5,000	5,000			15,000
Pumping Equipment	WATER 002	1	5,000	5,000	5,000	5,000	5,000	25,000
Filter Plant Improvements	WATER 004	1	10,000	10,000				20,000
Water Main Improvements	WATER 005	1	5,000	5,000	5,000			15,000
Unit 60 Vehicle Replacement 1/2 Ton Pick-up Truck	WATER 006	3	15,000					15,000
Hydrants	WATER 008	2	5,000	5,000	5,000			15,000
Mower Replacement	WATER 011	3		15,000				15,000
<b>Water Total</b>			<b>45,000</b>	<b>45,000</b>	<b>20,000</b>	<b>5,000</b>	<b>5,000</b>	<b>120,000</b>
<b>GRAND TOTAL</b>			<b>24,192,100</b>	<b>10,990,100</b>	<b>8,279,000</b>	<b>4,892,000</b>	<b>5,912,000</b>	<b>54,265,200</b>

**EXHIBIT C**

**BUDGET  
CITY OF WINDOM  
2019 BUDGET YEAR**

<u>Debt Service Levy</u>	<u>2019</u> Levy	<u>2020</u> Levy	<u>2021</u> Levy	<u>2022</u> Levy	<u>2023</u> Levy
402 Capital - ESF Loan	\$ 68,652	\$ 68,392	\$ 68,076	\$ 68,691	\$ 68,235
401 Street Shop - Loader & Grader Interfund Payment	\$ 79,000	\$ 29,000	\$ 29,000	\$ 15,798	\$ -
*401 Ice System Replacement Project	\$ 77,615	\$ 76,659	\$ 80,649	\$ 79,232	\$ 77,814
301 2003 Street Project (2011B Refi)	\$ -	\$ -	\$ -	\$ -	\$ -
302 2005 Street Project (2012A Refi)	\$ 47,884	\$ 45,069	\$ 34,294	\$ 35,880	\$ 6,328
303 2007 Street Project (2012A Refi)	\$ 84,315	\$ 79,737	\$ 55,215	\$ 57,465	\$ -
305 2009 Street Project	\$ 55,170	\$ 51,020	\$ 48,605	\$ 50,627	\$ 53,462
306 2013 Street Project	\$ 93,338	\$ 97,328	\$ 95,963	\$ 94,598	\$ 93,233
307 2017 Street Project	\$ 81,778	\$ 83,248	\$ 84,561	\$ 85,716	\$ 81,463
406 2013 Equip Bond - Fire Truck & SCBA	\$ 29,670	\$ 29,402	\$ 27,722	\$ 27,278	\$ 27,642
<b>Total</b>	<b>\$ 617,421</b>	<b>\$ 559,856</b>	<b>\$ 524,085</b>	<b>\$ 515,285</b>	<b>\$ 408,178</b>
	\$ (28,582)	\$ (57,566)	\$ (35,771)	\$ (8,800)	\$ (107,107)

\*Anticipated. 2018 funds committed by City Council.

Future year expenditures based upon estimated debt service requirements

# EXHIBIT D

## BUDGET CITY OF WINDOM 2019 BUDGET YEAR

	2019 Levy Uses	Percent Of Levy	2018 Levy Uses	Inc/Dec	2019 Levy Uses	2020 Levy Uses	2021 Levy Uses	2022 Levy Uses	2023 Levy Uses
General Fund Operational	\$ 411,709	20.25%	\$ 366,397	\$ 45,313	\$ 411,709	\$ 493,795	\$ 569,675	\$ 633,699	\$ 673,617
General Fund Capital	\$ 197,850	9.73%	\$ 250,290	\$ (52,440)	\$ 197,850	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Less: Use of General Fund Reserves	\$ -	0.00%	\$ (167,695)	\$ 167,695	\$ -	\$ -	\$ -	\$ -	\$ -
Dilapidated Housing Program	\$ 15,000	0.74%	\$ 10,000	\$ 5,000	\$ 15,000	\$ -	\$ -	\$ -	\$ -
Special Revenue Fund Operational	\$ 760,954	37.42%	\$ 753,046	\$ 7,908	\$ 760,954	\$ 782,129	\$ 817,825	\$ 832,742	\$ 865,328
Special Revenue Fund Capital	\$ 15,000	0.74%	\$ 59,000	\$ (44,000)	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
<b>Sub Total</b>	<b>\$ 1,400,513</b>		<b>\$ 1,271,038</b>	<b>\$ 129,475</b>	<b>\$ 1,400,513</b>	<b>\$ 1,490,924</b>	<b>\$ 1,602,501</b>	<b>\$ 1,681,442</b>	<b>\$ 1,753,945</b>
Tax Abatement	\$ 15,550	0.76%	\$ 15,550	\$ -	\$ 15,550	\$ 15,550	\$ 15,550	\$ 15,550	\$ 15,550
Plus Debt Service*	\$ 617,421	30.36%	\$ 646,003	\$ (28,582)	\$ 617,421	\$ 559,856	\$ 524,085	\$ 515,285	\$ 408,178
<b>Levy Total</b>	<b>\$ 2,033,484</b>	<b>100.00%</b>	<b>\$ 1,932,591</b>	<b>\$ 100,894</b>	<b>\$ 2,033,484</b>	<b>\$ 2,066,329</b>	<b>\$ 2,142,136</b>	<b>\$ 2,212,277</b>	<b>\$ 2,177,673</b>
					5.22%	1.62%	3.67%	3.27%	-1.56%

	2018 Levy Uses	Percent Of Levy
2018 Levy Total	\$ 1,932,591	95.04%
City Operation & Capital Levy Addition	\$ 100,894	5.22%
Use of Reserve Funds	\$ -	0.00%
2019 Levy Total	\$ 2,033,484	
<b>*Total Levy Increase</b>	<b>\$ 100,894</b>	<b>5.22%</b>

**General Fund Reserve Estimates**

		<u>Available Funds</u>
2019 Budgeted Expense	\$4,016,141.83	
69% 2017 Audited Reserve	\$2,170,771.00	54.05%
<b>Less: 2018 General Fund Commitments</b>		
2018 Budget Use of Reserve	\$ (167,695.00)	
Cemstone Reclamation Project	\$ (60,000.00) *	
Arena Ice System - Engineering	\$ (11,000.00) **	
Compression Braking Signs	\$ (5,000.00)	
SEH Floodplain Data Review (2019 Budget Advance)	\$ (13,000.00)	
	<u>\$ (256,695.00)</u>	
<b>Remaining General Fund Reserve</b>	<b>\$1,914,076.00</b>	<b>47.66%</b>
<b>35% Required Minimum</b>	<b>\$1,405,649.64</b>	<b>\$ 508,426.36</b>
<b>40% Reserve Amount</b>	<b>\$1,606,456.73</b>	<b>\$ 307,619.27</b>
<b>45% Reserve Amount</b>	<b>\$1,807,263.82</b>	<b>\$ 106,812.18</b>
<b>50% Reserve Amount</b>	<b>\$2,008,070.92</b>	<b>\$ (93,994.92)</b>
<b>60% Reserve Amount</b>	<b>\$2,409,685.10</b>	<b>\$ (495,609.10)</b>

\* \$100,000 Paid in 2017 for Cemstone Reclamation Project

\*\*\$59,047.51 Paid in 2017 for Arena Ice System Engineering. \$70,000 Committed; Possible reimbursement from project account

E Hwy 60 - TEDI Grant Match

\$ (300,000.00) Removed 03/20/18

## ACTION ITEM



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

**TO:** City Council  
**FROM:** Steve Nasby, City Administrator   
**DATE:** September 13, 2018  
**RE:** 2019 Budget Dates  
**DEPT:** Administration  
**CONTACT:** Steve Nasby: [Steve.Nasby@windommn.com](mailto:Steve.Nasby@windommn.com)

---

### **Recommendations/Options/Action Requested**

Staff recommends that the City Council take the following action:

1. Set December 4, 2018 as the 2019 budget presentation and public input meeting.
2. Set December 18, 2018 for adoption of the 2019 budget and final property tax levy.

### **Issue Summary/Background**

Dates for the 2019 budget public input meeting and budget/tax levy adoption must be established and sent to the County Auditor for inclusion in the October property tax statements. These meetings are traditionally part of the regularly scheduled City Council meetings in December. This year those dates are December 4 and December 18 respectively.

### **Fiscal Impact**

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None as this action is setting meeting dates.

### **Attachments**

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1. None.

# RESOLUTION #2018-

INTRODUCED:

SECONDED:

VOTED:     Aye:  
              Nay:  
              Absent:

**AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF  
TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT  
EXCLUDING LAND ACQUISITION**

---

**WHEREAS**, the City of Windom has received notification of the awarding of a grant by the Minnesota Department of Transportation for the purpose of airport improvements; and

**WHEREAS**, it is necessary that the City of Windom accept this grant and execute an Agreement with the Minnesota Department of Transportation concerning the terms of the grant.

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

1.     That the City of Windom hereby accepts the State of Minnesota Grant Agreement No. 1032047 entitled "Grant Agreement for Airport Improvement Excluding Land Acquisition" for State Project No. A1701-38 at the Windom Municipal Airport.
2.     The Mayor and City Administrator are hereby authorized to execute this agreement and any amendments on behalf of the City of Windom.

Adopted by the Council this 18th day of September, 2018.

\_\_\_\_\_  
Dominic Jones, Mayor

Attest: \_\_\_\_\_  
Steve Nasby, City Administrator

## CERTIFICATION

STATE OF MINNESOTA     :  
COUNTY OF COTTONWOOD:

I certify that the foregoing Resolution #2018- is a true and correct copy of the Resolution adopted by the Windom City Council at an authorized meeting held on the 18th day of September, 2018, as shown by the minutes of the meeting in my possession.

\_\_\_\_\_  
Steve Nasby, City Administrator

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**GRANT AGREEMENT FOR AIRPORT IMPROVEMENT  
 EXCLUDING LAND ACQUISITION**

This Agreement is by and between the State of Minnesota acting through its Commissioner of Transportation (“State”), and the **City of Windom** (“Recipient”).

**WHEREAS**, the Recipient desires the financial assistance of the State for an airport improvement project (“Project”) as described in Article 2 below; and

**WHEREAS**, the State is authorized by Minnesota Statutes Sections 360.015 (subdivisions 13 & 14) and 360.305 to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, or maintenance of airports and other air navigation facilities; and

**WHEREAS**, the Recipient has provided the State with the plans, specifications, and a detailed description of the airport improvement Project.

NOW, THEREFORE, it is agreed as follows:

1. This Agreement is effective upon execution by the Recipient and the State, and will remain in effect until **December 31, 2022**.
2. The following table provides a description of the Project and shows a cost participation breakdown for each item of work:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Local Share</u>
Hanger and Taxi Lane Design (Schedule A)	90%	5%	5%
Hanger and Taxi Lane Design (Schedule B)	0%	75%	25%
City Administration	90%	5%	5%

3. The Project costs will not exceed **\$ 60,000.00**. The proportionate shares of the Project costs are: Federal: Committed \$ **49,860.00**, Multi-Year Amount: **\$ 0.00**; State: **\$ 6,220.00**, and Recipient: **\$ 3,920.00**. This project is not estimated to be completed this fiscal year and the federal multiyear amount is an estimate only. These additional funds are not committed by the state and are only available after being made so by the U.S. government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for this Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No funds are committed under this Agreement until they are encumbered by the State. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Recipient has complied with all terms of this Agreement, and furnished all necessary records.
4. The Recipient will designate a registered engineer (the “Project Engineer”) to oversee the Project work. If, with the State’s approval, the Recipient elects not to have such services performed by a registered engineer, then the Recipient will designate another responsible person to oversee such work, and any references herein to the “Project Engineer” will apply to such responsible person.
5. The Recipient will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State’s Office of Aeronautics and are incorporated into this Agreement by reference. Any changes in the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Recipient, the Project Engineer, and the contractor. Change orders must be submitted to the State. Subject to the availability of funds the State may prepare an amendment to this Agreement to reimburse the Recipient for the allowable costs of qualifying change orders.
6. The Recipient will make payments to its contractor on a work-progress basis. The Recipient will submit requests for reimbursement of certified costs to the State on state-approved forms. The State will reimburse the Recipient for the state and federal shares of the approved Project costs.
  - a. At regular intervals, the Recipient or the Project Engineer will prepare a partial estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). Partial estimates must be completed no

later than one month after the work covered by the estimate is completed. The Project Engineer and the contractor must certify that each partial estimate is true and correct, and that the costs have not been included on a previous estimate.

- b. Following certification of the partial estimate, the Recipient will make partial payments to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).
  - c. Following certification of the partial estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A copy of the partial estimate must be included with the Recipient's request for payment. Reimbursement requests and partial estimates should not be submitted if they cover a period in which there was no progress on the Project.
  - d. Upon completion of the Project(s), the Recipient will prepare a final estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). The final estimate must be certified by the Recipient, Project Engineer and the contractor.
  - e. Following certification of the final estimate, the Recipient will make final payment to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).
  - f. Following certification of the final estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A request for final payment must be submitted to the State along with those project records required by the State.
7. For a Project which involves the purchase of equipment, the Recipient will be reimbursed by the State in one lump sum after the Recipient: (1) has acquired both possession and unencumbered title to the equipment; and (2) has presented proof of payment to the State, and (3) a certificate that the equipment is not defective and is in good working order. The Recipient will keep such equipment, properly stored, in good repair, and will not use the equipment for any purpose other than airport operations.
  8. If the Project involves force-account work or project donations, the Recipient must obtain the written approval of the State and Federal Aviation Administration (FAA). Force-account work performed or project donations received without written approval by the State will not be reimbursed under this Agreement. Force-account work must be done in accordance with the schedule of prices and terms established by the Recipient and approved by the State.
  9. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (g) (1), the Recipient will operate its airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Recipient receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. The Recipient will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property, which is purchased or improved with State aid funds without prior written approval from the State. If the State approves such transfer or change in use, the Recipient must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.
  10. This Agreement may be terminated by the Recipient or State at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the Recipient as set forth in this Agreement. In the event of such a termination, the Recipient will be entitled to reimbursement for eligible expenses incurred for work satisfactorily performed on the Project up to the date of termination. The State may immediately terminate this Agreement if it does not receive sufficient funding from the Minnesota Legislature or other funding source, or such funding is not provided at a level sufficient to allow for the continuation of the work covered by this Agreement. In the event of such termination, the Recipient will be reimbursed for work satisfactorily performed up to the effective date of such termination to the extent that funds are available. In the event of any complete or partial state government shutdown due to a failure to have a budget approved at the required time, the State may suspend this Agreement, upon notice to the Recipient, until such government shutdown ends, and the Recipient assumes the risk of non-payment for work performed during such shutdown.
  11. Pursuant to Minnesota Rules 8800.2500, the Recipient certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Recipient has the legal authority to engage in the Project as proposed.
  12. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the Recipient will maintain such records and provide such information, at the request of the State, so as to permit the Department of Transportation, the Legislative Auditor, or the State

Auditor to examine those books, records, and accounting procedures and practices of the Recipient relevant to this Agreement for a minimum of six years after the expiration of this Agreement.

13. The Recipient will save, defend, and hold the State harmless from any claims, liabilities, or damages including, but not limited to, its costs and attorneys' fees arising out of the Project which is the subject of this Agreement.
14. The Recipient will not utilize any state or federal financial assistance received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Recipient from utilizing these funds to pay any party who might be disqualified or debarred after the Recipient's contract award on this Project.
15. All contracts for materials, supplies, or construction performed under this Agreement will comply with the equal employment opportunity requirements of Minnesota Statutes Section 181.59.
16. The amount of this Agreement is limited to the dollar amounts as defined in Article 3 above. Any cost incurred above the amount obligated by the State is done without any guarantee that these costs will be reimbursed in any way. A change to this Agreement will be effective only if it is reduced to writing and is executed by the same parties who executed this Agreement, or their successors in office.
17. For projects that include consultant services, the Recipient and its consultant will conduct the services in accordance with the work plan indicated in the Recipient's contract for consultant services, which shall be on file with the State's Office of Aeronautics. The work plan is incorporated into this Agreement by reference. The Recipient will confer on a regular basis with the State to coordinate the design and development of the services.
18. The parties must comply with the Minnesota Government Data Practices Act, as it relates to all data provided to or by a party pursuant to this Agreement.
19. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
20. For projects including federal funding, the Recipient must comply with applicable regulations, including, but not limited to, Title 14 Code of Federal Regulations, subchapter I, part 151; and Minnesota Rules Chapter 8800. The Catalog of Federal Domestic Assistance (CFDA) number for the federal Airport Improvement Program is 20.106.
21. For all projects, the Recipient must comply, and require its contractors and consultants to comply, with all federal and state laws, rules, and regulations applicable to the work. The Recipient must advertise, let, and award any contracts for the project in accordance with applicable laws. The State may withhold payment for services performed in violation of applicable laws.
22. Under this Agreement, the State is only responsible for receiving and disbursing federal and state funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

**State Encumbrance Verification**

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Purchase Order: \_\_\_\_\_

**Recipient**

Recipient certifies that the appropriate person(s) have executed the Agreement on behalf of the Recipient as required by applicable resolutions, charter provisions or ordinances.

By: \_\_\_\_\_

Title: Mayor

Date: September 19 2018

By: \_\_\_\_\_

Title: City Administrator

Date: September 19 2018

**Commissioner, Minnesota Department of Transportation**

By: \_\_\_\_\_  
Director, Office of Aeronautics

Date: \_\_\_\_\_

**Office of Financial Management-Grant Unit  
Agency Grant Supervisor**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Mn/DOT Contract Management  
as to form & execution**

By: \_\_\_\_\_

Date: \_\_\_\_\_

## ACTION ITEM



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

**TO:** City Council  
**FROM:** Steve Nasby, City Administrator   
**DATE:** September 13, 2018  
**RE:** Community Center – Part-time Maintenance Position  
**DEPT:** Community Center  
**CONTACT:** Steve Nasby at [Steve.Nasby@windommn.com](mailto:Steve.Nasby@windommn.com)

---

### Recommendations/Options/Action Requested

1. Hire James Nelson as a part-time Community Center Maintenance position for 25 hours per week at a starting wage of \$12.87 per hour pending review by the City Attorney.

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### Issue Summary/Background

A vacant, part-time position for a maintenance worker at the Community Center occurred when Mindy DeWall was moved into a full-time position. The City Council previously approved the advertisement for a part-time maintenance position (approximately 25 hours per week).

Seven applications for the part-time maintenance position were received and three persons were interviewed. JoAnn Ray, City Council member acting as a Community Center liaison and myself conducted the interviews. Input from the Community Center Chairperson was received in the selection of the interview candidates, but Mr. Maras was unable to attend the interviews.

Due to the staffing needs of the Community Center and listing of scheduled events the recommendation is to fill the part-time maintenance position. Following the completion of the interviews we are recommending that James Nelson be hired for the position. Mr. Nelson is also a candidate for the 2018 City Council election. State statute does not prohibit a part-time employee from serving on the City Council; however, there are potential conflict of issue items that merit consideration. The City Attorney was unavailable to discuss this matter, so the recommendation for hiring is contingent upon City Attorney review.

---

### Fiscal Impact

The fiscal impact of this hiring will be approximately \$19,500 from the 2019 Community Center budget. This position was included in the 2019 budget as it was included in the Community Center's 3.75 FTE approved budgeted positions in 2018.

---

### Attachments

None

## ACTION ITEM



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

**TO:** City Council  
**FROM:** John Nelson, Manager, River Bend Liquor  
**DATE:** 09/11/2018  
**RE:** Liquor Store Part-Time Clerk Hiring  
**DEPT:** Liquor Store  
**CONTACT:** John Nelson      [John.Nelson@windommn.com](mailto:John.Nelson@windommn.com)

---

### **Recommendations/Options/Action Requested**

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I recommend that the City Council approve the hiring of Stacia Hetterich as a non-union Part-Time Liquor Store Clerk at a starting wage of \$9.65/hour.

### **Issue Summary/Background**

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On August 7, 2018 the City Council approved the recommendation to hire a non-union Part-Time Liquor Store Clerk at a wage of \$9.65/hour. Since then there has been many training opportunities for that person to attend; however, that person has been unable to work and complete training in a timely manner. As such, I made the decision to remove that individual from the schedule.

To compensate for that loss of that part-time clerk on our work schedule, I went back to the set of applications I had received and persons previously interviewed. I am recommending the hiring of Stacia Hetterich as a non-union Part-Time Liquor Store Clerk at a wage of \$9.65/hour.

### **Fiscal Impact**

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The fiscal impact of this hiring will be \$0 as this would just be replacing a position already held by an employee of River Bend Liquor.

### **Attachments**

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None

# ACTION ITEM



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

**TO:** City Council  
**FROM:** Development Department  
**DATE:** September 18, 2018 (City Council Meeting Date)  
**RE:** Flood Mitigation and Workforce Housing Grant Application  
**DEPT:** Development Department  
**CONTACT:** Drew Hage, Development Director, at 832-8661 or [drew.hage@windommn.com](mailto:drew.hage@windommn.com)

---

## **Recommendations/Options/Action Requested**

Staff recommends that the City Council take the following actions regarding the Flood Mitigation and Workforce Housing Grant Application:

1. Call for a public input meeting to be held at the City Council Meeting on October 2<sup>nd</sup> to discuss flood mitigation plans, water retention, the proposed site location for the 46-unit apartment building (18<sup>th</sup> Avenue north of Maple Park Circle), and the four 4-unit townhomes (17<sup>th</sup> Avenue north of Jamison Drive), and submission of the Workforce Housing Grant Application.
2. Adopt a Resolution approving submission of the Workforce Housing Grant Application to Minnesota Housing (after the Public Input Meeting at the October 2<sup>nd</sup> City Council Meeting).

## **Issue Summary/Background**

The City Street Department has been working with DGR Engineering regarding flood mitigation plans for the neighborhood around Red Leaf Court, Maple Park Circle, 18<sup>th</sup> Avenue, 17<sup>th</sup> Avenue, and surrounding streets. Potential drainage improvements have been proposed along with water retention, so water can be released at a controlled level to the Des Moines River along the 18<sup>th</sup> Avenue and 17<sup>th</sup> Avenue drainage network.

Funding options have also been discussed. Funding for drainage improvements and water retention can be assessed to existing property owners. The project can also be assisted by larger tax-generating housing projects on the Kruse property on the edge of City limits. This would help to create additional funding options for the drainage improvements and water retention.

Numerous locations for multi-family housing have been discussed since 2016. The potential locations are based on developer's requirements and City infrastructure. The City Council has an opportunity to approve approximately 7 million dollars' worth of new housing development in Windom. The 46-unit apartment building would create approximately 5 million of investment in housing in Windom and the four 4-unit townhomes investment would be approximately 2 million. Both projects are workforce housing not low income housing, so the developer proposes the project location not the EDA. Refer to the attached map.

---

## **Growth**

Overall, market value in Windom grew by 19.2% over the past year to \$284.3 million in 2017 (S&P Global Ratings). From 2016 through 2017, Windom saw a number of large commercial/industrial projects and a number of expansions. Prime Pork created 500 new jobs and invested nearly \$80 million in Windom to create a state-of-the-art pork processing facility. Other new projects include: Windom Wash (a full-service truck wash / 35 new jobs), Duffy's Bar and Grill (a new family-friendly restaurant), New Vision Coop's new grain storage facilities and scale, a new building for the Fulda Area Credit Union, and a new 47-unit AmericInn.

### Housing Study

A Comprehensive Housing Study was finalized for the City of Windom in 2014 by Viewpoint Consulting Group. The Housing Study identified a need for 130 new housing units in Windom from 2014 to the end of the decade. The Housing Study identified the need for single-family homes, duplexes, quads, and multi-family units to accommodate market rate housing, seniors, higher-income families, and lower-income families. The Housing Study was completed prior to Fast Global Solution's expansion and the opening of Prime Pork creating 500+ new jobs. As such, since 2014 the housing market has tightened and the demand for units has grown.

### Fiscal Impact

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The estimated annual tax revenue from the 46-unit apartment building is \$62,500. The 46-unit apartment project is not requesting any grant funds from MN Housing. This project could break ground in June or July of 2019. No street extension will be required for the 46-unit apartment project. City infrastructure costs are minimal for this project, since the development is utilizing existing infrastructure.

The estimated annual tax revenue from the four 4-unit townhomes is \$25,000. The four 4-unit townhome project is contingent on receipt of the Workforce Housing Grant. This project would require 17<sup>th</sup> Avenue to be extended to the north. Budget estimates will be ready by the September 18<sup>th</sup> City Council Meeting and will be part of the presentation.

### Attachments

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1. Resolution Calling for a Public Input Meeting on Proposed Workforce Housing Grant Application...
2. Presentation (Separate Attachment to City Council Packet)
  - a. Site Map
  - b. Flooding Photos
  - c. Development Maps
  - d. Zoning and Future land Use Map

## RESOLUTION #2018-

**INTRODUCED:**

**SECONDED:**

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

### CITY OF WINDOM

#### **RESOLUTION CALLING FOR A PUBLIC INPUT MEETING ON PROPOSED WORKFORCE HOUSING GRANT APPLICATION AND POTENTIAL PLANS TO RESOLVE STORM WATER ISSUES**

**WHEREAS**, the EDA has been working with a developer who is interested in constructing four-plexes on property north of the School District's property and between 17<sup>th</sup> and 18<sup>th</sup> Avenues ("Kruse property"); and

**WHEREAS**, the developer has requested that the EDA submit an application to Minnesota Housing for a Workforce Housing Grant for the proposed project; and

**WHEREAS**, an apartment developer has expressed interest in constructing a 46-unit apartment building on the Kruse property; and

**WHEREAS**, there are storm water issues in the Red Leaf Court and 18<sup>th</sup> Avenue areas that need to be address and there is an opportunity to construct detention ponds on the Kruse property as part of the housing projects; and

**WHEREAS**, it is necessary to hold a public input meeting to allow the public to express comments concerning the proposed plans for addressing the storm water issues in that area, the proposed multi-family housing projects, and the proposed submission of an application to Minnesota Housing for a Workforce Housing Grant.

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

1. Public Input Meeting. A public input meeting to consider the items set forth above shall be held on Tuesday, October 2, 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 Input Meeting. The City Administrator is authorized and directed to cause notice of the public input meeting to be published once in the official newspaper of the City at least 10 days, but not more than 30 days, prior to October 2, 2018. The City Administrator is further authorized and directed to a place a copy of information related to the proposed projects and proposed Workforce Housing Grant Application on file in the Office of the Economic Development Authority of Windom at City Hall and to make such copies available for inspection by the public.

Adopted this 18th day of September, 2018.

\_\_\_\_\_  
Dominic Jones, Mayor

ATTEST: \_\_\_\_\_  
Steven Nasby, City Administrator