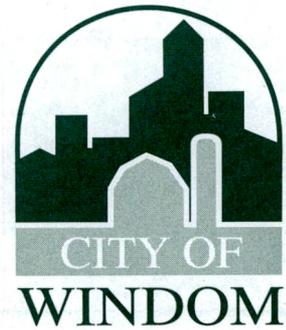


Council Meeting
Tuesday, April 2, 2019
City Council Chambers
6:30 p.m.
AGENDA



Call to Order

Pledge of Allegiance

1. Consent Agenda
 - Minutes
 - Council Minutes – March 19, 2019
 - Community Center Commission – March 19, 2019
 - Utility Commission – March 27, 2019
 - Regular Bills
2. Department Heads
3. Proclamation 2019 Flood Assistance Appreciation for Volunteers and Donations
4. Proclamation National Library Week
5. DEED Redevelopment Grant & Housing Need
6. Resolution 2019 Airport Hangar & Taxilane Bid Award
7. Post Issuance Debt Compliance Policy & Resolution
8. Second Reading Ordinance #176 2nd Series – Dance Ordinance Revision
9. Tennis/Pickleball Court Discussion
10. Hiring Recommendation - Street/Park Department
11. Mayor Appointments - Hospital Board
12. New Business
13. Old Business
14. Contractor Payment – Gridor Construction, Inc. – WWTF Improvement Project #5 - \$510,391.00
15. Council Comments
16. Adjourn



**Regular Council Meeting
City Hall, Council Chamber
March 19, 2019
6:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Dominic Jones

2. Roll Call:

Council Present: Mayor Dominic Jones, JoAnn Ray, Marv Grunig, Rod Byam, Jenny Quade and James Nelson

Council Absent: None

City Staff Present: Chelsie Carlson, Finance Director; Mike Haugen, Water/Wastewater Superintendent; Andy Spielman, Building & Zoning Official; Jason Sykora, Electric Superintendent; John Nelson, Liquor Store Manager

3. Pledge of Allegiance

4. Amendment to Agenda:

Mayor Jones suggested tabling Agenda Item #7 - Park & Recreation Commission Recommendation -Tennis Court Location, until the next Council Meeting due to recent information requests.

**Motion by Byam second by Ray approving Tabling Agenda Item #7 to April 2, 2019.
Motion carried 5 – 0.**

5. Consent Agenda:

- Minutes
 - Council Minutes – March 5, 2019
 - HRA – February 13, 2019
 - Telecom Commission – February 25, 2019
 - EDA – March 11, 2019
 - Library Board – March 12, 2019
 - Park & Recreation Commission – March 13, 2019
 - Utility Commission – February 27, 2019
- License – Temporary On-Sale Liquor License - BARC
- Regular Bills

Motion by Byam second by Nelson approving the Consent Agenda with the License Approval contingent upon the License receiving the appropriate legal signatures. Motion carried 5 – 0.

6. Department Heads:

Mike Haugen, Water/Wastewater Superintendent, reminded the public to run their sump pump discharge lines outside and not into their sanitary sewer drains. Haugen also thanked those who helped remove snow around the fire hydrants in town.

7. Public Hearing Residential Tax Abatement – 1204 River Road:

Andy Spielman, Building & Zoning Official, reviewed with Council their approved Resolution calling for a Public Hearing on the proposed residential tax abatement. He is then asking that Council approve the five-year tax abatement pursuant to Cottonwood County Home Initiative Guidelines.

Jones opened the Public Hearing at 6:36 p.m.

No public or Council comments were received.

Jones closed the Public Hearing at 6:37 p.m.

Council Member Grunig introduced the Resolution No. 2019-15, entitled “RESOLUTION APPROVING TAX ABATEMENT FOR CERTAIN PROPERTY PURSUANT TO MINN. STAT. §469.1813”, and moved its adoption. The resolution was seconded by Byam and on roll call vote: Yes: Ray, Nelson, Quade, Byam, and Grunig. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

8. Resolution Declaring A Local Emergency:

Jones received communication from the Cottonwood County Emergency Management Director noting the increasing level of the Des Moines River and Perkins Creek. The Weather Service has predicted the river will crest at 23 feet between Monday and Tuesday of next week, without rain. Last year it peaked at 23.4 feet. Jones stated that he signed the Declaration prior to this meeting and a copy is enclosed in each member’s packet. He is recommending Council approve the Declaration and Extension of a Local Emergency to allow for potential reimbursement funding.

Council Member Byam introduced the Resolution No. 2019-16, entitled “A RESOLUTION ENACTED UNDER AUTHORITY OF MINNESOTA STATUTES SECTIONS 12.29 AND 12.37 TO EXTEND THE PERIOD OF A MAYOR-DECLARED LOCAL EMERGENCY”, and moved its adoption. The resolution was seconded by Ray and on roll call vote: Yes: Nelson, Quade, Byam, Grunig and Ray. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

9. Charter Commission Proposed Amendments – Set Public Hearing Date:

Jones noted that the Charter Commission has met previously and have proposed Amendments needing City Council approval. Charter amendments must be made after a public hearing is held and a notice is published.

Council Member Grunig introduced the Resolution No. 2019-17, entitled “RESOLUTION CALLING FOR A PUBLIC HEARING ON PROPOSED CITY CHARTER AMENDMENTS”, and moved its adoption. The resolution was seconded by Ray and on roll

call vote: Yes: Quade, Byam, Grunig, Ray and Nelson. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

10. First Reading Ordinance #176 2nd Series – Dance Ordinance Revision:

Jones briefed the Council of the Changes proposed in Ordinance #176 2nd Series. The changes state one officer of the law shall be designated by the Chief of Police to provide a presence at every public dance in the City of Windom. The Chief of Police also has the discretion to require the presence of two officers as needed for public dances.

Motion by Grunig second by Nelson to approve the First Reading of Ordinance #176 2nd Series. Motion carried 5 – 0.

11. Park & Recreation Commission Recommendation – Tennis Court Location:

This item has been tabled by the Council until the April 2, 2019 Council meeting.

12. Electric Department – Union Pacific Railroad Agreement:

Jason Sykora, Electric Superintendent, is recommending approval of the Wire Line Crossing Agreement between Union Pacific Railroad and the City by adopting a Resolution. This agreement allows the overhead wiring crossing 24th Street to be replaced by underground wire.

Council Member Grunig introduced the Resolution No. 2019-18, entitled “RESOLUTION APPROVING AN AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY AND WINDOM MUNICIPAL ELECTRIC UTILITY COVERING UNDERGROUND WIRELINE CROSSING”, and moved its adoption. The resolution was seconded by Ray and on roll call vote: Yes: Byam, Grunig, Nelson, Quade, and Ray. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

13. Hiring Recommendation – Liquor Store:

John Nelson, Liquor Store Manager, stated a part-time clerk has submitted a resignation. He is seeking a replacement for the position and is recommending hiring Tera Crowell.

Motion by Ray second by Quade to hire Tera Crowell for a part-time non-union clerk for Riverbend Liquor. Motion carried 5 – 0.

14. Spring Cleanup Recycling Fees:

Jones reviewed the staff recommendation of reduced rates for the 2019 City Wide Cleanup. He noted putting limits on the number of mattress/box springs and televisions to state “per address.”

Council discussed the curbside recycling of mattresses/box springs and TV’s. They are recommending using reduced rates for these items (\$7 per mattresses/box springs and \$10 per TV) with a limit of four of each reduced item per address. The program was subsidized last year and the City had enough funding through the monthly cleanup fee to cover the cost.

Motion by Byam second by Grunig to set the 2019 curbside pickup subsidized rate of \$7 per mattress/box spring to be picked up by Cottonwood County on May 16th & May 17th and a subsidized rate of \$10 per TV to be picked up through May 18th. Motion carried 5 – 0.

**Motion by Byam second by Quade to set a limit of four of each subsidized item per address.
Motion carried 5 – 0.**

15. New Business:

None.

16. Old Business:

None.

17. Council Comments:

Ray stressed to Boards and Commissions to adhere to set days and times for their designated meeting. Ray also thanked those who helped dig out city fire hydrants.

Byam noted an upcoming meeting for the Windom Foundation. This foundation will be able to ask for and accept donation on behalf of the Community of Windom. These monies can be designated to projects, arts, recreation and various community needs. The meeting will be held on Thursday, March 21st at the City Hall Chambers. Byam also stated that he is working with the Methodist Church and Luke Anderson to become a distribution point for Ruby's Pantry. Ruby's Pantry is a food distribution center for a nominal donation.

Jones reiterated Ray's comments about following the published meeting dates and times. He also mentioned that the City of Windom will be operating at a staff level to address the potential flooding event.

18. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 7:09 p.m.

Dominic Jones, Mayor

Attest: _____
Chelsie Carlson, Finance Director\Controllor

Community Center Commission Minutes
Tuesday March 19, 2019

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

2. Roll Call: President: Wayne Maras
CC Director:
Commission Members: Linda Stuckenbroker
Mitch Voehl
Lenny Thiner
Jim Crunch Rosenkranz
Commission Liaisons: Rod Byam-Absent
Jo Ann Ray-Absent
City Administrator: Steve Nasby-Absent
EDA Director: Drew Hage-Absent
Public: Lois Eigenberg, Tom Cowan

3. Approval of Minutes:

Motion by Lenny Thiner, seconded by Mitch Voehl to approve the February 19, 2019 Community Center Commission Minutes. Motion carried 5-0.

4. Additions to the agenda:

Cleaning deposits: WCC Director Spencer Winzenried asked for the board's opinion on how to best work with the damage deposit. The board suggested holding the funds until the facility is clean, days if needed.

Referrals: WCC Director Spencer Winzenried suggested that there should be some sort of incentive if someone is referred to use our facility. The board will be discussing and potentially voting the next time we meet.

Decorations: Community Center Worker Lois Eigenberg discussed the need to update the Swag and backdrop. She is working on a quote to have those replaced.

Outdoor Pavilion: We discussed what is needed to complete the pavilion. The electrical and grounds are set to be complete in the spring of 2019.

5. President's Report:

a. Introduction of New Director

6. Director's Report:

a.

7. Resource Management:

Schedule of Events: Was Reviewed

Income & Expense: Was Reviewed

Divider Wall In gym- **Motion by Lenny Thiner, seconded by Jim Rosenkranz to have Skold Specialty Contracting LLC repair the operable wall.**

8. Miscellaneous:

Lenny asked to have the policy changed regarding the Senior Center and early dismissal. WCC Director Spencer Winzenried requested to have a chance to talk to the city attorney to have his recommendation on how to best address Lenny's concern.

9. Open Forum:

10. Next Meeting:

Monday April 15, 2019 @ 5:30 pm

Adjourn:

Motion by Jim Rosenkranz, seconded by Mitch Voehl, to adjourn the meeting at 6:45 pm. Motion carried 5-0.

Wayne Maras, WCC President

Linda Stuckenbroker, WCC Secretary

Attest: _____
WCC Director

UTILITY COMMISSION MINUTES
Windom Community Center
March 27, 2019

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

Members Present: Utility Commission Chairperson: Mike Schwalbach
Members Present: Glen Francis and Tom Riordan
Member Absent: None
City Council Liaison: Marv Grunig, Absent
Staff Present Mike Haugen, Water/Wastewater Superintendent; Glenn Lund, Wastewater Foreman, Jason Sykora, Electric Superintendent and Steve Nasby, City Administrator

APPROVE MINUTES

Motion by Francis second by Riordan to approve the February 27, 2019 minutes. Motion carried 3-0.

ELECTRIC ITEMS

Long-Term Power Supply Discussion – CMPAS

Kyle Haemig, Resource Planner/Economist, Central Municipal Power Agency/Services (CMPAS) was present to discuss the future of long-term power supply. He presented options for wind purchases that would provide insurance on approximately 10% more power. The terms, rates and risks associated with each option were discussed. CMPAS is requesting a decision from each member city so they are able to finalize negotiations for power supply contracts. The Consensus from the Commission was to split the recommended volume of 2.9MW between a Wind Purchase Power Agreement (PPA) and Wind-Shape Product.

Motion by Francis second by Riordan to approve RESOLUTION AUTHORIZING THE EXECUTION OF A WHOLESALE POWER AGREEMENT for 1.9MW Wind-Shape Product (cap of \$30.00) and 1MW Wind PPA (cap of \$24.00). Aye: Francis, Riordan, Schwalbach. Nay: None. Motion carried 3 – 0.

Union Pacific Wireline Crossing Permit

The Union Pacific Wireline Crossing Permit has been completed. Sykora indicated the agreement is identical to past agreements and the only cost is \$2,000 for insurance coverage while work is being conducted.

Other Electric Items

Sykora reported having to shutoff services to Island Park due to the flood. He recommended replacing the switch at Island Park so in the future he is able to sectionalize the shutoff to right at the switch. The new switch is approximately \$50,000 and was part of Capital Planning for 2020. The Commission is in favor of replacing the switch in 2019.

Sykora reported receipt of new Vactron equipment. The new pick-up included in 2019 Budget has been received as well.

Other maintenance items are in progress on the plant cooling towers, generators, and furnace for the Generation Room. The crew is also rewiring dated electrical panels.

The electric crew assisted with sandbagging Thursday 3/21/19 and Friday 3/22/19.

WATER/WASTEWATER ITEMS

Red Rock Water Agreement

Staff provided an update regarding the negotiations with Red Rock Rural Water for Water Purchase. They are working on a five year contract for 65,000,000 gallons annually. Staff recommendation is to have a fixed rate for 65,000,000 charged equally over annual billing periods. The rate would be subject to annual increases to Water rates by the Commission. The Commission would like the contract to follow the calendar year. During the first year of the contract the annual cost for 65,000,000 gallons will be spread over remaining billing periods depending on the date of completion.

Staff will present updated contract to Red Rock Rural Water for their discussion and report back to the Commission.

Other Wastewater Items

Haugen reported receiving award from MPCA and thanked his staff for their work. He also indicated Eric Ward and Ryan Anderson passed their B water test.

Due to the weather no biosolids were hauled during the winter.

REGULAR BILLS

Motion by Francis second by Riordan to approve the regular bills in the packet as well as pay request #5 from Gridor Construction in the amount of \$510,391. Motion carried 3-0.

NEW BUSINESS

Next meeting will be Wednesday, April 24th at 10:00 a.m.

OLD BUSINESS

None.

ADJOURN

Schwalbach adjourned the meeting at 12:10

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator



Windom, MN

Expense Approval Report

By Fund

Payment Dates 03/16/2019 - 03/28/2019

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|--|-------------------|------------|-----------------------------|----------------|---|
| Fund: 100 - GENERAL | | | | | |
| WINDOM FIRE RELIEF ASSOC. | 20190326 | 03/26/2019 | SBR REIMBURSE - RETIRING FI | 100-33436 | 4,000.00 |
| | | | | | 4,000.00 |
| Activity: 41110 - Mayor & Council | | | | | |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-41110-365 | 1,304.00 |
| CONVENT. & VISITOR BUREAU | 20190325 | 03/26/2019 | LODGING TAX - AMERIC INN | 100-41110-491 | 1,821.91 |
| CONVENT. & VISITOR BUREAU | 20190326 | 03/26/2019 | LODGING TAX - RED CARPET I | 100-41110-491 | 182.10 |
| | | | | | Activity 41110 - Mayor & Council Total: 3,308.01 |
| Activity: 41310 - Administration | | | | | |
| WINDOM QUICK PRINT | 20190313 | 03/26/2019 | SUPPLIES | 100-41310-200 | 399.75 |
| INDOFF, INC | 3216778 | 03/05/2019 | SUPPLIES | 100-41310-200 | 26.39 |
| FURTHER (Select Account) | 1332529 | 03/21/2019 | ADMIN FEE | 100-41310-217 | 155.75 |
| LEAGUE OF MN CITIES | 290863 | 03/26/2019 | REGISTRATION - STEVE NASBY | 100-41310-308 | 400.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-41310-361 | 413.92 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-41310-365 | 1,156.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-41310-365 | 445.00 |
| HY-VEE, INC. | 20190319 | 03/19/2019 | EDUCATION SESSIONS - 2019 | 100-41310-480 | 150.00 |
| | | | | | Activity 41310 - Administration Total: 3,146.81 |
| Activity: 41910 - Building & Zoning | | | | | |
| INDOFF, INC | 3218859 | 03/05/2019 | SUPPLIES | 100-41910-200 | 1.50 |
| CENTURY BUSINESS PRODUCT | 462362 | 03/11/2019 | SUPPLIES | 100-41910-200 | 28.42 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-41910-365 | 230.00 |
| WINDOM AUTO VALU | #3400540 2-25-19 | 03/21/2019 | #3400540 MAINTENANCE | 100-41910-405 | 58.56 |
| | | | | | Activity 41910 - Building & Zoning Total: 318.48 |
| Activity: 41940 - City Hall | | | | | |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-41940-362 | 470.00 |
| MN ENERGY RESOURCES | 20190315A | 03/26/2019 | HEATING #0505105084-00001 | 100-41940-383 | 1,056.25 |
| HOMETOWN SANITATION SER | 0000318398 | 03/05/2019 | GARBAGE SERVICE - CITY HAL | 100-41940-384 | 89.28 |
| HOLT'S CLEANING SERVICE IN | 3491 | 03/26/2019 | SERVICE - CITY HALL | 100-41940-406 | 703.50 |
| | | | | | Activity 41940 - City Hall Total: 2,319.03 |
| Activity: 42120 - Crime Control | | | | | |
| INDOFF, INC | 3217214 | 03/06/2019 | SUPPLIES | 100-42120-200 | 29.70 |
| COTTONWOOD VET CLINIC | 199747 | 03/07/2019 | SERVICE | 100-42120-305 | 77.99 |
| VERIZON WIRELESS | 9825704344 | 03/18/2019 | SERVICE FOR LAP TOPS | 100-42120-321 | 61.44 |
| RUNNINGS SUPPLY, INC | #71920 2-24-19 | 03/19/2019 | MAINTENANCE | 100-42120-322 | 19.11 |
| LEASE FINANCE PARTNERS | #3250 3-20-19 | 03/26/2019 | SERVICE #3250 | 100-42120-326 | 136.00 |
| LANGUAGE LINE SERVICES, IN | 4519665 | 03/13/2019 | #9020909031 - SERVICE | 100-42120-327 | 63.51 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-42120-361 | 3,562.52 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-42120-363 | 2,670.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-42120-363 | 3,499.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-42120-365 | 50.00 |
| AED SUPERSTORE | 146854 | 03/13/2019 | #304633 - MAINTENANCE | 100-42120-404 | 89.80 |
| STREICHER'S | 11357010 | 03/21/2019 | MAINTENANCE | 100-42120-404 | 290.49 |
| WINDOM AUTO VALU | #3400540 2-25-19 | 03/21/2019 | #3400540 MAINTENANCE | 100-42120-405 | 69.98 |
| WINDOM TOWING LLC | 8103 | 03/21/2019 | MAINTENANCE - SRO OFFICER | 100-42120-405 | 25.00 |
| FORD MOTOR | 1643846 | 03/26/2019 | #9482800 PAYMENT | 100-42120-419 | 663.95 |
| FLEET SERVICES DIVISION | 2019080002 | 03/26/2019 | SERVICE | 100-42120-419 | 2,070.88 |
| | | | | | Activity 42120 - Crime Control Total: 13,379.37 |
| Activity: 42220 - Fire Fighting | | | | | |
| GALLS, LLC | 012110480 | 03/19/2019 | #1002213013 - UNIFORMS | 100-42220-218 | 44.99 |
| GALLS, LLC | 012138179 | 03/19/2019 | #1002213013 - UNIFORMS | 100-42220-218 | 249.75 |
| GALLS, LLC | 012140281 | 03/19/2019 | #1002213013 - UNIFORMS | 100-42220-218 | 99.98 |

Expense Approval Report

Payment Dates: 03/16/2019 - 03/28/2019

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|--|-------------------|------------|----------------------------|----------------|-----------------|
| GALLS, LLC | 012156515 | 03/19/2019 | #1002213013 - UNIFORMS | 100-42220-218 | 36.83 |
| MUNICIPAL EMERGENCY SER | IN1318244 | 03/19/2019 | #C30603 - TRAINING | 100-42220-308 | 795.00 |
| VERIZON WIRELESS | 9825704344 | 03/18/2019 | SERVICE FOR LAP TOPS | 100-42220-321 | 18.04 |
| VERIZON WIRELESS | 9825704344 | 03/18/2019 | SERVICE FOR LAP TOPS | 100-42220-326 | -5.36 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-42220-361 | 532.88 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-42220-362 | 1,480.20 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-42220-363 | 321.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-42220-363 | 1,137.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-42220-365 | 992.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-42220-365 | 778.63 |
| MN ENERGY RESOURCES | 20190311A | 03/21/2019 | HEATING #0616354678-00001 | 100-42220-383 | 965.95 |
| HOMETOWN SANITATION SER | 0000318431 | 03/01/2019 | GARBAGE SERVICE - EMS BUIL | 100-42220-384 | 44.10 |
| MUNICIPAL EMERGENCY SER | IN1315202 | 03/07/2019 | MAINTENANCE | 100-42220-404 | 1,408.00 |
| WINDOM AUTO VALU | #3400540 2-25-19 | 03/21/2019 | #3400540 MAINTENANCE | 100-42220-405 | 69.64 |
| TERMINAL SUPPLY CO. | 14378-00 | 03/15/2019 | UNIT 21 - MAINTENANCE | 100-42220-405 | 1.22 |
| TERMINAL SUPPLY CO. | 14378-00 | 03/15/2019 | UNIT 21 - MAINTENANCE | 100-42220-405 | 5.50 |
| Activity 42220 - Fire Fighting Total: | | | | | 8,975.35 |

Activity: 42500 - Civil Defense

| | | | | | |
|--|----------------|------------|----------------------------|---------------|--------------|
| AMAZON CAPITAL SERVICES, I | 1J66-QR36-HXRJ | 03/26/2019 | #A2Q0YJ8ZNZN2YT - SUPPLIES | 100-42500-381 | 29.80 |
| Activity 42500 - Civil Defense Total: | | | | | 29.80 |

Activity: 43100 - Streets

| | | | | | |
|--|-------------------|------------|----------------------------|---------------|------------------|
| MID-AMERICAN RESEARCH C | 0660132-IN | 03/26/2019 | OPERATING SUPPLIES | 100-43100-211 | 414.84 |
| WINDOM AUTO VALU | #3400540 2-25-19 | 03/21/2019 | #3400540 MAINTENANCE | 100-43100-212 | 182.60 |
| RUNNINGS SUPPLY, INC | #71920 2-24-19 | 03/19/2019 | MAINTENANCE | 100-43100-212 | 9.86 |
| VET'S WHOA N'GO | 8652750 | 03/26/2019 | FUEL | 100-43100-212 | 31.63 |
| WINDOM AUTO VALU | #3400540 2-25-19 | 03/21/2019 | #3400540 MAINTENANCE | 100-43100-215 | 21.47 |
| RUNNINGS SUPPLY, INC | #71920 2-24-19 | 03/19/2019 | MAINTENANCE | 100-43100-215 | 81.24 |
| RED ROCK QUARRY INC | 27031 | 03/18/2019 | OPERATING SUPPLIES-SALT/SA | 100-43100-217 | 581.54 |
| LOHRENZ EXCAVATING, INC. | 7293 | 03/15/2019 | #7293 - SERVICE | 100-43100-217 | 1,375.00 |
| WINDOM AUTO VALU | #3400540 2-25-19 | 03/21/2019 | #3400540 MAINTENANCE | 100-43100-241 | 532.95 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-43100-361 | 1,652.62 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-43100-362 | 2,568.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-43100-363 | 1,414.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-43100-363 | 844.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-43100-365 | 778.63 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-43100-365 | 692.00 |
| MN ENERGY RESOURCES | 20190313 | 03/19/2019 | HEATING #0505064121-00001 | 100-43100-383 | 1,632.33 |
| HOMETOWN SANITATION SER | 0000318399 | 03/05/2019 | GARBAGE SERVICE - STREET D | 100-43100-384 | 88.98 |
| WINDOM AUTO VALU | #3400540 2-25-19 | 03/21/2019 | #3400540 MAINTENANCE | 100-43100-404 | 115.67 |
| RUNNINGS SUPPLY, INC | #71920 2-24-19 | 03/19/2019 | MAINTENANCE | 100-43100-404 | 59.59 |
| WINDOM AUTO VALU | #3400540 2-25-19 | 03/21/2019 | #3400540 MAINTENANCE | 100-43100-405 | 295.42 |
| TERMINAL SUPPLY CO. | 14378-00 | 03/15/2019 | MAINTENANCE - OTHERS | 100-43100-405 | 433.92 |
| TERMINAL SUPPLY CO. | 14378-00 | 03/15/2019 | OTHERS - MAINTENANCE | 100-43100-405 | 15.55 |
| FOX BROTHERS OF SANBORN, | 502561 | 03/12/2019 | MAINTENANCE #87000 | 100-43100-405 | 541.10 |
| FOX BROTHERS OF SANBORN, | 503041 | 03/26/2019 | MAINTENANCE | 100-43100-405 | 71.24 |
| FOX BROTHERS OF SANBORN, | 70741 | 03/08/2019 | MAINTENANCE | 100-43100-405 | 9,607.72 |
| FORCE AMERICA DISTRIBUTIN | IN001-1321386 | 03/12/2019 | UNIT #41 - MAINTENANCE | 100-43100-405 | 69.54 |
| FORCE AMERICA DISTRIBUTIN | IN001-1323426 | 03/18/2019 | MAINTENANCE - UNIT 45 | 100-43100-405 | 104.48 |
| LEAGUE OF MN CITIES INS TR | 04430 | 03/27/2019 | CLAIM #LMC CA 79710 INV # | 100-43100-480 | 1,000.00 |
| Activity 43100 - Streets Total: | | | | | 25,215.92 |

Activity: 45120 - Recreation

| | | | | | |
|---|-------------------|------------|-------------------------|---------------|-----------------|
| ACTIVE NETWORK, LLC | 4100164221 | 03/13/2019 | DATA PROCESSING | 100-45120-326 | 1,080.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-45120-361 | 127.22 |
| Activity 45120 - Recreation Total: | | | | | 1,207.22 |

Activity: 45202 - Park Areas

| | | | | | |
|----------------------------|-------------------|------------|----------------------------|---------------|-----------|
| NEWMAN SIGNS, INC | TRFINV009940 | 03/15/2019 | #WIN-03-024 - OPERATING 5U | 100-45202-217 | 114.49 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-45202-361 | 614.88 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-45202-362 | 15,497.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-45202-363 | 212.00 |

Expense Approval Report

Payment Dates: 03/16/2019 - 03/28/2019

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|-------------------|------------|----------------------------|---|------------------|
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-45202-363 | 119.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 100-45202-365 | 778.63 |
| HOMETOWN SANITATION SER | 0000318400 | 03/05/2019 | GARBAGE SERVICE - SQUARE | 100-45202-384 | 48.99 |
| | | | | Activity 45202 - Park Areas Total: | 17,384.99 |
| | | | | Fund 100 - GENERAL Total: | 79,284.98 |
| Fund: 211 - LIBRARY | | | | | |
| RON'S ELECTRIC INC | 139494 | 03/26/2019 | MAINTENANCE | 211-36231 | 548.08 |
| | | | | | 548.08 |
| Activity: 45501 - Library | | | | | |
| PLUM CREEK LIBRARY | IV25131 | 03/26/2019 | SERVICE | 211-45501-326 | 175.00 |
| NANCY SAJBAN | 20190321 | 03/26/2019 | EXPENSE - READING PROGRA | 211-45501-331 | 40.22 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 211-45501-361 | 627.14 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 211-45501-362 | 2,720.00 |
| MN ENERGY RESOURCES | 20190311B | 03/26/2019 | HEATING #0504542703-00001 | 211-45501-383 | 794.10 |
| | | | | Activity 45501 - Library Total: | 4,356.46 |
| | | | | Fund 211 - LIBRARY Total: | 4,904.54 |
| Fund: 225 - AIRPORT | | | | | |
| Activity: 45127 - Airport | | | | | |
| SOUTHWEST MN BROADBAN | #886 03152019 | 03/18/2019 | SERVICE #886 | 225-45127-321 | 26.68 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 225-45127-361 | 348.34 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 225-45127-362 | 12,828.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 225-45127-365 | 445.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 225-45127-365 | 576.00 |
| | | | | Activity 45127 - Airport Total: | 14,224.02 |
| Activity: 49950 - Capital Outlay | | | | | |
| FINANCE & COMMERCE, INC. | 744182516 | 03/26/2019 | 2019 AIRPORT HANGAR PROJ | 225-49950-500 | 364.08 |
| | | | | Activity 49950 - Capital Outlay Total: | 364.08 |
| | | | | Fund 225 - AIRPORT Total: | 14,588.10 |
| Fund: 230 - POOL | | | | | |
| Activity: 45124 - Pool | | | | | |
| ACTIVE NETWORK, LLC | 4100164221 | 03/13/2019 | DATA PROCESSING | 230-45124-326 | 1,080.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 230-45124-361 | 359.85 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 230-45124-365 | 1,294.00 |
| | | | | Activity 45124 - Pool Total: | 2,733.85 |
| | | | | Fund 230 - POOL Total: | 2,733.85 |
| Fund: 235 - AMBULANCE | | | | | |
| Activity: 42153 - Ambulance | | | | | |
| BOUND TREE MEDICAL, LLC | 83128707 | 03/12/2019 | OPERATING SUPPLIES | 235-42153-217 | 56.24 |
| PRAXAIR DISTRIBUTION INC | 87997321 | 03/12/2019 | OPERATING SUPPLIES | 235-42153-217 | 157.94 |
| VERIZON WIRELESS | 9825704344 | 03/18/2019 | SERVICE FOR LAP TOPS | 235-42153-321 | 114.23 |
| WINDOM FARM SERVICE | 174222 | 03/26/2019 | MAINTENANCE | 235-42153-323 | 71.85 |
| EXPERT T BILLING | 5515 | 03/15/2019 | SERVICE | 235-42153-326 | 2,184.00 |
| ROBIN SHAW | 20160326 | 03/26/2019 | EXPENSE - AMBULANCE | 235-42153-334 | 78.87 |
| TIM HACKER | 20190312 | 03/12/2019 | EXPENSE - AMBULANCE | 235-42153-334 | 51.09 |
| TIM HACKER | 20190326 | 03/26/2019 | EXPENSE - AMBULANCE | 235-42153-334 | 56.18 |
| HEATHER JANSSEN | 20190326 | 03/26/2019 | EXPENSE - AMBULANCE | 235-42153-334 | 104.00 |
| JUSTIN HARRINGTON | 20190326 | 03/26/2019 | EXPENSE - AMBULANCE | 235-42153-334 | 50.72 |
| BUCKWHEAT JOHNSON | 20190326 | 03/26/2019 | EXPENSE - AMBULANCE | 235-42153-334 | 136.22 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 235-42153-361 | 1,281.62 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 235-42153-362 | 986.80 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 235-42153-363 | 348.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 235-42153-363 | 674.00 |
| MN ENERGY RESOURCES | 20190311A | 03/21/2019 | HEATING #0616354678-00001 | 235-42153-383 | 643.98 |
| HOMETOWN SANITATION SER | 0000318431 | 03/01/2019 | GARBAGE SERVICE - EMS BUIL | 235-42153-384 | 29.40 |
| WINDOM AUTO VALU | #3400540 2-25-19 | 03/21/2019 | #3400540 MAINTENANCE | 235-42153-404 | 16.99 |
| WINDOM AUTO VALU | #3400540 2-25-19 | 03/21/2019 | #3400540 MAINTENANCE | 235-42153-405 | 4.99 |

Expense Approval Report

Payment Dates: 03/16/2019 - 03/28/2019

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|--|----------------|------------|--------------------|----------------|-----------------|
| P.M. REPAIR & DETAILING | 8668 | 03/12/2019 | MAINTENANCE #29 | 235-42153-405 | 160.76 |
| Activity 42153 - Ambulance Total: | | | | | 7,207.88 |
| Fund 235 - AMBULANCE Total: | | | | | 7,207.88 |

Fund: 250 - EDA GENERAL

Activity: 46520 - EDA

| | | | | | |
|------------------------------------|-------------------|------------|---------------------------|---------------|-----------------|
| INDOFF, INC | 3218859 | 03/05/2019 | SUPPLIES | 250-46520-200 | 1.49 |
| CENTURY BUSINESS PRODUCT | 462362 | 03/11/2019 | SUPPLIES | 250-46520-200 | 56.82 |
| EHLERS & ASSOC., INC. | 79734 | 03/15/2019 | TIF ADMIN: WINDOM C MN:2 | 250-46520-301 | 1,960.00 |
| DREW HAGE | 20190315 | 03/27/2019 | EXPENSE - SW BUSINESS DEV | 250-46520-331 | 78.88 |
| DREW HAGE | 20190318 | 03/27/2019 | EXPENSE - NDC TRAINING | 250-46520-331 | 256.56 |
| DREW HAGE | 20190318 | 03/27/2019 | EXPENSE - NDC TRAINING | 250-46520-334 | 91.43 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 250-46520-362 | 3,428.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 250-46520-365 | 640.85 |
| DGR ENGINEERING | 00233734 | 03/26/2019 | SOUTH COTTONWOOD LAKE | 250-46520-439 | 1,971.00 |
| Activity 46520 - EDA Total: | | | | | 8,485.03 |

Activity: 49980 - Debt Service

| | | | | | |
|---|------|------------|------------------|---------------|------------------|
| MATHIOWETZ CONSTRUCTIO | 2350 | 03/06/2019 | #23610 - SERVICE | 250-49980-602 | 32,300.00 |
| Activity 49980 - Debt Service Total: | | | | | 32,300.00 |
| Fund 250 - EDA GENERAL Total: | | | | | 40,785.03 |

Fund: 401 - GENERAL CAPITAL PROJECTS

Activity: 49950 - Capital Outlay

| | | | | | |
|---|--------|------------|-----------------------------|---------------|-----------------|
| AED SUPERSTORE | 146620 | 03/13/2019 | #304633 - CAPITAL PROJECT - | 401-49950-501 | 4,500.00 |
| ELITE K-9, INC | 188089 | 03/21/2019 | #126653 K-9 FUND | 401-49950-501 | 177.71 |
| MACQUEEN EQUIP. CO. | P17927 | 03/06/2019 | STREET EQUIP-RESERVE | 401-49950-503 | 2,827.75 |
| Activity 49950 - Capital Outlay Total: | | | | | 7,505.46 |
| Fund 401 - GENERAL CAPITAL PROJECTS Total: | | | | | 7,505.46 |

Fund: 601 - WATER

| | | | | | |
|----------------------------|----------------|------------|---------------|-----------|---------------|
| AMAZON CAPITAL SERVICES, I | 17MX-74RR-MQJL | 03/15/2019 | #A2Q0Y8ZLN2YT | 601-16440 | 291.99 |
| | | | | | 291.99 |

Activity: 49400 - Water

| | | | | | |
|--------------------------------------|-------------------|------------|---------------------------|---------------|------------------|
| HAWKINS, INC | 4453580 | 03/12/2019 | CHEMICALS | 601-49400-216 | 434.50 |
| CNA SURETY | #71269473 3-15-19 | 03/15/2019 | #71269473 #22-17092 MN U | 601-49400-217 | 33.33 |
| RUNNINGS SUPPLY, INC | #71920 2-24-19 | 03/19/2019 | MAINTENANCE | 601-49400-217 | 129.99 |
| RUNNINGS SUPPLY, INC | #71920 2-24-19 | 03/19/2019 | MAINTENANCE | 601-49400-241 | 42.97 |
| GOPHER STATE ONE CALL | 9020823 | 03/05/2019 | LOCATES | 601-49400-321 | 0.34 |
| INNOVATIVE SYSTEMS LLC | 41898 | 03/05/2019 | POSTAGE | 601-49400-322 | 229.05 |
| INNOVATIVE SYSTEMS LLC | 41632 | 03/05/2019 | BILLING SYSTEM MAINTENAN | 601-49400-326 | 760.50 |
| INNOVATIVE SYSTEMS LLC | 41777 | 03/05/2019 | BILLING SYSTEM SOFTWARE S | 601-49400-326 | 517.50 |
| INNOVATIVE SYSTEMS LLC | 41898 | 03/05/2019 | INVOICE PROCESSING | 601-49400-326 | 189.28 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 601-49400-361 | 3,125.46 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 601-49400-362 | 5,832.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 601-49400-363 | 243.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 601-49400-363 | 212.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 601-49400-365 | 778.63 |
| WINDOM AUTO VALU | #3400540 2-25-19 | 03/21/2019 | #3400540 MAINTENANCE | 601-49400-404 | 1,001.98 |
| RUNNINGS SUPPLY, INC | #71920 2-24-19 | 03/19/2019 | MAINTENANCE | 601-49400-404 | 11.99 |
| TOPPERS PLUS INC | 137459 | 03/26/2019 | MAINTENANCE | 601-49400-404 | 207.50 |
| FAITH WILLARD CLEANING | 20190320 | 03/26/2019 | SERVICE - | 601-49400-404 | 15.00 |
| HAWKINS, INC | 4457808 | 03/15/2019 | MAINTENANC | 601-49400-404 | 3,289.50 |
| Activity 49400 - Water Total: | | | | | 17,054.52 |
| Fund 601 - WATER Total: | | | | | 17,346.51 |

Fund: 602 - SEWER

| | | | | | |
|---------------------------|------------|------------|--------------------------|-----------|---------------------|
| FULDA CREDIT UNION | 20190314 | 03/15/2019 | ACH FUNDS TO 4M | 602-10400 | 1,000,000.00 |
| GRIDOR CONSTRUCITON, INC. | T22.113672 | 03/12/2019 | WASTEWATER TREATMENT FAC | 602-16200 | 441,446.00 |
| | | | | | 1,441,446.00 |

Activity: 49450 - Sewer

| | | | | | |
|------------|-------------------|------------|--------------------------|---------------|-------|
| CNA SURETY | #71269473 3-15-19 | 03/15/2019 | #71269473 #22-17092 MN U | 602-49450-217 | 33.33 |
|------------|-------------------|------------|--------------------------|---------------|-------|

Expense Approval Report

Payment Dates: 03/16/2019 - 03/28/2019

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|----------------------------|-------------------|------------|---------------------------|----------------|----------|
| MN VALLEY TESTING | 963083 | 03/07/2019 | TESTING | 602-49450-310 | 230.40 |
| MN VALLEY TESTING | 963236 | 03/06/2019 | TESTING | 602-49450-310 | 144.00 |
| MN VALLEY TESTING | 963257 | 03/06/2019 | TESTING | 602-49450-310 | 230.40 |
| MN VALLEY TESTING | 963693 | 03/12/2019 | TESTING | 602-49450-310 | 710.80 |
| MN VALLEY TESTING | 963710 | 03/12/2019 | TESTING | 602-49450-310 | 144.00 |
| MN VALLEY TESTING | 964405 | 03/12/2019 | TESTING | 602-49450-310 | 144.00 |
| GOPHER STATE ONE CALL | 9020823 | 03/05/2019 | LOCATES | 602-49450-321 | 0.34 |
| INNOVATIVE SYSTEMS LLC | 41898 | 03/05/2019 | POSTAGE | 602-49450-322 | 229.05 |
| INNOVATIVE SYSTEMS LLC | 41632 | 03/05/2019 | BILLING SYSTEM MAINTENAN | 602-49450-326 | 760.50 |
| INNOVATIVE SYSTEMS LLC | 41777 | 03/05/2019 | BILLING SYSTEM SOFTWARE S | 602-49450-326 | 517.50 |
| INNOVATIVE SYSTEMS LLC | 41898 | 03/05/2019 | INVOICE PROCESSING | 602-49450-326 | 189.28 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 602-49450-361 | 3,910.55 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 602-49450-362 | 6,442.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 602-49450-363 | 377.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 602-49450-363 | 486.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 602-49450-365 | 778.63 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 602-49450-365 | 62.00 |
| MN ENERGY RESOURCES | 20190308 | 03/15/2019 | HEATING #0506646838-00001 | 602-49450-383 | 1,475.40 |
| MN ENERGY RESOURCES | 20190313A | 03/19/2019 | HEATING #0506746718-00001 | 602-49450-383 | 20.02 |
| HOMETOWN SANITATION SER | 0000318402 | 03/05/2019 | GARBAGE SERVICE - WASTWA | 602-49450-384 | 89.98 |
| WINDOM AUTO VALU | #3400540 2-25-19 | 03/21/2019 | #3400540 MAINTENANCE | 602-49450-404 | 1,000.00 |
| RUNNINGS SUPPLY, INC | #71920 2-24-19 | 03/19/2019 | MAINTENANCE | 602-49450-404 | 583.62 |
| MID-AMERICAN RESEARCH C | 0660121-IN | 03/21/2019 | MAINTENANCE | 602-49450-404 | 137.05 |
| TOPPERS PLUS INC | 137459 | 03/26/2019 | MAINTENANCE | 602-49450-404 | 207.50 |
| FAITH WILLARD CLEANING | 20190320 | 03/26/2019 | SERVICE - | 602-49450-404 | 30.00 |
| DACOTAH PAPER CO | 35302 | 03/15/2019 | MAINTENANCE | 602-49450-404 | 49.92 |
| DACOTAH PAPER CO | 64845 | 03/15/2019 | #681154 - MAINTENANCE | 602-49450-404 | 267.56 |

Activity 49450 - Sewer Total: 19,250.83

Fund 602 - SEWER Total: 1,460,696.83

Fund: 604 - ELECTRIC

| | | | | | |
|------------------|----------------|------------|------------------------|-----------|------------------|
| BORDER STATES | 917306504 | 03/15/2019 | #917306504 - INVENTORY | 604-14200 | 4,876.33 |
| J. H. LARSON | 5101957479.001 | 03/12/2019 | INVENTORY | 604-14200 | 10.33 |
| RESCO | 740410-00 | 03/12/2019 | CIRCUIT 7 | 604-16300 | 258.90 |
| RESCO | 741571-00 | 03/06/2019 | CIRCUIT 7 | 604-16300 | 14,271.00 |
| RDO EQUIPMENT CO | 1130263 | 03/26/2019 | 2019 VACTRON LP873 | 604-16400 | -73,317.92 |
| RDO EQUIPMENT CO | 1130263 | 03/26/2019 | 2019 VACTRON LP873 | 604-16400 | 75,755.80 |
| RDO EQUIPMENT CO | 1130263 | 03/26/2019 | 2019 VACTRON LP873 | 604-16410 | 19,551.38 |
| HIGLEY FORD | 127656 | 03/15/2019 | 2019 FORD PURCHASE | 604-16440 | 140.28 |
| RDO EQUIPMENT CO | 1130263 | 03/26/2019 | 2019 VACTRON LP873 | 604-37490 | 3,766.54 |
| | | | | | 45,312.64 |

Activity: 49550 - Electric

| | | | | | |
|----------------------------|-------------------|------------|---------------------------|---------------|------------|
| CNA SURETY | #71269473 3-15-19 | 03/15/2019 | #71269473 #22-17092 MN U | 604-49550-217 | 33.34 |
| JOANNE NELSON | 5696-15 | 03/26/2019 | SERVICE | 604-49550-218 | 135.00 |
| BORDER STATES | 917290614 | 03/15/2019 | UNIFORMS | 604-49550-218 | 298.00 |
| RUNNINGS SUPPLY, INC | #71920 2-24-19 | 03/19/2019 | MAINTENANCE | 604-49550-241 | 99.99 |
| CMP - CENTRAL MUNICIPAL P | 6530 | 03/11/2019 | ENERGY | 604-49550-263 | 104,919.54 |
| CMP - CENTRAL MUNICIPAL P | 6530 | 03/11/2019 | TRANSMISSION | 604-49550-263 | 48,440.32 |
| DEPARTMENT OF ENERGY | BFPB000800219 | 03/13/2019 | POWER COST | 604-49550-263 | 65,569.08 |
| RUNNINGS SUPPLY, INC | #71920 2-24-19 | 03/19/2019 | MAINTENANCE | 604-49550-310 | 48.18 |
| RETROFIT RECYCLING, INC | 0103140-IN | 03/06/2019 | SUPPLIES | 604-49550-315 | 861.64 |
| GOPHER STATE ONE CALL | 9020823 | 03/05/2019 | LOCATES | 604-49550-321 | 0.34 |
| INNOVATIVE SYSTEMS LLC | 41898 | 03/05/2019 | POSTAGE | 604-49550-322 | 229.05 |
| INNOVATIVE SYSTEMS LLC | 41632 | 03/05/2019 | BILLING SYSTEM MAINTENAN | 604-49550-326 | 1,521.00 |
| INNOVATIVE SYSTEMS LLC | 41777 | 03/05/2019 | BILLING SYSTEM SOFTWARE S | 604-49550-326 | 223.90 |
| INNOVATIVE SYSTEMS LLC | 41898 | 03/05/2019 | INVOICE PROCESSING | 604-49550-326 | 189.28 |
| INNOVATIVE SYSTEMS LLC | 41898 | 03/05/2019 | INSERTS | 604-49550-350 | 209.43 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 604-49550-361 | 17,305.44 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 604-49550-362 | 19,759.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 604-49550-363 | 941.00 |

Expense Approval Report

Payment Dates: 03/16/2019 - 03/28/2019

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|-------------------|------------|-----------------------------|----------------|-------------------|
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 604-49550-363 | 1,246.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 604-49550-365 | 778.63 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 604-49550-365 | 54.00 |
| HOMETOWN SANITATION SER | 0000318403 | 03/05/2019 | GARBAGE SERVICE - ELECTRIC | 604-49550-384 | 88.98 |
| RUNNINGS SUPPLY, INC | #71920 2-24-19 | 03/19/2019 | MAINTENANCE | 604-49550-402 | 257.79 |
| AMAZON CAPITAL SERVICES, I | 1CV1-GPN4-V7TR | 03/15/2019 | #A2Q0YJ8ZLN2YT - SUPPLIES | 604-49550-402 | 208.89 |
| WERNER ELECTRIC | S010024850.002 | 03/18/2019 | MAINTENANCE | 604-49550-402 | 6.14 |
| J. H. LARSON | S101962678.001 | 03/26/2019 | MAINTENANCE | 604-49550-402 | 14.03 |
| WINDOM AUTO VALU | #3400540 2-25-19 | 03/21/2019 | #3400540 MAINTENANCE | 604-49550-404 | 7.44 |
| RUNNINGS SUPPLY, INC | #71920 2-24-19 | 03/19/2019 | MAINTENANCE | 604-49550-404 | 9.99 |
| WINDOM AUTO VALU | #3400540 2-25-19 | 03/21/2019 | #3400540 MAINTENANCE | 604-49550-405 | 14.63 |
| RAGE INC - CAMPUS CLEANER | 03-010082 | 03/05/2019 | SERVICE - | 604-49550-406 | 34.17 |
| ELECTRIC FUND | 266 | 03/15/2019 | EL - DISTRIBUTION | 604-49550-408 | 32.53 |
| ELECTRIC FUND | 268 | 03/26/2019 | EL - TRUCK STOCK | 604-49550-408 | 310.17 |
| ELECTRIC FUND | 269 | 03/26/2019 | EL - ELECTRIC SHOP | 604-49550-408 | 121.20 |
| ELECTRIC FUND | 270 | 03/26/2019 | EL - DISTRIBUTION | 604-49550-408 | 381.02 |
| BORDER STATES | 917306504 | 03/15/2019 | #917306504 - REPAIRS - MAIN | 604-49550-408 | 212.93 |
| CMP - CENTRAL MUNICIPAL P | 6530 | 03/11/2019 | ENERGY / TRANSMISSION | 604-49550-450 | 2,804.35 |
| Activity 49550 - Electric Total: | | | | | 267,366.42 |
| Fund 604 - ELECTRIC Total: | | | | | 312,679.06 |

Fund: 609 - LIQUOR STORE

Activity: 49751 - Liquor Store

| | | | | | |
|---------------------------|------------|------------|--------------------------|---------------|-----------|
| RAGE INC - CAMPUS CLEANER | 03-010542 | 03/15/2019 | SERVICE - RIVER BEND LIQ | 609-49751-211 | 48.57 |
| AH HERMEL COMPANY | 757985 | 03/05/2019 | MERCHANDISE | 609-49751-217 | 66.04 |
| BELLBOY CORP | 0068597500 | 03/05/2019 | MERCHANDISE | 609-49751-251 | 135.00 |
| BELLBOY CORP | 0068897600 | 03/26/2019 | CREDIT - MERCHANDISE | 609-49751-251 | -10.00 |
| BREAKTHRU BEVERAGE MN | 1080938504 | 03/11/2019 | MERCHANDISE | 609-49751-251 | 1,787.73 |
| JOHNSON BROS. | 1230214 | 03/05/2019 | MERCHANDISE | 609-49751-251 | 3,224.65 |
| JOHNSON BROS. | 1235853 | 03/12/2019 | MERCHANDISE | 609-49751-251 | 3,835.81 |
| JOHNSON BROS. | 1236789 | 03/18/2019 | MERCHANDISE | 609-49751-251 | 4.68 |
| JOHNSON BROS. | 1236790 | 03/18/2019 | MERCHANDISE | 609-49751-251 | 4.32 |
| SOUTHERN GLAZER'S OF MN | 1790813 | 03/06/2019 | MERCHANDISE | 609-49751-251 | 4,183.21 |
| SOUTHERN GLAZER'S OF MN | 1790814 | 03/06/2019 | MERCHANDISE | 609-49751-251 | 48.81 |
| PHILLIPS WINE & SPIRITS | 2512054 | 03/06/2019 | MERCHANDISE | 609-49751-251 | 574.50 |
| PHILLIPS WINE & SPIRITS | 2512056 | 03/06/2019 | MERCHANDISE | 609-49751-251 | 2,400.00 |
| PHILLIPS WINE & SPIRITS | 2515907 | 03/12/2019 | MERCHANDISE | 609-49751-251 | 2,977.25 |
| PHILLIPS WINE & SPIRITS | 2515908 | 03/12/2019 | MERCHANDISE | 609-49751-251 | 180.00 |
| PHILLIPS WINE & SPIRITS | 303757 | 03/26/2019 | CREDIT - MERCHANDISE | 609-49751-251 | -825.00 |
| JOHNSON BROS. | 532058 | 03/21/2019 | CREDIT - MERCHANDISE | 609-49751-251 | -182.00 |
| BEVERAGE WHOLESALERS | 050035 | 03/18/2019 | MERCHANDISE | 609-49751-252 | 9,387.88 |
| BEVERAGE WHOLESALERS | 050992 | 03/26/2019 | MERCHANDISE | 609-49751-252 | 9,432.60 |
| LOCHER BROS., INC. | 1125055 | 03/18/2019 | MERCHANDISE | 609-49751-252 | 869.10 |
| ARTISAN BEER COMPANY | 3327858 | 03/05/2019 | MERCHANDISE | 609-49751-252 | 344.20 |
| ARTISAN BEER COMPANY | 3329372 | 03/11/2019 | MERCHANDISE | 609-49751-252 | 300.00 |
| JOHNSON BROS. | 533150 | 03/26/2019 | CREDIT - MERCHANDISE | 609-49751-252 | -22.99 |
| DOLL DISTRIBUTING, LLC | 625635 | 03/12/2019 | MERCHANDISE | 609-49751-252 | 2,241.20 |
| DOLL DISTRIBUTING, LLC | 630496 | 03/18/2019 | MERCHANDISE | 609-49751-252 | 15,000.65 |
| DOLL DISTRIBUTING, LLC | 632617 | 03/18/2019 | MERCHANDISE | 609-49751-252 | 136.00 |
| BEVERAGE WHOLESALERS | 050035 | 03/18/2019 | MERCHANDISE | 609-49751-253 | 47.88 |
| BREAKTHRU BEVERAGE MN | 1080938504 | 03/11/2019 | MERCHANDISE | 609-49751-253 | 360.00 |
| JOHNSON BROS. | 1230215 | 03/05/2019 | MERCHANDISE | 609-49751-253 | 1,517.45 |
| JOHNSON BROS. | 1235854 | 03/12/2019 | MERCHANDISE | 609-49751-253 | 829.94 |
| SOUTHERN GLAZER'S OF MN | 1790814 | 03/06/2019 | MERCHANDISE | 609-49751-253 | 699.71 |
| PHILLIPS WINE & SPIRITS | 2512055 | 03/06/2019 | MERCHANDISE | 609-49751-253 | 423.90 |
| PHILLIPS WINE & SPIRITS | 2515908 | 03/12/2019 | MERCHANDISE | 609-49751-253 | 1,064.25 |
| PAUSTIS WINE COMPANY | 41989 | 03/06/2019 | MERCHANDISE | 609-49751-253 | 805.00 |
| PAUSTIS WINE COMPANY | 42081 | 03/06/2019 | MERCHANDISE | 609-49751-253 | 318.00 |
| PAUSTIS WINE COMPANY | 42438 | 03/12/2019 | CREDIT - MERCHANDISE | 609-49751-253 | -231.60 |
| JOHNSON BROS. | 532059 | 03/21/2019 | CREDIT - MERCHANDISE | 609-49751-253 | -5.72 |
| WINE MERCHANTS | 7225118 | 03/12/2019 | MERCHANDISE | 609-49751-253 | 125.00 |

Expense Approval Report

Payment Dates: 03/16/2019 - 03/28/2019

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|----------------------------|-------------------|------------|----------------------------|----------------|----------|
| BEVERAGE WHOLESALERS | 050035 | 03/18/2019 | MERCHANDISE | 609-49751-254 | 30.80 |
| BEVERAGE WHOLESALERS | 050992 | 03/26/2019 | MERCHANDISE | 609-49751-254 | 128.00 |
| JOHNSON BROS. | 1230215 | 03/05/2019 | MERCHANDISE | 609-49751-254 | 64.39 |
| AH HERMEL COMPANY | 757985 | 03/05/2019 | MERCHANDISE | 609-49751-254 | 32.34 |
| ARCTIC GLACIER U.S.A. INC | 1951905902 | 03/05/2019 | MERCHANDISE | 609-49751-257 | 45.68 |
| AH HERMEL COMPANY | 757985 | 03/05/2019 | MERCHANDISE | 609-49751-259 | 87.61 |
| AH HERMEL COMPANY | 757985 | 03/05/2019 | MERCHANDISE | 609-49751-261 | 49.52 |
| BREAKTHRU BEVERAGE MN | 1080938504 | 03/11/2019 | MERCHANDISE | 609-49751-333 | 30.74 |
| JOHNSON BROS. | 1230214 | 03/05/2019 | MERCHANDISE | 609-49751-333 | 51.34 |
| JOHNSON BROS. | 1235853 | 03/12/2019 | MERCHANDISE | 609-49751-333 | 68.15 |
| JOHNSON BROS. | 1235854 | 03/12/2019 | MERCHANDISE | 609-49751-333 | 40.02 |
| SOUTHERN GLAZER'S OF MN | 1790813 | 03/06/2019 | MERCHANDISE | 609-49751-333 | 63.35 |
| SOUTHERN GLAZER'S OF MN | 1790814 | 03/06/2019 | MERCHANDISE | 609-49751-333 | 20.84 |
| ARCTIC GLACIER U.S.A. INC | 1951905902 | 03/05/2019 | MERCHANDISE | 609-49751-333 | 1.00 |
| PHILLIPS WINE & SPIRITS | 2512054 | 03/06/2019 | MERCHANDISE | 609-49751-333 | 12.18 |
| PHILLIPS WINE & SPIRITS | 2512055 | 03/06/2019 | MERCHANDISE | 609-49751-333 | 19.14 |
| PHILLIPS WINE & SPIRITS | 2512056 | 03/06/2019 | MERCHANDISE | 609-49751-333 | 36.54 |
| PHILLIPS WINE & SPIRITS | 2515907 | 03/12/2019 | MERCHANDISE | 609-49751-333 | 59.16 |
| PHILLIPS WINE & SPIRITS | 2515908 | 03/12/2019 | MERCHANDISE | 609-49751-333 | 59.16 |
| PHILLIPS WINE & SPIRITS | 303757 | 03/26/2019 | CREDIT - MERCHANDISE | 609-49751-333 | -8.70 |
| PAUSTIS WINE COMPANY | 41989 | 03/06/2019 | MERCHANDISE | 609-49751-333 | 10.00 |
| PAUSTIS WINE COMPANY | 42081 | 03/06/2019 | MERCHANDISE | 609-49751-333 | 4.50 |
| PAUSTIS WINE COMPANY | 42438 | 03/12/2019 | CREDIT - MERCHANDISE | 609-49751-333 | -3.75 |
| JOHNSON BROS. | 532058 | 03/21/2019 | CREDIT - MERCHANDISE | 609-49751-333 | -1.74 |
| JOHNSON BROS. | 532059 | 03/21/2019 | CREDIT - MERCHANDISE | 609-49751-333 | -0.29 |
| WINE MERCHANTS | 7225118 | 03/12/2019 | MERCHANDISE | 609-49751-333 | 1.74 |
| AH HERMEL COMPANY | 757985 | 03/05/2019 | MERCHANDISE | 609-49751-333 | 4.95 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 609-49751-361 | 5,368.87 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 609-49751-361 | 3,966.58 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 609-49751-362 | 1,929.00 |
| HOMETOWN SANITATION SER | 0000318401 | 03/01/2019 | GARBAGE SERVICE - RIVER BE | 609-49751-384 | 149.00 |
| HOLT'S CLEANING SERVICE IN | 3490 | 03/26/2019 | SERVICE - RIVER BEND LIQ | 609-49751-409 | 125.00 |

Activity 49751 - Liquor Store Total: 74,541.14

Fund 609 - LIQUOR STORE Total: 74,541.14

Fund: 614 - TELECOM

Activity: 49870 - Telecom

| | | | | | |
|----------------------------|-------------------|------------|----------------------------|---------------|----------|
| AMAZON CAPITAL SERVICES, I | 111K-DDNC-VYP3 | 03/19/2019 | #A2Q0YJ8ZLN2YT - SUPPLIES | 614-49870-200 | 71.16 |
| RAGE INC - CAMPUS CLEANER | 03-010084 | 03/06/2019 | SERVICE - WINDOM NET | 614-49870-211 | 21.33 |
| AMAZON CAPITAL SERVICES, I | 13XL-FGT7-QTFT | 03/19/2019 | #A2Q0YJ8ZLN2YT - SUPPLIES | 614-49870-217 | 179.99 |
| RUNNINGS SUPPLY, INC | #71920 2-24-19 | 03/19/2019 | MAINTENANCE | 614-49870-227 | 7.99 |
| INTERSTATE TRS FUND | 82580795060 | 03/18/2019 | ASSESSMENT FOR 499-A FILIN | 614-49870-304 | 269.20 |
| GOPHER STATE ONE CALL | 9020823 | 03/05/2019 | LOCATES | 614-49870-321 | 0.33 |
| INNOVATIVE SYSTEMS LLC | 41898 | 03/05/2019 | POSTAGE | 614-49870-322 | 229.05 |
| INNOVATIVE SYSTEMS LLC | 41632 | 03/05/2019 | BILLING SYSTEM MAINTENAN | 614-49870-326 | 1,521.00 |
| INNOVATIVE SYSTEMS LLC | 41632 | 03/05/2019 | BILLING SYSTEM MAINTENAN | 614-49870-326 | 875.00 |
| INNOVATIVE SYSTEMS LLC | 41777 | 03/05/2019 | BILLING SYSTEM SOFTWARE S | 614-49870-326 | 1,846.10 |
| INNOVATIVE SYSTEMS LLC | 41898 | 03/05/2019 | INVOICE PROCESSING | 614-49870-326 | 189.28 |
| NEUSTAR, INC. | L-0000027680 | 03/12/2019 | #10202 - NUMBER PORTS | 614-49870-326 | 2.50 |
| INNOVATIVE SYSTEMS LLC | 41898 | 03/05/2019 | INSERTS | 614-49870-350 | 149.60 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 614-49870-361 | 7,450.22 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 614-49870-362 | 4,575.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 614-49870-363 | 658.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 614-49870-365 | 778.63 |
| MN ENERGY RESOURCES | 20190311 | 03/19/2019 | HATING #0507509833-00001 | 614-49870-383 | 268.42 |
| HOMETOWN SANITATION SER | 0000318404 | 03/06/2019 | GARBAGE SERVICE - TELECOM | 614-49870-384 | 77.98 |
| RUNNINGS SUPPLY, INC | #71920 2-24-19 | 03/19/2019 | MAINTENANCE | 614-49870-405 | 5.58 |
| CENTURY LINK | 473848_20190320 | 03/19/2019 | DIRECTORY LISTINGS #MN-CO | 614-49870-441 | 161.36 |
| MLB NETWORK | 118416 | 03/15/2019 | SUBSCRIBER | 614-49870-442 | 437.50 |
| NEXSTAR BROADCASTING GR | 1784-1134 | 03/18/2019 | SUBSCRIBER | 614-49870-442 | 3,385.70 |
| INDEPENDENT COMMUNICAT | 20190228 | 03/15/2019 | SUBSCRIBER | 614-49870-442 | 1,979.55 |

Expense Approval Report

Payment Dates: 03/16/2019 - 03/28/2019

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|-----------------------------|-----------------------|------------|---------------------------|----------------|----------|
| UNITED COMMUNICATIONS C | 20190228 | 03/15/2019 | SUBSCRIBER | 614-49870-442 | 3,339.00 |
| CBS TELEVISION STATIONS | 20190301 | 03/15/2019 | SUBSCRIBER | 614-49870-442 | 2,766.60 |
| TEGNA | 235520 | 03/15/2019 | SUBSCRIBER | 614-49870-442 | 3,482.10 |
| FOX TELEVISION STATIONS, IN | 236380 | 03/15/2019 | SUBSCRIBER | 614-49870-442 | 2,356.38 |
| ARVIG ENTERPRISES, INC | 289437 | 03/19/2019 | HEADEND SERVICES #104725 | 614-49870-442 | 480.00 |
| TOWER DISTRIBUTION COMP | 749597 | 03/15/2019 | SUBSCRIBER | 614-49870-442 | 283.94 |
| FOX SPORTS | P65426 | 03/15/2019 | SUBSCRIBER | 614-49870-442 | 8,610.00 |
| BTN - BIG TEN NETWORK | P68689 | 03/15/2019 | SUBSCRIBER | 614-49870-442 | 1,811.25 |
| UNIVERSAL SERVICE ADMIN C | UBDI0001033705 | 03/26/2019 | 499A CONTRIBUTION | 614-49870-443 | 1,573.80 |
| CONSOLIDATED CALL CENTER | 13140 | 03/05/2019 | DA/OPERATOR ASSISTANCE | 614-49870-445 | 124.66 |
| ICONECTIV | I-10057127 | 03/19/2019 | #I-201353 | 614-49870-445 | 56.59 |
| MANKATO NETWORKS, LLC | 388473 | 03/19/2019 | SERVICE | 614-49870-447 | 2,127.50 |
| MANKATO NETWORKS, LLC | 388491 | 03/19/2019 | SERVICE | 614-49870-447 | 200.00 |
| CENTURY LINK | 507-831-1075-104 3-16 | 03/26/2019 | SERVICE #507-831-1075-104 | 614-49870-451 | 73.82 |

Activity 49870 - Telecom Total: 52,426.11

Fund 614 - TELECOM Total: 52,426.11

Fund: 615 - ARENA

| | | | | | |
|---------------------------|------|------------|-----------|-----------|-----------------|
| ELITE MECHANICAL SYSTEMS, | 4306 | 03/15/2019 | INVENTORY | 615-16200 | 6,534.27 |
| | | | | | <u>6,534.27</u> |

Activity: 49850 - Arena

| | | | | | |
|----------------------------|-------------------|------------|-------------------------|---------------|----------|
| INDOFF, INC | 3217212 | 03/07/2019 | SUPPLIES | 615-49850-200 | 14.50 |
| ADVANCE AUTO PARTS | 2789-339389 | 03/26/2019 | MAINTENANCE | 615-49850-211 | 14.95 |
| WINDOM AUTO VALU | #3400540 2-25-19 | 03/21/2019 | #3400540 MAINTENANCE | 615-49850-215 | 12.88 |
| BROWN-NICOLLET COMMUNI | 20190326 | 03/26/2019 | 2019 SEASONAL PERMANENT | 615-49850-217 | 130.00 |
| O'MALLEY'S STORAGE AND RE | 546 | 03/15/2019 | SERVICE | 615-49850-217 | 400.00 |
| WINDOM AUTO VALU | #3400540 2-25-19 | 03/21/2019 | #3400540 MAINTENANCE | 615-49850-241 | 24.40 |
| RUNNINGS SUPPLY, INC | #71920 2-24-19 | 03/19/2019 | MAINTENANCE | 615-49850-241 | 119.36 |
| AARON WALKLIN | 20190314 | 03/15/2019 | ARENA MANAGEMENT AGREE | 615-49850-301 | 1,677.40 |
| ACTIVE NETWORK, LLC | 4100164221 | 03/13/2019 | DATA PROCESSING | 615-49850-326 | 1,080.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 615-49850-361 | 1,015.85 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 615-49850-362 | 7,783.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 615-49850-363 | 318.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 615-49850-365 | 778.63 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 615-49850-365 | 26.00 |
| HOMETOWN SANITATION SER | 0000318405 | 03/07/2019 | GARBAGE SERVICE - ARENA | 615-49850-384 | 137.00 |
| RON'S ELECTRIC INC | 139192 | 03/18/2019 | MAINTENANCE | 615-49850-402 | 1,127.92 |
| RON'S ELECTRIC INC | 139193 | 03/18/2019 | MAINTENANCE | 615-49850-402 | 2,145.57 |
| RON'S ELECTRIC INC | 139194 | 03/18/2019 | MAINTENANCE | 615-49850-402 | 383.53 |
| RON'S ELECTRIC INC | 139417 | 03/18/2019 | MAINTENANCE | 615-49850-402 | 2,240.59 |
| RON'S ELECTRIC INC | 139419 | 03/18/2019 | MAINTENANCE | 615-49850-402 | 57.00 |
| RON'S ELECTRIC INC | 139461 | 03/18/2019 | MAINTENANCE | 615-49850-402 | 57.00 |
| RON'S ELECTRIC INC | 139466 | 03/18/2019 | MAINTENANCE | 615-49850-402 | 124.32 |
| RON'S ELECTRIC INC | 139474 | 03/18/2019 | MAINTENANCE | 615-49850-402 | 85.50 |
| RON'S ELECTRIC INC | 139476 | 03/18/2019 | MAINTENANCE | 615-49850-402 | 383.43 |
| RON'S ELECTRIC INC | 139477 | 03/18/2019 | MAINTENANCE | 615-49850-402 | 63.91 |
| HOLT'S CLEANING SERVICE IN | 3489 | 03/26/2019 | SERVICE - ARENA | 615-49850-402 | 1,095.00 |
| WINDOM AUTO VALU | #3400540 2-25-19 | 03/21/2019 | #3400540 MAINTENANCE | 615-49850-404 | 56.37 |
| RUNNINGS SUPPLY, INC | #71920 2-24-19 | 03/19/2019 | MAINTENANCE | 615-49850-404 | 79.33 |
| CARLSON & STEWART REFRIG | 16684 | 03/26/2019 | SERVICE - MAINTENANCE | 615-49850-404 | 1,348.50 |
| WERNER ELECTRIC | S010045184.001 | 03/18/2019 | ARENA-SHOW LIGHTS | 615-49850-404 | 171.34 |
| ELITE MECHANICAL SYSTEMS, | 4393 | 03/15/2019 | MAINTENANCE | 615-49850-406 | 264.00 |

Activity 49850 - Arena Total: 23,215.28

Fund 615 - ARENA Total: 29,749.55

Fund: 617 - M/P CENTER

Activity: 49860 - M/P Center

| | | | | | |
|-------------------|----------|------------|-------------------------|---------------|--------|
| INDOFF, INC | 3218860 | 03/12/2019 | SUPPLIES | 617-49860-200 | 30.27 |
| COLE PAPERS INC. | 9494490 | 03/15/2019 | SUPPLIES | 617-49860-211 | 299.23 |
| RIVER BEND LIQUOR | 20190314 | 03/15/2019 | MERCHANDISE - COMM CENT | 617-49860-251 | 50.86 |
| RIVER BEND LIQUOR | 20190314 | 03/15/2019 | MERCHANDISE - COMM CENT | 617-49860-251 | 269.23 |

Expense Approval Report

Payment Dates: 03/16/2019 - 03/28/2019

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|-------------------|------------|---------------------------|----------------|-----------------|
| RIVER BEND LIQUOR | 20190314 | 03/15/2019 | MERCHANDISE - COMM CENT | 617-49860-252 | 182.57 |
| RIVER BEND LIQUOR | 20190314 | 03/15/2019 | MERCHANDISE - COMM CENT | 617-49860-254 | 98.88 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 617-49860-361 | 1,120.75 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 617-49860-362 | 2,837.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 617-49860-363 | 106.00 |
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 617-49860-365 | 69.40 |
| HOMETOWN SANITATION SER | 0000318406 | 03/01/2019 | GARBAGE SERVICE - COMM C | 617-49860-384 | 64.99 |
| TOWN 'N COUNTRY | 8972 | 03/19/2019 | MAINTENANCE | 617-49860-404 | 399.98 |
| GDF ENTERPRISES, INC | A15432 | 03/19/2019 | MAINTENANCE | 617-49860-404 | 369.30 |
| GDF ENTERPRISES, INC | A15452 | 03/19/2019 | SERVICE - SNOW BLOWER PAR | 617-49860-404 | 250.61 |
| GDF ENTERPRISES, INC | A15453 | 03/19/2019 | SERVICE - SNOW BLOWER | 617-49860-404 | 50.00 |
| ELECTRIC FUND | 267 | 03/18/2019 | EL-COMM CENTER | 617-49860-406 | 25.85 |
| ELITE MECHANICAL SYSTEMS, | 4421 | 03/26/2019 | MAINTENANCE | 617-49860-409 | 65.00 |
| WINDOM AREA CHAMBER OF | 2538 | 03/27/2019 | LINEN RENTAL - COMM CENT | 617-49860-480 | 47.95 |
| Activity 49860 - M/P Center Total: | | | | | 6,337.87 |
| Fund 617 - M/P CENTER Total: | | | | | 6,337.87 |

Fund: 651 - RIVERLBUFF TOWNHOMES

Activity: 46520 - EDA

| | | | | | |
|---|-------------------|------------|-------------------------|---------------|-----------------|
| LEAGUE OF MN CITIES INS TR | #10002872 2-20-19 | 03/21/2019 | #10002872 ANNUAL PREMIU | 651-46520-480 | 7,160.00 |
| Activity 46520 - EDA Total: | | | | | 7,160.00 |
| Fund 651 - RIVERLBUFF TOWNHOMES Total: | | | | | 7,160.00 |

Fund: 700 - PAYROLL

| | | | | | |
|----------------------------------|--------------|------------|----------------------------|-----------|---------------------|
| LOCAL UNION #949 | 20190319 | 03/19/2019 | UNION DUES - MARCH 2019 | 700-21707 | 1,806.82 |
| LAW ENFORCEMENT LABOR S | 20190319 | 03/19/2019 | POLICE UNION DUES - MAR 2 | 700-21708 | 357.00 |
| MN CHILD SUPPORT PAYMEN | INV0001567 | 03/15/2019 | Child Support Payment | 700-21709 | 113.52 |
| FURTHER (Select Account) | 38966949 | 03/19/2019 | FLEX SPENDING | 700-21712 | 777.20 |
| FURTHER (Select Account) | 38973049 | 03/26/2019 | FLEX SPENDING | 700-21712 | 458.67 |
| AFLAC | 864996 | 03/15/2019 | INSURANCE - MARCH 2019 - | 700-21715 | 320.22 |
| AFLAC | 864996 | 03/15/2019 | INSURANCE - MARCH 2019 | 700-21716 | 641.25 |
| MN BENEFIT ASSOCIATION | 2019-0056122 | 03/15/2019 | INSURANCE 4/1/19 - PRE TAX | 700-21717 | 4.84 |
| MN BENEFIT ASSOCIATION | 2019-0056122 | 03/15/2019 | INSURANCE 4/1/19 AFTER TA | 700-21719 | 103.59 |
| MII LIFE | 20190319 | 03/19/2019 | VEBA - MARCH 2019 | 700-21720 | 12,187.65 |
| MII LIFE | 20190319 | 03/19/2019 | VEBA - MARCH 2019 | 700-21722 | 2,395.87 |
| Fund 700 - PAYROLL Total: | | | | | 19,166.63 |
| Grand Total: | | | | | 2,137,113.54 |

Report Summary

Fund Summary

| Fund | Payment Amount |
|--------------------------------|---------------------|
| 100 - GENERAL | 79,284.98 |
| 211 - LIBRARY | 4,904.54 |
| 225 - AIRPORT | 14,588.10 |
| 230 - POOL | 2,733.85 |
| 235 - AMBULANCE | 7,207.88 |
| 250 - EDA GENERAL | 40,785.03 |
| 401 - GENERAL CAPITAL PROJECTS | 7,505.46 |
| 601 - WATER | 17,346.51 |
| 602 - SEWER | 1,460,696.83 |
| 604 - ELECTRIC | 312,679.06 |
| 609 - LIQUOR STORE | 74,541.14 |
| 614 - TELECOM | 52,426.11 |
| 615 - ARENA | 29,749.55 |
| 617 - M/P CENTER | 6,337.87 |
| 651 - RIVERLBUFF TOWNHOMES | 7,160.00 |
| 700 - PAYROLL | 19,166.63 |
| Grand Total: | 2,137,113.54 |

Account Summary

| Account Number | Account Name | Payment Amount |
|----------------|---------------------------|----------------|
| 100-33436 | Reimbursements | 4,000.00 |
| 100-41110-365 | Insurance - Misc | 1,304.00 |
| 100-41110-491 | Payments to Other Orga | 2,004.01 |
| 100-41310-200 | Office Supplies | 426.14 |
| 100-41310-217 | Other Operating Supplie | 155.75 |
| 100-41310-308 | Training & Registrations | 400.00 |
| 100-41310-361 | Insurance - General Liabi | 413.92 |
| 100-41310-365 | Insurance - Misc | 1,601.00 |
| 100-41310-480 | Other Miscellaneous | 150.00 |
| 100-41910-200 | Office Supplies | 29.92 |
| 100-41910-365 | Insurance - Misc | 230.00 |
| 100-41910-405 | Repairs & Maint - Vehicl | 58.56 |
| 100-41940-362 | Insurance - Property | 470.00 |
| 100-41940-383 | Gas Utility | 1,056.25 |
| 100-41940-384 | Refuse Disposal | 89.28 |
| 100-41940-406 | Repairs & Maint - Groun | 703.50 |
| 100-42120-200 | Office Supplies | 29.70 |
| 100-42120-305 | Medical & Dental Fees | 77.99 |
| 100-42120-321 | Telephone | 61.44 |
| 100-42120-322 | Postage | 19.11 |
| 100-42120-326 | Data Processing | 136.00 |
| 100-42120-327 | Interpretation Fees | 63.51 |
| 100-42120-361 | Insurance - General Liabi | 3,562.52 |
| 100-42120-363 | Insurance - Automotive | 6,169.00 |
| 100-42120-365 | Insurance - Misc | 50.00 |
| 100-42120-404 | Repairs & Maint - M&E | 380.29 |
| 100-42120-405 | Repairs & Maint - Vehicl | 94.98 |
| 100-42120-419 | Vehicle Lease | 2,734.83 |
| 100-42220-218 | Uniforms | 431.55 |
| 100-42220-308 | Training & Registrations | 795.00 |
| 100-42220-321 | Telephone | 18.04 |
| 100-42220-326 | Data Processing | -5.36 |
| 100-42220-361 | Insurance - General Liabi | 532.88 |
| 100-42220-362 | Insurance - Property | 1,480.20 |
| 100-42220-363 | Insurance - Automotive | 1,458.00 |
| 100-42220-365 | Insurance - Misc | 1,770.63 |
| 100-42220-383 | Gas Utility | 965.95 |

Account Summary

| Account Number | Account Name | Payment Amount |
|----------------|---------------------------|----------------|
| 100-42220-384 | Refuse Disposal | 44.10 |
| 100-42220-404 | Repairs & Maint - M&E | 1,408.00 |
| 100-42220-405 | Repairs & Maint - Vehicl | 76.36 |
| 100-42500-381 | Electric Utility | 29.80 |
| 100-43100-211 | Cleaning Supplies | 414.84 |
| 100-43100-212 | Motor Fuels | 224.09 |
| 100-43100-215 | Materials & Equipment | 102.71 |
| 100-43100-217 | Other Operating Supplie | 1,956.54 |
| 100-43100-241 | Small Tools | 532.95 |
| 100-43100-361 | Insurance - General Liabi | 1,652.62 |
| 100-43100-362 | Insurance - Property | 2,568.00 |
| 100-43100-363 | Insurance - Automotive | 2,258.00 |
| 100-43100-365 | Insurance - Misc | 1,470.63 |
| 100-43100-383 | Gas Utility | 1,632.33 |
| 100-43100-384 | Refuse Disposal | 88.98 |
| 100-43100-404 | Repairs & Maint - M&E | 175.26 |
| 100-43100-405 | Repairs & Maint - Vehicl | 11,138.97 |
| 100-43100-480 | Other Miscellaneous | 1,000.00 |
| 100-45120-326 | Data Processing | 1,080.00 |
| 100-45120-361 | Insurance - General Liabi | 127.22 |
| 100-45202-217 | Other Operating Supplie | 114.49 |
| 100-45202-361 | Insurance - General Liabi | 614.88 |
| 100-45202-362 | Insurance - Property | 15,497.00 |
| 100-45202-363 | Insurance - Automotive | 331.00 |
| 100-45202-365 | Insurance - Misc | 778.63 |
| 100-45202-384 | Refuse Disposal | 48.99 |
| 211-36231 | Private Grants | 548.08 |
| 211-45501-326 | Data Processing | 175.00 |
| 211-45501-331 | Travel Expense | 40.22 |
| 211-45501-361 | Insurance - General Liabi | 627.14 |
| 211-45501-362 | Insurance - Property | 2,720.00 |
| 211-45501-383 | Gas Utility | 794.10 |
| 225-45127-321 | Telephone | 26.68 |
| 225-45127-361 | Insurance - General Liabi | 348.34 |
| 225-45127-362 | Insurance - Property | 12,828.00 |
| 225-45127-365 | Insurance - Misc | 1,021.00 |
| 225-49950-500 | Capital Outlay | 364.08 |
| 230-45124-326 | Data Processing | 1,080.00 |
| 230-45124-361 | Insurance - General Liabi | 359.85 |
| 230-45124-365 | Insurance - Misc | 1,294.00 |
| 235-42153-217 | Other Operating Supplie | 214.18 |
| 235-42153-321 | Telephone | 114.23 |
| 235-42153-323 | Radio Units | 71.85 |
| 235-42153-326 | Data Processing | 2,184.00 |
| 235-42153-334 | Meals/Lodging | 477.08 |
| 235-42153-361 | Insurance - General Liabi | 1,281.62 |
| 235-42153-362 | Insurance - Property | 986.80 |
| 235-42153-363 | Insurance - Automotive | 1,022.00 |
| 235-42153-383 | Gas Utility | 643.98 |
| 235-42153-384 | Refuse Disposal | 29.40 |
| 235-42153-404 | Repairs & Maint - M&E | 16.99 |
| 235-42153-405 | Repairs & Maint - Vehicl | 165.75 |
| 250-46520-200 | Office Supplies | 58.31 |
| 250-46520-301 | Auditing & Consulting Se | 1,960.00 |
| 250-46520-331 | Travel Expense | 335.44 |
| 250-46520-334 | Meals/Lodging | 91.43 |
| 250-46520-362 | Insurance - Property | 3,428.00 |
| 250-46520-365 | Insurance - Misc | 640.85 |

Account Summary

| Account Number | Account Name | Payment Amount |
|----------------|---------------------------|----------------|
| 250-46520-439 | Special Projects | 1,971.00 |
| 250-49980-602 | Other Long-Term Obliga | 32,300.00 |
| 401-49950-501 | Capital Outlay - Police | 4,677.71 |
| 401-49950-503 | Capital Outlay - Streets | 2,827.75 |
| 601-16440 | Motor Vehicles | 291.99 |
| 601-49400-216 | Chemicals and Chemical | 434.50 |
| 601-49400-217 | Other Operating Supplie | 163.32 |
| 601-49400-241 | Small Tools | 42.97 |
| 601-49400-321 | Telephone | 0.34 |
| 601-49400-322 | Postage | 229.05 |
| 601-49400-326 | Data Processing | 1,467.28 |
| 601-49400-361 | Insurance - General Liabi | 3,125.46 |
| 601-49400-362 | Insurance - Property | 5,832.00 |
| 601-49400-363 | Insurance - Automotive | 455.00 |
| 601-49400-365 | Insurance - Misc | 778.63 |
| 601-49400-404 | Repairs & Maint - M&E | 4,525.97 |
| 602-10400 | Investments - Current | 1,000,000.00 |
| 602-16200 | Buildings | 441,446.00 |
| 602-49450-217 | Other Operating Supplie | 33.33 |
| 602-49450-310 | Lab Testing | 1,603.60 |
| 602-49450-321 | Telephone | 0.34 |
| 602-49450-322 | Postage | 229.05 |
| 602-49450-326 | Data Processing | 1,467.28 |
| 602-49450-361 | Insurance - General Liabi | 3,910.55 |
| 602-49450-362 | Insurance - Property | 6,442.00 |
| 602-49450-363 | Insurance - Automotive | 863.00 |
| 602-49450-365 | Insurance - Misc | 840.63 |
| 602-49450-383 | Gas Utility | 1,495.42 |
| 602-49450-384 | Refuse Disposal | 89.98 |
| 602-49450-404 | Repairs & Maint - M&E | 2,275.65 |
| 604-14200 | Inventory | 4,886.66 |
| 604-16300 | Improvements Other Th | 14,529.90 |
| 604-16400 | Machinery & Equipment | 2,437.88 |
| 604-16410 | A/D - Machinery & Equi | 19,551.38 |
| 604-16440 | Motor Vehicles | 140.28 |
| 604-37490 | Gain on Sale | 3,766.54 |
| 604-49550-217 | Other Operating Supplie | 33.34 |
| 604-49550-218 | Uniforms | 433.00 |
| 604-49550-241 | Small Tools | 99.99 |
| 604-49550-263 | Merchandise for Resale - | 218,928.94 |
| 604-49550-310 | Lab Testing | 48.18 |
| 604-49550-315 | Energy Development | 861.64 |
| 604-49550-321 | Telephone | 0.34 |
| 604-49550-322 | Postage | 229.05 |
| 604-49550-326 | Data Processing | 1,934.18 |
| 604-49550-350 | Printing & Design | 209.43 |
| 604-49550-361 | Insurance - General Liabi | 17,305.44 |
| 604-49550-362 | Insurance - Property | 19,759.00 |
| 604-49550-363 | Insurance - Automotive | 2,187.00 |
| 604-49550-365 | Insurance - Misc | 832.63 |
| 604-49550-384 | Refuse Disposal | 88.98 |
| 604-49550-402 | Repairs & Maint - Struct | 486.85 |
| 604-49550-404 | Repairs & Maint - M&E | 17.43 |
| 604-49550-405 | Repairs & Maint - Vehicl | 14.63 |
| 604-49550-406 | Repairs & Maint - Groun | 34.17 |
| 604-49550-408 | Repairs & Maint - Distrib | 1,057.85 |
| 604-49550-450 | Conservation | 2,804.35 |
| 609-49751-211 | Cleaning Supplies | 48.57 |

Account Summary

| Account Number | Account Name | Payment Amount |
|----------------|----------------------------|----------------|
| 609-49751-217 | Other Operating Supplie | 66.04 |
| 609-49751-251 | Liquor | 18,338.96 |
| 609-49751-252 | Beer | 37,688.64 |
| 609-49751-253 | Wine | 5,953.81 |
| 609-49751-254 | Soft Drinks & Mix | 255.53 |
| 609-49751-257 | Ice | 45.68 |
| 609-49751-259 | Non- Alcoholic | 87.61 |
| 609-49751-261 | Other Merchandise | 49.52 |
| 609-49751-333 | Freight and Express | 468.33 |
| 609-49751-361 | Insurance - General Liabi | 9,335.45 |
| 609-49751-362 | Insurance - Property | 1,929.00 |
| 609-49751-384 | Refuse Disposal | 149.00 |
| 609-49751-409 | Repairs & Maint - Utilitie | 125.00 |
| 614-49870-200 | Office Supplies | 71.16 |
| 614-49870-211 | Cleaning Supplies | 21.33 |
| 614-49870-217 | Other Operating Supplie | 179.99 |
| 614-49870-227 | Utility System Maint Sup | 7.99 |
| 614-49870-304 | Legal Fees | 269.20 |
| 614-49870-321 | Telephone | 0.33 |
| 614-49870-322 | Postage | 229.05 |
| 614-49870-326 | Data Processing | 4,433.88 |
| 614-49870-350 | Printing & Design | 149.60 |
| 614-49870-361 | Insurance - General Liabi | 7,450.22 |
| 614-49870-362 | Insurance - Property | 4,575.00 |
| 614-49870-363 | Insurance - Automotive | 658.00 |
| 614-49870-365 | Insurance - Misc | 778.63 |
| 614-49870-383 | Gas Utility | 268.42 |
| 614-49870-384 | Refuse Disposal | 77.98 |
| 614-49870-405 | Repairs & Maint - Vehicl | 5.58 |
| 614-49870-441 | Transmission Fees | 161.36 |
| 614-49870-442 | Subscriber Fees | 28,932.02 |
| 614-49870-443 | Intergovernmental Fees | 1,573.80 |
| 614-49870-445 | Switch Fees | 181.25 |
| 614-49870-447 | Internet Expense | 2,327.50 |
| 614-49870-451 | Call Completion | 73.82 |
| 615-16200 | Buildings | 6,534.27 |
| 615-49850-200 | Office Supplies | 14.50 |
| 615-49850-211 | Cleaning Supplies | 14.95 |
| 615-49850-215 | Materials & Equipment | 12.88 |
| 615-49850-217 | Other Operating Supplie | 530.00 |
| 615-49850-241 | Small Tools | 143.76 |
| 615-49850-301 | Auditing & Consulting Se | 1,677.40 |
| 615-49850-326 | Data Processing | 1,080.00 |
| 615-49850-361 | Insurance - General Liabi | 1,015.85 |
| 615-49850-362 | Insurance - Property | 7,783.00 |
| 615-49850-363 | Insurance - Automotive | 318.00 |
| 615-49850-365 | Insurance - Misc | 804.63 |
| 615-49850-384 | Refuse Disposal | 137.00 |
| 615-49850-402 | Repairs & Maint - Struct | 7,763.77 |
| 615-49850-404 | Repairs & Maint - M&E | 1,655.54 |
| 615-49850-406 | Repairs & Maint - Groun | 264.00 |
| 617-49860-200 | Office Supplies | 30.27 |
| 617-49860-211 | Cleaning Supplies | 299.23 |
| 617-49860-251 | Liquor | 320.09 |
| 617-49860-252 | Beer | 182.57 |
| 617-49860-254 | Soft Drinks & Mix | 98.88 |
| 617-49860-361 | Insurance - General Liabi | 1,120.75 |
| 617-49860-362 | Insurance - Property | 2,837.00 |

Account Summary

| Account Number | Account Name | Payment Amount |
|---------------------|----------------------------|---------------------|
| 617-49860-363 | Insurance - Automotive | 106.00 |
| 617-49860-365 | Insurance - Misc | 69.40 |
| 617-49860-384 | Refuse Disposal | 64.99 |
| 617-49860-404 | Repairs & Maint - M&E | 1,069.89 |
| 617-49860-406 | Repairs & Maint - Groun | 25.85 |
| 617-49860-409 | Repairs & Maint - Utilitie | 65.00 |
| 617-49860-480 | Other Miscellaneous | 47.95 |
| 651-46520-480 | Other Miscellaneous | 7,160.00 |
| 700-21707 | Union Dues | 1,806.82 |
| 700-21708 | PD Union Dues | 357.00 |
| 700-21709 | Wage Levy | 113.52 |
| 700-21712 | Flex Account | 1,235.87 |
| 700-21715 | Individual Insurance-Afla | 320.22 |
| 700-21716 | Individual Insurance-Afla | 641.25 |
| 700-21717 | Individual Insurance-MB | 4.84 |
| 700-21719 | Individual Insurance-MB | 103.59 |
| 700-21720 | VEBA Contributions | 12,187.65 |
| 700-21722 | HSA Contribution | 2,395.87 |
| Grand Total: | | 2,137,113.54 |

Project Account Summary

| Project Account Key | Payment Amount |
|---------------------|---------------------|
| **None** | 2,137,113.54 |
| Grand Total: | 2,137,113.54 |

LA
3-28-19

RESOLUTION #2019-

INTRODUCED:

SECONDED:

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

PROCLAMATION 2019 FLOOD ASSISTANCE APPRECIATION

WHEREAS, the Mayor and City Council of the City of Windom determined that a flooding situation existed within the city due to snow melt and rain events encountered in March 2019; and

WHEREAS, on March 19, 2019, the Mayor and City Council declared this situation to be a local emergency; and

WHEREAS, in an effort to reduce the impact of additional flooding within the city, volunteers, high school students, firefighters, and City and County staff provided assistance with filling, distributing and placement of sandbags; and

WHEREAS, the City of Windom also received food donations from local businesses and individuals for distribution to the volunteers working during the sandbagging activities.

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

The Mayor and Council wish to sincerely thank and recognize all the volunteers and especially Windom Area High School students who assisted with the sandbagging efforts and those businesses and individuals who provided donations of food and water for the volunteers.

Everyone working together helped to reduce the impact of flooding throughout the Community. For those efforts, the Windom City Council and citizens of Windom are extremely grateful.

Adopted by the Council this 2nd day of April, 2019.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

RESOLUTION #2019-

INTRODUCED:

SECONDED:

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

2019 NATIONAL LIBRARY WEEK PROCLAMATION

WHEREAS, today's libraries are not just about books but what they do for and with people; and

WHEREAS, libraries of all types are at the heart of cities, towns, schools and campuses; and

WHEREAS, libraries have long served as trusted and treasured institutions where people of all backgrounds can be together and connect; and

WHEREAS, libraries and librarians build strong communities through transformative services, programs and expertise; and

WHEREAS, libraries, which promote the free exchange of information and ideas for all, are cornerstones of democracy; and

WHEREAS, libraries promote civic engagement by keeping people informed and aware of community events and issues; and

WHEREAS, librarians and library workers partner with other civic organizations to make sure their community's needs are being met; and

WHEREAS, libraries and librarians empower their communities to make informed decisions by providing free access to information; and

WHEREAS, libraries are a resource for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status, by offering services and educational resources that transform lives and strengthen communities; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the week of April 7-13, 2019, is proclaimed National Library Week. All residents are encouraged to visit the library this week and explore what's new at your library, and engage with your librarian. Because of you, Libraries Transform.

Adopted by the Council this 2nd day of April, 2019.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

ACTION ITEM



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

TO: CITY COUNCIL
FROM: DREW HAGE, DEVELOPMENT DIRECTOR
CC MEETING DATE: APRIL 2, 2019
RE: DEED REDEVELOPMENT GRANT & HOUSING NEED
DEPT: Development Department
CONTACT: Drew Hage, Development Director, at 832-8661 or drew.hage@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following actions at this meeting:

1. Discuss the DEED Redevelopment Grant (at the time of this memo the grant awards have not been announced).
 2. Discuss the housing need in Windom.
-

Issue Summary/Background

At the Special Council Meeting on January 22, 2019, the City Council approved a motion to apply for the DEED Redevelopment Grant. A formal resolution was approved at the City Council meeting on February 5, 2019. The grant application was completed and submitted on time.

Staff attended a manufacturing focus group on March 26, 2019. Windom businesses in attendance at that meeting represented 1,500+ jobs in our community. Windom has been fortunate to see significant business investment. However additional housing options are needed to keep up with the demand.

The Windom EDA has been working with several housing developers who want to invest in Windom. Numerous public meetings have been held to discuss potential locations for new multi-family and single-family development. Various locations have been discussed with community members and interested developers. These sites have been compared on objective criteria that include: buffer between existing single family and the proposed market-rate apartments, buffer between new single family and the proposed market-rate apartment building, impact on traffic to the neighborhood, proximity to amenities, and development costs.

The Economic Development Authority has a SMART Goal to seek approval for a site for the 46-unit market-rate apartment building by the end of March 2019. This goal fits into the City Council's vision for growing our community to a population of 5,000 by 2020.

The City Council will be able to base its decisions upon many factors. These factors include community input (from the housing meetings and the online survey), the criteria outlined above, and their own

thoughts about how this project fits into the community. The market-rate apartment developers want to move forward with a project in 2019. The City has been working with one of the developers on a market-rate apartment project since 2016.

Fiscal Impact

The cost for the residential development will depend on which site is selected. These costs will be split with potential developers as additional information is received and agreements considered.

The total potential new investment in housing depends on what site is selected and the number of units and lots. Should these housing units be developed, there will be an increase in property taxes generated and a positive impact to the local economy.

Attachments

1. Refer to the City's Website for presentations and other information regarding the multi-family housing meetings:

<https://www.windom-mn.com/communitymeetings/>

DH

RESOLUTION #2019-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

**A RESOLUTION AWARDING THE CONTRACT FOR THE PROJECT
ENTITLED "2019 HANGAR AND TAXILANE CONSTRUCTION PROJECT"**

WHEREAS, pursuant to an advertisement for bids for the project entitled "2019 Hangar and Taxilane Construction Project", bids were received, opened and tabulated according to law, and the following bids were in compliance with the advertisement:

| | Base Bid | Alternate #1 | Total Bid |
|---------------------------------|-----------------|---------------------|------------------|
| APX Construction Group LLC | \$434,999.96 | \$10,567.00 | \$445,566.96 |
| Salonek Concrete & Construction | \$442,781.00 | \$ 7,500.00 | \$450,281.00 |
| Sussner Construction, Inc. | \$485,000.00 | \$ 7,000.00 | \$492,000.00 |

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

| | Base Bid | Alternate #1 | Total Bid |
|----------------------------|-----------------|---------------------|------------------|
| APX Construction Group LLC | \$434,999.96 | \$10,567.00 | \$445,566.96 |

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

1. Bid award is contingent upon issuance of a Grant Offer of Federal funding from the Federal Aviation Administration and the State of Minnesota Department of Transportation.
2. A "Notice of Award" shall be issued to the above low bidder.
3. 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 "2019 Hangar and Taxilane Construction Project" according to the plans and specifications approved by the City Council and on file in the Office of the City Administrator.
4. 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 2nd day of April, 2019.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

ACTION ITEM



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

TO: City Council
FROM: Steve Nasby, City Administrator
DATE: March 28, 2019
RE: Airport Hanger Construction Project
DEPT: Administration
CONTACT: Steve Nasby: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Approval of the bid for airport hangar construction to APX Construction for both the base project and Alternate #1.
2. Approval of the professional services agreement with Short Elliott Hendrickson (SEH) Inc.

Issue Summary/Background

In 2017 the Airport Commission identified the construction of new hangar space as a priority. As such, the project was put into the CIP for 2018 and the project was designed and bid. Bids that were received in 2018 (two rounds of bidding) were in excess of the engineer's estimate and the budget available for the project so it was postponed to 2019.

Earlier this year the hangar construction project was re-bid and three bids were received. The two lowest bids were very close to the engineer's estimate of \$441,450. A bid tabulation and memorandum from the engineers (SEH) is included for your information. Both City staff and SEH Inc. are recommending award of the bid to APX Construction for the base bid and Alternate #1.

Fiscal Impact

Total project cost is estimated to be \$503,566.96 which includes the construction of the hangers, engineering costs and City administrative costs. These costs will be split by the funding agencies to include 90% from FAA, 5% State of Minnesota and 5% City of Windom. As such, the City of Windom's share will be \$25,178.35. Some funds for the project were previously allocated in the City's CIP budget and the balance will come from the Airport operational budget.

Currently the City has \$554,373 of FAA funds available for the project so the 90% federal share of the proposed project of \$453,210 can easily be paid out of our FAA allocation. The City of Windom does owe the City of Red Wing a reimbursement of \$150,000 in federal funds which are planned on being repaid in late 2019 or early 2020 when the City receives its next round of federal funding.

Attachments

1. Memorandum from SEH Inc. regarding their recommendation on awarding the project bid.
2. Bid tabulation
3. Professional Services Agreement between the City of Windom and SEH Inc.



TO: Steve Nasby, City Administrator
City of Windom, Minnesota

FROM: Lindsay Reidt, PE

DATE: March 28, 2019

RE: Construction Contract Award Recommendation
SEH No. WINDM 145757 14.00

PROJECT SCOPE:

Competitive bids were received for the 2019 Hangar Construction project at the Windom Municipal Airport. The project includes the addition of two hangars units on existing multi-unit hangars (two existing buildings, one new unit per building).

Bid RESULTS – 2019 Hangar Construction:

On Thursday March, 14, 2019, contractors submitted bids for the 2019 Hangar Construction project. The Engineer’s estimate for the project was \$441,450. Three (3) bids were submitted, with the results as follows:

| <u>Contractor</u> | <u>Bid Amount</u> |
|---------------------------------|-------------------|
| APX Construction Group, LLC. | \$445,566.96 |
| Salonek Concrete & Construction | \$450,281.00 |
| Sussner Construction, Inc. | \$492,000.00 |

SEH RECOMMENDATION:

Based on the outcome of the bids and the company reputations, it is our recommendation that the City of Windom award the 2019 Hangar Construction project to APX Construction Group, LLC., contingent on reception of the FAA and MnDOT Aeronautics grant.

In reliance on our experience with the contractors and information provided in the bid packages, we have determined that they have a sufficient understanding of the project and equipment to perform the construction for which it bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

PROJECT COST SUMMARY:

The following table summarizes the costs of the components for this year’s federal and state grant:

| | |
|---|----------------------|
| 2019 Hangar Construction (APX Construction Group, LLC) | \$ 445,566.96 |
| Construction Administration Engineering (SEH) (Obstructions & Gate) | \$ 53,000.00 |
| <u>Administration (City of Windom)</u> | <u>\$ 5,000.00</u> |
| TOTAL PROJECT COSTS (APPROX): | \$ 503,566.96 |

The project is eligible for a federal grant (FAA) funding at 90 percent of project costs and a state grant at 5 percent of the project costs. Ultimately, it is expected the local share (City of Windom) for the project will be approximately \$25,178.35. Since the final eligibility determination is made once the grant application is submitted, there may be some changes in the final local share.



TABULATION OF BIDS

| 2018 Hangar and Taxilane Construction Windom Municipal Airport - Windom, MN SEH No.: WINDM 145757 Bid Date: 2:00 p.m., Thursday, May 31, 2018 | | | | Engineer's Estimate \$441,450.00 | | APX Construction Group LLC 1820 Willow Street Mankato, MN 56001 \$445,566.96 | | Salonek Concrete & Construction 12 W. Lincoln St. Springfield, MN 56087 \$450,281.00 | | Sussner Construction, Inc. 305 Legion Field Road Marshall, MN 56258 \$492,000.00 | |
|--|--|------|---------------|-------------------------------------|---------------------|---|---------------------|---|---------------------|---|---------------------|
| Item No. | Item | Unit | Est. Quantity | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| 2021.501 | Mobilization | LS | 1 | \$85,000.00 | \$85,000.00 | \$86,147.00 | \$86,147.00 | \$86,981.00 | \$86,981.00 | none given | |
| 2051.501 | Maintenance & Restoration of Haul Roads | LS | 1 | 5,000.00 | 5,000.00 | 5,500.00 | 5,500.00 | 5,600.00 | 5,600.00 | none given | |
| 2231.501 | Bituminous Patch - Special | LS | 1 | 15,000.00 | 15,000.00 | 14,625.00 | 14,625.00 | 12,000.00 | 12,000.00 | none given | |
| 2301.501 | Hangar Foundation/Floor Design & Construction (Hangar 1) | LS | 1 | 70,000.00 | 70,000.00 | 76,637.00 | 76,637.00 | 67,000.00 | 67,000.00 | none given | |
| 2301.502 | Hangar Foundation/Floor Design & Construction (Hangar 2) | LS | 1 | 45,000.00 | 45,000.00 | 54,538.00 | 54,538.00 | 45,000.00 | 45,000.00 | none given | |
| 13133.501 | Pre-Engineered Building System (Hangar 1) | LS | 1 | 100,000.00 | 100,000.00 | 101,151.86 | 101,151.86 | 126,000.00 | 126,000.00 | none given | |
| 13133.502 | Pre-Engineered Building System (Hangar 2) | LS | 1 | 60,000.00 | 60,000.00 | 63,723.19 | 63,723.19 | 66,000.00 | 66,000.00 | none given | |
| 13133.503 | Bi-Fold Door Hangar 1 - See plan sheets for sizing | LS | 1 | 25,000.00 | 25,000.00 | 14,933.64 | 14,933.64 | 17,000.00 | 17,000.00 | none given | |
| 13133.504 | Bi-Fold Door Hangar 2 - See plan sheets for sizing | LS | 1 | 15,000.00 | 15,000.00 | 13,544.27 | 13,544.27 | 12,000.00 | 12,000.00 | none given | |
| P-156-5.1 | Silt Fence Type Preassembled (Incl. Mtce.) | LF | 300 | 3.50 | 1,050.00 | 4.00 | 1,200.00 | 4.00 | 1,200.00 | none given | |
| P-156-5.2 | Inlet Protection | EA | 2 | 200.00 | 400.00 | 500.00 | 1,000.00 | 500.00 | 1,000.00 | none given | |
| T-901-5.1 | Turf Establishment | LS | 1 | 2,500.00 | 2,500.00 | 2,000.00 | 2,000.00 | 3,000.00 | 3,000.00 | none given | |
| TOTAL BASE BID PRICE | | | | | \$423,950.00 | | \$434,999.96 | | \$442,781.00 | | \$485,000.00 |
| Alternate 1 - Floor Insulation | | | | | | | | | | | |
| 13133.505 | Floor Insulation | LS | 1 | 17,500.00 | 17,500.00 | 10,567.00 | 10,567.00 | 7,500.00 | 7,500.00 | 7,000.00 | 7,000.00 |
| TOTAL BID PRICE (BASE BID + ALTERNATE) | | | | | \$441,450.00 | | \$445,566.96 | | \$450,281.00 | | \$492,000.00 |

ARCHITECT/ENGINEER AGREEMENT
Between

City of Windom

(OWNER)

and

Short Elliott Hendrickson Inc.

(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the City of Windom, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

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

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

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

2019 Hangar Construction,

hereinafter referred to as the Project.

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

ARTICLE 2. PERIOD OF SERVICE

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

ARTICLE 3. COMPENSATION TO CONSULTANT

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

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

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

2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14E, dated September 30, 2014, and as further defined as follows:

- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
- b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.
- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:
 - 1) Travel and subsistence.

- 2) Computer services.
 - 3) Outside professional and technical services.
 - 4) Identifiable reproduction and reprographic charges.
 - 5) Expendable field supplies and special field equipment rental.
 - 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
- d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

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

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

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

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

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

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

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

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

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

ARTICLE 6. DISPUTE RESOLUTION

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

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

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

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

ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

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

ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
 3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
 4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
 5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

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

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.
 10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
 11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
 12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
 13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.
- B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and

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

ARTICLE 11. CONSTRUCTION PHASE SERVICES

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

ARTICLE 12. INSURANCE

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

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

principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

ARTICLE 13. INDEPENDENT CONTRACTOR

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

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

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

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

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 16. FEDERAL CONTRACT CLAUSES

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

- \$10,000 or less
- \$10,001 to \$25,000
- \$25,001 to \$100,000 or
- \$100,001 and over

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

ARTICLE 17. ASSIGNMENT

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

ARTICLE 18. NOTICES

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

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

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

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

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. MINNESOTA DATA PRACTICES ACT

OWNER is subject to all of the provisions of the Minnesota Government Data Practices Act ("MGDPA") which is currently codified at Minnesota Statutes Section 13.01 through Section 13.90. Based on the MGDPA, OWNER shall have the unconditional right to provide this Agreement, all data created as result of this Agreement, and all data which is related to this Agreement to any individual or entity if required by the MGDPA. The terms of this Article shall take precedence over and control over any other conflicting terms contained in this Agreement.

ARTICLE 21. SPECIAL CONDITIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

City of Windom

OWNER

Short Elliott Hendrickson Inc.

CONSULTANT

By _____

By _____

Attest _____

Attachments: A, B, C

Attachment A
Project Scope and Scope of Engineering Services
2019 Hangar Construction
Windom Municipal Airport
Windom, Minnesota

CONSTRUCTION ADMINISTRATION / OBSERVATION / CLOSEOUT

| |
|--------------------------------------|
| Project Description and Scope |
|--------------------------------------|

This project consists of construction administration services for construction of the addition of two hangars on existing city-owned multi-unit hangars previously constructed. The hangar structures will be a pre-engineered steel-framed building assembled from standard components of a manufacturer and include bi-fold doors. Foundations and structural details will be supplied by the manufacturer.

This proposal will provide engineering services associated with the construction phase of the project. The time of substantial completion for construction is 90 calendar days. It is anticipated that work will be performed during the weekdays, with occasional work on Saturday. Materials are expected to be ordered upon receipt of the grant and construction is anticipated to start dependent on the schedule of the building materials.

SCOPE OF SERVICES:

Services to be provided for under this proposal include professional engineering for construction observation, management and administration. Specific tasks to be performed by SEH include the following:

1. **Establish Survey Control.** SEH will provide survey control for the project. Control points for horizontal and vertical control will be established and provided to the Contractor.
2. **Preconstruction Activities.** A preconstruction conference will be held prior to beginning construction to outline and discuss project requirements, administration procedures, and other construction related information. SEH will administer the preconstruction conference, issue notifications, and record meeting minutes.
3. **Submittal and Shop Drawing Review.** SEH will review product and material data, shop drawings, building layout, foundation and slab review, material samples, concrete mixture design, samples, and other items required to be submitted by the contractor.
4. **Construction Observation.** SEH will provide periodic construction observation for the duration of construction. A Resident Project Representative (RPR) will be on-site periodically to assist in ensuring that construction is performed in accordance with contract documents. The RPR will document and record construction progress through a daily journal and weekly progress reports.
5. **Progress Meetings.** It is anticipated that a minimum of two progress meetings will be scheduled during construction. Additional meetings will be scheduled as needed. The progress meeting will be attended either in person or by conference call by SEH, including the RPR, project manager, and/or other staff as needed or required.
6. **Pay Estimates.** SEH will prepare multiple partial pay estimates and one final pay estimate upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates.
7. **Final Inspection / Punchlist.** A final inspection will be conducted by SEH after completion of the project. SEH will issue notifications and prepare a punchlist of any outstanding items needing correction.

8. Record Drawings. Record drawings will incorporate any modifications or additions that occurred during construction. A final plan set will be plotted and distributed to the City for their records.
9. As-Built ALP Update. Update Airport Layout Plan with hangar location. The Airport Layout Plan Sheet and the Building Area Plan will be updated and routed to the City, MnDOT and FAA.
10. FAA Project Closeout Report. The Consultant will prepare a "Project Closeout Report" as required by the FAA and using "Sponsors Guide to Quality Project Closeout Report Requirements" (FAA Publication).
11. Project Management. Time required for the overall administering of the project, including preparing contract modifications, reviewing quality control and testing results, and coordination with the City, Contractor, FAA, Mn/DOT, and other regulatory agencies and utilities.

Subconsultants performing work under this proposal include the following:

1. Braun Intertec, Inc. Quality assurance testing for compaction and concrete work will be performed by Braun Intertec of St. Cloud, Minnesota.
2. Barr Engineering. Electrical reviews and inspections will be completed by Barr Engineering of Bloomington, Minnesota.

ATTACHMENT B
ESTIMATED FEES AND EXPENSES
2019 Hangar Construction
Construction Observation, Administration and Closeout
Windom Municipal Airport

| Task No. | Task Description | Project Manager | Project Engineer | Project Architect | Senior Technician | Admin Technician |
|----------|---------------------------------------|-----------------|------------------|-------------------|-------------------|------------------|
| 1 | Established Survey Control | 0 | 0 | 0 | 5 | 0 |
| 2 | Preconstruction Activities | 5 | 5 | 4 | 0 | 0 |
| 3 | Submittal and Shop Drawing Review | 2 | 10 | 10 | 0 | 0 |
| 4 | Construction Observation | 8 | 100 | 5 | 0 | 0 |
| 5 | Progress Meetings | 8 | 15 | 5 | 5 | 0 |
| 6 | Pay Estimates | 6 | 8 | 4 | 0 | 2 |
| 7 | Final Inspection/Punchlist | 6 | 15 | 5 | 5 | 0 |
| 8 | Record Drawings | 2 | 6 | 2 | 5 | 0 |
| 9 | As-Built ALP Update | 2 | 2 | 0 | 2 | 0 |
| 10 | FAA Project Close-out Report | 1 | 4 | 0 | 1 | 4 |
| 11 | Project Management | 10 | 10 | 5 | 2 | 2 |
| | Total hours per labor category | 50 | 175 | 40 | 25 | 8 |

ESTIMATE OF LABOR COSTS:

| Labor Category | Hours | Rate | Extension |
|--|------------|---------|--------------------|
| Project Manager | 50 | \$52.70 | \$2,635.00 |
| Project Engineer | 175 | \$30.45 | \$5,328.75 |
| Project Architect | 40 | \$49.03 | \$1,961.20 |
| Senior Technician | 25 | \$35.26 | \$881.50 |
| Admin Technician | 8 | \$26.24 | \$209.92 |
| Total Direct Labor Costs: | 298 | | \$11,016.37 |
| Salary Overhead (35%) | | | \$3,855.73 |
| General and Administrative Overhead (137%) | | | \$15,092.43 |
| Total Labor Costs | | | \$29,964.53 |
| Fee (15%) | | | \$4,494.68 |

ESTIMATE OF EXPENSES:

| Direct Expenses | Quantity | Rate | Extension |
|---|----------|------------|--------------------|
| Employee Mileage | 5000 | \$0.58 | \$2,900.00 |
| Construction Auto Allowance | 15 | \$16.00 | \$240.00 |
| Per Diem | 15 | \$131.00 | \$1,965.00 |
| Quality Assurance Testing (Braun Intertec) | 1 | \$8,413.00 | \$8,413.00 |
| Electrical Subconsultant (Barr Engineering) | 1 | \$3,600.00 | \$3,600.00 |
| Equipment Usage | 298 | \$3.00 | \$894.00 |
| Reproductions / Miscellaneous | 1 | \$500.00 | \$500.00 |
| Total Expenses | | | \$18,512.00 |

SUMMARY:

| | |
|-------------------------------------|--------------------|
| Total Labor Costs + Expenses + Fees | \$52,971.21 |
| Estimated Total | \$53,000.00 |

ATTACHMENT C

ACCESS TO RECORDS AND REPORTS

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

BREACH OF CONTRACT TERMS

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

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

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

GENERAL CIVIL RIGHTS PROVISIONS

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

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

Title VI Solicitation Notice:

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

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

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

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

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

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES

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

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

A1.1.1 RACE/GENDER NEUTRAL LANGUAGE

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

TEXTING WHEN DRIVING

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL FAIR LABOR STANDARDS ACT

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

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

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

OCCUPATIONAL SAFETY AND HEALTH ACT

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

RIGHTS TO INVENTIONS

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

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

- a) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

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

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

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

Termination for Convenience (Professional Services)

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

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

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

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

Termination for Default (Professional Services)

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

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

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

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

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

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

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

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

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

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

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

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

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

RESOLUTION #2019-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

A RESOLUTION ADOPTING POST-ISSUANCE DEBT COMPLIANCE POLICY FOR TAX-EXEMPT AND TAX-ADVANTAGED GOVERNMENTAL BONDS

WHEREAS, the City of Windom, Minnesota (the “City”) from time to time will issue tax-exempt and tax-advantaged governmental bonds; and

WHEREAS, under the Internal Revenue Code of 1986, as amended, and related regulations (the “Code”), and the Securities and Exchange Commission (the “SEC”), the City is required to take certain actions after bond issuance to ensure that interest on those bonds remains in compliance with the Code and SEC; and

WHEREAS, the City has determined to adopt a policy regarding how the City will carry out its compliance responsibilities via written procedures, and to that end, has caused to be prepared documents titled Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures; and

WHEREAS, the City Council (the “Council”) of the City of Windom has reviewed the Post-Issuance Debt Compliance Policy in connection with the Post-Issuance Debt Compliance Procedures and has determined that it is in the best interest of the City to adopt the Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, that the Post-Issuance Debt Compliance Policy is hereby adopted; and

BE IT FURTHER RESOLVED, the City staff is authorized to take all actions necessary to carry out the Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures.

Adopted by the Council this 2nd day of April, 2019.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

ACTION ITEM



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

TO: City Council
FROM: Steve Nasby, City Administrator *Steve*
DATE: March 29, 2019
RE: Post Issuance Debt Compliance Policy
DEPT: Administration
CONTACT: Steve Nasby: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Approve a resolution updating the City's Post Issuance Debt Compliance Policy

Issue Summary/Background

The City of Windom has previously approved a Post Issuance Debt Compliance Policy as part of our role as an issuer of General Obligation bond debt. The policy covers both Internal Revenue Service (IRS) and Securities & Exchange Commission (SEC) requirements for issuers of debt. Since the last policy was adopted there have been changes in the IRS and SEC requirements so our financial advisors, Ehlers & Associates, is recommending that the City of Windom update our policy.

Fiscal Impact

The City of Windom pays an on-going annual fee to Ehlers & Associates to assist us with debt compliance activities. The nominal fee charged for this service is pro-rated and charged back to the account of the applicable bond account being serviced.

Attachments

1. Resolution approving Post Issuance Debt Compliance Policy
2. Debt Compliance Policy

City of Windom, Minnesota Post-Issuance Debt Compliance Policy

The City Council (the "Council") of the City of Windom, Minnesota (the "City") has chosen, by policy, to take steps to help ensure that all obligations will be in compliance with all applicable federal regulations. This policy may be amended, as necessary, in the future.

IRS Background

The Internal Revenue Service (IRS) is responsible for enforcing compliance with the Internal Revenue Code (the "Code") and regulations promulgated thereunder ("Treasury Regulations") governing certain obligations (for example: tax-exempt obligations, Build America Bonds, Recovery Zone Development Bonds and various "Tax Credit" Bonds). The IRS encourages issuers and beneficiaries of these obligations to adopt and implement a post-issuance debt compliance policy and procedures to safeguard against post-issuance violations.

SEC Background

The Securities and Exchange Commission (SEC) is responsible for enforcing compliance with the SEC Rule 15c2-12 (the "Rule"). Governments or governmental entities issuing obligations generally have a requirement to meet specific continuing disclosure standards set forth in continuing disclosure agreements ("CDA"). Unless the issuer, obligated person, or a specific obligation is exempt from compliance with CDAs, these agreements are entered into at the time of obligation issuance to enable underwriter(s) to comply with the Rule. The Rule sets forth certain obligations of (i) underwriters to receive, review and disseminate official statements prepared by issuers of most primary offerings of municipal securities, (ii) underwriters to obtain CDAs from issuers and other obligated persons to provide material event disclosure and annual financial information on a continuing basis, and (iii) broker-dealers to have access to such continuing disclosure in order to make recommendations of municipal securities transactions in the secondary market. The SEC encourages issuers and beneficiaries adopt and implement a post-issuance debt compliance policy and procedures to safeguard against Rule violations.

When obligations are issued, the CDA commits the issuer or obligated person to provide certain annual financial information and material event notices to the public. Issuers and other obligated persons may also choose to provide periodic, voluntary financial information and filings to investors in addition to fulfilling the specific responsibilities delineated in their CDA. It is important to note that issuers and other obligated persons should not give any one investor certain information that is not readily available to all market participants by disseminating information to the marketplace, at large. Issuers and other obligated persons should be aware that any disclosure activities determined to be "communicating to the market" can be subject to regulatory scrutiny.

Post-Issuance Debt Compliance Policy Objective

The City desires to monitor these obligations to ensure compliance with the IRS Code, Treasury Regulations and the SEC Rule. To help ensure compliance, the City has developed the following policy (the "Post-Issuance Debt Compliance Policy"). The Post-

Issuance Debt Compliance Policy shall apply to the obligations mentioned above, including bonds, notes, loans, lease purchase contracts, lines of credit, commercial paper or any other form of debt that is subject to compliance.

Post-Issuance Debt Compliance Policy

The Finance Director/Controller of the City is designated as the City's agent who is responsible for post-issuance compliance of these obligations.

The Finance Director/Controller shall assemble all relevant documentation, records and activities required to ensure post-issuance debt compliance as further detailed in corresponding procedures (the "Post-Issuance Debt Compliance Procedures"). At a minimum, the Post-Issuance Debt Compliance Procedures for each qualifying obligation will address the following:

1. General Post-Issuance Compliance
2. General Recordkeeping
3. Arbitrage Yield Restriction and Rebate Recordkeeping
4. Expenditure and Asset Documentation to be Assembled and Retained
5. Miscellaneous Documentation to be Assembled and Retained
6. Additional Undertakings and Activities that Support Sections 1 through 5 above
7. Continuing Disclosure Obligations
8. Compliance with Future Requirements

The Finance Director/Controller shall apply the Post-Issuance Debt Compliance Procedures to each qualifying obligation and maintain a record of the results. Further, the Finance Director/Controller will ensure that the Post-Issuance Debt Compliance Policy and Procedures are updated on a regular and as needed basis.

The Finance Director/Controller or any other individuals responsible for assisting the Finance Director/Controller in maintaining records needed to ensure post-issuance debt compliance, are authorized to expend funds as needed to attend training or secure use of other educational resources for ensuring compliance such as consulting, publications, and compliance assistance.

Most of the provisions of this Post-Issuance Debt Compliance Policy are not applicable to taxable governmental obligations unless there is a reasonable possibility that the City may refund their taxable governmental obligation, in whole or in part, with the proceeds of a tax-exempt governmental obligation. If this refunding possibility exists, then the Finance Director/Controller shall treat the taxable governmental obligation as if such issue were an issue of tax-exempt governmental obligations and comply with the requirements of this Post-Issuance Debt Compliance Policy.

Private Activity Bonds

The City may issue tax-exempt obligations that are "private activity" bonds because either (1) the bonds finance a facility that is owned by the City but used by one or more qualified 501(c)(3) organizations, or (2) the bonds are so-called "conduit bonds", where the proceeds are loaned to a qualified 501(c)(3) organization or another private entity that finances activities eligible for tax-exempt financing under federal law (such as certain manufacturing projects and certain affordable housing projects). Prior to the issuance of

either of these types of bonds, the Finance Director/Controller shall take steps necessary to ensure that such obligations will remain in compliance with the requirements of this Post-Issuance Debt Compliance Policy.

In a case where compliance activities are reasonably within the control of a private party (i.e., a 501(c)(3) organization or conduit borrower), the Finance Director/Controller may determine that all or some portion of compliance responsibilities described in this Post-Issuance Debt Compliance Policy shall be assigned to the relevant party. In the case of conduit bonds, the conduit borrower will be assigned all compliance responsibilities other than those required to be undertaken by the City under federal law. In a case where the Finance Director/Controller is concerned about the compliance ability of a private party, the Finance Director/Controller may require that a trustee or other independent third party be retained to assist with record keeping for the obligation and/or that the trustee or such third party be responsible for all or some portion of the compliance responsibilities.

The Finance Director/Controller is additionally authorized to seek the advice, as necessary, of bond counsel and/or its financial advisor to ensure the City is in compliance with this Post-Issuance Debt Compliance Policy.

Adopted this date April 2, 2019 by the City of Windom, Minnesota

AGREEMENT FOR POST-ISSUANCE DEBT COMPLIANCE POLICY AND PROCEDURES TEMPLATES

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

Effective as of April 18, 2012

Ehlers & Associates, Inc. ("Ehlers") and the City of Windom, Minnesota ("Client") do hereby mutually agree to the following with regard to post-issuance debt compliance policy and procedures templates. In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, it is agreed by and between Ehlers and Client as follows:

The tax-exempt status of a debt obligation is contingent on compliance with all applicable state and federal laws at the time of issuance and throughout the term of the obligation. Such compliance requires Client to undertake certain recordkeeping and computational activities. In an effort to assist Client with these activities, Ehlers will provide Client with post-issuance debt compliance policy and procedures templates, all as more particularly described in this Agreement.

EHLERS RESPONSIBILITIES - SCOPE

Ehlers agrees to provide the following:

1. initial post-issuance debt compliance policy and procedures templates;
2. updates to the post-issuance debt compliance policy and procedures templates as determined by the Client; and
3. post-issuance debt compliance training and consultation as determined by the Client.

FEE ARRANGEMENT

Ehlers will charge Client fees in accordance with the fee schedule set forth below.

| Fee Schedule | |
|--|------------------|
| Initial post-issuance debt compliance policy and procedures templates | \$500 |
| Updates to post-issuance debt compliance policy and procedures templates | \$200 per update |
| Post-issuance debt compliance training and consultation | \$200 per hour |

Ehlers will invoice Client for the amount due. The invoice is due and payable by the Client within 60 days of the invoice date.

LIMIT OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of Ehlers under this Agreement for any actions or omissions taken by Ehlers in the performance of this Agreement shall be limited to the fees paid by Client to Ehlers under this Agreement. The Client understands they are ultimately responsible for the sufficiency of the language of the post-issuance debt compliance policy and procedures, ensuring that the post-issuance debt compliance policy and procedures are implemented and updated on a regular and as needed basis. Client, and not Ehlers, shall be responsible for any payment due to the Internal Revenue Service, including any rebate amount or yield reduction payment and any interest or penalty for failure to make timely payments on any tax-exempt debt obligation. Under no circumstances shall any employee or agent of Ehlers have any personal liability arising out of this Agreement and no party shall seek or claim any such personal liability.

NO THIRD PARTY BENEFICIARY

No third party shall have any rights or remedies under this Agreement. This Agreement is made solely for the benefit of the parties hereto, and no other person, partnership, limited liability company, association, or corporation shall acquire or have any rights under this Agreement.

CONFIDENTIALITY: DISCLOSURE OF INFORMATION

Client Information All information, files, records, memoranda and other data of the Client ("Client Information") shall be deemed by the parties to be the property of Client. Ehlers may disclose Client Information to third parties in connection with the performance by it of its duties hereunder.

Ehlers Information Client acknowledges that in connection with the performance by Ehlers of its duties hereunder, Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of Ehlers ("Ehlers Information"). Client acknowledges that all Ehlers Information, except reports prepared by Ehlers for the Client, is confidential and proprietary to Ehlers, and agrees that Client will not, directly or indirectly, disclose the same or any part thereof to any person or entity except with the express written consent of Ehlers.

TERM / TERMINATION OF CONTRACT

This Agreement shall begin on the effective date stated above. Either party may terminate this Agreement with or without cause at any time by sending written notice of termination to the other party at least 30 days prior to the effective date of termination. Termination of this Agreement shall extend to the termination of all Addenda to this Agreement. Should this Agreement be terminated, Ehlers shall be relieved of all liability in connection with this Agreement and Addenda to this Agreement.

SEVERABILITY

To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.

ENTIRE AGREEMENT

There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Client and Ehlers other than as set forth herein. Except or otherwise expressly

provided herein, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Ehlers.

AMENDMENT

Ehlers and Client may mutually agree in writing to amend the terms covered by this Agreement (which amendment shall be reflected in an Addendum to this Agreement), including the scope and the fee arrangement, at any time. No modification, alteration, or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration, or amendment is reduced to writing and duly executed by both parties hereto.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

NOTICE

All notices given shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

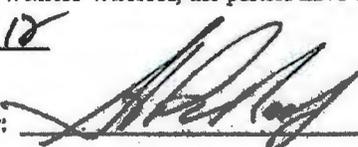
If to Client:

City of Windom
444 9th Street
P.O. Box 38
Windom, MN 56101-0038
Attention: City Administrator

If to Ehlers:

Ehlers & Associates, Inc.
3060 Centre Pointe Drive
Roseville, MN 55113
Attention: President

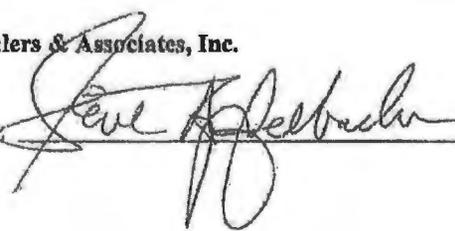
In Witness Whereof, the parties have executed this Agreement this 16th day of May, 2012

By: 

Title:

City Administrator
for Council approval 5-15-12

Ehlers & Associates, Inc.

By: 

Title:

PRESIDENT

City of Windom, Minnesota
Post-Issuance Debt Compliance Procedures

The City Council (the "Council") of the City of Windom, Minnesota (the "City") has adopted the attached Post-Issuance Debt Compliance Policy dated April 2, 2019. The Post-Issuance Debt Compliance Policy applies to qualifying debt obligations issued by the City. As directed by the adoption of the Post-Issuance Debt Compliance Policy, the Finance Director/Controller of the City will perform the following Post-Issuance Debt Compliance Procedures for all of the City's outstanding debt.

1) General Post-Issuance Compliance

- a) Ensure written procedures and/or guidelines have been put in place for individuals to follow when more than one person is responsible for ensuring compliance with Post-Issuance Debt Compliance Procedures.
- b) Ensure training and/or educational resources for post-issuance compliance have been approved and obtained.
- c) The Finance Director/Controller understands that there are options for voluntarily correcting failures to comply with post-issuance compliance requirements (e.g. as remedial actions under Section 1.141-12 of the Treasury Regulations and the ability to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31(the "VCAP Program")).

2) General Recordkeeping

- a) Retain records and documents for the obligation and all obligations issued to refund the obligation for a period of at least seven years following the final payment of the obligation. If an obligation is refunded, then the final payment of the refunding obligation becomes the beginning of the period unless otherwise directed by the City's bond counsel.
- b) Retain electronic (preferred) and/or paper versions of records and documents for the obligation.
- c) General records and documentation to be assembled and retained:
 - i) Description of the purpose of the obligation (i.e. the project or projects) and the state statute authorizing the project.
 - ii) Record of tax-exempt status or revocation of tax-exempt status, if applicable.
 - iii) Any correspondence between the City and the IRS.
 - iv) Audited financial statements.
 - v) All accounting audits of property financed by the obligation.
 - vi) Obligation transcripts, official statements, and other offering documents of the obligation.
 - vii) Minutes and resolutions authorizing the issuance of the obligation.
 - viii) Certifications of the issue price of the obligation.

- ix) Any formal elections for the obligation (i.e. an election to employ an accounting methodology other than the specific tracing method).
- x) Appraisals, demand surveys, or feasibility studies for property financed by the obligation.
- xi) All information reports filed for the obligations.
- xii) All management contracts and other service agreements, research contracts, and naming rights contracts.
- xiii) Documents related to governmental grants associated with construction, renovation or purchase of property financed by the obligation.
- xiv) Reports of any prior IRS examinations of the City or the City's obligation.
- xv) All correspondence related to the above (faxes, emails, or letters).

3) Arbitrage Yield Restriction and Rebate Recordkeeping

- a) Investment and arbitrage documentation to be assembled and retained:
 - i) An accounting of all deposits, expenditures, interest income and asset balances associated with each fund established in connection with the obligation. This includes an accounting of all monies deposited to the debt service fund to make debt service payments on the obligation, regardless of the source derived. Accounting for expenditures and assets is described in further detail in Section 4.
 - ii) Statements prepared by Trustee and/or Investment Provider.
 - iii) Documentation of at least quarterly allocations of investments and investment earnings to each obligation.
 - iv) Documentation for investments made with obligation proceeds such as:
 - (1) investment contracts (i.e. guaranteed investment contracts),
 - (2) credit enhancement transactions (i.e. obligation insurance contracts),
 - (3) financial derivatives (e.g. swaps, caps, and collars), and
 - (4) bidding of financial products:
 - (a) Investments acquired with obligation proceeds are purchased at fair market value (e.g. three bid safe harbor rule for open market securities needed in advance refunding escrows).
- b) Computations of the arbitrage yield.
- c) Computations of yield restriction and rebate amounts including but not limited to:
 - i) Compliance in meeting the "Temporary Period from Yield Restriction Exception" and limiting the investment of funds after the temporary period expires.
 - ii) Compliance in meeting the "Rebate Exception."
 - (1) qualifying for the "Small Issuer Exception,"
 - (2) qualifying for a "Spending Exception,"
 - (a) 6-Month Spending Exception
 - (b) 18-Month Spending Exception
 - (c) 24-Month Spending Exception
 - (3) qualifying for the "Bona Fide Debt Service Fund Exception," and

- (4) quantifying arbitrage on all funds established in connection with the obligation in lieu of satisfying arbitrage exceptions including reserve funds and debt service funds.
 - d) Computations of yield restriction and rebate payments.
 - e) Timely Tax Form 8038-T filing, if applicable.
 - i) Remit any arbitrage liability associated with the obligation to the IRS at each five-year anniversary date of the obligation, and the date in which the obligation is no longer outstanding (redemption or maturity date), whichever comes sooner, within 60 days of said date.
 - f) Timely Tax Form 8038-R filing, if applicable.
 - i) Remit the form after the date in which the obligation is no longer outstanding (redemption or maturity date), whichever comes sooner, within 2 years of said date.
 - g) Procedures or guidelines for monitoring instances where compliance with applicable yield restriction requirements depends on subsequent reinvestment of obligation proceeds in lower yielding investments (e.g. reinvestment in zero coupon SLGS).
- 4) Expenditure and Asset Documentation to be Assembled and Retained
- a) Documentation of allocations of obligation proceeds to expenditures (e.g. allocation of proceeds to expenditures for the construction, renovation or purchase of facilities owned and used in the performance of exempt purposes).
 - i) Such allocation will be done not later than the earlier of:
 - (1) eighteen (18) months after the later of the date the expenditure is paid, or the date the project, if any, that is financed by the obligation is placed in service; or
 - (2) the date sixty (60) days after the earlier of the fifth anniversary of the issue date of the obligation, or the date sixty (60) days after the retirement of the obligation.
 - b) Documentation of allocations of obligation proceeds to issuance costs.
 - c) Copies of requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to obligation proceed expenditures during the construction period.
 - d) Copies of all contracts entered into for the construction, renovation or purchase of facilities financed with obligation proceeds.
 - e) Records of expenditure reimbursements incurred prior to issuing obligations for projects financed with obligation proceeds (declaration of official intent/reimbursement resolutions including all modifications).
 - f) List of all facilities and equipment financed with obligation proceeds.
 - g) Depreciation schedules for depreciable property financed with obligation proceeds.

- h) Documentation that tracks the purchase and sale of assets financed with obligation proceeds.
- i) Documentation of timely payment of principal and interest payments on the obligation.
- j) Tracking of all issue proceeds and the transfer of proceeds into the debt service fund as appropriate.
- k) Documentation that excess earnings from a Reserve Fund are transferred to the Debt Service Fund on an annual basis. Excess earnings are balances in a Reserve Fund that exceed the Reserve Fund requirement.

5) Miscellaneous Documentation to be Assembled and Retained

- a) Ensure that the project, while the obligation is outstanding, will avoid IRS private activity concerns.
- b) The Finance Director/Controller shall monitor the use of all obligation-financed facilities in order to:
 - i) Determine whether private business uses of obligation-financed facilities have exceeded the *de minimus* limits set forth in Section 141(b) of the Code as a result of:
 - (1) sale of the facilities;
 - (2) sale of City capacity rights;
 - (3) leases and subleases of facilities including easements or use arrangements for areas outside the four walls (e.g. hosting of cell phone towers);
 - (4) leasehold improvement contracts, licenses, management contracts in which the City authorizes a third party to operate a facility (e.g. cafeteria);
 - (5) research contracts;
 - (6) preference arrangements in which the City permits a third-party preference (e.g. parking in a public parking lot, joint ventures, limited liability companies or partnership arrangements);
 - (7) output contracts or other contracts for use of utility facilities including contracts with large utility users;
 - (8) development agreements which provide for guaranteed payments or property values from a developer;
 - (9) grants or loans made to private entities including special assessment agreements;
 - (10) naming rights agreements; and
 - (11) any other arrangements that provide special legal entitlements to nongovernmental persons.
 - ii) Determine whether private security or payments that exceed the *de minimus* limits set forth in Section 141(b) of the Code have been provided by nongovernmental persons with respect to such obligation-financed facilities.

- c) The Finance Director/Controller shall provide training and educational resources to any City staff that have the primary responsibility for the operation, maintenance, or inspection of obligation-financed facilities with regard to the limitations on the private business use of obligation-financed facilities and as to the limitations on the private security or payments with respect to obligation-financed facilities.
 - d) The City shall undertake the following with respect to the obligations:
 - i) An annual review of the books and records maintained by the City with respect to such obligations.
 - ii) An annual physical inspection of the facilities financed with the proceeds of such obligations, conducted by the Finance Director/Controller with the assistance of any City staff who have the primary responsibility for the operation, maintenance, or inspection of such obligation-financed facilities.
 - e) Changes in the project that impact the terms or commitments of the obligation are properly documented and necessary certificates or opinions are on file.
- 6) Additional Undertakings and Activities that Support Sections 1 through 5 above:
- a) The Finance Director/Controller will notify the City's bond counsel, financial advisor and arbitrage provider of any survey or inquiry by the IRS immediately upon receipt. Usually responses to IRS inquiries are due within 21 days of receipt. Such IRS responses require the review of the above-mentioned data and must be in writing. As much time as possible is helpful in preparing the response.
 - b) The Finance Director/Controller will consult with the City's bond counsel, financial advisor and arbitrage provider before engaging in post-issuance credit enhancement transactions (e.g. obligation insurance, letter of credit, or hedging transaction).
 - c) The Finance Director/Controller will monitor all "qualified tax-exempt debt obligations" (often referred to as "bank qualified" obligations) within the first calendar year to determine if the limit is exceeded, and if exceeded, will address accordingly. For obligations issued during years 2009 and 2010 the limit was \$30,000,000. During this period, the limit also applied to pooled financings of the governing body and provides a separate \$30,000,000 for each 501 (c)(3) conduit borrower. In 2011 and thereafter it is \$10,000,000 unless changed by Congress.
 - d) Identify any post-issuance change to terms of obligations which could be treated as a current refunding of "old" obligations by "new" obligations, often referred to as a "reissuance."
 - e) The Finance Director/Controller will consult with the City's bond counsel prior to any sale, transfer, change in use or change in users of obligation-financed property which may require "remedial action" under applicable Treasury Regulations or resolution pursuant to the VCAP Program.

- i) A remedial action has the effect of curing a deliberate action taken by the City which results in satisfaction of the private business test or private loan test. Remedial actions under Section 1.141-12(d)(e) and (f) include the redemption of non-qualified obligations and/or the alternative uses of proceeds or the facility (i.e. to be used for another qualified purpose).
- f) The Finance Director/Controller will ensure that the appropriate tax form for federal subsidy payments is prepared and filed in a timely fashion for applicable obligations (e.g. Build America Bonds).

7) Continuing Disclosure Obligations

- a) Identify a position at the City to be responsible for compliance with continuing disclosure obligations as defined by the Rule and any policies of the City.
- b) The position responsible for compliance may have the ability to assign responsibilities, delegate where appropriate or engage a dissemination agent or third-party service providers to perform all or some of the duties described in this section. The City cannot delegate its compliance responsibilities.
- c) The City should specify how providers or delegated authorities will be monitored and supervised.
- d) The City should identify the documents that set forth the respective requirements being monitored at the time of closing for each obligation.
- e) The City should catalog all outstanding Continuing Disclosure Agreements and establish consolidated filing requirements based on the outstanding CDAs.
- f) The City should identify the frequency of the actions to be undertaken to ensure compliance, establish a system or filing alerts or reminders to administer the filing requirements.
- g) The Finance Director/Controller for compliance must be made aware of any new outstanding debt, changes to obligation or loan covenants, events of acceleration or default that would materially affect investors.
- h) The City should review a compliance checklist to verify compliance with CDA requirements, at least annually, although it may be advisable to provide more frequent reviews in connection to specific material events.
- i) The City should monitor mandatory material events specifically identified in accordance with the Rule and file required notices within 10 days of occurrence.
 - i) Principal and interest payment delinquencies.
 - ii) Non-payment related defaults, if material.
 - iii) Unscheduled draws on debt service reserves reflecting financial difficulties.
 - iv) Unscheduled draws on credit enhancements reflecting financial difficulties.
 - v) Substitution of credit or liquidity providers or their failure to perform.

- vi) Adverse tax opinion, IRS notices or material events affecting the tax status of the obligation.
 - vii) Modifications to rights of security holders, if material.
 - viii) Obligation calls, if material.
 - ix) Defeasances.
 - x) Release, substitution or sale of property securing repayment of the obligations, if material.
 - xi) Rating Changes.
 - xii) Bankruptcy, insolvency, receivership, or similar event of the obligated person(s).
 - xiii) Merger, consolidation, or acquisition of the obligated person, if material.
 - xiv) Appointment of a successor or additional trustee, or change of name of a trustee, if material.
 - xv) Incurrence of financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material.
 - xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City, any of which reflect financial difficulties.
- j) In addition to the mandatory material events, the City should review and file any additional or voluntary event notices.
 - k) The City should maintain a catalog of all outstanding obligations whether publicly offered or privately placed, and the terms and conditions that govern default or acceleration provisions.
 - l) Any missed filing requirement should be remedied with a failure to file notice as soon as possible once the late filing is identified and the required information is available to file.
 - m) Sensitive information such as bank accounts and wire information should be redacted from documents prior to posting on EMMA.
 - n) The City needs to monitor for changes in law and regulations that effect continuing disclosure obligations and review disclosure policies and procedures periodically to ensure compliance and consistency with regulation and market expectations.
- 8) Compliance with Future Requirements
- a) Take measures to comply with any future requirements issued beyond the date of these Post-Issuance Debt Compliance Procedures which are essential to ensuring compliance with the applicable state and federal regulations.

ORDINANCE NO. 176, 2ND SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA, AMENDING CITY CODE TITLE XI: BUSINESS REGULATIONS, CHAPTER 111: AMUSEMENTS AND RECREATION

THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, DOES ORDAIN: TO REVISE CHAPTER 111: AMUSEMENTS AND RECREATION, SECTION 111.048 DANCES – APPLICATION AND LICENSE, BY REMOVING THE EXISTING SECTION (F) AND REPLACING IT WITH THE FOLLOWING:

111.048 APPLICATION AND LICENSE.

(F) At least one officer of the law shall be designated by the Chief of Police to provide a presence at every public dance while the dance is being held. If needed, at his/her discretion the Chief of Police may require the presence of two officers. For purposes of this division (F), the term ***OFFICER OF THE LAW*** means any person who is a full-time peace officer, part-time peace officer or person deputized by the Chief of Police.

EFFECTIVE DATE OF ORDINANCE. This ordinance becomes effective from and after its passage and publication.

Adopted by the City Council of the City of Windom, Minnesota, this 2nd day of April, 2019.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

1st Reading: March 19, 2019
2nd Reading: April 2, 2019
Adoption: April 2, 2019
Published: April 10, 2019

MEMORANDUM



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

TO: City Council
FROM: City Administrator *[Signature]*
DATE: March 28, 2019
RE: Tennis\Pickleball Court Project Discussion

As you know, the Parks & Recreation Commission has worked on re-location of the tennis courts for the last two years. Through this time they have made the recommendation that the design be slightly modified to include striping for pickleball and to include basketball hoops. The two primary issues are location and budget.

Location

Several locations have been discussed and/or voted upon by the Parks & Recreation Commission. Attached is a list of the locations considered by the Commission. As one can imagine, there are pros/cons to all of the locations including cost considerations.

In February 2019 the Parks & Recreation Commission considered a possible location within the Windom Recreation Area as a preferred site; however, an outstanding issue with that proposed location was that it would involve a modification to the location of the Veteran's memorial. Attached is a letter from the Legion opposing a re-location of the memorial. In response, the Parks & Recreation Commission voted to recommend Tegel's Park as their preferred location in March. Key considerations are that both of these locations allow access to existing parking lots and restroom facilities.

On March 28th the Streets & Parks Superintendent and I met with DGR Engineering to review the proposed tennis/pickleball court project. One idea that came out of this meeting was to research another location within the Windom Recreation Area, which is immediately behind the skate park. This location appears to be large enough to accommodate the tennis/pickleball court project without disturbing the soccer field or other existing uses/facilities. Should this location be feasible the information will be sent to the Parks & Recreation Commission for their discussion.

If there are other locations or thoughts you have on the locations already identified please bring those up so research can be done and/or considered by the Parks & Recreation Commission.

Financial Considerations

The City Council has budgeted \$200,000 for the tennis/pickleball court project. These funds consist of \$150,000 from the Emergency Services Facility project budget along with another \$50,000 that was re-allocated from the remaining contingency funds from the Emergency Services Facility project.

Recent estimates from DGR Engineering show that the cost of the proposed tennis/pickleball court project to be in excess of \$200,000, including engineering fees and contingency. Some of these costs are location specific (e.g. there is additional dirt work needed to place the project in Tegel's Park). Staff has asked the engineers to work on cost estimates showing some alternatives, which may be exercised to fit the project within the current budget.

Report to Windom City Council on various sites for Tennis Courts / Pickelball Courts
March 19, 2019

The Windom Park and Recreation Commission has been discussing various sites for Tennis Courts/Pickelball Courts since at least February of 2017.

We have considered the following sites:

1. The overflow parking lot at the Windom Community Center. This site seems to be more valuable as a site for a variety of future projects.
2. The Windom Public School property. At one time they were willing to consider the Environmental Center property but did not want to commit building permanent bathrooms.
3. SE corner of Legion Field. Presently on that property is a cannon on a cement pad that was placed there by Windom American Legion Post 206. Post 206 does have some plans to enhance that area. Also an estimate of the cost to move the cannon to another location and place it on a cement pad was \$40,000.
4. The area just north of the Skate Park near Kastle Kingdom. The plus for this site would be that bathrooms are already constructed and availability of Kastle Kingdom/shelter. Negative, this area is presently used for a soccer field which would have to be relocated. The soccer fields runs East-West but could support two fields running North -South. Soccer fields would have to be constructed at some other location.
5. Placing the Tennis Courts/Pickelball Courts wat Dynamite Park was discussed because of distance from other activities except a basketball in the park.
6. The area at Tegels Park at Cottonwood Lake was discussed when Brent Brown was Park Superintendent. That plan was presented on the hill to the East of the trees along Cottonwood Lake Drive. This plan was for two courts built end to end. This model was not recommended and it also required a great deal of site preparation to level the area.
7. Another site at Tegels Park was the flat area just north of the small unpaved parking lot on the west of the road through the park. This location is quite flat so site preparation costs should not be great. There are bathrooms in the area. The trees for protection from the wind are already in place. There are other activities available in the area such as playground equipment, sand volleyball, lake activities, and it is not a great distance from the Windom Rec Area. Site boring would need to be completed to see if it is as good a location as it looks. This is the location voted on by Windom Park and Recreation Commission at their meeting on March 13, 2019.

Other sites suggested but not discussed in detail include: Just north of the Community Center along Cottonwood Lake Drive; SE corner of Windom Middle High School (corner of 17th St. and 9th Ave.); NW corner of Winfair Elementary playground; and on part of the playground at Highland School.

Howard Davis
Park + Rec Board

AMERICAN LEGION
WINDOM POST NO. 206



March 19, 2019

Park and Recreation Committee:

Thank you for informing us about the tennis court proposal.

American Legion Post 206 voted unanimously and denied your proposal to move the Legion Field Memorial, to build a tennis court.

This war memorial was built in Honor of the Veterans that served
To protect our FREEDOM.

Commander – Fred Meyer

A handwritten signature in cursive script that reads "Fred Meyer".

American Legion Post 206

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: Steve Nasby and the City Council
FROM: Brian Cooley, Street and Parks Superintendent
DATE: March 27, 2019
RE: **2019 Seasonal Hire**
DEPT: Street & Parks Department
CONTACT: Brian.Cooley@windimn.com

Recommendations/Options/Action Requested

I would like to recommend to the City Council to hire Kenneth Derickson as a seasonal worker for this spring and summer. His starting wage will be \$11.75 per hour. His starting date would be April 8th, 2019.

Issue Summary/Background

Ken has worked for the Street and Parks Department for several years now. Because of his experience he requires little direction and knows what needs to get completed during the day.

Fiscal Impact

The Street and Parks Department has three seasonal workers budgeted for 2019.

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

TO: City Council
FROM: Mayor Dominic Jones
DATE: March 29, 2019
RE: Mayor Reappointment to the Hospital Board
DEPT: Mayor/Council
CONTACT: Mayor Dominic Jones

Recommendations/Options/Action Requested

Recommendation from the Mayor to the City Council for approval of the following Reappointment to the Hospital Board.

Issue Summary/Background

Hospital Board

Laura Fresk

Term Expires

4/30/22

Fiscal Impact

None.

Attachments

None.



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

March 25, 2019

Via Email

City of Windom
444 9th Street
PO Box 38
Windom, MN 56101-0038

RE: Payment Request No. 5
Wastewater Treatment Facility Improvements
Windom, Minnesota
Project No. T22.113672

Attn: Steve Nasby, City Administrator

Dear Mayor and Council Members:

Please find attached Application for Payment No. 4 from Gridor Constr., Inc. for the work completed to date for the construction of the Wastewater Treatment Facility Improvements. We reviewed this application and find it acceptable for payment. We recommend making a payment of \$501,391.00 to Gridor Constr., Inc. Please sign the first page of the application, forward copy along with the payment to Gridor Constr., Inc., a copy to Steve Moline, Bolton & Menk, and keep one copy for your records.

Sincerely,

Bolton & Menk, Inc.

R. Kelly Yahnke
Project Manager

RKY

Enclosure

Contractor's Application for Payment No. 5

Lump Sum Contract

| | | | | | |
|-----------------|--|-----------------------|---------------------------|-------------------|-----------|
| Project: | Wastewater Treatment Facility Improvements | From (Contractor): | Gridor Construction, Inc. | Application Date: | 3/25/2019 |
| To (Owner): | City of Windom, MN | Owner's Project No.: | | Period From: | 3/1/2019 |
| Via (Engineer): | Bolton & Menk, Inc. | Engineer's Proj. No.: | T22.113672 | Period To: | 3/31/2019 |

| Approved Change Order Summary: | | | |
|--------------------------------|---------------|-----------|------------|
| No. | Date Approved | Additions | Deductions |
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| | | | |
| TOTALS | | \$0.00 | \$0.00 |
| NET CHANGE BY CHANGE ORDERS | | \$0.00 | |

| | |
|---|------------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ 16,598,200.00 |
| 2. Net change by Change Orders..... | \$ 0.00 |
| 3. Current Contract Price (Line 1 + 2)..... | \$ 16,598,200.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column G on Progress Estimate)..... | \$ 2,608,482.00 |
| 5. RETAINAGE: | |
| a. 0% X \$1,773,077.00 Work Completed..... | \$ 0.00 |
| b. 0% X \$835,405.00 Stored Material..... | \$ 0.00 |
| c. Less Total Retainage Released Early..... | \$ 0.00 |
| d. Total Retainage (Line 5a + Line 5b - Line 5c)..... | \$ 0.00 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 + Line 5c)..... | \$ 2,608,482.00 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ 2,098,091.00 |
| 8. AMOUNT DUE THIS APPLICATION..... | \$ 510,391.00 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 8 above)..... | \$ 13,989,718.00 |

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: [Signature] Date: 3/25/19

Payment c \$ 510,391.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: R Kelly Galik 03-25-2019
(Engineer) (Date)

Payment c \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Endorsed by the Construction Specifications Institute.

State of Minnesota
Subscribed and sworn to before me this 25th day of March, 2019

Commission Expiration 1/31/2020
Notary Public: [Signature]



| Item No. | Description of Work | Scheduled Value | Work Completed | | Material Presently Stored (Not in D or E) | Total Completed and Stored To Date (D+E+F) | Percent Completed (G/C) | Balance To Finish (C-G) | |
|---------------------|----------------------------------|------------------|---------------------------|-------------|---|--|-------------------------|-------------------------|--------|
| | | | From Previous Application | This Period | | | | | |
| | | | | Percent | | | | | Amount |
| 1.001 | Mobilization Insurance and Bonds | \$450,000 | \$450,000 | | | \$450,000 | 100.0% | \$0 | |
| 1.001 | Allowances | \$421,000 | \$20,777 | | | \$20,777 | 4.9% | \$400,223 | |
| Subtotal for | Division 1 | \$871,000 | \$470,777 | | | \$470,777 | 54.1% | \$400,223 | |

\$470,777 check \$470,777

| | | | | | | | | | |
|---------------------|--|--------------------|---------------------|-------|-----------------|------------------|------------------|---------------|--------------------|
| 2.001 | Erosion Control / Silt Fence | \$30,000 | \$21,000 | | | \$21,000 | 70.0% | \$9,000 | |
| 2.002 | Clear and Grub Site | \$35,000 | \$24,500 | | | \$24,500 | 70.0% | \$10,500 | |
| 2.003 | Fine Grade and Restore Site | \$300,000 | | | | \$0 | 0.0% | \$300,000 | |
| 2.004 | Demo Labor and Material | \$420,000 | \$21,000 | | | \$21,000 | 5.0% | \$399,000 | |
| 2.005 | General Excavation | \$400,000 | \$180,000 | 5.00% | \$20,000 | \$200,000 | 50.0% | \$200,000 | |
| 2.006 | General Backfill Materials | \$250,000 | | | | \$0 | 0.0% | \$250,000 | |
| 2.007 | Pipe Lining - Alt #1 | \$1,270,000 | | | | \$0 | 0.0% | \$1,270,000 | |
| 2.008 | Pipe Lining - Alt #2 | \$330,000 | | | | \$0 | 0.0% | \$330,000 | |
| 2.009 | Fencing | \$20,000 | \$3,000 | | | \$3,000 | 15.0% | \$17,000 | |
| 2.010 | Landscaping and Seedings | \$25,000 | | | | \$0 | 0.0% | \$25,000 | |
| 2.011 | Roads, Walks and Curbs | \$175,000 | | | | \$0 | 0.0% | \$175,000 | |
| 2.012 | Site Utilities - Labor & Equipment | \$315,000 | \$15,750 | | | \$15,750 | 5.0% | \$299,250 | |
| 2.013 | Site Utilities - Material | \$425,000 | \$12,750 | | \$309,675 | \$322,425 | 75.9% | \$102,575 | |
| 2.014 | Manholes - Labor/ Equipment & Material | \$40,000 | | | | \$0 | 0.0% | \$40,000 | |
| Subtotal for | Division 2 | \$4,035,000 | \$278,000.00 | | \$20,000 | \$309,675 | \$607,675 | 15.06% | \$3,427,325 |

check \$278,000 Check \$607,675

| | | | | | | | | | |
|-------|---------------------------------|-------------|-----------|--------|-----------|----------|-----------|-------|-------------|
| 3.001 | F/P/I Concrete 4000 cy @ 450 cy | \$1,800,000 | \$477,000 | 6.00% | \$108,000 | | \$585,000 | 32.5% | \$1,215,000 |
| 3.002 | Rebar Materials | \$530,000 | \$153,700 | 15.00% | \$79,500 | \$46,123 | \$279,323 | 52.7% | \$250,677 |
| 3.003 | Rebar Install | \$230,000 | \$69,000 | 10.00% | \$23,000 | | \$92,000 | 40.0% | \$138,000 |
| 3.004 | Precast Concrete / Hollowcore | \$60,000 | | | | | \$0 | 0.0% | \$60,000 |

| | | | | | | | | | |
|---------------------|-------------------|--------------------|---------------------|--|------------------|-----------------|------------------|---------------|--------------------|
| Subtotal for | Division 3 | \$2,620,000 | \$699,700.00 | | \$210,500 | \$46,123 | \$956,323 | 36.50% | \$1,663,677 |
|---------------------|-------------------|--------------------|---------------------|--|------------------|-----------------|------------------|---------------|--------------------|

check \$699,700 Check \$956,323

| Item No. | B Description of Work | C Scheduled Value | D Work Completed | | E Amount | F Material Presently Stored (Not in D or E) | G Total Completed and Stored To Date (D+E+F) | H Percent Completed (G/C) | I Balance To Finish (C-G) | |
|---------------------|--|----------------------|---------------------------|-------------|-------------|--|---|------------------------------|------------------------------|--------|
| | | | From Previous Application | This Period | | | | | | |
| | | | | Percent | | | | | | Amount |
| Division 4 | | | | | | | | | | |
| 4.001 | Masonry | \$360,000 | | | | | \$0 | 0.0% | \$360,000 | |
| Subtotal for | Division 4 | \$360,000 | \$0.00 | | \$0 | \$0 | \$0 | 0.00% | \$360,000 | |
| | | | check | | | | Check | \$0 | | |
| Division 5 | | | | | | | | | | |
| 5.001 | Misc Metals - Materials | \$240,000 | | | | \$21,260 | \$21,260 | 8.9% | \$218,740 | |
| 5.002 | Misc Metals - Labor | \$60,000 | | | | | \$0 | 0.0% | \$60,000 | |
| 5.003 | Hatches | \$20,000 | | | | \$14,716 | \$14,716 | 73.6% | \$5,284 | |
| Subtotal for | Division 5 | \$320,000 | \$0.00 | | \$0 | \$35,976 | \$35,976 | 11.24% | \$284,024 | |
| | | | check | | | | Check | \$35,976 | | |
| Division 6 | | | | | | | | | | |
| 6.001 | Carpentry | \$10,000 | | | | | \$0 | 0.0% | \$10,000 | |
| Subtotal for | Division 6 | \$10,000 | \$0.00 | | \$0 | \$0 | \$0 | 0.00% | \$10,000 | |
| | | | check | | | | Check | \$0 | | |
| Division 7 | | | | | | | | | | |
| 7.001 | Dampproofing | \$30,000 | | | | | \$0 | 0.0% | \$30,000 | |
| 7.002 | Insulation / Vapor Barriers | \$35,000 | | | | | \$0 | 0.0% | \$35,000 | |
| 7.003 | Roof System | \$70,000 | | | | | \$0 | 0.0% | \$70,000 | |
| 7.004 | Caulking | \$15,000 | | | | | \$0 | 0.0% | \$15,000 | |
| Subtotal for | Division 7 | \$150,000 | \$0.00 | | \$0 | \$0 | \$0 | 0.00% | \$150,000 | |
| | | | check | | | | Check | \$0 | | |
| Division 8 | | | | | | | | | | |
| 8.001 | Hollow Metal Doors Frames and Hardware | \$35,000 | | | | | \$0 | 0.0% | \$35,000 | |
| 8.002 | Overhead Doors | \$15,000 | | | | | \$0 | 0.0% | \$15,000 | |
| Subtotal for | Division 8 | \$50,000 | \$0.00 | | \$0 | \$0 | \$0 | 0.00% | \$50,000 | |
| | | | check | | | | Check | \$0 | | |

| Item No. | Description of Work | Scheduled Value | Work Completed | | Material Presently Stored (Not in D or E) | Total Completed and Stored To Date (D+E+F) | Percent Completed (G/C) | Balance To Finish (C-G) | |
|---------------------|--|--------------------|---------------------------|-------------|---|--|-------------------------|-------------------------|--------|
| | | | From Previous Application | This Period | | | | | |
| | | | | Percent | | | | | Amount |
| Division 9 | | | | | | | | | |
| 9.001 | Painting - Headworks | \$100,000 | | | | \$0 | 0.0% | \$100,000 | |
| 9.002 | Painting - Anaerobic / Anoxic Basins | \$70,000 | | | | \$0 | 0.0% | \$70,000 | |
| 9.003 | Painting - Rapid Mix Tank | \$35,000 | | | | \$0 | 0.0% | \$35,000 | |
| 9.004 | Painting - Aeration Tanks 1-3 | \$110,000 | | | | \$0 | 0.0% | \$110,000 | |
| 9.005 | Painting - Clarifiers 1 & 2 | \$35,000 | | | | \$0 | 0.0% | \$35,000 | |
| 9.006 | Painting - Control Building | \$40,000 | | | | \$0 | 0.0% | \$40,000 | |
| 9.007 | Painting - Filter Building | \$25,000 | | | | \$0 | 0.0% | \$25,000 | |
| 9.008 | Painting - Chlorine / Post Aeration | \$50,000 | | | | \$0 | 0.0% | \$50,000 | |
| 9.009 | Painting - Sludge Building / Biosolids | \$65,000 | | | | \$0 | 0.0% | \$65,000 | |
| Subtotal for | Division 9 | \$530,000 | \$0.00 | \$0 | \$0 | \$0 | 0.00% | \$530,000 | |
| | check | | | | Check | \$0 | | | |
| Division 10 | | | | | | | | | |
| 10.001 | Specialties | \$5,000 | | | | \$0 | 0.0% | \$5,000 | |
| Subtotal for | Division 10 | \$5,000 | \$0.00 | \$0 | \$0 | \$0 | 0.00% | \$5,000 | |
| | check | | | | Check | \$0 | | | |
| Division 11 | | | | | | | | | |
| 11.001 | Horizontal End Suction Pumps | \$80,000 | | | | \$0 | 0.0% | \$80,000 | |
| 11.002 | Chemical Feed Equipment | \$230,000 | | | | \$0 | 0.0% | \$230,000 | |
| 11.003 | Hydraulic Gates | \$55,000 | | | | \$0 | 0.0% | \$55,000 | |
| 11.004 | Submersible Pumps | \$50,000 | | | \$33,024 | \$33,024 | 66.0% | \$16,976 | |
| 11.005 | Recess Vortex Pumps | \$110,000 | | | | \$0 | 0.0% | \$110,000 | |
| 11.006 | Rotary Lobe Pumps | \$75,000 | | | \$62,986 | \$62,986 | 84.0% | \$12,014 | |
| 11.007 | Grit Removal Equipment | \$160,000 | | | | \$0 | 0.0% | \$160,000 | |
| 11.008 | Fine Screen | \$275,000 | | | | \$0 | 0.0% | \$275,000 | |
| 11.009 | Clarifier Equipment | \$250,000 | | | | \$0 | 0.0% | \$250,000 | |
| 11.010 | Blowers | \$375,000 | | | | \$0 | 0.0% | \$375,000 | |
| 11.011 | Fine Bubble Aeration | \$100,000 | | | | \$0 | 0.0% | \$100,000 | |
| 11.012 | Sludge Heat Exchanger | \$40,000 | | | | \$0 | 0.0% | \$40,000 | |
| 11.013 | Course Bubble Aeration | \$40,000 | | | | \$0 | 0.0% | \$40,000 | |
| 11.014 | Rapid Mixers | \$40,000 | | | | \$0 | 0.0% | \$40,000 | |
| 11.015 | Submersible Mixers | \$50,000 | | | | \$0 | 0.0% | \$50,000 | |
| 11.016 | Biosolids Tank Mixers | \$75,000 | | | \$64,700 | \$64,700 | 86.3% | \$10,300 | |
| 11.017 | Lab Equipment | \$10,000 | | | | \$0 | 0.0% | \$10,000 | |
| 11.018 | Samplers | \$20,000 | | | | \$0 | 0.0% | \$20,000 | |
| Subtotal for | Division 11 | \$2,035,000 | \$0.00 | \$0 | \$160,710 | \$160,710 | 7.90% | \$1,874,290 | |
| | check | | | | | | | | |

| Item No. | B Description of Work | C Scheduled Value | D Work Completed | | E Material Presently Stored (Not in D or E) | G Total Completed and Stored To Date (D+E+F) | H Percent Completed (G/C) | I Balance To Finish (C-G) | |
|---------------------|----------------------------------|----------------------|---------------------------|-------------|--|--|------------------------------|------------------------------|--------|
| | | | From Previous Application | This Period | | | | | |
| | | | | Percent | | | | | Amount |
| 12.001 | Furnishings | \$3,200 | | | | \$0 | 0.0% | \$3,200 | |
| Subtotal for | Division 12 | \$3,200 | \$0.00 | | \$0 | \$0 | 0.00% | \$3,200 | |
| | check | | | | Check | \$0 | | | |
| 13.001 | Disc Filters | \$730,000 | | | | \$0 | 0.0% | \$730,000 | |
| 13.001 | FRP Wiers and Baffles | \$30,000 | | | | \$0 | 0.0% | \$30,000 | |
| Subtotal for | Division 13 | \$760,000 | \$0.00 | | \$0 | \$0 | 0.00% | \$760,000 | |
| | check | | | | Check | \$0 | | | |
| 14.001 | David Hoists | \$7,000 | | | | \$0 | 0.0% | \$7,000 | |
| Subtotal for | Division 14 | \$7,000 | \$0.00 | | \$0 | \$0 | 0.00% | \$7,000 | |
| | check | | | | Check | \$0 | | | |
| 15.001 | Int. DIP & FTGS - Material | \$850,000 | \$17,000 | | \$155,735 | \$172,735 | 20.3% | \$677,265 | |
| 15.002 | Int. DIP & FTGS - Labor | \$150,000 | \$3,000 | | | \$3,000 | 2.0% | \$147,000 | |
| 15.003 | Valves | \$500,000 | | | \$127,186 | \$127,186 | 25.4% | \$372,814 | |
| 15.004 | Misc Process Pipe - Material | \$50,000 | | | | \$0 | 0.0% | \$50,000 | |
| 15.005 | Misc Process Pipe - Labor | \$30,000 | | | | \$0 | 0.0% | \$30,000 | |
| 15.006 | Mechanical Insulation | \$32,000 | | | | \$0 | 0.0% | \$32,000 | |
| 15.007 | Pre-treatment Plumbing / HVAC | \$250,000 | | | | \$0 | 0.0% | \$250,000 | |
| 15.008 | Sludge Building Plumbing /HVAC | \$50,000 | | | | \$0 | 0.0% | \$50,000 | |
| 15.009 | Filter Building Plumbing / HVAC | \$50,000 | | | | \$0 | 0.0% | \$50,000 | |
| 15.010 | Control Building Plumbing / HVAC | \$50,000 | | | | \$0 | 0.0% | \$50,000 | |
| 15.011 | Insulation | \$50,000 | | | | \$0 | 0.0% | \$50,000 | |
| 15.012 | Temp. Controls | \$80,000 | | | | \$0 | 0.0% | \$80,000 | |
| Subtotal for | Division 15 | \$2,142,000 | \$20,000.00 | | \$0 | \$282,921 | 14.14% | \$1,839,079 | |
| | check | | \$20,000 | | Check | \$302,921 | | | |

| Item No. | B Description of Work | C Scheduled Value | D Work Completed | | E Amount | F Material Presently Stored (Not in D or E) | G Total Completed and Stored To Date (D+E+F) | H Percent Completed (G/C) | I Balance To Finish (C-G) | |
|---------------------|-------------------------------|----------------------|---------------------------|-------------|------------------|--|---|------------------------------|------------------------------|--------|
| | | | From Previous Application | This Period | | | | | | |
| | | | | Percent | | | | | | Amount |
| 16.001 | Electrical GC's | \$30,000 | \$1,500 | 2.00% | \$800 | | \$2,100 | 7.0% | \$27,900 | |
| 16.002 | Basic Materials | \$100,000 | \$5,000 | 2.00% | \$2,000 | | \$7,000 | 7.0% | \$93,000 | |
| 16.003 | Conduit and Fittings | \$250,000 | | | | | \$0 | 0.0% | \$250,000 | |
| 16.004 | Wire and Cable | \$210,000 | | | | | \$0 | 0.0% | \$210,000 | |
| 16.005 | Outlet Boxes | \$10,000 | | | | | \$0 | 0.0% | \$10,000 | |
| 16.006 | Pull and Junction Boxes | \$15,000 | | | | | \$0 | 0.0% | \$15,000 | |
| 16.007 | Wiring Devices | \$10,000 | | | | | \$0 | 0.0% | \$10,000 | |
| 16.008 | Electrical Motors | \$15,000 | | | | | \$0 | 0.0% | \$15,000 | |
| 16.009 | Disconnects | \$60,000 | | | | | \$0 | 0.0% | \$60,000 | |
| 16.010 | Grounding | \$10,000 | | | | | \$0 | 0.0% | \$10,000 | |
| 16.011 | Transformers | \$20,000 | | | | | \$0 | 0.0% | \$20,000 | |
| 16.012 | Panelboards | \$25,000 | | | | | \$0 | 0.0% | \$25,000 | |
| 16.013 | MCC's | \$410,000 | | | | | \$0 | 0.0% | \$410,000 | |
| 16.014 | Transfer Switches | \$50,000 | | | | | \$0 | 0.0% | \$50,000 | |
| 16.015 | Lighting | \$100,000 | | 65.00% | \$65,000 | | \$65,000 | 65.0% | \$35,000 | |
| 16.016 | Generator | \$160,000 | | | | | \$0 | 0.0% | \$160,000 | |
| 16.017 | Electrical Resistance Heating | \$25,000 | | | | | \$0 | 0.0% | \$25,000 | |
| 16.018 | Softwear | \$135,000 | | | | | \$0 | 0.0% | \$135,000 | |
| 16.019 | Control Panels | \$670,000 | | | | | \$0 | 0.0% | \$670,000 | |
| 16.020 | Fiber Optics | \$20,000 | | | | | \$0 | 0.0% | \$20,000 | |
| 16.021 | DO Analyzers | \$50,000 | | | | | \$0 | 0.0% | \$50,000 | |
| 16.022 | Nitrate Analyzers | \$60,000 | | | | | \$0 | 0.0% | \$60,000 | |
| 16.023 | Ammonia Analyzers | \$35,000 | | | | | \$0 | 0.0% | \$35,000 | |
| 16.024 | Phosphorus Analyzers | \$35,000 | | | | | \$0 | 0.0% | \$35,000 | |
| 16.025 | LEL Gas Monitoring | \$15,000 | | | | | \$0 | 0.0% | \$15,000 | |
| 16.026 | Cable Junction Boxes | \$35,000 | | | | | \$0 | 0.0% | \$35,000 | |
| 16.027 | Control Stations | \$15,000 | | | | | \$0 | 0.0% | \$15,000 | |
| 16.028 | Instrumentation | \$115,000 | | | | | \$0 | 0.0% | \$115,000 | |
| 16.029 | Coordination Study | \$15,000 | | | | | \$0 | 0.0% | \$15,000 | |
| Subtotal for | Division 16 | \$2,700,000 | \$6,500.00 | | \$67,600 | \$0 | \$74,100 | 2.74% | \$2,625,900 | |
| | | check | \$6,500 | | | Check | \$74,100 | | | |
| Grand Total | | \$16,596,200 | \$1,474,977 | | \$298,100 | \$635,405 | 2,608,482 | 15.72% | \$13,989,718 | |
| | | | | | | | 2,608,482 | | | |

Windom, MN WWTF

Stored Materials & Equipment Summary

Giddor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313



Pay Req. No. **5**
Period Ending: **3/31/2019**

| Pay Req. No. | Pay Description (What's New) | Contract Value | Materials Stored To Date | New Storage This Month | Vendor/Description of New Storage | Total Stored to Date | Previous Payment to Date | Installed This Month | Items Installed to Date | Amount Encumbered to Storage |
|---------------------|----------------------------------|---------------------|--------------------------|------------------------|-----------------------------------|----------------------|--------------------------|----------------------|-------------------------|------------------------------|
| | Grand Totals | \$16,598,200 | | | | | | | | |
| 1.001 | Mobilization Insurance and Bonds | \$450,000 | | | | | | | | |
| 1.001 | Allowances | \$421,000 | | | | | | | | |
| Subtotal for | Division 1 | \$871,000 | | | | | | | | |

| Division 2 | | | | | | | | | | |
|---------------------|--|--------------------|------------------|-----------------|---------------|------------------|------------|------------|------------|------------------|
| 2.001 | Erosion Control / Silt Fence | \$30,000 | | | | | | | | |
| 2.002 | Clear and Grub Site | \$35,000 | | | | | | | | |
| 2.003 | Fine Grade and Restore Site | \$300,000 | | | | | | | | |
| 2.004 | Demo Labor and Material | \$420,000 | | | | | | | | |
| 2.005 | General Excavation | \$400,000 | | | | | | | | |
| 2.006 | General Backfill Materials | \$250,000 | | | | | | | | |
| 2.007 | Pipe Lining - Alt #1 | \$1,270,000 | | | | | | | | |
| 2.008 | Pipe Lining - Alt #2 | \$330,000 | | | | | | | | |
| 2.009 | Fencing | \$20,000 | | | | | | | | |
| 2.010 | Landscaping and Seedings | \$25,000 | | | | | | | | |
| 2.011 | Roads, Walks and Curbs | \$175,000 | | | | | | | | |
| 2.012 | Site Utilities - Labor & Equipment | \$315,000 | | | | | | | | |
| 2.013 | Site Utilities - Material | \$425,000 | \$293,471 | \$16,204 | Core and Main | \$309,675 | | | | \$309,675 |
| 2.014 | Manholes - Labor/ Equipment & Material | \$40,000 | | | | | | | | |
| Subtotal for | Division 2 | \$4,035,000 | \$293,471 | \$16,204 | | \$309,675 | \$0 | \$0 | \$0 | \$309,675 |

| Division 3 | | | | | | | | | | |
|---------------------|---------------------------------|--------------------|-----------------|-----------------|-----------|------------------|-----------------|-----------------|-----------------|-----------------|
| 3.001 | F/P/I Concrete 4000 cy @ 450 cy | \$1,800,000 | | | | | | | | |
| 3.002 | Rebar Materials | \$530,000 | \$98,954 | \$23,096 | Rebar Fab | \$122,050 | \$25,927 | \$50,000 | \$75,927 | \$46,123 |
| 3.003 | Rebar Install | \$230,000 | | | | | | | | |
| 3.004 | Precast Concrete / Hollowcore | \$60,000 | | | | | | | | |
| Subtotal for | Division 3 | \$2,620,000 | \$98,954 | \$23,096 | | \$122,050 | \$25,927 | \$50,000 | \$75,927 | \$46,123 |

| Division 4 | | | | | | | | | | |
|---------------------|-------------------|------------------|------------|------------|--|------------|------------|------------|------------|------------|
| 4.001 | Masonry | \$360,000 | | | | | | | | |
| Subtotal for | Division 4 | \$360,000 | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | \$0 |

| Division 5 | | | | | | | | | | |
|---------------------|-------------------------|------------------|-----------------|-----------------|--------|-----------------|------------|------------|------------|-----------------|
| 5.001 | Misc Metals - Materials | \$240,000 | | \$21,260 | Hackal | \$21,260 | | | | \$21,260 |
| 5.002 | Misc Metals - Labor | \$60,000 | | | | | | | | |
| 5.003 | Hatches | \$20,000 | \$14,716 | | | \$14,716 | | | | \$14,716 |
| Subtotal for | Division 5 | \$320,000 | \$14,716 | \$21,260 | | \$35,976 | \$0 | \$0 | \$0 | \$35,976 |

| Division 6 | | | | | | | | | | |
|---------------------|-------------------|-----------------|------------|------------|--|------------|------------|------------|------------|------------|
| 6.001 | Carpentry | \$10,000 | | | | | | | | |
| Subtotal for | Division 6 | \$10,000 | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 | \$0 |

Windom, MN WWTF

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3890 27th Street SE
Buffalo, MN 55313



Pay Req. No. **5**
Period Ending: **3/31/2019**

| | | | | | | | | | | | | | |
|---------------------|-----------------------------|------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 7.001 | Dampproofing | \$30,000 | | | | | | | | | | | |
| 7.002 | Insulation / Vapor Barriers | \$35,000 | | | | | | | | | | | |
| 7.003 | Roof System | \$70,000 | | | | | | | | | | | |
| 7.004 | Caulking | \$15,000 | | | | | | | | | | | |
| Subtotal for | Division 7 | \$150,000 | \$0 |

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|---------------------|--|-----------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 8.001 | Hollow Metal Doors Frames and Hardware | \$35,000 | | | | | | | | | | | |
| 8.002 | Overhead Doors | \$15,000 | | | | | | | | | | | |
| Subtotal for | Division 8 | \$50,000 | \$0 |

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|---------------------|--|------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 9.001 | Painting - Headworks | \$100,000 | | | | | | | | | | | |
| 9.002 | Painting - Anerobix / Anoxic Basins | \$70,000 | | | | | | | | | | | |
| 9.003 | Painting - Rapid Mix Tank | \$35,000 | | | | | | | | | | | |
| 9.004 | Painting - Aeration Tanks 1-3 | \$110,000 | | | | | | | | | | | |
| 9.005 | Painting - Clarifiers 1 & 2 | \$35,000 | | | | | | | | | | | |
| 9.006 | Painting - Control Building | \$40,000 | | | | | | | | | | | |
| 9.007 | Painting - Filter Building | \$25,000 | | | | | | | | | | | |
| 9.008 | Painting - Chlorine / Post Aeratoin | \$50,000 | | | | | | | | | | | |
| 9.009 | Painting - Sludge Building / Biosolids | \$65,000 | | | | | | | | | | | |
| Subtotal for | Division 9 | \$530,000 | \$0 |

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|---------------------|--------------------|----------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 10.001 | Specialties | \$5,000 | | | | | | | | | | | |
| Subtotal for | Division 10 | \$6,000 | \$0 |

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|---------------------|------------------------------|--------------------|-----------------|-----------------|-----|--|------------------|------------|------------|------------|------------|------------------|--|
| 11.001 | Horizontal End Suction Pumps | \$80,000 | | | | | | | | | | | |
| 11.002 | Chemical Feed Equipment | \$230,000 | | | | | | | | | | | |
| 11.003 | Hydraulic Gates | \$55,000 | | | | | | | | | | | |
| 11.004 | Submersible Pumps | \$50,000 | | \$33,024 | QFS | | \$33,024 | | | | | \$33,024 | |
| 11.005 | Recess Vortex Pumps | \$110,000 | | | | | | | | | | | |
| 11.006 | Rotary Lobe Pumps | \$75,000 | \$62,986 | | | | \$62,986 | | | | | \$62,986 | |
| 11.007 | Grit Removal Equipment | \$160,000 | | | | | | | | | | | |
| 11.008 | Fine Screen | \$275,000 | | | | | | | | | | | |
| 11.009 | Clarifier Equipment | \$250,000 | | | | | | | | | | | |
| 11.010 | Blowers | \$375,000 | | | | | | | | | | | |
| 11.011 | Fine Bubble Aeration | \$100,000 | | | | | | | | | | | |
| 11.012 | Sludge Heat Exchanger | \$40,000 | | | | | | | | | | | |
| 11.013 | Course Bubble Aeration | \$40,000 | | | | | | | | | | | |
| 11.014 | Rapid Mixers | \$40,000 | | | | | | | | | | | |
| 11.015 | Submersible Mixers | \$50,000 | | | | | | | | | | | |
| 11.016 | Biosolids Tank Mixers | \$75,000 | \$64,700 | MWPEC | | | \$64,700 | | | | | \$64,700 | |
| 11.017 | Lab Equipment | \$10,000 | | | | | | | | | | | |
| 11.018 | Samplers | \$20,000 | | | | | | | | | | | |
| Subtotal for | Division 11 | \$2,035,000 | \$62,986 | \$97,724 | | | \$160,710 | \$0 | \$0 | \$0 | \$0 | \$160,710 | |

Windom, MN WWTF

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3980 27th Street SE
Buffalo, MN 55313



Pay Req. No. **5**
Period Ending: **3/31/2019**



| | | | | | | | | | | |
|---------------------|--------------------|----------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 12.001 | Furnishings | \$3,200 | | | | | | | | |
| Subtotal for | Division 12 | \$3,200 | \$0 |

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|---------------------|-----------------------|------------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 13.001 | Disc Filters | \$730,000 | | | | | | | | |
| 13.001 | FRP Wiers and Baffles | \$30,000 | | | | | | | | |
| Subtotal for | Division 13 | \$760,000 | \$0 |

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|---------------------|--------------------|----------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 14.001 | Davit Hoists | \$7,000 | | | | | | | | |
| Subtotal for | Division 14 | \$7,000 | \$0 |

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|---------------------|----------------------------------|--------------------|------------------|------------------|---------------|------------------|------------|------------|------------|------------------|
| 15.001 | Int. DIP & FTGS - Material | \$850,000 | \$92,554 | \$63,181 | Core and Main | \$155,735 | | | | \$155,735 |
| 15.002 | Int. DIP & FTGS - Labor | \$150,000 | | | | | | | | |
| 15.003 | Valves | \$500,000 | \$86,360 | \$40,826 | Veseco | \$127,186 | | | | \$127,186 |
| 15.004 | Misc Process Pipe - Material | \$50,000 | | | | | | | | |
| 15.005 | Misc Process Pipe - Labor | \$30,000 | | | | | | | | |
| 15.006 | Mechanical Insulation | \$32,000 | | | | | | | | |
| 15.007 | Pre-treatment Plumbing / HVAC | \$250,000 | | | | | | | | |
| 15.008 | Sludge Building Plumbing / HVAC | \$50,000 | | | | | | | | |
| 15.009 | Filter Building Plumbing / HVAC | \$50,000 | | | | | | | | |
| 15.010 | Control Building Plumbing / HVAC | \$50,000 | | | | | | | | |
| 15.011 | Insulation | \$50,000 | | | | | | | | |
| 15.012 | Temp Controls | \$80,000 | | | | | | | | |
| Subtotal for | Division 15 | \$2,142,000 | \$178,914 | \$104,007 | | \$282,921 | \$0 | \$0 | \$0 | \$282,921 |

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|--------|-------------------------------|-----------|--|--|--|--|--|--|--|--|
| 16.001 | Electrical GC's | \$30,000 | | | | | | | | |
| 16.002 | Basic Materials | \$100,000 | | | | | | | | |
| 16.003 | Conduit and Fittings | \$250,000 | | | | | | | | |
| 16.004 | Wire and Cable | \$210,000 | | | | | | | | |
| 16.005 | Outlet Boxes | \$10,000 | | | | | | | | |
| 16.006 | Pull and Junction Boxes | \$15,000 | | | | | | | | |
| 16.007 | Wiring Devices | \$10,000 | | | | | | | | |
| 16.008 | Electrical Motors | \$15,000 | | | | | | | | |
| 16.009 | Disconnects | \$60,000 | | | | | | | | |
| 16.010 | Grounding | \$10,000 | | | | | | | | |
| 16.011 | Transformers | \$20,000 | | | | | | | | |
| 16.012 | Panelboards | \$25,000 | | | | | | | | |
| 16.013 | MCC's | \$410,000 | | | | | | | | |
| 16.014 | Transfer Switches | \$50,000 | | | | | | | | |
| 16.015 | Lighting | \$100,000 | | | | | | | | |
| 16.016 | Generator | \$160,000 | | | | | | | | |
| 16.017 | Electrical Resistance Heating | \$25,000 | | | | | | | | |

Windom, MN WWTF

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313



Pay Req. No. **5**
Period Ending: **3/31/2019**

| | | | | | | | | | | |
|---------------------|----------------------|--------------------|------------|------------|------------|------------|------------|------------|------------|------------|
| | | | | | | | | | | |
| 16.018 | Software | \$135,000 | | | | | | | | |
| 16.019 | Control Panels | \$670,000 | | | | | | | | |
| 16.020 | Fiber Optics | \$20,000 | | | | | | | | |
| 16.021 | DO Analyzers | \$50,000 | | | | | | | | |
| 16.022 | Nitrate Analyzers | \$60,000 | | | | | | | | |
| 16.023 | Ammonia Analyzers | \$35,000 | | | | | | | | |
| 16.024 | Phosphorus Analyzers | \$35,000 | | | | | | | | |
| 16.025 | LEL Gas Monitoring | \$15,000 | | | | | | | | |
| 16.026 | Cable Junction Boxes | \$35,000 | | | | | | | | |
| 16.027 | Control Stations | \$15,000 | | | | | | | | |
| 16.028 | Instrumentation | \$115,000 | | | | | | | | |
| 16.029 | Coordination Study | \$15,000 | | | | | | | | |
| Subtotal for | Division 16 | \$2,700,000 | \$0 |

Grand Totals
 \$16,598,200
 \$649,041
 \$262,291
 \$911,332
 \$25,927
 \$50,000
 \$75,927
 \$835,405