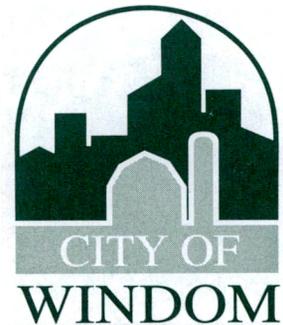


Council Meeting
Tuesday, May 21, 2019
City Council Chambers
6:30 p.m.
AGENDA



Call to Order

Pledge of Allegiance

1. Consent Agenda

- Minutes

- Council Minutes –April 30 & May 7 & 13, 2019
- HRA – April 17, 2019
- Telecom Commission – April 29, 2019
- EDA – May 13, 2019
- Library Board – May 14, 2019

- Amplification Permits

- RiverFest

- June 6, 2019 Kastle Kingdom –King & Queen of Kastle Kingdom
- June 7, 2019 Windom Area High School –Cookout/Fireworks
- June 8, 2019 Courthouse Square – Entertainment & Parade
- June 8 & 9, 2019 Windom Arena – Lions Club Concert
- June 9, 2019 Tegels Park – Car Show

- Phat Pheasant Pub

- June 7, 2019 Outdoor Dance
- June 8, 2019 Outdoor Dance
- August 24, 2019 Outdoor Dance

- Regular Bills

2. 2019 Emergency Medical Services Week Proclamation – May 19-25, 2019

3. Department Heads

4. Multi-Family Requests for Proposals

- Developer Presentations
- Selection of Preferred Developer

5. Ordinance Readings

- Second Reading Ordinance No. 178, 2nd Series – Amendments To The Windom City Charter
- Second Reading of Ordinance No 179, 2nd Series – Sale of City Property

6. Resolution Accepting Donation –Fire Department – Poet Biorefining

7. Letter of Engagement –Van Iwaarden – City of Windom & Fire Relief Association

8. Street/Park & Recreation Departments

- RiverFest Street Closure Requests
- Tennis/Pickleball Court Location Recommendation



9. Telecom Commission Recommendation – CATV Rate Increase Resolution
10. Community Center – Outdoor Entertainment Area – Additional Funding Request
11. Residential Tax Abatement – Resolution Calling for a Public Hearing – 3055 Matthew Drive
12. Minnesota Energy License Agreement
13. New Business
 - 2020 State Bonding Requests/Priorities
14. Old Business
15. Council Comments
16. Adjourn

**Special Council Meeting
City Hall, Council Chamber
April 30, 2019
6:00 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Dominic Jones at 6:10 p.m.

2. Roll Call:

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

Council Absent: None

City Staff Present: Steve Nasby, City Administrator

3. City Facilities Tour

City Council loaded onto a small bus for the tour of City facilities.

Street Department – Brian Cooley, Streets & Parks Superintendent showed the City Council the street shop and the equipment used by the department. He noted the need to replace a garage door and to plan for equipment replacement.

Wastewater Treatment Plant – Mike Haugen, Water\Wastewater Superintendent, discussed the new construction of the plant upgrades currently underway.

Water Plant - Mike Haugen, Water\Wastewater Superintendent, showed the City Council the lab testing equipment, sand filter model and took them through a tour of the pumps, filters and clear well. He noted that the sand filters were just re-done a year ago.

Liquor Store – John Nelson, Liquor Store Manager, discussed the layout of the store, limitations of the display areas and the storage area.

Electric – Powerhouse – Jason Sykora, Electric Superintendent – provided the Council with a tour of the powerhouse particularly the generation equipment and the new substation.

Arena – Tim Hogan, Interim Recreation Director, discussed the remodeling in the hallway, showed the Council the new ice making system equipment and walked through the new concrete rink and locker rooms.

Police Department – Scott Peterson, Police Chief, showed the City Council the office space the Windom PD has in the lower level of the Law Enforcement Center. He noted that this move to have everyone together and in their own space has been successful.

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Library – Dawn Aamot, Library Director, noted the new flooring and windows in the main library. She showed the Council the remodeled display area and discussed plans for improvements in the restroom and Children’s library section of the building.

Telecom – Jeff Dahna, Windomnet General Manager, provided a tour of the Network Operations Center and reviewed the functions of the telecom equipment providing video, voice and data. He showed them the lack of office space\work space for techs.

4. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 9:56 p.m.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

**Regular Council Meeting
City Hall, Council Chamber
May 7, 2019
6:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Dominic Jones.

2. Roll Call:

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

Council Absent: None

City Staff Present: Steve Nasby, City Administrator; Ron Schramel, City Attorney; Jason Sykora, Electric Superintendent; Brian Cooley, Street Superintendent; John Nelson, Liquor Store Manager; Tim Hogan, Acting Arena/Park & Recreation Director; Drew Hage, Development Director; Mike Haugen, Water/Wastewater Superintendent; Scott Peterson, Police Chief; Adam Watkins, Police Officer; Jeff Dahna, Windomnet Manager; Andrew Spielman, Building & Zoning Official; Ben Derickson, Fire Chief; and Firefighters

3. Pledge of Allegiance

4. Amendments to the Agenda:

Grunig requested an addition to Agenda Item 6, Housing, to add a Conflict of Interest bullet point. Nelson will also comment on this addition. Council also added signage/parking under New Business.

**Motion by Grunig second by Ray to revise the agenda by adding the items requested.
Motion carried 5 – 0.**

5. Consent Agenda:

- Minutes
 - Council Minutes – April 16, 2019
 - HRA – March 13, 2019
 - Community Center Commission – April 15, 2019
 - Tree Commission – April 17, 2019
 - EDA – April 22, 2019
 - Library Board – April 23, 2019
 - Park & Recreation – April 24, 2019
 - Utility Commission – April 24, 2019
- Amplification – June 8, 2019 Island Park – Vickie Schendel Memorial Fun Run

Preliminary

- Temporary Liquor License – Windom Lions Club - Riverfest
- Regular Bills

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

6. Department Heads:

Brian Cooley, Streets & Parks Superintendent, informed the Council that his department has installed stop signs with flags on First Avenue intersections. Additionally, speed limit signs have been set up between 9th And 10th Street. These actions were done to slow the additional traffic that has been caused by the Highway 60 construction. The changes are anticipated to be temporary during Highway 60 construction. Fourth Avenue traffic has also increased use due to the school construction and highway construction with trucks hauling material. Fourth Avenue will be monitored to determine if additional traffic control is needed. Council concurred with the temporary changes on First Avenue.

Byam inquired about the potholes throughout town. Cooley replied that large holes are getting filled and with the hotmix plants opening this week, more holes are able to be filled more efficiently with the hotmix than placing coldmix and then having to double back and re-do them.

John Nelson, Liquor Store Manager, stated that he is arranging an alcohol beverage server training at the Community Center to include Liquor Store staff and Community Center bartenders. The training is also being offered to local businesses. The training allows for an insurance discount to be applied to premiums.

7. Proclamations:

Council Member Ray introduced the Resolution No. 2019-24, entitled “A RESOLUTION EXPRESSING SINCERE APPRECIATION FOR HONORABLE AND DEVOTED PUBLIC SERVICE AS A VOLUNTEER FIREMAN FOR THE CITY OF WINDOM, MINNESOTA”, 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.

Jones extended his sincere appreciation to Buckwheat Johnson for his 40 years of service on the Windom Fire Department.

Johnson stated it was an honor and privilege to serve on the department.

Ben Derickson, Fire Chief, voiced his gratitude to Johnson for his many years serving on the Fire Department. He is thankful for all the documentation, pictures, and videos that Johnson has contributed.

Council Member Ray introduced the Resolution No. 2019-25, entitled “2019 NATIONAL HOSPITAL WEEK PROCLAMATION” to include the week of May 12th through May 18th, 2019, and moved its adoption. The resolution was seconded by Quade and on roll call vote: Yes: Ray, Nelson, Quade, Byam and Grunig. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

Shelby Medina, Windom Area Health CEO, accepted the proclamation certificate on behalf of the Windom Area Health.

Council Member Grunig introduced the Resolution No. 2019-26, entitled “2019 DRINKING WATER WEEK PROCLAMATION” to include the week of May 5th through May 11th, 2019, and moved its adoption. The resolution was seconded by Quade and on roll call vote: Yes: Nelson, Quade, Byam, Grunig and Ray. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

Mike Haugen, Water/Wastewater Superintendent, thanked his staff for their hard work to help maintain the safe drinking water requirements for the City of Windom.

8. Hospital Budget:

Kim Armstrong, Windom Area Health CFO, and Medina presented their 2020 fiscal budget. Highlights from her presentation are as follows:

- 1.5% increase in patient charges that started May 1st.
- Patient revenue in 2018 was \$18,204,215; the 2019 projected income is \$20,400,240
- Orthopedic surgeries are going well. The hospital has 40 scheduled in 2019, and 65 projected in 2020
- Employee salaries have increased due to new hires and new service lines such registered dieticians, a respiratory therapist, outreach nurse and with specialty nurses with office time
- Pharmaceuticals costs are increasing due to cost and services
- Contracted services such as acute care ER resources
- Bad debt revenue recapture from the state
- Depreciation/replacement of medical equipment
- \$10,000 annual payment to the ESF Building
- Contract with the Windom Area Schools for 5 years contributing to their CTE program
- Net income for 2020 is a projected 3% profit

Grunig asked what amount the hospital has in reserves. Armstrong will have to get that specific number.

Medina commented on the employee salaries. They have had an increase in cost, but can offer more services as well. As some ambulance transfers may need nursing staff, and they are working on incentives to help cover the staffing need for the transfers. The hospital also needs to back-fill some positions as there are projected retirements and transition time is needed.

Armstrong extended appreciation to the hospital staff for all their work. She personally had a recent patient experience herself, and was treated wonderfully. Armstrong also noted the new rehab space is open and they are hosting an open house this week.

9. Planning & Zoning – CUP/PUD – Change of Use – 1955 First Avenue:

Andrew Spielman, Building & Zoning Official, said Council approval for a Conditional Use Permit (CUP) is needed to allow a planned unit development (PUD) on the property located at 1955 First Avenue. The applicant would like to convert the hotel into single-story one bedroom apartments and convert the office building into a group home. As multi-family housing is not

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permitted in a business district, a PUD is allowed as a conditional use. The general concept plan is being presented to Council for approval by Planning and Zoning after a public hearing was held on April 9th. The development stage plan and/or final stage plan is due within 60 days from tonight and when approved, the applicant has one year to complete the conversion. Spielman stated an adjoining property owner has requested a fence be placed on the South side of the PUD.

Ron Schramel, City Attorney, stated that a City cannot deny a Conditional Use Permit unless the proposed use would injure the surrounding neighborhood or is harmful to the public health or safety. A denial has to have specific facts supporting such an action.

Council discussed the PUD plans. The Building Official is responsible to review the plans so they meet the appropriate building codes and zoning requirements. The attached garages will be converted to kitchens and HVAC storage for the proposed apartments. Council can require a fence to be built as long as it is deemed reasonable which may include a vegetative screening (live fence). The developer is interested in marketing the property with flexible lease agreements and offer ground level, pet-friendly environment.

Motion by Grunig second by Nelson to approve the Conditional Use Permit at 1955 First Avenue. Motion carried 5 – 0.

Motion by Grunig second by Nelson to approve the Planned Unit Development general concept plan for 1955 First Avenue with adding a condition of adding a vegetative screening requirement on the South property line. Motion carried 5 – 0.

10. Housing:

Housing Needs Input from Major Employers:

Jones spoke of the stressful process the Council has endured to promote and add housing in Windom. He reiterated that the City's goal is to reach a population of over 5,000+ residents. Private investors are interested in Windom and are willing to develop housing. Council has an opportunity to develop the Overflow Lot and possibly the Cemstone property. Jones stated this is a chance to grow the community by spending \$0 or minimal monies from the General Fund for housing. There have been four public meetings for citizens to give their input on housing needs and proposed locations. He acknowledged that the City will lose the Overflow lot for public uses but allowing development will help address the City's housing shortage.

Drew Hage, Development Director, told Council that at the previous Council meeting they were able to hear from the interested developers and tonight they will hear from the large employers.

Linda Sandberg, Human Resources for Prime Pork, introduced herself to the Council. She said that their owner, Glen Taylor, is very committed to Southwest Minnesota. He would like to grow his business and support the people of this area. Prime Pork currently has 30 open positions of various skills to be filled. Sandberg stated that prospects have had to turn down their job offers as they have been unable to find housing in Windom. Prime Pork has recently received specialized product requests and also has started an internship program, both of which require more staff to be hired than the 30 vacancies currently open. The proposed housing conversion of Guardian Inn will help her assist workers in finding shorter-lease housing for potential employees.

Medina spoke on behalf of Windom Area Health. She stated that she can relate to the struggle to find housing. Medina moved to this area three years ago and currently commutes from Mountain Lake to work here. She recently hired two technicians from out of state and neither one could find rental or transitional housing in Windom. The hospital also plans to hire more professionals which will need to live close to the facility, so housing is a big need.

Wayne Wormstadt, Superintendent of Windom Area Schools, has been in Windom 11 years and while moving here, he had limited housing options at that time. He is not suggesting any locations, which is up to the City Council, but the school workforce living in Windom has declined in percentage. Lack of housing being a factor, the school has to hire those who may not live in Windom. Wormstadt believes in living in the community that he is serving as an educator. New hires are encouraged to take whatever housing is available and to not wait to "shop" for a better rental opportunity. The City needs to consider what will happen in 10-20 years with the growth of large businesses in Windom.

Hage read a letter from Kelly Pierson, Operations Manager for TORO. The letter stressed her difficulty in finding market rate housing in Windom after hiring a relocation company to assist her. Pierson currently lives in Jackson as the building specifications met her living needs.

Byam inquired about Jackson's apartments and if they are struggling to fill them. Hage replied that the market rate apartments have a low vacancy rate, while the low income apartments are harder to fill in their community. Nasby concurred that is the information he has as well.

Conflict of Interest:

Grunig stated the City Attorney clarified that a vote tonight would not present any conflict of interest for Councilmember Nelson as he has resigned his part-time position at the Community Center effective May 1st. Grunig had previously questioned his employment with the City being a conflict of interest, but as Nelson was hired for only a part-time position, as such he was not prohibited for running as a Council representative. Nelson has abstained on previous votes pertaining to the redevelopment near the Community Center due to a conflict of interest. As his resignation was granted, Nelson now has a right to vote on this development issue with a potential to be casting the tie breaking vote. Grunig does not feel that this new found right to vote is appropriate on this issue. The League of Minnesota Cities memo states that not all conflicts fall within neat guidelines. Behavior may not be clearly prohibited, but may not be appropriate. Grunig believes an ethical conflict of interest is still an issue and voting on a \$5 million apartment complex build which could potentially lead to a \$13 million redevelopment of the Cemstone property. As a quorum will still be present and an appearance of impropriety, Grunig believes that abstention by Councilmember Nelson is worth considering per the LMC memo.

Nelson responded stating that he has taken the same oath of service as the other Councilmembers to represent those who elected him. He stated that there have been many discussions and surveys on how to reach the City's goal of a population of 5,000. A 46-unit apartment complex appears to be an answer to this goal; however, Nelson does not agree with where it should be built. With the apartment building being built according to fire and occupancy codes, the City will still be short of their population goal. Nelson has not heard one voice approving of this location being used. When Nelson was hired for the part-time position, he voiced that he was against this location. He was advised to abstain as Nasby had talked to Schramel on the legalities of his position at the

Community Center created a conflict of interest. He does not feel abstaining at this time is proper going forward as he no longer works at the Community Center. Nelson was told by a citizen that she is losing faith in her City Council as they “don’t listen to the people” and that bothers him.

Call for Public hearing – TIF District:

Hage recommended that City Council adopt a Resolution calling for a public hearing to be held on the Modification of Development District #1 and the Establishment of Tax Increment Financing District No 1-22. He said the intent of the project is to redevelop a longtime industrial site into a new housing development. Establishing this TIF District will allow the EDA to utilize tax revenue within the TIF District to reimburse the EDA/City for eligible redevelopment activities.

Council Member Grunig introduced the Resolution No. 2019-27, entitled “RESOLUTION CALLING FOR A PUBLIC HEARING BY THE CITY OF WINDOM ON THE PROPOSED MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1, AND THE PROPOSED ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 1-22 (“CEMSTONE DISTRICT”) THEREIN, AND THE PROPOSED ADOPTION OF THE TAX INCREMENT FINANCING PLAN THEREFOR” and moved its adoption. The resolution was seconded by Quade and on roll call vote: Yes: Byam, Grunig, Nelson, Quade and Ray. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

First Reading of Ordinance No 179, 2nd Series – Sale of City Property:

Motion by Byam second by Grunig to approve the First Reading of Ordinance No. 179, 2nd Series regarding disposition of City-owned Property identified as the Overflow Lot, South of the Community Center, Parcel ID #25-839-0015. Motion Carried. 3 Ayes - Grunig, Quade and Byam; 2 Nays - Nelson and Ray; Abstain - 0.

Byam commented on the difficulty of his voting decision. He knows people are not in favor of the project, even in his own family, but he is looking at the future of Windom and what is best for the next 20-40 years.

Grunig stated citizens want lower taxes and the streets repaired. He believes that growing our community is the solution by increasing the tax base for the City and this project will do that.

Developer Request for Proposals:

Nasby reviewed that the sale of the Overflow Lot is by Ordinance as required by the City Charter. As this is a public piece of property, Council had directed staff how to process the disposition of this property with a Request for Proposals. The Proposal Request document is outlined in the City Council packet. Council would review each Proposal at a future meeting to select a developer if this process moves forward.

Byam would like to see a Market Rate requirement of at least 20-25 years for this development and any proceeds of the sale of the land go to the pool or item in the Capital Improvement Fund.

Jones recommended adding a 20 year market-rate requirement to the RFP as advertising has not been done. Schramel stated that could be added at Council’s discretion but state law limits the covenants to a maximum of 30 years.

Motion by Quade second by Byam to approve publishing the Developer Request for Proposals with modifying the Market Rate requirement to 20 years. Motion Carried. 3 Ayes - Grunig, Quade and Byam; 2 Nays - Nelson and Ray; Abstain - 0.

Hage clarified that the public hearing on the TIF District is not scheduled until June 18th allowing for the County and School to be notified on the proposed district.

11. Community Center – Outside Entertainment Area – Additional Funding:

Nasby said that the Community Center has donated monies from Wally Rohlfen in an Edward Jones account for completion of their outside entertainment area. The Community Center Commission is recommending the City Council approve forward funding the \$10,125 out of the Equipment Replacement budget. These funds would be replaced when the account at Edward Jones is liquidated.

The completion of the area would include adding fencing, outside tables/chairs, and a portable sound system.

Motion by Ray second by Byam to approve the Funding for the Outside Entertainment Area at the Community Center. Motion carried 5 – 0.

12. Water/Wastewater Departments:

First Amendment to Significant Industrial User Wastewater Treatment Agreement:

Mike Haugen, Water\Wastewater Superintendent, explained the interest rate for the Minnesota Public Facilities Authority Loan has decreased from 1.326% to 1.000%. As such, this reduces Prime Pork's amount that they owe the City for their portion of the PFA Loan. The Utility Commission recommends approving the First Amendment to the SIU Agreement with Prime Pork.

Motion by Ray second by Nelson to approve the First Amendment to the Significant User Wastewater Treatment Agreement with Prime Pork. Motion carried 5 – 0.

Annual Consumer Confidence Report:

Haugen briefed the Council on the Consumer Confidence Report that is mandated by the Minnesota Department of Health. The report details the components of Windom's drinking water and ensures its compliance to standards. The report can be viewed in full on the City's website, at the City Hall office, or the Minnesota Department of Health's website. Haugen mentioned that retesting will be done this summer on lead and copper levels, which is common. Many household have copper fixtures which show up on the sampling. The City of Windom has no lead or copper piping servicing the customers. The nitrate levels tested below the necessary threshold.

13. Airport:

Resolution Authorizing Grant Contract for Airport Maintenance:

Nasby stated the Minnesota Department of Transportation offers monies annually to improve the maintenance and operation of the Windom Municipal Airport. This Resolution allows the City of Windom to accept this Grant.

Council Member Byam introduced the Resolution No. 2019-28, entitled “RESOLUTION AUTHORIZING EXECUTION OF MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT CONTRACT FOR AIRPORT MAINTENANCE AND OPERATION” and moved its adoption. The resolution was seconded by Ray and on roll call vote: Yes: Quade, Byam, Grunig, Ray, and Nelson. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

Authorization to Issue Notice to Proceed – 2019 Hangar Construction Project:

Nasby said the 2019 Hangar Construction Project was bid earlier this year and has been accepted. This authorization request is to proceed with the project now in anticipation of the State Funds being dispersed after July 1st, 2019. Council has already awarded this project to the contractor.

Motion by Byam second by Ray to authorize the Notice to Proceed contingent upon City Attorney approval of the Contract. Motion carried 5 – 0.

14. Ordinance Readings:

Motion by Ray second by Byam to approve the First Reading Ordinance No. 178, 2nd Series – Amendments to the Windom City Charter. Motion carried 5 – 0.

Motion by Grunig second by Quade to approve the Second Reading Ordinance No. 177, 2nd Series – Nuisance Ordinance Additions. Motion carried 5 – 0.

15. Resolution Approving Lease Purchase Agreement:

Nasby explained the Police Department is going through a vendor to lease vehicles. The lessor is requesting the Council formally approve a Resolution approving such a lease purchase. Funding has already been approved in the City’s 2019 Budget.

Council Member Byam introduced the Resolution No. 2019-29, entitled “A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT AND RELATED DOCUMENTS AND CERTIFICATES” and moved its adoption. The resolution was seconded by Ray and on roll call vote: Yes: Grunig, Byam, Quade, Ray, and Nelson. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

16. Resolution Requesting Dedicated Street Funding – LMC:

Nasby pointed out that there was a modification needed on the League of Minnesota Cities dedicated street funding resolution. “A comprehensive and balanced transportation funding package that increases funding” has replaced the previous wording of “permanent and dedicated source of funding.”

Council discussed editing the Resolution to state “an initiative that includes communities under 5,000 population.”

Council Member Grunig introduced the Resolution No. 2019-30, entitled “A RESOLUTION REQUESTING COMPREHENSIVE ROAD AND TRANSIT FUNDING” with the additional amendments discussed. The resolution was seconded by Nelson and on roll call vote: Yes: Nelson, Ray, Grunig, Byam and Quade. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

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Byam encouraged the Council to write their legislative representatives requesting transportation funding.

17. Personnel - Hiring:

Jason Sykora, Electric Superintendent, recommended hiring Jeff Gilbertson as a Seasonal Temporary Lineworker at the IBEW Union Lineman Grade, Step 1 - \$25.52/hr. Gilbertson has retired from the department earlier this year. The recommendation has been approved by the Utility Commission.

Motion by Ray second by Byam to hire Jeff Gilbertson as a Seasonal Temporary Lineworker at the IBEW Union Lineman Grade, Step 1 (\$25.52/hr). Motion carried 5 – 0.

Scott Peterson, Police Chief, introduced Adam Watkins to the Council. Officer Watkins is a recent graduate of Minnesota West and is originally from Mountain Lake. The Police Department is recommending he be hired as the part-time officer position and he would start at the LELS Union 1st year wage rate.

Motion by Ray second by Quade to hire Adam Watkins as a part-time Police Officer at the LELS Union 1st year wage. Motion carried 5 – 0.

Tim Hogan, Acting Arena/Park & Recreation Director, presented the Council with a listing of re-hires for the City Pool and Summer Park/Rec programs.

Motion by Ray second by Grunig to hire the seasonal part-time pool and recreation employees as presented. Motion carried 5 – 0.

18. Contractor Payment - Gridor Construction, Inc. - WWTF Improvement Project #6 - \$1,141,555.00:

Haugen stated the WWTF project has recently seen pavement placement, manhole updates, excavation, and on-site material purchases. The Utility Commission has recommended payment.

Motion by Grunig second by Ray to approve pay request #6 to Gridor Construction, Inc. for \$1,141,555.00. Motion carried 5 - 0.

19. New Business:

Nasby stated that MNDOT has requested a temporary sign and mailbox be placed at Lohman's park during the Highway 60 construction project. The signage has mandatory wage rates that must be posted on site.

Motion by Byam second by Ray to approve the temporary placement of the MNDOT sign at Lohman's Park. Motion carried 5 - 0.

Nasby handed out a map regarding the City Parking lot located by the Evangelical Free Church and stated that the County DAC would like to use this space for their buses while their lot is being resurfaced.

Council concurred with the use by the DAC and asked them to coordinate with the Church.

20. Old Business:

Nasby said the first phase of the MNDOT mill and overlay is in progress. At present, 6th Street to 12th Street is the section that is being worked on. There are only two lanes of traffic with many Highway crossings closed. Intersections are being cut back further to make ADA compliance updates. Completion of the project is projected to be late August, based on weather conditions, but could be as late as October.

Peterson stated that MNDOT is assisting with some police enforcement labor funding that may be incurred due to the project.

21. Council Comments:

Ray stressed that citizens use caution with school releasing and the TORO shift change due to the construction project. Additional vehicles are taking side streets and should look for kids crossing. She added that Spring Cleanup is May 18th and get your stuff out for pickup.

Quade noticed larger sized traffic taking the 4th Avenue and emphasized everyone use caution. She also encouraged residents to use alternative routes to cross the Highway as regular crossings are either closed or extremely busy. Quade would like parents to preplan safe routes to the Recreation Area for the summer ball programs.

Byam would like all citizens to be careful during this busy highway construction.

22. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 9:03 p.m.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

Special Council Meeting
Board of Review
City Hall, Council Chambers
May 13, 2019
4:30 p.m.

1. Call to Order:

The meeting was called to order by Mayor Dominic Jones at 4:30 p.m.

2. Roll Call:

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

Council Absent: None

City Staff Present: Steve Nasby, City Administrator

3. Board of Review:

Jones said that the County Assessor was present to discuss tax valuations and City Council would hear from property owners. He noted there is a sign-up sheet that needs to be signed to preserve the property owner's rights to appeal their valuations.

Gale Bondus, County Assessor, discussed the valuations are based on sales from October 1, 2017 through September 30, 2018. Bondus indicated sales data from open market transactions is used to set values for assessments. There were 77 residential sales during this time frame and the median sales ratio was a 7.2% increase over market value price.

Bare land sales ratio was 54%, so she doubled values of bare land for residential use. If a property has a steep slope, assessments were adjusted to discount that valuation.

Byam questioned flooding and buildable/unbuildable lots. Bondus replied property dimensions must meet building code to be considered a buildable lot. Flooding due to rain has no consideration in the valuation.

Commercial values increased 5.6% and the overall City values increased 6.02%. Overall, there was nearly \$2 million in new construction.

Jones opened the public comment portion of the meeting and asked each speaker to give their name, address and parcel number for the record.

Jerry Torkelson – 770 Winnie Ave - #25-624-0030

Torkelson questioned the valuation of his buildable lot on Plum Bay Subdivision. He stated that water stands on this parcel and does not drain for 2-3 weeks. The valuation has

increased from \$15,000 in 2018 to \$28,900 in 2019. The street elevation was increased 1.5 feet. Torkelson is concerned that other lots drain into his parcel, but it has been that way since he has owned it back to 2002.

Bondus stated that lot valuations are not adjusted due to drainage issues. This lot is 125' x 134' and is buildable by City code. Karla Ambrose, the County's Residential Appraiser, has recently visited the premise. Values have not been adjusted for 7-8 years and sales have shown values are too low.

Torkelson replied if his valuation has increased, the surrounding lots should be changed too.

JoAnn Sandbo – 2820 Country Club Dr - #25-022-4600

Sandbo stated her increase was \$26,500 from last year to this year.

Bondus stated the previous owner remodeled and the increase is also due to the purchase price of the property being higher than Market Value.

Beth Scrivens – 1112 Redding Ave - #25-830-0501

Scrivens noted a 70% increase in the valuation of 1112 Redding Avenue. She has done minor improvements and replaced the siding on the residence. The garage needs some updating.

David Grub, Assessor in Training for Cottonwood County, replied the purchase price was \$22,000 in 2017 before the \$5,000 improvements were completed. The increase in local market sales and improvements validate the increase in value. There was a functional deduction for the garage condition applied along with the building's age.

Darwin McNeal – 1840 Red Leaf Ct - #25-522-0130

McNeal inquired about his property value increase at 1840 Red Leaf Ct. He had recently purchased the property in August of 2018 for \$146,500.

Ambrose responded that his increase was due to land value changes and not property value.

Steve Benson – 2074 Brian Ave - #25-357-0250

No comment. Just attended to observe the process.

4. Recommended Adjustments from County Assessor's Office:

Bondus recommended the following adjustments:

- Parcel #25-791-0600 – Greg Hanefeld
2018 Market Value \$5,500 increased to \$12,700 in 2019. This parcel was sold for \$8,500. Recommends adjustment to the sale price.
- Parcel #25-753-0010 – Dave & Millie Blacksted (Cottonwood Lake Parcel)
2018 Market Value \$11,600 increased to \$26,700 in 2019. Parcel is not large enough to build a house on. Recommends adjustment to the 2018 Market Value of \$11,600.
- Parcel #25-753-0030 – Dave & Millie Blacksted (Cottonwood Lake Parcel)

2018 Market Value \$900 increased to \$1,500 in 2019. Parcel is not large enough to build a house on. Recommends adjustment to the 2018 Market Value of \$900.

- Parcel #25-791-0781 – JoAnn Kaiser lot
2018 Market Value \$200 increased to \$3,500 in 2019. Parcel is not large enough to build a house on. Recommends adjustment to the 2018 Market Value of \$200.
- Parcel #25-792-0120 – Robert & Rosalee Crowley
2018 Market Value \$5,500 increased to \$14,000 in 2019. Recommends adjustment Market Value of \$9,600.
- Parcel #25-024-1202 – Doug & Heidi Bergendahl (Cottonwood Lake Parcel)
2018 Market Value \$1,000 increased to \$1,800 in 2019. Leave valuation at \$1,800.
- Parcel #25-710-0061 – Daniel Todd (599 2nd Ave – Riverbend Center)
Purchase price in 2015 was \$2,040,000. 2018 Market Value \$1,910,500 increased to \$2,020,800 in 2019. Leave valuation at \$2,020,800.
- Parcel #25-357-0130 – Gary Burmeister – 2076 River Rd
2018 Market Value \$7,700 increased to \$19,300 in 2019. Parcel is large enough to build a house on. Leave valuation at \$19,300. Recommends going to the County Board for additional adjustment requests.
- Parcel #25-352-0770 – Lois Ferguson – 621 Prospect Ave
2018 Market Value \$24,000 increased to \$43,700 in 2019. Recommends Market Value to be \$26,200, building value.
- Parcel #25-677-0100 – Ron Penner (Island in Des Moines River)
2018 Market Value \$100 increased to \$1,700 in 2019. Parcel is a small island in the River. Recommends adjustment to the 2018 Market Value of \$100.
- Parcel #25-136-0090 – MN Investment Properties (709 Collins Ave)
2018 Market Value \$25,500 increased to \$32,800 in 2019. Recommends adjustment to the 2018 Market Value of \$25,500.

5. Council Action:

Motion by Ray second by Quade to decrease Jerry Torkelson's Plum Bay subdivision lot - #25-624-0030 by 25% (New Market Value of \$21,700). Motion carried 5-0.

Motion by Byam second by Ray to decrease Barb Hunter's Plum Bay subdivision lot - #25-624-0020 by 25% (New Market Value of \$21,700). Motion carried 5-0.

Motion by Ray second by Grunig to defer JoAnn Sandbo's Market Value Adjustment for Parcel #25-022-4600 to the County Board. Motion carried 5-0.

Motion by Byam second by Quade to defer Beth Scriven's Market Value Adjustment for Parcel #25-830-0501 to the County Board. Motion carried 5-0.

Motion by Byam second by Grunig to leave Darwin McNeal's Market Value for Parcel #25-522-0130 as is (\$146,500). Motion carried 5-0.

Motion by Ray second by Nelson to adjust Greg Hanefeld's Market Value for Parcel #25-791-0600 to \$8,500. Motion carried 5-0.

Motion by Grunig second by Byam to adjust Dave & Millie Blacksted's Market Value for Parcel #25-753-0010 to \$11,600. Motion carried 5-0.

Motion by Ray second by Quade to adjust Dave & Millie Blacksted's Market Value for Parcel #25-753-0030 to \$900. Motion carried 5-0.

Motion by Nelson second by Grunig to adjust JoAnn Kaiser's Market Value for Parcel #25-791-0781 to \$200. Motion carried 5-0.

Motion by Byam second by Quade to adjust Robert & Rosalee Crowley's Market Value for Parcel #25-792-0120 to \$9,600. Motion carried 5-0.

Motion by Grunig second by Ray to adjust Doug & Heidi Bergendahl's Market Value for Parcel #25-024-1202 to \$1,800. Motion carried 5-0.

Motion by Ray second by Grunig to leave Riverbend Center's Market Value for Parcel #25-710-0061 as is (\$2,020,800). Motion carried 4-1 (Byam).

Motion by Quade second by Ray to defer Gary Burmeister's Market Value Adjustment for Parcel #25-357-0130 to the County Board. Motion carried 5-0.

Motion by Byam second by Quade to adjust Lois Ferguson's Market Value for Parcel #25-352-0770 to \$26,200. Motion carried 5-0.

Motion by Ray second by Grunig to adjust Ron Penner's Market Value for Parcel #25-677-0100 to \$100. Motion carried 5-0.

Motion by Grunig second by Ray to adjust MN Investment Property's Market Value for Parcel #25-136-0090 to \$25,500. Motion carried 5-0.

Property valuations totaled \$294,982,900 before adjustments.

Motion by Nelson second by Grunig accept all other tax valuations as set by the County Assessor. Motion carried 5-0.

6. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 5:54 p.m.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

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

April 17, 2019 at 4:00pm

A regular meeting of the Board of Directors was held on Wednesday, April 17, 2019, at the Hillside Manor Community Room. Board Members present: Linda Jaakola, Margaret McDonald, Tom White, Dan Molitor and Resident Liaison, Mike Meyer. Also present was: Executive Director, Connie Clausen. Absent: Operations Manager, Linda Loewen.

The Regular Board Meeting was called to order at 4:03 pm with the consent agenda approved (White/McDonald) which included minutes from the previous meeting, the agenda, utility report, balance report and bills report.

Scheduled Guests: None

Old business consisted of:

1. The Executive Director presented an update on the monthly turnaround rate. For FYE 03/31/19, we've had 36 unit turns at an average rate of 7.61 days. The Executive Director presented the January 2019 Fee Accountant reports for review.
2. An update was given on the Radon Mitigation Project at Hillside Manor. A contract has been signed with Thor Wiebe Home Inspections for installation of a radon mitigation system into unit 101 in the amount of \$2,506.18. The work is to be completed by May 31, 2019.
3. An update was given on the HS Parking Lot Project. Travis Winter, Engineer with Bolton & Menk is currently working on the bid packet and expects it to be out next week. Bid results are anticipated for review at the May board meeting.
4. The Executive Director presented information from Cutler Financial regarding the proposed change in the group retirement plan. Cutler provided comparison information for current holder, Lincoln/PPG and proposed holder, Security Benefits. After discussion regarding the proposed changes and it's affects, a motion was made to change the current group retirement plan from Lincoln/PPG to Security Benefits (White/McDonald).
5. The Executive Director gave an update on the Hillside Manor roof issues after ice dams. The Building Inspector inspected the damage before repairs were done. The insulation was sufficient but it was felt the design of the roof in the problem area was not the best and was part of the problem. The recommendation was to put heat tape in the gutters as a prevention measure. Staff will gather pricing to present to board later this summer.

New Business consisted of:

1. The Executive Director gave an update for the Jackson HRA. The contract for the Sewer Pipe Repair Project at the Hi-Rise will be signed this week. The annual audit for FYE 09/30/18 is scheduled for the week of May 20th. Annual Inspections were completed the last two weeks of March in preparation for REAC. Windom maintenance staff will be helping with window repairs at the Hi-Rise.
2. The Executive Director presented quotes for installation of a new central air system at the non-HUD property located at 957 River Road, Windom. Three contractors were contacted but only one quote was received. After discussion, a motion was made to accept the quote from Elite Mechanical of \$4,682.05 for the central air plus \$3,209.48 for installation of a new furnace for a total of \$7,641.53 before rebates (McDonald/Molitor).
3. The Executive Director reported on a recent insurance liability claim regarding a non-resident who had an incident in our Riverview Apartments parking lot. Our insurance agent has been contacted and an investigation is being conducted. Once complete, the findings will be brought back to the board.
4. Information was presented on RAD conversion by the Executive Director. She was involved in a recent phone conference with MN Nahro regarding this topic. She will also be participating in an upcoming meeting with representatives from HUD on the same topic as well as at the Spring MN Nahro conference. More information will be coming in June on this topic.
5. Upcoming Trainings: Working Together Conference will be held April 16th & 17th. Linda Loewen, Operations Manager and Steve Flock, Maintenance are currently attending this conference. The Spring MN NAHRO Conference will be held May 22nd-24th. Connie Clausen, Executive Director will be attending.

6. The Executive Director reports working on the following reports: (Windom) Employee Reviews, Spears Section 3 Report, EIV Re-certification, FYE 3/31/19 REAC submission (Windom & Jackson) Update CFP 5 Year Plan in EPIC, 2019 Operating Subsidy applications, HUD 4710 Semi-Annual Labor Standards report, eLOCCS Re-certification, Environmental Reviews.
7. Upcoming board meetings will be May 8th at (RV) and June 12th (HS).

With no further business, the meeting was adjourned at 4:45pm (McDonald/Molitor).

Linda Jaakola, Chairman

Connie Clausen, Executive Director

**TELECOMMUNICATIONS COMMISSION MEETING
CITY OF WINDOM COUNCIL CHAMBERS April 29th, 2019**

I. Call Meeting to Order. The meeting was called to order by VP Eichstadt at 6:21 PM

II. Roll Call:

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

III. Approval of Minutes from April 1st, 2019 meeting

Motion by Palm, to approve minutes from the April 1st, 2019 meeting. Seconded by Schowalter. Motion approves 3 to 0.

IV. Project Updates: Dahna updates committee on the Windomnet fiber expansion project on Cottonwood Co. Rd 25/Jackson Co. Rd 17. Staff worked on getting fiber drops and services turned up. Staff will need to work on some restoration issues.

V. Manager's Report:

Dahna reports to the committee:

- Omaha route Fiber Optic Cable cut- Zayo had a buried fiber optic cable get cut between Ashton, IA and Sioux City, IA 4/24/2019 around 2:17 PM. Returned to service around 7:30 AM 4/25/2019. Was reported as a construction related cut.
- Transparent Local Area Network Service (TLS). The City Council approved the TLS rate increase.
- Small Cell Wireless -City Council approved the Small Wireless Facility Aesthetics Requirements and Construction Criteria Policy.
- Fiber pulling equipment – The capstan puller works quite well. The tripod hoist was missing parts and had a manufacturing defect. Missing parts were shipped. Local metal shop was used to correct the defect and modify the inner tube legs to allow Windomnet staff to make versatile height adjustments.
- TLS Services – Cottonwood County signed a 60-month term for TLS services to their new offices and the other county offices.
- CATV Headend Cooling System- The HVAC economizer was installed and is functioning quite well. The secondary AC mini split unit needed servicing. HVAC contractor serviced unit then came back at a later date to test for leaks. Dye was added to the mini split system to assist in locating the leak at a future date.
- CATV- Standard Set Top Boxes are no longer being offered, due to no inventory. HD STB will be offered.
- Completed New House Drops 2019 - 4
- Upcoming House Drops 2019 - 13
- Fiber Optic Peds needing replaced - 12

VI. New Business:

- Telecom Committee meeting time- Dahna covers the need to review current meeting day/time as some committee members are missing the current meeting schedule.

Committee tables item to await input from the absent committee members.

- Cable rates – Dahna covers the need to increase cable TV rates to cover broadcaster subscriber contract rate increases, reduction of subscriber counts, and operational expenses. Committee discusses. Nasby adds that the 2017 to 2018 CATV programming costs increased: Basic up 43%, Expanded Basic up 15.7%, Digital up 14.1%.

Motion by Palm to increase CATV rates by \$5.00 for each package, seconded by Scholwalter. Motion approved 3 – 0.

- Billing for Services- Increase Late fee for service – Dahna reports to committee on League of MN Cities website thread discussion of late fees. Most frequent response of late fee is 10% and some cities charge a fee for a late notice on top. Increasing late fees and adding late fee notice fee could help promote Auto Pay and Paperless Billing. Committee discusses. Dahna will work with finance and review tariff and report back to committee with recommendations.

VII. Old Business:

- Windomnet Expansion - Windomnet Service request – Telecom GM discussed the Landfill location with Cottonwood County Engineering staff and they felt that the location was not going to meet long-term goals.

- Windomnet Service (Voice) Area – Dahna reports that he had a conference call with Olsen-Thielen and law firm regarding the proposed area expansion. The law firm had a conflict of interest with the county wide service area and another law firm was recommended. There are gray areas in the law. Dahna, Nasby, and City Attorney are researching. Dahna recommends tabling the county wide service area expansion and operate within the 2007 Service Area or only add the Windom Exchange service area.

-Video Service Update – Dahna covers with the committee that the goal is to reduce OPEX by eliminating the CATV Headend/SA-Cisco system. Dahna cover that there are two choices:

1. Go to an over the top internet-based video platform
2. Cessation of video product services and exit the video market.

Committee discusses and requests additional information for Dahna to gather and report at the next Telecom Committee meeting.

VIII. Commissioner's concerns and questions:

IX. Set Next Telecom meeting: May 20th, 2019 at 6:00 pm at the City Council Chambers.

X. Adjourn: Meeting adjourned by unanimous consent at 8:03 pm.

Travis Eichstadt, Telecom Committee V President

George Rogotzke, Telecom Committee Secretary

Attest: _____
Jeff Dahna, Telecom General Manager

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
MAY 13, 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: Rick Clerc, Marv Grunig, and Rod Byam.

Absent: Betsy Herding and Justin Espenson.

Also Present: EDA Staff – Drew Hage, EDA Executive Director, and Mary Hensen, Admin. Asst.;
City Administrator Steve Nasby; Kevin Stevens, Co. Comm. Liaison; and
Rahn Larson (“Citizen”).

3. Approval of Minutes: April 8, 2019 & April 22, 2019 (Special Meeting)

Motion by Commissioner Byam, seconded by Commissioner Grunig, to approve the Minutes of the EDA Meetings held on April 8, 2019, and April 22, 2019. Motion carried 3-0.

4. Housing Redevelopment Project – Update: Director Hage reported on the proceedings regarding the Guardian Inn Project. This project involves the Developer’s proposal to convert the existing single-story hotel units at the Guardian Inn into one-bedroom apartments for short-term and long-term leases. There are 16 units in each of the two single-story buildings and 7 units in the main building. The Developer’s proposal for the main building was to use the building as a group home. The type of group home would depend on the need in the community.

Director Hage said that the Developer (River Center Properties) has a Purchase Offer through June 1, 2019. It’s his understanding that they may be closing on the property in a week or so. Director Hage confirmed that the Developer’s plan is to start conversion of one building this summer and to operate the other wing as a hotel until the end of the year. The Developer also plans to improve signage and lighting on the property and increase marketing. Director Hage reported that the HR Department at Prime Pork is very interested in this flexible living option for its employees.

The Developer and the Property Owner (SW Design Build) filed a zoning application for a conditional use permit (CUP) and planned unit development (PUD) on the property. A public hearing was held by the Planning Commission. The Commission’s recommendations to approve the CUP and PUD came before the Windom City Council on May 7th. The City Council approved the CUP to allow a PUD in a B-2 Highway Business District. The Council also approved the PUD and the general concept plan. The development plan or final plan for the PUD will be submitted by the Developer. This plan will come before the Planning Commission for review and final approval by the City Council. Director Hage said that the only condition placed on the approval was that a fence (possibly a living fence) be installed on the south side of the property. (The fence had been requested by an adjacent property owner.) Commissioner Byam expressed one concern that the Developer does not have onsite management at his other properties.

5. Child Care: Director Hage updated the Board concerning the Child Care Provider Appreciation Night that was held on May 9th at the River City Eatery. Fourteen child care providers were in attendance. The Southwest Initiative Foundation provided a free meal for the child care providers. Director Hage said that there was a good discussion concerning child care in Windom.

He reiterated that First Financial had completed a child care gap analysis for Windom. This analysis

identified that Windom was +14 for child care spots, but there are 1,500 people coming into Windom every day to work. The study only considers Windom's population and the number is licensed child care spots. There is a need for 269 child care slots in our service area. This need was also confirmed during our previous input meeting with major employers.

There is a need for child care and additional input is needed to create a plan. Director Hage said that one item for consideration could be options for subsidizing child care. He talked about experiences in other communities with child care centers and the transfer amounts required for a POD System or child care center to cash flow. He said that the biggest challenge is finding child care spots for children in the high risk category.

Feedback from the child care providers included the following: They expressed frustration with regulations, turnover of the individuals who come and do the inspections, the need for better communications between the regulators and the providers, more parenting classes, and more information to the community members regarding what child care encompasses. The child care providers also suggested possibly job shadowing of child care providers by high school students to generate interest in the profession.

Director Hage advised that the next step is to create a work group (planning group) that would consist of representatives from major employers, the Chamber, child care providers, EDA, the School, and BARC. Commissioner Byam requested that he be included in the work group.

6. Cemstone Redevelopment Area

A. TIF District 1-22 – Update: Director Hage reported that on May 7th the City Council adopted a resolution calling for a public hearing to be held June 18th. The public hearing covers the proposed Modification to the Development Program for Development District No. 1, the proposed establishment of Tax Increment Financing District No. 22, and the proposed TIF Plan for the new district. The EDA Board is scheduled to consider the TIF Plan and a resolution adopting the TIF Plan on June 10th.

7. Shopko Property Update

A. Grocery Store Study: Director Hage updated the Board regarding the Shopko property. EDA is working with the owner of the property, Kamin Realty, to market the property. The property is for sale or lease.

There are a number of positive elements to this property and there is interest in the property. The building is 33,275 square feet and the entire property is 5.8 acres. There are no lease restrictions on the property.

A top priority for the EDA is a grocery store. The EDA has Grocery Store Study that shows Windom could support 50,000 square feet of grocery store space. The EDA has contacted numerous grocery store chains.

8. Old Business

A. Riverbluff Lot: Director Hage reported that there is interest in the remaining lot in Riverbluff Estates. The EDA Board reduced the sales price for this lot at the April 22nd Meeting.

B. Bike Stands/Street Art: Director Hage advised that a grant for pedestrian safety amenities had been received approximately 1½ years ago. As part of that grant, three new bike stands were

constructed. Two were installed by the Library and one by City Hall. The stands also double as street art. These were constructed and installed by Brady Haugen of Small Town Modern.

- C. Update on Other Small Town Modern Projects: Director Hage advised that Brady Haugen has begun work on the site for the new NWIP sign. The kayak launches are still in process. Last year and thus far in 2019, they have been waiting for the river to recede prior to beginning work on these installations. The concrete slabs donated by the Railroad Co. are currently stored at the Street Shop and those will be installed as steps for the launch at Island Park.
- D. Entrance Signs: Director Hage reported that the East Highway 60 entrance sign has been updated. The solar panel from the south sign was installed at this sign. New wiring, conduits, and two floodlights were installed. Now there are two solar panels supplying power for this sign. The labor costs for this project were paid by a CERTS grant. The other two entrance signs have lights for each letter. As such time as those lights need to be replaced, the plan is to install floodlights. The NWIP sign will also use floodlights.

9. Miscellaneous Information

A. EDA Monthly Financial Recap: The Board received copies of the EDA's Account Activity through April 30, 2019.

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

10. Adjourn: On consensus, Vice President Clerc adjourned the meeting at 12:30 p.m.

Attest: _____
Drew Hage, EDA Executive Director

Rick Clerc, Vice President

Windom Library Board Meeting
City of Windom Council Chamber

Tuesday, May 14, 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, Steve Fresk, Anita Winkel and Terri Jones

Members Absent: Susan Ebeling 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. With effort by Marv Grunig, the library received a rebate of \$2,352.62 for the window project from MN Energy. Motion by Terri Jones and seconded by Kathy Hiley to approve the Financial Report.

5. Librarian's Report:

Dawn reported that all of the electrical work in the main library has been completed including a new junction box above the water fountain. Dave Vaupel, Howard Davis and Tim Hiley completed wainscoting with a shelf to cover the hole in the wall behind Dawn's desk. Dawn finished the project by painting the wall and shelf. Dawn will send a thank you to each of these three men.

The 7th and 8th grade English teachers from the middle school have asked the library to conduct a presentation to their students. Nancy will spend a day there and inform the students about the summer reading program, obtaining a library card, ebooks and other programs that will be taking place at the library. The summer reading program kicks off on June 3. The preschoolers from Sonshine School visited the library.

Dawn along with the librarians from Mountain Lake and Westbrook continue to firm up plans for Library Day at the County Fair. They will meet with the county fair board in June. These 3 library directors along with the Plum Creek Library director, Jim Trojanowski, have met to work on formulas to better distribute county dollars equally amongst the 3 county libraries. They will

be requesting an increase in their MOE for 2020. Jim Trojanowski will be leaving his position as Plum Creek Library director in June. Interviews are being conducted.

New bike racks are in place and are very nice. These very artful creations were made by Brady Haugen and paid for by a grant through EDA.

Motion by Kathy Hiley and seconded by Terri Jones to approve the librarian's report.

6. Old Business:

Dawn presented the bid from Dan Fossing for new bookshelves and end panels. The total was \$9,316.5. The Friends of the Library have agreed to donate \$5,000 towards this project and the balance will be paid by the \$5,000 gift from Oliver Kolander.

7. New Business:

Dawn attended the Friends of the Windom Library's annual meeting. She suggested that a liaison from the Friends board attend our monthly meeting so they can stay informed as to what is happening at the library.

Dawn informed the board about being approached by Catholic Charities via Jim Trojanowski. They have a couple who donate annually to public libraries. Jim submitted the Windom and Nobles County libraries to receive these dollars. The Friends of the Windom Library submitted the required paperwork and the announcement as to whether we will receive the donation will be made in June. If we are approved, the Friends will receive \$7,500 towards brick and mortar and renovation projects.

Greg Warner of BARC contacted Dawn and asked her if the used books that are stored at BARC could be brought out of storage and sold during the Riverfest rummage sale held at BARC. The book sale will be Friday, May 31-Sunday June 2.

Dawn asked the board for input on how we could acknowledge the passing of Freddie Hoppert, a long-time library board member and staunch supporter of our library and the Plum Creek Library System. Dawn will order a floral tribute for her service.

8. Book Suggestions:

9. Adjourn:

Meeting adjourned at 5:33 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary



**City of Windom
Windom, Minnesota**

Permit Application

For Use of Amplification Equipment in Public

State of Minnesota)

SS

County of Cottonwood)

To the City Council of the City of Windom in said County and State:

The undersigned hereby applies for a permit to allow the use of amplifying equipment in the City of Windom in said County and State in accordance with the information given below and City of Windom Code 90 Nuisances, Health and Safety - Excessive Noise :

Date of Event June 7, 2019

Location Windom Area High School

Hours 6:00pm 11:00 pm

Type of Event Community Cookout / Fireworks

Application made this 14 day of May, 2019.

License Fee - None \$0.00

Recommends

Approval Denial

[Signature]
Street/Park Superintendent

Recommends

Approval Denial

[Signature]
Police Chief

Windom Riverfest
Name of Individual/Organization

[Signature]
Signature

Po Box 1161
Street Address

Windom MN
City State

822-8410
Telephone Number

Application APPROVED DISAPPROVED this ___ day of _____, 20___

City Council



City of Windom
Windom, Minnesota

Permit Application

For Use of Amplification Equipment in Public

State of Minnesota)

SS

County of Cottonwood)

To the City Council of the City of Windom in said County and State:

The undersigned hereby applies for a permit to allow the use of amplifying equipment in the City of Windom in said County and State in accordance with the information given below and City of Windom Code 90 Nuisances, Health and Safety - Excessive Noise :

Date of Event June 8, 2019

Location Courthouse Square

Hours 12:00 pm - 8:00 pm

Type of Event Entertainment, Parade

Application made this 14 day of May, 2019.

License Fee - None \$0.00

Recommends

Approval Denial

[Signature]
Street/Park Superintendent

Recommends

Approval Denial

[Signature]
Police Chief

Windom Riverfest

Name of Individual/Organization

[Signature]
Signature

PO Box 161

Street Address

Windom

City

MN

State

822-8410

Telephone Number

Application APPROVED DISAPPROVED this _____ day of _____, 20_____

City Council



City of Windom
Windom, Minnesota

Permit Application

For Use of Amplification Equipment in Public

State of Minnesota)

SS

County of Cottonwood)

To the City Council of the City of Windom in said County and State:

The undersigned hereby applies for a permit to allow the use of amplifying equipment in the City of Windom in said County and State in accordance with the information given below and City of Windom Code 90 Nuisances, Health and Safety - Excessive Noise :

Date of Event June 8, 2019 and June 9, 2019

Location Windom Arena

Hours 7:00pm - 1:00am

Type of Event Lions Club Concert

Application made this 14 day of May, 2019.

License Fee - None \$0.00

Recommends

Approval Denial

[Signature]

Street/Park Superintendent

Recommends

Approval Denial

[Signature]

Police Chief

Lions Club Windom Riverfest
Name of Individual/Organization

[Signature]
Signature

PO Box 161
Street Address

Windom MN
City State

822-8410
Telephone Number

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



City of Windom
Windom, Minnesota

Permit Application

For Use of Amplification Equipment in Public

State of Minnesota)

SS

County of Cottonwood)

To the City Council of the City of Windom in said County and State:

The undersigned hereby applies for a permit to allow the use of amplifying equipment in the City of Windom in said County and State in accordance with the information given below and City of Windom Code 90 Nuisances, Health and Safety - Excessive Noise :

Date of Event June 9, 2019

Location Tegels Park

Hours 9:00am 2:00pm

Type of Event Car Show

Application made this 14 day of May, 2019.

License Fee - None \$0.00

Recommends

Approval Denial

[Signature]

Street/Park Superintendent

Recommends

Approval Denial

[Signature]

Police Chief

Kars & Trucks - Windom Riverfest
Name of Individual/Organization

[Signature]
Signature

PO Box 161
Street Address

Windom MN
City State

822-8410
Telephone Number

Application APPROVED DISAPPROVED this ___ day of _____, 20___.

City Council



Windom, MN

Expense Approval Report

By Fund

Payment Dates 05/04/2019 - 05/16/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
GRACE OMWEGA	20190514	05/14/2019	REFUND - STATEMENT CREDIT	100-20191	60.30
IMOGENE HURLEY	20190514	05/14/2019	REFUND - STATEMENT CREDIT	100-20191	8.14
SHARON HARVEY	20190515	05/15/2019	REFUND - STATEMENT CREDIT	100-20191	37.62
MN REVENUE	20190514	05/15/2019	SALES TAX - APRIL 2019	100-20202	7,854.08
MN REVENUE	20190514	05/15/2019	SALES TAX - APRIL 2019	100-20202	16,155.16
MN REVENUE	20190514	05/15/2019	SALES TAX - APRIL 2019	100-20202	39.05
					24,154.35
Activity: 41110 - Mayor & Council					
SCHRAMMEL LAW OFFICE	20190501	05/08/2019	SERVICE	100-41110-304	435.00
CITIZEN PUBLISHING CO	20190430	05/07/2019	ADVERTISING	100-41110-350	160.05
CONVENT. & VISITOR BUREAU	20190502	05/03/2019	LODGING TAX - GUARDIAN IN	100-41110-491	309.85
CONVENT. & VISITOR BUREAU	20190503	05/03/2019	LODGING TAX - GUARDIAN IN	100-41110-491	277.84
					Activity 41110 - Mayor & Council Total: 1,182.74
Activity: 41310 - Administration					
NCPERS MINNESOTA	944600052019	05/06/2019	INSURANCE #844600 - MAY 2	100-41310-133	80.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - HY VEE	100-41310-200	21.87
INDOFF, INC	3235097	04/19/2019	SUPPLIES	100-41310-200	4.19
INDOFF, INC	3238655	04/29/2019	SUPPLIES	100-41310-200	18.99
TOSHIBA FINANCIAL SERVICES	383672953	04/29/2019	COPIER LEASE 4/20 - 5/20	100-41310-217	31.13
CLIFTON-LARSON-ALLEN, LLP	2103784	05/08/2019	AUDIT SERVICE	100-41310-301	230.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - MCMA	100-41310-308	520.00
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - CITY OFF	100-41310-322	355.63
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - CRASH	100-41310-326	10.00
DELL EMC	10312883280	05/07/2019	NETWORK SERVER SUPPORT	100-41310-326	165.59
STEVE NASBY	20190503	05/08/2019	EXPENSE - MCMA ANNUAL C	100-41310-331	265.64
STEVE NASBY	20190508	05/15/2019	EXPENSE-CCMC LEG & CMPAS	100-41310-331	86.42
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - GRAND	100-41310-334	253.42
STEVE NASBY	20190508	05/15/2019	EXPENSE-CCMC LEG & CMPAS	100-41310-334	46.57
MCFOA REGION V	20190515	05/15/2019	MCFOA MEMBERSHIP FEE - C	100-41310-433	45.00
BLUE CROSS/BLUE SHIELD	190502068749	05/08/2019	INSURANCE PREM- JUNE 201	100-41310-480	596.50
					Activity 41310 - Administration Total: 2,730.95
Activity: 41910 - Building & Zoning					
NCPERS MINNESOTA	944600052019	05/06/2019	INSURANCE #844600 - MAY 2	100-41910-133	24.00
INDOFF, INC	3235096	04/19/2019	SUPPLIES	100-41910-200	5.24
SCHRAMMEL LAW OFFICE	20190501	05/08/2019	SERVICE	100-41910-304	510.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - DEPT O	100-41910-308	85.00
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - P & Z	100-41910-322	13.06
					Activity 41910 - Building & Zoning Total: 637.30
Activity: 41940 - City Hall					
ELECTRIC FUND	285	05/08/2019	EL - CITY HALL	100-41940-409	12.54
ELITE MECHANICAL SYSTEMS,	4519	05/08/2019	MAINTENANCE	100-41940-409	153.00
					Activity 41940 - City Hall Total: 165.54
Activity: 42120 - Crime Control					
NCPERS MINNESOTA	944600052019	05/06/2019	INSURANCE #844600 - MAY 2	100-42120-133	144.00
INDOFF, INC	3236280	04/26/2019	SUPPLIES	100-42120-200	83.41
INDOFF, INC	3239674	05/06/2019	SUPPLIES	100-42120-200	36.99
LOUIS NORELL	20190426	05/15/2019	K-9 TRAINING	100-42120-212	102.15
WEX BANK	58990981	05/15/2019	FUEL - POLICE	100-42120-212	1,667.97
WEX BANK	58990981	05/15/2019	FUEL CREDIT - POLICE	100-42120-212	-36.30
PRO ACTION SAFETY & SALES	14986	05/15/2019	UNIFORMS	100-42120-218	2,233.30
SCHRAMMEL LAW OFFICE	20190501	05/08/2019	SERVICE	100-42120-304	330.00
COTTONWOOD CO AUD/TREA	20190513	05/14/2019	JUNE 2019 DEPUTY ATTORN	100-42120-304	3,957.50

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Payment Dates: 05/04/2019 - 05/16/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COTTONWOOD VET CLINIC	201376	05/14/2019	SERVICE	100-42120-305	77.99
WINDOM AREA HEALTH	304884306	05/15/2019	#30005319 - SERVICE	100-42120-305	40.00
SOUTHWESTERN MENTAL HE	54042	05/15/2019	SERVICE -	100-42120-305	500.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - BCA TR	100-42120-308	250.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - BCA TR	100-42120-308	175.00
VERIZON WIRELESS	9829681158	05/15/2019	SERVICE -#986701203-00001	100-42120-321	-0.45
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - POLICE	100-42120-322	2.41
ALPHA WIRELESS - MANKATO	1611-MN	05/13/2019	SERVICE #00681	100-42120-323	611.56
ALPHA WIRELESS - MANKATO	1767-MN	05/13/2019	SERVICE #00681	100-42120-323	220.56
MIKE'S LLC	290	04/29/2019	SERVICE - F150	100-42120-323	1,058.72
ALPHA WIRELESS - MANKATO	698261	05/13/2019	SERVICE #00681	100-42120-323	108.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - AMAZ	100-42120-326	38.46
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - AMAZ	100-42120-326	38.46
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - AMAZ	100-42120-326	28.83
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - AMAZ	100-42120-326	24.21
LANGUAGE LINE SERVICES, IN	4560730	05/15/2019	SERVICE	100-42120-327	14.28
SCOTT E. PETERSON	20190429	04/29/2019	EXPENSE - CHIEF'S CONVENTI	100-42120-331	188.16
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - TEXAS	100-42120-334	21.40
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - GRAND	100-42120-334	503.43
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - RED LO	100-42120-334	19.54
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - BONAN	100-42120-334	22.46
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - JERSEY	100-42120-334	10.70
LOUIS NORELL	20190426	05/15/2019	K-9 TRAINING	100-42120-334	91.49
DONNA MARCY	20190427	05/03/2019	HUMAN TRAFFICKING OPERA	100-42120-334	17.99
DONNA MARCY	20190503	05/03/2019	ADULT PROTECTION	100-42120-334	9.13
GRAFIX SHOPPE	127371	05/14/2019	SERVICE	100-42120-350	35.49
LEAGUE OF MN CITIES INS TR	#10002745 5-6-19	05/15/2019	#10002745 WORKERS COMP	100-42120-364	267.49
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - AED SU	100-42120-404	499.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - CHEAP	100-42120-404	56.86
E & C GRAPHICS INC	19680	05/14/2019	SERVICE	100-42120-404	350.00
TOSHIBA FINANCIAL SERVICES	383672953	04/29/2019	COPIER LEASE 4/20 - 5/20	100-42120-404	15.57
P.M. REPAIR & DETAILING	9093	05/15/2019	SERVICE - 55834 UNIT 16-2	100-42120-405	24.68
P.M. REPAIR & DETAILING	9143	05/15/2019	SERVICE - 4140 K-9	100-42120-405	59.44
COTTONWOOD CO AUD/TREA	20190513	05/14/2019	JUNE 2019 RENT	100-42120-412	1,925.00
MN BOARD OF PEACE OFFICE	20190508	05/08/2019	PEACE OFFICER LICENSE-ADA	100-42120-433	90.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - CHEWY	100-42120-480	59.13
BLUE CROSS/BLUE SHIELD	190502068749	05/08/2019	INSURANCE PREM- JUNE 201	100-42120-480	596.50
LOUIS NORELL	20190426	05/15/2019	K-9 TRAINING	100-42120-480	26.38

Activity 42120 - Crime Control Total: 16,596.89

Activity: 42220 - Fire Fighting

ULINE SHIPPING SUPPLY SPECI	108109693	05/15/2019	SUPPLIES	100-42220-211	258.31
AMERIPRIDE SERVICES INC.	2801019788	04/29/2019	SERVICE #280001722	100-42220-211	31.77
WEX BANK	58990981	05/15/2019	FUEL - FIRE	100-42220-212	218.12
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - MYLOR	100-42220-215	98.50
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - GALLS	100-42220-218	59.00
VERIZON WIRELESS	9829681158	05/15/2019	SERVICE -#986701203-00001	100-42220-321	-0.11
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - FIRE	100-42220-322	8.86
WINDOM FARM SERVICE	20190430	05/15/2019	REPAIRS -	100-42220-404	54.94
TOSHIBA FINANCIAL SERVICES	383672953	04/29/2019	COPIER LEASE 4/20 - 5/20	100-42220-404	24.91

Activity 42220 - Fire Fighting Total: 754.30

Activity: 42500 - Civil Defense

RON'S ELECTRIC INC	139784	05/15/2019	SERVICE - CIVIL DEFENSE SIRE	100-42500-381	57.00
AMAZON CAPITAL SERVICES, I	1FM4-TJHQ-3KQQ	05/07/2019	#A2Q0YI8ZLN2YT - SUPPLIES	100-42500-381	68.88
GRUNEWALD FRAME & GLASS	2019-158	05/06/2019	CIVIL DEFENSE SIREN - POOL	100-42500-381	636.12

Activity 42500 - Civil Defense Total: 762.00

Activity: 42700 - Animal Control

COTTONWOOD VET CLINIC	201348	05/14/2019	SERVICE	100-42700-300	36.00
COTTONWOOD VET CLINIC	201623	05/14/2019	SERVICE	100-42700-300	77.00

Activity 42700 - Animal Control Total: 113.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Activity: 43100 - Streets					
NCPERS MINNESOTA	944600052019	05/06/2019	INSURANCE #844600 - MAY 2	100-43100-133	80.00
WEX BANK	58990981	05/15/2019	FUEL - STREET	100-43100-212	1,702.56
WEX BANK	58990981	05/15/2019	FUEL - STREET CREDIT	100-43100-212	-36.29
CALEB HANSON	20190430	05/08/2019	SAFETY BOOTS	100-43100-217	100.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - HOTEL	100-43100-308	125.72
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - STREET	100-43100-322	13.11
ALPHA WIRELESS - MANKATO	1610-MN	05/08/2019	SERVICE #00681	100-43100-323	195.56
ALPHA WIRELESS - MANKATO	1612-MN	05/13/2019	SERVICE #00681	100-43100-323	623.56
DELL EMC	10312883280	05/07/2019	NETWORK SERVER SUPPORT	100-43100-326	165.59
CITIZEN PUBLISHING CO	20190430	05/07/2019	ADVERTISING	100-43100-350	355.88
LEAGUE OF MN CITIES INS TR	#10002745 5-6-19	05/15/2019	#10002745 WORKERS COMP	100-43100-364	267.68
COTTONWOOD CO SOLID WA	1919472	04/29/2019	REFUSE DISPOSAL	100-43100-384	20.00
COTTONWOOD CO SOLID WA	1919474	05/08/2019	REFUSE DISPOSAL	100-43100-384	349.47
COTTONWOOD CO SOLID WA	1919547	04/29/2019	REFUSE DISPOSAL	100-43100-384	62.16
COTTONWOOD CO SOLID WA	1919549	05/08/2019	REFUSE DISPOSAL	100-43100-384	8.00
RON'S ELECTRIC INC	139869	05/15/2019	SERVICE -	100-43100-401	1,890.42
MILLER SELLNER EQUIP	10775B	04/30/2019	MAINTENANCE	100-43100-405	78.75
JOHNSON HARDWARE	7199	05/06/2019	MAINTENANCE	100-43100-405	4.50
BLUE CROSS/BLUE SHIELD	190502068749	05/08/2019	INSURANCE PREM- JUNE 201	100-43100-480	596.50
Activity 43100 - Streets Total:					6,603.17
Activity: 43210 - Sanitation					
CITIZEN PUBLISHING CO	20190430	05/07/2019	ADVERTISING	100-43210-340	121.20
WINDOM QUICK PRINT	9029	05/06/2019	SUPPLIES	100-43210-480	6.95
Activity 43210 - Sanitation Total:					128.15
Activity: 45120 - Recreation					
TOSHIBA FINANCIAL SERVICES	383672953	04/29/2019	COPIER LEASE 4/20 - 5/20	100-45120-217	15.57
CITIZEN PUBLISHING CO	20190430	05/07/2019	ADVERTISING	100-45120-340	132.09
CITIZEN PUBLISHING CO	20190430	05/07/2019	ADVERTISING	100-45120-340	227.25
Activity 45120 - Recreation Total:					374.91
Activity: 45202 - Park Areas					
NCPERS MINNESOTA	944600052019	05/06/2019	INSURANCE #844600 - MAY 2	100-45202-133	16.00
WEX BANK	58990981	05/15/2019	FUEL - PARK	100-45202-212	340.61
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - ULINE S	100-45202-217	168.21
CITIZEN PUBLISHING CO	20190430	05/07/2019	ADVERTISING	100-45202-340	132.09
HANSON PLUMBING	6086	05/14/2019	SERVICE - MAINTENANCE	100-45202-402	436.48
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - NORTH	100-45202-406	574.35
W.W. GRAINGER, INC	9153782603	05/08/2019	MAINTENANCE	100-45202-406	59.62
Activity 45202 - Park Areas Total:					1,727.36
Fund 100 - GENERAL Total:					55,930.66
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
NCPERS MINNESOTA	944600052019	05/06/2019	INSURANCE #844600 - MAY 2	211-45501-133	16.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - AMAZ	211-45501-200	55.69
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - AMAZ	211-45501-200	117.70
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - AMAZ	211-45501-200	36.87
WINDOM QUICK PRINT	20190426	05/08/2019	SUPPLIES	211-45501-200	79.00
TOSHIBA FINANCIAL SERVICES	383672953	04/29/2019	COPIER LEASE 4/20 - 5/20	211-45501-217	7.78
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - RUNNI	211-45501-402	106.86
TIM HILEY	20190508	05/08/2019	EXPENSE-MENARDS-BLDG M	211-45501-402	242.82
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - COUNT	211-45501-433	35.98
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - NAT GE	211-45501-433	30.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - CROCH	211-45501-433	42.97
MT LAKE PUBLIC LIBRARY	540933	05/08/2019	BOOK PAGE- SPLIT BETWEEN	211-45501-433	116.00
INGRAM INDUSTRIES	#2004243 5-1-19	05/08/2019	BOOKS #2004243	211-45501-435	1,683.51
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - AMAZ	211-45501-435	115.41
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - AMAZ	211-45501-435	21.41
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - AMAZ	211-45501-435	33.95

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - AMAZ	211-45501-435	17.99
				Activity 45501 - Library Total:	2,759.94

Activity: 49950 - Capital Outlay

FREDIN CONSTRUCTION/CABI	20190416	05/08/2019	REMODELING-COMMONS RO	211-49950-500	4,088.00
				Activity 49950 - Capital Outlay Total:	4,088.00
				Fund 211 - LIBRARY Total:	6,847.94

Fund: 225 - AIRPORT

Activity: 45127 - Airport

RED ROCK RURAL WATER	20190430	05/06/2019	SERVICE - WATER	225-45127-200	2.00
RED ROCK RURAL WATER	20190430	05/06/2019	SERVICE - WATER	225-45127-200	27.00
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - AIRPORT	225-45127-217	3.83
BEST OIL COMPANY	25014	05/06/2019	FUEL - 3500 GAL - 100 LL	225-45127-264	12,750.15
SOUTH CENTRAL ELECTRIC	#367400 3-31-19	05/06/2019	SERVICE #367400 #26-12-112	225-45127-381	250.00
SOUTH CENTRAL ELECTRIC	#367403 3-31-19	05/06/2019	SERVICE #367403 #26-12-116	225-45127-381	413.07
RON'S ELECTRIC INC	139830	05/15/2019	SERVICE -	225-45127-409	462.65
				Activity 45127 - Airport Total:	13,908.70
				Fund 225 - AIRPORT Total:	13,908.70

Fund: 230 - POOL

Activity: 45124 - Pool

TOSHIBA FINANCIAL SERVICES	383672953	04/29/2019	COPIER LEASE 4/20 - 5/20	230-45124-217	7.78
CITIZEN PUBLISHING CO	20190430	05/07/2019	ADVERTISING	230-45124-350	132.09
MN REVENUE	20190514	05/15/2019	SALES TAX - APRIL 2019	230-45124-460	129.00
				Activity 45124 - Pool Total:	268.87
				Fund 230 - POOL Total:	268.87

Fund: 235 - AMBULANCE

Activity: 42153 - Ambulance

WEX BANK	58990981	05/15/2019	FUEL - AMBULANCE	235-42153-212	1,880.34
WEX BANK	58990981	05/15/2019	FUEL CREDIT - AMBULANCE	235-42153-212	-36.30
BRITTANY ESPENSON - RIVERS	1020	05/01/2019	SERVICE	235-42153-217	230.00
BOUND TREE MEDICAL, LLC	83175140	04/19/2019	OPERATING SUPPLIES	235-42153-217	184.99
BOUND TREE MEDICAL, LLC	83175141	04/19/2019	OPERATING SUPPLIES	235-42153-217	112.48
BOUND TREE MEDICAL, LLC	83184228	05/03/2019	OPERATING SUPPLIES	235-42153-217	101.98
PRAXAIR DISTRIBUTION INC	89185150	05/15/2019	OPERATING SUPPLIES	235-42153-217	300.95
WINDOM AREA HEALTH	734-0024-04-19-0024	05/15/2019	NURSING SERVICE	235-42153-312	2,365.38
VERIZON WIRELESS	9829681158	05/15/2019	SERVICE - #986701203-00001	235-42153-321	81.63
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - AMBULA	235-42153-322	4.93
REAL TIME TRANSLATION, INC	113754	05/01/2019	SERVICE	235-42153-327	34.00
JIM AXFORD	20190506	05/06/2019	EXPENSE - AMBULANCE	235-42153-334	13.93
HEATHER JANSSEN	20190506	05/06/2019	EXPENSE - AMBULANCE	235-42153-334	4.13
JODI JOHNSON	20190506	05/06/2019	EXPENSE - AMBULANCE	235-42153-334	44.84
ROB VISKER	20190506	05/06/2019	EXPENSE - AMBULANCE	235-42153-334	15.31
JUSTIN HARRINGTON	20190506	05/06/2019	EXPENSE - AMBULANCE	235-42153-334	58.32
MEGAN BRAMSTEDT	20190506	05/06/2019	EXPENSE - AMBULANCE	235-42153-334	76.70
LYNNE ELSTON	20190506	05/06/2019	EXPENSE - AMBULANCE	235-42153-334	40.09
KRISTEN PORATH	20190506	05/06/2019	EXPENSE - AMBULANCE	235-42153-334	40.78
LEAGUE OF MN CITIES INS TR	#14140	05/06/2019	#14140 #00080210 - LORI JE	235-42153-364	250.00
LEAGUE OF MN CITIES INS TR	14168	05/06/2019	#14168 #000821545 - JOLYNN	235-42153-364	250.00
ULINE SHIPPING SUPPLY SPECI	108109693	05/15/2019	SUPPLIES	235-42153-406	172.20
AMERIPRIDE SERVICES INC.	2801019788	04/29/2019	SERVICE #280001722	235-42153-406	21.18
CLIFTON-LARSON-ALLEN, LLP	2103784	05/08/2019	AUDIT SERVICE	235-42153-480	770.00
				Activity 42153 - Ambulance Total:	7,017.86
				Fund 235 - AMBULANCE Total:	7,017.86

Fund: 250 - EDA GENERAL

Activity: 46520 - EDA

NCPERS MINNESOTA	944600052019	05/06/2019	INSURANCE #844600 - MAY 2	250-46520-133	24.00
INDOFF, INC	3235096	04/19/2019	SUPPLIES	250-46520-200	5.24
SCHRAMMEL LAW OFFICE	20190501	05/08/2019	SERVICE	250-46520-304	390.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - EDA	250-46520-322	134.75
DREW HAGE	20190506	05/08/2019	KWIK TRIP GROUNDBREAKIN	250-46520-331	35.38
CITIZEN PUBLISHING CO	20190430	05/07/2019	ADVERTISING	250-46520-340	312.50
CITIZEN PUBLISHING CO	20190430	05/07/2019	ADVERTISING	250-46520-350	79.50
FEDERATED RURAL ELECTRIC	#112954 4-28-19	05/06/2019	#112954 - SERVICE	250-46520-381	14.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - HY VEE	250-46520-438	16.94
MN SOLAR SALES LLC	20190304	05/08/2019	WINDOM ENTRANCE SIGN	250-46520-439	3,131.25
				Activity 46520 - EDA Total:	4,143.56
Activity: 49980 - Debt Service					
FULDA CREDIT UNION	20190506	05/06/2019	SPEC BLDG LOAN - MAY 2019	250-49980-602	2,359.30
FULDA CREDIT UNION	20190506	05/06/2019	SPEC BLDG LOAN - MAY 2019	250-49980-612	1,000.70
				Activity 49980 - Debt Service Total:	3,360.00
				Fund 250 - EDA GENERAL Total:	7,503.56
Fund: 254 - NORTH IND PARK					
Activity: 49950 - Capital Outlay					
SMALL TOWN MODERN	20190506	05/06/2019	NWIP MONUMENTSIGN - FIR	254-49950-500	14,000.00
				Activity 49950 - Capital Outlay Total:	14,000.00
				Fund 254 - NORTH IND PARK Total:	14,000.00
Fund: 307 - 2017 STREET PROJECT					
Activity: 41000 - General Government					
SCHRAMEL LAW OFFICE	20190501	05/08/2019	SERVICE	307-41000-304	720.00
				Activity 41000 - General Government Total:	720.00
				Fund 307 - 2017 STREET PROJECT Total:	720.00
Fund: 401 - GENERAL CAPITAL PROJECTS					
Activity: 49950 - Capital Outlay					
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - HY VEE	401-49950-509	5.32
COTTONWOOD CO SOLID WA	1919222	04/23/2019	DISPOSAL	401-49950-509	10.00
				Activity 49950 - Capital Outlay Total:	15.32
				Fund 401 - GENERAL CAPITAL PROJECTS Total:	15.32
Fund: 406 - PIR					
Activity: 41000 - General Government					
CITIZEN PUBLISHING CO	20190430	05/07/2019	ADVERTISING	406-41000-480	227.25
				Activity 41000 - General Government Total:	227.25
				Fund 406 - PIR Total:	227.25
Fund: 601 - WATER					
Activity: 49400 - Water					
NCPERS MINNESOTA	944600052019	05/06/2019	INSURANCE #844600 - MAY 2	601-49400-133	32.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - MEGAV	601-49400-200	202.50
A & B BUSINESS	IN605006	05/13/2019	SUPPLIES	601-49400-200	54.95
WEX BANK	58990981	05/15/2019	FUEL - WATER	601-49400-212	259.69
HAWKINS, INC	4481207	04/25/2019	CHEMICALS	601-49400-216	299.50
FAITH WILLARD CLEANING	20190505	05/08/2019	SERVICE	601-49400-217	15.00
CLIFTON-LARSON-ALLEN, LLP	2103784	05/08/2019	AUDIT SERVICE	601-49400-301	300.00
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - WATER	601-49400-322	0.52
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - WATER	601-49400-322	53.91
DELL EMC	10312883280	05/07/2019	NETWORK SERVER SUPPORT	601-49400-326	248.38
LEAGUE OF MN CITIES INS TR	#10002745 5-6-19	05/15/2019	#10002745 WORKERS COMP	601-49400-364	70.00
FEDERATED RURAL ELECTRIC	#112843 4-28-19	05/03/2019	#112843	601-49400-381	33.00
DELL EMC	10311866759	05/03/2019	#10311866759 #44046203	601-49400-404	590.58
DEFRIES COLLISION CENTER	12998	05/14/2019	MAINTENANCE	601-49400-404	253.00
GDF ENTERPRISES, INC	19246	05/14/2019	MAINTENANCE	601-49400-404	1,300.00
WDR - DEPUTY REGISTRAR #5	20190515	05/15/2019	TRAILER - #4320	601-49400-404	33.75
TOSHIBA FINANCIAL SERVICES	383672953	04/29/2019	COPIER LEASE 4/20 - 5/20	601-49400-404	31.13
HAWKINS, INC	4481207	04/25/2019	CHEMICALS	601-49400-404	1,200.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SHI INTERNATIONAL CORP	B09875764	05/15/2019	MAINTENANCE	601-49400-404	268.00
				Activity 49400 - Water Total:	5,245.91
				Fund 601 - WATER Total:	5,245.91

Fund: 602 - SEWER

AMERICAN ENGINEERING TES	806528	05/14/2019	BUILDINGS	602-16200	4,058.00
AMERICAN ENGINEERING TES	806542	05/14/2019	BUILDINGS	602-16200	2,244.80
					6,302.80

Activity: 49450 - Sewer

NCPERS MINNESOTA	944600052019	05/06/2019	INSURANCE #844600 - MAY 2	602-49450-133	64.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - MEGAV	602-49450-200	202.50
A & B BUSINESS	IN594935	05/13/2019	SUPPLIES	602-49450-200	54.95
A & B BUSINESS	IN614122	05/07/2019	#5078316138 - SUPPLIES	602-49450-200	54.95
WEX BANK	58990981	05/15/2019	FUEL - SEWER	602-49450-212	379.02
HAWKINS, INC	4486591	05/06/2019	CHEMICALS	602-49450-216	749.50
FAITH WILLARD CLEANING	20190505	05/08/2019	SERVICE	602-49450-217	75.00
O'REILLY AUTOMOTIVE, INC	#1510318 4-28	05/08/2019	MAINTENANCE	602-49450-241	4.05
CLIFTON-LARSON-ALLEN, LLP	2103784	05/08/2019	AUDIT SERVICE	602-49450-301	300.00
MIKE HAUGEN	20190501	05/08/2019	SW OPERATORS ASSOC-DUE	602-49450-308	60.00
MN VALLEY TESTING	970288	04/25/2019	TESTING	602-49450-310	158.40
MN VALLEY TESTING	970291	04/25/2019	TESTING	602-49450-310	621.20
MN VALLEY TESTING	970756	04/25/2019	TESTING	602-49450-310	244.80
MN VALLEY TESTING	971288	05/01/2019	TESTING	602-49450-310	158.40
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - SEWER	602-49450-322	53.91
DELL EMC	10312883280	05/07/2019	NETWORK SERVER SUPPORT	602-49450-326	248.38
MIKE HAUGEN	20190501	05/08/2019	SW OPERATORS ASSOC-DUE	602-49450-331	67.28
LEAGUE OF MN CITIES INS TR	#10002745 5-6-19	05/15/2019	#10002745 WORKERS COMP	602-49450-364	99.95
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - ERA TE	602-49450-404	335.81
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - HACH	602-49450-404	332.12
GDF ENTERPRISES, INC	19246	05/14/2019	MAINTENANCE	602-49450-404	1,300.00
WDR - DEPUTY REGISTRAR #5	20190515	05/15/2019	LICENSE - TRAILER - #4320	602-49450-404	33.75
TOSHIBA FINANCIAL SERVICES	383672953	04/29/2019	COPIER LEASE 4/20 - 5/20	602-49450-404	24.91
STAPLES OIL CO	124922	05/08/2019	FUEL #124922	602-49450-408	792.70
WINDOM FARM SERVICE	20190430	05/15/2019	REPAIRS -	602-49450-408	244.95
COTTONWOOD CO RECORDER	#P24040 A285191	05/08/2019	RECORDING FEE #P24040 A 2	602-49450-620	46.00
				Activity 49450 - Sewer Total:	6,706.53
				Fund 602 - SEWER Total:	13,009.33

Fund: 604 - ELECTRIC

BORDER STATES	917529879	04/19/2019	INVENTORY - RETURNED	604-14200	-101.43
BORDER STATES	917658708	05/14/2019	INVENTORY	604-14200	192.93
ELECTRIC FUND	APRIL 2019	05/08/2019	CAPITALIZED LABOR - APRIL 2	604-16300	1,583.25
MN REVENUE	20190514	05/15/2019	SALES TAX - APRIL 2019	604-20202	37.84
BEN SCHLEICHER	20190514	05/14/2019	REFUND - UTILITY PREPAYME	604-22000	300.00
GRACE OMWEGA	20190514A	05/14/2019	REFUND - UTILITY PREPAYME	604-22000	300.00
JOSHUA & DAWNELLE GOBLIS	20190515	05/15/2019	REFUND - BAL OF UTILITY PREP	604-22000	60.12
JOSE N L CHAVEZ	20190515	05/15/2019	REFUND - UTILITY PREPAYME	604-22000	300.00
LIDNORYS MALDONADO	20190515	05/15/2019	REFUND - UTILITY PREPAYME	604-22000	300.00
MICHAEL & JESSICA STRASMA	20190515	05/15/2019	REFUND - UTILITY PREPAYME	604-22000	300.00
					3,272.71

Activity: 49550 - Electric

NCPERS MINNESOTA	944600052019	05/06/2019	INSURANCE #844600 - MAY 2	604-49550-133	96.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - ZOROT	604-49550-200	117.55
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - MEGAV	604-49550-200	202.50
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - SHOPK	604-49550-200	19.23
AMAZON CAPITAL SERVICES, I	1PPF-3JHT-HTCF	05/07/2019	#A2Q0YJ8ZLN2YT - SUPPLIES	604-49550-200	155.89
OFFICE DEPOT	309061165001	05/06/2019	SUPPLIES #90701746	604-49550-200	67.53
OFFICE DEPOT	309061547001	05/06/2019	SUPPLIES #90701746	604-49550-200	215.34
NORTHLAND CHEMICAL CORP	3281	05/15/2019	SUPPLIES	604-49550-211	183.82
WEX BANK	58990981	05/15/2019	FUEL - ELECTRIC	604-49550-212	494.73

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AMAZON CAPITAL SERVICES, I	1PPF-3JHT-HTCF	05/07/2019	#A2Q0YJ8ZLN2YT - SUPPLIES	604-49550-218	79.80
BORDER STATES	917630822	05/07/2019	UNIFORMS	604-49550-218	196.63
BORDER STATES	917630823	05/07/2019	UNIFORMS	604-49550-218	197.92
DEPARTMENT OF ENERGY	BFPB000800419	05/07/2019	POWER COST	604-49550-263	59,291.37
CLIFTON-LARSON-ALLEN, LLP	2103784	05/08/2019	AUDIT SERVICE	604-49550-301	300.00
SCHRAMMEL LAW OFFICE	20190501	05/08/2019	SERVICE	604-49550-304	615.00
DG ENERGY LLC	2235	04/30/2019	SERVICE	604-49550-310	659.00
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - ELECTRIC	604-49550-322	4.46
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - ELECTRIC	604-49550-322	53.91
GOLDEN WEST TECH & INT SO	190410350	05/08/2019	SERVICE #A3786	604-49550-325	45.00
DELL EMC	10312883280	05/07/2019	NETWORK SERVER SUPPORT	604-49550-326	248.38
STEVE NASBY	20190508	05/15/2019	EXPENSE-CCMC LEG & CMPAS	604-49550-331	86.42
STEVE NASBY	20190508	05/15/2019	EXPENSE-CCMC LEG & CMPAS	604-49550-334	46.58
CITIZEN PUBLISHING CO	20190430	05/07/2019	ADVERTISING	604-49550-340	506.20
LEAGUE OF MN CITIES INS TR	#10002745 5-6-19	05/15/2019	#10002745 WORKERS COMP	604-49550-364	183.81
RON'S ELECTRIC INC	139712	05/15/2019	SERVICE	604-49550-402	58.37
DICKS WELDING INC	20190430	05/08/2019	REPAIRS / MAINTENANCE	604-49550-402	76.78
DICKS WELDING INC	20190430	05/08/2019	REPAIRS / MAINTENANCE	604-49550-404	11.42
TOSHIBA FINANCIAL SERVICES	383672953	04/29/2019	COPIER LEASE 4/20 - 5/20	604-49550-404	31.13
BAUER BUILT	830102255	05/03/2019	MAINTENANCE - TRAILER	604-49550-404	314.72
O'REILLY AUTOMOTIVE, INC	#1510318 4-28	05/08/2019	MAINTENANCE	604-49550-405	74.32
BAUER BUILT	830102253	05/03/2019	MAINTENANCE - DUMP TRUC	604-49550-405	259.54
HIGLEY FORD	88293	05/08/2019	SERVICE - F350 SUPER	604-49550-405	229.00
JORDAN BUSSA	009	05/08/2019	CLEANING	604-49550-406	184.60
ELECTRIC FUND	284	05/08/2019	EL - DISTRIBUTION	604-49550-408	1,944.36
ELECTRIC FUND	286	05/08/2019	EL - TRUCK STOCK	604-49550-408	18.54
ELECTRIC FUND	288	05/14/2019	EL - DISTRIBUTION	604-49550-408	134.95
ZIEGLER, INC.	F1778901	05/15/2019	#9696600	604-49550-410	50,250.00
CE POWER	821346	04/30/2019	SERVICE #821346	604-49550-411	3,750.00
CE POWER	821346	04/30/2019	SERVICE #821346	604-49550-413	3,750.00
MN REVENUE	20190514	05/15/2019	SALES TAX - APRIL 2019	604-49550-460	100.47
ELECTRIC FUND	282	05/03/2019	EL - OBSOLETE	604-49550-463	150.24
ELECTRIC FUND	289	05/14/2019	EL - OBSOLETE	604-49550-463	70.50
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - ENGIN	604-49550-480	2,030.61
				Activity 49550 - Electric Total:	127,506.62
				Fund 604 - ELECTRIC Total:	130,779.33

Fund: 609 - LIQUOR STORE

MN REVENUE	20190514	05/15/2019	SALES TAX - APRIL 2019	609-20202	14,703.00
					14,703.00

Activity: 49751 - Liquor Store

NCPERS MINNESOTA	944600052019	05/06/2019	INSURANCE #844600 - MAY 2	609-49751-133	32.00
RAGE INC - CAMPUS CLEANER	04-011370	04/29/2019	SERVICE - RIVER BEND LIQ	609-49751-211	48.57
AH HERMEL COMPANY	767161	04/29/2019	MERCHANDISE	609-49751-217	110.01
BELLBOY CORP	0069213100	04/22/2019	MERCHANDISE	609-49751-251	669.52
VINOPIA, INC	0231084-IN	04/23/2019	MERCHANDISE	609-49751-251	945.83
BREAKTHRU BEVERAGE MN	1080957809	04/22/2019	MERCHANDISE	609-49751-251	1,145.86
JOHNSON BROS.	1267673	04/22/2019	MERCHANDISE	609-49751-251	2,776.95
JOHNSON BROS.	1273029	04/29/2019	MERCHANDISE	609-49751-251	636.87
SOUTHERN GLAZER'S OF MN	1812017	04/29/2019	MERCHANDISE	609-49751-251	1,699.61
PHILLIPS WINE & SPIRITS	2538692	04/23/2019	MERCHANDISE	609-49751-251	2,384.00
PHILLIPS WINE & SPIRITS	2538693	04/23/2019	MERCHANDISE	609-49751-251	36.00
PHILLIPS WINE & SPIRITS	2542367	04/29/2019	MERCHANDISE	609-49751-251	295.99
PAUSTIS WINE COMPANY	48090	04/29/2019	MERCHANDISE	609-49751-251	862.00
BEVERAGE WHOLESALERS	057299	05/03/2019	MERCHANDISE	609-49751-252	10,794.10
BEVERAGE WHOLESALERS	058077	05/07/2019	MERCHANDISE	609-49751-252	139.00
BEVERAGE WHOLESALERS	058439	05/13/2019	MERCHANDISE	609-49751-252	13,362.85
JOHNSON BROS.	1267675	04/22/2019	MERCHANDISE	609-49751-252	76.80
ARTISAN BEER COMPANY	3338739	04/22/2019	MERCHANDISE	609-49751-252	273.70
ARTISAN BEER COMPANY	3340307	04/29/2019	MERCHANDISE	609-49751-252	124.60

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DOLL DISTRIBUTING, LLC	660285	04/29/2019	MERCHANDISE	609-49751-252	7,224.05
DOLL DISTRIBUTING, LLC	662555	04/29/2019	MERCHANDISE	609-49751-252	328.00
DOLL DISTRIBUTING, LLC	665441	05/03/2019	MERCHANDISE	609-49751-252	12,571.85
VINOCOPIA, INC	0231084-IN	04/23/2019	MERCHANDISE	609-49751-253	328.00
BREAKTHRU BEVERAGE MN	1080957809	04/22/2019	MERCHANDISE	609-49751-253	144.00
JOHNSON BROS.	1267674	04/22/2019	MERCHANDISE	609-49751-253	2,280.82
JOHNSON BROS.	1273030	04/29/2019	MERCHANDISE	609-49751-253	1,435.40
CARLOS CREEK WINERY	17185	05/07/2019	MERCHANDISE	609-49751-253	534.00
SOUTHERN GLAZER'S OF MN	1812018	04/29/2019	MERCHANDISE	609-49751-253	96.00
PHILLIPS WINE & SPIRITS	2538693	04/23/2019	MERCHANDISE	609-49751-253	464.00
VINOCOPIA, INC	0231084-IN	04/23/2019	MERCHANDISE	609-49751-254	120.00
BEVERAGE WHOLESALERS	057299	05/03/2019	MERCHANDISE	609-49751-254	128.00
BREAKTHRU BEVERAGE MN	1080957809	04/22/2019	MERCHANDISE	609-49751-254	30.00
JOHNSON BROS.	1267674	04/22/2019	MERCHANDISE	609-49751-254	37.00
ATLANTIC COCA-COLA	1993144	05/03/2019	MERCHANDISE	609-49751-254	138.40
PHILLIPS WINE & SPIRITS	2538693	04/23/2019	MERCHANDISE	609-49751-254	469.10
PBC - PEPSI BEVERAGES COM	30828559	04/23/2019	MERCHANDISE	609-49751-254	461.91
DOLL DISTRIBUTING, LLC	660285	04/29/2019	MERCHANDISE	609-49751-254	28.00
DOLL DISTRIBUTING, LLC	665441	05/03/2019	MERCHANDISE	609-49751-254	14.00
AH HERMEL COMPANY	767161	04/29/2019	MERCHANDISE	609-49751-254	39.40
ARCTIC GLACIER U.S.A. INC	1948911406	04/29/2019	MERCHANDISE	609-49751-257	99.65
AH HERMEL COMPANY	767161	04/29/2019	MERCHANDISE	609-49751-261	26.66
CLIFTON-LARSON-ALLEN, LLP	2103784	05/08/2019	AUDIT SERVICE	609-49751-301	300.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - MMBA	609-49751-308	125.00
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - LIQUOR	609-49751-322	2.10
JOHN C NELSON	20190430	05/15/2019	2019 MMBA ANNUAL CONF	609-49751-331	233.08
BELLBOY CORP	0069213100	04/22/2019	MERCHANDISE	609-49751-333	18.00
VINOCOPIA, INC	0231084-IN	04/23/2019	MERCHANDISE	609-49751-333	2.50
BREAKTHRU BEVERAGE MN	1080957809	04/22/2019	MERCHANDISE	609-49751-333	23.19
JOHNSON BROS.	1267673	04/22/2019	MERCHANDISE	609-49751-333	71.34
JOHNSON BROS.	1267674	04/22/2019	MERCHANDISE	609-49751-333	109.89
JOHNSON BROS.	1273029	04/29/2019	MERCHANDISE	609-49751-333	12.96
JOHNSON BROS.	1273030	04/29/2019	MERCHANDISE	609-49751-333	61.34
SOUTHERN GLAZER'S OF MN	1812017	04/29/2019	MERCHANDISE	609-49751-333	38.00
SOUTHERN GLAZER'S OF MN	1812018	04/29/2019	MERCHANDISE	609-49751-333	2.05
PHILLIPS WINE & SPIRITS	2538692	04/23/2019	MERCHANDISE	609-49751-333	25.96
PHILLIPS WINE & SPIRITS	2538693	04/23/2019	MERCHANDISE	609-49751-333	24.36
PHILLIPS WINE & SPIRITS	2542367	04/29/2019	MERCHANDISE	609-49751-333	3.48
PAUSTIS WINE COMPANY	48090	04/29/2019	MERCHANDISE	609-49751-333	11.25
AH HERMEL COMPANY	767161	04/29/2019	MERCHANDISE	609-49751-333	4.95
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - MMB L	609-49751-334	460.00
KDOM RADIO	#0229 4-30-19	05/15/2019	ADVERTISING #0229	609-49751-340	696.46
CITIZEN PUBLISHING CO	20190430	05/07/2019	ADVERTISING	609-49751-340	1,060.30
UAC	647826	05/02/2019	ADVERTISING #647826 CUST	609-49751-340	459.95
TOSHIBA FINANCIAL SERVICES	383672953	04/29/2019	COPIER LEASE 4/20 - 5/20	609-49751-404	31.13
MN REVENUE	20190514	05/15/2019	SALES TAX - APRIL 2019	609-49751-460	4.80

Activity 49751 - Liquor Store Total: 67,194.59

Fund 609 - LIQUOR STORE Total: 81,897.59

Fund: 614 - TELECOM

INTERNAL REVENUE SERVICE	20190514	05/14/2019	EXCISE TAX POSTING = MAY 2	614-20201	500.00
INTERNAL REVENUE SERVICE	20190514A	05/14/2019	EXCISE TAX POSTING - APRIL 2	614-20201	415.44
MN REVENUE	20190514	05/15/2019	SALES TAX - APRIL 2019	614-20202	28.92
MN 9-1-1 PROGRAM	20190508	05/15/2019	911 SERVICE - MAY 2019	614-20206	1,201.01
					<u>2,145.37</u>

Activity: 49870 - Telecom

NCPERS MINNESOTA	944600052019	05/06/2019	INSURANCE #844600 - MAY 2	614-49870-133	80.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - MEGAV	614-49870-200	202.50
WEX BANK	58990981	05/15/2019	FUEL - TELECOM	614-49870-212	107.70
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - EBAY C	614-49870-217	282.36

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - FIBER 5	614-49870-227	261.95
FLAGSHOOTER, INC.	190430001	05/08/2019	SUPPLIES	614-49870-227	293.62
POWER & TEL	6669104-00	05/01/2019	SERVICE #04122109JR	614-49870-227	1,771.00
CLIFTON-LARSON-ALLEN, LLP	2103784	05/08/2019	AUDIT SERVICE	614-49870-301	300.00
FINLEY ENGINEERING	07-17796-02	05/15/2019	SERVICE - PROJ: KONECHNE	614-49870-303	110.00
SCHRAMMEL LAW OFFICE	20190501	05/08/2019	SERVICE	614-49870-304	225.00
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - TELECO	614-49870-322	53.90
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - TELECO	614-49870-322	199.81
DELL EMC	10312883280	05/07/2019	NETWORK SERVER SUPPORT	614-49870-326	248.38
NEUSTAR, INC.	L-0000028296	05/15/2019	#10202 - INV #L-0000028296	614-49870-326	9.75
KDOM RADIO	#0073 4-30-19	05/08/2019	ADVERTISING - #0073	614-49870-340	100.98
LEAGUE OF MN CITIES INS TR	#10002745 5-6-19	05/15/2019	#10002745 WORKERS COMP	614-49870-364	164.07
TOSHIBA FINANCIAL SERVICES	383672953	04/29/2019	COPIER LEASE 4/20 - 5/20	614-49870-404	46.69
ADVANTAGE COLLECTION PR	#3796 5-1-19	05/08/2019	SERVICE #3796	614-49870-432	62.49
CENTURY LINK	474948	04/19/2019	MN-COWM - 72	614-49870-441	161.36
CENTURY LINK	724210SD-D-19107	04/29/2019	CABS #514210SDD3	614-49870-441	51.00
INDEPENDENT COMMUNICAT	20190430	05/14/2019	SUBSCRIBER	614-49870-442	1,946.35
CBS TELEVISION STATIONS	20190430	05/14/2019	SUBSCRIBER	614-49870-442	2,720.20
TEGNA	243503	05/15/2019	SUBSCRIBER	614-49870-442	3,423.00
FOX TELEVISION STATIONS, IN	244206	05/14/2019	SUBSCRIBER	614-49870-442	2,316.86
ARVIG ENTERPRISES, INC	290684	05/08/2019	HEADEND SERVICES #104725	614-49870-442	477.00
CONFLUENT TECHNOLOGY GR	5706175242R	05/01/2019	CAV HEADEND EG REPAIR	614-49870-442	504.55
CONFLUENT TECHNOLOGY GR	5717175339R	05/01/2019	CATV HEADEND -REPAIR	614-49870-442	225.00
SHOWTIME NETWORKS INC	9002731-0119	05/06/2019	SUBSCRIBER	614-49870-442	250.60
FOX SPORTS	P95320	05/14/2019	SUBSCRIBER	614-49870-442	8,423.04
BTN - BIG TEN NETWORK	P97883	05/14/2019	SUBSCRIBER	614-49870-442	1,771.92
E-911 - INDEPENDENT EMERG	#10143 5-1-19	05/08/2019	MONTHLY 911 SERVICE #100-	614-49870-445	40.00
WOODSTOCK COMMUNICATI	10102809	05/08/2019	SPECIAL ACCESS CIRCUITS	614-49870-445	205.10
ONVOY, LLC dba INTELIGENT	190502008508	05/08/2019	SERVICE - SS7 #00155560026	614-49870-445	1,353.30
ZAYO GROUP, LLC	2019050027696	05/08/2019	TRANSPORT #027696	614-49870-447	1,950.00
MANKATO NETWORKS, LLC	388538	05/08/2019	SERVICE	614-49870-447	911.89
HURRICANE ELECTRIC LLC	98307208-IN	05/08/2019	#98307208-IN 10 GB INTERNE	614-49870-447	1,800.00
HURRICANE ELECTRIC LLC	98307208-IN	05/08/2019	#98307208-IN 10 GB INTERNE	614-49870-447	2,300.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - DREAM	614-49870-448	139.00
GOLDEN WEST TECH & INT SO	190410283	05/08/2019	SERVICE #A3790	614-49870-448	18.65
JORDAN BUSSA	20190515	05/15/2019	EXPENSE - INTERNET	614-49870-448	174.00
ONVOY, LLC dba INTELIGENT	190502009045	05/08/2019	SWITCHING SERVICE #001553	614-49870-451	2,969.05
ZAYO GROUP, LLC	2019050002376	05/08/2019	TRANSPORT #114184-002376	614-49870-451	869.61
MN REVENUE	20190514	05/15/2019	SALES TAX - APRIL 2019	614-49870-460	34.68

Activity 49870 - Telecom Total: 39,556.36

Fund 614 - TELECOM Total: 41,701.73

Fund: 615 - ARENA

Activity: 49850 - Arena

NCPERS MINNESOTA	944600052019	05/06/2019	INSURANCE #844600 - MAY 2	615-49850-133	32.00
WEX BANK	58990981	05/15/2019	FUEL - ARENA	615-49850-212	46.92
TOSHIBA FINANCIAL SERVICES	383672953	04/29/2019	COPIER LEASE 4/20 - 5/20	615-49850-217	28.02
SCHRAMMEL LAW OFFICE	20190501	05/08/2019	SERVICE	615-49850-304	450.00
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - ARENA	615-49850-322	6.24
DELL EMC	10312883280	05/07/2019	NETWORK SERVER SUPPORT	615-49850-326	165.59
WINDOM AREA SCHOOLS	2125	05/08/2019	COMM ED BOOK - SUMMER 2	615-49850-340	440.00
DICKS WELDING INC	20190430	05/08/2019	REPAIRS / MAINTENANCE	615-49850-404	36.89
MN REVENUE	20190514	05/15/2019	SALES TAX - APRIL 2019	615-49850-460	13.00

Activity 49850 - Arena Total: 1,218.66

Fund 615 - ARENA Total: 1,218.66

Fund: 617 - M/P CENTER

MN REVENUE	20190514	05/15/2019	SALES TAX - APRIL 2019	617-20202	55.35
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55.35

Activity: 49860 - M/P Center

NCPERS MINNESOTA	944600052019	05/06/2019	INSURANCE #844600 - MAY 2	617-49860-133	32.00
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Expense Approval Report

Payment Dates: 05/04/2019 - 05/16/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - RUNNI	617-49860-200	29.05
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - AMAZ	617-49860-200	290.67
COLE PAPERS INC.	9538107	04/29/2019	SUPPLIES #84948800	617-49860-211	470.44
WEX BANK	58990981	05/15/2019	FUEL - MP	617-49860-212	75.14
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - KRAFT	617-49860-217	119.00
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - AMAZ	617-49860-217	1,358.10
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - KRAFT	617-49860-217	499.99
RIVER BEND LIQUOR	20190515	05/15/2019	COMM CENTER	617-49860-251	1,783.70
RIVER BEND LIQUOR	20190515	05/15/2019	COMM CENTER	617-49860-252	1,243.27
US BANK	#8263 4-22-19	05/08/2019	CREDIT CARD #8263 - HY VEE	617-49860-254	162.99
RIVER BEND LIQUOR	20190515	05/15/2019	COMM CENTER	617-49860-254	27.58
CMRS - TMS #256704	#256704 5-8-19	05/08/2019	POSTAGE #256704 - M/P	617-49860-322	34.66
KDOM RADIO	#0563 4-30-19	05/15/2019	ADVERTISING #0563	617-49860-340	192.78
CITIZEN PUBLISHING CO	20190430	05/07/2019	ADVERTISING	617-49860-340	454.00
RUSHMORE INDUSTRIES, INC	16489	05/15/2019	SERVICE	617-49860-402	9.10
TOSHIBA FINANCIAL SERVICES	383672953	04/29/2019	COPIER LEASE 4/20 - 5/20	617-49860-404	60.00
TOSHIBA FINANCIAL SERVICES	383672953	04/29/2019	COPIER LEASE 4/20 - 5/20	617-49860-404	15.57
MASTERS STONE & LANDSCA	20190509	05/15/2019	SERVICE AT COMM CENTER	617-49860-406	680.70
MN REVENUE	20190514	05/15/2019	SALES TAX - APRIL 2019	617-49860-460	902.65
BLUE CROSS/BLUE SHIELD	190502068749	05/08/2019	INSURANCE PREM- JUNE 201	617-49860-480	596.50

Activity 49860 - M/P Center Total: 9,037.89

Fund 617 - M/P CENTER Total: 9,093.24

Fund: 700 - PAYROLL

Internal Revenue Service-Payr	INV0001592	05/10/2019	Federal Tax Withholding	700-21701	9,479.36
MN Department of Revenue -	INV0001593	05/10/2019	State Withholding	700-21702	4,792.41
Internal Revenue Service-Payr	INV0001592	05/10/2019	Social Security	700-21703	12,400.58
MN Pera	INV0001589	05/10/2019	PERA	700-21704	20.00
MN Pera	INV0001589	05/10/2019	PERA	700-21704	940.60
MN Pera	INV0001589	05/10/2019	PERA	700-21704	13,446.94
MN Pera	INV0001589	05/10/2019	PERA	700-21704	6,642.74
MN State Deferred	INV0001590	05/10/2019	Deferred Roth	700-21705	535.00
MN State Deferred	INV0001590	05/10/2019	Deferred Compensation	700-21705	6,577.28
BLUE CROSS/BLUE SHIELD	190502068749	05/08/2019	INSURANCE PREM- JUNE 201	700-21706	52,809.50
MN CHILD SUPPORT PAYMEN	INV0001591	05/10/2019	Child Support Payment	700-21709	113.52
Internal Revenue Service-Payr	INV0001592	05/10/2019	Medicare Withholding	700-21711	3,553.20
FURTHER (Select Account)	39030141	05/08/2019	FLEX SPENDING	700-21712	63.49
FURTHER (Select Account)	39033768	05/14/2019	FLEX SPENDING	700-21712	1,001.57
NCPERS MINNESOTA	944600052019	05/06/2019	INSURANCE #844600 - MAY 2	700-21718	16.00
NCPERS MINNESOTA	944600052019	05/06/2019	INSURANCE #844600 - MAY 2	700-21718	16.00
MII LIFE	20190514	05/15/2019	VEBA - MAY 2019	700-21720	11,875.15
MII LIFE	20190514	05/15/2019	VEBA - MAY 2019	700-21720	104.17
MII LIFE	20190514	05/15/2019	VEBA - MAY 2019	700-21722	2,812.54
FURTHER (Select Account)	INV0001588	05/10/2019	HSA Employee Contribution	700-21723	360.23

127,560.28

Fund 700 - PAYROLL Total: 127,560.28

Grand Total: 516,946.23

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	55,930.66
211 - LIBRARY	6,847.94
225 - AIRPORT	13,908.70
230 - POOL	268.87
235 - AMBULANCE	7,017.86
250 - EDA GENERAL	7,503.56
254 - NORTH IND PARK	14,000.00
307 - 2017 STREET PROJECT	720.00
401 - GENERAL CAPITAL PROJECTS	15.32
406 - PIR	227.25
601 - WATER	5,245.91
602 - SEWER	13,009.33
604 - ELECTRIC	130,779.33
609 - LIQUOR STORE	81,897.59
614 - TELECOM	41,701.73
615 - ARENA	1,218.66
617 - M/P CENTER	9,093.24
700 - PAYROLL	127,560.28
Grand Total:	516,946.23

Account Summary

Account Number	Account Name	Payment Amount
100-20191	Unapplied Cash	106.06
100-20202	Sales Tax Payable	24,048.29
100-41110-304	Legal Fees	435.00
100-41110-350	Printing & Design	160.05
100-41110-491	Payments to Other Orga	587.69
100-41310-133	Employer Paid Insurance	80.00
100-41310-200	Office Supplies	45.05
100-41310-217	Other Operating Supplie	31.13
100-41310-301	Auditing & Consulting Se	230.00
100-41310-308	Training & Registrations	520.00
100-41310-322	Postage	355.63
100-41310-326	Data Processing	175.59
100-41310-331	Travel Expense	352.06
100-41310-334	Meals/Lodging	299.99
100-41310-433	Dues & Subscriptions	45.00
100-41310-480	Other Miscellaneous	596.50
100-41910-133	Employer Paid Insurance	24.00
100-41910-200	Office Supplies	5.24
100-41910-304	Legal Fees	510.00
100-41910-308	Training & Registrations	85.00
100-41910-322	Postage	13.06
100-41940-409	Repairs & Maint - Utilitie	165.54
100-42120-133	Employer Paid Insurance	144.00
100-42120-200	Office Supplies	120.40
100-42120-212	Motor Fuels	1,733.82
100-42120-218	Uniforms	2,233.30
100-42120-304	Legal Fees	4,287.50
100-42120-305	Medical & Dental Fees	617.99
100-42120-308	Training & Registrations	425.00
100-42120-321	Telephone	-0.45
100-42120-322	Postage	2.41
100-42120-323	Radio Units	1,998.84
100-42120-326	Data Processing	129.96
100-42120-327	Interpretation Fees	14.28
100-42120-331	Travel Expense	188.16

Account Summary

Account Number	Account Name	Payment Amount
100-42120-334	Meals/Lodging	696.14
100-42120-350	Printing & Design	35.49
100-42120-364	Insurance - Worker's Co	267.49
100-42120-404	Repairs & Maint - M&E	921.43
100-42120-405	Repairs & Maint - Vehicl	84.12
100-42120-412	Rentals - Building	1,925.00
100-42120-433	Dues & Subscriptions	90.00
100-42120-480	Other Miscellaneous	682.01
100-42220-211	Cleaning Supplies	290.08
100-42220-212	Motor Fuels	218.12
100-42220-215	Materials & Equipment	98.50
100-42220-218	Uniforms	59.00
100-42220-321	Telephone	-0.11
100-42220-322	Postage	8.86
100-42220-404	Repairs & Maint - M&E	79.85
100-42500-381	Electric Utility	762.00
100-42700-300	Charges for Services	113.00
100-43100-133	Employer Paid Insurance	80.00
100-43100-212	Motor Fuels	1,666.27
100-43100-217	Other Operating Supplie	100.00
100-43100-308	Training & Registrations	125.72
100-43100-322	Postage	13.11
100-43100-323	Radio Units	819.12
100-43100-326	Data Processing	165.59
100-43100-350	Printing & Design	355.88
100-43100-364	Insurance - Worker's Co	267.68
100-43100-384	Refuse Disposal	439.63
100-43100-401	Repairs & Maint - Buildi	1,890.42
100-43100-405	Repairs & Maint - Vehicl	83.25
100-43100-480	Other Miscellaneous	596.50
100-43210-340	Advertising & Promotion	121.20
100-43210-480	Other Miscellaneous	6.95
100-45120-217	Other Operating Supplie	15.57
100-45120-340	Advertising & Promotion	359.34
100-45202-133	Employer Paid Insurance	16.00
100-45202-212	Motor Fuels	340.61
100-45202-217	Other Operating Supplie	168.21
100-45202-340	Advertising & Promotion	132.09
100-45202-402	Repairs & Maint - Struct	436.48
100-45202-406	Repairs & Maint - Groun	633.97
211-45501-133	Employer Paid Insurance	16.00
211-45501-200	Office Supplies	289.26
211-45501-217	Other Operating Supplie	7.78
211-45501-402	Repairs & Maint - Struct	349.68
211-45501-433	Dues & Subscriptions	224.95
211-45501-435	Books and Pamphlets	1,872.27
211-49950-500	Capital Outlay	4,088.00
225-45127-200	Office Supplies	29.00
225-45127-217	Other Operating Supplie	3.83
225-45127-264	Merchandise For Resale	12,750.15
225-45127-381	Electric Utility	663.07
225-45127-409	Repairs & Maint - Utilitie	462.65
230-45124-217	Other Operating Supplie	7.78
230-45124-350	Printing & Design	132.09
230-45124-460	Miscellaneous Taxes	129.00
235-42153-212	Motor Fuels	1,844.04
235-42153-217	Other Operating Supplie	930.40
235-42153-312	Nursing	2,365.38

Account Summary

Account Number	Account Name	Payment Amount
235-42153-321	Telephone	81.63
235-42153-322	Postage	4.93
235-42153-327	Interpretation Fees	34.00
235-42153-334	Meals/Lodging	294.10
235-42153-364	Insurance - Worker's Co	500.00
235-42153-406	Repairs & Maint - Groun	193.38
235-42153-480	Other Miscellaneous	770.00
250-46520-133	Employer Paid Insurance	24.00
250-46520-200	Office Supplies	5.24
250-46520-304	Legal Fees	390.00
250-46520-322	Postage	134.75
250-46520-331	Travel Expense	35.38
250-46520-340	Advertising & Promotion	312.50
250-46520-350	Printing & Design	79.50
250-46520-381	Electric Utility	14.00
250-46520-438	Meeting Expense	16.94
250-46520-439	Special Projects	3,131.25
250-49980-602	Other Long-Term Obliga	2,359.30
250-49980-612	Other Interest	1,000.70
254-49950-500	Capital Outlay	14,000.00
307-41000-304	Legal Fees	720.00
401-49950-509	Capital Outlay - Administ	15.32
406-41000-480	Other Miscellaneous	227.25
601-49400-133	Employer Paid Insurance	32.00
601-49400-200	Office Supplies	257.45
601-49400-212	Motor Fuels	259.69
601-49400-216	Chemicals and Chemical	299.50
601-49400-217	Other Operating Supplie	15.00
601-49400-301	Auditing & Consulting Se	300.00
601-49400-322	Postage	54.43
601-49400-326	Data Processing	248.38
601-49400-364	Insurance - Worker's Co	70.00
601-49400-381	Electric Utility	33.00
601-49400-404	Repairs & Maint - M&E	3,676.46
602-16200	Buildings	6,302.80
602-49450-133	Employer Paid Insurance	64.00
602-49450-200	Office Supplies	312.40
602-49450-212	Motor Fuels	379.02
602-49450-216	Chemicals and Chemical	749.50
602-49450-217	Other Operating Supplie	75.00
602-49450-241	Small Tools	4.05
602-49450-301	Auditing & Consulting Se	300.00
602-49450-308	Training & Registrations	60.00
602-49450-310	Lab Testing	1,182.80
602-49450-322	Postage	53.91
602-49450-326	Data Processing	248.38
602-49450-331	Travel Expense	67.28
602-49450-364	Insurance - Worker's Co	99.95
602-49450-404	Repairs & Maint - M&E	2,026.59
602-49450-408	Repairs & Maint - Distrib	1,037.65
602-49450-620	Bond Issue	46.00
604-14200	Inventory	91.50
604-16300	Improvements Other Th	1,583.25
604-20202	Sales Tax Payable	37.84
604-22000	Prepayments	1,560.12
604-49550-133	Employer Paid Insurance	96.00
604-49550-200	Office Supplies	778.04
604-49550-211	Cleaning Supplies	183.82

Account Summary

Account Number	Account Name	Payment Amount
604-49550-212	Motor Fuels	494.73
604-49550-218	Uniforms	474.35
604-49550-263	Merchandise for Resale -	59,291.37
604-49550-301	Auditing & Consulting Se	300.00
604-49550-304	Legal Fees	615.00
604-49550-310	Lab Testing	659.00
604-49550-322	Postage	58.37
604-49550-325	Dispatching	45.00
604-49550-326	Data Processing	248.38
604-49550-331	Travel Expense	86.42
604-49550-334	Meals/Lodging	46.58
604-49550-340	Advertising & Promotion	506.20
604-49550-364	Insurance - Worker's Co	183.81
604-49550-402	Repairs & Maint - Struct	135.15
604-49550-404	Repairs & Maint - M&E	357.27
604-49550-405	Repairs & Maint - Vehicl	562.86
604-49550-406	Repairs & Maint - Groun	184.60
604-49550-408	Repairs & Maint - Distrib	2,097.85
604-49550-410	Repairs & Maint - Gener	50,250.00
604-49550-411	Repairs & Maint - Sub St	3,750.00
604-49550-413	Repairs & Maint - Trans	3,750.00
604-49550-460	Miscellaneous Taxes	100.47
604-49550-463	Obsolete Inventory	220.74
604-49550-480	Other Miscellaneous	2,030.61
609-20202	Sales Tax Payable	14,703.00
609-49751-133	Employer Paid Insurance	32.00
609-49751-211	Cleaning Supplies	48.57
609-49751-217	Other Operating Supplie	110.01
609-49751-251	Liquor	11,452.63
609-49751-252	Beer	44,894.95
609-49751-253	Wine	5,282.22
609-49751-254	Soft Drinks & Mix	1,465.81
609-49751-257	Ice	99.65
609-49751-261	Other Merchandise	26.66
609-49751-301	Auditing & Consulting Se	300.00
609-49751-308	Training & Registrations	125.00
609-49751-322	Postage	2.10
609-49751-331	Travel Expense	233.08
609-49751-333	Freight and Express	409.27
609-49751-334	Meals/Lodging	460.00
609-49751-340	Advertising & Promotion	2,216.71
609-49751-404	Repairs & Maint - M&E	31.13
609-49751-460	Miscellaneous Taxes	4.80
614-20201	Excise Tax Payable	915.44
614-20202	Sales Tax Payable	28.92
614-20206	911 TAP & TACIP Fees Cl	1,201.01
614-49870-133	Employer Paid Insurance	80.00
614-49870-200	Office Supplies	202.50
614-49870-212	Motor Fuels	107.70
614-49870-217	Other Operating Supplie	282.36
614-49870-227	Utility System Maint Sup	2,326.57
614-49870-301	Auditing & Consulting Se	300.00
614-49870-303	Engineering and Surveyi	110.00
614-49870-304	Legal Fees	225.00
614-49870-322	Postage	253.71
614-49870-326	Data Processing	258.13
614-49870-340	Advertising & Promotion	100.98
614-49870-364	Insurance - Worker's Co	164.07

Account Summary

Account Number	Account Name	Payment Amount
614-49870-404	Repairs & Maint - M&E	46.69
614-49870-432	Uncollectible	62.49
614-49870-441	Transmission Fees	212.36
614-49870-442	Subscriber Fees	22,058.52
614-49870-445	Switch Fees	1,598.40
614-49870-447	Internet Expense	6,961.89
614-49870-448	On-Call Support	331.65
614-49870-451	Call Completion	3,838.66
614-49870-460	Miscellaneous Taxes	34.68
615-49850-133	Employer Paid Insurance	32.00
615-49850-212	Motor Fuels	46.92
615-49850-217	Other Operating Supplie	28.02
615-49850-304	Legal Fees	450.00
615-49850-322	Postage	6.24
615-49850-326	Data Processing	165.59
615-49850-340	Advertising & Promotion	440.00
615-49850-404	Repairs & Maint - M&E	36.89
615-49850-460	Miscellaneous Taxes	13.00
617-20202	Sales Tax Payable	55.35
617-49860-133	Employer Paid Insurance	32.00
617-49860-200	Office Supplies	319.72
617-49860-211	Cleaning Supplies	470.44
617-49860-212	Motor Fuels	75.14
617-49860-217	Other Operating Supplie	1,977.09
617-49860-251	Liquor	1,783.70
617-49860-252	Beer	1,243.27
617-49860-254	Soft Drinks & Mix	190.57
617-49860-322	Postage	34.66
617-49860-340	Advertising & Promotion	646.78
617-49860-402	Repairs & Maint - Struct	9.10
617-49860-404	Repairs & Maint - M&E	75.57
617-49860-406	Repairs & Maint - Groun	680.70
617-49860-460	Miscellaneous Taxes	902.65
617-49860-480	Other Miscellaneous	596.50
700-21701	Federal Withholding	9,479.36
700-21702	State Withholding	4,792.41
700-21703	FICA Tax Withholding	12,400.58
700-21704	PERA Contributions	21,050.28
700-21705	Retirement	7,112.28
700-21706	Medical Insurance	52,809.50
700-21709	Wage Levy	113.52
700-21711	Medicare Tax Withholdi	3,553.20
700-21712	Flex Account	1,065.06
700-21718	Individual Insurance-NC	32.00
700-21720	VEBA Contributions	11,979.32
700-21722	HSA Contribution	2,812.54
700-21723	HSA Employee Contribu	360.23
	Grand Total:	516,946.23

Project Account Summary

Project Account Key	Payment Amount
None	516,946.23
Grand Total:	516,946.23

CA
5-15-19

RESOLUTION #2019-

INTRODUCED:

SECONDED:

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

City of Windom 2019 EMS Week Proclamation

WHEREAS, emergency medical services are vital public services; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, 7 days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system has grown to fill a gap by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out-of-hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council in recognition of this event with the theme, *EMS Strong: Stronger Together*, does hereby proclaim the week of May 19-25, 2019, as

EMERGENCY MEDICAL SERVICES WEEK.

The Mayor and City Council encourage the community to observe this week with a sincere "Thank You" to all our dedicated Emergency Medical Services members.

Adopted by the Council this 21st day of May, 2019.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

ACTION ITEM



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

TO: City Council
FROM: Steve Nasby, City Administrator *Steve*
DATE: May 16, 2019
RE: Request for Proposals (RFPs) – Development of Real Property
DEPT: Administration
CONTACT: Steve Nasby: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Review and select a preferred developer for a multi-family housing project to be located south of the Community Center on the overflow parking lot.

Issue Summary/Background

The City Council directed staff to develop and disseminate a Request for Proposals (RFPs) for the potential development of the overflow parking lot. The RFP document was revised by the City Council on May 7, 2019 and then distributed to interested parties and placed upon the City's website.

A total of three RFPs were returned for the City Council's review and consideration. These proposals describe how the developer will meet the goals identified for the construction of multi-family housing. A list of goals and criteria for selection were listed in the RFP (a summary of these goals and criteria are attached). This document may also be used by the City Council to help evaluate the proposals.

At this meeting, May 21, 2019, the City Council will be hearing from the developers who submitted proposals. If you have follow-up questions or need additional information this will be an opportunity to discuss these with the developers.

Fiscal Impact

If a preferred developer is selected the City staff would begin discussions with that developer to draft a Development Agreement which outlines any financial assistance which will be at a future date and also require action by the City Council. As such, the action for selecting a preferred developer will not have a direct financial impact at this time.

Attachments

1. None

Multi-family Request for Proposals (RFP) Ranking Summary

_____ (project name)

Project Goals:

- Multi-family apartment building
- At Least 30 Units (one or more buildings)
- Quality of architecture and building materials important
- Amenities (e.g. Community room, security system, elevator, garages, exercise room, outdoor area, etc.)
- Market-rate rental housing secured through a land covenant for a minimum of 20 years
- Pedestrian connections to recreational amenities
- Site Planning to minimize impact to existing uses
- Encouragement for utilization of Windomnet's fiber to the home system (Giga Building)

Evaluation Criteria:

1. Compliance with Submittal Requirements, as specified.
2. Developer experience and capabilities.
3. As assessment of how the Project meets the City's goals as identified herein.
4. Market and economic viability of the proposal.
5. Long-term fiscal benefit to the City.
6. Amount of requested financial assistance from the City relative to Project cost.
7. Compliance with all applicable federal, state and local laws, rules, regulations and policies.
8. Project completion by December 1, 2020.

ORDINANCE NO. 178, 2ND SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA, REMOVING CERTAIN EXISTING SECTIONS OF THE CITY CHARTER AND ADOPTING REVISED SECTIONS OF THE CITY CHARTER

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

WHEREAS, the original City Charter was formally adopted March 21, 1949, and the existing City Charter was adopted effective on June 20, 1984, and as amended; and

WHEREAS, in 2019, the Charter Commission, composed of Windom residents appointed by the Windom City Council and Order of Appointment by the Fifth Judicial District Court of Cottonwood County, dated March 21, 2018, researched the existing City Charter and suggested potential revisions to amend the existing Charter; and

WHEREAS, the proposed Windom City Charter Amendments have been posted on the City's website and have also been available for review by the public at the Windom City Office; and

WHEREAS, the City Council called for a public hearing on the proposed amendments to the Windom City Charter for the City Council Meeting to be held on April 16, 2019; and

WHEREAS, the public hearing has been held and all relevant public input has been considered, and the City Council now proceeds to formal action on the proposed amendments to the Windom Charter.

NOW, THEREFORE, THE CITY OF WINDOM, MINNESOTA, HEREBY AMENDS THE CITY CHARTER OF THE CITY OF WINDOM BY:

Removing in their entirety the existing City Charter Sections 1.02, 2.05, 2.06, 3.08, 5.01, 5.02 and 11.08 and replacing those sections with the following:

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 5th 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 5th 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 a vacancy occurs, 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.

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. 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 duly 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. 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, 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.

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

THE EXISTING CITY CHARTER EFFECTIVE ON JUNE 20, 1984, AND AS AMENDED BY THE WINDOM CITY COUNCIL, IS HEREBY AMENDED EFFECTIVE AUGUST 30, 2019.

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

This ordinance, or an approved Title and Summary of this ordinance, shall be published in the COTTONWOOD COUNTY CITIZEN. There shall be a 90-day waiting period following adoption of this ordinance and publication of this ordinance, or an approved Title and Summary of this ordinance, which begins May 29, 2019. If no citizen petition opposing the proposed amendments is received during the 90-day waiting period, this ordinance shall become effective on August 30, 2019.

ADOPTED AND PASSED by the City Council of the City of Windom, Minnesota, this 21st day of May, 2019.

Dominic Jones, Mayor

ATTEST:

Steven Nasby, City Administrator

1st Reading: May 7, 2019
2nd Reading: May 21, 2019
Adoption: May 21, 2019
Published: May 29, 2019
Effective: August 30, 2019

ORDINANCE NO. 179, 2ND SERIES

**AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA,
APPROVING THE SALE OF CITY-OWNED REAL ESTATE**

THE CITY COUNCIL OF THE CITY OF WINDOM ORDAINS:

WHEREAS, the City of Windom, Minnesota, owns the following described “Real Estate”:

LOT 2, BLOCK 1, WINDOM INDUSTRIAL PARK SUBDIVISION TO THE CITY OF WINDOM, COTTONWOOD COUNTY, MINNESOTA, (“Real Estate”) Parcel #25-839-0015; and

WHEREAS, the City of Windom is seeking responses from private developers to a Request for Proposals for the purpose of constructing a market-rate multi-family housing project on the Real Estate (hereinafter “the Project”); and

WHEREAS, the responses from the private developers (“Respondents”) shall also contain the Respondents’ proposals for the Project and the purchase of this Real Estate; and if approved, will result in a binding contract with the terms and conditions covering the sale of this Real Estate with the City of Windom; and

WHEREAS, Section 8.02, “Sale of Real Property” of the Charter for the City of Windom states: No real property of the City shall be disposed of except by ordinance; and

WHEREAS, the City Council of the City of Windom, after review of the responses to the Request for Proposals and public input, will determine which Respondent’s proposal will be selected for the Project and approve the terms of the sale of the Real Estate to the selected Respondent, which terms shall be in the best interests of the City of Windom and its citizens.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, APPROVES AND ORDAINS:

THE PROPERTY DESCRIBED AS LOT 2, BLOCK 1, WINDOM INDUSTRIAL PARK SUBDIVISION TO THE CITY OF WINDOM, COTTONWOOD COUNTY, MINNESOTA, (the “Real Estate”), Parcel #25-839-0015, shall be sold to the private developer whose response to the Request for Proposals is selected for the Project. The name of the private developer submitting the selected proposal and the terms of sale will be incorporated into a Revised Ordinance No. 179, 2nd Series to be submitted to the City Council on May 21, 2019.

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

EFFECTIVE DATE: This ordinance, or an approved Title and Summary of this ordinance, shall be published in the COTTONWOOD COUNTY CITIZEN; and this ordinance shall be in full force and effect immediately upon publication.

ADOPTED AND PASSED by the City Council of the City of Windom, Minnesota, this 21st day of May, 2019.

Dominic Jones, Mayor

ATTEST:

Steven Nasby, City Administrator

1st Reading: May 7, 2019
2nd Reading: May 21, 2019
Adoption: May 21, 2019
Published: May 29, 2019

RESOLUTION #2019-

INTRODUCED:

SECONDED:

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

**AUTHORIZATION TO ACCEPT A DONATION FROM
POET BIOREFINING
FOR THE WINDOM FIRE DEPARTMENT**

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

WHEREAS, Poet Biorefining is a supporter of the City of Windom and the Windom Fire Department; and

WHEREAS, the Windom Fire Department has received a donation from Poet Biorefining for a rescue auger and a Dewalt drill with a retail value of \$1,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the donation of a rescue auger and a Dewalt drill valued at \$1,000.00 from Poet Biorefining for use by the Windom Fire Department.

Adopted by the Council this 21st day of May, 2019.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

May 8, 2019

Ms. Chelsie Carlson
Finance Director/Controller
City of Windom
444 9th Street
Windom, MN 56101

Re: Engagement Letter for GASB 67/68 Actuarial Services

Dear Chelsie:

Thank you for this opportunity to provide GASB 67/68 pension actuarial services to the Windom Fire Relief Association and the City of Windom. This letter documents the services we will provide for the Relief Association's pension plan and our fees for those services.

Scope of the Engagement

Governmental Accounting Standards Board (GASB) statements 67 and 68 affect the financial statements of Volunteer Fire Relief Associations (VFRAs) and their sponsoring cities. In order to fully comply with these accounting requirements, pension liabilities must be measured according to GASB rules which are significantly different than Minnesota funding statutes.

We will perform the following services, as chosen by the City and Relief Association:

1. FY2019 GASB 67/68 "Full" Actuarial Valuation:

For FY2019, we will prepare a GASB 67/68 actuarial valuation report for the Relief Association and the City's financial statements.

2. FY2020 GASB 67/68 "Off Year" Valuation:

FY2020 is an "off year" between full biennial valuations, so the results will be based on an estimated Total Pension Liability "rolled forward" from the previous valuation.

Note that a full actuarial valuation may be required two years in a row if there are significant changes like plan amendments or large investment gains/losses.

3. Future GASB 67/68 Actuarial Reports

Future 2-year reporting cycles will include a full actuarial report and an "off-year" report that contain both GASB 67 and 68 information for the Relief Association and the City.

4. Other

We will prepare other actuarial and consulting projects requested by you from time to time such as attending meetings, presentations, and miscellaneous consulting.

Fees and Hourly Billing Rates

The fees for the services described above are outlined below.

FY2020 GASB 67/68 "off year" report (if no significant changes)	1,300

Each year also includes up to one hour of free consulting to review the reports with you over the phone. Future actuarial reports will be priced according to a similar schedule.

This fee quote depends on receiving the census data, asset reconciliation and investment mix in our prescribed format.

We are pleased to provide additional consulting services or changes in valuation scope upon request. Additional fees for such requests will be agreed upon by both parties prior to commencement.

Out-of-scope projects are within the City's and Relief Association's control, and time for them will be billed at our normal hourly rates. For 2019, our hourly rates are \$135 to \$195 for actuarial analysts and \$235 to 335 for consulting actuaries. Out-of-scope projects include time spent on:

- meetings and preparation,
- significant changes in your plan, accounting or funding arrangements,
- cleanup of inaccurate data or data not provided in the form requested, and
- follow-up for information not provided within 45 days of our first request.

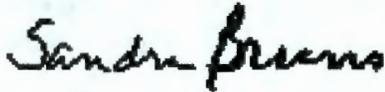
We will notify you if any out-of-scope fees are to apply, and will be happy to estimate fees for additional projects as requested. Out-of-pocket expenses will be passed on to you without markup. Travel time, if it occurs, is billed at 50% of our normal rates.

You have the right to terminate our services at any time, subject to payment of accrued charges for work we have done through the date we receive notice. We will have the same right of termination (including termination for non-payment of fees and expenses), subject to our obligation to give you reasonable notice.

Acknowledgement and Consent

We trust that this letter satisfactorily outlines our services and fees. If you have any questions, please feel free to contact us. Thank you again for choosing Van Iwaarden Associates to assist you with this project.

Sincerely,



Sandra L Bruns, FSA, EA
Consulting Actuary

The undersigned authorized representative of the City of Windom and the Windom Fire Department Relief Association has read this letter from Van Iwaarden Associates, understands its contents, and agrees on behalf of the City and the Relief Association to the terms, conditions and fees set forth above.

Date: _____, 2018 By _____

Title _____

ACTION ITEM



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

TO: City Council
FROM: Brian Cooley, Street and Parks Superintendent
DATE: May 17, 2019
RE: **RiverFest Street Closure Requests**
DEPT: Street Department
CONTACT: Brian.Cooley@windommn.com

Recommendations/Options/Action Requested

I would like to request City Council approval regarding the following requests for closure of streets during events that will be held for RiverFest.

- Saturday, June 8, 2019
 - Parade - Route (please refer to attached map)
 - Downtown Events
 - 9th Street between 4th Avenue and 3rd Avenue
 - 4th Avenue between 9th & 10th Street
- Sunday, June 9, 2019
 - Kars & Trux Show - Close the entrance and exit to Tegels Park - from 9:00 am until 2:00 pm.

Issue Summary/Background

The Street Department will provide and pick up the barricades for the street closures.

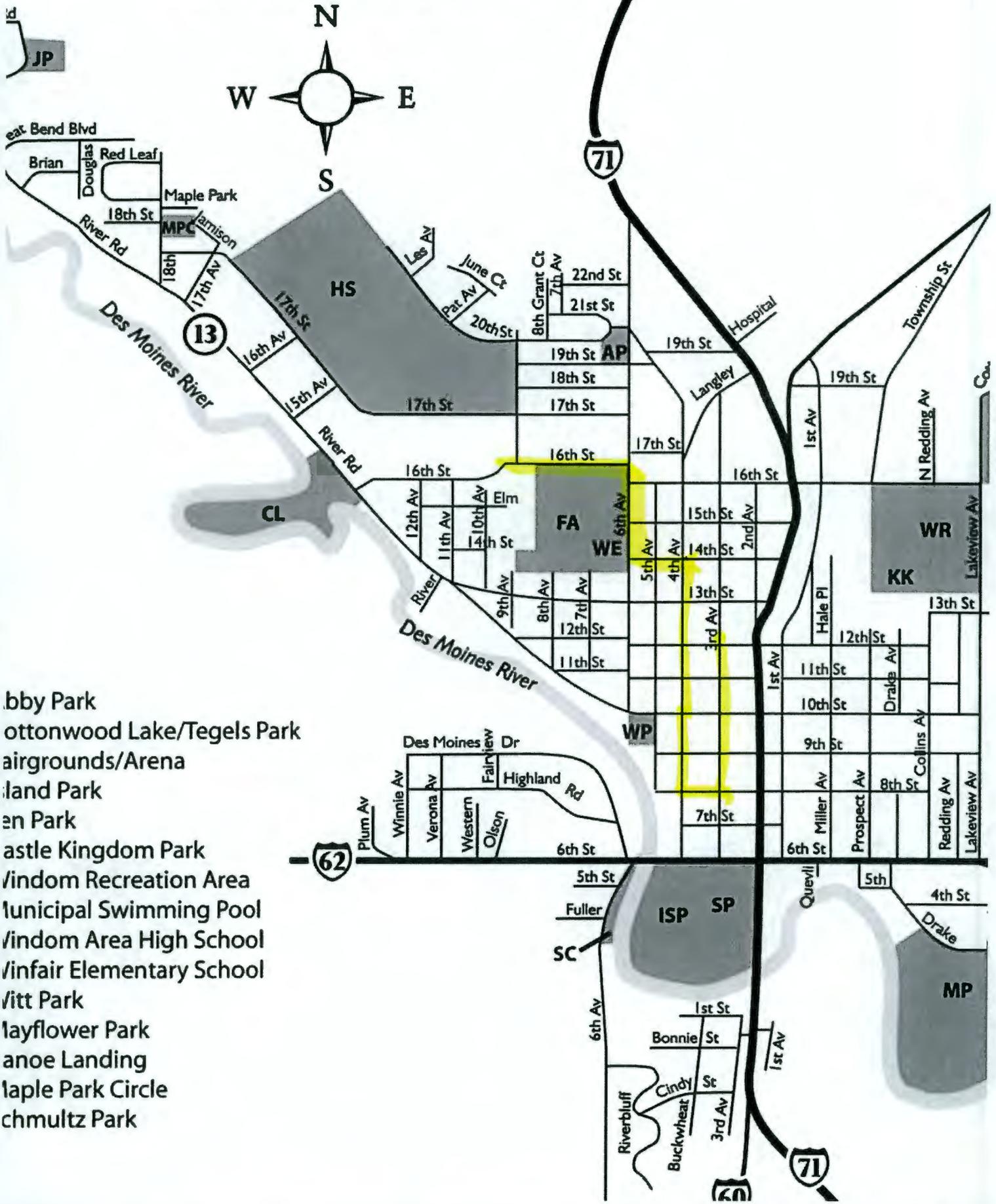
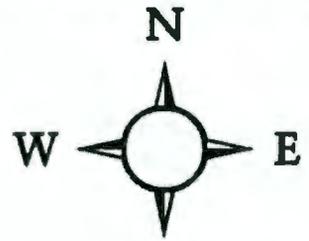
Fiscal Impact

None.

Attachments

Parade map
List of Riverfest events

WINDOM



- Libby Park
- Antonwood Lake/Tegels Park
- Airgrounds/Arena
- Island Park
- Ken Park
- Castle Kingdom Park
- Windom Recreation Area
- Municipal Swimming Pool
- Windom Area High School
- Winfair Elementary School
- Witt Park
- Mayflower Park
- Shoene Landing
- Maple Park Circle
- Schmultz Park

2019 Windom Riverfest Events

- ★ City-wide Garage Sale – May 31-June 2nd BARC Gym
- ★ Walking Taco Fundraiser at BARC – June 3rd (5:00 – 7:00) BARC East Lawn/BARC Library
- ★ Women of Today Riverfest Royalty Pageant – June 3rd (7:00 – 10:00) BARC Auditorium
- ★ Windomnet Medallion Hunt – June 3rd until found
- ★ King & Queen of Kastle Kingdom Obstacle Course – June 6th (3:00 – 5:00) Kastle Kingdom
- ★ POW/MIA Military walls – June 7th – 9th BARC Gym
- ★ Softball Tournament – June 7th – 9th (TBD) Legion Fields
- ★ HyVee Community Cookout – June 7th (5:00 – 8:00) WHS
- ★ Friday Night Family events – June 7th (5:00 – 8:00) WHS
- ★ Spectacular Friday Night Fireworks – June 7th (10:15) WHS
- ★ Friday Night Outdoor Concert – June 7th (9:00 – 1:00) Phat Pheasant
- ★ Windom Area Health Fun Run & Walk – June 8th (morning) Island Park, river road, down town
- ★ Craft & Vendor Fair on the Square – June 8th (9:00 – 4:00) 9th Street & 4th Ave.
- ★ Food Vendors on the Square - June 8th (9:00 – 8:00) 9th Street
- ★ Youth Fishing Tournament – June 8th (9:00 – 11:00) Tegels Park
- ★ Entertainment Stage on the Square – June 8th 4th Ave.
- ★ Children's activities on the square – June 8th 4th Ave.
- ★ Turtle Races – June 8th 4th Ave.
- ★
- ★ Sand Volleyball Tournament – June 8th Tegels Park
- ★ Sons of Norway Smorgasbord – June 8th Historical Society
- ★ Windom Riverfest Parade – June 8th (6:00) Traditional Route
- ★ Windom Lions Club Community Dance – June 8th (9:00 – 1:00) Island Park
- ★ ALC Youth Community Pancake Breakfast – June 9th (9:00 – 1:00) BARC
- ★ Additional events to be determined.
- ★ Kars & Trux show – June 9th (10:00 – 2:00) Tegels Park
- ★ Antique Tractor Show - June 9th (10:00 – 2:00) Tegels Park
- ★ Canoe/Kayak & Raft Race on DesMoines River – June 9th (3:00) 15th Ave landing & High 15 Bridge

City Arena is back up site for outdoor events.

ACTION ITEM



CITY OF WINDOM

444 9th Street

Windom, MN 56101

Phone: 507-831-6129

Fax: 507-831-6127

www.windom-mn.com

TO: Windom City Council
FROM: Brian Cooley; Street and Parks Superintendent
DATE: May 16, 2019
RE: Tennis Court Location Recommendation
DEPT: Park and Recreation Commission
CONTACT: Brian.Cooley@windommn.com

Recommendations/Options/Action Requested

On April 24, 2019, the Park and Recreation Commission made the following recommendation to the City Council regarding the location of the tennis courts. The Commission's recommendation is to locate the courts directly north of the Kastle Kingdom playground. They would like City Council to use the \$200,000 budget, and to choose options to meet it, but still build a quality tennis and pickle ball court.

Issue Summary/Background

The Windom Park and Recreation Commission has been discussing various sites for Tennis Courts/Pickleball Courts since at least February of 2017. On April 24, 2019, the Commission visited all of the proposed sites for the location of the tennis courts. The Street and Parks Superintendent had all of the locations staked out to show the outline of the space needed for the courts. A motion, made by, Ron Kuecker seconded by Howard Davis, to build two tennis courts at the location west of the soccer field and to have the City Council choose the options and budget for the courts.

Fiscal Impact

The current engineer's estimate has the project in excess of \$200,000, including engineering fees and contingencies. Staff has asked the engineers to work on cost estimates showing some alternatives which may be implemented to fit the project within the current budget. A revised estimate is included with some cost reductions in place by the Street and Parks Superintendent. The City Council will make any further cost reductions at their discretion.

Attachments

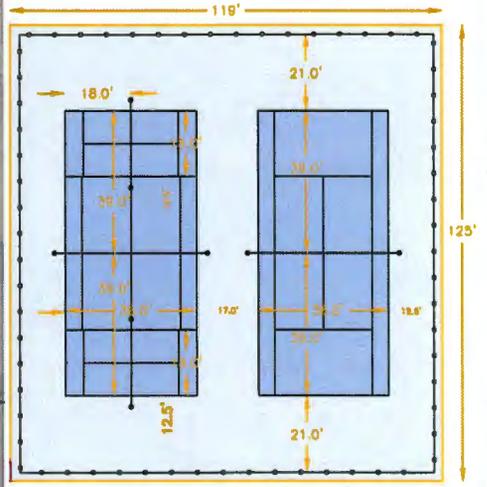
1. Location and projected cost of the project.
2. Prior memos and information
3. Revised engineer's estimate.

Plot Date: 6/28/19 12:14:27 PM



COTTONWOOD LANE 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**

SHEET
 TC LP

Tennis Court Paving Improvements- Legion Park location (#4)
Windom, Minnesota

Preliminary Construction Estimate
DGR Project No. 369017

May 15, 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.	1,650 sq. yd.	5" PCC Pavement*	\$40.00 /sq. yd.	=	\$66,000.00
5.	1,650 sq. yd.	PCC Reinforcement (1'x1')*	\$12.00 /sq. yd.	=	\$19,800.00
6.	1,615 sq. yd.	Court Surfacing and Marking	\$6.00 /sq. yd.	=	\$9,690.00
7.	1,650 sq. yd.	Class 5 Granular Subbase	\$6.00 /sq. yd.	=	\$9,900.00
8.	480 ln. ft.	10' Chain Link Fencing	\$35.00 /ln. ft.	=	\$16,800.00
9.	3 ea.	Chain Link Entrance	\$350.00 /ea.	=	\$1,050.00
10.	1,000 ln. ft.	6" HDPE Drain tile	\$7.00 /ln. ft.	=	\$7,000.00
11.	1 ea.	Drain tile Outlet	\$250.00 /ea.	=	\$250.00
12.	1 ea.	Inlet Protection	\$250.00 /ea.	=	\$250.00
13.	2 ea.	Tennis Court Net, Poles, Sleeves & Bases	\$2,000.00 /ea.	=	\$4,000.00
14.	200 ln. ft.	Silt Fence	\$6.00 /ln. ft.	=	\$1,200.00
15.	0.3 ac.	Seeding, Fertilizing, and Mulching	\$4,000.00 /acre	=	\$1,200.00
16.	1 L.S.	Traffic Control	\$250.00 /L.S.	=	\$250.00
17.	1 L.S.	Mobilization	\$7,000.00 /L.S.	=	\$7,000.00
Subtotal					\$152,865.00
Contingencies (10%)					\$16,135.00
Estimated Construction Cost					\$169,000.00
Estimated Engineering					\$36,000.00
Estimated Cost					\$205,000.00
Alternate work items					
A1	6 ea.	Electrical Pole, Base & Luminar	\$5,000.00 /ea.	=	\$30,000.00
A2	700 ln. ft.	Buried Electrical Cable	\$5.00 /ln. ft.	=	\$3,500.00
A3	480 ln. ft.	Wind Screen	\$8.00 /ln. ft.	=	\$3,840.00

* 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

*** 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.

MEMORANDUM



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

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

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

Location

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

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

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

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

Financial Considerations

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

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

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

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

We have considered the following sites:

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

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

Howard Davis
Park + Rec Board

AMERICAN LEGION

WINDOM POST NO. 206



March 19, 2019

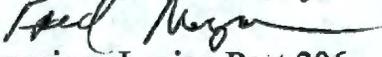
Park and Recreation Committee:

Thank you for informing us about the tennis court proposal.

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

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

Commander – Fred Meyer


American Legion Post 206

RESOLUTION #2019-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

**RESOLUTION ESTABLISHING
RATES, CHARGES AND FEES FOR
TELECOMMUNICATIONS ENTERPRISE FUND**

WHEREAS, City Code Section 3.02 authorizes the City Council to establish rates and charges for municipal utilities (including, but not limited to, services, permit fees, connection and meter reading and checking fees, disconnection fees, reconnection fees including penalties for non-payment); and

WHEREAS, the City Council periodically establishes rates and fees for municipal utilities; and

WHEREAS, the Windom Telecommunications Commission recommends to the Windom City Council to change the monthly rate for Telecommunications services; and

WHEREAS, it is in the best interests of the City of Windom and its citizens to operate the city enterprise funds in a cost-effective manner.

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

Change the monthly rate for services offered by WindomNet to the rates set forth below effective July 1, 2019.

Subscriber Rate Increase - including all bundles and stand-alone service offerings

All Video Services/Packages	\$5.00
-----------------------------	--------

Adopted this 21st day of May, 2019.

Dominic Jones, Mayor

ATTEST:

Steven Nasby, City Administrator

ACTION ITEM



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

TO: City Council
FROM: Spencer Winzenried, Community Center Director
DATE: May 17, 2019
RE: Funding Request – Community Center
DEPT: Community Center
CONTACT: Spencer Winzenried: Spencer.Winzenried@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Additional funds to complete the outdoor pavilion project be approved from the Community Center funded reserves budget.

Issue Summary/Background

In 2018 the Community Center started a project to create an outdoor space for larger parties. Funding for this project were donations made to the Community Center. We just spent the last from that fund and are seeking \$3,500 to complete a few items. The list of desired improvements includes gutters on the north side of the Community Center and some tree work on the north and west side of the pavilion.

Fiscal Impact

Request for \$3,500 to be funded from building\equipment reserves.

Attachments

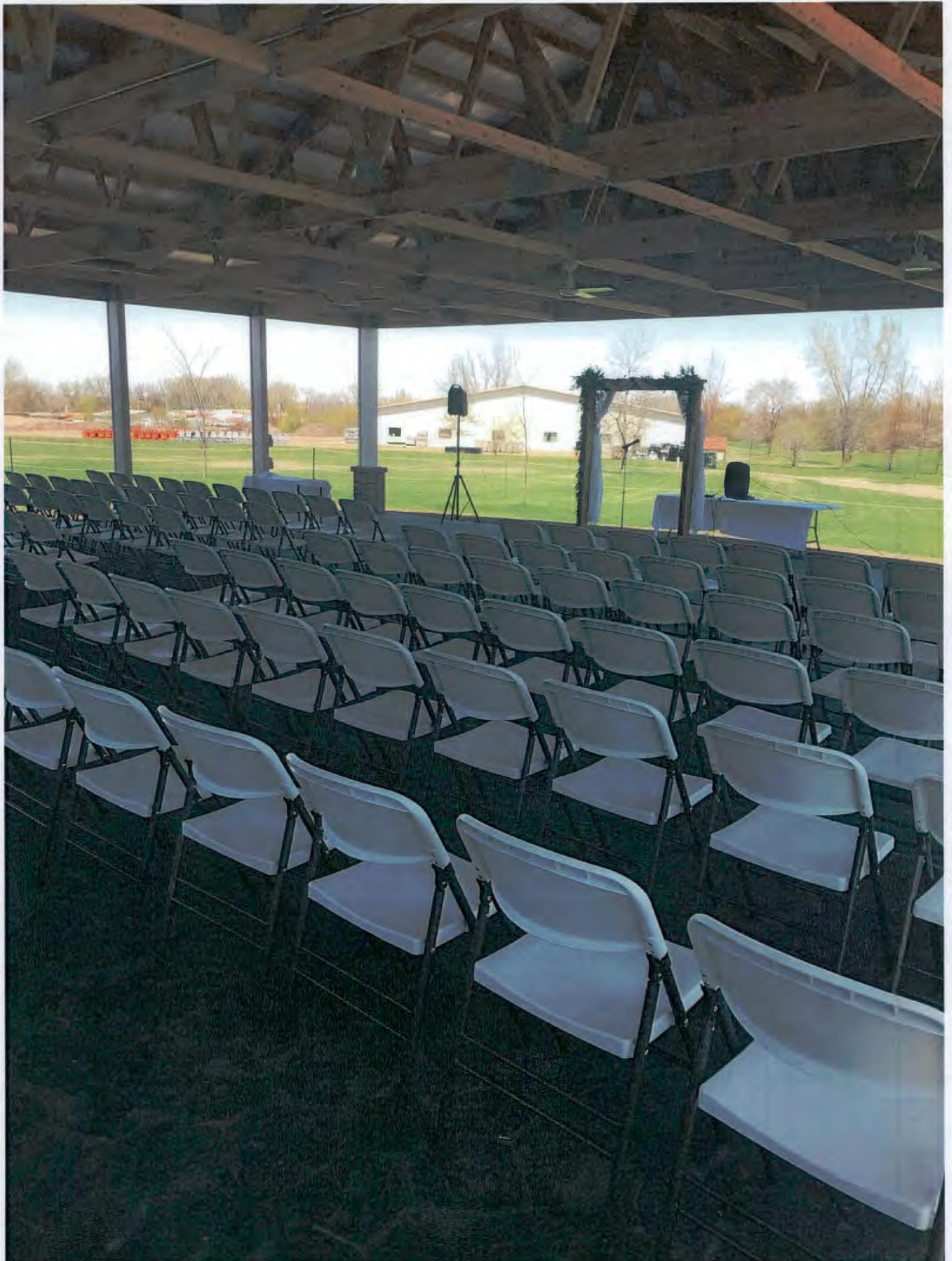
1. Listing of additional items to be funded

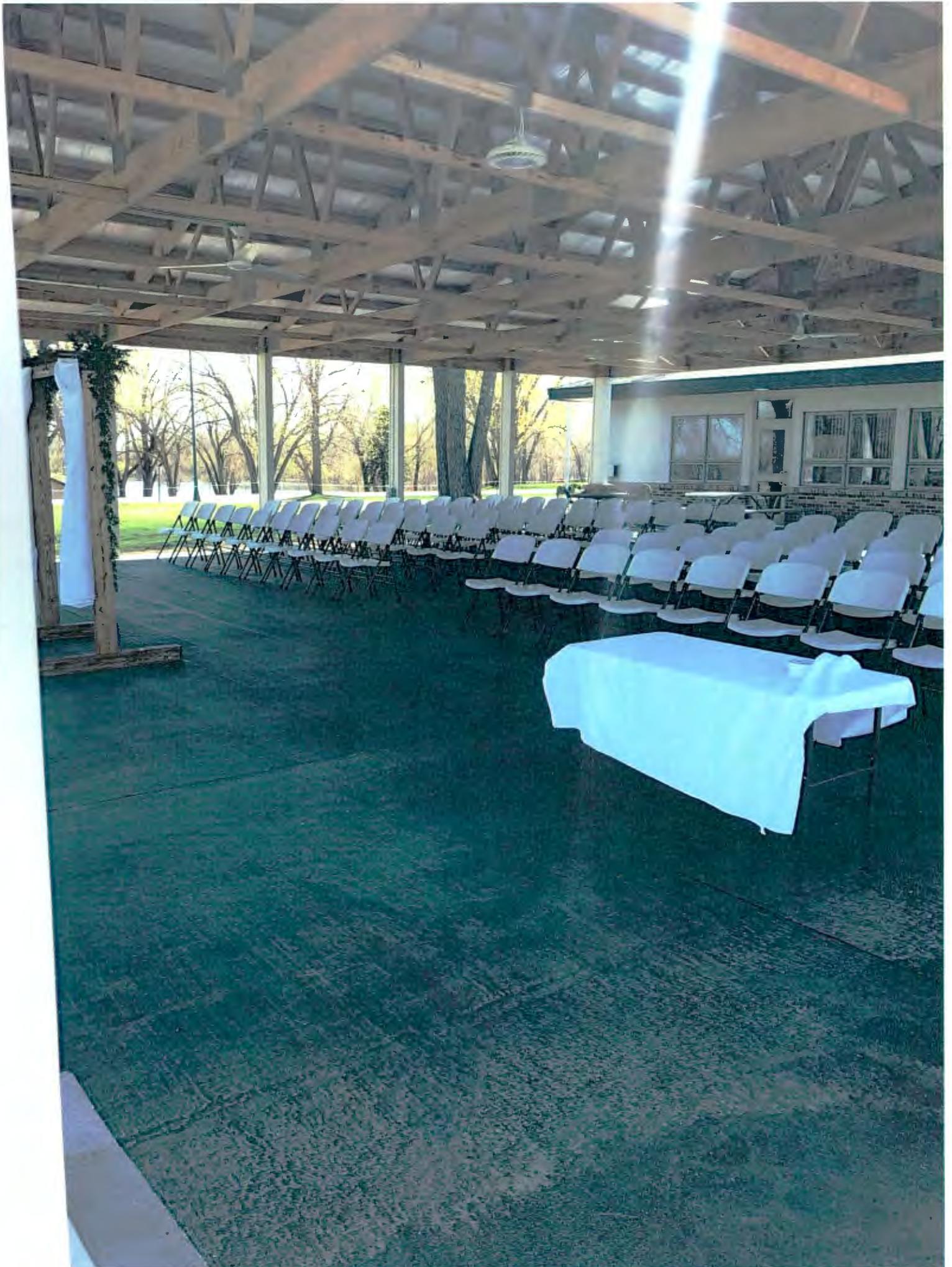
Phase 2

Outdoor pavilion

Tree removal	\$600
Gutter on north side of Community Center (70')	\$1,400
Create a tree barrier around the north and west side of the pavilion	\$1,500
Grand Total	\$3,500







**CITY OF WINDOM
2019 SPECIAL FUND TRACKING**

APR

Fund	Description	Beginning Balance	Interest/ Budget Additions	Withdrawals	Ending Balance	
CAPITAL OUTLAY RESERVE						
401	Equipment CD Fund	7,390.96			7,390.96	BMW CD
401	Streets Equipment Reserve	77,957.72	86,356.00	(129,582.55)	34,731.17	
401	Parks Windom Rec Area Lighting	85,000.00			85,000.00	
401	Council Chamber TV & Sound Upgrade	30,000.00			30,000.00	
401	Engne Pumper Truck - Rural	100,000.00			100,000.00	
401	Park/Playground Fund	21,150.35	111.01		21,261.36	
401	Park Disc Golf	129.11			129.11	
401	Park Soil & Water Tree Fund	500.00			500.00	
401	Fire Dept Fund	29,866.57	152.23		30,018.80	ESF Furnishings
401	Well Site Fund	17,398.96	88.68		17,487.64	
401	Hwy 60 Corridor	17,500.00			17,500.00	
401	Park Restroom Upgrade	35,000.00	112,500.00		147,500.00	
401	Park Unit 70 Reserve	16,000.00			16,000.00	
401	Park Tennis Courts	-	200,000.00	(699.00)	199,301.00	
617	MPC Facility Fund	101,940.26	516.32	(3,500.00)	98,956.58	
PENDING RETIREMENT RESERVE						
100	General Retirement Fund	225,053.48	1,147.12		226,200.60	
211	Library Retirement Fund	25,500.08	129.97		25,630.05	
615	Arena Retirement Fund	47,823.12	243.75		48,066.87	
617	MPC Retire Fund	6,474.13	33.00		6,507.13	
BOND PROCEEDS/ RESERVE						
402	ESF Financing Proceeds	61,956.03	257.43	(62,213.46)	(0.00)	Transferred to Tennis Court Fund
614	Telecom Bond Reserve Fund	416,187.72	2,281.46		418,469.18	
307	2017A Bond Proceeds-Street	307,715.94	1,686.65		309,402.59	
614	2017B Bond Proceeds - Telecom	401,638.07	2,162.36		403,800.43	
615	2018A Equipment Certificates - Arena	297,471.51	1,826.97		299,298.48	
617	MPC Wally Rohlfson	7,144.10			7,144.10	Edward Jones

ACTION ITEM



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

TO: CITY COUNCIL
FROM: DREW HAGE, DEVELOPMENT DIRECTOR
CC MEETING DATE: MAY 21, 2019
RE: CALL FOR PUBLIC HEARING – RESIDENTIAL TAX ABATEMENT
DEPT: Development Department
CONTACT: Drew Hage, Development Director, at 832-8661 or drew.hage@windommn.com

Recommendations/Options/Action Requested

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

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

Issue Summary/Background

Background: Minnesota Statutes gives authority to cities to grant an abatement of taxes imposed by the City if certain criteria are met. In 2016, Cottonwood County established a “home initiative program” which provides guidelines and a program through which the County, City, and School can grant abatement of real estate taxes to encourage construction of new owner-occupied and rental residential housing units. The program provides for a five-year abatement of real estate taxes on the increased market value of the property generated by the new home, duplex, or multi-family building. The abatement commences on the first year of taxes payable on the increased assessed value of the property. The abatement does not include the real estate taxes on the land. On October 18, 2016, the Windom City Council adopted a resolution approving the program’s guidelines and approving participation in the Cottonwood County Home Initiative Program.

Current Application: The EDA received a request for abatement of the City’s real estate taxes on a proposed new home to be constructed on property at 3055 Matthew Drive.

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

Fiscal Impact

There is no fiscal impact to the City to call for a public hearing on this application. If after the public hearing the City Council approves the requested abatement, the potential impact is as follows:

Based on an estimated market value of \$350,000 and the 2018 tax rates, the estimated tax abatement for the City would be approximately \$3,064 per year. The total estimated tax abatement by the City of Windom for the five-year period is approximately \$15,320. (The market value for the project is only an estimate, since the building has not yet been constructed. The tax rates will also change each year.)

Attachments

1. Resolution Calling for Public Hearing on Proposed Tax Abatement for New Residential Project.
2. Application Letter and attachments.

based on 2018 tax rates, the estimated tax abatement for the City of Windom for this property would be approximately \$3,064 per year. The total estimated tax abatement by the City of Windom for the five-year period is approximately \$15,320. (These figures were calculated using 2018 tax rates. The market value for the project is only an estimate, since the building has not yet been constructed. The tax rates will also change each year.)

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

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

1. Public Hearing. A public hearing to consider the proposed tax abatement, as set forth above, shall be held on Tuesday, June 4, 2019, in the Windom City Hall Council Chambers during the regular City Council Meeting which begins at 6:30 p.m.

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

Adopted by the City Council this 21st day of May, 2019.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

May 13, 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 Drew:

We plan to construct a new single-family home on property at 3055 Matthew Drive 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 the new home in June.

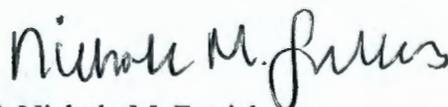
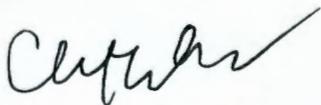
Our application includes:

1. Letter requesting abatement,
2. Legal description, address, and Parcel ID No. of the property;
3. Aerial or plat map showing the lot lines of the property,
4. A site plan showing the proposed location of the new home on the property,
5. Construction plans for the new home,
6. Estimated market value of the new home.

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

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

Sincerely,



Applicants: Chad S. Frericks & Nichole M. Frericks
Current Address: 804 Fifth Avenue, Windom, MN 56101
Contact Phone Nos.: 507-360-3984

ATTACHMENT
to
COTTONWOOD COUNTY HOME INITIATIVE APPLICATION

Applicants: Chad S. Frericks and Nichole M. Frericks (husband and wife)

Parcel ID No.: 25-456-0020

Address of the Property: 3055 Matthew Drive, Windom, Minnesota

Legal Description of the Property:

Lot 2 in Block 1 of Kountry Acres Subdivision No. 3 in the City of Windom, Cottonwood County, Minnesota.

Utilities: Utilities are provided to the property by the City of Windom and Minnesota Energy Resources.

Estimated Market Value of the Land and New Home (per appraisal): \$380,000.



Parcel ID	254560020	Alternate ID	n/a
Sec/Twp/Rng	0-0-0	Class	RESIDENTIAL\SINGLE UNIT
Property Address	MATTHEW DR 56101	Acreage	1.62
District	n/a		
Brief Tax Description	n/a		

(Note: Not to be used on legal documents)

Date created: 5/8/2019
Last Data Uploaded: 5/7/2019 7:07:57 PM

Developed by  **Schneider**
GEOSPATIAL



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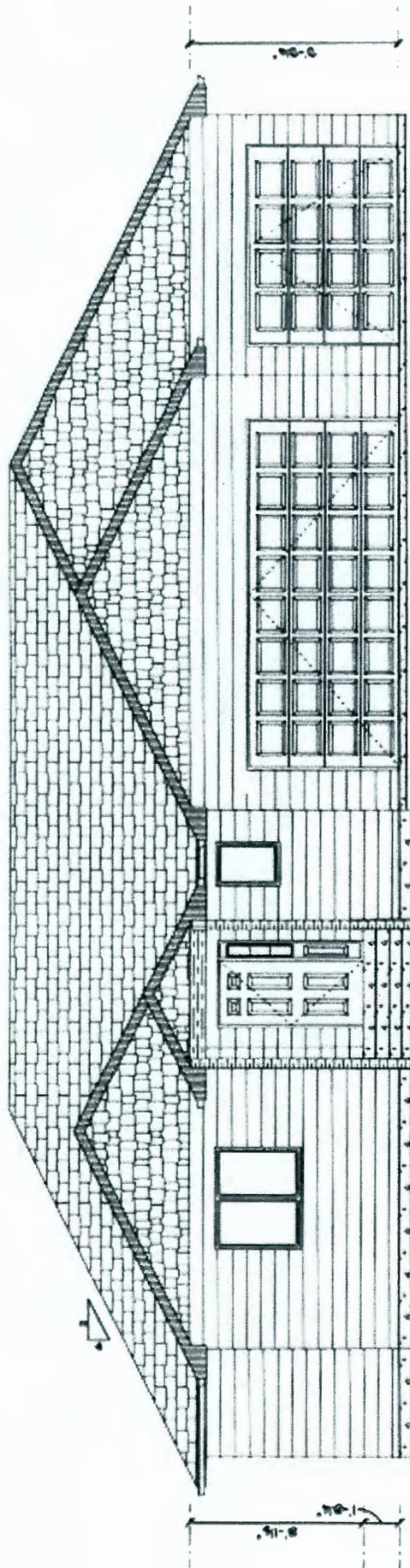
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FRONT ELEVATION

CHAD & NICOLE PRIRECKA
NEW HOUSE PLAN
04/29/2019



APPRAISAL OF REAL PROPERTY

LOCATED AT:

2859 Matthew Dr
Lot 2 Block 1 Kountry Acres Subd 3
Windom, MN 56101

AS OF:

05/08/2019

BY:

Jay Grandprey
Grandprey Appraisal Service
740 12th Street
Windom, MN 56101
507-831-2290

Grandprey Appraisal Service

Uniform Residential Appraisal Report

6002000623
File # 28322032

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.
Property Address 2859 Matthew Dr
Borrower Chad & Nichole Frericks
Legal Description Lot 2 Block 1 Kountry Acres Subd 3
Assessor's Parcel # 25-456-0020
Neighborhood Name Windom
Occupant Owner Tenant Vacant
Property Rights Appraised Fee Simple Leasehold Other (describe)
Acquisition Type Purchase Transaction Refinance Transaction Other (describe) Construction
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No
Report data source(s) used, offering price(s), and date(s). DOM Unk; The property was previously offered for sale for \$55,000 on 08/29/2019 then expired on 02/28/2019 183 days on market. The borrower contacted a real estate agent & made an offer to purchase which sold 04/10/2019 \$55,000.
I did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.
Contract Price \$ Date of Contract Is the property seller the owner of public record? Yes No Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
If Yes, report the total dollar amount and describe the items to be paid.
Note: Race and the racial composition of the neighborhood are not appraisal factors.
Neighborhood Characteristics One-Unit Housing Trends One-Unit Housing Present Land Use %
Location Urban Suburban Rural Property Values Increasing Stable Declining PRICE AGE One-Unit 95 %
Built-Up Over 75% 25-75% Under 25% Demand/Supply Shortage Over Supply \$ (000) (yrs) 2-4 Unit 1 %
Growth Rapid Stable Slow Marketing Time Under 3 mths 3-6 mths Over 6 mths 25 Low 0 Multi-Family 2 %
Neighborhood Boundaries Windom boundaries: North, CSAH #15 & CR #44. South: Hwy 71 & Hwy 60. 500 High 125 Commercial 2 %
East, CR #26, Lakeview Ave, Cottonwood Lake Drive & 490th Ave. West, 6th Ave, Plum & River. 100 Pred. 55 Other 0 %
Neighborhood Description This is a Urban location with all services available. The present land use is predominantly single family residential.
There are no apparent adverse factors including environmental hazards present. Properties typically are in good condition and state of maintenance. Marketability of properties in the neighborhood is average and remains stable.
Market Conditions (including support for the above conclusions) Supply/demand remain stable. Property values are influenced by substitution - the cost of acquiring an equally desirable substitute property. Financing is available in the 5% interest area for FHA & conventional 15-30 yr mortgages.
Property values remain stable. Seller concessions not common. Listing/sales price ratio is estimated at 90-95%. Marketing time is 3 - 6 months.
Dimensions 260'x 273' Area 1.63 ac Shape Rectangular View N,Res;
Specific Zoning Classification AO Zoning Description Agricultural Open
Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe Present use of single family residential is highest and best use.
Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private
Electricity 200 Amp CB Water Sanitary Sewer Street Bituminous Alley None
Gas Natural Gas
FEMA Special Flood Hazard Area Yes No FEMA Flood Zone C FEMA Map # 2706220180B FEMA Map Date 01/02/1981
Are the utilities and off-site improvements typical for the market area? Yes No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe
No special assessments, common & typical, does not negatively affect value or marketability. No adverse easements, encroachments, environmental conditions, land uses, etc that would affect the market value or the marketability of the subject property. Single Family Residential is a permitted use in the AO zone.
General Description Foundation Exterior Description materials/condition Interior materials/condition
Units One One with Accessory Unit Concrete Slab Crawl Space Foundation Walls Concrete /G Floors Carpet/Tile /G
of Stories 1 Full Basement Partial Basement Exterior Walls LP Smart /G Walls DryWall /G
Type Det Att S-Det/End Unit Basement Area 2,146 sq.ft. Roof Surface Composite /G Trim/Finish Wood /G
Existing Proposed Under Const. Basement Finish 30 % Gutters & Downspouts Metal /G Bath Floor Tile /G
Design (Style) 1 Story Outside Entry/Exit Sump Pump Window Type Casement /G Bath Wainscot Tile & Fiberglass /G
Year Built 2019 Evidence of Infestation None Storm Sash/Insulated Combination /G Car Storage None
Effective Age (Yrs) 0 Dampness Settlement Screens /G Screens /G Driveway # of Cars 3
Attic None Heating FWA HWBB Radiant Amenities Woodstove(s) # 0 Driveway Surface Concrete
Drop Stair Stairs Other Fuel Natural Gas Fireplace(s) # 1 Fence None Garage # of Cars 3
Floor Scuffie Cooling Central Air Conditioning Patio/Deck Deck Porch Porch Carport # of Cars 0
Finished Heated Individual Other Pool None Other None Att. Det. Built-in
Appliances Refrigerator Range/Oven Dishwasher Disposal Microwave Washer/Dryer Other (describe) Center Island
Finished area above grade contains: 6 Rooms 3 Bedrooms 2.1 Bath(s) 2,146 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.). Forced air gas energy efficient furnace, central air, air to air exchanger, electric water heater, water softener, dishwasher, microwave, disposal, covered porch, deck, fireplace, 3 ceiling fans & 3 car attached garage.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C1; No updates in the prior 15 years; Physical depreciation, age life cycle with no deferred maintenance. External obsolescence considered in a smaller market place in SW Minnesota.
Proposed construction, never occupied, the entire structure is new and there is no physical depreciation. Construction quality Average Q3, 9' ceilings, hip roof, good quality windows & best quality cabinetry, many materials & finishes upgraded from "stock" standards.
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe
There are no known or apparent adverse physical deficiencies and or adverse conditions that would negatively impact on the value of the subject property, including the livability, soundness or structural integrity of the property.
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe
Property conforms to the neighborhood. The use of the property and real estate is single family residential.

Uniform Residential Appraisal Report

6002000623
File # 28322032

There are <u>2</u> comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ <u>342,900</u> to \$ <u>489,000</u>				
There are <u>0</u> comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ <u>300,000</u> to \$ <u>500,000</u>				
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Address	2859 Matthew Dr Windom, MN 56101	2470 Dayton Dr Worthington, MN 56187	2430 Dayton Dr Worthington, MN 56187	1426 11th St N New Ulm, MN 56073
Proximity to Subject		28.90 miles SW	28.90 miles SW	44.29 miles NE
Sale Price		\$ 398,206	\$ 372,288	\$ 380,000
Sale Price/Gross Liv. Area	\$ 92.02 sq.ft.	\$ 245.50 sq.ft.	\$ 182.85 sq.ft.	\$ 192.89 sq.ft.
Data Source(s)		CRV#930566;DOM Unk	CRV#942137;DOM 89	CRV #871089;DOM 68
Verification Source(s)		Nobles County Assessor	MLS #6033359, Nobles Co	MLS #7018304, Cottonwood Co
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
	+(-) \$ Adjustment	+(-) \$ Adjustment	+(-) \$ Adjustment	+(-) \$ Adjustment
Sales or Financing Concessions		ArmLth Cash;0	ArmLth Conv;0	ArmLth Conv;0
Date of Sale/Time		s03/19;Unk	s04/19;c02/19	s09/18;c08/18
Location	N;Res;	N;Res;Superior	N;Res;Superior	N;Res;Superior
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	1.63 ac	16275 sf	16490 sf	10875 sf
View	N;Res;	N;Res;	N;Res;Lake	N;Res;
Design (Style)	DT1;1 Story	DT1;1 Story	DT1;1 Story	DT1;1 Story
Quality of Construction	Q3	Q3	Q3	Q3
Actual Age	0	2	4	8
Condition	C1	C1	C2	C2
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	6 3 2.1	5 2 2.0	5 2 2.0	6 2 2.0
Gross Living Area	2,146 sq.ft.	1,622 sq.ft.	2,036 sq.ft.	1,970 sq.ft.
Basement & Finished	2146sf644sf	1622sf1422sf	2036sf1826sf	1970sf1773sf
Rooms Below Grade	0rr1br1.0ba0o	1rr2br1.0ba0o	1rr2br1.0ba0o	1rr1br1.0ba1o
Functional Utility	Average	Average	Average	Average
Heating/Cooling	F.Air/Central Air	F.Air/Central Air	F.Air/Central Air	F.Air/Central Air
Energy Efficient Items	Eng.Eff.Furn.	Eng.Eff.Furn.	Eng.Eff.Furn.	Eng.Eff.Furn.
Garage/Carport	3ga3dw	3ga3dw	3ga3dw	2ga2dw
Porch/Patio/Deck	Porch, Deck	Porch, Deck	Porch, Deck	Porch, Deck
Other	Fireplace	2 Fireplace	Fireplace	Fireplace
Other	None	None	None	None
Other	None	None	None	None
Net Adjustment (Total)		\$ 5,400	\$ 1,000	\$ 17,000
Adjusted Sale Price		Net Adj. 1.4 %	Net Adj. 0.3 %	Net Adj. 4.5 %
of Comparables		Gross Adj. 14.1 % \$ 403,606	Gross Adj. 16.4 % \$ 373,288	Gross Adj. 17.4 % \$ 397,000

did did not research the sale or transfer history of the subject property and comparable sales. If not, explain _____ The sale and transfer history of the subject and comparable property's have been researched and analyzed.

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
 Data Source(s) Public Records, Assessors Office. The subject has transferred in the previous 3 years, see list below.
 My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.
 Data Source(s) Public Records, Assessors Office. No transfers of the comparable sales within a year prior to date of sale.
 Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	04/10/2019			
Price of Prior Sale/Transfer	\$55,000			
Data Source(s)	Public Records	Public Records	Public Records	Public Records
Effective Date of Data Source(s)	05/08/2019	05/08/2019	05/08/2019	05/08/2019

Analysis of prior sale or transfer history of the subject property and comparable sales _____ Prior sales of the subject and comparables have been analyzed. I have personally inspected the exteriors of each of the comparables and taken the photos. No MLS or 3rd party photos have been used in the analysis. The photo accurately depicts the condition of the comparable. Due diligence used in calculating GLA, determining condition and construction quality ratings. There is imperfect data in the market with MLS and public records. I have used best source(s) for information, personal measurements, public records, local realtors & or MLS data. The subject sold \$55,000 04/10/2019 and \$30,000 12/21/2016 bare land.

Summary of Sales Comparison Approach _____ These sales are closest and most like the subject and are considered the best indicators of the subjects value. Comparable #1 is most like the subject weighted. I have considered pending sales and contract offerings. No warranty is assumed for the structure or the mechanical elements of the subject property. Some adjustments exceed the industry guidelines, due to property differences. The appraised value is supported by the market value comparisons. 6 sales are within the past year, 2 are over a year and an active listing is provided. Older sales and listing included to provided another C1 & comps from the same neighborhood. Some comparables provided to bracket dominant features. Comprehensive research does not reveal better sales to use in the analysis. Adjustments are based on the markets reaction to any differences. Adjustments are based on multiple factors: paired sales, interviewing market participants and cost less depreciation. Regression analysis is not possible or valid without suitable data.
 Indicated Value by Sales Comparison Approach \$ 380,000

Indicated Value by: Sales Comparison Approach \$ 380,000 Cost Approach (if developed) \$ 380,133 Income Approach (if developed) \$ _____
 Sales Comparison Approach is best value indicator. Cost Approach supports the Sales Comparison Approach. The Income Approach to value is irrelevant. The appraisal assignment is not based on a minimum. Personal property is not considered. The appraiser is not a home inspector or acting as such. No liability is given or implied.
 This appraisal is made "as is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: Appraised "subject to" building new house per plans & specifications as proposed. The intended use is for a mortgage finance transaction. The intended user is the client.
 Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 380,000, as of 05/08/2019, which is the date of inspection and the effective date of this appraisal.

Uniform Residential Appraisal Report

6002000623
File # 28322032

"The Intended User of this appraisal report is _____ The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser. Use of this report by others is not intended by the appraiser."

The appraiser is not a home inspector and the appraisal report is not a home inspection. The appraiser only performed a visual observation of accessible areas and the appraisal report cannot be relied upon to disclose conditions and/or defects in the property.

The real estate and property characteristics have been described in the appraisal report in a variety of sections and addenda. Legal Description, address, neighborhood, site, improvements, commentary, maps and photos are attached. The real estate and property characteristics are relevant to the assignment. No personal property is included in the appraisal or the appraised value.

Type and definition of value is contained on page 4 of 6 URAR. The source of the definition of Market Value is from (FIRREA), Title XI of the Financial Institution Reform, Recovery, and Enforcement Act. Referenced (GPO) Government Printing Office, Title 12: Banks & Banking, Part 34 - Real Estate Lending and Appraisal, Paragraph 34.42.A

A scope of work statement is contained on page 4 of 6 URAR. In summary I have performed a complete interior and exterior inspection of the subject property, inspected the neighborhood, inspected each comparable sale from at least the street, researched, verified and analyzed data from a variety of sources including reliable public records and private sources and reported my analysis, opinions and conclusions in the appraisal report.

I have analyzed information pertinent to the subject property including; the subject characteristics, site, location, neighborhood, purchase contract if applicable, prior transfers of the subject and the comparables, comparable property characteristics, assessor's information and other relevant information. Appraisal methods used, techniques employed or considered include the Sales Comparison Approach, the Cost Approach and the Income Approach. If any of these approaches have been excluded it has been explained in the reconciliation section on page 2 of 6 URAR.

Highest and Best Use of the subject is considered to be its present use as a single-family residential dwelling. The remaining economic life of the structure coupled with the subject sites permitted zoning result in the present use as the only logical highest and best use conclusion.

Comparable #1 is 2 years old, never occupied and is a C1 condition. This is a spec home the builder did not sell when originally built.

ADDITIONAL COMMENTS

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) _____ Site value estimated from bare land sales in the market area the past several years.

COST APPROACH

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE			=\$ 55,000
Source of cost data CoreLogic - SwiftEstimator	DWELLING	2,146 Sq.Ft. @ \$	129.77	=\$ 278,486
Quality rating from cost service Good Effective date of cost data April, 2019		2,146 Sq.Ft. @ \$	36.88	=\$ 79,144
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Features			=\$ 5,546
Cost figures from Marshall & Swift Residential Cost Handbook. GLA - see attached diagram.	Garage/Carport	808 Sq.Ft. @ \$	34.95	=\$ 28,240
	Total Estimate of Cost-New			=\$ 391,416
	Less Physical	Functional	External	
	Depreciation		78,283	=\$ (78,283)
	Depreciated Cost of Improvements			=\$ 313,133
	As-is Value of Site Improvements			=\$ 12,000
Estimated Remaining Economic Life (HUD and VA only) 60 Years	INDICATED VALUE BY COST APPROACH			=\$ 380,133

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ 0 X Gross Rent Multiplier 0 = \$ 0 Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) _____ Income Approach excluded because the data is considered irrelevant.

Relevant data does not exist in the market.

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project _____

Total number of phases _____ Total number of units _____ Total number of units sold _____

Total number of units rented _____ Total number of units for sale _____ Data source(s) _____

Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion. _____

Does the project contain any multi-dwelling units? Yes No Data Source _____

Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion. _____

Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options. _____

Describe common elements and recreational facilities. _____

ACTION ITEM



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

TO: City Council
FROM: Steve Nasby, City Administrator 
DATE: May 16, 2019
RE: Agreement between the City and Minnesota Energy Resources Corporation
DEPT: Electric
CONTACT: Steve Nasby: Steve.Nasby@windommn.com or Jason Sykora: Jason.Sykora@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Approval of the agreement between the City of Windom and Minnesota Energy Resources Corporation as presented, subject to revisions proposed by the City Attorney and Utility Commission approval.

Issue Summary/Background

Minnesota Energy Resources Corporation (MERC) is proposing to install an automated meter reading system within Windom. As part of this project MERC is requesting that they be able to attach equipment onto City owned poles. The two sites identified are emergency siren poles by Windom Area High School and Island Park. The installation of the equipment would not impact the poles nor their use for our emergency notification system. Also, MERC would abide by City restrictions and requirements as well as compensate the City for rental and power use.

The Utilities Commission will be reviewing the agreement on May 22, 2019 and staff is requesting the City Council approval be contingent on their approval as well.

Several minor revisions have been requested by the City Attorney which have been submitted to MERC. Pending staff's ability to get these changes we are recommending that City Council and/or Utility Commission approval is also subject to City Attorney approval.

Fiscal Impact

The City will receive a modest rental fee from MERC for their presence on our utility poles and they will be paying for power use.

Attachments

1. Proposed MERC agreement, subject to City Attorney revisions.

ATTACHMENTS LICENSE AGREEMENT

This LICENSE AGREEMENT is entered into this ____ day of _____, 2019 ("Effective Date"), by and between City of Windom (hereinafter called "Utility" or "Licensor"), and Minnesota Energy Resources Corporation (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Utility owns, operates, maintains, and controls certain electric power distribution poles (hereinafter "poles") within the State of Minnesota; and

WHEREAS, Licensee proposes to place and maintain certain metering communication equipment and associated facilities (hereinafter called "facilities" or "attachments") at specific locations in Utility's service area and desires to attach such facilities to poles owned and maintained by Utility; and

WHEREAS, Utility is willing to permit, to the extent it may lawfully do so, the attachment of Licensee's facilities to its poles on a non-exclusive basis, where safety will not be adversely affected, and such use will not interfere with Utility's own service requirements and with the rights and privileges of other parties using Utility's poles.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, terms and conditions hereinafter contained, the parties hereto do hereby mutually covenant and agree as follows:

ARTICLE I Scope of Agreement

1.1 General Scope.

As of the Effective Date, this Agreement shall apply to all attachments and applications for attachments made by Licensee to poles owned by Utility now existing or hereinafter erected in accordance with the procedures hereinafter set forth. Utility reserves the right to exclude such of its poles from attachment under this Agreement when, in the sole judgment of Utility, such attachment would be unsafe or violate a rule, regulation, or good practice. This Agreement applies only to Utility's distribution poles and does not warrant or permit access or affixing of attachments to other property of Utility.

1.2 Rights of Parties.

The rights and privileges of Licensee shall be subject to the rights and privileges of others upon whom Utility has conferred contractual rights or privileges to use its poles prior to the execution of this Agreement, or predecessors to this Agreement.

1.3 Authorization.

Subject to the provisions of this Agreement, Utility agrees to grant to Licensee a license for the nonexclusive right to attach its facilities to certain designated Utility's poles. No use of Utility's poles, however extended, or payment of fees or charges required under this Agreement,

shall create or vest in Licensee any ownership of property rights in such poles. Licensee's rights herein shall be and remain a mere license for the duration of this Agreement.

1.4 Assignment.

Licensee may not assign its rights under this Agreement to any other person or entity without Utility's prior written consent, which consent shall not be unreasonably withheld.

1.5 Authorizations Required.

Licensee shall secure all authorizations and franchises required by any governmental authority or private entity for the construction, operation, and maintenance of its facilities.

1.6 Facility Removal

Upon termination of this Agreement for any reason, Licensee shall, at the request of Utility, remove at Licensee's expense all of Licensee's facilities from Utility's poles. The maximum time limit for Licensee to remove its facilities from Utility poles shall be 180 days unless extended in writing by Utility. If Licensee has not removed its facilities within such time, Utility may remove Licensee's facilities and Licensee shall be responsible to Utility for the expenses incurred in removing such facilities.

**ARTICLE II
Definitions**

2.1 For purposes of this Agreement, the following terms shall have the following meanings:

2.1.1 Pole – an electrical power distribution pole owned and maintained Utility.

2.1.2 Pole Contact or Attachment - any and each wire, cable or other equipment or apparatus attached directly or indirectly to a Utility pole.

**ARTICLE III
Reservation of Primary Use**

3.1 Primary Utility Use.

Utility specifically reserves its right to maintain its own facilities and to operate its own equipment thereon in such a manner as will best enable it to fulfill its own service requirements. Utility shall not be liable to Licensee for any interruption of Licensee's service or for any interference with the operation of Licensee's facilities in any manner. Nothing herein shall be construed to compel Utility to maintain any of its poles for a period longer than that needed for Utility's own service.

**ARTICLE IV
Page 2 of 21**

Application for Attachment

4.1 Permit Application.

Except as set forth herein, Licensee shall not attach any of its facilities to Utility's poles without first making written or electronic application to Utility and receiving written or electronic permission from Utility. Permission to make attachments described in Licensee's applications may be granted or denied by Utility in whole or in part at Utility's sole discretion.

4.2 Application Procedure.

Whenever Licensee desires to attach its facilities to any Utility pole, Licensee shall make application for a permit using the current Pole Attachment Application Form specified by Utility. If, in Utility's sole judgment, the poles are necessary for Utility's own use, or if the requested attachment or modification under the circumstances is undesirable, Utility shall have the right to deny or modify the application. Licensee shall pay to Utility the Application Processing Fee specified in Exhibit A for each application for pole attachment submitted to Utility.

4.2.1 If the application is approved, Licensee shall have the right to affix such attachments in accordance with the approved application, including any provisions attendant to such approval, in compliance with the specifications, terms, and conditions of this Agreement, in compliance with all applicable codes, rules, regulations, and in conformity with good utility practice.

4.2.2 Licensee must provide specific engineering information, reasonably acceptable to Utility, for each proposed pole attachment or modification.

4.2.3 Upon receipt of an application, and prior to Licensee's attachment, Utility shall determine whether any modification or replacement of Utility's facilities is required in order to accommodate Licensee's attachments (including the net cost of pole replacement and the costs for any strengthening of poles, such as through the use of guying, required to accommodate Licensee's attachments), to be performed at the expense of Licensee. Licensee shall pay for all modifications and net replacement costs incurred by Utility prior to attachment by Licensee. Licensee shall also be responsible for costs incurred by other licensees of Utility for modifying or relocating their facilities. The costs referred to herein shall be Utility's fully loaded costs, as derived from its normal accounting and costing procedures.

4.2.4 Utility, when evaluating an application, may contact the applicant to schedule an evaluation "ride out" involving personnel from Licensee and Utility. For all ride outs, appropriately qualified personnel representing Licensee and Utility's representative shall meet at the location of the proposed attachment to determine if the attachment or modification can be made, and to review technical requirements. Licensee shall reimburse Utility for a ride-out based upon the prevailing IRS mileage reimbursement rate and personnel costs not to exceed \$50/hour for each participating Utility employee.

4.3 Application Planning.

Each application shall involve sufficient planning by Licensee to assure compliance with code, regulation and good utility practice during construction and upon completion. The application shall include sufficient design drawings, specifications and instructions so that qualified personnel can safely make the attachments in conformity with code, regulation and good practice. Licensee shall only use trained, qualified persons to work on all pole installations. Qualified persons shall be knowledgeable in applicable code, regulation and good utility practice and must be able to demonstrate competence in recognizing and preventing any violations of code, regulation and good utility practice and to keep working clearances from energized lines and equipment. Licensee's attachment design and installation shall allow adequate climbing space for Utility personnel.

4.3.1 Upon completion of the installation, Licensee shall give written certification to Utility that the facilities are complete and comply with code, regulation and good utility practice.

4.4 Non-Interference with Utility Facilities.

Licensee shall at all times insure that its agents, servants, employees or contractors or contractor's employees do not interfere with Utility's wires, attachments, and other facilities attached to or supported by poles covered by this Agreement. Licensee shall be fully liable for any and all costs that Utility may incur due to Licensee's interference with or damage to Utility's facilities. If Licensee, its employees, agents, or contractors causes any damage to or interference with Utility's poles or facilities, Licensee shall immediately notify Utility of such damage or interference.

4.5 Safety Precautions,

Licensee understands and acknowledges that Utility is engaged in transmitting electric current via the poles, and that such transmission poses a risk of serious bodily harm, including death, to individuals working on or around the poles. Licensee shall provide advance instruction to all of Licensee's employees, agents, and contractors about the risks attendant to working on or around the poles and shall instruct such employees, agents, and contractors not to touch, move, manipulate, or tamper with any of Utility's attachments or facilities. Utility shall bear no responsibility for any bodily harm or other damages suffered by any of Licensee's employees, agents, or contractors resulting from any contact with Utility's attachments or facilities, and Licensee shall fully indemnify and hold Utility harmless against claims by any such employees, agents, or contractors as provided in Section 14.1 of this Agreement. Upon approval by Utility of a specific attachment, and in compliance with all provisions herein, Licensee, its agents, employees, and contractors may access poles to make and maintain attachments but shall not access any poles where any defective condition is observable until Utility has been notified and has made an inspection and resolved the defective condition.

4.5 Changes or Modifications to Existing Attachment.

Licensee shall not make any changes or modifications to an existing attachment that result in an increase in the height of the pole, or that increase the weight or location of

attachments on the pole without having written permission from Utility. Licensee shall make application to Utility for modifications as provided in Article IV.

ARTICLE V
Unauthorized Attachments

5.1 Unauthorized Attachments.

If attachment is made without permission and/or without following a procedure which is substantially in accordance with this Agreement, such attachment shall constitute an "Unauthorized Attachment."

5.2 Application For Unauthorized Attachments.

Utility, without prejudice to its other rights or remedies under this Agreement, including but not limited to requiring Licensee to immediately remove an Unauthorized Attachment, may require Licensee to submit a Pole Attachment Application and pay the Unauthorized Attachment Fee specified in Exhibit A (which shall be in addition to the normal pole attachment rental fee otherwise owed to Utility for the Unauthorized Attachment) within thirty (30) days after the date of written or electronic notification from Utility of an Unauthorized Attachment. If such application is not received by Utility within the specified time period, Licensee shall immediately remove said Unauthorized Attachment. In the event the Unauthorized Attachment creates an emergency or safety hazard, Utility may remove Unauthorized Attachments without prior notice and without liability, and the expense of such removal shall be borne by Licensee.

5.3 Failure to Act.

No act or failure to act by Utility with regard to Section 5.2 or 5.2.1 shall be deemed a ratification or grant of permission to Licensee to attach the Unauthorized Attachment. If any permission is subsequently issued, said permission shall not operate retroactively or constitute a waiver by Utility of any of its rights under this Agreement; provided, however, that Licensee shall be subject to all charges, liabilities, obligations and responsibilities of this Agreement in regard to any unauthorized attachment.

ARTICLE VI
Identification of Facilities

6.1 Identification of Facilities.

Licensee shall identify by such method as the Utility may approve, all of their facilities attached to Utility's poles. No tag, brand, or other device showing Licensee's name or insignia shall be placed on, or attached to, any pole of Utility, except such tag or insignia which shows Licensee to be a user of such pole and not the owner thereof, and then only after obtaining the written consent of Utility.

ARTICLE VII
Easements and Rights of Way

7.1 No Warranty of Easement or Rights of Way.

UTILITY DOES NOT REPRESENT OR WARRANT THAT ANY OF ITS RIGHTS-OF-WAY OR EASEMENTS ENTITLE LICENSEE TO ACCESS UTILITY'S POLES OR THE PROPERTY UNDERLYING UTILITY'S POLES OR TO MAKE ATTACHMENTS TO SUCH POLES. Each party shall be responsible for obtaining its own easements and rights of way. Licensee shall solely be responsible to acquire the property right to attach from any property owner. Utility shall not be liable to Licensee if at any time Licensee shall be prevented from placing or maintaining its attachment on Utility's poles because Licensee failed to obtain appropriate rights-of-way or easements.

ARTICLE VIII
Maintenance, Replacements, Relocations and Removals

8.1 Inspection of Facilities.

Licensee shall comply with all applicable codes, rules, regulations and good practices regarding inspection of their facilities and shall provide Utility with a copy of their inspection policies and work practices. Utility shall have the right to inspect each installation of Licensee's facilities upon and in the vicinity of such poles and to make periodic inspections of Licensee's facilities, as it deems necessary. Such inspections, whether made or not, shall in no manner relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.

8.2 Pole Relocation.

Whenever right-of-way considerations or public regulations, other than as provided in Section IV herein, make relocation of a pole necessary or advisable, such relocation shall be made by Utility at its own expense, except each party shall pay the cost of transferring its own attachments.

8.3 Relocation of Facilities.

8.3.1 Whenever it is necessary in Utility's sole judgment to replace or relocate a pole, Utility shall, except in emergencies, before making such replacement or relocation, give Licensee sixty (60) days' notice thereof specifying in such notice the time of such replacement or relocation. In an emergency, verbal or electronic notice will be attempted (*except after hours emergencies for which no notice is required*), and any emergency action taken will be subsequently confirmed in writing.

8.3.2 Placement of relocated poles shall be at the sole operational discretion of Utility, although where possible consideration shall be given to a pole placement that results in the least cost to Utility, Licensee, and other licensees of Utility. Notwithstanding this section, Utility shall not be liable to Licensee for the cost of relocating Licensee's facilities on a replaced or relocated pole. Each party shall bear the cost of transferring its own attachments.

8.3.3. Utility shall provide Licensee with written or electronic notification at such time as sufficient work has been completed to allow the transfer of Licensee's facilities. Licensee shall transfer its attachments within sixty (60) days of said notification, except where Licensee's failure to immediately transfer said facilities would create an emergency or safety hazard. Should Licensee fail to transfer its attachments to the new or relocated pole in the time specified, or if the failure to immediately transfer said attachments results in an emergency or safety hazard, Utility may transfer Licensee's facilities, and Licensee shall pay Utility the cost thereof. In the event Licensee fails to transfer its attachments and Utility does such work, Utility shall not be liable for any loss or damage, including incidental and consequential damages to Licensee's facilities or business which may result.

8.4 Condition of Attachments.

Licensee shall at all times maintain all of its attachments in accordance this Agreement and shall keep them in good repair.

8.5 Non-Conformance with Specifications.

Should the Utility discover, at any time, an attachment that is permitted, but otherwise in violation of the terms and conditions of this agreement, including an attachment that may have been conforming at one time but subsequently violates any of the terms and conditions of this Agreement, the Utility shall notify Licensee, and excepting emergency and/or safety situations, Licensee shall cure the non-conformity within sixty (60) days after the date of such written or electronic notification. In those situations where Licensee's failure to conform to the terms and conditions of this agreement is deemed by the Utility to result in an emergency and or safety hazard, the Utility may immediately remove Licensee's facilities at Licensee's sole risk and expense. Nothing in this section shall require Licensee to conform existing attachments to new or revised code specifications where the applicable code does not so require.

8.6 Licensee Assumption of Responsibility.

Licensee expressly assumes responsibility for determining the condition of all poles to be accessed or climbed by its employees, contractors, or employees of contractors. UTILITY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF UTILITY'S POLES. Licensee's employees or contractors shall take all reasonable steps to insure that a pole is safe to be used or climbed upon and in the event of doubt, shall not proceed and shall seek reasonable assistance.

8.7 Replacement of Deteriorated Poles Without Attachments.

Should Utility replace any poles because of deterioration or the requirements of public authorities or property owners, or in Utility's sole judgment for the benefit of its system, and should Licensee desire to occupy the new pole, Licensee shall reimburse Utility for the cost of any increment of pole height or strength provided specifically for Licensee's sole requirements over and above the pole height and strength required by Utility.

8.8 Increased Pole Space Requirements.

Should Utility replace any poles because of increased requirements of more than one pole occupant, including Licensee, Licensee shall be responsible for only its transfer costs from the old pole to the new pole and for the costs of Utility on a pro rata basis with other pole licensees. In any case where facilities of Utility or of others are required to be rearranged on the poles of Utility to accommodate the attachments of Licensee, Licensee shall pay to Utility the total cost incurred by Utility in rearranging such facilities. In any case where Licensee's facilities are required to be rearranged to accommodate the attachments of a third-party, Utility shall first notify the third party of the existence of Licensee's facilities and shall require proof from the third-party attacher that satisfactory arrangements have been made with Licensee for reimbursement of any expense occasioned by the third-party's request.

8.9 Noninterference with Utility Circuits.

Licensee expressly agrees that Utility's circuits are to continue in normal operation during Licensee's performance of any construction or maintenance, and that Licensee is to provide and use all protective equipment necessary for the protection of the public, the Utility, and Licensee's employees, contractors, and equipment, and Licensee shall guard against interference with normal operation of Utility's circuits.

**ARTICLE IX
Abandonment of Poles and Removal of Attachments**

9.1 Notice.

Licensee may at any time remove its facilities from any of Utility's poles and, in such case, Licensee shall immediately give Utility written or electronic notice of such removal identifying from what locations and on what date equipment was removed. Removal of said facilities from any of Utility's poles shall constitute a termination of Licensee's privilege to use such poles. Licensee shall, upon removing its equipment from any of said poles, immediately treat all abandoned holes with an industry acceptable wood preservative and repair such facilities as reasonable and appropriate. All holes and wood poles shall be plugged with treated wood doweling with a diameter of one-sixteenth (1/16th) inch greater than the diameter of the hole.

9.2 Pole Abandonment

If Utility desires at any time to abandon any pole(s), it shall give Licensee notice in writing or in electronic form to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole(s). If Licensee desires to maintain its attachments, then Licensee shall notify Utility and Utility shall, when feasible, negotiate in good faith mutually acceptable terms and conditions for the sale of the pole(s) to Licensee. If Licensee does not desire to maintain its attachments, then Licensee shall remove its attachments prior to the date on which Utility intends to abandon the pole(s). If, at the expiration of such notice period, Licensee has not

removed all of its attachments from such poles, Utility may remove Licensee's attachments and charge Licensee a reasonable fee for such removal.

9.2.1 Should Licensee buy the pole, as specified herein, Licensee agrees and understands that it shall assume total responsibility for, and hold Utility harmless therefrom, maintenance, replacement and/or disposal requirements mandated by state and/or federal law. Licensee recognizes and acknowledges that it is taking title to the pole for all purposes. Licensee further recognizes and acknowledges that utility poles and related items may contain various hazardous chemicals or properties and that Licensee shall become familiar with the terms of the appropriate material safety data sheet and agrees to comply with such terms and all directions contained therein or otherwise required by state and federal law regarding the maintenance, replacement and/or disposal of the pole. Licensee also understands the Utility does not warrant, guarantee or imply that such poles possess sufficient mechanical strength as required by any use of Licensee. Additionally, Licensee agrees and understands the Utility makes no representations or guarantees concerning any right to occupy the premises where the pole is currently located upon the removal of Utility's facilities.

ARTICLE X Rentals, Charges and Rates

10.1 Rental Rate.

Licensee shall pay to Utility rental fees on an annual basis, in accordance with the fee schedule established by Utility. The present fee schedule is attached as Exhibit A to this Agreement. Rental shall be calculated for each annual period based on each attachment on Utility's poles existing as of December 31. There shall be no pro-ration of rentals for partial years.

10.2 Billing Cycle.

Annual invoices shall be rendered on or about July 1 of each year based on the number of Utility poles with Licensee attachments existing as of December 31 of the prior year. Invoices shall be considered delinquent if not paid within forty-five (45) days of the billing date. Nonpayment of any amount due under this Section shall constitute a default of this Agreement if such amount remains unpaid thirty (30) days after receipt of written notice of such nonpayment. Notwithstanding the foregoing, in the event of a bona fide dispute regarding the amount owed by Licensee, Licensee shall promptly pay any amounts undisputed from the total billing.

10.3 Pole Inventory.

Annually, by May 1 of each year, Licensee shall tabulate the total number of Licensee attachments on Utility poles existing as of December 31 of the prior year and shall certify the same to the Utility as true, correct, and complete.

10.4 Physical Inventory.

Utility shall have the right to conduct a physical inventory of Licensee's attachments on Utility's poles upon ninety (90) days advance written notice. In such event, Utility employees or contractors selected by Utility shall conduct such physical inventory. Licensee shall notify Utility if Licensee chooses to have a representative present during the inventory process. A physical inventory shall be taken no more frequently than once every year; provided, however, that Utility may request and require a physical inventory to be taken more frequently in the event of a default by Licensee in the performance of its obligations hereunder. The cost of such physical inventory shall be shared equally among all users of the poles, unless such inventory discloses unpermitted or otherwise unauthorized attachments, in which case Licensee shall pay the entire cost of the inventory for any pole(s) determined to have unauthorized attachments.

10.5 Inventory from Plant Records.

As an alternative to performance of the physical inventory, the parties may, if mutually agreeable, determine the number of attachments from existing maps and/or attachment records provided that such maps or records exist and provided that each party agrees that results with reasonable accuracy can be achieved. If the parties agree to this method, any maps and/or records belonging to one of the parties and utilized to count attachments shall be made accessible to the other party and the number of attachments shall be determined through a mutual and Utility effort of both parties. The results of attachment counts performed in this manner shall be treated, for the purpose of determining rentals and other charges due for unauthorized attachments, as if results were achieved by the actual physical inventory.

10.6 Rental Rate Adjustments.

Utility's rental schedule to Licensee will be adjusted upon written notice to Licensee not less than sixty (60) days prior to the effective date of the new rental schedule.

10.7 Payment.

Unless specifically provided for elsewhere in this Agreement, all non-rental amounts payable under this Agreement, such as for erection, rearrangement, relocation or abandonment, shall be due and payable within thirty (30) days of billing by Utility.

ARTICLE XI Safety

11.1 Inspections.

Utility shall have the right to inspect each new installation of Licensee's facilities upon and in the vicinity of such poles and to make periodic inspections as it deems reasonably necessary. Such inspections, whether made or not, shall in no manner relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement. The frequency of periodic inspections is dependent on the performance of Licensee in conforming to the terms of this Agreement.

11.2 Licensee Practices.

Licensee shall have written standard practices that address construction standards and communication protocols to be followed in attaching facilities to Utility's poles. The standards should specify any obligations that exceed NESC regulations or those contained in any applicable codes, rules or regulations. These standards should also address communication methods and contacts for notifications, project plans, authorizations and compliance certifications. These standards shall be made readily available to Utility upon request.

11.3 Conflicts with Electric Lines.

Utility shall provide Licensee notice of any code, rule or regulation violations it discovers. Code, rule or regulation violations and conflicts with electric lines shall be corrected in a prompt manner by Licensee if Licensee created the violation. In some instances, code, rule, or regulation may require that qualified electrical workers perform the work. In that event, Licensee shall either hire qualified contractors or pay Utility to perform the work. Failure by Licensee to act in a prompt and responsible manner may result in Utility taking appropriate measures to correct the safety violations involved and Licensee shall be responsible for the cost thereof. In such cases, the inspection, design, repair, and coordination charges shall be borne by Licensee if it failed to perform necessary duties required by code, state and local statutes, ordinances, or administrative rules and regulations.

ARTICLE XII Liability and Damages

12.1 Duty of Care; Reimbursement for Damages.

Each party shall exercise precautions to avoid causing damage to the other party's poles, facilities and equipment, and shall assume all responsibility for such damage to the extent said damages were caused by the party's negligent, reckless or intentional conduct. In the event damage is caused, the responsible party shall make an immediate report of the occurrence to the other party and shall reimburse the other party under this section no later than forty-five (45) days from the occurrence of damages.

12.2 Limitation on Damages

Utility shall not be liable to Licensee for consequential, incidental, punitive, exemplary, or indirect damages incurred by Licensee or by any subscriber, customer, or purchaser of Licensee for lost profits or other business interruption damages, whether by virtue of any statute, tort, or contract, under any provision of indemnity, or otherwise, regardless of the theory of liability upon which any such claim may be based.

ARTICLE XIII Third Party Uses

13.1 Noninterference.

Nothing contained herein shall be construed as affecting any rights or privileges conferred by Utility, by contract or otherwise, to others not a party to this Agreement to use any facilities or poles covered by this Agreement. Utility shall have the right to continue to extend such rights and privileges. The privileges granted herein to Licensee shall at all times be subject to any such contracts and arrangements, including extensions thereof. Should any other party claim a prior right covered by this Agreement, and such claim be upheld by a court of proper jurisdiction, Licensee waives any and all claims against Utility for damages, or otherwise, on account thereof.

ARTICLE XIV
Indemnification and Insurance

14.1 Indemnification.

Licensee shall indemnify, protect, save harmless and insure Utility from and against any and all claims and demands of any kind or nature arising out of or relating to this Agreement for damages to property and for injury or death to persons, (including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits), sustained as a direct or indirect consequence of Licensee's access of Utility's poles or the underlying property or of Licensee's erection, maintenance, repair, presence, use or removal of Licensee's attachments, including any claims or damages for failure to acquire a property right or have authority to attach or permit attachment to Utility's poles. Such obligation to indemnify, protect, save harmless and insure shall include, but not be limited to all expenses incurred in defending against any such claims or demands, including attorneys' fees, expert fees and other costs of defense.

14.2 Insurance Requirements.

While this Agreement is in effect Licensee shall either self-insure or shall carry and keep in force insurance policies with a reliable company in a form satisfactory to Utility to protect the parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result directly or indirectly from Licensee's activities under this Agreement which policies shall be in amounts no less than the following minimum requirements:

14.2.1 Comprehensive general liability insurance (including coverage for motor vehicle operation) and independent contractors insurance, with minimum limits of \$1 million each occurrence and \$3 million aggregate, including coverage for contractual liability insurance.

14.2.2 Workers' compensation insurance in compliance with the laws of the State of Minnesota, and employer's liability insurance with minimum limits of \$500,000.

14.2.3 Licensor accepts that Licensee is self-insured for the insurance requirements stated above. Copies of the underlying policies shall be provided for inspection within thirty (30) days of request. In the alternative, Licensee shall demonstrate to the satisfaction of Utility that it is self-insured and that any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance.

ARTICLE XV
Term of Agreement

15.1 Term; Termination.

This Agreement shall become effective as of the Effective Date and shall continue in effect until December 31, 2020, subject to annual rate revisions pursuant to Article X. Thereafter, this Agreement shall automatically renew from year to year unless terminated by either party by giving written notice of its intention to do so not less than 90 days prior to the end of any term. Upon termination of this Agreement, the terms of this Agreement shall continue to apply to Licensee's facilities in place on Utility poles as of the termination date, unless and until a successor agreement has been executed.

15.2 Survival of Obligations.

Termination of this Agreement in whole or in part shall not release the parties from any liability or obligation hereunder, whether of indemnity or otherwise, which may have accrued, or which may be accruing or which arises out of any claim that may have accrued or be accruing at the time of or prior to termination.

ARTICLE XVI
Default

16.1 Notice of Default; Cure

If Licensee shall fail to comply with any material provision of this Agreement or should default in any of its obligations under this Agreement, and Licensee shall fail within forty-five (45) days after written notice from Utility to correct or undertake to correct with reasonable diligence such noncompliance or default, Utility may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the license covering the attachment or attachments in respect to which such default or noncompliance shall have occurred. Excepting safety and/or code related defaults, if the default is of such a nature that it cannot be corrected within forty-five (45) days, Licensee's obligation hereunder is satisfied if Licensee within forty-five (45) days and submits in writing a reasonable plan and work schedule and commitment to finish the correction promptly.

ARTICLE XVII
Ownership Rights

17.1 License Only.

No use, however extended, of any of the facilities under this Agreement shall create or vest in Licensee any ownership or property rights therein, but Licensee's rights therein shall be and remain a mere license.

ARTICLE XVIII
Notices

18.1 Delivery.

Unless otherwise provided in this Agreement, any notice, request, consent, demand or statement which is contemplated to be made upon either party by the other party under any of the provisions of this Agreement, shall be in writing and shall be treated as duly delivered when it is either (a) personally delivered to the office of Utility in the case of notice to be given to Utility, or personally delivered to the office of Licensee in the case of notice to be given to Licensee; or (b) deposited in the United States Mail and properly addressed to the party to be served as follows; or (c) electronically to the email addresses listed below:

(a) If notice is to Utility:

Appropriate name, title
City of Windom
400 Drake Avenue
Windom, MN 56101
Email
Phone Number

(b) If notice is to Licensee:

Minnesota Energy Resources Corporation
Attention Dave Valine
2685 145th Street West
Rosemount, MN 55068
david.valine@minnesotaenergyresources.com
218-878-2242

ARTICLE XIX
Supplemental Agreements

19.1 Changes.

This Agreement may be amended or supplemented only upon written agreement by the parties hereto.

**ARTICLE XX
Payment of Taxes**

20.1 Each party shall pay all taxes and assessments lawfully levied on its own property upon Utility's poles, and the taxes and assessments which are levied on said poles shall be paid by Utility thereof, but any tax, fee or charge levied on Utility's poles solely due to Licensee's use shall be paid by Licensee.

20.2 Licensee agrees that if any tax, fee or charge is levied against Utility solely due to Licensee's equipment or facilities being on Utility's poles, Licensee will reimburse Utility the full amount of said tax, fee, or charge.

**ARTICLE XXI
Waiver of Terms or Conditions**

21.1 Waiver.

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but such conditions and terms shall remain at all times in full force and effect.

**ARTICLE XXII
Interest and Payments**

22.1 Due Date; Interest

Unless otherwise provided herein, all amounts to be paid by Licensee to Utility under this Agreement shall be due and payable within thirty (30) days after an itemized statement is presented to Licensee. Any payment not paid within thirty (30) days from the due date shall bear interest at the rate of 1.5% per month until paid.

**ARTICLE XXIII
Construction of License**

23.1 Minnesota Law Shall Apply.

This Agreement is deemed executed in the State of Minnesota and shall be construed under the laws of the State of Minnesota without regard to its conflict of laws principles.

23.2 Venue for Litigation.

In the event suit or action is instituted to enforce or interpret any of the terms of this Agreement, the parties agree that proper venue for said action or suit shall lie in the Circuit Court, County of Cottonwood, State of Minnesota.

**ARTICLE XXIV
Representations, Warranties, and Covenants**

24.1 Common Representations

Each Party represents and warrants that: (a) it has full authority to enter into and perform this Agreement; (b) this Agreement does not conflict with any other document or agreement to which it is a party or is bound, and this Agreement is fully enforceable in accordance with its terms; (c) it is a legal entity duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it was formed; (d) the execution and delivery of this Agreement and performance hereunder will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule, or regulation applicable to it; and (e) no consents need to be obtained from any governmental agency or regulatory authority to allow it to execute, deliver, and perform its obligations under this Agreement.

24.2 Compliance with Laws and Administrative Rules.

Licensee agrees that, in the performance of this Agreement, Licensee shall comply with and be subject to all state and local governmental rule and regulations.

24.3 Required Authorizations

Licensee represents and warrants that it has obtained (or will obtain prior to making any attachments pursuant to this Agreement) all legally required authorizations that Licensee must obtain from federal, state, county, or municipal authorities, public or private landowners, or other third parties, to erect, operate and maintain Licensee's attachments, and that Licensee will continue to maintain and comply with such legally authorizations while this Agreement remains in effect.

24.4 LIMITATIONS ON WARRANTIES

THERE ARE NO WARRANTIES UNDER THIS AGREEMENT EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UTILITY SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF UTILITY'S DISTRIBUTION POLES.

**ARTICLE XXV
MISCELLANEOUS**

25.1 Construction of Agreement

This Agreement was reached by each Party after arms; length negotiations and upon the opportunity for advice of counsel, and shall not in any way be construed against either Party on the basis of having drafted all or any part of this Agreement.

25.2 No Third Party Beneficiaries

This Agreement is intended to benefit only the Parties and may be enforced solely by the Parties, their successors in interest, or permitted assigns. It is not intended to, and shall not, create rights, remedies, or benefits of any character whatsoever in favor of any persons or entities other than the Parties.

25.3 Severability

Wherever there is a conflict between any provision of this Agreement and any law, such law shall prevail, provided however, that the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.

25.4 Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. Execution of this Agreement by facsimile or electronic signatures shall have the same legally binding effect as an original paper version.

Dated this ____ day of _____, 2019.

City of Windom
a Minnesota Utility

By _____
Appropriate name
And title

Dated this ____ day of _____, 2019.

Minnesota Energy Resources Corporation

By _____
Dave Valine
Minnesota Energy Resources Corporation

Its _____

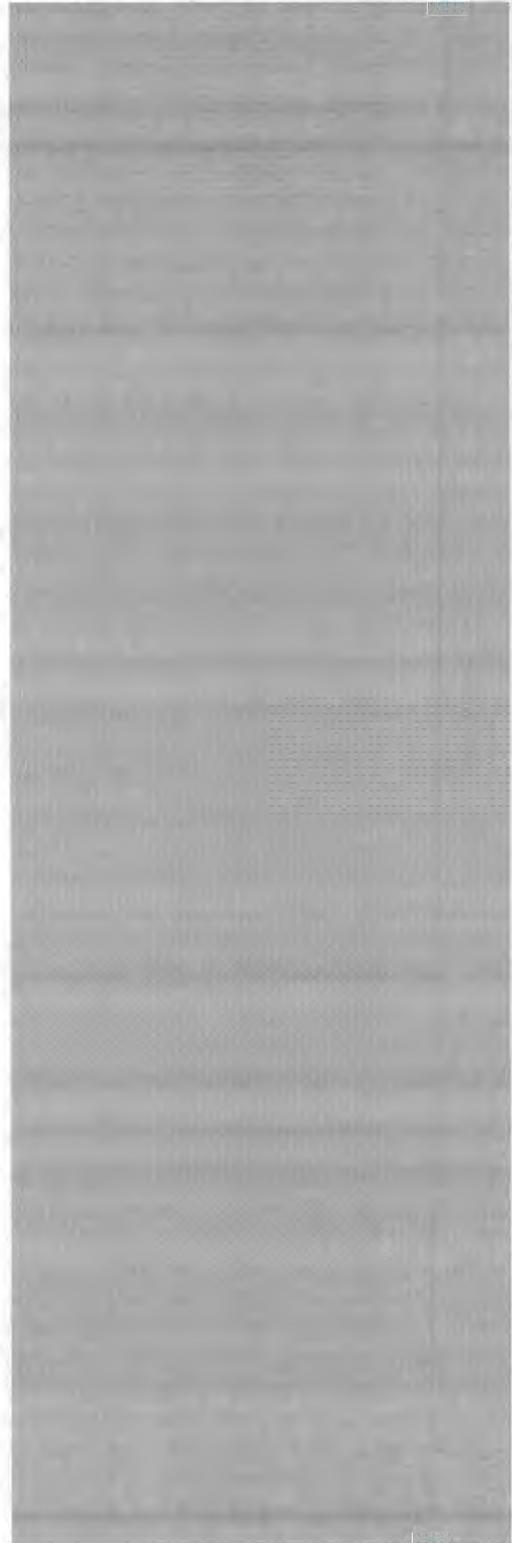


EXHIBIT A – FEES

This Exhibit A is in effect as of the Effective Date of the Agreement, above. This Exhibit A, and the fees prescribed hereunder, may be adjusted as provided in Section 10.6, and such adjustments shall be deemed an amendment to the Agreement.

Fees

Application Processing Fee. \$ ____ per Application.

Pole Attachment Rental Fee. \$ ____ per Attachment [**per Attached Pole**] per year.

Power Fee \$ ____ per Attachment [**per Attached Pole**] per year

Note: The Cisco CGR as configured for Itron uses a maximum of 304 KWH per year



Application No. _____
Contract No. _____ [Or other system of identification used by the Utility to identify the Agreement.]
Name of Licensee Company:

POLE ATTACHMENT APPLICATION

In accordance with the above referenced Agreement, application is hereby made for Licensee to make attachments to 3 Metal Light Poles located in the areas denoted in the excel file (including photos).

The poles for which Authorization to attach is requested are listed by pole number below and further identified on the attached map.

The following information is attached as part of this Application:

- (a) construction plans and drawings detailing Licensee's build out plan;
- (b) maps indicating specifically the Distribution Poles of Licensor that Licensee proposes to use;
- (c) the number and character of the Attachments to be placed on each Distribution Pole;
- (d) all equipment to be included in Licensee's attachments;
- (e) Drop/Lift Poles that Licensee intends to install;
- (f) the total tension, weight, and transverse loading data for the wires, including multiplication by the applicable overload factors of the NESC;
- (g) the size and type of messenger wire including weight/feet and design tension;
- (h) the size and type of cable including weight/feet, design tension, and diameter;
- (i) a drawing showing the type and manner of bolted Attachments;
- (j) a drawing showing installation specifications, rating, and guy and anchor requirements proposed to be used by Licensee;
- (k) any pedestal attachments; and
- (l) any other information necessary, in Licensor's sole judgment, for Licensor to determine if the requirements of Section 4.4 are met.

Commented [A1]: Iron will provide pole installation drawings once the sites are finalized

LICENSEE:

By: _____
Title: _____
Date: _____

List of Poles

**CGR Site
Information**

Site ID	Longitude	Latitude	Height (ft)	City
C_220	95° 6'57.24"W	43°51'35.61"N	45	Windom
C_221	95° 7'58.35"W	43°52'35.64"N	45	Windom

The site list information is preliminary. Final site location to be determined by the City working with Itron (on behalf of Minnesota Energy Resources Corporation).

C-220 Pictures





C-221 Picture



MEMORANDUM



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

TO: City Council
FROM: City Administrator 
DATE: May 15, 2019
RE: 2020 State Bonding Request(s) and Priorities

The State of Minnesota typically has a bonding session in even-numbered years. The Minnesota office of Management and Budget has released the information and instructions for local units of government to request 2020 State bonding funds.

These State bonding requests require local match and that the project be completed in a timely manner (typically two years). The range of projects seeking these funds range from basic infrastructure (sanitary sewer and water) to quality of life amenities (amphitheater and parks).

Windom has been both successful and unsuccessful in asking for State bonding funds. Most recently we were awarded \$3 million for the Wastewater Treatment Plant, but were previously unsuccessful in our applications for the Emergency Services Facility and Ice Arena projects.

The City has a long list of projects in our Capital Improvement Plan (CIP) that are potentially eligible, but there may be other ideas for improvements not yet on the CIP. Attached is the current CIP for your information. The submissions are not extremely detailed but the more information available (e.g. engineering cost estimates, preliminary plans, etc.) the stronger the submission. These requests do take significant staff time and possibly incur third party expenses such as engineering or architectural drawings.

Staff is requesting that the City Council think about whether or not the City wants to pursue State bonding funds and what your priority project would include. A discussion can be held at your June 4, 2019, but please note the submissions to the State are due by June 14, 2019.

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

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2019	2020	2021	2022	2023	Total
Administration								
Computer Replacement	ADMIN 002	1		1,600				1,600
Administration Total				1,600				1,600
Airport								
Instrument Landing Equipment	AIRPORT 005	1				250,000		250,000
Crosswind Runway Design	AIRPORT 007	3				150,000		150,000
Crosswind Runway Land Acquisition	AIRPORT 008	2				600,000		600,000
Runway Extension Environmental Reivew	AIRPORT 011	1					75,000	75,000
Crosswind Runway Construction	AIRPORT 012	4					2,000,000	2,000,000
Hanger Addition to Existing Buildings	AIRPORT 013	1	391,000					391,000
New 4 Bay Hanger	AIRPORT 014	1		750,000				750,000
Unit 46A Replacement	AIRPORT 015	1				130,000		130,000
Airport Total			391,000	750,000		1,130,000	2,075,000	4,346,000
Ambulance								
Unit 29 - Ambulance Replacement	AMB 003	1	235,000					235,000
Unit 27 - Ambulance Replacement	AMB 005	1				235,000		235,000
Radio & Pager Equipment	AMB 006	1		125,000				125,000
Unit 28 - Ambulance Replacement	AMB 007	1					250,000	250,000
Ambulance Total			235,000	125,000		235,000	250,000	845,000
Arena								
Roof Repair/Rehabilitation	ARENA 009	1		160,000				160,000
Parking Lot Rehabilitation	ARENA 010	2		20,000				20,000
Livestock Building\Riding Rink	ARENA 011	3			200,000			200,000
Arena Total				180,000	200,000			380,000
Building\Zoning								
Computer Replacement	BUILD 003	1	1,800					1,800
Color Copier Replacement	BUILD 004	1		7,000				7,000
Dilapidated Housing Demolition Program	BUILD 005	2	22,850	30,000	30,000	30,000	30,000	142,850
Building\Zoning Total			24,650	37,000	30,000	30,000	30,000	151,650
City Hall								
Window Replacement	CH 001	2		20,000				20,000
Tuckpointing and Foundation Repair	CH 008	2		100,000				100,000
EDA\Building Office Windows	CH 010	2		7,500				7,500
Roof Replacement	CH 011	1	20,000					20,000
City Hall Total			20,000	127,500				147,500

Department	Project #	Priority	2019	2020	2021	2022	2023	Total
Community Center								
Meeting Room Maintenance\Improvements	COMM 001	2			10,000			10,000
Dance Floor Replacement	COMM 002	3		14,800				14,800
Sound System	COMM 003	3			60,000			60,000
Stage	COMM 006	3		8,500				8,500
Equipment Replacement\Upgrades	COMM 007	1	0	5,000	10,000			15,000
Mechanical Systems	COMM 009	1	0	30,000				30,000
Roof Replacement	COMM 010	1		85,000				85,000
Garage Doors w\ Openers	COMM 011	2			9,800			9,800
Gym Renovation	COMM 012	2				85,000		85,000
Outdoor - Grounds and Equipment	COMM 014	2	7,000	4,000	4,000	4,000		19,000
Community Center Total			7,000	147,300	93,800	89,000		337,100
EDA								
NWIP South 80 Addition	EDA 003	1	0	275,000	50,000	50,000	50,000	425,000
Prairie Meadow Subdivision	EDA 004	5					0	0
East Highway 60 Development	EDA 006	2		2,111,000				2,111,000
Cottonwood Lake Site Reclamation	EDA 007	2			2,068,000			2,068,000
Highway 60 Corridor Study	EDA 009	2	150,000					150,000
EDA Total			150,000	2,386,000	2,118,000	50,000	50,000	4,754,000
Electric								
Distribution System Upgrades	ELE 001	1	300,000	330,000	330,000	330,000		1,290,000
Skid Loader Replacement	ELE 002	2			50,000			50,000
Misc Equipment - Unidentified	ELE 004	3	40,000	40,000	40,000	40,000		160,000
Unit 30 Replacement	ELE 014	1	40,000					40,000
Generation	ELE 016	1		110,000	3,500,000			3,610,000
CAT Radiator Maintenance	ELE 017	1	50,000					50,000
Replace Unit 362	ELE 018	2		44,000				44,000
Line Truck	ELE 019	2		60,000				60,000
Power House Heat	ELE 020	1	10,000					10,000
Transmission Study	ELE 021	2	25,000					25,000
McGraw Tap Changer	ELE 022	1	30,000					30,000
Electric Total			495,000	584,000	3,920,000	370,000		5,369,000
Fire								
Rural Engine\Pumper Truck - Unit 21	FIRE 003	1		440,000				440,000
First Response Truck - Unit 24	FIRE 005	3				250,000		250,000
City Engine\Pumper - Unit 23	FIRE 006	1		450,000				450,000
Radio Replacement Fund	FIRE 007	1				40,000		40,000
Turn Out Gear	FIRE 008	1	18,000					18,000
Fire Total			18,000	890,000		290,000		1,198,000
Library								
Computer Replacement	LIB 007	1		2,000				2,000
Library Remodel Project	LIB 008	2	20,000	20,000	20,000	20,000		80,000
Library Total			20,000	22,000	20,000	20,000		82,000
Liquor								
New Store	LIQUOR 014	3		2,000,000				2,000,000
Computer Replacement	LIQUOR 015	1					2,000	2,000

Department	Project #	Priority	2019	2020	2021	2022	2023	Total
Equipment Replacement Fund	LIQUOR 016	1	5,000	5,000	5,000	5,000		20,000
Liquor Total			5,000	2,005,000	5,000	5,000	2,000	2,022,000
Multiple Depts								
City-wide Network & Server Upgrades	MULTI 003	1	6,000	6,000	6,000	6,000		24,000
Multiple Depts Total			6,000	6,000	6,000	6,000		24,000
Parks								
Park Restroom Improvements	PARK 001	2	35,000					35,000
Windom Rec Area - Lighting	PARK 005	4		160,300				160,300
Windom Rec Area - Parking Lot & Trail Improvements	PARK 006	4			60,000			60,000
Toro Groundskeeper Mower (328D)	PARK 010	1		25,000				25,000
Unit 70 Pick-up Truck	PARK 011	2			32,000			32,000
Playground Equipment Replacement Fund	PARK 014	3	0	10,000	10,000	10,000		30,000
Dog Park	PARK 017	5		1,000				1,000
Tennis/Pickleball Court Construction	PARK 018	2	200,000					200,000
New Island Park Comfort Station	PARK 019	1	150,000					150,000
Parks Total			385,000	196,300	102,000	10,000		693,300
Police								
School Resource Vehicle Replacement	POLICE 014	2	11,000					11,000
AED Replacements	POLICE 015	1	4,500					4,500
Police Total			15,500					15,500
Pool								
Renovated Pool	POOL 003	3		2,500,000				2,500,000
Pool Total				2,500,000				2,500,000
Streets								
2020 Street Project	STR 003	1		2,500,000				2,500,000
Equipment Fund Reserve	STR 005	2	30,000	50,000	50,000	50,000		180,000
Pick-up Replacement (Unit 40-05)	STR 009	1		36,000				36,000
2.5 Ton Dump Trucks (Units 42-04; 43-04 and 44-04)	STR 010	1			260,000	130,000		390,000
Street Sweeper Replacement	STR 011	1	184,500					184,500
Insect Sprayer Replacement	STR 012	2				12,000		12,000
Loader Unit & Attachments	STR 015	1	29,000	29,000	29,000	0	0	87,000
2023 Street Project	STR 019	3					2,000,000	2,000,000
Grader Replacement	STR 021	2	30,000	30,000	30,000			90,000
Skid Loader Replacement	STR 022	2	35,000					35,000
Traffic Signal Lights	STR 025	1	500,000	250,000				750,000
Streets Total			808,500	2,895,000	369,000	192,000	2,000,000	6,264,500
Telecom								
Vehicle Replacement	TEL 015	1		26,000				26,000
System Expansion - Co Road 13	TEL 021	2		35,000				35,000
Jeffers Expansion	TEL 023	3			900,000			900,000
Cottonwood Co Fiber Transport Network	TEL 024	2		500,000				500,000
Fiber Puller	TEL 026	2		6,000				6,000
Cisco 15454 Replacement - OC3 Transport	TEL 027	1		15,000				15,000
Spam Server Replacement	TEL 028	2		7,500				7,500
Transport Project - CO Fiver Trunk South	TEL 029	1		35,000				35,000

Department	Project #	Priority	2019	2020	2021	2022	2023	Total
Transport Project - CO Fiber Trunk North	TEL 030	1		16,000				16,000
Fiber Optic OTDR	TEL 031	1		7,500				7,500
Mt. Lake Expansion	TEL 032	3				2,500,000		2,500,000
Comfrey Expansion	TEL 033	3					1,500,000	1,500,000
Telecom Total				648,000	900,000	2,500,000	1,500,000	5,548,000
Wastewater								
General Plant Improvement/Maintenance	SEWER 001	2	5,000	5,000	5,000			15,000
Treatment Plant Upgrade	SEWER 002	1	18,900,000					18,900,000
Jetter Truck Replacement	SEWER 005	1		100,000				100,000
General Equipment	SEWER 006	3	20,000	20,000				40,000
Interceptor/Collection System Improvements	SEWER 007	1	10,000	10,000	10,000			30,000
Unit #60 Replacem - 1 1/2 Ton Pick-up Truck	SEWER 009	2	15,000					15,000
Lift Station Improvements	SEWER 010	1	5,000	5,000	5,000			15,000
Wastewater Total			18,955,000	140,000	20,000			19,115,000
Water								
Wells and Well Site	WATER 001	1	5,000	5,000	5,000			15,000
Pumping Equipment	WATER 002	1	5,000	5,000	5,000	5,000	5,000	25,000
Filter Plant Improvements	WATER 004	1	10,000	10,000				20,000
Water Main Improvements	WATER 005	1	5,000	5,000	5,000			15,000
Unit 60 Vehicle Replacement 1/2 Ton Pick-up Truck	WATER 006	3	15,000					15,000
Hydrants	WATER 008	2	5,000	5,000	5,000			15,000
Mower Replacement	WATER 011	3		15,000				15,000
Water Total			45,000	45,000	20,000	5,000	5,000	120,000
GRAND TOTAL			21,580,650	13,685,700	7,803,800	4,932,000	5,912,000	53,914,150