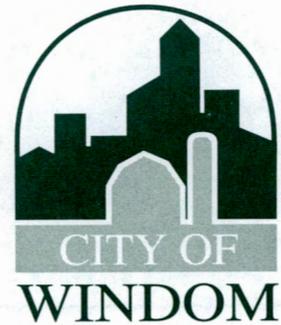


**Council Meeting**  
**Tuesday, March 19, 2019**  
**City Council Chambers**  
**6:30 p.m.**  
**AGENDA**



Call to Order

Pledge of Allegiance

1. 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
  - License – Temporary On-Sale Liquor License - BARC
  - Regular Bills
2. Department Heads
3. Public Hearing Residential Tax Abatement – 1204 River Road
4. Resolution Declaring A Local Emergency
5. Charter Commission Proposed Amendments – Set Public Hearing Date
6. First Reading Ordinance #176 2<sup>nd</sup> Series – Dance Ordinance Revision
7. Park & Recreation Commission Recommendation – Tennis Court Location
8. Electric Department – Union Pacific Railroad Agreement
9. Hiring Recommendation – Liquor Store
10. Spring Cleanup Recycling Fees
11. New Business
12. Old Business
13. Council Comments
14. Adjourn



**Regular Council Meeting  
City Hall, Council Chamber  
March 5, 2019  
7:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Pro Tem Ray

2. Roll Call:

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

Council Absent: Mayor Dominic Jones

City Staff Present: Steve Nasby, City Administrator; Brian Cooley, Street/Park Superintendent; Drew Hage, Development Director; Mike Haugen, Water/Wastewater Superintendent; Corey Hilleshiem, Assistant Police Chief and Jason Sykora, Electric Superintendent

3. Pledge of Allegiance

4. Consent Agenda:

- Minutes
  - Council Minutes – February 19, 2019
  - Charter Commission – February 13, 2019
  - Community Center Commission – February 19, 2019
  - Street Committee Meeting – February 22, 2019
  - Park & Recreation Commission – February 26, 2019
  - Utility Commission – February 27, 2019
- Regular Bills

**Motion by Byam second by Quade approving the Consent Agenda. Motion carried 5 – 0.**

5. Department Heads:

Brian Cooley, Street/Park Superintendent, updated the Council with the snow removal situation and work undertaken by his department. He stated that 6<sup>th</sup> Avenue S has been completed. Outlying areas are quickly drifting in with snow due to the high winds. The Street Department is planning on posting “No Parking” on 4<sup>th</sup> Avenue to widen the street in the next few days. He mentioned that due to the heavy use of their equipment and quantity of snow, repairs have been costly. Council thanked the crew for all their work.

Drew Hage, Development Director, reminded the public that there is funding available for residential rehab open for property owners on the East Hill area. Residents can call the EDA offices for additional information and an application.

6. League of MN Cities Insurance Renewal – Josh Peterson:

Josh Peterson, Agent of Record, presented the 2019 City of Windom Insurance Renewal. He highlighted the following points:

- Dividend of \$7,860 paid out from the LMCIT for 2018
- Overall Premium increase of about 8%, equating to \$17,308
- Property Value increases due to inflation and new property valuations
- Auto Liability increase due to the addition of newer vehicles
- Mobile Property blanket coverage of \$100,000 limit per unit
- Traveler's Policy Rate was flat, the increase was strictly due to value increase (Municipal Power Plant)
- Workman's Compensation had a flat Exponential Mod Factor (0.88)
  - A three year period is used
  - 2016 had a high claim amount
  - Average member increase was 1%
  - \$1,900 cost increase

Council will need to take action on Statutory Tort Limit and Excess Liability Coverages. Peterson said accepting the Excess Liability Coverage would have an additional cost.

**Motion by Grunig second by Byam to not waive the Statutory Tort limit of \$500,000 per claimant. Motion carried 5 – 0.**

**Motion by Byam second by Grunig to not accept the Excess Liability Coverage for 2019. Motion carried 5 – 0.**

7. Residential Tax Abatement – Resolution Calling for a Public Hearing:

Hage gave an overview of the 5-Year Tax Abatement Program that the City of Windom is offering in conjunction with the County and School District. A new application has been received for 1204 River Road. The abatement dollars would be \$3,195 for the City of Windom. Pursuant to Minnesota Statutes, it is necessary to hold a public hearing on any proposed abatement of real estate taxes. Hage is calling for a public hearing to be held at the next City Council Meeting.

**Council Member Byam introduced the Resolution No. 2019-13, entitled “RESOLUTION CALLING FOR PUBLIC HEARING ON PROPOSED TAX ABATEMENT FOR NEW RESIDENTIAL PROJECT”, and moved its adoption. The resolution was seconded by Quade and on roll call vote: Yes: Byam, Grunig, Ray, Nelson, and Quade. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

Council discussed the potential project and lot drawings. The applicant has been working with the Building and Zoning Official to be in compliance with building regulations. The applicant is still responsible for building permit fees and utility hookups.

8. Decertification of TIF District No. 1-8:

Hage reviewed the Decertification process of Tax Increment Financing District No. 1-8, which covers the property at 339 Ninth Street. The obligation of the District was satisfied by the end of 2018 and all project costs have been paid. He is recommending the Council decertify the TIF.

**Council Member Byam introduced the Resolution No. 2019-14, entitled “RESOLUTION APPROVING THE DECERTIFICATION OF TAX INCREMENT FINANCING DISTRICT NO. 1-8”, and moved its adoption. The resolution was seconded by Grunig and on roll call vote: Yes: Grunig, Ray, Nelson, Quade, and Byam. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

9. 2019 City Council Meeting Time:

Nasby noted that staff has prepared an Ordinance allowing Council to set City Council Meeting times annually. Two Ordinance Readings have been held and the Ordinance has been published.

Council discussed switching the meeting time to 6:30 PM. It was determined that Department Heads and public input were in favor of the change.

**Motion by Grunig second by Quade to set the 2019 City Council Meetings for 6:30 PM on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month effective March 19, 2019. Motion carried 5 – 0.**

10. 2019 Board of Appeal and Equalization Meeting Scheduled for May 13, 2019:

Nasby asked the Council to set the Annual Board of Appeal and Equalization Meeting for May 13, 2019 at 4:30 PM. The meeting allows residents to talk about the assessed value of their property with the County Assessor and potential adjustments to that value.

**Motion by Grunig second by Nelson to set the 2019 Board of Appeal and Equalization Meeting for May 13, 2019 at 4:30 PM. Motion carried 5 – 0.**

11. Arena Management Employment Agreement:

Nasby received a request from Aaron Walkin to terminate his contracted services agreement with the City of Windom due to an employment opportunity that he has received. The City’s options would be to hold Mr. Walkin to his agreement, terminate the agreement with an early termination penalty or terminate the agreement. Staff is recommending to terminate the agreement as Walkin has built goodwill and partnerships with the Arena Booster Club and Hockey Association. Nasby has spoken with Tim Hogan about taking on the contracted services position. Mr. Walkin is willing to assist with the transition.

**Motion by Byam second by Quade to terminate the Contracted Services Agreement with Aaron Walkin and to enter into a Contracted Services Agreement with Tim Hogan. Motion carried 5 – 0.**

12. Contractor Payments & Change Orders:

**Motion by Quade second by Byam to approve pay request #4 to Gridor Construction, Inc. for \$441,446. Motion carried 5 - 0.**

Jason Sykora, Electric Superintendent, presented a Change Order Request for Conductor Power LLC. The request states that the Contractor has assisted in pulling new feeder cable and changing conduit from a 2” to a 3” wire. The total change request cost is \$7,284.48.

Preliminary

Sykora noted that the Substation project is now 100% complete. The Utility Commission and Project Engineer are recommending that the Project Retention Costs of \$74,565.55 be paid to Conductor Power, LLC.

**Motion by Grunig second by Nelson to approve Change Request Order #2 in the amount of \$7,284.48 for Conductor Power, LLC. Motion carried 5 - 0.**

**Motion by Grunig second by Nelson to approve the Final Payment for in the amount of \$74,565.55 for Conductor Power, LLC. Motion carried 5 - 0.**

13. New Business:

None.

14. Old Business:

None.

15. Council Comments:

Nelson advised the public to use caution this weekend due to the predicted snowstorm.

Grunig thanked Tim Hogan for his willingness to step up and help at the Arena.

Byam also extended appreciation to Walkin and Hogan.

Ray gave thanks to the citizens who dug out their fire hydrants.

Nasby also thanked citizens, employees, and the sentenced to serve who cleared around the fire hydrants throughout town. He also recognized the Street Department for their ongoing work clearing the streets.

16. Adjournment:

**Mayor Pro Tem Ray adjourned the meeting by unanimous consent at 8:11 p.m.**

\_\_\_\_\_  
JoAnn Ray, Mayor Pro Tem

Attest: \_\_\_\_\_

Steve Nasby, City Administrator

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

February 13, 2019 ~ 4:00 pm

A regular meeting of the Board of Directors was held on Wednesday, February 13, 2019, at the Hillside Manor Community Room. Board Members present: Linda Jaakola, Margaret McDonald, Pam Dobson, Dan Molitor and Tom White. Also present were: Executive Director, Connie Clausen and Operations Manager, Linda Loewen. Absent: Mike Meyer, Resident Liaison.

The Regular Board Meeting was called to order at 4:08 pm with the consent agenda approved (McDonald/Molitor) which included minutes from the previous meeting, the agenda, utility report, balance report and bills report.

Scheduled Guests: None

Old business consisted of:

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1. We welcomed our new board commissioner, Tom White. The Executive Director provided him with the Oath of Office form.
2. An update was given on the monthly turnaround rate. Since April 1, 2018, we've had 34 turnarounds at an average rate of 6.97 days. The Executive Director reviewed the current fee accountant report. There were a few items in question and the Executive Director will be doing some follow-up with the fee accountant for clarification.
3. An update was given on the 957 River Road property. The Executive Director is working on getting quotes to install central air in this property. She has also requested a quote from MN Energy for an appliance service contract to cover repairs on refrigerator, water heater and furnace.
4. An update was given on the long-term radon testing completed at Hillside Manor. The test results show slightly elevated levels in one unit. Bids results will be reviewed at the March board meeting.
5. An update was given on the HS Parking Lot Project. A contract has been signed with Bolton & Menk. They surveyed the parking lot in January. Bidding documents are being completed and are expected to be sent out in March.
6. An update was given on the Riverview Security Camera Project. Safe-n-Secure has notified us that they cannot uphold the original estimate given. The Executive Director will be sending out RFP's versus requesting an estimate in the near future.
7. The Director gave an update on the EDA Loan status. There has not been a purchase agreement signed with CemStone by 12/31/18. Per the loan agreement, repayment is scheduled for 1/2/2020.
8. Due to the weather the Executive Director was not able to attend the MN NAHRO Day at the Capitol this year.

New Business consisted of:

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1. An update was given for the Jackson HRA. The upgrade to the cable TV system in the Hi-Rise is expected to be completed in March. The maintenance staff is working on window repairs as needed. The Geo-Therm at the Hi-Rise needs some repair. This is a larger project than initially expected and the Director will research grant opportunities. The parking lot project has been put off until 2020 due to cost and funding.
2. The Executive Director reported the Part-Time Cleaning/Maintenance position has been vacated as of 2/15/19. Ads will be going out in the Citizen and Shopper next week.
3. The Executive Director and Maintenance did a walk-through of all units at Hillside Manor to address complaints regarding the heating system. The heating system was found in good working order. Tenants were also educated on things they could do to help keep heat in their units. Maintenance will be doing some weatherization on the outside of the building this year as well.
4. The Annual Fire Extinguishers & Exit Sign Inspections were completed on 1/22 by Windom Fire and Safety. Several extinguishers needed to be recharged this year. There was nothing abnormal to report.
5. The Annual Smoke Alarm & Sprinkler testing is scheduled with Brother's Fire on 2/14 at both Hillside Manor and Riverview Apartments.

6. The Director reports the Annual Public Hearing is scheduled for 2/15 at 3:30 pm in the Community Room at HillSide Manor. The CFP 5Yr plan will be available for review.
7. The eLOCCS Approving Official needs to be updated to the current Board Chairperson. The Executive Director and Board Chairperson have met to start this process.
8. The Executive Director reported on bad debts to be written off for the last year. There are currently 15 accounts in the amount of \$3,651.45 to be written off as bad debt. A motion was made to approve the write-off as presented. (White/McDonald)
9. The Executive Director reported that current bank account signatures need to be updated to remove the past board chairman and add the current board chairperson. A motion made to approve the removal of Frank Dorpinghaus and the addition of Linda Jaakola to current bank account signatures. (Dobson/White)
10. The Executive Director presented information proposing a change to current retirement accounts. Cutler Financial is recommending employee retirement accounts that are currently held with Lincoln Financial be moved to Security Benefits. This would be an overall savings of approximately \$1,600.00 between the HRA and staff. After some discussion, a motion was made to move retirement accounts to Security Benefits from Lincoln Financial, managed through Cutler Financial. (McDonald/Dobson)
11. The Executive Director reports working on the following reports: (Jackson & Windom) 2018 ACA Reporting, MHFA PORT Annual Certification(Windom) FYE 3/31/2018 Annual Audit REAC submission, Pay Equity Report, Annual PHA Plan & supporting documents, Proposed Budget, Employee Reviews, Maintenance Wage Report.
12. The Executive Director reminded board members to complete the suggested online training titled Lead The Way Training: [https://www.hud.gov/program\\_offices/public\\_indian\\_housing/leadtheway](https://www.hud.gov/program_offices/public_indian_housing/leadtheway)
13. Upcoming board meetings will be March 13<sup>th</sup> at RV and April 10<sup>th</sup> at HS.

With no further business, the meeting was adjourned at 5:01pm (McDonald/Dobson).

Linda Jaakola, Chairman

Connie Clausen, Executive Director

**TELECOMMUNICATIONS COMMISSION MEETING  
CITY OF WINDOM COMMUNITY CENTER February 25<sup>th</sup>, 2019**

**I. Call Meeting to Order.** The meeting was called to order by President Kelly 6:03 PM

**II. Roll Call:**

President:	Kent Kelly	City Staff:	Steve Nasby @6:19pm
V President:	Travis Eichstadt	City Staff:	Jeff Dahna
Secretary:	George Rogotzke @6:11	SMBS Liaison:	Donny <i>Absent</i>
Commissioner:	JD Palm	SMBS Liaison:	Travis Thies <i>Absent</i>
Commissioner:	Mike Schowalter <i>Absent</i>	Media:	Dirk Abraham
Council Liaison:	Jenny Quade	Media:	Rahn Larson <i>Absent</i>
Council Liaison:	Marv Grunig	Others Present:	-

**III. Approval of Minutes from February 25<sup>th</sup> 2019 meeting**

**Motion by Eichstadt, to approve minutes from the February 25<sup>th</sup> 2019 meeting.  
Seconded by Kelly. Motion approves 3 to 0.**

**IV. SMBS Liaison Report:** No SMBS liaison present.

**V. Project Updates:** Dahna reports on the Windomnet fiber expansion- Cottonwood Co. Rd 25/Jackson Co. Rd 17- Windomnet staff continue to work on splicing the GPON Splitter Ped and two service drops as the weather allows.

Dahna reports on the Migration project- techs are continuing to move all CO LOOP FD-500 customers onto the new E7-2 platform. Telecom will be targeting specific addresses that are on this system and free up 32-way splitters. New DSX RJ45 T1 panel for new Calix E7-2 for PRI circuits cross-connection to 766GX-R units has been installed and tested. RR106 -48VDC fuse panel is at capacity and we will be installing a larger capacity fuse panel to allow for additional equipment in the rack.

**VI. Manager's Report:** Dahna reports - Windomnet staff technician will be out on extended leave for medical and family reasons.

-Fiber optic cable Perkins Creek- Contractor should be able to splice in the 48-fiber cable and cutover customer to the new fiber route within the next two weeks.

-Minneapolis local TV channels issues- picture quality has been stable since Ethernet transport reroute.

- Staff has scheduled out of hours upgrades for E7-2, ONTs, and ancillary equipment.

- Internet Access – Cogent 1Gb connection in Minneapolis was terminated February 14th, 2019. The cost was \$1,750 plus \$600 cross connect fee per month. Which will be a savings of \$28,200 annually.

Dahna covers with commissioners the financial impact would be if video services would be dropped from the Windomnet service offering. With estimated reduction of CATV Headend operational costs it looks like there would be a \$20,000 difference on budget. Commissioners and Dahna discuss video options.

**VII. New Business:** - Calix Flow Analyze – Subscription Tier 2,000 endpoints renewal Due March 22, 2019 \$395 MRC or \$4,740 Annual.

**Motion by Rogotzke, seconded by Kelly, to approve and direct Telecom GM to renew the Calix Flow Analyze Subscription Tier for 2,000 endpoints at annual rate of \$4,740. Motion approved 4 – 0.**

- Spam Server – Edgewave MAG2700 License renewal 12-month term \$6,180 or 36-month term \$15,100 which is a savings of \$3,440. This appliance is older but it will be supported through the 36-month term.

**Motion by Kelly, seconded by Palm, to approve and direct Telecom GM to renew the Edgewave MAG2700 Spam Filter license for a 36-month term rate of \$15,100. Motion approved 4 – 0.**

- Windomnet Service request – Engineering firm working with Cottonwood County has asked for pricing to get fiber optic services to the County Landfill location.

**Motion by Rogotzke, seconded by Eichstadt, to approve Telecom GM to utilize a Telecommunications Engineering firm to assist in an estimated price for this service request. Motion approved 4 – 0.**

**VIII. Old Business:** Commissioners discuss Video Service.

**IX. Commissioner’s concerns and questions:**

**X. Set Next Telecom meeting:** March 25, 2019 at 6:00 pm at the Community Center.

**X1. Adjourn:** Motion to adjourn by Rogotzke second by Eichstadt at 7:00 pm. Motion approved 4 – 0.

\_\_\_\_\_  
Kent Kelly, Telecom Committee President

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

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

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM  
MINUTES  
MARCH 11, 2019

1. Call to Order: The meeting was called to order by Vice President Rick Clerc at 12:00 p.m.

2. Roll Call & Guest Introductions:

EDA Commissioners: Betsy Herding, Rick Clerc, Justin Espenson, Marv Grunig, and Rod Byam.

Also Present: EDA Staff – Drew Hage, EDA Executive Director, and Mary Hensen, Admin. Asst.; Mayor Dominic Jones, City Administrator Steve Nasby, Kathy Hanson, WADC Liaison; Kevin Stevens, Co. Comm. Liaison; Brady and Kathleen Haugen of “Small Town Modern”, and Rahn Larson (Citizen).

3. Approval of Minutes: February 11, 2019

**Motion by Commissioner Grunig, seconded by Commissioner Byam, to approve the Minutes of the EDA Meeting held on February 11, 2019. Motion carried 4-0.** (Commissioner Herding arrived after this vote.)

4. North Windom Industrial Park Sign: Brady and Kathleen Haugen of Small Town Modern (“STM”) distributed copies of their proposal for the North Windom Industrial Park entrance sign. The proposal included elevation drawings, information concerning design and material selection, readability and multi-directional visibility, tentative time schedule for the project, and a project quote of \$27,500.

Mr. Haugen gave a brief overview of the dimensions of the sign and the renderings. He advised that pursuant to the Board’s request, they have scaled down the project and eliminated the “Cadillac” items. Pursuant to the quote, the City of Windom will be responsible for raising the grade where the sign is to be placed. STM will be responsible for the materials and all other steps in the sign installation process except that the City will provide the dirt for the final land grading surrounding the sign. A frost footing will be installed by STM. The corner concrete column will be 20’ in height and 4’ X 4’ in diameter. The sign will be constructed of corten steel. The business name plates will be laser cut from stainless steel, clear-coated, and installed by STM. Both panels of the sign and the pillar would be constructed in 2019. The second panel of the sign would be used for businesses in Phase II of NWIP. The EDA would contact Haugens when additional name plates are needed. STM will prepare and mount those name plates. These subsequent expenses are all included in the quote.

Kathleen Haugen explained the information she included in the proposal concerning size of lettering and readability calculations, customizability, and permanency of the sign. There was a discussion concerning vertical placement of the name of the industrial park on the column. Kathleen explained that the sign design of the column encourages the eye to start at the bottom of the sign and read up which is a modern concept for vertical signs. Haugens believe that the sign will be a beacon for NWIP and direct travelers to the park entrance and Commerce Boulevard. Brady Haugen answered questions concerning the sign materials and construction. He indicated that he could provide construction drawings showing the sections of sign.

Director Hage advised that the EDA will retain the existing NWIP billboard in its present location for use by the businesses in the industrial park for their advertising. He said that Snick’s Signs had also submitted an estimate and design for the entrance sign (which the Board reviewed at a previous meeting). The quote from Snick’s Signs (\$24,380.85) was based on the assumption that the City

Electric Department would be able to assist with digging the holes and setting I-beams and cross members. After further discussion, the following action was taken.

**Motion by Commissioner Clerc, seconded by Commissioner Byam, to approve the NWIP entrance sign project as presented by Small Town Modern for a total cost of \$27,500. Motion carried 5-0.**

5. Prairie Meadow Subdivision: Director Hage reported on his communications with Superintendent Wayne Wormstadt. Director Hage submitted the proposal for division of the costs and the option for the EDA to assume all the costs incurred, including the School's share, in exchange for three lots in the subdivision. The School Board approved a motion to pay one-third of the costs related to the Prairie Meadow Subdivision Project. There was a discussion of the negotiations with the School regarding division of the costs and dissolving the Agreement between the parties concerning Prairie Meadow Subdivision.

**Motion by Commissioner Espenson, seconded by Commissioner Grunig, to accept the School's offer to pay one-third of the costs incurred by the EDA for the Prairie Meadow Subdivision and to dissolve the "Prairie Meadow Subdivision Development Agreement" between the EDA and the School. Motion carried 5-0.**

6. Cemstone Redevelopment Area

A. Appraisal: The Board had received copies of the appraisals of two potential lots in the Cemstone Redevelopment Area prepared by Jay Grandprey. There was a discussion of the appraised values and the comparables used by Mr. Grandprey. The lots in this area would include street and other infrastructure to provide city services which is not always true of lots on other lakes.

B. Lot Size Discussion: Director Hage advised that he has consulted with a number of people and their opinions vary on lot sizes. He further advised that the property has not been surveyed yet so the measurements may change somewhat. He believes that there is a good mix of proposed lot sizes. There was a discussion concerning the size of the lake lots. Director Hage reviewed options for changing sizes of some of the back lots. After further discussion, it was the Board's consensus for Commissioners to consider the options and discuss lot sizes again at the April Meeting.

7. Spec Building: Director Hage reported that recently the EDA has received two requests for available buildings and he set forth the criteria requested. There was a brief discussion as to whether the Board would suggest constructing another spec building in NWIP if the EDA's current spec building is sold in the future.

8. Housing Redevelopment Project: Director Hage advised that a developer has approached the EDA regarding a purchase option he is holding for a commercial property on Highway 60. He is able to exercise the option until the end of June 2019. Director Hage discussed options that the developer is considering regarding the property. After further discussion, the matter was tabled until more information can be provided.

9. Belmont Park Mountain Bike Trail

A. Letter of Support: Director Hage reported that the Jackson County Trails Committee is working on a bill with Representative Gunther for the Belmont Park Mountain Bike Trail. The trails committee is working with numerous groups and public entities to show support for this project. The trail is not a connecting trail and would be contained entirely within Belmont Park. This park is located approximately half way between Jackson and Windom off of Highway 71. Director

Hage said that this trail would be a new amenity for the area and the EDA would be supporting a livability project. He advised that Mankato has a mountain bike club and maybe there could be activities with other bike clubs at this new trail. The Committee is requesting a letter of support. It was the consensus of the Board to authorize Director Hage to prepare a letter of support for the Belmont Park Mountain Bike Trail and forward the letter to the Committee.

10. Miscellaneous Information

A. EDA Monthly Financial Recap: The Board received copies of the EDA's Account Activity through January 31, 2019.

B. River Bluff Townhomes – Monthly Financial Report: The Board received copies of the January 2019 Financials provided by Van Binsbergen & Associates.

11. Adjourn: On consensus, President Herding adjourned the meeting at 1:17 p.m.

Attest:

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

\_\_\_\_\_  
Justin Espenson, Secretary-Treasurer

Windom Library Board Meeting  
City of Windom Council Chamber  
Tuesday, March 12, 2019

5:05 p.m.

1. Call to order: The meeting was called to order by John Duscher
2. Roll Call: Members Present: John Duscher, Kathy Hiley, Susan Ebeling, Steve Fresk and Anita Winkel

Members Absent: Terri Jones and Kari Scheitel

Library Staff Present: Dawn Aamot

City Council Member Present: None

3. Agenda and Minutes:

Motion by Steve Fresk and seconded by Anita Winkel to approve the agenda and the minutes.

4. Financial Report:

Dawn reviewed the financial report. Annual payments were made to Plum Creek Library System. The utilities reflect savings due to the new windows. Motion by Susan Ebeling and seconded by Kathy Hiley to approve the Financial Report.

5. Librarian's Report:

Dawn reported that 119 have now signed up for the winter reading program that ends on March 31. The winter reading program began in 2004.

Dawn is working on the state report that is due April 1.

Fredin Construction have finished the walls, installs the wainscoting and painted in the nook area. Ron's Electric are coming to install the light fixtures and then carpet will be laid. Dawn is still waiting to hear back from Terry Fredin regarding the start date for the bathroom construction.

Nancy continues her daycare visits. She will be submitting the summer reading program information to the Community Ed booklet that is due the end of March.

Plum Creek Library will be sending out publicity information on the "Little Minnesota WWII" program that will take place on April 3 at 10:00 am at the Community Center.

Dawn along with the librarians from Westbrook and Mountain Lake are looking at booking Rachel Kroog for the Cottonwood County Fair Library Day. She gives inspirations kid's programs using puppets and music. They are also considering asking Bob and the Beachcombers to return this year as they were very popular last year.

The Plum Creek Library director has resigned. Plum Creek will be putting together a committee to search for a new director. The search will be statewide and beyond.

Motion by Anita Winkel and seconded by Susan Ebeling to accept the librarian's report.

6. Old Business:

See Librarian's Report.

7. New Business:

It is being proposed that two bike racks will be placed on the south side of the library and one by City Hall. These will be purchased with monies from the State Health Improvement program that the EDA had acquired.

8. Book Suggestions:

9. Adjourn:

Meeting adjourned at 5:32 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary

## Parks & Recreation Commission Minutes

March 13, 2019

5:30 p.m.

### Call to Order:

Commission member Josh Schunk called the meeting to order. Chairman Jason Kloss arrived at 5:45PM and presided over the rest of the meeting

### Roll Call:

Present: Jason Kloss, Ron Kuecker, Howard Davis,  
Marri Harries, and, Bryan Joyce  
Absent: Jess Smith, Josh Schunk,  
Council Liaisons: Jenny Quade (absent) and Rod Byam  
(present)  
City Staff Present: Brian Cooley, Street and Park  
Superintendent, Tim Hogan,  
Interim Arena Manager.

### 1. Approve Agenda and Minutes:

- a) The agenda was approved unanimous vote, motion by, Ron Kuecker, second by Howard Davis.
- b) The February 26 meeting minutes amended to include Arin Waklen. Motion by Ron Kuecker, seconded by Howard Davis to accept the amended minutes.

### 2. Tennis court discussion:

- a) Chairman Kloss asked Brian Cooley for a report on the location just north of the bathrooms by the skate park. Brian informed the commission that he met with the American Legion and they were opposed to that location because the memorial would need to move. Brian had DGR write up an estimate for that location, \$276,000 was the total to build it there. It was the consensus of the commission to abandon that site as a location.
- b) Discussion than turned to the site north of the skate park in the soccer field. After much discussion, the commission decided that giving up a portion of the soccer field was not in the best interest of the committee or the city. The consensus was to abandon that site as well.
- c) The discussion then turned to the third location on the south end of Tegels Park. That is the preferred location of all of the current tennis players. Its location will be a little east of when the location that was introduced in 2017 by Brent Brown. It has less if a hill and will save money on dirt work after some discussion a motion was made by Howard Davis, "To recommend the building of two tennis courts at Tegels park based on the engineers estimate of 249,000 dollars or less". The motion

was seconded by Marri Harries, motion passed four ya's, one nay (Ron Kuecker)

**3. Street and Parks Superintendent's Report:**

- a) Brian informed the commission that he is working to return the cabin at Island Park back to Christiana Township in Bergen. Brian has been in communication with Jackson County. The Museum foundation is sinking and the ground is unstable at its current location, and it is getting worse.

**4. Open mike discussion:**

- a) Bryan Joyce Lead a discussion about the rec programs and registrations. Tim Hogan will be organizing and spearhead the process.

Meeting adjourned at 6:46pm.

**Next Meeting Wednesday, April 10, 2019 @ 5:30pm Windom City Hall Council Chambers.**



**Minnesota Department of Public Safety**  
**Alcohol and Gambling Enforcement Division**  
 445 Minnesota Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY**  
**TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

<b>Name of organization</b>		<b>Date organized</b>	<b>Tax exempt number</b>
Business Arts & Recreation		Jan 1, 2002	41-2022824
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
PO Box 123, 1012 5th Ave.	Windom	Minnesota	56101
<b>Name of person making application</b>		<b>Business phone</b>	<b>Home phone</b>
Greg Warner		507-831-2375	507-822-2217
<b>Date(s) of event</b>	<b>Type of organization</b> <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer		
April 6, 2019	<input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
<b>Organization officer's name</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
Ashley Johnson	Windom	Minnesota	56101
<b>Organization officer's name</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
John Holt	Windom	Minnesota	56101
<b>Organization officer's name</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
Juane Elstn	Windom	Minnesota	56101
<b>Organization officer's name</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
Cheryl Hanson	Windom	Minnesota	56101

Location where permit will be used. If an outdoor area, describe.  
 BARC Gym - 1012 5th Ave. Windom, MN

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.  
 Beer, Wine, and mixed drinks will be served

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
 MN Joint Underwriting Association - 50,000 each person, 100,000 each occurrence

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



Windom, MN

# Expense Approval Report

## By Fund

Payment Dates 03/02/2019 - 03/15/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL</b>					
BERNARD KIRUI	20190311	03/11/2019	REFUND - STATEMENT CREDIT	100-20191	1.86
IRMA FAST	20190312	03/12/2019	REFUND - STATEMENT CREDIT	100-20191	11.42
MN REVENUE	20190311	03/12/2019	SALES TAX - FEB. 2019	100-20202	18,892.12
MN REVENUE	20190311	03/12/2019	SALES TAX - FEB. 2019	100-20202	7,936.85
MN REVENUE	20190311	03/12/2019	SALES TAX - FEB. 2019	100-20202	12.77
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - QU	100-36200	-272.98
					<b>26,582.04</b>

**Activity: 41110 - Mayor & Council**

SCHRAMMEL LAW OFFICE	20190301	03/12/2019	LEGAL FEES -	100-41110-304	105.00
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - COU	100-41110-334	104.22
CITIZEN PUBLISHING CO	20190228	03/11/2019	ADVERTISING	100-41110-350	1,071.30
<b>Activity 41110 - Mayor &amp; Council Total:</b>					<b>1,280.52</b>

**Activity: 41310 - Administration**

NCPERS MINNESOTA	844600032019	03/06/2019	INSURANCE #844600 - MARC	100-41310-133	80.00
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - MO	100-41310-200	199.00
AMAZON CAPITAL SERVICES, I	149P-K6Y6-H9WR	03/05/2019	#A2Q0YJ8ZLN2YT - SUPPLIES	100-41310-200	29.99
CITIZEN PUBLISHING CO	20190311	03/11/2019	SUBSCRIPTION	100-41310-200	81.00
INDOFF, INC	3211943	02/19/2019	SUPPLIES	100-41310-200	34.68
INDOFF, INC	3212655	02/19/2019	SUPPLIES	100-41310-200	42.58
MAIL FINANCE	N7598340	03/05/2019	LEASE PAYMENT	100-41310-200	23.99
TOSHIBA FINANCIAL SERVICES	379053200	02/27/2019	COPIER LEASE 2/20 - 3/20	100-41310-217	31.13
VAN IWAARDEN	20190305	03/06/2019	SERVICE -FEB 2019	100-41310-301	166.67
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-41310-321	98.53
VERIZON WIRELESS	9824572417	03/06/2019	TELEPHONE #486357723-000	100-41310-321	46.16
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - CRA	100-41310-326	10.00
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-41310-326	287.60
STEVE NASBY	20190312	03/12/2019	EXP - LEGISLATIVE-TESTIFY -LO	100-41310-331	74.82
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - BEST	100-41310-334	168.30
STEVE NASBY	20190312	03/12/2019	EXP - LEGISLATIVE-TESTIFY -LO	100-41310-334	15.34
BLUE CROSS/BLUE SHIELD	20190311	03/11/2019	INSURANCE PREM- APRIL 201	100-41310-480	596.50
<b>Activity 41310 - Administration Total:</b>					<b>1,986.29</b>

**Activity: 41910 - Building & Zoning**

NCPERS MINNESOTA	844600032019	03/06/2019	INSURANCE #844600 - MARC	100-41910-133	24.00
INDOFF, INC	3214173	02/25/2019	SUPPLIES	100-41910-200	4.32
INDOFF, INC	3214683	02/26/2019	SUPPLIES	100-41910-200	30.00
MAIL FINANCE	N7598340	03/05/2019	LEASE PAYMENT	100-41910-200	23.99
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-41910-321	61.08
VERIZON WIRELESS	9824572417	03/06/2019	TELEPHONE #486357723-000	100-41910-321	36.16
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - THA	100-41910-334	18.52
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - MIC	100-41910-334	12.89
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - OAK	100-41910-334	251.26
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - GR	100-41910-334	92.68
<b>Activity 41910 - Building &amp; Zoning Total:</b>					<b>554.90</b>

**Activity: 41940 - City Hall**

ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-41940-381	484.11
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-41940-382	59.23
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-41940-385	122.32
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - HY V	100-41940-406	42.66
MELISSA PENAS	20190301	03/06/2019	SERVICE - CLEANING	100-41940-406	363.00
SANDRA HERDER	20190301	03/06/2019	SERVICE - CLEANING	100-41940-406	363.00
<b>Activity 41940 - City Hall Total:</b>					<b>1,434.32</b>

## Expense Approval Report

Payment Dates: 03/02/2019 - 03/15/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Activity: 42120 - Crime Control</b>					
NCPERS MINNESOTA	844600032019	03/06/2019	INSURANCE #844600 - MARC	100-42120-133	144.00
INDOFF, INC	3212658	02/25/2019	SUPPLIES	100-42120-200	77.92
INDOFF, INC	3214172	02/25/2019	SUPPLIES	100-42120-200	19.54
INDOFF, INC	3215727	02/27/2019	SUPPLIES	100-42120-200	45.89
MAIL FINANCE	N7598340	03/05/2019	LEASE PAYMENT	100-42120-200	23.99
WEX BANK	58073121	03/12/2019	FUEL - POLICE	100-42120-212	1,410.36
WEX BANK	58073121	03/12/2019	FUEL CREDIT - POLICE	100-42120-212	-33.26
AXON ENTERPRISE, INC	SI-1576666	02/25/2019	UNIFORMS	100-42120-218	64.00
COTTONWOOD CO AUD/TREA	20190311	03/12/2019	DEPUTY ATTORNEY - APRIL 20	100-42120-304	3,957.50
COTTONWOOD VET CLINIC	199557	03/07/2019	SERVICE	100-42120-305	131.06
COTTONWOOD VET CLINIC	199560	03/07/2019	SERVICE	100-42120-305	431.98
COTTONWOOD VET CLINIC	199629	03/07/2019	SERVICE	100-42120-305	266.24
WINDOM AREA HEALTH	304300139	03/13/2019	#30005319 - SERVICE	100-42120-305	164.75
MN CHIEF OF POLICE ASSN	9438	03/13/2019	ETI REGISTRATION - FULL CON	100-42120-308	450.00
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-42120-321	70.19
VERIZON WIRELESS	9824572417	03/06/2019	TELEPHONE #486357723-000	100-42120-321	-266.14
MIKE'S LLC	265	02/25/2019	OPERATING EQUIPMENT	100-42120-323	3,572.59
ALPHA WIRELESS - MANKATO	698051	03/07/2019	SERVICE #00681	100-42120-323	108.00
WINDOM QUICK PRINT	20190227	03/06/2019	SUPPLIES	100-42120-350	177.18
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - AED	100-42120-404	80.55
E & C GRAPHICS INC	19478	03/06/2019	MAINTENANCE	100-42120-404	200.00
TOSHIBA FINANCIAL SERVICES	379053200	02/27/2019	COPIER LEASE 2/20 - 3/20	100-42120-404	15.57
COTTONWOOD CO AUD/TREA	20190312	03/12/2019	RENT - APRIL 2019	100-42120-412	1,925.00
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - AM	100-42120-480	-21.73
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	100-42120-480	259.40
BLUE CROSS/BLUE SHIELD	20190311	03/11/2019	INSURANCE PREM- APRIL 201	100-42120-480	596.50
<b>Activity 42120 - Crime Control Total:</b>					<b>13,871.08</b>
<b>Activity: 42220 - Fire Fighting</b>					
AMERIPRIDE SERVICES INC.	2800997982	03/11/2019	#280001722 - SUPPLIES	100-42220-211	31.77
WEX BANK	58073121	03/12/2019	FUEL - FIRE	100-42220-212	149.83
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - RU	100-42220-215	127.87
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - RU	100-42220-215	86.54
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-42220-321	42.00
ALPHA WIRELESS - MANKATO	1132-MN	03/05/2019	SERVICE	100-42220-323	827.60
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - ARR	100-42220-334	284.76
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-42220-381	321.53
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-42220-382	15.62
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-42220-385	33.41
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	100-42220-404	7.58
TOSHIBA FINANCIAL SERVICES	379053200	02/27/2019	COPIER LEASE 2/20 - 3/20	100-42220-404	24.91
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	100-42220-405	20.37
SW REGIONAL FIRE DEPT ASS	20190305	03/06/2019	2019 ANNUAL DUES	100-42220-433	60.00
MN STATE FIRE DEPT ASSOC	20190306	03/06/2019	2019 MSFDA MEMBERSHIP D	100-42220-433	264.00
<b>Activity 42220 - Fire Fighting Total:</b>					<b>2,297.79</b>
<b>Activity: 42500 - Civil Defense</b>					
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-42500-381	30.59
<b>Activity 42500 - Civil Defense Total:</b>					<b>30.59</b>
<b>Activity: 42700 - Animal Control</b>					
COTTONWOOD VET CLINIC	199144	03/07/2019	SERVICE	100-42700-300	22.00
COTTONWOOD VET CLINIC	199153	03/07/2019	SERVICE	100-42700-300	70.00
<b>Activity 42700 - Animal Control Total:</b>					<b>92.00</b>
<b>Activity: 43100 - Streets</b>					
NCPERS MINNESOTA	844600032019	03/06/2019	INSURANCE #844600 - MARC	100-43100-133	80.00
MAIL FINANCE	N7598340	03/05/2019	LEASE PAYMENT	100-43100-200	23.99
WEX BANK	58073121	03/12/2019	FUEL - STREET CREDIT	100-43100-212	-33.26
WEX BANK	58073121	03/12/2019	FUEL - STREET	100-43100-212	7,460.75
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-43100-217	70.00
SCOTT VEENKER	25702	03/06/2019	SERVICE	100-43100-224	4,740.00

## Expense Approval Report

Payment Dates: 03/02/2019 - 03/15/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - HOL	100-43100-308	30.98
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - CO	100-43100-308	123.66
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - TRE	100-43100-308	85.00
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-43100-321	45.53
VERIZON WIRELESS	9824572417	03/06/2019	TELEPHONE #486357723-000	100-43100-321	44.49
CITIZEN PUBLISHING CO	20190228	03/11/2019	ADVERTISING	100-43100-350	378.75
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-43100-381	449.25
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-43100-381	1,337.82
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-43100-382	18.92
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-43100-385	39.20
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	100-43100-401	51.38
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - NO	100-43100-404	712.80
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	100-43100-404	11.94
WINDOM FARM SERVICE	20190228	03/12/2019	REPAIRS / MAINTENANCE - U	100-43100-404	90.37
MACQUEEN EQUIP. CO.	P17801	03/06/2019	CREDIT - MAINTENANCE	100-43100-404	-150.29
ZIEGLER, INC.	PC630103594	03/06/2019	#9696600 - MAINTENANCE	100-43100-404	91.83
DICKS WELDING INC	20190228	03/12/2019	REPAIRS / MAINTENANCE	100-43100-405	1,822.93
WINDOM FARM SERVICE	20190228	03/12/2019	REPAIRS / MAINTENANCE - BL	100-43100-405	3,746.94
BAUER BUILT	830100737	03/11/2019	UNIT #41 MAINTENANCE	100-43100-405	142.42
GDF ENTERPRISES, INC	A15356	03/05/2019	MAINTENANCE	100-43100-405	136.84
HARRISON TRUCK CENTERS	X203049066:01	03/12/2019	#34896 - MAINTENANCE	100-43100-405	114.20
HARRISON TRUCK CENTERS	X203049066:02	03/12/2019	#34896 - MAINTENANCE	100-43100-405	218.08
HARRISON TRUCK CENTERS	X203049066:03	03/12/2019	#34896 - MAINTENANCE	100-43100-405	1,157.02
HARRISON TRUCK CENTERS	X203049359:01	03/12/2019	#34896 - MAINTENANCE	100-43100-405	22.96
HARRISON TRUCK CENTERS	X203049359:02	03/12/2019	#34896 - MAINTENANCE	100-43100-405	500.24
BLUE CROSS/BLUE SHIELD	20190311	03/11/2019	INSURANCE PREM- APRIL 201	100-43100-480	596.50
BLUE CROSS/BLUE SHIELD	20190311	03/11/2019	INSURANCE PREM- APRIL 201	100-43100-480	596.50
<b>Activity 43100 - Streets Total:</b>					<b>24,757.74</b>

**Activity: 45120 - Recreation**

MAIL FINANCE	N7598340	03/05/2019	LEASE PAYMENT	100-45120-200	23.99
TOSHIBA FINANCIAL SERVICES	379053200	02/27/2019	COPIER LEASE 2/20 - 3/20	100-45120-217	15.57
<b>Activity 45120 - Recreation Total:</b>					<b>39.56</b>

**Activity: 45202 - Park Areas**

NCPERS MINNESOTA	844600032019	03/06/2019	INSURANCE #844600 - MARC	100-45202-133	16.00
MAIL FINANCE	N7598340	03/05/2019	LEASE PAYMENT	100-45202-200	23.99
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-45202-326	466.67
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-45202-381	471.69
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-45202-382	149.94
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	100-45202-385	129.48
<b>Activity 45202 - Park Areas Total:</b>					<b>1,257.77</b>
<b>Fund 100 - GENERAL Total:</b>					<b>74,184.60</b>

**Fund: 211 - LIBRARY****Activity: 45501 - Library**

NCPERS MINNESOTA	844600032019	03/06/2019	INSURANCE #844600 - MARC	211-45501-133	16.00
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - AM	211-45501-200	-23.00
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - AM	211-45501-200	26.00
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - AM	211-45501-200	-0.99
TOSHIBA FINANCIAL SERVICES	379053200	02/27/2019	COPIER LEASE 2/20 - 3/20	211-45501-217	7.78
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	211-45501-321	30.60
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	211-45501-326	203.33
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	211-45501-381	204.83
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	211-45501-382	18.55
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	211-45501-385	38.06
MELISSA PENAS	20190301	03/06/2019	SERVICE - CLEANING	211-45501-402	352.00
SANDRA HERDER	20190301	03/06/2019	SERVICE - CLEANING	211-45501-402	352.00
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - AM	211-45501-433	-22.50
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - AM	211-45501-433	133.11
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - WA	211-45501-433	502.88
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - CO	211-45501-433	16.98

Expense Approval Report

Payment Dates: 03/02/2019 - 03/15/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - DO-	211-45501-433	19.96
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - GO	211-45501-433	8.00
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - THE	211-45501-433	111.58
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - FAR	211-45501-433	24.95
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - GA	211-45501-433	45.00
INGRAM INDUSTRIES	#2004243 3-1-19	03/12/2019	#2004243 - BOOKS	211-45501-435	701.65
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - AM	211-45501-435	90.20
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - AM	211-45501-435	102.36
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - AM	211-45501-435	-2.00
MICROMARKETING, LLC	760183	03/06/2019	#9985 - BOOKS	211-45501-435	104.98
MICROMARKETING, LLC	760660	03/12/2019	#9985 - BOOKS	211-45501-435	69.98
<b>Activity 45501 - Library Total:</b>					<b>3,132.29</b>
<b>Fund 211 - LIBRARY Total:</b>					<b>3,132.29</b>

Fund: 225 - AIRPORT

Activity: 45127 - Airport

RED ROCK RURAL WATER	20190304	03/06/2019	SERVICE -	225-45127-200	2.00
RED ROCK RURAL WATER	20190304	03/06/2019	SERVICE -	225-45127-200	30.40
SOUTH CENTRAL ELECTRIC	#367400 1-31-19	03/06/2019	SERVICE #367400 #26-12-112	225-45127-381	346.00
SOUTH CENTRAL ELECTRIC	#367403 1-31-19	03/06/2019	SERVICE #367403 #26-12-116	225-45127-381	449.58
ELECTRIC FUND	264	03/12/2019	EL - AIRPORT	225-45127-406	9.14
COOPER CROUSE-HINDS, LLC	935786998	03/12/2019	AIRPORT - REPAIRS	225-45127-406	157.13
<b>Activity 45127 - Airport Total:</b>					<b>994.25</b>

Activity: 49950 - Capital Outlay

CITIZEN PUBLISHING CO	20190228	03/11/2019	ADVERTISING	225-49950-500	654.75
<b>Activity 49950 - Capital Outlay Total:</b>					<b>654.75</b>
<b>Fund 225 - AIRPORT Total:</b>					<b>1,649.00</b>

Fund: 230 - POOL

Activity: 45124 - Pool

ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	230-45124-217	133.33
TOSHIBA FINANCIAL SERVICES	379053200	02/27/2019	COPIER LEASE 2/20 - 3/20	230-45124-217	7.78
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	230-45124-321	32.37
CITIZEN PUBLISHING CO	20190228	03/11/2019	ADVERTISING	230-45124-350	59.94
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	230-45124-381	29.00
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	230-45124-382	16.66
<b>Activity 45124 - Pool Total:</b>					<b>279.08</b>
<b>Fund 230 - POOL Total:</b>					<b>279.08</b>

Fund: 235 - AMBULANCE

Activity: 42153 - Ambulance

MAIL FINANCE	N7598340	03/05/2019	LEASE PAYMENT	235-42153-200	23.99
WEX BANK	58073121	03/12/2019	FUEL CREDIT - AMBULANCE	235-42153-212	-33.26
WEX BANK	58073121	03/12/2019	FUEL - AMBULANCE	235-42153-212	1,665.36
LEWIS FAMILY DRUG, LLC	#105865-3 2-28-19	03/12/2019	OPERATING SUPPLIES	235-42153-217	2.99
O'REILLY AUTOMOTIVE, INC	20190228	03/12/2019	MAINTENANCE	235-42153-217	47.96
BRITTANY ESPENSON - RIVERS	20190228	03/12/2019	SERVICE - FEB. 2019	235-42153-217	200.00
BOUND TREE MEDICAL, LLC	83068785	03/11/2019	OPERATING SUPPLIES	235-42153-217	330.76
WINDOM AREA HEALTH	734-0024-02-2019-0024	03/12/2019	NURSING TRANSFER SERVICE	235-42153-312	3,448.82
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	235-42153-321	28.00
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	235-42153-321	-14.34
VERIZON WIRELESS	9824572417	03/06/2019	TELEPHONE #486357723-000	235-42153-321	108.48
EXPERT T BILLING	5421	02/19/2019	SERVICE	235-42153-326	2,268.00
REAL TIME TRANSLATION, INC	113508	03/12/2019	SERVICE	235-42153-327	34.00
JESSICA KELLER	20190225	02/26/2019	EXPENSE - AMBULANCE	235-42153-334	27.48
JUSTIN HARRINGTON	20190312	03/12/2019	EXPENSE - AMBULANCE	235-42153-334	18.78
MEGAN BRAMSTEDT	20190312	03/12/2019	EXPENSE - AMBULANCE	235-42153-334	57.12
KRISTEN PORATH	20190312	03/12/2019	EXPENSE - AMBULANCE	235-42153-334	82.64
BUCKWHEAT JOHNSON	20190312	03/12/2019	EXPENSE - AMBULANCE	235-42153-334	6.71
JODI JOHNSON	20190312	03/12/2019	EXPENSE - AMBULANCE	235-42153-334	78.43
WINDOM AREA CHAMBER OF	2529	03/12/2019	FARM & HOME SHOW-TABLE (	235-42153-340	15.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	235-42153-381	214.35
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	235-42153-382	10.42
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	235-42153-385	22.27
ZOLL MEDICAL CORPORATION	2832478	03/12/2019	MAINTENANCE	235-42153-404	277.17
WINDOM FARM SERVICE	20190228	03/12/2019	REPAIRS / MAINTENANCE UNI	235-42153-405	174.18
TURBOCHARGED PERFORMA	IN-1172022	03/12/2019	UNITE #29 - DEF DELETE KIT	235-42153-405	1,052.66
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	235-42153-406	52.95
AMERIPRIDE SERVICES INC.	2800997982	03/11/2019	#280001722 - SUPPLIES	235-42153-406	21.18
MARY HOLMEN	20190312	03/12/2019	EXPENSE - AMBULANCE-NAT'L	235-42153-435	15.00
<b>Activity 42153 - Ambulance Total:</b>					<b>10,237.10</b>
<b>Fund 235 - AMBULANCE Total:</b>					<b>10,237.10</b>

## Fund: 250 - EDA GENERAL

## Activity: 46520 - EDA

NCPERS MINNESOTA	844600032019	03/06/2019	INSURANCE #844600 - MARC	250-46520-133	24.00
INDOFF, INC	3214173	02/25/2019	SUPPLIES	250-46520-200	4.32
INDOFF, INC	3214683	02/26/2019	SUPPLIES	250-46520-200	14.99
MAIL FINANCE	N7598340	03/05/2019	LEASE PAYMENT	250-46520-200	23.99
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - RUR	250-46520-308	24.34
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - ND	250-46520-308	1,375.00
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	250-46520-321	255.94
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	250-46520-321	61.08
VERIZON WIRELESS	9824572417	03/06/2019	TELEPHONE #486357723-000	250-46520-321	26.93
ROD BYAM	20190228	03/06/2019	EXPENSE - ZONE WORKSHOP	250-46520-331	60.32
DREW HAGE	20190228	03/05/2019	EXPENSE - ZONE WORKSHOP	250-46520-331	60.32
KDOM RADIO	#0361 02282019	03/05/2019	ADVERTISING	250-46520-340	51.00
CITIZEN PUBLISHING CO	20190228	03/11/2019	ADVERTISING	250-46520-340	779.80
CITIZEN PUBLISHING CO	20190228	03/11/2019	ADVERTISING	250-46520-350	79.50
FEDERATED RURAL ELECTRIC	#112954 2-28-19	03/05/2019	SERVICE #112954	250-46520-381	14.00
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	250-46520-381	50.14
WW COMMUNICATIONS AND	3759	03/13/2019	SERVICE	250-46520-402	535.00
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - DEE	250-46520-433	625.00
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - SUR	250-46520-433	37.00
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - HY V	250-46520-438	17.47
WINDOM COMMUNITY CENT	20190306	03/06/2019	MEETING - WINDOM EDA	250-46520-438	160.00
JAY GRANDPREY	20190301	03/05/2019	SERVICE - APPRAISAL FEE - LO	250-46520-439	450.00
JAY GRANDPREY	20190301A	03/05/2019	SERVICE - APPRAISAL FEE - LO	250-46520-439	400.00
<b>Activity 46520 - EDA Total:</b>					<b>5,130.14</b>

## Activity: 49980 - Debt Service

FULDA CREDIT UNION	20190305	03/05/2019	SPEC BLDG LOAN - MARCH 20	250-49980-602	2,408.26
FULDA CREDIT UNION	20190305	03/05/2019	SPEC BLDG LOAN - MARCH 20	250-49980-612	951.74
<b>Activity 49980 - Debt Service Total:</b>					<b>3,360.00</b>
<b>Fund 250 - EDA GENERAL Total:</b>					<b>8,490.14</b>

## Fund: 401 - GENERAL CAPITAL PROJECTS

## Activity: 49950 - Capital Outlay

FOXTAIL UTILITIES LLC	20190058	03/12/2019	FLOOD FIBER RE-ROUTE	401-49950-439	3,044.00
TOWMASTER	412643	02/25/2019	UNIT 42 PLOW - HIT RAILROA	401-49950-503	9,023.00
MACQUEEN EQUIP. CO.	P17571	02/25/2019	EQUIP RESERVE	401-49950-503	15,096.80
<b>Activity 49950 - Capital Outlay Total:</b>					<b>27,163.80</b>
<b>Fund 401 - GENERAL CAPITAL PROJECTS Total:</b>					<b>27,163.80</b>

## Fund: 601 - WATER

CORE & MAIN LP	K207450	03/12/2019	INVENTORY	601-14200	1,065.17
					<b>1,065.17</b>

## Activity: 49400 - Water

NCPERS MINNESOTA	844600032019	03/06/2019	INSURANCE #844600 - MARC	601-49400-133	32.00
MAIL FINANCE	N7598340	03/05/2019	LEASE PAYMENT	601-49400-200	23.99
WEX BANK	58073121	03/12/2019	FUEL - WATER	601-49400-212	246.11
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - AIR	601-49400-241	60.89
VAN IWAARDEN	20190305	03/06/2019	SERVICE -FEB 2019	601-49400-301	166.67

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CLIFTON-LARSON-ALLEN, LLP	2031991	03/11/2019	AUDIT SERVICE	601-49400-301	2,000.00
MN VALLEY TESTING	961229	02/20/2019	TESTING	601-49400-310	77.00
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	601-49400-321	49.96
VERIZON WIRELESS	9824572417	03/06/2019	TELEPHONE #486357723-000	601-49400-321	96.68
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	601-49400-326	70.00
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	601-49400-381	4,270.47
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	601-49400-382	17.33
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	601-49400-385	34.39
WENCK ASSOCIATES, INC.	11900613	03/06/2019	SERVICE - WINDOM LANDFILL	601-49400-386	785.80
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	601-49400-386	50.00
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - SAF	601-49400-404	85.68
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - USA	601-49400-404	582.06
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	601-49400-404	87.70
TOSHIBA FINANCIAL SERVICES	379053200	02/27/2019	COPIER LEASE 2/20 - 3/20	601-49400-404	31.13
ADVANTAGE COLLECTION PR	#3796 3-1-19	03/07/2019	SERVICE #3796	601-49400-432	254.37
ADVANTAGE COLLECTION PR	#3796 3-1-19	03/07/2019	SERVICE #3796	601-49400-432	254.37
<b>Activity 49400 - Water Total:</b>					<b>9,276.60</b>
<b>Fund 601 - WATER Total:</b>					<b>10,341.77</b>

## Fund: 602 - SEWER

## Activity: 49450 - Sewer

NCPERS MINNESOTA	844600032019	03/06/2019	INSURANCE #844600 - MARC	602-49450-133	64.00
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - AD	602-49450-200	23.88
MAIL FINANCE	N7598340	03/05/2019	LEASE PAYMENT	602-49450-200	23.99
WEX BANK	58073121	03/12/2019	FUEL - SEWER	602-49450-212	153.38
FAITH WILLARD CLEANING	20190226	02/27/2019	SERVICE	602-49450-217	60.00
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - AIR	602-49450-241	60.88
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	602-49450-241	33.98
VAN IWAARDEN	20190305	03/06/2019	SERVICE -FEB 2019	602-49450-301	166.67
CLIFTON-LARSON-ALLEN, LLP	2031991	03/11/2019	AUDIT SERVICE	602-49450-301	2,000.00
MN VALLEY TESTING	960977	02/19/2019	TESTING	602-49450-310	144.00
MN VALLEY TESTING	961122	02/20/2019	TESTING	602-49450-310	230.40
MN VALLEY TESTING	961381	02/20/2019	TESTING	602-49450-310	230.40
MN VALLEY TESTING	961697	02/25/2019	TESTING	602-49450-310	129.60
MN VALLEY TESTING	961934	02/25/2019	TESTING	602-49450-310	144.00
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	602-49450-321	172.57
VERIZON WIRELESS	9824572417	03/06/2019	TELEPHONE #486357723-000	602-49450-321	71.83
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	602-49450-326	70.00
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	602-49450-381	14,428.63
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	602-49450-382	384.64
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - AM	602-49450-404	352.16
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - AM	602-49450-404	641.22
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - SAF	602-49450-404	85.68
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - USA	602-49450-404	501.65
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - NO	602-49450-404	329.14
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	602-49450-404	29.27
TOSHIBA FINANCIAL SERVICES	379053200	02/27/2019	COPIER LEASE 2/20 - 3/20	602-49450-404	24.91
ADVANTAGE COLLECTION PR	#3796 3-1-19	03/07/2019	SERVICE #3796	602-49450-432	254.37
<b>Activity 49450 - Sewer Total:</b>					<b>20,811.25</b>
<b>Fund 602 - SEWER Total:</b>					<b>20,811.25</b>

## Fund: 604 - ELECTRIC

RESCO	741568-00A	02/25/2019	INVENTORY	604-14200	1,718.40
ELECTRIC FUND	98A	03/12/2019	EL - INVENTORY RETURN	604-14200	17.07
DAKOTA SUPPLY GROUP	E525646	02/15/2019	INVENTORY	604-14200	331.56
IRBY ELECTRICAL DISTRIBUTO	S011201293-001	02/20/2019	INVENTORY	604-14200	1,651.67
CONDUCTOR POWER LLC	20190312	03/12/2019	SUBSTATION - CHANGE ORDE	604-16300	7,284.48
CONDUCTOR POWER LLC	20190312	03/12/2019	SUBSTATION - RETAINAGE	604-16300	74,565.55
MN REVENUE	20190311	03/12/2019	SALES TAX - FEB. 2019	604-20202	6.88
ANDY ERICKSON	20190311	03/11/2019	REFUND - UTILITY PREPAYME	604-22000	300.00
GEOFFREY DANIELS	20190312	03/12/2019	REFUND - UTILITY PREPAYME	604-22000	59.91

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLIN & AMANDA WILSON	20190312	03/12/2019	REFUND - UTILITY PREPAYME	604-22000	300.00
DAWN GLYNN	20190312	03/12/2019	REFUND - UTILITY PREPAYME	604-22000	300.00
HENRY NYANDWAKI	20190312	03/12/2019	REFUND - UTILITY PREPAYME	604-22000	300.00
JOEL V ALONSO	20190312	03/12/2019	REFUND - UTILITY PREPAYME	604-22000	81.85
MARCUS BOYD	20190312	03/12/2019	REFUND - UTILITY PREPAYME	604-22000	214.74
TONG MOUA	20190312	03/12/2019	REFUND - UTILITY PREPAYME	604-22000	300.00
ZACH POLK	20190312	03/12/2019	REFUND - UTILITY PREPAYME	604-22000	300.00
TORI GORDEN	20190312	03/12/2019	REFUND - UTILITY PREPAYME	604-22000	300.00
					<b>88,032.11</b>
<b>Activity: 49550 - Electric</b>					
NCPERS MINNESOTA	844600032019	03/06/2019	INSURANCE #844600 - MARC	604-49550-133	96.00
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - SHO	604-49550-200	53.43
AMAZON CAPITAL SERVICES, I	1QQY-CNYT-GF6P	03/05/2019	#A2Q0YJ8ZLNZYT - SUPPLIES	604-49550-200	29.97
CITIZEN PUBLISHING CO	20190228	03/11/2019	ADVERTISING	604-49550-200	42.74
MAIL FINANCE	N7598340	03/05/2019	LEASE PAYMENT	604-49550-200	23.99
WEX BANK	58073121	03/12/2019	FUEL - ELECTRIC	604-49550-212	510.31
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	604-49550-217	29.98
JOANNE NELSON	5696-13	03/05/2019	SERVICE	604-49550-218	165.00
JOANNE NELSON	5696-14	03/05/2019	SERVICE	604-49550-218	45.00
BORDER STATES	917218656	03/05/2019	UNIFORMS	604-49550-218	296.88
BORDER STATES	917245228	03/11/2019	UNIFORMS	604-49550-218	132.40
BORDER STATES	917280025	03/12/2019	UNIFORMS	604-49550-218	157.95
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - FAR	604-49550-241	343.11
VAN IWAARDEN	20190305	03/06/2019	SERVICE -FEB 2019	604-49550-301	166.67
CLIFTON-LARSON-ALLEN, LLP	2031991	03/11/2019	AUDIT SERVICE	604-49550-301	2,000.00
AMERICAN ENGINEERING TES	905609	03/05/2019	SERVICES	604-49550-303	5,183.53
MN MUNICIPAL UTILITIES ASS	52942	02/20/2019	REGISTRATION: JASON SYKOR	604-49550-308	300.00
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	604-49550-321	130.52
VERIZON WIRELESS	9824572417	03/06/2019	TELEPHONE #486357723-000	604-49550-321	434.33
GOLDEN WEST TECH & INT SO	190210051	03/05/2019	SERVICE #A3786	604-49550-325	30.70
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	604-49550-326	186.03
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	604-49550-381	232.79
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	604-49550-382	19.59
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	604-49550-385	37.49
AMAZON CAPITAL SERVICES, I	1WY7-HXGN-YHYL	03/12/2019	#A2Q0YJ8ZLNZYT - SUPPLIES	604-49550-402	105.63
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	604-49550-402	55.94
OVERHEAD DOOR COMPANY	54262	03/12/2019	MAINTENANCE	604-49550-402	186.45
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	604-49550-404	29.97
O'REILLY AUTOMOTIVE, INC	20190228	03/12/2019	MAINTENANCE	604-49550-404	101.99
TOSHIBA FINANCIAL SERVICES	379053200	02/27/2019	COPIER LEASE 2/20 - 3/20	604-49550-404	31.13
JORDAN BUSSA	007	03/05/2019	CLEANING - FEB. 2019	604-49550-406	184.60
RAGE INC - CAMPUS CLEANER	01-011037	03/05/2019	SERVICE	604-49550-406	34.17
RAGE INC - CAMPUS CLEANER	02-010861	03/11/2019	SERVICE - POWER PLANT	604-49550-406	34.17
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	604-49550-406	4.99
ELECTRIC FUND	265	03/12/2019	EL - ELECTRIC SHOP	604-49550-406	14.15
RESCO	741568-00A	02/25/2019	MAINTENANCE	604-49550-408	189.12
ELECTRIC FUND	263	03/12/2019	EL - ELECTRIC SHOP	604-49550-409	50.00
O'REILLY AUTOMOTIVE, INC	20190228	03/12/2019	MAINTENANCE	604-49550-410	53.99
MN DEPT OF COMMERCE	100041618	03/12/2019	WINDOM MUNI UTILITIES #33	604-49550-433	320.19
MN DEPT OF LABOR & INDUS	ABR0207672I	03/12/2019	WINDOM-PRESSURE VESSEL	604-49550-433	40.00
MN DEPT OF COMMERCE	100041618	03/12/2019	WINDOM MUNI UTILITIES #33	604-49550-450	979.21
GOOD SAMARITAN SOCIETY	20190312	03/12/2019	ENERGY REBATE	604-49550-450	881.54
MUSKE, SUHRHOFF PIDDE, LT	20190312	03/12/2019	ENERGY REBATE	604-49550-450	493.19
MN REVENUE	20190311	03/12/2019	SALES TAX - FEB. 2019	604-49550-460	27.11
WINDOM AREA DEVELOPME	20190306	03/06/2019	INDUSTRIAL DEVELOPMENT -	604-49550-491	1,200.00
				<b>Activity 49550 - Electric Total:</b>	<b>15,665.95</b>
				<b>Fund 604 - ELECTRIC Total:</b>	<b>103,698.06</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 609 - LIQUOR STORE</b>					
MN REVENUE	20190311	03/12/2019	SALES TAX - FEB. 2019	609-20202	13,177.00
					<u>13,177.00</u>
<b>Activity: 49751 - Liquor Store</b>					
NCPERS MINNESOTA	844600032019	03/06/2019	INSURANCE #844600 - MARC	609-49751-133	32.00
MAIL FINANCE	N7598340	03/05/2019	LEASE PAYMENT	609-49751-200	23.99
RAGE INC - CAMPUS CLEANER	02-011296	02/27/2019	SERVICE - RIVER BEND LIQ	609-49751-211	53.38
AH HERMEL COMPANY	755831	02/20/2019	MERCHANDISE	609-49751-211	82.01
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	609-49751-217	19.98
AH HERMEL COMPANY	755831	02/20/2019	MERCHANDISE	609-49751-217	53.94
BELLBOY CORP	0068412300	02/26/2019	MERCHANDISE	609-49751-251	903.00
BELLBOY CORP	0068597300	03/05/2019	CREDIT - MERCHANDISE	609-49751-251	-144.00
VINOCOPIA, INC	0226913-IN	02/20/2019	MERCHANDISE	609-49751-251	309.90
BREAKTHRU BEVERAGE MN	1080932212	02/26/2019	MERCHANDISE	609-49751-251	1,642.33
JOHNSON BROS.	1219610	02/19/2019	MERCHANDISE	609-49751-251	2,691.70
JOHNSON BROS.	1224800	02/26/2019	MERCHANDISE	609-49751-251	4,303.31
SOUTHERN GLAZER'S OF MN	1785751	02/20/2019	MERCHANDISE	609-49751-251	6,742.45
SOUTHERN GLAZER'S OF MN	1785753	02/20/2019	MERCHANDISE	609-49751-251	48.81
PHILLIPS WINE & SPIRITS	2508363	02/26/2019	MERCHANDISE	609-49751-251	2,766.93
PHILLIPS WINE & SPIRITS	322271	03/12/2019	CREDIT - MERCHANDISE	609-49751-251	-652.00
PHILLIPS WINE & SPIRITS	322272	03/12/2019	CREDIT - MERCHANDISE	609-49751-251	-163.00
JOHNSON BROS.	529472	03/12/2019	CREDIT - MERCHANDISE	609-49751-251	-10.17
BEVERAGE WHOLESALERS	02262019	03/05/2019	MERCHANDISE	609-49751-252	81.00
BEVERAGE WHOLESALERS	048053	03/05/2019	MERCHANDISE	609-49751-252	5,013.05
BEVERAGE WHOLESALERS	049054	03/11/2019	MERCHANDISE	609-49751-252	9,243.20
BREAKTHRU BEVERAGE MN	1080932213	02/26/2019	MERCHANDISE	609-49751-252	130.50
JOHNSON BROS.	1219612	02/19/2019	MERCHANDISE	609-49751-252	45.98
JOHNSON BROS.	1224802	02/26/2019	MERCHANDISE	609-49751-252	96.79
ARTISAN BEER COMPANY	3324870	02/20/2019	MERCHANDISE	609-49751-252	120.30
ARTISAN BEER COMPANY	3326362	02/20/2019	MERCHANDISE	609-49751-252	89.40
DOLL DISTRIBUTING, LLC	616202	02/26/2019	MERCHANDISE	609-49751-252	6,505.05
DOLL DISTRIBUTING, LLC	620852	03/05/2019	MERCHANDISE	609-49751-252	10,119.00
RJM DISTRIBUTING	IND018014	02/26/2019	MERCHANDISE	609-49751-252	53.50
BELLBOY CORP	0068412300	02/26/2019	MERCHANDISE	609-49751-253	600.00
VINOCOPIA, INC	0226913-IN	02/20/2019	MERCHANDISE	609-49751-253	952.00
BREAKTHRU BEVERAGE MN	1080932212	02/26/2019	MERCHANDISE	609-49751-253	152.00
JOHNSON BROS.	1219611	02/19/2019	MERCHANDISE	609-49751-253	1,573.32
JOHNSON BROS.	1224801	02/26/2019	MERCHANDISE	609-49751-253	3,085.03
SOUTHERN GLAZER'S OF MN	1785753	02/20/2019	MERCHANDISE	609-49751-253	252.00
PHILLIPS WINE & SPIRITS	2502428	02/20/2019	MERCHANDISE	609-49751-253	48.00
PHILLIPS WINE & SPIRITS	2508364	02/26/2019	MERCHANDISE	609-49751-253	823.25
PHILLIPS WINE & SPIRITS	322273	03/12/2019	CREDIT - MERCHANDISE	609-49751-253	-40.00
MORGAN CREEK VINEYARDS	5182	02/20/2019	MERCHANDISE	609-49751-253	195.60
JOHNSON BROS.	527979	03/05/2019	CREDIT - MERCHANDISE	609-49751-253	-32.00
JOHNSON BROS.	529471	03/12/2019	CREDIT - MERCHANDISE	609-49751-253	-15.86
BREAKTHRU BEVERAGE MN	1080932212	02/26/2019	MERCHANDISE	609-49751-254	30.00
JOHNSON BROS.	1219611	02/19/2019	MERCHANDISE	609-49751-254	37.00
ATLANTIC COCA-COLA	1917141	03/05/2019	MERCHANDISE	609-49751-254	88.20
BREAKTHRU BEVERAGE MN	2080216966C	03/11/2019	MERCHANDISE	609-49751-254	23.85
PHILLIPS WINE & SPIRITS	2508364	02/26/2019	MERCHANDISE	609-49751-254	45.00
PBC - PEPSI BEVERAGES COM	68699160	02/19/2019	MERCHANDISE	609-49751-254	430.67
AH HERMEL COMPANY	755831	02/20/2019	MERCHANDISE	609-49751-254	81.63
AH HERMEL COMPANY	C65843	03/05/2019	CREDIT - MERCHANDISE	609-49751-254	-9.15
RED BULL DISTRIBUTION CO, I	K-35147482	02/20/2019	MERCHANDISE	609-49751-254	98.00
VAN IWAARDEN	20190305	03/06/2019	SERVICE -FEB 2019	609-49751-301	166.66
CLIFTON-LARSON-ALLEN, LLP	2031991	03/11/2019	AUDIT SERVICE	609-49751-301	2,000.00
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	609-49751-321	100.48
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	609-49751-326	650.72
BELLBOY CORP	0068412300	02/26/2019	MERCHANDISE	609-49751-333	30.00
VINOCOPIA, INC	0226913-IN	02/20/2019	MERCHANDISE	609-49751-333	22.50

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Payment Dates: 03/02/2019 - 03/15/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BREAKTHRU BEVERAGE MN	1080932212	02/26/2019	MERCHANDISE	609-49751-333	37.76
JOHNSON BROS.	1219610	02/19/2019	MERCHANDISE	609-49751-333	52.43
JOHNSON BROS.	1219611	02/19/2019	MERCHANDISE	609-49751-333	50.46
JOHNSON BROS.	1224800	02/26/2019	MERCHANDISE	609-49751-333	92.22
JOHNSON BROS.	1224801	02/26/2019	MERCHANDISE	609-49751-333	85.69
SOUTHERN GLAZER'S OF MN	1785750	02/20/2019	MERCHANDISE	609-49751-333	0.17
SOUTHERN GLAZER'S OF MN	1785751	02/20/2019	MERCHANDISE	609-49751-333	127.99
SOUTHERN GLAZER'S OF MN	1785752	02/20/2019	MERCHANDISE	609-49751-333	6.15
SOUTHERN GLAZER'S OF MN	1785753	02/20/2019	MERCHANDISE	609-49751-333	14.35
PHILLIPS WINE & SPIRITS	2502428	02/20/2019	MERCHANDISE	609-49751-333	16.00
PHILLIPS WINE & SPIRITS	2508363	02/26/2019	MERCHANDISE	609-49751-333	49.15
PHILLIPS WINE & SPIRITS	2508364	02/26/2019	MERCHANDISE	609-49751-333	31.32
PHILLIPS WINE & SPIRITS	322140	03/12/2019	CREDIT - MERCHANDISE	609-49751-333	-16.00
PHILLIPS WINE & SPIRITS	322271	03/12/2019	CREDIT - MERCHANDISE	609-49751-333	-13.92
PHILLIPS WINE & SPIRITS	322272	03/12/2019	CREDIT - MERCHANDISE	609-49751-333	-1.74
PHILLIPS WINE & SPIRITS	322273	03/12/2019	CREDIT - MERCHANDISE	609-49751-333	-1.74
JOHNSON BROS.	527979	03/05/2019	CREDIT - MERCHANDISE	609-49751-333	-3.48
AH HERMEL COMPANY	755831	02/20/2019	MERCHANDISE	609-49751-333	4.95
KDOM RADIO	#0229 2-28-19	03/12/2019	#0229 - ADVERTISING	609-49751-340	834.16
CITIZEN PUBLISHING CO	20190228	03/11/2019	ADVERTISING	609-49751-340	854.28
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	609-49751-381	855.59
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	609-49751-382	18.89
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	609-49751-385	35.52
TOSHIBA FINANCIAL SERVICES	379053200	02/27/2019	COPIER LEASE 2/20 - 3/20	609-49751-404	31.13
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	609-49751-406	99.92
MN REVENUE	20190311	03/12/2019	SALES TAX - FEB. 2019	609-49751-460	3.85

Activity 49751 - Liquor Store Total: 64,856.33

Fund 609 - LIQUOR STORE Total: 78,033.33

## Fund: 614 - TELECOM

HIGLEY FORD	20190305	03/05/2019	2019 FORD F-150 TRUCK	614-16440	33,310.72
INTERNAL REVENUE SERVICE	20190308	03/12/2019	EXCISE TAX POSTING - MARCH	614-20201	500.00
INTERNAL REVENUE SERVICE	20190311	03/12/2019	EXCISE TAX POSTING - FINAL F	614-20201	409.48
MN REVENUE	20190311	03/12/2019	SALES TAX - FEB. 2019	614-20202	36.15
MN 9-1-1 PROGRAM	20190307	03/12/2019	911 SERVICE - FEB. 2019	614-20206	1,215.63
					<b>35,471.98</b>

## Activity: 49870 - Telecom

NCPERS MINNESOTA	844600032019	03/06/2019	INSURANCE #844600 - MARC	614-49870-133	80.00
ADVANCED SYSTEMS, INC.	663124	02/18/2019	SUPPLIES	614-49870-200	52.55
MAIL FINANCE	N7598340	03/05/2019	LEASE PAYMENT	614-49870-200	23.99
RAGE INC - CAMPUS CLEANER	02-010863	03/11/2019	SERVICE - WINDOM NET	614-49870-211	21.33
WEX BANK	58073121	03/12/2019	FUEL - TELECOM	614-49870-212	44.27
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - BAH	614-49870-217	179.10
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	614-49870-227	5.63
IP NETWORKS INC	20195748	03/06/2019	SERVICE - 36 MONTH RENEW	614-49870-227	15,100.00
VAN IWAARDEN	20190305	03/06/2019	SERVICE -FEB 2019	614-49870-301	166.66
CLIFTON-LARSON-ALLEN, LLP	2031991	03/11/2019	AUDIT SERVICE	614-49870-301	2,000.00
MN DEPT OF COMMERCE	1000041316	03/07/2019	WINDOM #6412 - 4TH Q FY 2	614-49870-304	273.61
NECA	NECA109441	03/06/2019	SERVICE	614-49870-304	165.00
TIM FJELD	20190301	03/06/2019	EXPENSE - CCENT CERTIFICATI	614-49870-308	165.00
LEAGUE OF MN CITIES	289819	03/06/2019	#25454 - REGISTRATION - JEFF	614-49870-308	20.00
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	614-49870-321	407.80
VERIZON WIRELESS	9824572417	03/06/2019	TELEPHONE #486357723-000	614-49870-321	300.88
TIM FJELD	20190221	03/06/2019	EXPENSE - CONSOLIDATED SD	614-49870-331	75.40
TIM FJELD	20190301	03/06/2019	EXPENSE - CCENT CERTIFICATI	614-49870-331	81.20
KDOM RADIO	#0073 2-28-19	03/06/2019	#0073 ADVERTISING - WINDO	614-49870-340	100.98
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	614-49870-381	1,966.77
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	614-49870-382	19.64
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	614-49870-385	37.65
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - EVA	614-49870-402	123.92

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Payment Dates: 03/02/2019 - 03/15/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TOSHIBA FINANCIAL SERVICES	379053200	02/27/2019	COPIER LEASE 2/20 - 3/20	614-49870-404	46.69
WINDOM TOWING LLC	7965	03/06/2019	SERVICE	614-49870-405	25.00
CENTURY LINK	7242105D-D-19048	03/06/2019	#5142105DD3	614-49870-441	51.71
AZAR COMPUTER SOFTWARE	141573	03/05/2019	CATV SUPPORT	614-49870-442	2,145.00
DISPLAY SYSTEMS INTERNATI	17616	03/05/2019	SERVICE	614-49870-442	198.44
NATIONAL CABLE TV COOP	19020555	03/06/2019	SUBSCRIBER	614-49870-442	45,373.01
ARVIG	288476	02/20/2019	HEADEND SERVICES #288476	614-49870-442	484.25
ADARA TECHNOLOGIES INC	AP100223CW-37	03/05/2019	SET TOP BOX HOSTING	614-49870-442	10,500.00
UNIVERSAL SERVICE ADMIN C	26FPM1NQ	03/06/2019	499A CONTRIBUTION - #UBB	614-49870-443	1,573.80
E-911 - INDEPENDENT EMERG	#0010143 03012019	03/05/2019	MONTHLY 911 SERVICE	614-49870-445	40.00
WOODSTOCK COMMUNICATI	10099076	03/06/2019	SPECIAL ACCESS CIRCUITS #17	614-49870-445	205.10
ONVOY, LLC dba INTELIGENT	190302008508	03/06/2019	#001555600262 SS7	614-49870-445	1,367.27
COGENT COMMUNICATIONS,	20190301	03/12/2019	SERVICE #CITYOFWI00001	614-49870-447	1,763.13
MANKATO NETWORKS, LLC	388464	03/12/2019	SERVICE	614-49870-447	911.89
HURRICANE ELECTRIC LLC	98301707-IN	03/06/2019	10 GB INTERNET NCC OMAHA	614-49870-447	2,300.00
HURRICANE ELECTRIC LLC	98301707-IN	03/06/2019	10 GB INTERNET MIN1 MINN	614-49870-447	1,800.00
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - DRE	614-49870-448	139.00
GOLDEN WEST TECH & INT SO	190210054	03/06/2019	SERVICE #A3790	614-49870-448	57.36
TIM FJELD	20190305	03/06/2019	EXPENSE - INTERNET JAN-FEB	614-49870-448	87.00
JEFFREY DAHNA	20190305	03/05/2019	EXPENSE - INTERNET JAN-FEB	614-49870-448	60.00
SWWC - SOUTHWEST WEST C	59847	02/13/2019	SERVICE - JAN 2019	614-49870-448	950.00
ZAYO GROUP, LLC	#114184-002376 3-1	03/06/2019	#114184-002376 - TRANSPOR	614-49870-451	730.22
ONVOY, LLC dba INTELIGENT	190303009044	03/06/2019	#001553603305 SWITCHING	614-49870-451	2,832.90
CENTURY LINK	507-831-1075-104 2-16-19	03/06/2019	SERVICE #507-831-1075-104	614-49870-451	73.82
MN REVENUE	20190311	03/12/2019	SALES TAX - FEB. 2019	614-49870-460	11.27
<b>Activity 49870 - Telecom Total:</b>					<b>95,138.24</b>
<b>Fund 614 - TELECOM Total:</b>					<b>130,610.22</b>

## Fund: 615 - ARENA

## Activity: 49850 - Arena

NCPERS MINNESOTA	844600032019	03/06/2019	INSURANCE #844600 - MARC	615-49850-133	32.00
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	615-49850-200	42.99
INDOFF, INC	3212660	02/25/2019	SUPPLIES	615-49850-200	279.92
INDOFF, INC	3213254	02/25/2019	SUPPLIES	615-49850-200	509.00
MAIL FINANCE	N7598340	03/05/2019	LEASE PAYMENT	615-49850-200	23.99
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	615-49850-211	19.96
COUNTRY PRIDE SERVICE	#970744 2-28-19	03/07/2019	FUELS	615-49850-212	262.00
WEX BANK	580731.21	03/12/2019	FUEL - ARENA	615-49850-212	45.10
TOSHIBA FINANCIAL SERVICES	379053200	02/27/2019	COPIER LEASE 2/20 - 3/20	615-49850-217	28.02
ELITE MECHANICAL SYSTEMS,	4358	03/07/2019	MAINTENANCE	615-49850-217	95.27
AARON WALKLIN	20190305	03/05/2019	FEB. 2019	615-49850-301	5,200.00
SCHRAMMEL LAW OFFICE	20190301	03/12/2019	LEGAL FEES - MN ICE PROJECT	615-49850-304	1,305.00
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	615-49850-321	125.31
VERIZON WIRELESS	9824572417	03/06/2019	TELEPHONE #486357723-000	615-49850-321	58.45
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	615-49850-326	358.00
CITIZEN PUBLISHING CO	20190228	03/11/2019	ADVERTISING	615-49850-340	512.00
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	615-49850-381	6,400.02
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	615-49850-382	1,799.63
COTTONWOOD CO SOLID WA	1918472	02/27/2019	REFUSE DISPOSAL	615-49850-384	61.47
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	615-49850-385	1,663.33
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	615-49850-402	13.74
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	615-49850-404	75.36
LAMPERTS YARDS, INC.	39204516	03/05/2019	MAINTENANCE	615-49850-404	30.86
LUCAN COMMUNITY TV INC	401	03/13/2019	MAINTENANCE	615-49850-404	307.50
SCHWALBACH HARDWARE	20190225	03/13/2019	MAINTENANCE	615-49850-409	38.56
MN REVENUE	20190311	03/12/2019	SALES TAX - FEB. 2019	615-49850-460	92.00
<b>Activity 49850 - Arena Total:</b>					<b>19,379.48</b>
<b>Fund 615 - ARENA Total:</b>					<b>19,379.48</b>

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Payment Dates: 03/02/2019 - 03/15/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 617 - M/P CENTER</b>					
MN REVENUE	20190311	03/12/2019	SALES TAX - FEB. 2019	617-20202	110.90
					<b>110.90</b>
<b>Activity: 49860 - M/P Center</b>					
NCPERS MINNESOTA	844600032019	03/06/2019	INSURANCE #844600 - MARC	617-49860-133	16.00
MAIL FINANCE	N7598340	03/05/2019	LEASE PAYMENT	617-49860-200	23.99
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - EXP	617-49860-212	9.37
INDOFF, INC	3211465	02/25/2019	SUPPLIES	617-49860-217	38.85
INDOFF, INC	3212714	02/25/2019	SUPPLIES	617-49860-217	25.90
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - HY	617-49860-254	95.02
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	617-49860-321	112.35
VERIZON WIRELESS	9824572417	03/06/2019	TELEPHONE #486357723-000	617-49860-321	40.93
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	617-49860-326	403.33
KDOM RADIO	#0563 2-28-19	03/12/2019	#0563 ADVERTISING - COMM	617-49860-340	160.14
CITIZEN PUBLISHING CO	20190228	03/11/2019	ADVERTISING	617-49860-340	512.00
CITIZEN PUBLISHING CO	20190228	03/11/2019	ADVERTISING	617-49860-340	308.04
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	617-49860-381	1,183.20
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	617-49860-382	60.13
ELECTRIC FUND	20190313	03/13/2019	MONTHLY UTILITY & TELECO	617-49860-385	124.35
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - RU	617-49860-404	2.13
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - GDF	617-49860-404	43.98
TOSHIBA FINANCIAL SERVICES	379053200	02/27/2019	COPIER LEASE 2/20 - 3/20	617-49860-404	60.00
TOSHIBA FINANCIAL SERVICES	379053200	02/27/2019	COPIER LEASE 2/20 - 3/20	617-49860-404	15.57
US BANK	#8263 2-20-19	03/13/2019	#4246-0445-5573-8263 - HY	617-49860-406	9.07
RAGE INC - CAMPUS CLEANER	01-011038	02/27/2019	SERVICE - COMM CENTER	617-49860-406	59.50
RAGE INC - CAMPUS CLEANER	02-010862	03/11/2019	SERVICE - COMM CENTER	617-49860-406	59.50
DICKS WELDING INC	20190228	03/12/2019	REPAIRS / MAINTENANCE	617-49860-406	56.05
TOWN 'N COUNTRY	8922	02/27/2019	MAINTENANCE - FAN MOTOR	617-49860-409	294.99
MN REVENUE	20190311	03/12/2019	SALES TAX - FEB. 2019	617-49860-460	146.10
BLUЕ CROSS/BLUЕ SHIELD	20190311	03/11/2019	INSURANCE PREM- APRIL 201	617-49860-480	-2,313.50
<b>Activity 49860 - M/P Center Total:</b>					<b>1,546.99</b>
<b>Fund 617 - M/P CENTER Total:</b>					<b>1,657.89</b>
<b>Fund: 700 - PAYROLL</b>					
Internal Revenue Service-Payr	INV0001568	03/15/2019	Federal Tax Withholding	700-21701	10,154.27
MN Department of Revenue -	INV0001569	03/15/2019	State Withholding	700-21702	5,214.36
Internal Revenue Service-Payr	INV0001568	03/15/2019	Social Security	700-21703	13,502.22
MN Pera	INV0001565	03/15/2019	PERA	700-21704	415.00
MN Pera	INV0001565	03/15/2019	PERA	700-21704	13,834.47
MN Pera	INV0001565	03/15/2019	PERA	700-21704	6,639.00
MN Pera	INV0001565	03/15/2019	PERA	700-21704	884.78
MN State Deferred	INV0001566	03/15/2019	Deferred Roth	700-21705	535.00
MN State Deferred	INV0001566	03/15/2019	Deferred Compensation	700-21705	5,910.28
BLUЕ CROSS/BLUЕ SHIELD	20190311	03/11/2019	INSURANCE PREM- APRIL 201	700-21706	53,779.50
MUNDT LAW GROUP, LLC	20190227	02/27/2019	WAGE LEVY	700-21709	202.21
Internal Revenue Service-Payr	INV0001568	03/15/2019	Medicare Withholding	700-21711	3,798.66
FURTHER (Select Account)	38946910	03/05/2019	FLEX SPENDING	700-21712	2,081.06
FURTHER (Select Account)	38956460	03/13/2019	FLEX SPENDING	700-21712	1,050.46
NCPERS MINNESOTA	844600032019	03/06/2019	INSURANCE #844600 - MARC	700-21718	16.00
NCPERS MINNESOTA	844600032019	03/06/2019	INSURANCE #844600 - MARC	700-21718	16.00
FURTHER (Select Account)	INV0001564	03/15/2019	HSA Employee Contribution	700-21723	284.23
					<b>118,317.50</b>
<b>Fund 700 - PAYROLL Total:</b>					<b>118,317.50</b>
<b>Grand Total:</b>					<b>607,985.51</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - GENERAL	74,184.60
211 - LIBRARY	3,132.29
225 - AIRPORT	1,649.00
230 - POOL	279.08
235 - AMBULANCE	10,237.10
250 - EDA GENERAL	8,490.14
401 - GENERAL CAPITAL PROJECTS	27,163.80
601 - WATER	10,341.77
602 - SEWER	20,811.25
604 - ELECTRIC	103,698.06
609 - LIQUOR STORE	78,033.33
614 - TELECOM	130,610.22
615 - ARENA	19,379.48
617 - M/P CENTER	1,657.89
700 - PAYROLL	118,317.50
<b>Grand Total:</b>	<b>607,985.51</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-20191	Unapplied Cash	13.28
100-20202	Sales Tax Payable	26,841.74
100-36200	Other Income	-272.98
100-41110-304	Legal Fees	105.00
100-41110-334	Meals/Lodging	104.22
100-41110-350	Printing & Design	1,071.30
100-41310-133	Employer Paid Insurance	80.00
100-41310-200	Office Supplies	411.24
100-41310-217	Other Operating Supplie	31.13
100-41310-301	Auditing & Consulting Se	166.67
100-41310-321	Telephone	144.69
100-41310-326	Data Processing	297.60
100-41310-331	Travel Expense	74.82
100-41310-334	Meals/Lodging	183.64
100-41310-480	Other Miscellaneous	596.50
100-41910-133	Employer Paid Insurance	24.00
100-41910-200	Office Supplies	58.31
100-41910-321	Telephone	97.24
100-41910-334	Meals/Lodging	375.35
100-41940-381	Electric Utility	484.11
100-41940-382	Water Utility	59.23
100-41940-385	Sewer Utility	122.32
100-41940-406	Repairs & Maint - Groun	768.66
100-42120-133	Employer Paid Insurance	144.00
100-42120-200	Office Supplies	167.34
100-42120-212	Motor Fuels	1,377.10
100-42120-218	Uniforms	64.00
100-42120-304	Legal Fees	3,957.50
100-42120-305	Medical & Dental Fees	994.03
100-42120-308	Training & Registrations	450.00
100-42120-321	Telephone	-195.95
100-42120-323	Radio Units	3,680.59
100-42120-350	Printing & Design	177.18
100-42120-404	Repairs & Maint - M&E	296.12
100-42120-412	Rentals - Building	1,925.00
100-42120-480	Other Miscellaneous	834.17
100-42220-211	Cleaning Supplies	31.77
100-42220-212	Motor Fuels	149.83

## Account Summary

Account Number	Account Name	Payment Amount
100-42220-215	Materials & Equipment	214.41
100-42220-321	Telephone	42.00
100-42220-323	Radio Units	827.60
100-42220-334	Meals/Lodging	284.76
100-42220-381	Electric Utility	321.53
100-42220-382	Water Utility	15.62
100-42220-385	Sewer Utility	33.41
100-42220-404	Repairs & Maint - M&E	32.49
100-42220-405	Repairs & Maint - Vehicl	20.37
100-42220-433	Dues & Subscriptions	324.00
100-42500-381	Electric Utility	30.59
100-42700-300	Charges for Services	92.00
100-43100-133	Employer Paid Insurance	80.00
100-43100-200	Office Supplies	23.99
100-43100-212	Motor Fuels	7,427.49
100-43100-217	Other Operating Supplie	70.00
100-43100-224	Street Maint Materials	4,740.00
100-43100-308	Training & Registrations	239.64
100-43100-321	Telephone	90.02
100-43100-350	Printing & Design	378.75
100-43100-381	Electric Utility	1,787.07
100-43100-382	Water Utility	18.92
100-43100-385	Sewer Utility	39.20
100-43100-401	Repairs & Maint - Buildi	51.38
100-43100-404	Repairs & Maint - M&E	756.65
100-43100-405	Repairs & Maint - Vehicl	7,861.63
100-43100-480	Other Miscellaneous	1,193.00
100-45120-200	Office Supplies	23.99
100-45120-217	Other Operating Supplie	15.57
100-45202-133	Employer Paid Insurance	16.00
100-45202-200	Office Supplies	23.99
100-45202-326	Data Processing	466.67
100-45202-381	Electric Utility	471.69
100-45202-382	Water Utility	149.94
100-45202-385	Sewer Utility	129.48
211-45501-133	Employer Paid Insurance	16.00
211-45501-200	Office Supplies	2.01
211-45501-217	Other Operating Supplie	7.78
211-45501-321	Telephone	30.60
211-45501-326	Data Processing	203.33
211-45501-381	Electric Utility	204.83
211-45501-382	Water Utility	18.55
211-45501-385	Sewer Utility	38.06
211-45501-402	Repairs & Maint - Struct	704.00
211-45501-433	Dues & Subscriptions	839.96
211-45501-435	Books and Pamphlets	1,067.17
225-45127-200	Office Supplies	32.40
225-45127-381	Electric Utility	795.58
225-45127-406	Repairs & Maint - Groun	166.27
225-49950-500	Capital Outlay	654.75
230-45124-217	Other Operating Supplie	141.11
230-45124-321	Telephone	32.37
230-45124-350	Printing & Design	59.94
230-45124-381	Electric Utility	29.00
230-45124-382	Water Utility	16.66
235-42153-200	Office Supplies	23.99
235-42153-212	Motor Fuels	1,632.10
235-42153-217	Other Operating Supplie	581.71

## Account Summary

Account Number	Account Name	Payment Amount
235-42153-312	Nursing	3,448.82
235-42153-321	Telephone	122.14
235-42153-326	Data Processing	2,268.00
235-42153-327	Interpretation Fees	34.00
235-42153-334	Meals/Lodging	271.16
235-42153-340	Advertising & Promotion	15.00
235-42153-381	Electric Utility	214.35
235-42153-382	Water Utility	10.42
235-42153-385	Sewer Utility	22.27
235-42153-404	Repairs & Maint - M&E	277.17
235-42153-405	Repairs & Maint - Vehicl	1,226.84
235-42153-406	Repairs & Maint - Groun	74.13
235-42153-435	Books and Pamphlets	15.00
250-46520-133	Employer Paid Insurance	24.00
250-46520-200	Office Supplies	43.30
250-46520-308	Training & Registrations	1,399.34
250-46520-321	Telephone	343.95
250-46520-331	Travel Expense	120.64
250-46520-340	Advertising & Promotion	830.80
250-46520-350	Printing & Design	79.50
250-46520-381	Electric Utility	64.14
250-46520-402	Repairs & Maint - Struct	535.00
250-46520-433	Dues & Subscriptions	662.00
250-46520-438	Meeting Expense	177.47
250-46520-439	Special Projects	850.00
250-49980-602	Other Long-Term Obliga	2,408.26
250-49980-612	Other Interest	951.74
401-49950-439	Special Projects	3,044.00
401-49950-503	Capital Outlay - Streets	24,119.80
601-14200	Inventory	1,065.17
601-49400-133	Employer Paid Insurance	32.00
601-49400-200	Office Supplies	23.99
601-49400-212	Motor Fuels	246.11
601-49400-241	Small Tools	60.89
601-49400-301	Auditing & Consulting Se	2,166.67
601-49400-310	Lab Testing	77.00
601-49400-321	Telephone	146.64
601-49400-326	Data Processing	70.00
601-49400-381	Electric Utility	4,270.47
601-49400-382	Water Utility	17.33
601-49400-385	Sewer Utility	34.39
601-49400-386	Landfill	835.80
601-49400-404	Repairs & Maint - M&E	786.57
601-49400-432	Uncollectible	508.74
602-49450-133	Employer Paid Insurance	64.00
602-49450-200	Office Supplies	47.87
602-49450-212	Motor Fuels	153.38
602-49450-217	Other Operating Supplie	60.00
602-49450-241	Small Tools	94.86
602-49450-301	Auditing & Consulting Se	2,166.67
602-49450-310	Lab Testing	878.40
602-49450-321	Telephone	244.40
602-49450-326	Data Processing	70.00
602-49450-381	Electric Utility	14,428.63
602-49450-382	Water Utility	384.64
602-49450-404	Repairs & Maint - M&E	1,964.03
602-49450-432	Uncollectible	254.37
604-14200	Inventory	3,718.70

## Account Summary

Account Number	Account Name	Payment Amount
604-16300	Improvements Other Th	81,850.03
604-20202	Sales Tax Payable	6.88
604-22000	Prepayments	2,456.50
604-49550-133	Employer Paid Insurance	96.00
604-49550-200	Office Supplies	150.13
604-49550-212	Motor Fuels	510.31
604-49550-217	Other Operating Supplie	29.98
604-49550-218	Uniforms	797.23
604-49550-241	Small Tools	343.11
604-49550-301	Auditing & Consulting Se	2,166.67
604-49550-303	Engineering and Surveyi	5,183.53
604-49550-308	Training & Registrations	300.00
604-49550-321	Telephone	564.85
604-49550-325	Dispatching	30.70
604-49550-326	Data Processing	186.03
604-49550-381	Electric Utility	232.79
604-49550-382	Water Utility	19.59
604-49550-385	Sewer Utility	37.49
604-49550-402	Repairs & Maint - Struct	348.02
604-49550-404	Repairs & Maint - M&E	163.09
604-49550-406	Repairs & Maint - Groun	272.08
604-49550-408	Repairs & Maint - Distrib	189.12
604-49550-409	Repairs & Maint - Utilitie	50.00
604-49550-410	Repairs & Maint - Gener	53.99
604-49550-433	Dues & Subscriptions	360.19
604-49550-450	Conservation	2,353.94
604-49550-460	Miscellaneous Taxes	27.11
604-49550-491	Payments to Other Orga	1,200.00
609-20202	Sales Tax Payable	13,177.00
609-49751-133	Employer Paid Insurance	32.00
609-49751-200	Office Supplies	23.99
609-49751-211	Cleaning Supplies	135.39
609-49751-217	Other Operating Supplie	73.92
609-49751-251	Liquor	18,439.26
609-49751-252	Beer	31,497.77
609-49751-253	Wine	7,593.34
609-49751-254	Soft Drinks & Mix	825.20
609-49751-301	Auditing & Consulting Se	2,166.66
609-49751-321	Telephone	100.48
609-49751-326	Data Processing	650.72
609-49751-333	Freight and Express	584.26
609-49751-340	Advertising & Promotion	1,688.44
609-49751-381	Electric Utility	855.59
609-49751-382	Water Utility	18.89
609-49751-385	Sewer Utility	35.52
609-49751-404	Repairs & Maint - M&E	31.13
609-49751-406	Repairs & Maint - Groun	99.92
609-49751-460	Miscellaneous Taxes	3.85
614-16440	Motor Vehicles	33,310.72
614-20201	Excise Tax Payable	909.48
614-20202	Sales Tax Payable	36.15
614-20206	911 TAP & TACIP Fees Cl	1,215.63
614-49870-133	Employer Paid Insurance	80.00
614-49870-200	Office Supplies	76.54
614-49870-211	Cleaning Supplies	21.33
614-49870-212	Motor Fuels	44.27
614-49870-217	Other Operating Supplie	179.10
614-49870-227	Utility System Maint Sup	15,105.63

## Account Summary

Account Number	Account Name	Payment Amount
614-49870-301	Auditing & Consulting Se	2,166.66
614-49870-304	Legal Fees	438.61
614-49870-308	Training & Registrations	185.00
614-49870-321	Telephone	708.68
614-49870-331	Travel Expense	156.60
614-49870-340	Advertising & Promotion	100.98
614-49870-381	Electric Utility	1,966.77
614-49870-382	Water Utility	19.64
614-49870-385	Sewer Utility	37.65
614-49870-402	Repairs & Maint - Struct	123.92
614-49870-404	Repairs & Maint - M&E	46.69
614-49870-405	Repairs & Maint - Vehicl	25.00
614-49870-441	Transmission Fees	51.71
614-49870-442	Subscriber Fees	58,700.70
614-49870-443	Intergovernmental Fees	1,573.80
614-49870-445	Switch Fees	1,612.37
614-49870-447	Internet Expense	6,775.02
614-49870-448	On-Call Support	1,293.36
614-49870-451	Call Completion	3,636.94
614-49870-460	Miscellaneous Taxes	11.27
615-49850-133	Employer Paid Insurance	32.00
615-49850-200	Office Supplies	855.90
615-49850-211	Cleaning Supplies	19.96
615-49850-212	Motor Fuels	307.10
615-49850-217	Other Operating Supplie	123.29
615-49850-301	Auditing & Consulting Se	5,200.00
615-49850-304	Legal Fees	1,305.00
615-49850-321	Telephone	183.76
615-49850-326	Data Processing	358.00
615-49850-340	Advertising & Promotion	512.00
615-49850-381	Electric Utility	6,400.02
615-49850-382	Water Utility	1,799.63
615-49850-384	Refuse Disposal	61.47
615-49850-385	Sewer Utility	1,663.33
615-49850-402	Repairs & Maint - Struct	13.74
615-49850-404	Repairs & Maint - M&E	413.72
615-49850-409	Repairs & Maint - Utilitie	38.56
615-49850-460	Miscellaneous Taxes	92.00
617-20202	Sales Tax Payable	110.90
617-49860-133	Employer Paid Insurance	16.00
617-49860-200	Office Supplies	23.99
617-49860-212	Motor Fuels	9.37
617-49860-217	Other Operating Supplie	64.75
617-49860-254	Soft Drinks & Mix	95.02
617-49860-321	Telephone	153.28
617-49860-326	Data Processing	403.33
617-49860-340	Advertising & Promotion	980.18
617-49860-381	Electric Utility	1,183.20
617-49860-382	Water Utility	60.13
617-49860-385	Sewer Utility	124.35
617-49860-404	Repairs & Maint - M&E	121.68
617-49860-406	Repairs & Maint - Groun	184.12
617-49860-409	Repairs & Maint - Utilitie	294.99
617-49860-460	Miscellaneous Taxes	146.10
617-49860-480	Other Miscellaneous	-2,313.50
700-21701	Federal Withholding	10,154.27
700-21702	State Withholding	5,214.36
700-21703	FICA Tax Withholding	13,502.22

**Account Summary**

Account Number	Account Name	Payment Amount
700-21704	PERA Contributions	21,773.25
700-21705	Retirement	6,445.28
700-21706	Medical Insurance	53,779.50
700-21709	Wage Levy	202.21
700-21711	Medicare Tax Withholdi	3,798.66
700-21712	Flex Account	3,131.52
700-21718	Individual Insurance-NC	32.00
700-21723	HSA Employee Contribu	284.23
	<b>Grand Total:</b>	<b>607,985.51</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	607,985.51
<b>Grand Total:</b>	<b>607,985.51</b>

LA  
3-15-19

# ACTION ITEM



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

**TO:** City Council  
**FROM:** Development Department  
**DATE:** March 19, 2019 (City Council Meeting Date)  
**RE:** Public Hearing – Residential Tax Abatement – 1204 River Road  
**DEPT:** Development Department  
**CONTACT:** Drew Hage, Development Director at 832-8661 or [drew.hage@windommn.com](mailto:drew.hage@windommn.com)

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

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

1. Hold Public Hearing on the proposed residential tax abatement.
  2. Adopt attached RESOLUTION approving the tax abatement for a new single-family home to be built at 1204 River Road, Windom, MN 56101.
- 

## **Issue Summary/Background**

On March 5, 2019, the Windom City Council adopted a resolution calling for a Public Hearing to be held on March 19, 2019, to discuss the Cottonwood County Home Initiative Application for a new single-family home to be built at 1204 River Road, Windom, MN 56101.

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

Background: Minnesota Statutes give authority to Cities to grant an abatement of taxes imposed by the City if certain criteria are met.

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

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

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

## **Fiscal Impact**

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If the tax abatement is granted following the public hearing, the estimated abatement of real estate taxes by the City for the five-year period is \$3,195. (Estimated **annual** tax abatement for a \$100,000 homestead property based on

2018 tax rates: County \$376; Windom Public Schools \$109; Windom \$639. Estimated Total 5-year tax abatement from all entities: \$5,620.)

### **Attachments**

---

1. Cottonwood County Home Initiative Application Letter & Attachments – 1204 River Road, Windom
2. Public Hearing Notice
3. Resolution Approving Tax Abatement for Certain Property Pursuant to Minn. Stat. §469.1813



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

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

Adopted by the City Council this 19th day of March, 2019.

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

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

**NOTICE OF PUBLIC HEARING**

**CITY OF WINDOM, MINNESOTA**

**RESIDENTIAL PROPERTY TAX ABATEMENT**

**A Public Hearing will be held by the Windom City Council on Tuesday, March 19, 2019, at the City Council Meeting which begins at 6:30 P.M. in the City Council Chambers at the City Hall, 444 Ninth Street, Windom, Minnesota, to consider granting a residential property tax abatement pursuant to Minnesota Statutes §469.1813.**

Request submitted by Lindsey and Jane Cartwright. Abatement period – 5 years commencing on first year of taxes payable for assessed value related to new home. Based on 2018 tax rates, **estimated** total abatement could be approximately \$3,195.

Property Address: 1204 River Road, Windom, MN 56101

Legal Description of Property: Part of Lots 5 and 6 of Block 4 in Ringkob and Pope's Addition to the City of Windom, Cottonwood County, Minnesota, *described* as a rectangular tract in Lot 5 with a frontage of 57.33 feet and an adjoining triangular tract in Lot 6 with a frontage of 69 Feet (*abbreviated description*);

Parcel No. 25-673-0450

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

**BY ORDER OF THE WINDOM CITY COUNCIL**

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

Published: March 6, 2019  
(COTTONWOOD COUNTY CITIZEN)

February 20, 2019

To: Cottonwood County Home Initiative Administrator

c/o Drew Hage, Executive Director  
Economic Development Authority of Windom  
444 Ninth Street  
P.O. Box 38  
Windom, MN 56101

Re: Request for Residential Tax Abatement

Dear Mr. Hage:

We plan to construct a new single family home on property at 1204 River Road in Windom, Minnesota. We are requesting residential tax abatement for the new home pursuant to the Cottonwood County Home Initiative. Our plans are to begin construction of this new home in April or May of this year.

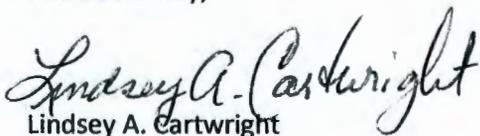
**Our application includes:**

1. **This letter of request for tax abatement,**
2. **Legal description of the property (Lot 06 BLK 004 Ringkob and Pope's Addition, NW 1/3 Front Lot 5 and SE 69' Front of Lot 6 Blk 4)  
Address of the property (1204 River Road Windom, MN 56101)  
Property ID # (25-673-0450)**
3. **An Aerial survey plat map showing lot lines of the property, (attached)**
4. **A site plan of the purposed location and dimensions of the new home, (attached)**
5. **Construction Plans for the new home, (attached)**
6. **Estimated market value of the new home based on comparable properties. ( \$85,000)**

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

If you should have any further questions, or need additional information, feel free to contact us.

Most sincerely,

  
Lindsey A. Cartwright

  
Jane L. Cartwright

**Applicants:** Lindsey and Jane Cartwright

**Address:** 709 River Road Windom, MN 56101

**Telephone:** (507) 831-5032 (Home) or (507) 830-1305 (Cell)

**Exhibit "A"**

Part of Lots 5 and 6 of Block 4 in Ringkob and Pope's Addition to the Village (now City) of Windom, described as follows to wit:

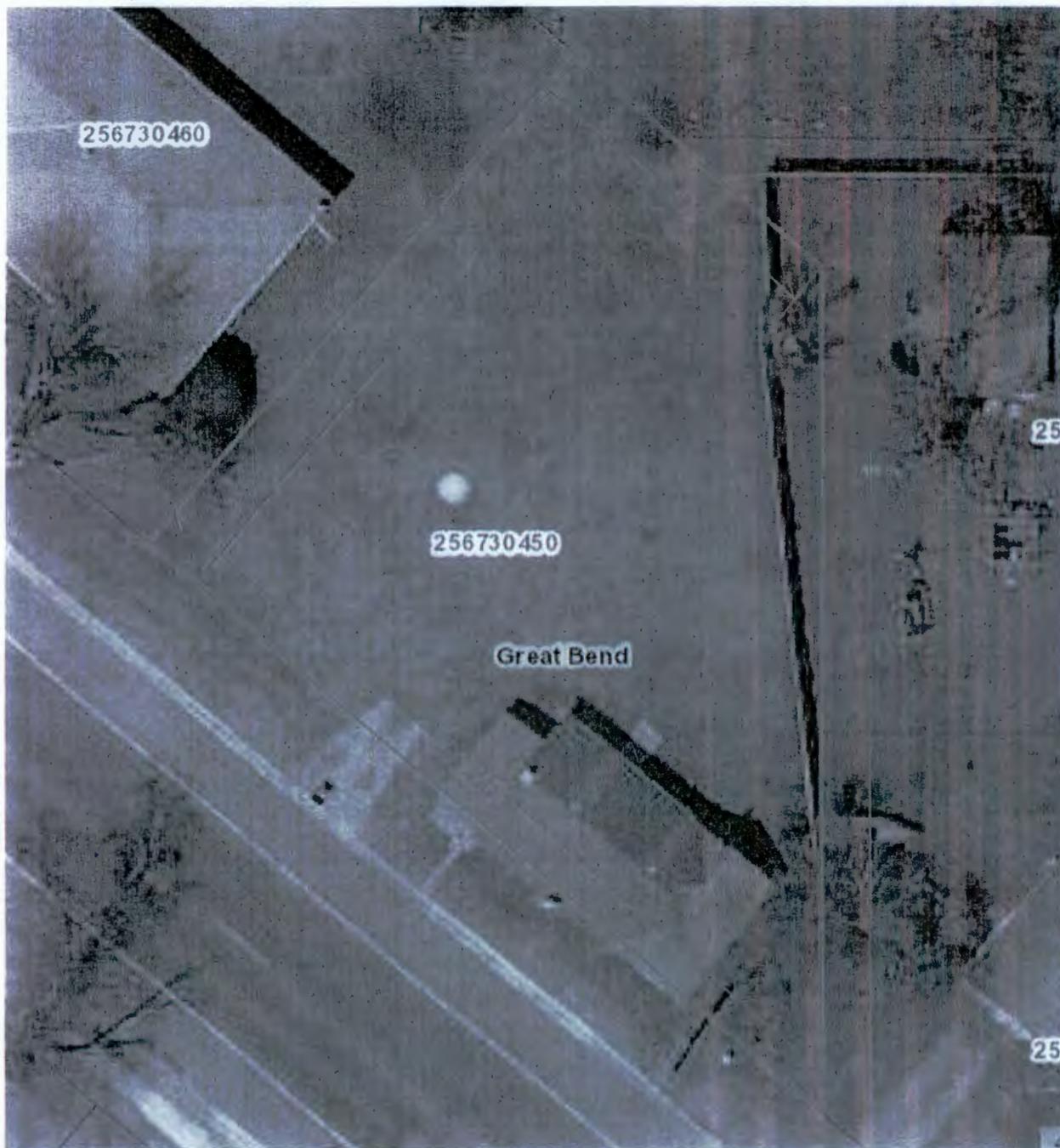
Beginning at a point on the Northeasterly line of said Lot 5, which is 7 feet Southeasterly from the most Northerly point of said Lot 5; thence running Southeasterly on and along the Northeasterly line of said Lot 5 to the most Easterly point of the Northwesterly two-thirds of said Lot 5; thence running Southwesterly on and along the Southeasterly line of the Northwesterly two-thirds of Lot 5 to the Southwesterly line of said Lot 5; thence running Northwesterly on and along the Southwesterly line of said Lots 5 and 6 to a point which is 69 feet Northwesterly of the most Southerly point of said Lot 6; thence Northeasterly to the point or beginning.

Plat No.

...

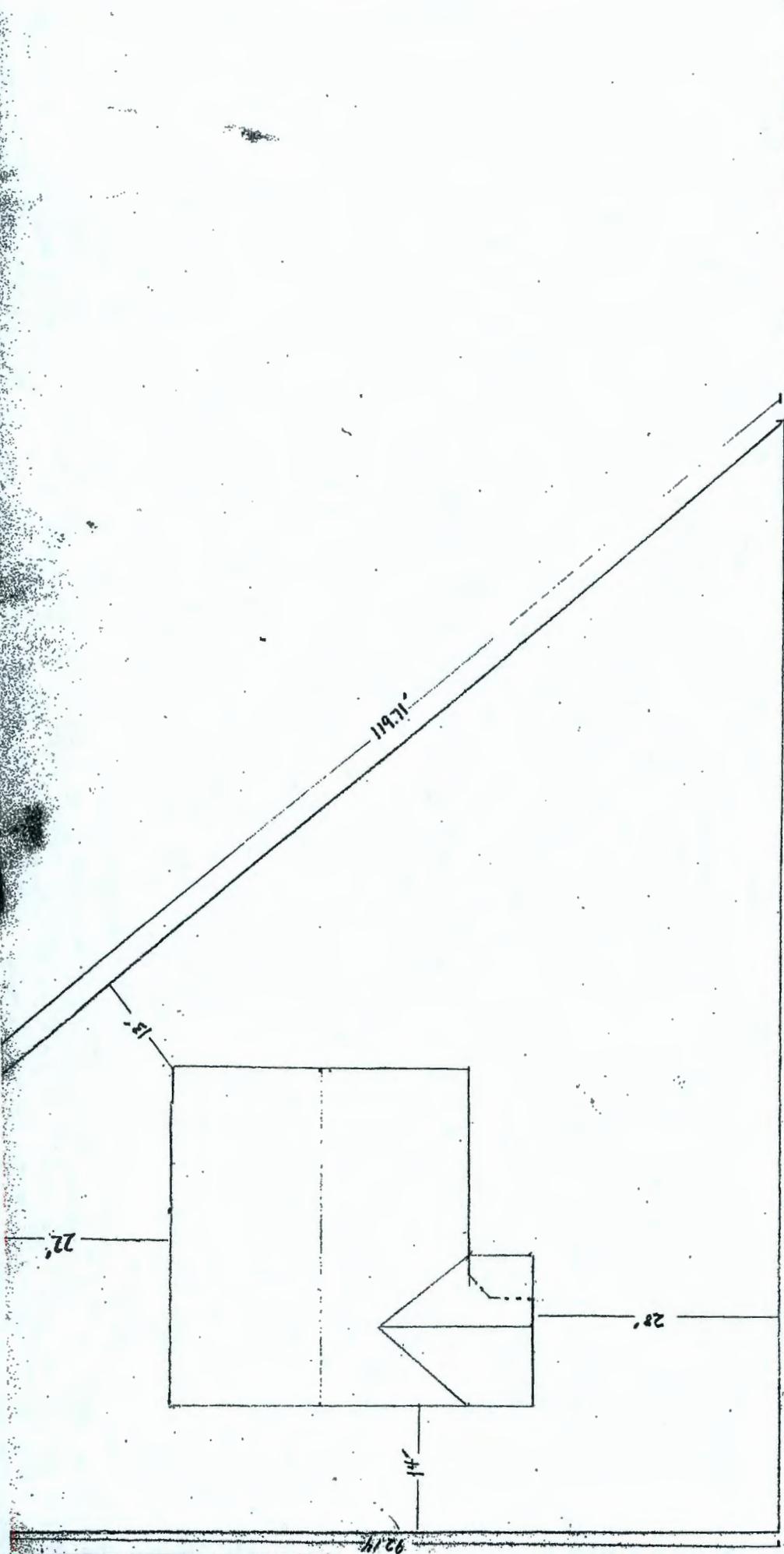
...





1204 River Road

Lot size is approximate.  
Image from Schneider Corp.,  
Cottonwood County. A lot  
survey from a licensed  
surveyor may be required  
prior to any building.



PLOT PLAN

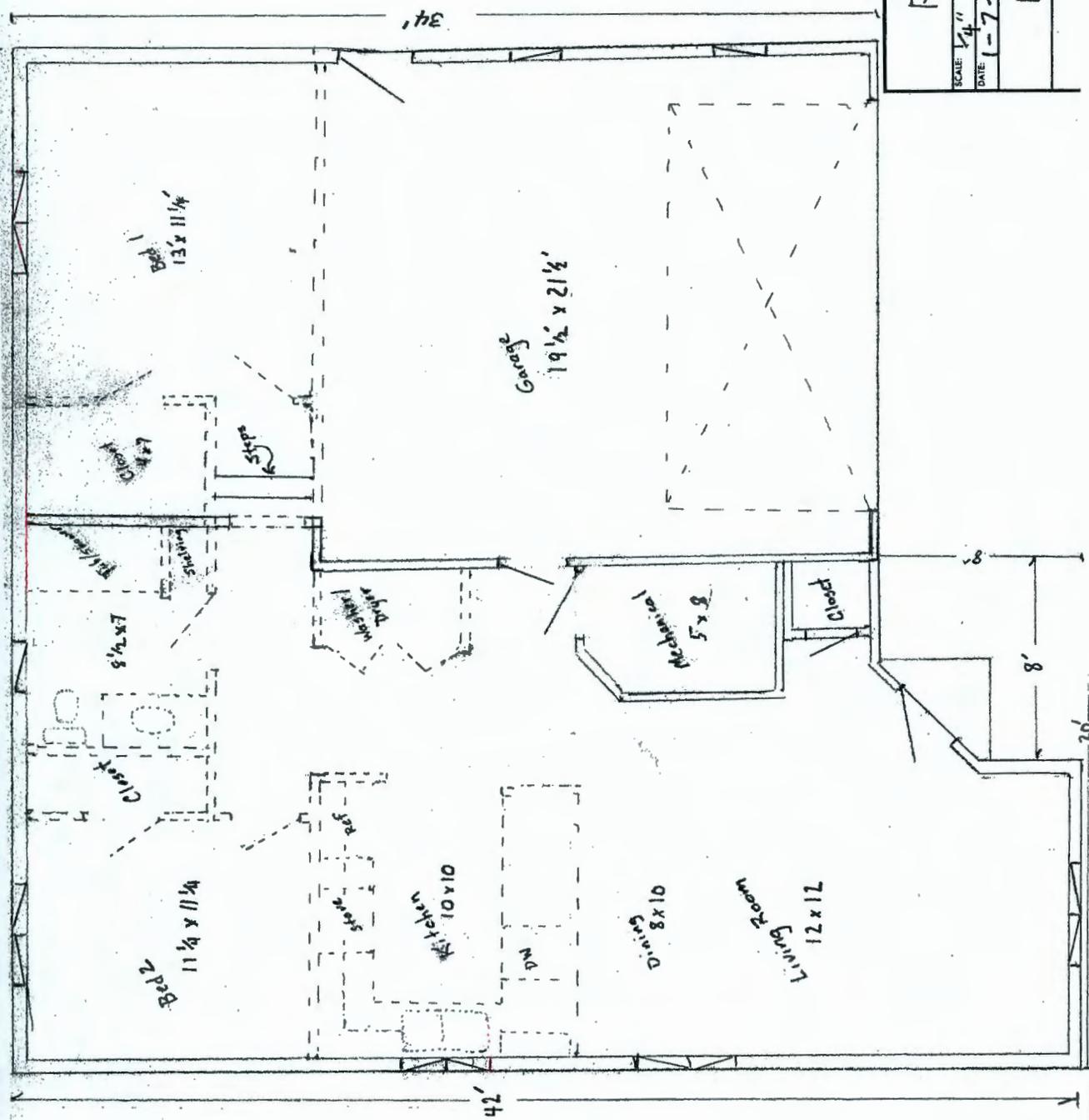
SCALE: 3/32"	APPROVED BY:	DRAWN BY: L. CARTWRIGHT
DATE: 1-7-19		REVISED:

1204 RIVER RD.

RIVER RD.

126.33'

92.14'

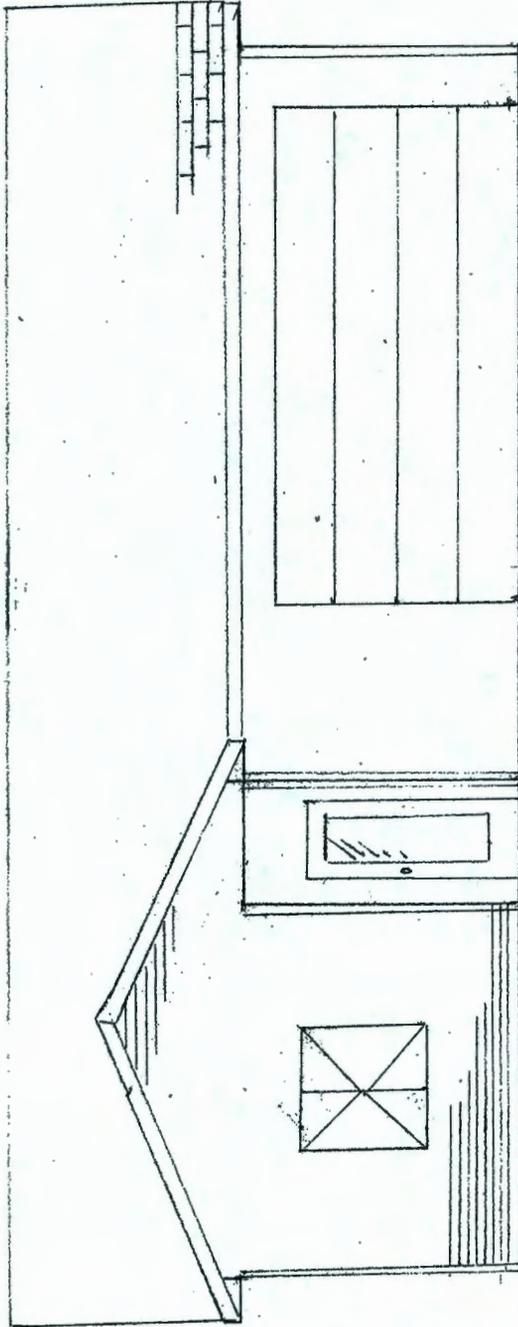


**FLOOR PLAN 1017 SEFT**

SCALE: 1/4" = 1'-0"	APPROVED BY:	DRAWN BY: J. CARTWRIGHT
DATE: 1-7-19		REVISED:

**1204 RIVER RD.**

DRAWING NUMBER



SOUTH ELEVATION [FRONT]

FRONT ELEVATION

SCALE: 1/4" = 1'-0"  
DATE: 1-7-19

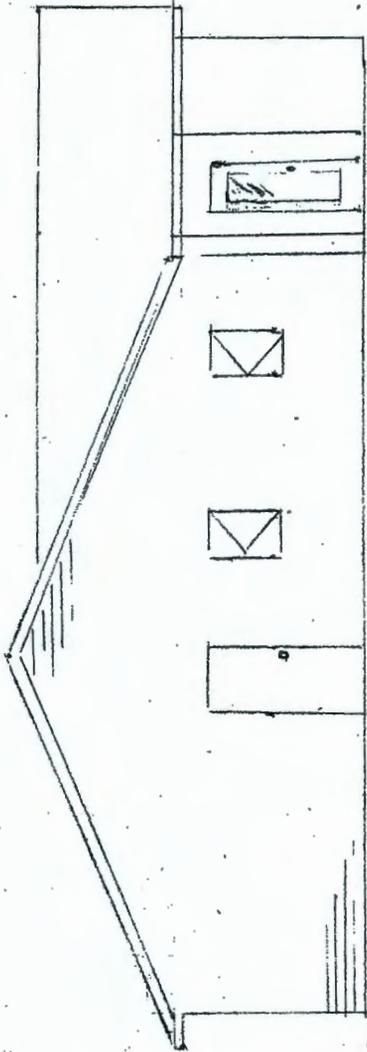
APPROVED BY:

L. CARTWRIGHT  
REVISED

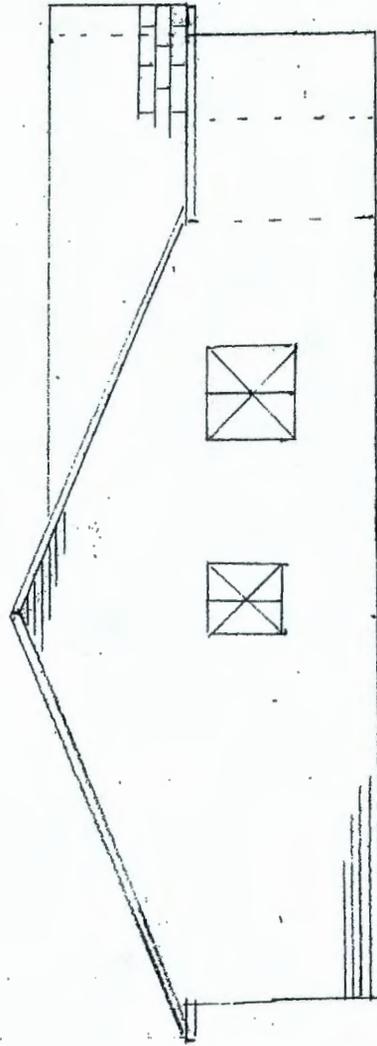
1204 RIVER RD.

DRAWING NUMBER

4

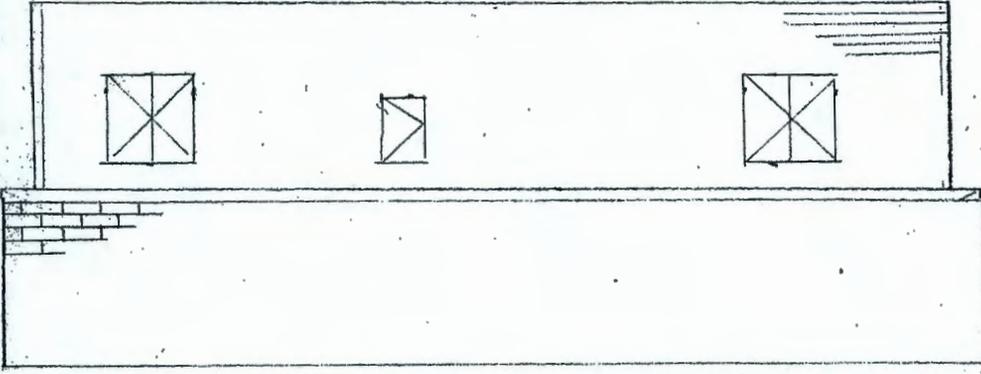


EAST ELEVATION



WEST ELEVATION

North ELEVATION



ELEVATIONS

SCALE: 3/16  
 DATE: 1-7-19  
 DRAWN BY: L. CARROLL BRIGHT  
 REVISED:

1704 River Rd.

DRAWING NUMBER

## **RESOLUTION #2019-**

**INTRODUCED:**

**SECONDED:**

**VOTED:     Aye:**

**Nay:**

**Absent:**

**A RESOLUTION ENACTED UNDER AUTHORITY OF MINNESOTA STATUTES  
SECTIONS 12.29 AND 12.37 TO EXTEND THE PERIOD OF A  
MAYOR-DECLARED LOCAL EMERGENCY**

---

**WHEREAS**, the Mayor of Windom has found that the following situation exists: localized flooding within the community due to snow melt which has been compounded by rain encountered in March 2019; and

**WHEREAS**, the Mayor has declared that the situation is a local emergency; and

**WHEREAS**, the City Council agrees with the Mayor's findings and further finds that the situation will last for more than three days.

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

The City Council declares that the local emergency is recognized as continuing until May 13, 2019.

This declaration of a local emergency will invoke the City's disaster plan. The portions that are necessary for response to and recovery from the emergency must be used.

Adopted by the City Council of Windom, Minnesota, this 19<sup>th</sup> day of March, 2019.

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

Attest: \_\_\_\_\_  
Chelsie Carlson, Finance Director/Controller

## RESOLUTION #2019-

**INTRODUCED:**

**SECONDED:**

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

**A RESOLUTION ENACTED UNDER AUTHORITY OF MINNESOTA STATUTES  
SECTIONS 12.29 AND 12.37 TO DECLARE AND EXTEND  
THE PERIOD OF A LOCAL EMERGENCY**

---

**WHEREAS**, the Mayor and City Council of Windom have found that the following situation exists: localized flooding within the community due to snow melt which has been compounded by rain encountered in March 2019; and

**WHEREAS**, the Mayor hereby declares that the situation is a local emergency; and

**WHEREAS**, the City Council agrees with the Mayor's findings and further finds that the situation will last for more than three days.

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

The City Council declares that the local emergency is recognized as continuing until May 13, 2019.

This declaration of a local emergency will invoke the City's disaster plan. The portions that are necessary for response to and recovery from the emergency must be used.

Adopted by the City Council of Windom, Minnesota, this 19<sup>th</sup> day of March, 2019.

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

Attest: \_\_\_\_\_  
Chelsie Carlson, Finance Director/Controller

## ACTION ITEM



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

**TO:** City Council  
**FROM:** Steve Nasby, City Administrator *SN*  
**DATE:** March 19, 2019  
**RE:** Charter Commission – Proposed Amendments  
**DEPT:** Administration  
**CONTACT:** Steve Nasby: [Steve.Nasby@windommn.com](mailto:Steve.Nasby@windommn.com)

---

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

---

Staff recommends that the City Council take the following action:

1. City Council set a public hearing for April 16, 2019 regarding proposed Charter Commission amendments.

### **Issue Summary/Background**

---

The Charter Commission met on October 17, 2019; November 28, 2018 and February 13, 2019. At the October meeting they heard from an attorney with the League of Minnesota Cities regarding the various forms of local government and received LMC's notes on items that should be discussed with the current Windom Charter. In November the Charter Commission met with the Fire Chief and City Attorney to discuss Section 5.04 – Fire Department; specifically how the Charter handles elections of Fire Chiefs. Also at the November meeting the Charter Commission selected other Sections of the Charter they wanted to review and discuss including Sections 1.02, 2.05, 2.06, 3.08 and 5.08. In February 2019 the Charter Commission discussed these sections and approved recommendations on amendments to the Windom Charter (see attached).

The process for making Charter amendments can be done by Ordinance, which is outlined in Minnesota Statutes 410.12 Subdivision 7 (see attached). The timeline for the process is as follows:

- Within one month of the Charter Commission's recommendations the City Council must set a public hearing and publish a notice; and
- Following the published notice the City Council holds a public hearing at least two weeks after publication, but not more than four weeks after publication of the notice; and
- Within one month of the public hearing the City Council must vote on a proposed Charter amendment ordinance; and
- To be approved the ordinance requires 100% of the Council and Mayor's approvals; and
- If approved, ordinance must be published; and
- After publication the Charter amendments become effective 90 days thereafter.

As such, the timeline for action will then be as follows based on the requirements of the statute:

- Charter Commission's recommendations submitted to City Council on March 19th.
- On March 19<sup>th</sup> the City Council sets a public hearing for April 16<sup>th</sup>.
- April 16<sup>th</sup> City Council holds the required public hearing.
- The City Council vote on the proposed amendments ordinance on May 7<sup>th</sup> (first reading) and May 21<sup>st</sup> (second reading).
- Publication of the proposed Charter amendments (if approved by the City Council) will be on May 29th in the Cottonwood County Citizen newspaper.
- The 90-day waiting period starts May 29<sup>th</sup>.
- If no citizen petition opposing the proposed Charter amendments is received, they would become effective August 30th.

### **Fiscal Impact**

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The proposed Charter amendments will not impact the City budget, other than to reduce costs though extending the time a Council member may be appointed to fill a vacancy (Section 2.05).

### **Attachments**

---

1. Proposed Charter Amendments
2. Minnesota Statute 410.12 Subdivision 7

# RESOLUTION #2019-

**INTRODUCED:**

**SECONDED:**

**VOTED:     AYE:**  
**NAY:**  
**ABSENT:**

## **RESOLUTION CALLING FOR A PUBLIC HEARING ON PROPOSED CITY CHARTER AMENDMENTS**

---

**WHEREAS**, pursuant to Minnesota Statute §410.12, Subd. 7, the Windom City Charter Commission met in February 2019 and approved recommendations for amendments to the Windom City Charter; and

**WHEREAS**, said Statute provides that a public hearing shall be held on the proposed Charter Amendments.

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

1. That the City Council will consider the recommendations from the City Charter Commission for amendments to the City Charter at a public hearing to be held on April 16, 2019, in the Windom City Council Chambers, 444 9<sup>th</sup> Street, in the City of Windom, Minnesota, at the City Council Meeting which begins at 6:30 P.M.

2. That the City Administrator is hereby directed to give published and posted notice of such hearing as required by law.

Adopted this 19th day of March, 2019.

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

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

### **Charter Section 1.02 – Boundaries and City Territory**

BOUNDARIES: The territory encompassed by the present boundaries of the City of Windom is as follows: Part of the Northeast Quarter of Section 21, part of the Northwest Quarter of Section 22, part of the East Half of Section 22, part of the South Half of Section 23, part of the Southwest Quarter of Section 13, part of the Northwest Quarter of Section 24, part of the Southwest Quarter of Section 24, part of the East Half of Section 24, all of Section 25, the East Half of Section 26, part of the Northwest Quarter of Section 26, part of the Southwest Quarter of Section 26, part of the Northeast Quarter of Section 35, most of the North Half of Section 36, and part of the South Half of Section 36, all in Township 105 North, Range 36 West of the 5<sup>th</sup> P.M.; and part of the West Half of Section 19, and part of the Northwest Quarter of Section 31, all in Township 105 North, Range 35 West of the 5<sup>th</sup> P.M. in Cottonwood County, Minnesota.

### **Charter Section 2.05 - City Council Vacancies**

VACANCIES: An elected office becomes vacant when the person elected or appointed thereto dies before taking office or fails to qualify, or the incumbent dies, resigns in writing filed with the City Administrator, is convicted of a felony, ceases to reside in the City, or is adjudged incompetent by a Court of competent jurisdiction. In each case the council shall by resolution declare the vacancy to exist.

If ~~the a~~ vacancy occurs ~~one year or less before the expiration of the term of that elective office~~ the mayor shall nominate and the council shall affirm and shall forthwith appoint an eligible person to fill the vacancy for the remainder of the unexpired term **until the next general election.**

~~If the vacancy occurs more than before the expiration of the term of the elective office the council shall forthwith order a special election to fill such vacancy to be held within 150 days of the resolution declaring the vacancy.~~

### **Charter Section 2.06 - Mayor Powers and Duties**

THE MAYOR, POWERS AND DUTIES: The mayor shall be the presiding officer of the council; except that the council member elected at large shall serve as president in the mayor's absence, and as acting mayor in case of the mayor's disability preventing performance of duties or in the case of the mayor's absence from the City. The mayor shall be the chief executive officer of the City **and shall have command and control of its police force.** The mayor shall exercise all powers and perform all duties conferred and imposed upon that office by this charter, the ordinances of the City and the constitution and statutes of the State of Minnesota.

In the event of a vacancy in the office of mayor, whether by death, resignation or any other cause, the council forthwith shall order a special election to fill the vacancy for the unexpired term; provided that if such vacancy occurs less than six (6) months from the expiration of; the term of said mayor, then no special election shall be held; but the duties of said mayor shall rest upon and be discharged by the council member elected at large serving as president pro tempore

of said council as full and to all intents and purposes as if said president pro tempore were the duty elected and qualified mayor.

If a vacancy exists in the office of mayor and council member at large, then the remaining council members shall elect from themselves a chair to conduct the meeting and said person shall retain their voting rights.

### **Charter Section 3.08 - Proceedings on Resolutions**

PROCEEDINGS ON RESOLUTIONS: Every resolution may be presented in writing, **and read in full before adoption, unless the reading is dispensed with by unanimous consent. Resolution shall be read in full before adoption, if requested by a majority of the council.**

### **Charter Section 5.01 - Subordinate Officers**

SUBORDINATE OFFICERS: There shall be a City Administrator, a Deputy City Administrator, a City Attorney, **a City Engineer, a Street Superintendent** and other subordinate officers as are designated in this charter or as the council may create, each of whom shall be appointed by the mayor and whose appointment shall be confirmed by the council and shall perform such duties as are required of them by the council. The duties of the various officers may be altered or combined as the council may see fit.

### **Charter Section 5.02 - Subordinate Departments**

DEPARTMENTS: The City of Windom shall have the following departments: Fire, Planning, Police, **Street** and Utilities; and the Council may create, in addition, such other departments, boards, commissions, bureaus for the administration of the City's affairs as may seem necessary. The Council from time to time may define, alter or combine the powers and organization of departments, boards, commissions or bureaus.

### **11.08 Effective Date of Charter**

This charter becomes effective on **August 30, 2019** and as amended.

**Subd. 7. Amendment by ordinance.** Upon recommendation of the charter commission the city council may enact a charter amendment by ordinance. Within one month of receiving a recommendation to amend the charter by ordinance, the city must publish notice of a public hearing on the proposal and the notice must contain the text of the proposed amendment. The city council must hold the public hearing on the proposed charter amendment at least two weeks but not more than one month after the notice is published. Within one month of the public hearing, the city council must vote on the proposed charter amendment ordinance. The ordinance is enacted if it receives an affirmative vote of all members of the city council and is approved by the mayor and published as in the case of other ordinances. An ordinance amending a city charter shall not become effective until 90 days after passage and publication or at such later date as is fixed in the ordinance. Within 60 days after passage and publication of such an ordinance, a petition requesting a referendum on the ordinance may be filed with the city clerk. The petition must be signed by registered voters equal in number to at least five percent of the registered voters in the city or 2,000, whichever is less. If the requisite petition is filed within the prescribed period, the ordinance shall not become effective until it is approved by the voters as in the case of charter amendments submitted by the charter commission, the council, or by petition of the voters, except that the council may submit the ordinance at any general or special election held at least 60 days after submission of the petition, or it may reconsider its action in adopting the ordinance. As far as practicable the requirements of subdivisions 1 to 3 apply to petitions submitted under this section, to an ordinance amending a charter, and to the filing of such ordinance when approved by the voters.

**History:** (1286) RL s 756; 1907 c 199 s 1; 1911 c 343 s 1; 1939 c 292 s 1; 1943 c 227 s 1; 1949 c 122 s 1; 1959 c 305 s 3,4; 1961 c 608 s 5,6; 1969 c 1027 s 3; 1973 c 503 s 1-4; 1986 c 444; 1998 c 254 art 1 s 107; 1999 c 132 s 42; 2005 c 93 s 1; 2008 c 331 s 7; 2010 c 184 s 43

**ORDINANCE NO. 176, 2<sup>ND</sup> 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

1<sup>st</sup> Reading: March 19, 2019  
2<sup>nd</sup> Reading: April 2, 2019  
Adoption: April 2, 2019  
Published: April 10, 2019

# ACTION ITEM

**TO:** City Council, and Steve Nasby, City Administrator  
**FROM:** Streets & Parks Superintendent, Park & Rec Commission  
**DATE:** March 13, 2019  
**RE:** Tennis Court Location  
**DEPT:** Street/Parks Department  
**CONTACT:** [Brian.Cooley@windommn.com](mailto:Brian.Cooley@windommn.com)

---

## Recommendations/Action Requested

I recommend that the City Council to approve the location of the tennis court to be built in Tegels Park as recommended by the Park & Rec Commission, on March 13, at their meeting. A motion “to recommend the building of two tennis court sat Tegals Park based on the engineer’s estimate of \$249,000 or less”, seconded and passed four to one. The consensus is to build it east of the 2017 design to save costs on dirt work.

I have also included a copy of the agreement for engineering services from DGR for your review, which was a consensus to approve by the commission.

If approved the project would then go to the engineer to begin the design stage, where more recommendations and approvals will be needed.

---

## Issue Summary/Background

When the decision to close Ken Witt Park and build the Emergency Services Building at that location, the tennis courts were removed at that time. After having a meeting with the Windom tennis players, a decision was made by the City Council to replace and relocate them in the near future.

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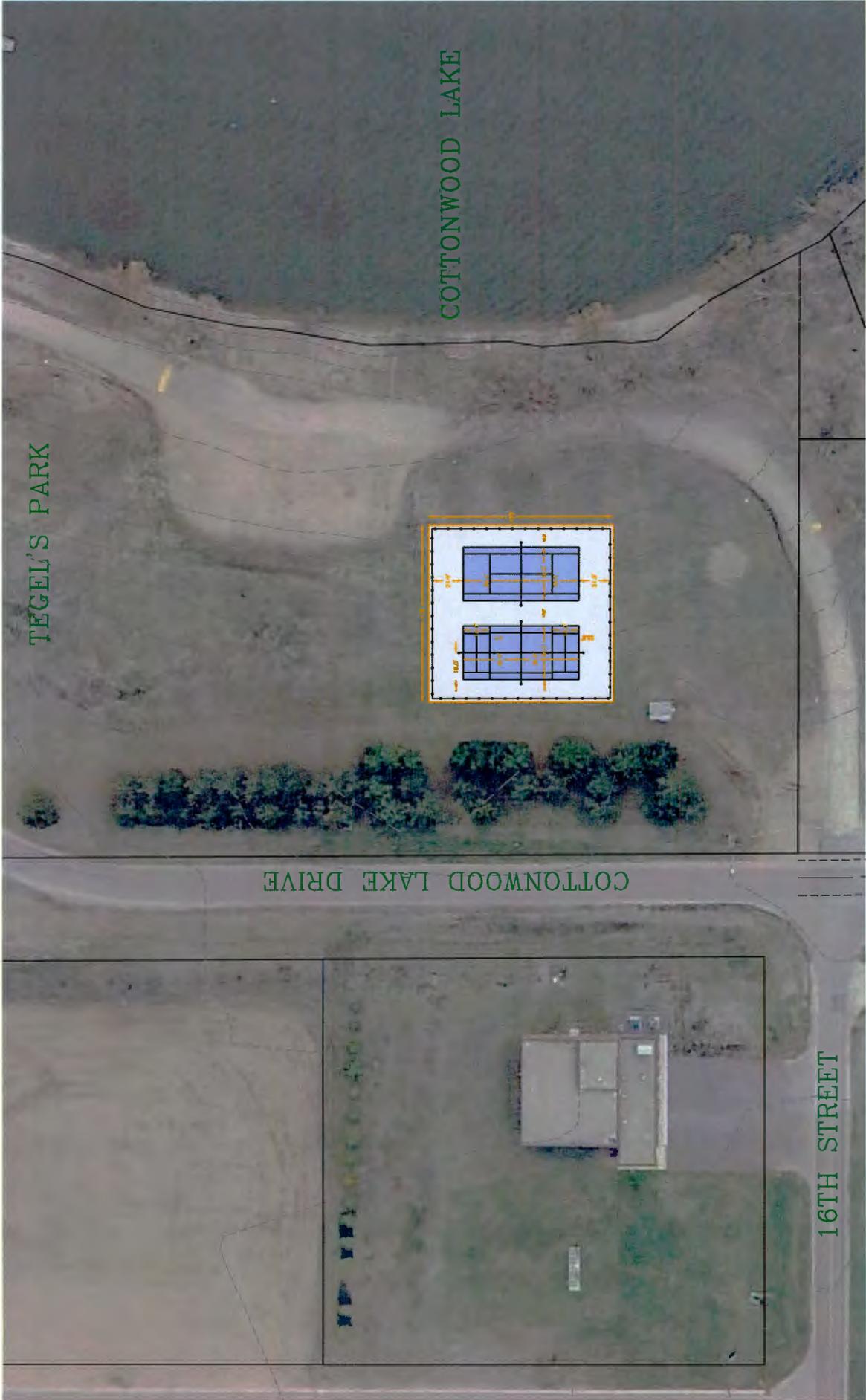
## Fiscal Impact

The original money that was set aside was \$150,000, which included as part of the building of the Emergency Serves Facility budget. On November 15 2017, the council made a decision to increase the original amount to \$200,000, by earmarking \$50,000 from the Emergency Services Facility contingency fund for the tennis court replacement. Therefore, as of today the total monies set aside are still at \$200,000

---

## Attachments

1. All three locations and estimates.
2. Engineering agreement with DGR.
3. Copy of the minutes from the November 15, 2017 meeting.
4. A copy of the minutes from the march 13, 2019 meeting will be in the consent agenda.



**Tennis Court Paving Improvements**  
Windom, Minnesota

Preliminary Construction Estimate  
DGR Project No. \*

January 8, 2019

**Dual Tennis Court, New 5" PCC Paving, 116'x125'**

1.	1,725 sq. yd.	12" Subgrade Preparation	\$3.00 /sq. yd.	=	\$5,175.00
2.	2,000 cu. yd.	Excavation and Embankment (On-site)	\$8.00 /cu. yd.	=	\$16,000.00
3.	300 cu. yd.	Topsoil Stripping, Stockpiling, and Spreading	\$3.00 /cu. yd.	=	\$900.00
4.	1 ea.	Remove Tree	\$750.00 /ea.	=	\$750.00
5.	1,615 sq. yd.	5" PCC Pavement*	\$40.00 /sq. yd.	=	\$64,600.00
6.	1,615 sq. yd.	PCC Reinforcement (1'x1')*	\$12.00 /sq. yd.	=	\$19,380.00
7.	1,615 sq. yd.	Court Surfacing and Marking***	\$6.00 /sq. yd.	=	\$9,690.00
8.	1,615 sq. yd.	Class 5 Granular Subbase	\$6.00 /sq. yd.	=	\$9,690.00
9.	480 ln. ft.	10' Chain Link Fencing	\$30.00 /ln. ft.	=	\$14,400.00
10.	3 ea.	Chain Link Entrance	\$350.00 /ea.	=	\$1,050.00
11.	550 ln. ft.	6" HDPE Drain tile	\$7.00 /ln. ft.	=	\$3,850.00
12.	1 ea.	Drain tile Outlet	\$250.00 /ea.	=	\$250.00
13.	1 ea.	Inlet Protection	\$250.00 /ea.	=	\$250.00
14.	6 ea.	Electrical Pole, Base & Lumina r	\$5,000.00 /ea.	=	\$30,000.00
15.	700 ln. ft.	Buried Electrical Cable	\$5.00 /ln. ft.	=	\$3,500.00
16.	2 ea.	Tennis Court Net, Poles, Sleeves & Bases	\$2,000.00 /ea.	=	\$4,000.00
17.	480 ln. ft.	Wind Screen***	\$8.00 /ln. ft.	=	\$3,840.00
18.	200 ln. ft.	Silt Fence	\$6.00 /ln. ft.	=	\$1,200.00
19.	0.3 ac.	Seeding, Fertilizing, and Mulching	\$4,000.00 /acre	=	\$1,200.00
20.	1 L.S.	Traffic Control	\$250.00 /L.S.	=	\$250.00
21.	1 L.S.	Mobilization	\$7,000.00 /L.S.	=	\$7,000.00
<b>Subtotal</b>					<b>\$196,975.00</b>
<b>Contingencies (10%)</b>					<b>\$20,025.00</b>
<b>Estimated Construction Cost</b>					<b>\$217,000.00</b>
<b>Estimated Engineering &amp; Testing</b>					<b>\$32,000.00</b>
<b>Estimated Cost</b>					<b>\$249,000.00</b>

\* Work does not include Pre or Post tensioned reinforcement (recommended by many sport court contractors)

\*\* Estimate does not include any costs for parking pavement or access sidewalk

\*\*\*Optional items

\*\*\*\*Estimate does not include costs for seating or bleachers

\*\*\*\*\*Estimate does not include soil corrections that may be necessary at this site

Note: Estimated costs are based on bidding all items to one general Contractor for the entire project.

Estimated costs are based on anticipated 2020 construction prices, future prices will vary.

## EXHIBIT A TASK ORDER

Task Order No. 03-003-369017

Effective Date: March 19, 2019

### Task Order Amendment to the DGR ENGINEERING Master Agreement for Professional Services

DGR Engineering (Consultant) agrees to provide to: The City of Windom, Mn (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 3rd day of January, 2017.

**TASK ORDER PROJECT NAME:** City Tennis Court Improvements, Windom, Mn

**TASK ORDER PROJECT DESCRIPTION:** Dual tennis court design at Tegels Park.

**DGR CONTACT PERSON:** Dan Van Schepen

**CLIENT CONTACT PERSON:** Steve Nasby, City Administrator  
Brian Cooley, Street Superintendent

#### **SCOPE OF WORK:**

Topographic survey, design, contract administration, staking and project observation as requested by the City for the project scope approved by Council, 3-19-2019 (see project scope documents).

#### Topographical Survey

Set horizontal and vertical control to be used for the staking of the improvements and to collect horizontal and vertical data of the existing features (paved surfaces, utility structures, surface of ground, etc.) to be used to design the proposed improvements. Contact utility companies that may have buried or overhead utilities within the construction limits for a utility locate.

#### Design, Plans & Special Provisions

Attend a project initiation\planning meetings with the City of Windom to review the proposed improvements. Prepare preliminary construction plans and special provisions for submittal to the City of Windom for review. Prepare final construction plans and special provisions to include:

- Evaluate existing ground to blend into the new pavement.
- Design new pavement for each of the street included in the scope according to the soil report prepared by the soils engineer for this project.
- Preparation of quantities for the proposed improvements for the Owner to obtain bids for construction.
- Prepare special provisions and construction details for the proposed improvements.
- Design sanitary sewer and water main improvements and incorporate them into the project plans.
- If requested, attend a public hearing to review the project and answer questions from the public and/or the City Council.

- The Engineer shall provide the Owner with three sets of plans and specifications for construction purposes. The Engineer will assist the Owner in preparing bid forms for receiving bids on the various units of construction, construction agreement and bonds. Assist with the Bid Letting and preparation of contract documents after Project Award.

Assist the Owner with making arrangements for a subsurface investigation of the soils on the project. The contract for the subsurface investigation would be directly with the Owner. DGR Engineering will assist with selecting locations for the soil exploration.

Schedule: Design in Spring of 2019 with final plans completed to facilitate a Bid Letting date tentatively planned for July 2019.

## **Construction Services**

### Construction Staking

Perform staking for construction of the proposed storm sewer and street paving improvements. The staking needs will vary depending on the Contractor's needs.

### Construction Administration

The Engineer will assist the Owner in receiving bids on the various units of construction, construction agreement and bonds. The Engineer will assist the Owner in the award of construction contracts and the preparation of contract documents with the successful Contractor. Assist the Owner with project administration as required and includes review meetings or conferences with affected parties.

During construction, the Engineer will recommend the Owner retain the services of a Materials Testing Firm to perform the necessary tests for utility trench backfill materials, subgrade compaction and paving materials. The cost associated with the Materials Testing Firm is not included in this Agreement.

### Construction Observation

The DGR Construction Observer will keep a record or log of the Contractor's construction activities including notes on the nature and cost of any extra work or change orders during construction. The Observer will obtain measurements required to determine the work completed by the Contractor for purposes of Progress Payments. Maintain daily quantity records and work reports including an electronic file containing project documentation. DGR Engineering will also address questions that arise as needed and/or requested.

Following completion of the project, DGR Engineering will revise the project plans to reflect changes during construction. These drawings would become record drawings for the project. The record drawing information is to be provided by the Contractor.

Construction Observation and Staking costs can and will vary due to several factors including the weather, contractor work performance and pace of construction.

**FEE ARRANGEMENT:** All services – Billed at Current Hourly Rates with an estimated fee of \$32,000.00

Estimated Service Fees

Topographic Survey- \$1,600  
Preliminary Design- \$2,300  
Design- \$16,000  
Construction Staking- \$1,600  
Construction Administration- \$4,000  
Construction Observation- \$6,500

**SPECIAL TERMS AND CONDITIONS:** None

The City of Windom, Mn  
(Client)

DeWild Grant Reckert and Associates Company  
d/b/a DGR Engineering  
(Consultant)

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

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

Title: \_\_\_\_\_  
(Authorized signature and Title)

Title: Vice President  
(Authorized signature and Title)

Address: 444 9<sup>th</sup> Street

Address: 1302 South Union Street

City: Windom, Mn 56101

City: Rock Rapids, IA 51246

Date: 1-3-17

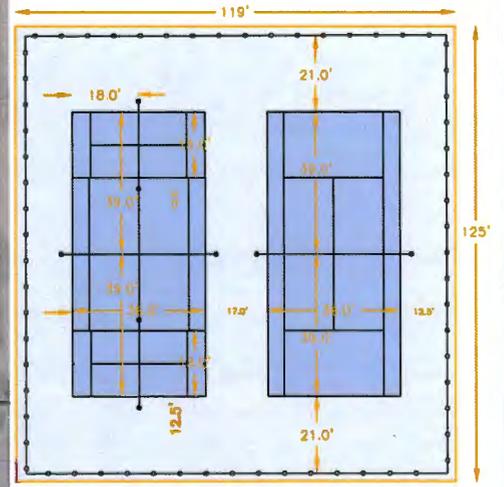
Date: 12-27-16

Plot Date: 10/28/19 9:55:11 AM



COTTONWOOD LAKE DRIVE

CONCEPT TENNIS COURT MARKING DIMENSIONS



REV	DATE	DESCRIPTION
0	1-17-2019	PRELIMINARY CONCEPT



Project Manager: DLV  
 Designer: DLV  
 Project Number: 369017  
 Phone: (712) 472-2531

TENNIS COURT  
 WINDOM, MINNESOTA

RECREATION SITE PLAN- LEGION PARK  
 TENNIS COURT IMPROVEMENTS

S  
H  
E  
E  
T  
TC LP

**Tennis Court Paving Improvements- Legion Park location  
Windom, Minnesota**

**Preliminary Construction Estimate  
DGR Project No. 369017**

**March 5, 2019**

**Dual Tennis Court, New 5" PCC Paving, 116'x125' at Legion Park**

1.	1,725 sq. yd.	12" Subgrade Preparation	\$3.00 /sq. yd.	=	\$5,175.00
2.	300 cu. yd.	Excavation and Embankment (On-site)	\$8.00 /cu. yd.	=	\$2,400.00
3.	300 cu. yd.	Topsoil Stripping, Stockpiling, and Spreading	\$3.00 /cu. yd.	=	\$900.00
4.	200 sq. yd.	Pavement Removal	\$10.00 /sq. yd.	=	\$2,000.00
5.	2 ea.	Remove Existing Tree and Stump	\$750.00 /ea.	=	\$1,500.00
6.	7 ea.	Install Tree	\$300.00 /ea.	=	\$2,100.00
7.	50 sq. yd.	4" PCC Sidewalk	\$50.00 /sq. yd.	=	\$2,500.00
8.	1,650 sq. yd.	5" PCC Pavement*	\$40.00 /sq. yd.	=	\$66,000.00
9.	1,650 sq. yd.	PCC Reinforcement (1'x1')*	\$12.00 /sq. yd.	=	\$19,800.00
10.	1,615 sq. yd.	Court Surfacing and Marking***	\$6.00 /sq. yd.	=	\$9,690.00
11.	1,650 sq. yd.	Class 5 Granular Subbase	\$6.00 /sq. yd.	=	\$9,900.00
12.	480 ln. ft.	10' Chain Link Fencing	\$35.00 /ln. ft.	=	\$16,800.00
13.	3 ea.	Chain Link Entrance	\$350.00 /ea.	=	\$1,050.00
14.	1,000 ln. ft.	6" HDPE Drain tile	\$7.00 /ln. ft.	=	\$7,000.00
15.	1 ea.	Drain tile Outlet	\$250.00 /ea.	=	\$250.00
16.	1 ea.	Inlet Protection	\$250.00 /ea.	=	\$250.00
17.	6 ea.	Electrical Pole, Base & Luminar	\$5,000.00 /ea.	=	\$30,000.00
18.	1 L.S.	Relocate Flag Pole and Sign	\$5,000.00 /L.S.	=	\$5,000.00
19.	1 L.S.	Relocate Canon, Surfacing and fencing	\$10,000.00 /L.S.	=	\$10,000.00
20.	1 L.S.	Relocate Canon masonry signage	\$5,000.00 /L.S.	=	\$5,000.00
21.	700 ln. ft.	Buried Electrical Cable	\$5.00 /ln. ft.	=	\$3,500.00
22.	2 ea.	Tennis Court Net, Poles, Sleeves & Bases	\$2,000.00 /ea.	=	\$4,000.00
23.	480 ln. ft.	Wind Screen***	\$8.00 /ln. ft.	=	\$3,840.00
24.	200 ln. ft.	Silt Fence	\$6.00 /ln. ft.	=	\$1,200.00
25.	0.3 ac.	Seeding, Fertilizing, and Mulching	\$4,000.00 /acre	=	\$1,200.00
26.	1 L.S.	Traffic Control	\$250.00 /L.S.	=	\$250.00
27.	1 L.S.	Mobilization	\$7,000.00 /L.S.	=	\$7,000.00
<b>Subtotal</b>					<b>\$218,305.00</b>
<b>Contingencies (10%)</b>					<b>\$21,695.00</b>
<b>Estimated Construction Cost</b>					<b>\$240,000.00</b>
<b>Estimated Engineering &amp; Testing</b>					<b>\$36,000.00</b>
<b>Estimated Cost</b>					<b>\$276,000.00</b>

\* Work does not include Pre or Post tensioned reinforcement (recommended by many sport court contractors)

\*\* Estimate does not include any costs for parking pavement or all desired access sidewalk

\*\*\*Optional items

\*\*\*\*Estimate does not include costs for seating or bleachers

\*\*\*\*\*Estimate does not include soil corrections that may be necessary at this site

Note: Estimated costs are based on bidding all items to one general Contractor for the entire project.  
Estimated costs are based on anticipated 2020 construction prices, future prices will vary.

## EXHIBIT A TASK ORDER

Task Order No. 03-003-369017

Effective Date: March 19, 2019

### Task Order Amendment to the DGR ENGINEERING Master Agreement for Professional Services

DGR Engineering (Consultant) agrees to provide to: The City of Windom, Mn (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 3rd day of January, 2017.

**TASK ORDER PROJECT NAME:** City Tennis Court Improvements, Windom, Mn

**TASK ORDER PROJECT DESCRIPTION:** Dual tennis court design at the former soccer field location near Kastle Kingdom.

**DGR CONTACT PERSON:** Dan Van Schepen

**CLIENT CONTACT PERSON:** Steve Nasby, City Administrator  
Brian Cooley, Street Superintendent

#### **SCOPE OF WORK:**

Topographic survey, design, contract administration, staking and project observation as requested by the City for the project scope approved by Council [REDACTED] (see project scope documents).

#### Topographical Survey

Set horizontal and vertical control to be used for the staking of the improvements and to collect horizontal and vertical data of the existing features (paved surfaces, utility structures, surface of ground, etc.) to be used to design the proposed improvements. Contact utility companies that may have buried or overhead utilities within the construction limits for a utility locate.

#### Design, Plans & Special Provisions

Attend a project initiation/planning meetings with the City of Windom to review the proposed improvements. Prepare preliminary construction plans and special provisions for submittal to the City of Windom for review. Prepare final construction plans and special provisions to include:

- Evaluate existing ground to blend into the new pavement.
- Design new pavement for each of the street included in the scope according to the soil report prepared by the soils engineer for this project.
- Preparation of quantities for the proposed improvements for the Owner to obtain bids for construction.
- Prepare special provisions and construction details for the proposed improvements.
- Design sanitary sewer and water main improvements and incorporate them into the project plans.
- If requested, attend a public hearing to review the project and answer questions from the public and/or the City Council.

- The Engineer shall provide the Owner with three sets of plans and specifications for construction purposes. The Engineer will assist the Owner in preparing bid forms for receiving bids on the various units of construction, construction agreement and bonds. Assist with the Bid Letting and preparation of contract documents after Project Award.

Assist the Owner with making arrangements for a subsurface investigation of the soils on the project. The contract for the subsurface investigation would be directly with the Owner. DGR Engineering will assist with selecting locations for the soil exploration.

Schedule: Design in Spring of 2019 with final plans completed to facilitate a Bid Letting date tentatively planned for July 2019.

## **Construction Services**

### **Construction Staking**

Perform staking for construction of the proposed storm sewer and street paving improvements. The staking needs will vary depending on the Contractor's needs.

### **Construction Administration**

The Engineer will assist the Owner in receiving bids on the various units of construction, construction agreement and bonds. The Engineer will assist the Owner in the award of construction contracts and the preparation of contract documents with the successful Contractor. Assist the Owner with project administration as required and includes review meetings or conferences with affected parties.

During construction, the Engineer will recommend the Owner retain the services of a Materials Testing Firm to perform the necessary tests for utility trench backfill materials, subgrade compaction and paving materials. The cost associated with the Materials Testing Firm is not included in this Agreement.

### **Construction Observation**

The DGR Construction Observer will keep a record or log of the Contractor's construction activities including notes on the nature and cost of any extra work or change orders during construction. The Observer will obtain measurements required to determine the work completed by the Contractor for purposes of Progress Payments. Maintain daily quantity records and work reports including an electronic file containing project documentation. DGR Engineering will also address questions that arise as needed and/or requested.

Following completion of the project, DGR Engineering will revise the project plans to reflect changes during construction. These drawings would become record drawings for the project. The record drawing information is to be provided by the Contractor.

Construction Observation and Staking costs can and will vary due to several factors including the weather, contractor work performance and pace of construction.

**FEE ARRANGEMENT:** All services – Billed at Current Hourly Rates with an estimated fee of \$32,000.00

Estimated Service Fees

Topographic Survey- \$1,600  
Preliminary Design- \$2,300  
Design- \$16,000  
Construction Staking- \$1,600  
Construction Administration- \$4,000  
Construction Observation- \$6,500

**SPECIAL TERMS AND CONDITIONS:** None

<u>The City of Windom, Mn</u> (Client)	<u>DeWild Grant Reckert and Associates Company</u> <u>d/b/a DGR Engineering</u> (Consultant)
By: _____	By: _____
Title: _____ (Authorized signature and Title)	Title: <u>Vice President</u> (Authorized signature and Title)
Address: <u>444 9<sup>th</sup> Street</u>	Address: <u>1302 South Union Street</u>
City: <u>Windom, Mn 56101</u>	City: <u>Rock Rapids, IA 51246</u>
Date: <u>1-3-17</u>	Date: <u>12-27-16</u>

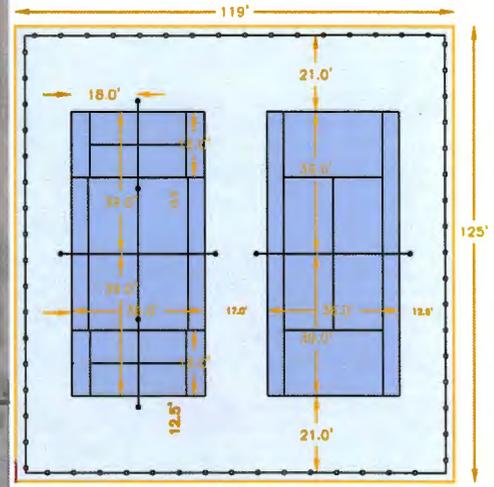
Plot Date: 1/17/2019 12:57:46 PM

McTAVISH WINDOM, MN PRELIMINARY COURT & TOWNLAND PARK, UNBUILT AREAS AND PARK REDEVELOPMENT DWG



COTTONWOOD LAKE DRIVE

CONCEPT TENNIS COURT MARKING DIMENSIONS



REV	DATE	DESCRIPTION
0	1-17-2019	PRELIMINARY CONCEPT



Project Manager: DLV  
 Designer: DLV  
 Project Number: 369017  
 Phone: (712) 472-2531

**TENNIS COURT  
 WINDOM, MINNESOTA**

**RECREATION SITE PLAN  
 TENNIS COURT IMPROVEMENTS**

SHEET  
 SF

**Tennis Court Paving Improvements**  
Windom, Minnesota

**Preliminary Construction Estimate**

DGR Project No. \*

January 17, 2019

**Dual Tennis Court, New 5" PCC Paving, 116'x125' on the current soccer field**

1.	1,725 sq. yd.	12" Subgrade Preparation	\$3.00 /sq. yd.	=	\$5,175.00
2.	300 cu. yd.	Excavation and Embankment (On-site)	\$8.00 /cu. yd.	=	\$2,400.00
3.	300 cu. yd.	Topsoil Stripping, Stockpiling, and Spreading	\$3.00 /cu. yd.	=	\$900.00
4.	10 ea.	Install Tree	\$300.00 /ea.	=	\$3,000.00
5.	1,625 sq. yd.	5" PCC Pavement*	\$40.00 /sq. yd.	=	\$65,000.00
6.	1,625 sq. yd.	PCC Reinforcement (1'x1')*	\$12.00 /sq. yd.	=	\$19,500.00
7.	1,615 sq. yd.	Court Surfacing and Marking***	\$6.00 /sq. yd.	=	\$9,690.00
8.	1,625 sq. yd.	Class 5 Granular Subbase	\$6.00 /sq. yd.	=	\$9,750.00
9.	480 ln. ft.	10' Chain Link Fencing	\$30.00 /ln. ft.	=	\$14,400.00
10.	3 ea.	Chain Link Entrance	\$350.00 /ea.	=	\$1,050.00
11.	750 ln. ft.	6" HDPE DrainTile	\$7.00 /ln. ft.	=	\$5,250.00
12.	1 ea.	DrainTile Outlet	\$250.00 /ea.	=	\$250.00
13.	1 ea.	Inlet Protection	\$250.00 /ea.	=	\$250.00
14.	6 ea.	Electrical Pole, Base & Luminar	\$5,000.00 /ea.	=	\$30,000.00
15.	700 ln. ft.	Buried Electrical Cable	\$5.00 /ln. ft.	=	\$3,500.00
16.	2 ea.	Tennis Court Net, Poles, Sleeves & Bases	\$2,000.00 /ea.	=	\$4,000.00
17.	480 ln. ft.	Wind Screen***	\$8.00 /ln. ft.	=	\$3,840.00
18.	200 ln. ft.	Silt Fence	\$6.00 /ln. ft.	=	\$1,200.00
19.	0.3 ac.	Seeding, Fertilizing, and Mulching	\$4,000.00 /acre	=	\$1,200.00
20.	1 L.S.	Traffic Control	\$250.00 /L.S.	=	\$250.00
21.	1 L.S.	Mobilization	\$7,000.00 /L.S.	=	\$7,000.00
<b>Subtotal</b>					<b>\$187,605.00</b>
<b>Contingencies (10%)</b>					<b>\$19,395.00</b>
<b>Estimated Construction Cost</b>					<b>\$207,000.00</b>
<b>Estimated Engineering &amp; Testing</b>					<b>\$32,000.00</b>
<b>Estimated Cost</b>					<b>\$239,000.00</b>

\* Work does not include Pre or Post tensioned reinforcement (recommended by many sport court contractors)

\*\* Estimate does not include any costs for parking pavement or access sidewalk

\*\*\*Optional items

\*\*\*\*Estimate does not include costs for seating or bleachers

\*\*\*\*\*Estimate does not include soil corrections that may be necessary at this site

Note: Estimated costs are based on bidding all items to one general Contractor for the entire project.

Estimated costs are based on anticipated 2020 construction prices, future prices will vary.

Preliminary

Nasby said the last item is the debt service funding for the Emergency Services Facility. The cost is \$135,000 per year and is roughly budgeted as follows: \$65,000 property tax levy, \$5,000 fire fighter relief give-back, \$10,000 Hospital transfer; \$30,000 increase in Liquor Store transfer and \$25,000 increase in Electric Fund transfer. The hospital transfer is the only thing the City Council has voted on officially and the fire fighter relief give-back is internally budgeted.

Joyce said that this funding has been discussed for over a year and was part of the plan going into the project. The increased transfer from the Electric Fund would put them back to where it was 30 years ago. The liquor store amount was also discussed.

Grunig said that he was not supportive of the Electric transfer as the Utility Commission had not signed off and was opposed.

Joyce noted Council has authority to budget and felt is reasonable based on the Fund's history.

Nasby said the Emergency Services Facility had \$82,000 remaining in the contingency fund and that could be used to off-set the property tax levy impact in 2018 or spread over several years to soften the impact of that debt to the property tax levy.

Joyce said that the tennis court replacement was funded as part for the Emergency Service Facility project and the amount of \$150,000 in that budget is inadequate. Over \$200,000 is needed to replace one tennis court and a second court designed to handle four pickle ball courts. He is in favor of using some of the ESF contingency money to put more into the tennis court replacement. Byam agreed.

**Motion by Joyce second by Byam to formally approve the Hospital transfer at \$10,000; Liquor transfer increased by \$30,000 and Electric transfer increased by \$25,000. Motion carried 5 - 0.**

Nasby said the property tax levy would now be at 5.75% with the use of the reserve funds and reducing the loader payment from \$100,000 to \$50,000 by adding a year to the repayment schedule.

**Motion by Joyce second by Sherman to set the 2018 property tax levy as a 5.75% increase for a total of \$1,932,591. This proposed budget includes a \$200,000 transfer from the General Fund, reducing the loader payment from \$100,000 to \$50,000 and earmarking \$50,000 from the Emergency Services Facility contingency fund for tennis court replacement. Motion carried 5 - 0.**

4. Adjournment:

Jones adjourned the meeting by unanimous consent at 10:55 pm.

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](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** Jason Sykora, Electric Superintendent  
**DATE:** 3/13/19  
**RE:** Union Pacific Wireline Crossing Agreement  
**DEPT:** Electric  
**CONTACT:** Jason Sykora

---

## Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action regarding Union Pacific Wireline Crossing Agreement.

1. Approve the Wire Line Crossing Agreement between Union Pacific Railroad and the City of Windom by adopting the attached Resolution.
- 

## Issue Summary/Background

The Wireline Crossing Agreement is needed to replace the current overhead crossing at 24<sup>th</sup> Street. (near Smith Appliance's new location) with underground wire. This is part of the upgrading of Circuit 7 which provides redundancy for Circuit 6. (Circuit 6 is our main industrial circuit which provides service to the Hospital and Prime Pork.)

## Fiscal Impact

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The agreement will require the City to purchase Railroad Protective Liability Insurance at a cost of approximately \$2,000.00. Funds for this expenditure were budgeted as part of the Capital Improvement Project.

## Attachments

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1. Copy of the Wireline Agreement & Resolution.

## RESOLUTION #2019-

**INTRODUCED:**

**SECONDED:**

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

### **RESOLUTION APPROVING AN AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY AND WINDOM MUNICIPAL ELECTRIC UTILITY COVERING UNDERGROUND WIRELINE CROSSING**

---

**WHEREAS**, Union Pacific Railroad Company has tendered to Windom Municipal Electric Utility an agreement covering underground wireline crossing in Windom, Cottonwood County, Minnesota; and

**WHEREAS**, the City Council and the Windom Municipal Electric Utility have given the proposed Agreement careful review and consideration; and

**WHEREAS**, it is considered that the best interests of said city will be served by the acceptance of said agreement.

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

That the terms of the agreement submitted by Union Pacific Railroad Company, as aforesaid, be and the same are hereby accepted on behalf of said City;

That the Mayor of said City is hereby authorized, empowered and directed to execute said agreement on behalf of said City and that the City Administrator of said City is hereby authorized and directed to attach to each duplicate original of said agreement a certified copy of this Resolution.

Adopted by the Council this 19th day of March, 2019.

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

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

STATE OF MINNESOTA     :  
  SS  
COUNTY OF COTTONWOOD:

I, Steve Nasby, City Administrator of the City Of Windom/Windom Municipal Electric Utility, hereby certify that the above and foregoing is a true, full and correct copy of a resolution adopted by the Windom City Council at a meeting held according to law at Windom, Minnesota, on the 19<sup>th</sup> day of March, 2019, as the same appears on file and of record in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City this 19<sup>th</sup> day of March, 2019.

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

## **WIRELINE CROSSING AGREEMENT**

Mile Post: 145.94, Worthington Subdivision  
Location: Windom, Cottonwood County, Minnesota

**THIS AGREEMENT ("Agreement")** is made and entered into as of March 05, 2019, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF WINDOM**, a Minnesota municipal corporation, to be addressed at 1105 1st Ave., Windom, Minnesota 56101 ("Licensee").

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

### **Article 1.     LICENSOR GRANTS RIGHT.**

A.     In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) Underground 13.8 kV distribution wireline crossing only, including any appurtenances required for the operation of said wireline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Windom, Cottonwood County, State of Minnesota ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated February 07, 2019, attached hereto as Exhibit A and made a part hereof.

B.     Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) Underground 13.8 kV distribution wireline crossing, and (ii) not be used for any other purpose, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C.     Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing Exhibit A. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

### **Article 2.     TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

### **Article 3.     LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

**Article 4. INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

**Article 5. DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

**Article 6. ATTORNEYS' FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

**Article 7. WAIVER OF BREACH.**

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

**Article 8. ASSIGNMENT.**

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

**Article 9. SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

**Article 10. NOTICES.**

Except Licensee's commencement of work notice(s) required under Exhibit B, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company  
Attn: Analyst - Real Estate Utilities (03140-37)  
1400 Douglas Street, MS 1690  
Omaha, Nebraska 68179

If to Licensee: CITY OF WINDOM  
1105 1st Ave.  
Windom, Minnesota, 56101

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

**CITY OF WINDOM**

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

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

Norma J. Reynolds  
*Mgr II Real Estate Contracts*

Name Printed: \_\_\_\_\_

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

PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

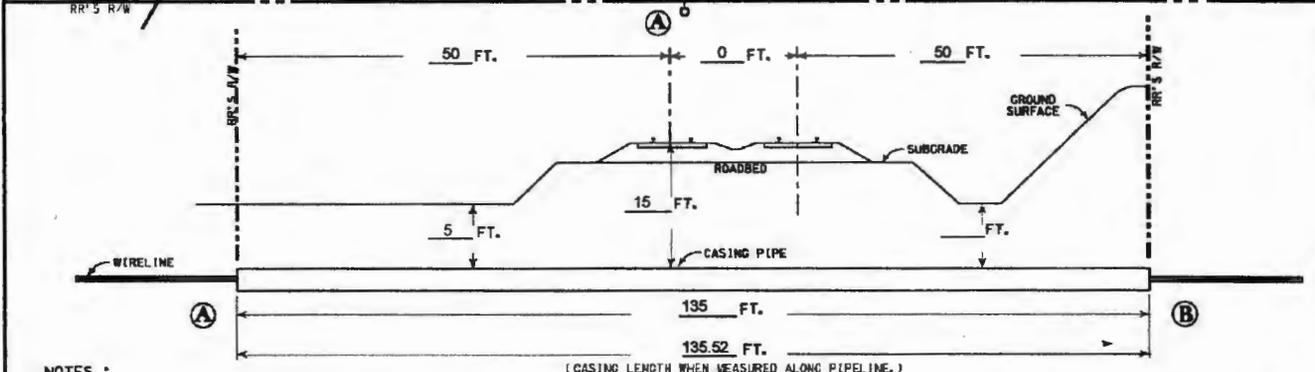
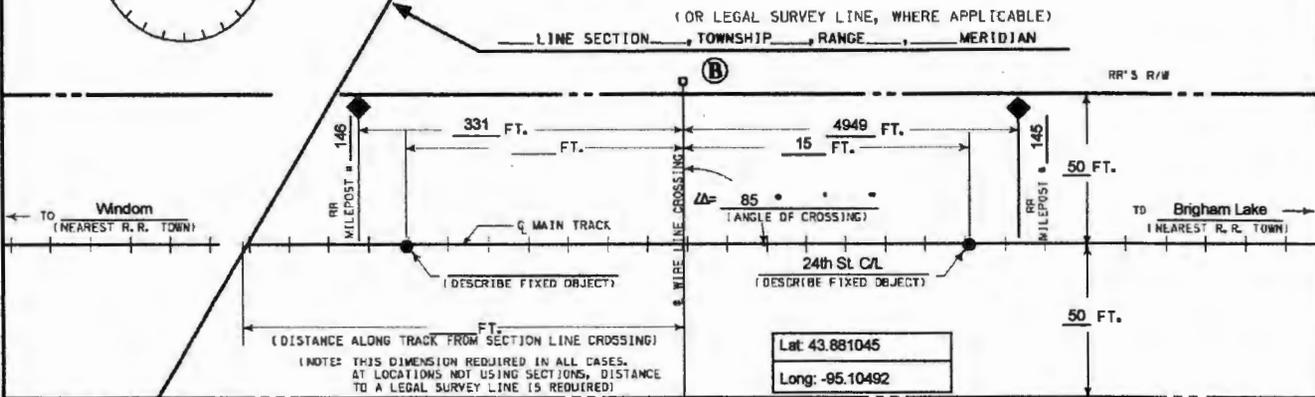


# UNDERGROUND WIRELINE CROSSING OVER 750 VOLTS

FORM DR-D4D4-G  
REV 10-28-2007  
www.uprr.com

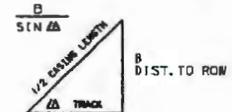
NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

NO SCALE



NOTES :

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°



- A) VOLTAGE TO BE CARRIED UNDER TRACK 13,800 volts
  - B) TYPE WIRELINE CROSSING: DISTRIBUTION LINE
  - C) MAXIMUM CURRENT 400
  - D) PHASE THREE PHASE NO. OF CIRCUITS 1
  - E) MAX. OPERATING CURRENT TO GROUND AT FEED END 400 AMPS.
  - F) MAX. OPERATING CURRENT TO GROUND AT LOAD END 400 AMPS.
  - G) WHAT TYPE OF FACILITY WILL LINE BE SERVING? PORK PROCESSING PLANT
  - H) IF SEPARATE CABLES ARE USED, WHAT IS THE AVG. DISTANCE BETWEEN CABLES? \_\_\_\_\_
  - I) IF A NEW POWER SUBSTATION IS TO BE BUILT OR REVISED WITHIN 1/2 MILE OF RR, WHAT IS: MAX OPERATING CURRENT TO GROUND? \_\_\_\_\_ AMPS; MAX RESISTANCE TO GROUND? \_\_\_\_\_ OHMS; MAX FAULT CURRENT TO GROUND? \_\_\_\_\_ AMPS.
  - J) CASING TYPE TO BE INSTALLED 6" HDPE
  - K) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S): (WET BORE NOT PERMITTED) DIRECTIONAL BORE
  - L) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 75 FT. (30' MIN.)
  - M) APPLICANT HAS CONTACTED 1-800-336-9193 U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE EXIST IN VICINITY OF WORK TO BE PERFORMED.
- TICKET NO. \_\_\_\_\_

**EXHIBIT "A"**  
(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

**UNION PACIFIC RAILROAD CO.**

Worthington Sub.  
(SUBDIVISION)

M. P. 145.94 E. S. 1302+38 ±

**UNDERGROUND WIRELINE CROSSING**

WINDOM COTTONWOOD MN  
(NEAREST RR STATION) (COUNTY) (STATE)

FOR CITY OF WINDOM (APPLICANT)

RR FILE NO. 0314037 DATE 2/7/2019

**WARNING**

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE : 1-800-336-9193

## **EXHIBIT B**

### **GENERAL TERMS AND CONDITIONS**

#### **Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

#### **Section 2. ENGINEERING REQUIREMENTS; PERMITS.**

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering - Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. Licensee shall not transmit electric current from Licensee's Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Railroad Property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Railroad Property must be identified with warning signs ("Warning Signs") at each edge of Railroad Property, to be installed and properly maintained at

Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

D. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

**Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.**

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

**Section 4. FLAGGING.**

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by

agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

#### **Section 5. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property found at the link below.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Facilities results in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

#### **Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

#### **Section 7. LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to

Licensors an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

**Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, (i) in the furtherance of Railroad's Use, or (ii) as is necessary to ensure safe and reliable maintenance and operation of the facilities of Licensor and/or its tenants because of interference from Licensee's Facilities.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Wireline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

**Section 9. RESTORATION OF RAILROAD PROPERTY.**

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

**Section 10. INDEMNITY.**

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Electrical interference or other types of interference created or caused by or escaping from Licensee's Facilities;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSEE SHALL NOT APPLY TO THE

EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

**Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.**

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online at [this link](#), for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located underground on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensor shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities.

For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

## EXHIBIT C

### INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

**A. Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

**B. Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

**C. Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

**D. Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a

substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

**E. Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

#### **Other Requirements**

**F.** All policy(ies) required above (except worker's compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensor's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

**G.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

**H.** Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

**I.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

**J.** The fact that insurance is obtained by Licensee or by Licensor on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

## ACTION ITEM



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

**TO:** City Council  
**FROM:** John Nelson, Manager, River Bend Liquor  
**DATE:** March 13, 2019  
**RE:** Liquor Store Part-Time Clerk Hiring  
**DEPT:** Liquor Store  
**CONTACT:** John Nelson      [John.Nelson@windommn.com](mailto:John.Nelson@windommn.com)

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

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I recommend that the City Council approve the hiring of Tera Crowell as a Non-Union Part-Time Liquor Store Clerk at a starting wage of \$9.86/hr.

### **Issue Summary/Background**

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Cheryl Erickson is resigning from River Bend Liquor as she will be moving out of town. This resignation will leave a part-time clerk vacancy at River Bend Liquor. Last month Jenny Quade, Windom City Council/Liquor Commission and myself completed interviews for a previous vacancy. With those interviews completed, we are recommending the hiring of Tera Crowell for this position.

### **Fiscal Impact**

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The fiscal impact for the hiring will be \$0 due to the position already being established and budgeted for.

### **Attachments**

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None

# ACTION ITEM



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

**TO:** City Council  
**FROM:** Denise Nichols  
**DATE:** March 13, 2019  
**RE:** City Wide Cleanup Event  
**DEPT:** Administration  
**CONTACT:** Denise Nichols 832-8652

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## Recommendations/Options/Action Requested

Staff requests that the City Council determine at the **April 2<sup>nd</sup> City Council Meeting** if they will offer reduced rates for recycling TV's or mattresses. If reduced rates are offered, staff recommends limiting the number of reduced rate tags each household can purchase.

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## Issue Summary/Background

Hometown Sanitation will conduct the cleanup event for the entire city on Saturday, May 18th.

As in years past, the Cottonwood County Commissioners have approved offering half-price tipping fees for the cleanup event.

The County will charge a fee of \$11/per mattress or box spring that is recycled. The County will provide curbside mattress and box spring pickup on May 16<sup>th</sup> & 17<sup>th</sup> for an additional \$2/per piece for a total cost of \$13.00 per mattress or box spring. If a mattress or box spring is not recycled and is picked up by Hometown on May 18th, there will be a charge of \$25 per piece. Hometown was instructed not to pick up any mattresses or box springs.

Last year residents were required to purchase a \$5.00 tag for County mattress or box spring recycling pickup and the City provided a subsidy of \$8.00 per mattress or box spring.

Mattresses picked up	2017 - 130
	2018 - 167

Last year the Council also approved a reduced rate for TV's of \$10.00 per TV. The cost that the City was charged to recycle each TV was \$25.00.

TV's picked up	2017 - 87
	2018 - 262

A new local recycler, Green Earth Recycling, will provide recycling services for the cleanup. Pickup will be done each day as the tags are sold and items with tags are placed on the curb. Their rates are as follows for curbside recycling of electronics and appliances:

\$15.00 - all appliances

\$25.00 - TVs and monitors CRT (tube) and Flat Screens

\$10.00 - All Electronics (not falling under the Category of TVs) - Example: Printers, VCRs, Blue Ray Players, Lap Tops, Computer Towers, Cell Phones, Stereos, DVD Players, etc. (no charge for cables or cords)

## Fiscal Impact

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The City collects a monthly fee of \$1.00 per household for the cleanup event and recycling tag fees cover costs for recycling unless the Council offers reduced recycling rates/subsidies. The costs for this program have been covered by the monthly fee. However if there is an on-going subsidy for mattress and TV collection, there may be additional costs to the General Fund.

## Attachments

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City Wide Cleanup Report.

## CITY OF WINDOM CITY WIDE CLEAN-UP

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Citizen/KDOM	\$403.20	\$491.40	\$540.00	\$1,992.60	\$2,581.00	\$2,380.05	\$2,013.95	\$1,663.20	\$1,635.13	\$1,960.86	\$2,302.24	\$2,209.25	\$1,786.80	\$1,820.00	\$2,399.58
Sanitation Vendor	\$4,020.00	\$5,130.00	\$1,417.29	\$8,109.64	\$12,097.00	\$12,662.85	\$11,153.64	\$11,776.85	\$6,315.93	\$7,629.82	\$6,989.96	\$8,409.28	\$8,564.69	\$11,142.92	\$16,235.65
Cottonwood County Landfill (Mattress fee \$11+\$2 pickup fee)	\$5,504.51	\$2,965.31	\$2,576.58	\$3,785.70	\$4,667.00	\$5,008.44	\$4,286.70	\$4,490.94	\$4,444.62	\$3,761.52	\$3,086.53	\$3,682.60 \$2,167.00	\$3,704.17 \$4,037.00	\$2,958.05 \$1,690.00	\$4,163.52 \$2,171.00
<b>Total Cost</b>	<b>\$9,927.71</b>	<b>\$8,606.71</b>	<b>\$4,533.85</b>	<b>\$13,887.94</b>	<b>\$19,345.00</b>	<b>\$20,051.34</b>	<b>\$17,454.29</b>	<b>\$18,130.99</b>	<b>\$12,395.68</b>	<b>\$13,352.20</b>	<b>\$12,378.73</b>	<b>\$16,468.13</b>	<b>\$18,072.66</b>	<b>\$17,810.97</b>	<b>\$24,969.75</b>
Spring Clean-up fees collected						\$23,324.12	\$25,444.23	\$25,382.39	\$27,264.72	\$25,415.00	\$25,415.00	\$25,516.40	\$25,237.00	\$25,761.20	\$24,137.00
Tons	100.31	87.38	95.31	90.76	110.08	118.23	101.76	107.12	104.81	66	80.62	96.99	99.94	78.1	109.93
Landfill Cost per Ton	\$50.00	\$34.17	\$27.04	\$41.71	\$42.40	\$42.36	\$42.13	\$41.92	\$42.41	\$42.74	\$38.28	\$37.97	\$37.06	\$37.88	\$37.87
Total Cost per Ton	\$98.97	\$96.50	\$47.57	\$153.02	\$175.74	\$169.60	\$171.52	\$169.26	\$118.27	\$151.73	\$153.54	\$147.45	\$140.44	\$203.85	\$207.39
Cost per Household	\$5.11	\$4.42	\$2.33	\$7.09	\$9.87	\$10.23	\$8.25	\$8.56	\$5.64	\$6.33	\$5.87	\$7.82	\$8.63	\$8.43	\$11.96
Number of Households	1944	1948	1953	1958	1959	1961	* 2116	* 2119	* 2123	* 2110	* 2109	*2105	*2094	*2088	*2087

\* Based on December monthly billing

### Recycling Costs

Recycling fees - TV/Electronics/Appliances (Mattress fee \$11+\$2 pickup fee)														\$3,215.00	\$8,080.00
Less Tag Fees Collected TV/Electronics/Appliances Mattress														\$3,215.00	\$5,410.00
Subsidy for mattress & TV recycling														\$665.00	\$635.00
														\$1,645.00	\$4,796.00