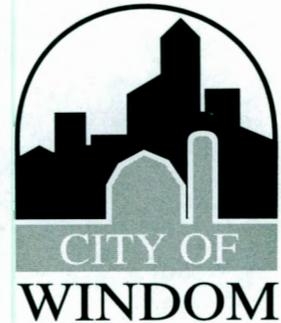


**Council Meeting**  
**Tuesday, January 21, 2020**  
**City Council Chamber**  
**6:30 p.m.**  
**AGENDA**



Call to Order

Pledge of Allegiance

1. Consent Agenda
  - Minutes
    - Council Minutes – January 7, 2020
    - Telecom Minutes – December 30, 2019
    - EDA – January 13, 2020
    - Library Board – January 14, 2020
  - Regular Bills
2. Department Heads
3. Ordinance Readings
  - Second Reading Ordinance No. 183, 2<sup>nd</sup> Series – Adopting a Codified Supplement to the Code of Ordinances
  - Second Reading Ordinance No. 184, 2<sup>nd</sup> Series – Revising Existing Ordinances
4. Fire Department
  - Relief Association Donation
  - Surplus Equipment
5. Personnel Hiring Recommendations - Liquor Store Clerk
6. Resolution Authorizing DEED Redevelopment Grant Application
7. Drug and Alcohol Testing Policy – CDL's
8. Clifton Larson & Allen – Letters of Engagement
  - City of Windom
  - Economic Development Authority
9. Additional 2020 Mayor Appointments & Reappointments
10. New Business
  - Strategic Planning Process Information Review
11. Old Business
  - 2020 Street Project – 6<sup>th</sup> Avenue Gravel Option
12. Contractor Payment/Change Orders
  - Wastewater Treatment Facility- Insurance Claim for Floor Repair
13. Council Comments



**Regular Council Meeting  
City Hall, Council Chamber  
January 7, 2020  
6:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Jones.

2. Roll Call:

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

Council Absent: None

City Staff Present: Steve Nasby, City Administrator; Brian Cooley, Street & Parks Superintendent; Jason Sykora, Electric Superintendent; Glenn Lund, Water/Wastewater Superintendent; and Spencer Winzenried, Community Center Director;

3. Pledge of Allegiance

4. Appointment of City Administrator/Assistant City Administrator:

**Motion by Byam second by Ray to appoint Steve Nasby as City Administrator/Assistant City Administrator. Motion carried 5 - 0.**

5. Appointment of City Attorney:

**Motion by Ray second by Grunig to appoint Ron Schramel/Schramel Law Office as City Attorney. Motion carried 5 - 0.**

6. Designation of Financial Institutions:

**Motion by Grunig second by Ray to approve Bank of the West, Bank Midwest, United Prairie Bank, Fulda Credit Union, 4M Fund, and Multi-Bank Securities as the designated Financial Institutions for the City of Windom. Motion carried 5 - 0.**

7. Designation of Official Newspaper:

**Motion by Byam second by Quade to approve the Cottonwood County Citizen as the designated newspaper for the City of Windom. Motion carried 5 - 0.**

8. Set City Council Meeting Time/Date:

**Motion by Byam second by Ray to approve the City of Windom City Council Meeting Schedule as presented commencing on the First & Third Tuesdays at 6:30 PM. Motion carried 5 - 0.**

9. Consent Agenda:

Preliminary

- Minutes
  - Council Minutes – December 17, 2019
  - HRA – November 13 & 20, 2019
  - Street Committee – December 12, 2019
  - Utility Commission – December 17, 2019
- Regular Bills

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

10. Department Heads:

Brian Cooley, Street & Parks Superintendent, stated that the Street Department will be trimming trees starting at 17<sup>th</sup> Street during school hours. Work areas will be blocked for resident safety. The department is also filling potholes as time allows during the winter season. He encouraged residents to report potholes via phone, City website email and their Facebook page.

11. Resolutions Accepting Donations:

**Council Member Grunig introduced the Resolution No. 2020-01, entitled "AUTHORIZATION TO ACCEPT DONATION FROM DOUG SCRIVENS TO THE WINDOM POLICE DEPARTMENT K-9 UNIT" and moved its adoption. The resolution was seconded by Ray and on roll call vote: Yes: Byam, Grunig, Nelson, Quade, & Ray. No: None. Absent: None. Abstain: None. Resolution passed 5 - 0.**

**Council Member Byam introduced the Resolution No. 2020-02, entitled "AUTHORIZATION TO ACCEPT A DONATION FROM DOROTHY VAN NORMAN TO THE WINDOM LIBRARY FOR THE CHILDREN'S LIBRARY" and moved its adoption. The resolution was seconded by Quade and on roll call vote: Yes: Nelson, Grunig, Byam, Quade, & Ray. No: None. Absent: None. Abstain: None. Resolution passed 5 - 0.**

**Council Member Nelson introduced the Resolution No. 2020-03, entitled "AUTHORIZATION TO ACCEPT A DONATION FOR THE WINDOM AMBULANCE DEPARTMENT GIVEN IN MEMORY OF OWEN AND CLARLYN GREEN" and moved its adoption. The resolution was seconded by Quade and on roll call vote: Yes: Grunig, Ray, Nelson, Quade, and Byam. No: None. Absent: None. Abstain: None. Resolution passed 5 - 0.**

12. Ordinance Readings:

Steve Nasby, City Administrator, said that Ordinances the City Council passed in the previous calendar year are sent to the codifier. Once reviewed, American League of Publishing assigns numbers and prints the Supplements for the City of Windom Code Book. The City must then adopt the codification by Ordinance.

**Motion by Grunig, second by Nelson approving the First Reading of Ordinance No. 183, 2<sup>nd</sup> Series – Adopting a Codified Supplement to the Code of Ordinances. Motion carried 5 – 0.**

Nasby said some housekeeping items have come up for amending a few City Code sections. He noted the Special Election Timing for a position vacancy, vehicle parking during snow emergencies and firearm silencer prohibition revision.

**Motion by Ray, second by Byam approving the First Reading of Ordinance No. 184, 2<sup>nd</sup> Series – Revising Existing Ordinances. Motion carried 5 – 0.**

13. Personnel Recommendations:

Nasby noted the State of Minnesota has implemented minimum wage rate increases annually for the last few years. In 2020, the new minimum wage is \$10.00 per hour for seasonal and part-time (non-union) employees. The seasonal/part-time (non-union) scale is included in the packet.

**Motion by Byam, second by Grunig approving the 2020 wage scale as presented. Motion carried 5 – 0.**

Glenn Lund, Water/Wastewater Superintendent, is asking the Council to approve the hiring recommendation of Chad Brand for the vacant Water/Wastewater Operator position. Lund explained that he along with Grunig, Utility Commission liaison, reviewed the applications that were received and after the interview process, are recommending Council approve the hiring of Brand at Step 6 of the union water/wastewater operator's scale. Brand has maintenance experience along with welding/fabrication and underground boring of water and sewer lines. The position is budgeted with the Water and Wastewater funds.

**Motion by Grunig second by Quade approving the hiring of Chad Brand for the Water/Wastewater Operator position at Step 6, with the advancement to Step 7 after completion of the six-month probationary period. Motion carried 5 – 0.**

14. Capital Improvement Completed Projects Report:

Nasby briefed the Council on capital improvements the City of Windom has approved in the last five years. The cost of the projects is approximately \$38.5 million, with the Wastewater Treatment Plant and Ambulance Replacement projects still in process. Nasby said the CIP report is a reference that can be used in the upcoming strategic planning process.

Council discussed briefly future goals and upcoming costs that may be incurred with future projects. By using the strategic planning processes, the City of Windom tax increases can possibly be kept in line. Nasby will report back at a future meeting a proposed "structured" approach to the future strategic planning process.

15. 2020 Mayor Appointments & Reappointments:

Jones reviewed the Appointments and Reappointments presented in the packet. He encouraged the public to help fill vacancies on the City Committees needing Board Members.

**Motion by Byam second by Ray approving the 2020 Mayor Appointments & Reappointments as presented. Motion carried 5 – 0.**

16. New Business:

Jones said the City received an update on the 6<sup>th</sup> Avenue portion of the 2020 Street Project, to convert the road back to gravel as was requested at the public hearing. The information is available at City Hall and more detail will be explained at the next Council meeting.

Preliminary

Jones noted the Pollution Control Report was received from the State of Minnesota, and the City of Windom is within all state recommended limits.

17. Old Business:

None.

18. Contractor Payment:

**Motion by Grunig second by Nelson to approve the Pay Request #14 for Gridor Construction in the amount of \$312,823 for the Wastewater Treatment Facility Improvement Project.**

19. Council Comments:

Quade stated the Wolf Lake Trail Committee Open House was held today. She said there was great discussion and feedback over potential trails in and around Windom. Quade also mentioned the Complete Count Committee met in regards to the 2020 Census. The Committee will be actively going out in the community with information and to help answer resident questions. She encouraged residents to contact her if they would like a member to speak at a local event. Residents will begin receiving information in March to complete. Quade will be attending the Southwest Regional Development Commission meeting on January 9<sup>th</sup> to speak about the recent happenings in Windom.

Byam reminded interested parties that he is hosting a statewide Ham Radio Class on-line January 13<sup>th</sup>. The Windom Area Foundation will be hosting their first meeting on January 15<sup>th</sup> at 5:30 PM at BARC and Jeff from the Southwest Initiative Foundation will be speaking at the event.

Grunig thanked Quade for taking on the Complete Count Committee role for the 2020 Census.

Ray extended prayers to the City of Waseca as one of their Police Officers was shot in the line of duty.

20. Adjournment:

**Mayor Jones adjourned the meeting by unanimous consent at 7:16 p.m.**

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

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

**TELECOMMUNICATIONS COMMISSION MEETING  
CITY OF WINDOM COMMUNITY CENTER December 30<sup>th</sup> 2019**

**I. Call Meeting to Order.** The meeting was called to order by Vice President Eichstadt at 6:04 PM

**II. Roll Call:**

President:	Kent Kelly <i>Absent</i>	City Staff:	Steve Nasby <i>Absent</i>
V President:	Travis Eichstadt	City Staff:	Jeff Dahna
Secretary:	George Rogotzke <i>Absent</i>	Council Liaison:	Jenny Quade <i>Absent</i>
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 December 9<sup>th</sup>, 2019 meeting**

**Motion by Palm, to approve minutes from the December 9<sup>th</sup>, 2019 meeting.  
Seconded by Scholwalter. Motion approves 3 to 0.**

**IV. Project Updates:**

Dahna reports that Windomnet staff continue to work on the migration of Central Office CSA subscribers to E7-2 system. Staff has been working on Outside Plant maintenance, splicing fiber drops and migrating MDUs to a Calix G.Fast systems.

Dahna reports on the status of - Calix Support Cloud – Windomnet staff, City billing staff, billing vendor and Calix representatives are working on the implementation of the system. Staff is also working on the Calix Netflow Analyzer data flows.

**V. Manager's Report:**

Dahna reports that he and Windomnet staff have been taking vacation time in December. Telecommunication Dept. Inventory was completed and turned in to finance director. Dahna reports that on 12/17/2019 Senator Klobuchar's staff tour for December stopped in Windom. After the roundtable discussion at council chambers, they toured the Windomnet Network Operations Center.

- Inteliquent Tandem Rehome – With the delays in receiving the new T1 assignments, IQ did not want to pull in the due date and wait. ASRs came in 12/26/2019 with a due date of 12/27/19 for CoWT and SMBS. Dahna states a one-day notice was extremely short and he will need to come into work during his scheduled vacation time to work with staff, review assignments and affirm the test and cutover dates with IQ. Turnup and testing of new T1s will be done ASAP and the LERG Effective date still stands at 1/9/2020.

**VI. New Business:**

Dahna covers that Fox Networks is wanting a 10x inflation increase to rates. NCTC is negotiating but no agreement has been made. Current agreement ends 12/31/2019. NCTC has requested that Windomnet use social media and website to help get Fox to work out an agreement with NCTC. Dahna spent time over vacation and Sunday reviewing negotiations updates and posting information on Facebook and updating Windomnet

website. As of 12/30/2019: Still under negotiation -Fox still wants over 20% increase for Fox News and over 7% for FS1. Dahna states that even though he will be on vacation or holiday he most likely have to spend time working on the agreement notifications.

**VII. Old Business:**

- Video Service Update – Video only customer count 187
- 2020 Budget – Incorporate new larger bandwidth packages/prices
- Video/Internet Rates- Committee members discuss various video/internet packages. Introductory video rate packages with internet.

**VIII. Commissioner's concerns and questions:**

**IX. Set Next Telecom meeting:** January 27<sup>th</sup>, 2020 at 6:00pm at the Community Center.

**X. Adjourn:** Meeting adjourned by unanimous consent at 6:59pm.

\_\_\_\_\_  
Travis Eichstadt, Telecom Committee V President

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

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

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM  
MINUTES  
JANUARY 13, 2020

1. Call to Order: The meeting was called to order by President Herding at 12:07 p.m.

2. Roll Call & Guest Introductions:

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

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

3. Approval of Minutes:

**Motion by Commissioner Byam, seconded by Commissioner Clerc, to approve the Minutes of the EDA Meeting held on December 9, 2019. Motion carried 3-0.**

4. Business Succession Planning

A. Bizlink North: The Board viewed a 5-minute video on succession planning from the University of Minnesota Mankato Small Business Development Center: [https://youtu.be/e48p2T\\_Jm2c](https://youtu.be/e48p2T_Jm2c) Director Hage explained that BizLink North helps supports the vitality of rural communities by acting as a facilitator to link prospective entrepreneurs with established retiring business owners who lack succession planning. This service allows both parties to achieve their goals and enables rural communities to sustain long-time businesses, their goods, services, jobs, and tax base. Currently BizLink North is conducting a pilot project in Sibley County. Representatives of BizLink North meet with business owners, free of charge, and gather information to list on BizLink's website for viewing by prospects. As this is not a formal listing, the name of the business is not posted on the website. BizLink North assists potential buyers in developing their business plans. BizLink North is also working through MSU Mankato to send information to U of M alumni concerning business opportunities. There was a brief discussion and it was the consensus of the Board that this is a potential service that could be beneficial to businesses in our area.

5. Cemstone Redevelopment Area

A. Sealed Bid Auction Update: The EDA Board will make a decision to move forward with the Cemstone Redevelopment Project in April or May. Director Hage reported that a flyer concerning the sealed bid auction was included in all of the utility bills sent in January and information was printed in the Citizen. Sealed bids for lots in the Cemstone Redevelopment Area ("South Cottonwood Lake Subdivision") may be submitted to the EDA Office until Monday, February 3, 2020, at 4:30 p.m.

The EDA is working with Cemstone on a Purchase Option for the 34-acre property. The purchase option will allow for the sealed bids to be exclusively with the EDA. The EDA reserves the right to reject any and all bids, to waive any technicalities, and to select the bid(s) deemed by the EDA to be in its best interests.

The purchase option would be in effect until mid-July 2020. This will allow the EDA and City time to decide if there is sufficient interest in the lots to allow the EDA to proceed with the purchase. The price for the granting of the option is \$100.

Director Hage advised that the Board will need to go into Closed Session to discuss the amount to be listed in the purchase option.

B. Closed Session – Land Negotiations - Purchase Option:

Present for Closed Session: Rod Byam, Rick Clerc, Betsy Herding, Drew Hage, Dominic Jones, Steve Nasby, Kathy Hanson, Kevin Stevens, and Mary Hensen.

Motion by Commissioner Clerc, seconded by Commissioner Byam, authorizing the Board to go into closed session. Motion carried 3-0.

President Herding closed the meeting to the public at 12:30 p.m.

Motion by Commissioner Byam, seconded by Commissioner Clerc, authorizing the President to re-open the meeting to the public. Motion carried 3-0.

President Herding re-opened the meeting to the public at 12:55 p.m.

**Motion by Commissioner Byam, seconded by Commissioner Clerc, authorizing the EDA Director to submit an option to purchase to Cemstone with the purchase price of \$1,529,340 as a placeholder with the option to expire on July 17, 2020. Motion carried 3-0.**

- C. Deed Redevelopment Grant – Update: Director Hage advised that the engineer's estimated costs for the demolition of the concrete plant and other building on site, removal of concrete bunkers, concrete pads, driveway, concrete bank supports, and removal of the concrete piles is \$424,905. Director Hage reviewed the estimated infrastructure costs for the West Phase. The Redevelopment Grant Program through the Minnesota Department of Employment & Economic Development (DEED) can pay up to fifty percent (50%) of the redevelopment costs. Eligible costs include public acquisition of land, demolition, interior abatement, infrastructure improvements, ponding, and environmental infrastructure. DEED prefers to fund demolition expenses and any grant received would require a match by the City. The grant application is due February 1, 2020. If the City receives the grant, there is a period of 24 months in which the project funded by the grant is to be completed. The City Council will make the final decision concerning the submission of the grant application. EDA Staff is requesting a recommendation from the EDA Board concerning submission of this application.

**Motion by Commissioner Byam, seconded by Commissioner Clerc, authorizing submission of an application in the DEED Redevelopment Grant Program and recommending City Council approval of the submission of this application. Motion carried 3-0.**

6. EDA Spec Building

- A. Closed Session – Land Negotiations - Parcel No. 25-839-0075: Director Hage reported that Cottonwood County is researching options for a new highway shop. The County Commissioners are currently working with ISG on an analysis of the County Highway Department's needs and the options available. One of their potential options is the EDA Spec Building and another building on North Redding Avenue. The EDA Spec Building property is 10.6 acres and the adjacent private property is 2.2 acres.

A county highway shop would be a compatible land use in the Carl Schneider Business Park. Traffic from a county highway shop would be minimal compared to other potential industrial businesses, and it would be preferable to locate new industrial businesses in the North Windom Industrial Park. Working with the County and locating a county highway shop on the EDA

property would help to maintain a competitive tax rate in Windom. The EDA Spec Building is a lower cost option for the County compared to a new build for a county highway shop estimated at \$12 to \$14 Million.

The Commissioners are requesting a more firm price if the EDA Spec Building is an option. They have also requested a price for splitting the property. Director Hage advised that the Board will need to go into Closed Session to discuss this matter.

Present for Closed Session: Rod Byam, Rick Clerc, Betsy Herding, Drew Hage, Dominic Jones, Steve Nasby, Kathy Hanson, and Mary Hensen.

Motion by Commissioner Clerc, seconded by Commissioner Byam, authorizing the Board to go into closed session. Motion carried 3-0.

President Herding closed the meeting to the public at 1:00 p.m.

Motion by Commissioner Byam, seconded by Commissioner Clerc, authorizing the President to re-open the meeting to the public. Motion carried 3-0.

President Herding re-opened the meeting to the public at 1:16 p.m.

Director Hage summarized the discussions in closed session. The EDA Board discussed pricing for the EDA Spec Building. The consensus of the Board was that the EDA Director should continue in negotiations with the County Commissioners working on the Highway Department project; and if the County decides that the EDA Spec Building is an option, to bring the matter back to the EDA Board for further discussion.

7. Community Housing Forum – Rebuilding Together: “Rebuilding Together” is a program to help preserve and rebuild homes. Director Hage advised that a Community Housing Forum is scheduled for Thursday, February 6<sup>th</sup>, from 6 pm to 8 pm at River City Eatery to present an overview and assess support for a potential “Rebuilding Together” Program in our area. Dinner will be provided at the meeting. Director Hage said that Commissioner Byam is planning to attend. He asked that if any of the other EDA Commissioners are interested in attending this forum, please RSVP to Director Hage by noon on Monday, February 3rd.

At the meeting we will talk more about a potential Rebuilding Together Program that would cover Cottonwood, Jackson, and Nobles Counties. A potential project could be everything from an accessibility ramp to new windows to a larger remodel. Rebuilding Together is similar to Habitat for Humanity as it lines up fundraising, volunteers, and projects. Rebuilding Together is a simpler program, since the scale of the projects is smaller.

This program could be utilized for Career Tech Education at the School, church groups, service organizations, community groups, etc. Director Hage further advised that the Southwest Initiative Foundation and Minnesota Housing are providing funding for a study concerning the viability of establishing a Rebuilding Together Office in Windom to serve Cottonwood, Jackson, and Nobles Counties.

A Commissioner requested that Director Hage send out a reminder closer to the date of the meeting. Director Hage is also providing information to other area cities. The Cities of Jackson and Worthington will also be holding community meetings.

8. New Business: There was a brief discussion concerning a potential new EDA Commissioner to fill the vacancy created when Justin Espenson's term expired on December 31, 2019.

Commissioner Byam provided an update from the HRA Meeting held on January 8<sup>th</sup>. Director Hage was in attendance at the meeting and gave a presentation concerning the possibility of establishing a revolving loan for construction financing of duplexes, etc. in the Cemstone Redevelopment Area. Commissioner Byam reported that the HRA Board had discussed the possibility of establishing a program to offer smaller loans for property owners who are interested in upgrading their homes (*life safety upgrades, not kitchen remodels*). He advised that the HRA Board will be discussing this matter in more detail at its next meeting.

9. Miscellaneous Information

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

B. Schedule of Regular Meetings – 2020: The Board received a copy of the Schedule of the Regular EDA Meetings for 2020.

10. Adjourn. On consensus, President Herding adjourned the meeting at 1:24 p.m.

Attest:

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

\_\_\_\_\_  
Betsy Herding, EDA President

Windom Library Board Meeting  
City of Windom Council Chamber  
Tuesday, January 14, 2020

5:05 p.m.

1. Call to order: The meeting was called to order by John Duscher
2. Election of Officers: Steve Fresk moved that we elect the present officers by unanimous ballot for the upcoming year. Seconded by Terri Jones. Motion passed. The officers for 2020 are John Duscher, chair, Terri Jones, vice-chair and Kathy Hiley secretary.
3. Roll Call: Members Present: Kathy Hiley, Steve Fresk, John Duscher, Susan Ebeling, Kari Scheitel and Terri Jones

Members Absent: Anita Winkel

Library Staff Present: Dawn Aamot

City Council Member Present: None

4. Agenda and Minutes:

Motion by Steve Fresk and seconded by Terri Jones to approve the amended agenda (added election of officers) and the minutes.

5. Financial Report:

There was no financial report as it is still under audit.

6. Librarian's Report: and Old Business

Dawn reported that the Downtown by Candlelight event held in December had a good turnout and positive feedback. The Friends of the Windom Library gave out Snowman Soup, 2 toss style games were offered and Christmas photo props were available.

The demolition, framing and plumbing have been completed on the bathroom renovation. The library is now waiting for the electrician to come. Nick Peterson has completed half of the painting in the children's library on the weekends. The rest will be completed after a wall has been removed. Carpet squares have been ordered for the children's library, blue squares with bright colors scattered throughout.

The order for end caps and new shelving still hasn't been placed by Dan Fossing who represents the supplier, Indoff. This is a \$10,000 order. Dawn asked them to get the order placed in the next week and email her when it has been sent. If she doesn't hear from them next week, the order will be canceled and we will review our options. This was the recommendation of the library board.

As of today, 113 adults have registered for the winter reading program.

Dawn was in contact today with Better World Books who we will be shipping discarded books to for resale. Wheels are in motion to get this program going.

7. New Business:

Dawn is on the city's 2020 Census committee. The census will be promoted with direct mail postcards and flyers in the utility bills. Census workers will knock on doors of those who haven't responded. The census starts in March and ends in April. The library will offer access to the forms via computers although the staff cannot help patrons fill out the forms. Dawn will be attending a workshop in Mankato.

At the end of January, department heads will have their annual evaluations and turn in the evaluations of their employees. Dawn is working on the library's annual report to the city.

Nancy is now a part of the Plum Creek Library's selection committee for juvenile and young adult eBooks.

8. Book Suggestions:

9. Adjourn:

Meeting adjourned at 5:36 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary



Windom, MN

# Expense Approval Report

## By Fund

Payment Dates 01042020 - 01172020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL</b>					
MIKE RIORDAN	20200113	01/13/2020	REFUND STATEMENT CREDIT	100-20191	19.24
MATT & KAYLA ANDERSON	20200113	01/13/2020	REFUND STATEMENT CREDIT	100-20191	55.52
MARGARITO CHAJAL PICORNI	20200113	01/13/2020	REFUND STATEMENT CREDIT	100-20191	53.32
ESURANCE	20200113	01/13/2020	REFUND - STATEMENT CREDIT	100-20191	45.16
CATHOLIC CEMETARY	20200113	01/13/2020	REFUND - STATEMENT CREDIT	100-20191	198.79
STEVE R EVANS	20200114	01/14/2020	REFUND - STATEMENT CREDIT	100-20191	38.52
REVITALIZE MASSAGE THERAP	20200114	01/14/2020	REFUND - STATEMENT CREDIT	100-20191	11.29
MN REVENUE	20200109	01/09/2020	SALES TAX -	100-20202	6.84
MN REVENUE	20200109	01/09/2020	SALES TAX -	100-20202	7,669.95
MN REVENUE	20200109	01/09/2020	SALES TAX -	100-20202	19,684.28
					<b>27,782.91</b>
<b>Activity: 41110 - Mayor &amp; Council</b>					
SCHRAMEL LAW OFFICE	20200102	12/31/2019	LEGAL FEES	100-41110-304	510.00
FLAHERTY & HOOD, P.A.	20200107	12/31/2019	SERVICE - LABOR & EMPL CO	100-41110-304	825.00
CITIZEN PUBLISHING CO	20191231	12/31/2019	ADVERTISING - DEC 2019	100-41110-350	357.00
COALITION OF GREATER MN C	20200103	01/03/2020	2020 CGMC DUES	100-41110-433	7,738.00
CONVENT. & VISITOR BUREAU	20200115	12/31/2019	LODGING TAX - AMERIC INN	100-41110-491	2,599.68
CONVENT. & VISITOR BUREAU	20200115	12/31/2019	LODGING TAX - RED CARPET I	100-41110-491	507.49
			<b>Activity 41110 - Mayor &amp; Council Total:</b>		<b>12,537.17</b>
<b>Activity: 41310 - Administration</b>					
INDOFF, INC	3324348	12/31/2019	SUPPLIES	100-41310-200	25.35
A & B BUSINESS	IN687997	01/07/2020	MAINTENANCE CONTRACT #C	100-41310-217	100.68
CMRS - TMS #256704	20200113	01/13/2020	POSTAGE #256704 - CITY OFF	100-41310-322	431.33
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 959445	100-41310-444	19.25
			<b>Activity 41310 - Administration Total:</b>		<b>576.61</b>
<b>Activity: 41910 - Building &amp; Zoning</b>					
INDOFF, INC	3323360	12/31/2019	SUPPLIES	100-41910-200	9.50
INDOFF, INC	3325036	12/31/2019	SUPPLIES	100-41910-200	0.93
WEX BANK	63068228	12/31/2019	FUEL - P / Z	100-41910-212	66.34
SCHRAMEL LAW OFFICE	20200102	12/31/2019	LEGAL FEES	100-41910-304	390.00
CMRS - TMS #256704	20200113	01/13/2020	POSTAGE #256704 - P & Z	100-41910-322	39.27
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 934732	100-41910-405	19.25
			<b>Activity 41910 - Building &amp; Zoning Total:</b>		<b>525.29</b>
<b>Activity: 41940 - City Hall</b>					
SANDRA HERDER	20191231	12/31/2019	CLEANING	100-41940-406	352.00
MELISSA PENAS	20191231	12/31/2019	CLEANING	100-41940-406	352.00
			<b>Activity 41940 - City Hall Total:</b>		<b>704.00</b>
<b>Activity: 42120 - Crime Control</b>					
INDOFF, INC	3322020	12/31/2019	SUPPLIES	100-42120-200	51.03
INDOFF, INC	3323341	12/31/2019	SUPPLIES	100-42120-200	43.90
INDOFF, INC	3325802	12/31/2019	SUPPLIES	100-42120-200	39.51
WEX BANK	63068228	12/31/2019	FUEL - POLICE	100-42120-212	1,654.14
COTTONWOOD CO AUD/TREA	20200101	01/03/2020	JAN 2020 - DEPUTY ATTORNE	100-42120-304	3,957.50
COTTONWOOD VET CLINIC	212153	12/31/2019	SERVICES - BRUNO	100-42120-305	77.99
COTTONWOOD VET CLINIC	212472	12/31/2019	SERVICES - BRUNO	100-42120-305	107.75
WINDOM AREA HEALTH	307076207	12/31/2019	#30005319 - SERVICE	100-42120-305	40.00
AT & T MOBILITY	287293102788X01032020	01/10/2020	#287293102788 - SERVICE	100-42120-321	560.70
ALPHA WIRELESS - MANKATO	5068	01/10/2020	SERVICE	100-42120-323	108.00
COTTONWOOD CO AUD/TREA	20010005	12/31/2019	DISPATCH SERVICES: JULY - DE	100-42120-325	4,695.75
LEASE FINANCE PARTNERS	#3250 12-20-19	12/31/2019	SERVICE - LEASE	100-42120-326	136.00
DONNA MARCY	20200109	01/13/2020	EXPENSE - MSCIC - MANKATO	100-42120-334	31.69
CRIME STOPPERS OF MINN	20191115	01/10/2020	2020 LAW ENFORCEMENT PA	100-42120-340	200.00

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INTOXIMETERS	646806	12/31/2019	MAINTENANCE	100-42120-404	443.53
P.M. REPAIR & DETAILING	11191	12/31/2019	MAINTENANCE - DARE	100-42120-405	66.60
P.M. REPAIR & DETAILING	11231	12/31/2019	MAINTENANCE UNIT 16-2	100-42120-405	25.00
COTTONWOOD CO AUD/TREA	20200101	01/03/2020	JAN 2020 - RENT	100-42120-412	1,925.00
COTTONWOOD CO AUD/TREA	20200107	01/08/2020	RENT INCREASE - JAN. 2020	100-42120-412	25.00
SCB PUBLIC FINANCE	#40049-01/5-60 1-14-20	01/14/2020	#40049-01/5-60 - LEASE	100-42120-419	1,054.07
H.E.A.T. TACTICAL TEAM	20200102	01/10/2020	2020 HEAT DUES	100-42120-433	2,260.85
MN CHIEF OF POLICE ASSN	9995	01/10/2020	MEMBERSHIP RENEWAL - VO	100-42120-433	278.00
BLUE CROSS/BLUE SHIELD	200103155631	01/07/2020	INSURANCE PREM- FEB 2020	100-42120-480	677.00
WINDOM FIRE & SAFETY, LLC	7162	01/10/2020	SERVICE - POLICE DEPT	100-42120-480	164.85

Activity 42120 - Crime Control Total: 18,623.86

## Activity: 42220 - Fire Fighting

INDOFF, INC	3323338	12/31/2019	SUPPLIES	100-42220-200	707.45
AMERIPRIDE SERVICES INC.	2801115416	12/31/2019	#280001722 - MAINTENANCE	100-42220-211	34.82
WEX BANK	63068228	12/31/2019	FUEL - FIRE	100-42220-212	420.36
A & B BUSINESS	IN687997	01/07/2020	MAINTENANCE CONTRACT #C	100-42220-217	58.73
CMRS - TMS #256704	20200113	01/13/2020	POSTAGE #256704 - FIRE	100-42220-322	7.94
COTTONWOOD CO AUD/TREA	20010005	12/31/2019	DISPATCH SERVICES: JULY - DE	100-42220-325	58.50
WINDOM FIRE & SAFETY, LLC	7164	01/09/2020	SREVICE - FIRE DEPT	100-42220-404	25.00
MUNICIPAL EMERGENCY SER	IN1407208	12/31/2019	MAINTENANCE #C30603	100-42220-404	1,880.00
O'REILLY AUTOMOTIVE, INC	#1510318 12-28-19	12/31/2019	#4425 - MAINTENANCE	100-42220-405	6.00
MN STATE FIRE DEPT ASSOC	20200109	01/09/2020	SUBSCRIPTION - 28 MEMBERS	100-42220-435	196.00
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 180580	100-42220-480	19.25
WDR - DEPUTY REGISTRAR #5	20200107	01/07/2020	LICENSE TABS - 6368CTJ	100-42220-480	23.25

Activity 42220 - Fire Fighting Total: 3,437.30

## Activity: 42500 - Civil Defense

ALPHA WIRELESS - MANKATO	5069	01/03/2020	ANNUAL BILLING FOR 2020	100-42500-323	1,800.00
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Activity 42500 - Civil Defense Total: 1,800.00

## Activity: 42700 - Animal Control

COTTONWOOD VET CLINIC	212075	12/31/2019	SERVICES	100-42700-300	177.78
COTTONWOOD VET CLINIC	212355	12/31/2019	SERVICE	100-42700-300	12.00

Activity 42700 - Animal Control Total: 189.78

## Activity: 43100 - Streets

WEX BANK	63068228	12/31/2019	FUEL - STREET	100-43100-212	3,408.28
A & B BUSINESS	IN687997	01/07/2020	MAINTENANCE CONTRACT #C	100-43100-217	58.73
WINDOM AUTO VALU	#3400540 12-25-19	12/31/2019	#3400540 - MAINTENANCE	100-43100-241	43.48
CMRS - TMS #256704	20200113	01/13/2020	POSTAGE #256704 - STREET	100-43100-322	34.27
CITIZEN PUBLISHING CO	20191231	12/31/2019	ADVERTISING - DEC 2019	100-43100-350	168.00
WINDOM AUTO VALU	#3400540 12-25-19	12/31/2019	#3400540 - MAINTENANCE	100-43100-404	341.91
MID-AMERICAN RESEARCH C	0684198-IN	12/31/2019	MAINTENANCE	100-43100-404	345.74
ECONO SIGNS LLC	10-957249	12/31/2019	MAINTENANCE	100-43100-404	396.65
DICKS WELDING INC	20200103	12/31/2019	REPAIRS - MAINTENANCE	100-43100-404	20.54
HARRISON TRUCK CENTERS	X203069666:01	12/31/2019	MAINTENANCE	100-43100-404	310.99
HARRISON TRUCK CENTERS	X203069669:01	12/31/2019	MAINTENANCE	100-43100-404	41.12
HARRISON TRUCK CENTERS	X203069669:02	12/31/2019	MAINTENANCE	100-43100-404	1,139.18
WINDOM AUTO VALU	#3400540 12-25-19	12/31/2019	#3400540 - MAINTENANCE	100-43100-405	440.34
WINDOM TOWING LLC	3699	12/31/2019	SERVICE	100-43100-405	84.00
FOX BROTHERS OF SANBORN,	512209	10/02/2019	MAINTENANCE	100-43100-405	88.33
RON'S ELECTRIC INC	141492	12/31/2019	#100922 - MAINTENANCE	100-43100-406	2.32
WERNER ELECTRIC	s010020636.005	01/09/2020	STREET DEPT -	100-43100-406	77.73
ELECTRIC FUND	20200103	01/09/2020	STREET DEPT - HIT LIGHT POL	100-43100-409	579.74
WERNER ELECTRIC	S010020636.004	12/31/2019	CREDIT - STREET SHOP	100-43100-409	-76.95
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 922738	100-43100-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 200454	100-43100-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 911001	100-43100-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 928259	100-43100-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 934731	100-43100-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 911006	100-43100-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 928250	100-43100-444	19.25

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WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 911005	100-43100-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 913515	100-43100-444	19.25
BLUE CROSS/BLUE SHIELD	200103155631	01/07/2020	INSURANCE PREM- FEB 2020	100-43100-480	677.00
				<b>Activity 43100 - Streets Total:</b>	<b>8,354.65</b>
<b>Activity: 45120 - Recreation</b>					
A & B BUSINESS	IN687997	01/07/2020	MAINTENANCE CONTRACT #C	100-45120-217	12.58
				<b>Activity 45120 - Recreation Total:</b>	<b>12.58</b>
<b>Activity: 45202 - Park Areas</b>					
WEX BANK	63068228	12/31/2019	FUEL - PARK	100-45202-212	98.89
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 922729	100-45202-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 934721	100-45202-444	19.25
				<b>Activity 45202 - Park Areas Total:</b>	<b>137.39</b>
				<b>Fund 100 - GENERAL Total:</b>	<b>74,681.54</b>
<b>Fund: 211 - LIBRARY</b>					
<b>Activity: 45501 - Library</b>					
PLUNKETT'S PEST CONTROL	6511032	01/10/2020	SERVICE - #41734 LOCATION	211-45501-217	458.06
A & B BUSINESS	IN687997	01/07/2020	MAINTENANCE CONTRACT #C	211-45501-217	58.73
MELISSA PENAS	20191231	12/31/2019	CLEANING	211-45501-402	363.00
SANDRA HERDER	20191231	12/31/2019	CLEANING	211-45501-402	363.00
STAR TRIBUNE	#9905542 1-14-20	01/14/2020	#9905542 SUBSCRIPTION	211-45501-433	88.92
INGRAM INDUSTRIES	#2004243 1-1-2020	12/31/2019	BOOKS #2004243	211-45501-435	801.89
CENGAGE LEARNING INC / GA	69056159	12/30/2019	#196895 - BOOKS	211-45501-435	211.09
CENGAGE LEARNING INC / GA	69087551	12/30/2019	#196895 - BOOKS	211-45501-435	19.19
MICROMARKETING, LLC	798161	12/31/2019	#9985 - BOOKS	211-45501-435	75.00
				<b>Activity 45501 - Library Total:</b>	<b>2,438.88</b>
<b>Activity: 49950 - Capital Outlay</b>					
NICK PETERSON - QUALITY PAI	20200113	01/13/2020	SERVICE - FINAL PAYMENT	211-49950-500	700.00
				<b>Activity 49950 - Capital Outlay Total:</b>	<b>700.00</b>
				<b>Fund 211 - LIBRARY Total:</b>	<b>3,138.88</b>
<b>Fund: 225 - AIRPORT</b>					
<b>Activity: 45127 - Airport</b>					
RED ROCK RURAL WATER	20200102	12/31/2019	WATER -	225-45127-200	27.00
RED ROCK RURAL WATER	20200102	12/31/2019	WATER - H2O TEST	225-45127-200	9.72
RED ROCK RURAL WATER	20200102	12/31/2019	WATER - METER FEE	225-45127-200	2.00
MN DEPT OF PUBLIC SAFETY	1712500262013 M-89553A	12/31/2019	HAZARDOUS CHEM INV FEE -	225-45127-217	25.00
MN DEPT OF PUBLIC SAFETY	1712500262019 M-104250	12/31/2019	HAZARDOUS CHEM INV FEE -	225-45127-217	25.00
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 922730	225-45127-217	19.25
				<b>Activity 45127 - Airport Total:</b>	<b>107.97</b>
				<b>Fund 225 - AIRPORT Total:</b>	<b>107.97</b>
<b>Fund: 230 - POOL</b>					
<b>Activity: 45124 - Pool</b>					
BROWN-NICOLLET COMMUNI	#3058 12-31-19	12/31/2019	2020 LICENSE RENEWAL #305	230-45124-217	431.00
A & B BUSINESS	IN687997	01/07/2020	MAINTENANCE CONTRACT #C	230-45124-217	12.58
				<b>Activity 45124 - Pool Total:</b>	<b>443.58</b>
				<b>Fund 230 - POOL Total:</b>	<b>443.58</b>
<b>Fund: 235 - AMBULANCE</b>					
<b>Activity: 42153 - Ambulance</b>					
WEX BANK	63068228	12/31/2019	FUEL - AMBULANCE	235-42153-212	2,993.91
WINDOM AUTO VALU	#3400540 12-25-19	12/31/2019	#3400540 - MAINTENANCE	235-42153-217	15.98
BRITTANY ESPENSON - RIVERS	1115	12/31/2019	SERVICE	235-42153-217	230.00
LEWIS FAMILY DRUG, LLC	56-100663301	12/31/2019	OPERATING SUPPLIES	235-42153-217	285.27
BOUND TREE MEDICAL, LLC	83453905	12/31/2019	OPERATING SUPPLIES	235-42153-217	284.54
PRAXAIR DISTRIBUTION INC	94072891	12/31/2019	OPERATING SUPPLIES	235-42153-217	284.82
A & B BUSINESS	IN687997	01/07/2020	MAINTENANCE CONTRACT #C	235-42153-217	58.73
MN AMBULANCE ASSOC	20200107	01/07/2020	2020 MMA MEMBERSHIP DJ	235-42153-308	890.50
WINDOM AREA HEALTH	734-0024-1-2020-0024	12/31/2019	#734-0024 - NURSING SERVC	235-42153-312	4,954.38
CMRS - TMS #256704	20200113	01/13/2020	POSTAGE #256704 - AMBUA	235-42153-322	3.97

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COTTONWOOD CO AUD/TREA	20010005	12/31/2019	DISPATCH SERVICES: JULY - DE	235-42153-325	1,122.75
KRISTEN PORATH	20200113	01/13/2020	EXPENSE - AMBULANCE	235-42153-334	11.99
MEGAN BRAMSTEDT	20200113	01/13/2020	EXPENSE - AMBULANCE	235-42153-334	100.31
DONNA MARCY	20200113	01/13/2020	EXPENSE - AMBULANCE	235-42153-334	36.83
JOHN MEYER	20200113	01/13/2020	EXPENSE - AMBULANCE	235-42153-334	51.95
KIM POWERS	20200113	01/13/2020	EXPENSE - AMBULANCE	235-42153-334	35.27
LONDON JOHNSON	20200113	01/13/2020	EXPENSE - AMBULANCE	235-42153-334	25.75
KDOM RADIO	#0281 12-31-19	12/31/2019	#0281 - ADVERTISING	235-42153-340	85.00
ZOLL MEDICAL CORPORATION	90039751	12/31/2019	MAINTENANCE - DEFIB	235-42153-404	1,020.00
P.M. REPAIR & DETAILING	11158	12/31/2019	SERVICE- UNIT 29	235-42153-405	122.91
HIGLEY FORD	91856	12/31/2019	MAINTENANCE - UNIT #29	235-42153-405	210.58
AMERIPRIDE SERVICES INC.	2801115416	12/31/2019	#280001722 - MAINTENANCE	235-42153-406	23.22
MN REVENUE	20200108	01/09/2020	MN CARE TAX - 2019 FINAL RE	235-42153-460	1,138.00

Activity 42153 - Ambulance Total: 13,986.66

Fund 235 - AMBULANCE Total: 13,986.66

Fund: 250 - EDA GENERAL

Activity: 46520 - EDA

INDOFF, INC	3323360	12/31/2019	SUPPLIES	250-46520-200	9.49
INDOFF, INC	3325036	12/31/2019	SUPPLIES	250-46520-200	0.93
SCHRAMEL LAW OFFICE	20200102	12/31/2019	LEGAL FEES	250-46520-304	555.00
SCHRAMEL LAW OFFICE	20200103	01/09/2020	SERVICE - WINDOM EDA	250-46520-304	250.00
CMRS - TMS #256704	20200113	01/13/2020	POSTAGE #256704 - EDA	250-46520-322	3.75
DREW HAGE	20191220	12/31/2019	EXPENSE - SW BUSINESS DEV	250-46520-331	80.04
LOOP NET	110492072-1	01/03/2020	ADVERTISING	250-46520-340	69.00
CITIZEN PUBLISHING CO	20191231	12/31/2019	ADVERTISING - DEC 2019	250-46520-340	934.50
CITIZEN PUBLISHING CO	20191231	12/31/2019	ADVERTISING - DEC 2019	250-46520-350	79.50
FEDERATED RURAL ELECTRIC	#112954 12-31-19	12/31/2019	#112954 - SERVICE	250-46520-381	15.00
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 180583	250-46520-404	19.25
WINDOM AREA CHAMBER OF	20200109	01/09/2020	DONATION TO CHAMBER -MN	250-46520-433	150.00
COTTONWOOD CO RECORDER	20200108	01/08/2020	RECORDING FEE-PROPERTY B	250-46520-443	46.00
COTTONWOOD CO AUD/TREA	20200108	01/08/2020	DEED TAX - PROPERTY BETWE	250-46520-443	1.65
COTTONWOOD CO RECORDER	RECORD A287461	12/31/2019	P.VOELKER SATISFACTION REC	250-46520-480	46.00

Activity 46520 - EDA Total: 2,260.11

Activity: 49980 - Debt Service

FULDA CREDIT UNION	20200107	01/07/2020	SPEC BLDG LOAN - JAN 2020 -	250-49980-602	2,405.07
FULDA CREDIT UNION	20200107	01/07/2020	SPEC BLDG LOAN - JAN 2020 -	250-49980-612	954.93

Activity 49980 - Debt Service Total: 3,360.00

Fund 250 - EDA GENERAL Total: 5,620.11

Fund: 254 - NORTH IND PARK

Activity: 49980 - Debt Service

BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2013B PROJ-	254-49980-601	20,000.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2013B PROJ-	254-49980-611	775.00

Activity 49980 - Debt Service Total: 20,775.00

Fund 254 - NORTH IND PARK Total: 20,775.00

Fund: 274 - TIF 1-19 NWIP II

Activity: 49980 - Debt Service

BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2018A GEN	274-49980-601	130,000.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2018A GEN	274-49980-611	15,225.00

Activity 49980 - Debt Service Total: 145,225.00

Fund 274 - TIF 1-19 NWIP II Total: 145,225.00

Fund: 302 - 4TH AVENUE IMPROVEMENT

Activity: 47000 - Debt Service

BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2012A PRCJ	:302-47000-480	475.00
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Activity 47000 - Debt Service Total: 475.00

Activity: 49980 - Debt Service

BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2012A PRCJ	:302-49980-601	40,000.00
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BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2012A PROJ	302-49980-611	523.60
			Activity 49980 - Debt Service Total:		40,523.60
			Fund 302 - 4TH AVENUE IMPROVEMENT Total:		40,998.60
<b>Fund: 303 - 2007 STREET IMPROVEMENT</b>					
Activity: 49980 - Debt Service					
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2012A PROJ-	303-49980-611	3,050.00
			Activity 49980 - Debt Service Total:		3,050.00
			Fund 303 - 2007 STREET IMPROVEMENT Total:		3,050.00
<b>Fund: 305 - 2009 STREET IMPROVEMENT</b>					
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017C GEN	305-39202	-15,674.50
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017C GEN	305-39202	-1,098.95
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017C GEN	305-39202	-17,675.50
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017C GEN	305-39202	-974.55
					-35,423.50
Activity: 49980 - Debt Service					
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017C GEN	305-49980-601	15,674.50
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017C GEN	305-49980-601	81,650.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017C GEN	305-49980-601	17,675.50
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017C GEN	305-49980-611	1,098.95
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017C GEN	305-49980-611	974.55
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017C GEN	305-49980-611	5,076.50
			Activity 49980 - Debt Service Total:		122,150.00
			Fund 305 - 2009 STREET IMPROVEMENT Total:		86,726.50
<b>Fund: 306 - 2013 STREET IMPROVEMENT</b>					
Activity: 41000 - General Government					
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2013A GEN	306-41000-480	475.00
			Activity 41000 - General Government Total:		475.00
Activity: 49980 - Debt Service					
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2013A GEN	306-49980-601	60,000.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2013A GEN	306-49980-601	75,000.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2013A GEN	306-49980-611	14,446.88
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2013A GEN	306-49980-611	9,459.38
			Activity 49980 - Debt Service Total:		158,906.26
			Fund 306 - 2013 STREET IMPROVEMENT Total:		159,381.26
<b>Fund: 307 - 2017 STREET PROJECT</b>					
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017A GEN	307-39202	-54,846.14
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017A GEN	307-39202	-14,674.32
					-69,520.46
Activity: 41000 - General Government					
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017A GEN	307-41000-480	475.00
			Activity 41000 - General Government Total:		475.00
Activity: 49980 - Debt Service					
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- DUE 2-1-20	307-49980-601	120,000.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017A GEN	307-49980-611	44,097.50
			Activity 49980 - Debt Service Total:		164,097.50
			Fund 307 - 2017 STREET PROJECT Total:		95,052.04
<b>Fund: 401 - GENERAL CAPITAL PROJECTS</b>					
Activity: 41000 - General Government					
MN STATE TREASURER'S OFFI	20200114	01/14/2020	WINDOM: FORFEITURE -JASO	401-41000-491	17.50
			Activity 41000 - General Government Total:		17.50
			Fund 401 - GENERAL CAPITAL PROJECTS Total:		17.50
<b>Fund: 406 - PIR</b>					
Activity: 41000 - General Government					
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2013B ADMI	406-41000-480	575.00
			Activity 41000 - General Government Total:		575.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Activity: 49980 - Debt Service</b>					
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2012A PROJ	406-49980-601	80,000.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2013B PROJ-	406-49980-601	50,000.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 20121 PROJ	406-49980-611	156.40
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2013B PROJ-	406-49980-611	1,700.00
<b>Activity 49980 - Debt Service Total:</b>					<b>131,856.40</b>
<b>Fund 406 - PIR Total:</b>					<b>132,431.40</b>
<b>Fund: 601 - WATER</b>					
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2013A GEN	601-23100	45,000.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017A GEN	601-23100	25,000.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2011A PROJ-	601-29107	35,000.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2012A PROJ	601-29108	15,600.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2012A PROJ	601-29108	24,800.00
					<b>145,400.00</b>
<b>Activity: 49400 - Water</b>					
WEX BANK	63068228	12/31/2019	FUEL - WATER	601-49400-212	208.65
RED ROCK RURAL WATER	105-36-36 SW 1-2020	01/07/2020	LOCATION 105-36-36-SW - JO	601-49400-217	130.97
A & B BUSINESS	IN687997	01/07/2020	MAINTENANCE CONTRACT #C	601-49400-217	58.73
O'REILLY AUTOMOTIVE, INC	#1510318 12-28-19	12/31/2019	#4425 - MAINTENANCE	601-49400-241	1.30
CMRS - TMS #256704	20200113	01/13/2020	POSTAGE #256704 - WATER	601-49400-322	56.11
CMRS - TMS #256704	20200113	01/13/2020	POSTAGE #256704 - WATER	601-49400-322	43.13
CITIZEN PUBLISHING CO	20191231	12/31/2019	ADVERTISING - DEC 2019	601-49400-340	443.36
MN DEPT OF NAT RES - ECO-	1990-4033 1-13-2020	01/13/2020	PERMIT #1990-4033	601-49400-386	140.00
FAITH WILLARD CLEANING	20200111	01/13/2020	SERVICE - JAN 2020	601-49400-404	15.00
FAITH WILLARD CLEANING	20200111	01/13/2020	SERVICE -	601-49400-404	15.00
CORE & MAIN LP	L657400	12/31/2019	MAINTENANCE	601-49400-408	172.84
CORE & MAIN LP	L673317	12/31/2019	MAINTENANCE	601-49400-408	598.58
MN DEPT OF HEALTH	20200107	12/31/2019	WATER SURCHARGE 4TH QUA	601-49400-443	3,317.00
MN DEPT OF NAT RES - ECO-	1978-4520 1-13-20	01/13/2020	PERMIT #1978-4520 DTD 1-7-	601-49400-444	2,194.67
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 934725	601-49400-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 942839	601-49400-444	19.25
MN VALLEY TESTING	1011513	12/31/2019	TESTING FOR FAST SOLUTION	601-49400-480	201.60
<b>Activity 49400 - Water Total:</b>					<b>7,635.44</b>
<b>Activity: 49980 - Debt Service</b>					
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2012A PROJ	601-49980-611	421.60
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017A GEN	601-49980-611	8,875.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2013A GEN	601-49980-611	10,012.50
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2012A PROJ	601-49980-611	670.80
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2011A PROJ	601-49980-611	4,168.75
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017A GEN	601-49980-720	54,846.14
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017C GEN	601-49980-720	974.55
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017C GEN	601-49980-720	15,674.50
<b>Activity 49980 - Debt Service Total:</b>					<b>95,643.84</b>
<b>Fund 601 - WATER Total:</b>					<b>248,679.28</b>
<b>Fund: 602 - SEWER</b>					
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2013A GEN	602-23100	40,000.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017A GEN	602-23100	20,000.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2011A PROJ	602-29105	180,000.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2012A PROJ	602-29106	14,400.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2012A PROJ	602-29106	15,200.00
					<b>269,600.00</b>
<b>Activity: 49450 - Sewer</b>					
INDOFF, INC	3324514	12/31/2019	SUPPLIES	602-49450-200	73.83
WEX BANK	63068228	12/31/2019	FUEL - SEWER	602-49450-212	114.20
A & B BUSINESS	IN687997	01/07/2020	MAINTENANCE CONTRACT #C	602-49450-217	58.73
MN VALLEY TESTING	1009900	12/17/2019	23162	602-49450-310	230.40
MN VALLEY TESTING	1010061	12/20/2019	TESTING	602-49450-310	144.00
MN VALLEY TESTING	1010315	12/31/2019	TESTING	602-49450-310	230.40

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN VALLEY TESTING	1011158	12/31/2019	TESTING	602-49450-310	124.00
MN VALLEY TESTING	1011277	12/31/2019	TESTING	602-49450-310	230.40
MN VALLEY TESTING	1011512	12/31/2019	TESTING	602-49450-310	144.00
CMRS - TMS #256704	20200113	01/13/2020	POSTAGE #256704 - SEWER	602-49450-322	56.11
CMRS - TMS #256704	20200113	01/13/2020	POSTAGE #256704 - SEWER	602-49450-322	28.28
CITIZEN PUBLISHING CO	20191231	12/31/2019	ADVERTISING - DEC 2019	602-49450-350	443.36
WINDOM AUTO VALU	#3400540 12-25-19	12/31/2019	#3400540 - MAINTENANCE	602-49450-404	39.18
FAITH WILLARD CLEANING	20200111	01/13/2020	SERVICE -	602-49450-404	45.00
FAITH WILLARD CLEANING	20200111	01/13/2020	SERVICE -	602-49450-404	45.00
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 928264	602-49450-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 913500	602-49450-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 934726	602-49450-444	19.25
<b>Activity 49450 - Sewer Total:</b>					<b>2,064.64</b>

Activity: 49980 - Debt Service

BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2012A PROJ	602-49980-611	619.20
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2012A PROJ	602-49980-611	258.40
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2013A GEN	602-49980-611	8,709.38
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017A GEN	602-49980-611	8,255.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2011A PROJ	602-49980-611	29,802.50
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017C GEN	602-49980-720	17,675.50
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017A GEN	602-49980-720	14,674.32
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017C GEN	602-49980-720	1,098.95
<b>Activity 49980 - Debt Service Total:</b>					<b>81,093.25</b>

Fund 602 - SEWER Total: 352,757.89

Fund: 604 - ELECTRIC

MBS - MULTI-BANK SECURITIE	20200113	01/13/2020	ACH FUNDS TO MBS	604-10400	4,027.56
BORDER STATES	919215671	01/09/2020	INVENTORY	604-14200	286.80
MN REVENUE	20200109	01/09/2020	SALES TAX -	604-20202	1.72
ANTONIO GARCIA	20200113	01/13/2020	REFUND - UTILITY PREPAYME	604-22000	300.00
BRIAN NEITZEL	20200113	01/13/2020	REFUND - UTILITY PREPAYME	604-22000	300.00
JENNA VACHUSKA	20200113	01/13/2020	REFUND - UTILITY PREPAYME	604-22000	300.00
TEARLACH-SORANO ANDERS	20200114	01/14/2020	REFUND - UTILITY PREPAYME	604-22000	300.00
					<b>5,516.08</b>

Activity: 49550 - Electric

WEX BANK	63068228	12/31/2019	FUEL - ELECTRIC	604-49550-212	887.52
AMAZON CAPITAL SERVICES, I	1WVFC3K-DL1J	12/31/2019	#A2Q0Y8ZLN2YT - CREDIT	604-49550-217	-17.00
A & B BUSINESS	IN687997	01/07/2020	MAINTENANCE CONTRACT #C	604-49550-217	58.73
DEPARTMENT OF ENERGY	BFP8000801219	12/31/2019	POWER COST	604-49550-263	64,628.82
DGR ENGINEERING	00238548	12/31/2019	PROJ 425302.00 -69 KV TRAN	604-49550-303	816.00
CMRS - TMS #256704	20200113	01/13/2020	POSTAGE #256704 -	604-49550-322	56.10
CMRS - TMS #256704	20200113	01/13/2020	POSTAGE #256704 - ELECTRIC	604-49550-322	2.18
GOLDEN WEST TECH & INT SO	191210333	12/31/2019	#A3862 - SERVICE	604-49550-325	32.30
WINDOM FARM SERVICE	20191231	12/31/2019	REPAIRS	604-49550-404	149.95
WINDOM AUTO VALU	#3400540 12-25-19	12/31/2019	#3400540 - MAINTENANCE	604-49550-405	126.97
HIGLEY FORD	128282	12/31/2019	MAINTENANCE	604-49550-405	9.34
JORDAN BUSSA	017	12/31/2019	SERVICE - DEC 2019	604-49550-406	184.60
MN DEPT OF PUBLIC SAFETY	1712500242019 M-104623	01/09/2020	MN HAZARDOUS MATERIALS -	604-49550-433	25.00
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 934718	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 934714	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 183453	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 928271	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 180561	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 180593	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 951244	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 189415	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 928262	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 962175	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 193826	604-49550-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 934748	604-49550-444	19.25

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WDR - DEPUTY REGISTRAR #5	20200107	01/07/2020	LICENSE TABS - 4370CTR	604-49550-444	41.25
WDR - DEPUTY REGISTRAR #5	20200107	01/07/2020	LICENSE TABS - 180592	604-49550-444	19.25
WINDOM AREA HEALTH	20200109	01/09/2020	ENERGY REBATE	604-49550-450	2,841.40
MISSOURI RIVER ENERGY SER	SM0000005848	12/31/2019	CONSERVATION	604-49550-450	2,987.60
MN REVENUE	20200109	01/09/2020	SALES TAX -	604-49550-460	44.77
WINDOM AREA DEVELOPME	20200107	01/07/2020	INDUSTRIAL DEVELOPMENT -	604-49550-491	1,200.00
				<b>Activity 49550 - Electric Total:</b>	<b>74,325.78</b>
				<b>Fund 604 - ELECTRIC Total:</b>	<b>79,841.86</b>

Fund: 609 - LIQUOR STORE

MN REVENUE	20200109	01/09/2020	SALES TAX -	609-20202	19,756.00
					<b>19,756.00</b>

Activity: 49751 - Liquor Store

RAGE INC - CAMPUS CLEANER	13346	12/31/2019	SERVICE #6132 - RIVER BEND	609-49751-211	38.20
AH HERMEL COMPANY	806556	12/18/2019	MERCHANDISE	609-49751-217	47.02
A & B BUSINESS	IN687997	01/07/2020	MAINTENANCE CONTRACT #C	609-49751-217	83.90
BELLBOY CORP	0082018800	12/30/2019	MERCHANDISE	609-49751-251	369.00
VINOCOPIA, INC	0248028-CM	12/31/2019	CREDIT - MERCHANDISE	609-49751-251	-68.00
VINOCOPIA, INC	0248028-IN	12/31/2019	MERCHANDISE	609-49751-251	136.00
VINOCOPIA, INC	0248360-IN	12/31/2019	MERCHANDISE	609-49751-251	347.00
BREAKTHRU BEVERAGE MN	1081075378	12/30/2019	MERCHANDISE	609-49751-251	239.40
BREAKTHRU BEVERAGE MN	1081078278	12/30/2019	MERCHANDISE	609-49751-251	1,420.28
JOHNSON BROS.	1460971	12/31/2019	MERCHANDISE	609-49751-251	1,676.91
SOUTHERN GLAZER'S OF MN	1898377C	12/31/2019	CREDIT - MERCHANDISE	609-49751-251	-720.00
SOUTHERN GLAZER'S OF MN	1903927	12/31/2019	MERCHANDISE	609-49751-251	5,816.09
PHILLIPS WINE & SPIRITS	2675060	12/31/2019	MERCHANDISE	609-49751-251	1,154.26
SOUTHERN GLAZER'S OF MN	9191046	12/31/2019	CREDIT - MERCHANDISE	609-49751-251	-99.00
SOUTHERN GLAZER'S OF MN	9191671	12/31/2019	CREDIT - MERCHANDISE	609-49751-251	-216.00
BEVERAGE WHOLESALERS	093257	12/31/2019	MERCHANDISE	609-49751-252	2,878.09
BEVERAGE WHOLESALERS	096376	01/07/2020	MERCHANDISE	609-49751-252	0.01
BEVERAGE WHOLESALERS	096377	01/07/2020	MERCHANDISE	609-49751-252	8,422.75
BEVERAGE WHOLESALERS	097152	01/13/2020	MERCHANDISE	609-49751-252	7,437.84
RJM DISTRIBUTING	10431336	01/15/2020	MERCHANDISE	609-49751-252	162.90
BREAKTHRU BEVERAGE MN	1081078279	12/30/2019	MERCHANDISE	609-49751-252	122.75
DOLL DISTRIBUTING, LLC	223406	12/31/2019	MERCHANDISE	609-49751-252	3,361.70
DOLL DISTRIBUTING, LLC	233037	12/31/2019	MERCHANDISE	609-49751-252	3,942.69
DOLL DISTRIBUTING, LLC	237277	12/31/2019	MERCHANDISE	609-49751-252	6,972.67
DOLL DISTRIBUTING, LLC	239300	01/07/2020	MERCHANDISE	609-49751-252	56.30
ARTISAN BEER COMPANY	3393498	12/30/2019	MERCHANDISE	609-49751-252	231.60
BEVERAGE WHOLESALERS	51354	12/31/2019	CREDIT - MERCHANDISE	609-49751-252	-105.60
BELLBOY CORP	0082018800	12/30/2019	MERCHANDISE	609-49751-253	200.00
VINOCOPIA, INC	0248028-IN	12/31/2019	MERCHANDISE	609-49751-253	24.00
VINOCOPIA, INC	0248359-IN	12/31/2019	MERCHANDISE	609-49751-253	72.00
BREAKTHRU BEVERAGE MN	1081078278	12/30/2019	MERCHANDISE	609-49751-253	312.00
JOHNSON BROS.	1460972	12/31/2019	MERCHANDISE	609-49751-253	1,622.10
SOUTHERN GLAZER'S OF MN	1903928	12/31/2019	MERCHANDISE	609-49751-253	418.00
SOUTHERN GLAZER'S OF MN	1903929	12/31/2019	MERCHANDISE	609-49751-253	24.00
ROUND LAKE VINEYARDS & W	2202	12/31/2019	MERCHANDISE	609-49751-253	567.00
PHILLIPS WINE & SPIRITS	2675061	12/31/2019	MERCHANDISE	609-49751-253	460.85
SOUTHERN GLAZER'S OF MN	5051143C	12/31/2019	CREDIT - MERCHANDISE	609-49751-253	-24.00
MORGAN CREEK VINEYARDS	5511	12/18/2019	MERCHANDISE	609-49751-253	84.00
BEVERAGE WHOLESALERS	097152	01/13/2020	MERCHANDISE	609-49751-254	179.20
BREAKTHRU BEVERAGE MN	1081075378	12/30/2019	MERCHANDISE	609-49751-254	60.00
BREAKTHRU BEVERAGE MN	1081078278	12/30/2019	MERCHANDISE	609-49751-254	142.00
JOHNSON BROS.	1460972	12/31/2019	MERCHANDISE	609-49751-254	5.16
DOLL DISTRIBUTING, LLC	223406	12/31/2019	MERCHANDISE	609-49751-254	14.00
ATLANTIC COCA-COLA	2273658	01/07/2020	MERCHANDISE	609-49751-254	129.04
DOLL DISTRIBUTING, LLC	237277	12/31/2019	MERCHANDISE	609-49751-254	14.00
AH HERMEL COMPANY	806556	12/18/2019	MERCHANDISE	609-49751-254	74.85
AH HERMEL COMPANY	806556	12/18/2019	MERCHANDISE	609-49751-256	267.03

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ARCTIC GLACIER U.S.A. INC	1949935802	12/30/2019	MERCHANDISE	609-49751-257	108.40
AH HERMEL COMPANY	806556	12/18/2019	MERCHANDISE	609-49751-261	5.43
CMRS - TMS #256704	20200113	01/13/2020	POSTAGE #256704 - LIQUOR	609-49751-322	4.90
BELLBOY CORP	0082018800	12/30/2019	MERCHANDISE	609-49751-333	16.00
VINOPIA, INC	0248359-IN	12/31/2019	MERCHANDISE	609-49751-333	5.00
VINOPIA, INC	0248360-IN	12/31/2019	MERCHANDISE	609-49751-333	40.00
BREAKTHRU BEVERAGE MN	1081075378	12/30/2019	MERCHANDISE	609-49751-333	9.87
BREAKTHRU BEVERAGE MN	1081078278	12/30/2019	MERCHANDISE	609-49751-333	37.74
JOHNSON BROS.	1460971	12/31/2019	MERCHANDISE	609-49751-333	40.53
JOHNSON BROS.	1460972	12/31/2019	MERCHANDISE	609-49751-333	55.82
SOUTHERN GLAZER'S OF MN	1903927	12/31/2019	MERCHANDISE	609-49751-333	110.90
SOUTHERN GLAZER'S OF MN	1903928	12/31/2019	MERCHANDISE	609-49751-333	14.35
SOUTHERN GLAZER'S OF MN	1903929	12/31/2019	MERCHANDISE	609-49751-333	2.05
ARCTIC GLACIER U.S.A. INC	1949935802	12/30/2019	MERCHANDISE	609-49751-333	1.00
PHILLIPS WINE & SPIRITS	2675060	12/31/2019	MERCHANDISE	609-49751-333	10.44
PHILLIPS WINE & SPIRITS	2675061	12/31/2019	MERCHANDISE	609-49751-333	14.36
AH HERMEL COMPANY	806556	12/18/2019	MERCHANDISE	609-49751-333	4.95
KDOM RADIO	#0229 12-31-19	12/31/2019	#0229 - ADVERTISING	609-49751-340	543.46
FORUM COMMUNICATIONS C	#299981 12312019	12/31/2019	ADVERTISING	609-49751-340	85.00
RADIO WORKS LLC	19120416	12/31/2019	#1933 - ADVERTISING	609-49751-340	60.00
KKOJ - KUXX	19120761	12/31/2019	#101449 - ADVERTISING	609-49751-340	325.00
CITIZEN PUBLISHING CO	20191231	12/31/2019	ADVERTISING - DEC 2019	609-49751-340	1,740.00
WINDOM AREA CHAMBER OF	20200109	01/09/2020	DONATION TO CHAMBER -MN	609-49751-340	250.00
<b>Activity 49751 - Liquor Store Total:</b>					<b>51,839.19</b>
<b>Fund 609 - LIQUOR STORE Total:</b>					<b>71,595.19</b>

Fund: 614 - TELECOM

INTERNAL REVENUE SERVICE	20200106	01/07/2020	EXCISE TAX - DEC 2019 - FINAL	614-20201	386.12
INTERNAL REVENUE SERVICE	20200107	01/07/2020	EXCISE TAX POSTING - JAN 20	614-20201	500.00
MN REVENUE	20200109	01/09/2020	SALES TAX -	614-20202	12.05
MN 9-1-1 PROGRAM	20200107	12/31/2019	911 SERVICES	614-20206	1,251.34
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017B GO E	614-23100	85,000.00
<b>Activity: 49870 - Telecom</b>					<b>87,149.51</b>

RAGE INC - CAMPUS CLEANER	12943	12/30/2019	#6153 - WINDOM NET	614-49870-211	21.31
WEX BANK	63068228	12/31/2019	FUEL - TELECOM	614-49870-212	116.62
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 913503	614-49870-217	19.25
POWER & TEL	6845643-00	12/31/2019	OPERATING SUPPLIES	614-49870-217	704.67
A & B BUSINESS	IN687997	01/07/2020	MAINTENANCE CONTRACT #C	614-49870-217	100.68
POWER & TEL	6844185-00	12/31/2019	MAINTENANCE	614-49870-227	2,770.76
POWER & TEL	6859029-00	12/31/2019	MAINTENANCE	614-49870-227	1,508.52
GRAYBAR ELECTRIC CO	9313738145	12/31/2019	MAINTENANCE	614-49870-227	162.24
AMAZON CAPITAL SERVICES, I	1HGH-QVD3-KY77	12/31/2019	#A2Q0YJ8ZLN2YT - SUPPLIES	614-49870-241	421.08
CMRS - TMS #256704	20200113	01/13/2020	POSTAGE #256704 - TELECO	614-49870-322	150.12
CMRS - TMS #256704	20200113	01/13/2020	POSTAGE #256704 -	614-49870-322	56.11
KDOM RADIO	#0073 12-31-19	12/31/2019	#0073 - ADVERTISING	614-49870-340	100.98
AMAZON CAPITAL SERVICES, I	1LMV-CDNK-4MMW	12/31/2019	#A2Q0YJ8ZLN2YT - SUPPLIES	614-49870-402	129.99
GRAY MEDIA GROUP INC	058352	12/31/2019	SUBSCRIBER	614-49870-442	3,055.50
DISPLAY SYSTEMS INTERNATI	19591	12/31/2019	SERVICE	614-49870-442	198.44
CBS TELEVISION STATIONS	20191231	01/13/2020	SUBSCRIBER	614-49870-442	2,531.70
INDEPENDENT COMMUNICAT	20191231	12/31/2019	SUBSCRIBER	614-49870-442	1,811.48
ARVIG ENTERPRISES, INC	299374	12/31/2019	HEADEND SERVICES - NOV 20	614-49870-442	443.50
NEXSTAR BROADCASTING GR	312997	12/31/2019	SUBSCRIBER	614-49870-442	3,103.05
TEGNA	315619	12/31/2019	SUBSCRIBER	614-49870-442	3,186.45
FOX SPORTS NET NORTH	R02751	12/31/2019	SUBSCRIBER	614-49870-442	7,773.60
BTN - BIG TEN NETWORK	R04361	12/31/2019	SUBSCRIBER	614-49870-442	1,722.20
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 952781	614-49870-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 913517	614-49870-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 911000	614-49870-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 934707	614-49870-444	19.25

## Expense Approval Report

Payment Dates: 01042020 - 01172020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
E-911 - INDEPENDENT EMERG	#0010143 1-1-20	01/07/2020	911 SERVICE - JAN 2020	614-49870-445	40.00
WOODSTOCK COMMUNICATI	10119051	01/03/2020	SPECIAL ACCESS CIRCUITS	614-49870-445	205.10
ONVOY, LLC dba INTELIGENT	200102008508	01/07/2020	SS7 - 1/2/20 TO 2/1/20 #0015	614-49870-445	1,222.46
HURRICANE ELECTRIC LLC	98329339-IN	01/07/2020	10 GB INTERNET NCC OMAHA	614-49870-447	2,300.00
HURRICANE ELECTRIC LLC	98329339-IN	01/07/2020	10 GB INTERNET MIN1 MINN	614-49870-447	1,800.00
GOLDEN WEST TECH & INT SO	191210271	12/31/2019	#A3790 - SERVICE	614-49870-448	109.63
JEFFREY DAHNA	20191231	12/31/2019	INTERNET SUPPORT - DEC 201	614-49870-448	30.00
SWWC - SOUTHWEST WEST C	62765	12/06/2019	1-1849 - SERVICE	614-49870-448	950.00
ONVOY, LLC dba INTELIGENT	200102009046	12/31/2019	SWITCHING SERVICES - 1/1/2	614-49870-451	2,591.62
MN REVENUE	20200109	01/09/2020	SALES TAX -	614-49870-460	91.39
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017B GO E	614-49870-480	475.00
<b>Activity 49870 - Telecom Total:</b>					<b>39,980.45</b>
<b>Activity: 49980 - Debt Service</b>					
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2017B GO E	614-49980-611	11,550.00
<b>Activity 49980 - Debt Service Total:</b>					<b>11,550.00</b>
<b>Fund 614 - TELECOM Total:</b>					<b>138,679.96</b>
<b>Fund: 615 - ARENA</b>					
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2018A GEN	615-23100	40,000.00
BRYAN FUSS	20200115	12/31/2019	REFUND-ICE TIME-2 SESSONS	615-38102	180.00
AJ YUSEF	20200115	12/31/2019	REFUND-2ND HALF FIGURE SK	615-38102	50.00
					<b>40,230.00</b>
<b>Activity: 49850 - Arena</b>					
HEARTLAND PAPER COMPANY	650459-0	01/09/2020	SUPPLIES	615-49850-211	648.42
WEX BANK	63068228	12/31/2019	FUEL - ARENA	615-49850-212	113.00
SMITH AUTO SUPPLY - CARQU	#91380 12-31-19	12/31/2019	#91380 - MAINTENANCE	615-49850-217	18.84
A & B BUSINESS	IN687997	01/07/2020	MAINTENANCE CONTRACT #C	615-49850-217	58.73
CMRS - TMS #256704	20200113	01/13/2020	POSTAGE #256704 - ARENA	615-49850-322	19.74
ASCAP	#500580363	01/03/2020	ANNUAL LICENSE FEE #50058	615-49850-326	181.50
KDOM RADIO	#0789 12-31-19	12/31/2019	#0789 - ADVERTISING - STREE	615-49850-340	90.00
CITIZEN PUBLISHING CO	20191231	12/31/2019	ADVERTISING - DEC 2019	615-49850-340	382.20
WINDOM AREA CHAMBER OF	20200109	01/09/2020	DONATION TO CHAMBER -MN	615-49850-340	250.00
ELITE MECHANICAL SYSTEMS,	5493	12/31/2019	SERVICE	615-49850-402	963.64
WINDOM AUTO VALU	#3400540 12-25-19	12/31/2019	#3400540 - MAINTENANCE	615-49850-404	13.98
DICKS WELDING INC	20200103	12/31/2019	REPAIRS - MAINTENANCE	615-49850-404	1,143.10
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 164169	615-49850-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 901713	615-49850-444	19.25
WDR - DEPUTY REGISTRAR #5	20200103	01/03/2020	LICENSE TABS - 177644	615-49850-444	19.25
MN REVENUE	20200109	01/09/2020	SALES TAX -	615-49850-460	1,727.00
BLUE CROSS/BLUE SHIELD	200103155631	01/07/2020	INSURANCE PREM- FEB 2020	615-49850-480	677.00
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- DUE 2-1-20-	615-49850-480	475.00
<b>Activity 49850 - Arena Total:</b>					<b>6,819.90</b>
<b>Activity: 49980 - Debt Service</b>					
BOND TRUST SERVICE CORP	20200103	01/03/2020	BOND PAYMENT- 2018A GEN	615-49980-611	16,504.38
<b>Activity 49980 - Debt Service Total:</b>					<b>16,504.38</b>
<b>Fund 615 - ARENA Total:</b>					<b>63,554.28</b>
<b>Fund: 617 - M/P CENTER</b>					
SECR REV FUND/CITY OF WD	20200107	01/07/2020	PETTY CASH - COMM CENTER	617-10200	1,000.00
MN REVENUE	20200109	01/09/2020	SALES TAX -	617-20202	234.80
					<b>1,234.80</b>
<b>Activity: 49860 - M/P Center</b>					
INDOFF, INC	3324513	12/31/2019	SUPPLIES	617-49860-200	36.82
INDOFF, INC	3325804	12/31/2019	SUPPLIES	617-49860-200	43.90
COLE PAPERS INC.	9621487	12/31/2019	#84948800 - SUPPLIES	617-49860-211	211.48
WEX BANK	63068228	12/31/2019	FUEL - MP	617-49860-212	62.98
ROYAL GLASS LLC	127	12/31/2019	MAINTENANCE	617-49860-217	42.14
RAGE INC - CAMPUS CLEANER	12942	12/30/2019	#6152 - SERVICE - COMM CE	617-49860-217	67.50
A & B BUSINESS	IN687997	01/07/2020	MAINTENANCE CONTRACT #C	617-49860-217	58.70
CMRS - TMS #256704	20200113	01/13/2020	POSTAGE #256704 - M/P	617-49860-322	6.69

Expense Approval Report

Payment Dates: 01042020 - 01172020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ASCAP	#500580363	01/03/2020	ANNUAL LICENSE FEE #50058	617-49860-326	181.50
KDOM RADIO	#0563 12-31-19	12/31/2019	#0563 - ADVERTISING	617-49860-340	322.83
WINDOM AREA CHAMBER OF TOWN 'N COUNTRY	20200109	01/09/2020	DONATION TO CHAMBER -MN	617-49860-340	250.00
DELL EMC	9509	01/14/2020	MAINTENANCE	617-49860-404	100.00
	10366312158	01/15/2020	#44046203 -	617-49860-409	2,169.95
AMAZON CAPITAL SERVICES, I	1CKL-KJH9-HDMD	01/15/2020	#A2Q0YJ8ZLN2YT - SUPPLIES	617-49860-409	279.96
ELITE MECHANICAL SYSTEMS,	5369	12/31/2019	MAINTENANCE	617-49860-409	867.11
ELITE MECHANICAL SYSTEMS,	5407	12/31/2019	MAINTENANCE	617-49860-409	660.66
MN REVENUE	20200109	01/09/2020	SALES TAX -	617-49860-460	145.20
ROYAL GLASS LLC	127	12/31/2019	MAINTENANCE	617-49860-480	42.14
BLUE CROSS/BLUE SHIELD	200103155631	01/07/2020	INSURANCE PREM- FEB 2020	617-49860-480	677.00
<b>Activity 49860 - M/P Center Total:</b>					<b>6,226.56</b>
<b>Fund 617 - M/P CENTER Total:</b>					<b>7,461.36</b>

Fund: 700 - PAYROLL

Internal Revenue Service-Payr	INV0001702	01/17/2020	Federal Tax Withholding	700-21701	9,824.03
MN Department of Revenue -	INV0001703	01/17/2020	State Withholding	700-21702	4,532.11
Internal Revenue Service-Payr	INV0001702	01/17/2020	Social Security	700-21703	12,266.18
MN Pera	INV0001699	01/17/2020	PERA	700-21704	13,603.55
MN Pera	INV0001699	01/17/2020	PERA	700-21704	7,826.06
MN Pera	INV0001699	01/17/2020	PERA	700-21704	934.48
MN State Deferred	INV0001700	01/17/2020	Deferred Roth	700-21705	2,005.00
MN State Deferred	INV0001700	01/17/2020	Deferred Compensation	700-21705	6,833.85
BLUE CROSS/BLUE SHIELD	200103155631	01/07/2020	INSURANCE PREM- FEB 2020	700-21706	57,313.00
MN CHILD SUPPORT PAYMEN	INV0001695	12/31/2019	Child Support Payment	700-21709	94.60
Internal Revenue Service-Payr	INV0001702	01/17/2020	Medicare Withholding	700-21711	3,601.50
FURTHER (Select Account)	39276601	12/31/2019	FLEX SPENDING	700-21712	237.48
FURTHER (Select Account)	39283199	01/07/2020	FLEX SPENDING	700-21712	175.57
FURTHER (Select Account)	INV0001698	01/17/2020	HSA Employee Contribution	700-21723	382.31
<b>Fund 700 - PAYROLL Total:</b>					<b>119,629.72</b>
<b>Grand Total:</b>					<b>1,863,835.58</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - GENERAL	74,681.54
211 - LIBRARY	3,138.88
225 - AIRPORT	107.97
230 - POOL	443.58
235 - AMBULANCE	13,986.66
250 - EDA GENERAL	5,620.11
254 - NORTH IND PARK	20,775.00
274 - TIF 1-19 NWIP II	145,225.00
302 - 4TH AVENUE IMPROVEMENT	40,998.60
303 - 2007 STREET IMPROVEMENT	3,050.00
305 - 2009 STREET IMPROVEMENT	86,726.50
306 - 2013 STREET IMPROVEMENT	159,381.26
307 - 2017 STREET PROJECT	95,052.04
401 - GENERAL CAPITAL PROJECTS	17.50
406 - PIR	132,431.40
601 - WATER	248,679.28
602 - SEWER	352,757.89
604 - ELECTRIC	79,841.86
609 - LIQUOR STORE	71,595.19
614 - TELECOM	138,679.96
615 - ARENA	63,554.28
617 - M/P CENTER	7,461.36
700 - PAYROLL	119,629.72
<b>Grand Total:</b>	<b>1,863,835.58</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-20191	Unapplied Cash	421.84
100-20202	Sales Tax Payable	27,361.07
100-41110-304	Legal Fees	1,335.00
100-41110-350	Printing & Design	357.00
100-41110-433	Dues & Subscriptions	7,738.00
100-41110-491	Payments to Other Orga	3,107.17
100-41310-200	Office Supplies	25.35
100-41310-217	Other Operating Supplie	100.68
100-41310-322	Postage	431.33
100-41310-444	License Fees	19.25
100-41910-200	Office Supplies	10.43
100-41910-212	Motor Fuels	66.34
100-41910-304	Legal Fees	390.00
100-41910-322	Postage	39.27
100-41910-405	Repairs & Maint - Vehicl	19.25
100-41940-406	Repairs & Maint - Groun	704.00
100-42120-200	Office Supplies	134.44
100-42120-212	Motor Fuels	1,654.14
100-42120-304	Legal Fees	3,957.50
100-42120-305	Medical & Dental Fees	225.74
100-42120-321	Telephone	560.70
100-42120-323	Radio Units	108.00
100-42120-325	Dispatching	4,695.75
100-42120-326	Data Processing	136.00
100-42120-334	Meals/Lodging	31.69
100-42120-340	Advertising & Promotion	200.00
100-42120-404	Repairs & Maint - M&E	443.53
100-42120-405	Repairs & Maint - Vehicl	91.60
100-42120-412	Rentals - Building	1,950.00
100-42120-419	Vehicle Lease	1,054.07

## Account Summary

Account Number	Account Name	Payment Amount
100-42120-433	Dues & Subscriptions	2,538.85
100-42120-480	Other Miscellaneous	841.85
100-42220-200	Office Supplies	707.45
100-42220-211	Cleaning Supplies	34.82
100-42220-212	Motor Fuels	420.36
100-42220-217	Other Operating Supplie	58.73
100-42220-322	Postage	7.94
100-42220-325	Dispatching	58.50
100-42220-404	Repairs & Maint - M&E	1,905.00
100-42220-405	Repairs & Maint - Vehicl	6.00
100-42220-435	Books and Pamphlets	196.00
100-42220-480	Other Miscellaneous	42.50
100-42500-323	Radio Units	1,800.00
100-42700-300	Charges for Services	189.78
100-43100-212	Motor Fuels	3,408.28
100-43100-217	Other Operating Supplie	58.73
100-43100-241	Small Tools	43.48
100-43100-322	Postage	34.27
100-43100-350	Printing & Design	168.00
100-43100-404	Repairs & Maint - M&E	2,596.13
100-43100-405	Repairs & Maint - Vehicl	612.67
100-43100-406	Repairs & Maint - Groun	80.05
100-43100-409	Repairs & Maint - Utilitie	502.79
100-43100-444	License Fees	173.25
100-43100-480	Other Miscellaneous	677.00
100-45120-217	Other Operating Supplie	12.58
100-45202-212	Motor Fuels	98.89
100-45202-444	License Fees	38.50
211-45501-217	Other Operating Supplie	516.79
211-45501-402	Repairs & Maint - Struct	726.00
211-45501-433	Dues & Subscriptions	88.92
211-45501-435	Books and Pamphlets	1,107.17
211-49950-500	Capital Outlay	700.00
225-45127-200	Office Supplies	38.72
225-45127-217	Other Operating Supplie	69.25
230-45124-217	Other Operating Supplie	443.58
235-42153-212	Motor Fuels	2,993.91
235-42153-217	Other Operating Supplie	1,159.34
235-42153-308	Training & Registrations	890.50
235-42153-312	Nursing	4,954.38
235-42153-322	Postage	3.97
235-42153-325	Dispatching	1,122.75
235-42153-334	Meals/Lodging	262.10
235-42153-340	Advertising & Promotion	85.00
235-42153-404	Repairs & Maint - M&E	1,020.00
235-42153-405	Repairs & Maint - Vehicl	333.49
235-42153-406	Repairs & Maint - Groun	23.22
235-42153-460	Miscellaneous Taxes	1,138.00
250-46520-200	Office Supplies	10.42
250-46520-304	Legal Fees	805.00
250-46520-322	Postage	3.75
250-46520-331	Travel Expense	80.04
250-46520-340	Advertising & Promotion	1,003.50
250-46520-350	Printing & Design	79.50
250-46520-381	Electric Utility	15.00
250-46520-404	Repairs & Maint - M&E	19.25
250-46520-433	Dues & Subscriptions	150.00
250-46520-443	Intergovernmental Fees	47.65

## Account Summary

Account Number	Account Name	Payment Amount
250-46520-480	Other Miscellaneous	46.00
250-49980-602	Other Long-Term Obliga	2,405.07
250-49980-612	Other Interest	954.93
254-49980-601	Bond Principal	20,000.00
254-49980-611	Bond Interest	775.00
274-49980-601	Bond Principal	130,000.00
274-49980-611	Bond Interest	15,225.00
302-47000-480	Other Miscellaneous	475.00
302-49980-601	Bond Principal	40,000.00
302-49980-611	Bond Interest	523.60
303-49980-611	Bond Interest	3,050.00
305-39202	Contribution from Enter	-35,423.50
305-49980-601	Bond Principal	115,000.00
305-49980-611	Bond Interest	7,150.00
306-41000-480	Other Miscellaneous	475.00
306-49980-601	Bond Principal	135,000.00
306-49980-611	Bond Interest	23,906.26
307-39202	Contribution from Enter	-69,520.46
307-41000-480	Other Miscellaneous	475.00
307-49980-601	Bond Principal	120,000.00
307-49980-611	Bond Interest	44,097.50
401-41000-491	Payments to Other Orga	17.50
406-41000-480	Other Miscellaneous	575.00
406-49980-601	Bond Principal	130,000.00
406-49980-611	Bond Interest	1,856.40
601-23100	Bond Payable - Noncurre	70,000.00
601-29107	Bond Payable - Noncurre	35,000.00
601-29108	Bond Payable - Noncurre	40,400.00
601-49400-212	Motor Fuels	208.65
601-49400-217	Other Operating Supplie	189.70
601-49400-241	Small Tools	1.30
601-49400-322	Postage	99.24
601-49400-340	Advertising & Promotion	443.36
601-49400-386	Landfill	140.00
601-49400-404	Repairs & Maint - M&E	30.00
601-49400-408	Repairs & Maint - Distrib	771.42
601-49400-443	Intergovernmental Fees	3,317.00
601-49400-444	License Fees	2,233.17
601-49400-480	Other Miscellaneous	201.60
601-49980-611	Bond Interest	24,148.65
601-49980-720	Transfers - Debt Service	71,495.19
602-23100	Bond Payable - Noncurre	60,000.00
602-29105	Bond Payable - Noncurre	180,000.00
602-29106	Bond Payable - Noncurre	29,600.00
602-49450-200	Office Supplies	73.83
602-49450-212	Motor Fuels	114.20
602-49450-217	Other Operating Supplie	58.73
602-49450-310	Lab Testing	1,103.20
602-49450-322	Postage	84.39
602-49450-350	Printing & Design	443.36
602-49450-404	Repairs & Maint - M&E	129.18
602-49450-444	License Fees	57.75
602-49980-611	Bond Interest	47,644.48
602-49980-720	Transfers - Debt Service	33,448.77
604-10400	Investments - Current	4,027.56
604-14200	Inventory	286.80
604-20202	Sales Tax Payable	1.72
604-22000	Prepayments	1,200.00

## Account Summary

Account Number	Account Name	Payment Amount
604-49550-212	Motor Fuels	887.52
604-49550-217	Other Operating Supplie	41.73
604-49550-263	Merchandise for Resale -	64,628.82
604-49550-303	Engineering and Surveyi	816.00
604-49550-322	Postage	58.28
604-49550-325	Dispatching	32.30
604-49550-404	Repairs & Maint - M&E	149.95
604-49550-405	Repairs & Maint - Vehicl	136.31
604-49550-406	Repairs & Maint - Groun	184.60
604-49550-433	Dues & Subscriptions	25.00
604-49550-444	License Fees	291.50
604-49550-450	Conservation	5,829.00
604-49550-460	Miscellaneous Taxes	44.77
604-49550-491	Payments to Other Orga	1,200.00
609-20202	Sales Tax Payable	19,756.00
609-49751-211	Cleaning Supplies	38.20
609-49751-217	Other Operating Supplie	130.92
609-49751-251	Liquor	10,055.94
609-49751-252	Beer	33,483.70
609-49751-253	Wine	3,759.95
609-49751-254	Soft Drinks & Mix	618.25
609-49751-256	Tobacco Products	267.03
609-49751-257	Ice	108.40
609-49751-261	Other Merchandise	5.43
609-49751-322	Postage	4.90
609-49751-333	Freight and Express	363.01
609-49751-340	Advertising & Promotion	3,003.46
614-20201	Excise Tax Payable	886.12
614-20202	Sales Tax Payable	12.05
614-20206	911 TAP & TACIP Fees Cl	1,251.34
614-23100	Bond Payable - Noncurre	85,000.00
614-49870-211	Cleaning Supplies	21.31
614-49870-212	Motor Fuels	116.62
614-49870-217	Other Operating Supplie	824.60
614-49870-227	Utility System Maint Sup	4,441.52
614-49870-241	Small Tools	421.08
614-49870-322	Postage	206.23
614-49870-340	Advertising & Promotion	100.98
614-49870-402	Repairs & Maint - Struct	129.99
614-49870-442	Subscriber Fees	23,825.92
614-49870-444	License Fees	77.00
614-49870-445	Switch Fees	1,467.56
614-49870-447	Internet Expense	4,100.00
614-49870-448	On-Call Support	1,089.63
614-49870-451	Call Completion	2,591.62
614-49870-460	Miscellaneous Taxes	91.39
614-49870-480	Other Miscellaneous	475.00
614-49980-611	Bond Interest	11,550.00
615-23100	Bond Payable - Noncurre	40,000.00
615-38102	Arena Skating	230.00
615-49850-211	Cleaning Supplies	648.42
615-49850-212	Motor Fuels	113.00
615-49850-217	Other Operating Supplie	77.57
615-49850-322	Postage	19.74
615-49850-326	Data Processing	181.50
615-49850-340	Advertising & Promotion	722.20
615-49850-402	Repairs & Maint - Struct	963.64
615-49850-404	Repairs & Maint - M&E	1,157.08

**Account Summary**

Account Number	Account Name	Payment Amount
615-49850-444	License Fees	57.75
615-49850-460	Miscellaneous Taxes	1,727.00
615-49850-480	Other Miscellaneous	1,152.00
615-49980-611	Bond Interest	16,504.38
617-10200	Petty Cash	1,000.00
617-20202	Sales Tax Payable	234.80
617-49860-200	Office Supplies	80.72
617-49860-211	Cleaning Supplies	211.48
617-49860-212	Motor Fuels	62.98
617-49860-217	Other Operating Supplie	168.34
617-49860-322	Postage	6.69
617-49860-326	Data Processing	181.50
617-49860-340	Advertising & Promotion	572.83
617-49860-404	Repairs & Maint - M&E	100.00
617-49860-409	Repairs & Maint - Utilitie	3,977.68
617-49860-460	Miscellaneous Taxes	145.20
617-49860-480	Other Miscellaneous	719.14
700-21701	Federal Withholding	9,824.03
700-21702	State Withholding	4,532.11
700-21703	FICA Tax Withholding	12,266.18
700-21704	PERA Contributions	22,364.09
700-21705	Retirement	8,838.85
700-21706	Medical Insurance	57,313.00
700-21709	Wage Levy	94.60
700-21711	Medicare Tax Withholdi	3,601.50
700-21712	Flex Account	413.05
700-21723	HSA Employee Contribu	382.31
	<b>Grand Total:</b>	<b>1,863,835.58</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	1,084,061.19
2011AIntSw	29,802.50
2011AIntWa	4,168.75
2011APrinSw	180,000.00
2011APrinWa	35,000.00
2012AIntFund302	523.60
2012AIntFund303	3,050.00
2012AIntFund406	156.40
2012AIntSw	877.60
2012AIntWa	1,092.40
2012APrinFund302	40,000.00
2012APrinFund406	80,000.00
2012APrinSw	29,600.00
2012APrinWa	40,400.00
2013AIntAssessment	9,459.38
2013AIntStr	14,446.88
2013AIntSw	8,709.38
2013AIntWa	10,012.50
2013APrincAssess	75,000.00
2013APrinSt	60,000.00
2013APrinSw	40,000.00
2013APrinWa	45,000.00
2013BIntEquip	1,700.00
2013BIntNWIP	775.00
2013BPrincEquip	50,000.00

**Project Account Summary**

Project Account Key  
2013BPrincNWIP

Grand Total:

Payment Amount  
20,000.00  
1,863,835.58

LA  
1-16-2020

# ACTION ITEM



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

**TO:** City Council  
**FROM:** Brian Cooley, Streets & Parks Superintendent  
**DATE:** January 15, 2020  
**RE:** Contracting Snow Removal Option  
**DEPT:** Administration  
**CONTACT:** Brian Cooley: [Brian.Cooley@windommn.com](mailto:Brian.Cooley@windommn.com)

---

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

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Staff recommends that the City Council take the following action:

1. The City of Windom contract with SVE, Incorporated to clear snow from the Community Center and Emergency Services Facility parking lots for the 2020 season.

## **Issue Summary/Background**

---

Staff was asked to look into the time and equipment used to clean some of the City facilities and the downtown square. I contacted Scott Veenker (SVE, Inc.) to discuss options as they help out the City crews occasionally removing snow from the square. SVE did not have the capacity to do the downtown square in addition to their other workload; however, they would have an ability to clean the Emergency Services Facility and Community Center parking lots.

The time for the City crew to clean these lots can vary according to the type and amount of snow we receive. The hours shown below and equipment use are based on an average snow event.

### Emergency Services Facility Parking Lot

Unit #45 Loader with plow – 3.5 hours

\$55 per hour labor rate – 3.5 hours

### Community Center Parking Lot

Unit #45 Loader with plow – 2.5 hours

\$55 per hour labor rate – 2.5 hours

SVE, Inc. offered a price of \$200 to clean each lot. SVE can clear the lots in less time than can the City crews because of the specialized equipment and size of equipment they use.

## **Fiscal Impact**

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Based on this information we are recommending that the City contract with SVE, Inc. to clean the Community Center and Emergency Services Facility parking lots. This will help our crew complete snow removal throughout the community quicker, save wear\tear on equipment and reduce overtime costs.

## **Attachments**

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1. None.

**ORDINANCE NO. 183, 2<sup>ND</sup> SERIES**

**AN ORDINANCE ENACTING AND ADOPTING A CODIFIED SUPPLEMENT TO THE  
CODE OF ORDINANCES FOR THE CITY OF WINDOM**

**WHEREAS**, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the 2019 codified supplement to the Code of Ordinances of the City of Windom which contains all ordinances of a general and permanent nature enacted since the prior supplements of the codified and printed City Code of Ordinances Book; and

**WHEREAS**, it is necessary to adopt an ordinance to authorize the inclusion of the 2019 codified supplement in the codified and printed City Code of Ordinances Book.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINDOM,  
MINNESOTA, DOES ORDAIN:**

Section 1. That the 2019 codified supplement to the Code of Ordinances of the City of Windom, as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, be and the same is hereby adopted by reference as if set out herein in its entirety.

Section 2. Such codified supplement shall be deemed published as of the day of its adoption and approval by the Windom City Council and the City Administrator is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the City Administrator.

Adopted by the City Council of the City of Windom, Minnesota, this 21<sup>st</sup> day of January, 2020.

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

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

1<sup>st</sup> Reading: January 7, 2020  
2<sup>nd</sup> Reading: January 21, 2020  
Adoption: January 21, 2020  
Published: January 29, 2020

**ORDINANCE NO. 184, 2<sup>ND</sup> SERIES**

**AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA, AMENDING CERTAIN EXISTING CITY CODE SECTIONS**

**THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, DOES ORDAIN:**

**TO REVISE CHAPTER 31: "CITY COUNCIL" BY REMOVING THE EXISTING SECTION 31.12 "SPECIAL ELECTION TIMING" AND REPLACING THIS SECTION WITH THE FOLLOWING:**

**§ 31.12 SPECIAL ELECTION TIMING.**

If a vacancy occurs, the vacancy for the remainder of the unexpired term will be filled as referenced in City Charter.

**TO REVISE CHAPTER 73: "PARKING RULES" BY REMOVING THE EXISTING SECTION 73.48 AND REPLACING THIS SECTION WITH THE FOLLOWING:**

**§ 73.48 PARKING VEHICLES TO FACILITATE SNOW REMOVAL.**

(A) No vehicle shall be parked upon any street, alley or right-of-way outside of the designated parking lanes so as to block the removal of snow from any street, alley or right-of-way.

(B) On the day of a declared Snow Emergency, parking of vehicles will not be allowed upon any street including designated parking lanes between the hours of 12:01 a.m. and 8:00 a.m. or until the street is plowed from curb to curb (from edge to edge on alleys) and is completely cleared of snow. Penalty, see § 73.99.

(C) Vehicles shall be allowed to park in designated publicly-owned parking facilities only and can remain for up to six hours after the declared snow emergency has ended.

**TO REVISE CHAPTER 94: "FIREWORKS AND OTHER DANGEROUS ARTICLES" BY REMOVING THE EXISTING SECTION § 94.01 "ACTS PROHIBITED; EXCEPTION" AND REPLACING THIS SECTION WITH THE FOLLOWING:**

**§ 94.01 ACTS PROHIBITED; EXCEPTION.**

(A) It is unlawful for any person to:

(1) Recklessly handle or use a gun or other dangerous weapon or explosive so as to endanger the safety of another;

(2) Intentionally point a gun of any kind, capable of injuring or killing a human being and whether loaded or unloaded, at or toward another;

(3) Manufacture or sell for any unlawful purpose any weapon known as a slung-shot or sand club;

(4) Manufacture, transfer or possess metal knuckles or a switch-blade knife opening

automatically;

(5) Possess any other dangerous article or substance for the purpose of being used unlawfully as a weapon against another;

(6) Sell or have in his or her possession a suppressor or any device designed to silence or muffle the discharge of a firearm unless allowed by Minnesota Statute(s);

(7) Permit, as a parent or guardian, any child under 14 years of age to handle or use, outside of the parent's or guardian's presence, a firearm or air gun of any kind, or any ammunition or explosive; or

(8) Furnish a minor under 18 years of age with a firearm, air gun, ammunition or explosive without the written consent of his or her parent or guardian or of the Police Department.

(B) Nothing in division (A) above shall prohibit the possession of the articles therein mentioned if the purpose of the possession is for public exhibition by museums or collectors of art.

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

Adopted by the City Council of the City of Windom, Minnesota, this 21<sup>st</sup> day of January, 2020.

---

Dominic Jones, Mayor

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

1<sup>st</sup> Reading: January 7, 2020  
2<sup>nd</sup> Reading: January 21, 2020  
Adoption: January 21, 2020  
Published: January 29, 2020

## RESOLUTION #2020-

**INTRODUCED:**

**SECONDED:**

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

**AUTHORIZATION TO ACCEPT A DONATION FROM  
WINDOM FIRE DEPARTMENT RELIEF ASSOCIATION  
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**, the Windom Fire Department Relief Association is a supporter of the City of Windom and the Windom Fire Department; and

**WHEREAS**, the Windom Fire Department has received a donation from the Windom Fire Department Relief Association of \$10,000 to be used toward an equipment purchase of a Jaws of Life.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA**, that the City Council accepts the donation of \$10,000 from the Windom Fire Department Relief Association to be used toward the equipment purchase of a Jaws of Life for the Windom Fire Department.

Adopted by the Council this 21st day of January, 2020.

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

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

## ACTION ITEM



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

**TO:** City Council  
**FROM:** Fire Chief  
**DATE:** January 16, 2020  
**RE:** Declaration of Surplus Equipment and Disposition – Windom Fire Department  
**DEPT:** Administration  
**CONTACT:** Ben Derickson at [WFD55@WINDOMMN.COM](mailto:WFD55@WINDOMMN.COM)

---

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

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Staff recommends that the City Council take the following action:

1. That the old hydraulic set of extraction equipment (a.k.a. Jaws of Life) be declared as surplus and they be made available for sale or donation to other small fire departments.

### **Issue Summary/Background**

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The Windom Fire Department recently purchased a new set of “Jaws of Life” through a donation of \$10,000 from the Windom Fire Relief Association and funds budgeted by the City Council for capital equipment purchases.

While operational, the old set of equipment is operated via hydraulics whereas new sets are operated via battery power. The old set is also less user friendly, prone to possible hose cuts and fluid leaks.

### **Fiscal Impact**

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Vendors we spoke with were not interested in trading in the old set of jaws nor would offer a value of the equipment. As such, we feel the old set is valued at well less than \$1,000. We are asking for permission to donate or sell the old set to another small community fire department at a nominal charge.

### **Attachments**

---

1. None.

## ACTION ITEM



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

**TO:** City Council  
**FROM:** John Nelson, Manager, River Bend Liquor  
**DATE:** January 15, 2020  
**RE:** Liquor Store Part-Time Clerks Hiring  
**DEPT:** Liquor Store  
**CONTACT:** John Nelson      [John.Nelson@windommn.com](mailto:John.Nelson@windommn.com)

---

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

---

I recommend that the City Council approve the hiring of the following individuals at a rate of \$10.00/hr as described in the Wage Schedule for Part-Time Employees:

1. Kathy Morphew
2. Shawna Bergendahl

### **Issue Summary/Background**

---

Cody Mischke has resigned from River Bend Liquor. This resignation will leave a vacancy at River Bend Liquor. We advertised for a part-time position and received back 7 applicants. Jenny Quade, Windom City Council/Liquor Commission and I completed interviews. Upon completion of those interviews, we are recommending the hiring of Kathy Morphew. We also discussed the need for an additional employee, as there has been some scheduling shortages due to holidays, vacations, and other request offs. For that, we feel Shawna Bergendahl could be an asset to River Bend Liquor by helping with those shifts.

### **Fiscal Impact**

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The fiscal impact for the hiring of Kathy Morphew will be \$0 due to the position already being established and budgeted for. The hiring of Shawna Bergendahl will have a fiscal impact of less than \$3,000.

### **Attachments**

---

None

## ACTION ITEM



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

**TO:** CITY COUNCIL  
**FROM:** DREW HAGE, DEVELOPMENT DIRECTOR  
**CC MEETING DATE:** JANUARY 21, 2020  
**RE:** Resolution Approving the DEED Redevelopment Grant Application  
**DEPT:** Development Department  
**CONTACT:** Drew Hage, Development Director, at 832-8661 or [drew.hage@windommn.com](mailto:drew.hage@windommn.com)

---

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

Staff recommends that the City Council adopt the Resolution approving submission of a DEED Redevelopment Grant Application to assist with redevelopment of the Cemstone property.

---

### **Issue Summary/Background**

The Minnesota Department of Employment and Economic Development (DEED) offers a Redevelopment Grant Program which, if a grant is awarded, can pay up to fifty percent (50%) of the redevelopment costs for a project. Eligible costs include public acquisition of land, demolition, interior abatement, infrastructure improvements, ponding, and environmental infrastructure. DEED prefers to fund demolition expenses. Demolition costs for this project would include demolition and removal of the concrete plant and other building on site, concrete bunkers, concrete pads, driveway, concrete bank supports, and removal of the concrete piles. The demolition estimate is \$424,905.

Any grant received would require a match by the City. The source of match would likely be a bond to fund the property acquisition, site improvements, and infrastructure. The bond will be repaid with new tax increment from the 45-unit market-rate apartment building and other new developments within Redevelopment TIF District 1-22. The grant application is due February 1, 2020. If the City receives the grant, there is a period of 24 months in which the project funded by the grant is to be completed.

Attached for your review is the local government Resolution authorizing the City's application in the DEED Redevelopment Grant Program.

### **Fiscal Impact**

---

There should be no fiscal impact to the City for adoption of the local government Resolution authorizing submission of the Redevelopment Grant Application. If the grant is awarded, the City Council can decide whether or not to accept the grant based on the redevelopment budget, interest in property in the redevelopment area as evidenced by lot presale commitments and any developer agreements, etc. The plan is for this redevelopment project to support itself without general fund dollars.

### **Attachments**

---

1. Resolution Authorizing Submission of Redevelopment Grant Application.

## RESOLUTION # 2020-

**INTRODUCED:**

**SECONDED:**

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

### CITY OF WINDOM, MINNESOTA

#### **RESOLUTION AUTHORIZING SUBMISSION OF REDEVELOPMENT GRANT APPLICATION**

---

WHEREAS, the Minnesota Department of Employment and Economic Development (DEED) received appropriations for a Redevelopment Grant Program; and

WHEREAS, the Cemstone Redevelopment Area is a local project that would be classified as a qualifying site and could benefit from assistance with demolition expenses and site preparation; and

WHEREAS, on January 13, 2020, the Board of Commissioners of the Economic Development Authority of Windom approved submission of an application for the Redevelopment Grant Program and recommended City Council approval of said submission; and

WHEREAS, a home rule charter city is an eligible applicant to act as the legal sponsor for the application to be submitted to DEED; and

WHEREAS, the City of Windom understands that there is a match requirement for a Redevelopment Grant and a match is available.

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

1. An application shall be submitted to the Minnesota Department of Employment and Economic Development (DEED) in the Redevelopment Grant Program.
2. The City of Windom shall act as the legal sponsor for the project contained in the Redevelopment Grant Program Application to be submitted to DEED on or before February 1, 2020; and that Steven Nasby, City Administrator, is hereby authorized to apply to DEED for the funding of this project on behalf of the City of Windom, Minnesota.
3. The City of Windom has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capacity to ensure adequate project administration.
4. The sources and amounts of the local match identified in the application are committed to the project identified.

5. If the project identified in the application fails to substantially provide the public benefits listed in the application within five years from the date of the grant award, the City of Windom may be required to repay 100 percent of the awarded grant per Minnesota Statutes § 116J.575, Subd. 4.
6. The City of Windom has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.
7. Upon approval of its grant application by DEED and/or the State of Minnesota, the City of Windom is authorized to enter into agreements with DEED and/or State of Minnesota for the above-referenced project; and the City of Windom certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.
8. The Mayor and the City Administrator are hereby authorized, on behalf of the City of Windom, to execute such agreements as are necessary to implement the project on behalf of the City of Windom, Minnesota.

Adopted this 21st day of January, 2020.

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

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

STATE OF MINNESOTA :  
 SS  
 COUNTY OF COTTONWOOD:

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The undersigned, being the duly qualified and acting City Administrator of the City of Windom, Cottonwood County, Minnesota, hereby certifies that I have carefully reviewed the foregoing Resolution with the original thereof on file and of record in my office, and find the same to be a full, true and complete transcript of the Resolution adopted by the Windom City Council at its meeting on January 21, 2020.

DATED this \_\_\_\_\_ day of January, 2020.

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

Subscribed and sworn to before me this \_\_\_\_\_ day of January, 2020, by the said Steven Nasby.

\_\_\_\_\_  
 Notary Public in and for the State of Minnesota

# ACTION ITEM



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

**TO:** City Council  
**FROM:** City Administrator *Steve Nasby*  
**DATE:** January 16, 2020  
**RE:** Commercial Driver's License (CDL) – Drug & Alcohol Policy Update  
**DEPT:** Administration  
**CONTACT:** Steve Nasby: [Steve.Nasby@windommn.com](mailto:Steve.Nasby@windommn.com)

---

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

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Staff recommends that the City Council take the following action:

1. Approve an updated Drug and Alcohol Testing Policy for Commercial Drivers.

## **Issue Summary/Background**

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The federal rules and regulations for Commercial Driver's License (CDL) operators has changed. The City's safety consultant, Minnesota Municipal Utilities Association (MMUA), drafted a template for compliance with the new federal regulations. The new rules also require registration of CDLs into a national data base.

## **Fiscal Impact**

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Some additional staff time to set up the registrations and do required checks/reporting.

## **Attachments**

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1. City of Windom Drug and Alcohol Testing Policy for Commercial Drivers.

**CITY OF WINDOM  
DRUG AND ALCOHOL TESTING POLICY FOR  
COMMERCIAL DRIVERS  
(DOT POLICY)**

**PURPOSE AND OBJECTIVES**

The City of Windom (“Employer”) has a vital interest in maintaining safe, healthful, and efficient working conditions for employees, and recognizes that individuals who are impaired because of drugs and/or alcohol jeopardize the safety and health of other workers as well as themselves. The Employer is concerned about providing a safe workplace for its employees, and while the Employer does not intend to intrude into the private lives of its employees, it is the goal to provide a work environment conducive to maximum safety and optimum work standards. Alcohol and drug abuse can cause unsatisfactory job performance, increased tardiness and absenteeism, increased accidents and workers’ compensation claims, higher insurance rates, and an increase in theft of Employer property. The use, possession, manufacture, sale, transportation, or other distribution of controlled substance or controlled substance paraphernalia and the unauthorized use, possession, transportation, sale, or other distribution of alcohol is contrary to this policy and jeopardizes public safety.

In response to regulations issued by United States Department of Transportation (“DOT”), the Employer has adopted this Policy on Alcohol and Controlled Substances for employees who hold a commercial driver’s license (CDL) to perform their duties.

Given the significant dangers of alcohol and controlled substance use, each applicant and driver must abide by this policy as a term and condition of hiring and continued employment. Moreover, federal law requires the Employer to implement such a policy.

To ensure this policy is clearly communicated to all drivers and applicants, and in order to comply with applicable federal law, drivers and applicants are required to review this policy and sign the “Substance Abuse Policy Employee Acknowledgement of Notification” form. (See Section 4.)

Because changes in applicable law and the Employer’s practices and procedures may occur from time to time, this policy may change in the future, and nothing in this policy is intended to be a contract, promise, or guarantee the Employer will follow any particular course of action, disciplinary, rehabilitative or otherwise, except as required by law. This policy does not in any way affect or change the status of any at-will employee.

Any revisions to the Federal Omnibus Transportation Employee Testing Act will take precedence over this policy to the extent the policy has not incorporated those revisions.

## PERSONS SUBJECT TO TESTING & TYPES OF TESTS

All employees are subject to testing whose job duties include performing “safety-sensitive duties” on Employer vehicles that:

1. Have a gross combination weight rating or gross combination weight of 26,001 pounds or more, whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds, whichever is greater; or
2. Have a gross vehicle weight rating or gross vehicle weight of 26,0001 or more pounds whichever is greater; or
3. Are designed to transport 16 or more passengers, including the driver; or
4. Are of any size and are used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

The Federal Highway Administration (FHWA) has granted states the option of waiving CDL requirements for firefighters. Since the state of Minnesota is one that gives firefighters the option of obtaining either a CDL or a non-commercial license, the state has exercised the option not to require CDLs. Therefore, 49 CFR Part 382 is not applicable to Employer firefighters.

The following functions are considered safety-sensitive:

- all time waiting to be dispatched to drive a commercial motor vehicle
- all time inspecting, servicing, or conditioning a commercial motor vehicle
- all time driving at the controls of the commercial motor vehicle
- all other time in or upon a commercial motor vehicle (except time spent resting in a sleeper berth)
- all time loading or unloading a commercial motor vehicle, attending the same, giving or receiving receipts for shipments being loaded or unloaded, or remaining in readiness to operate the vehicle
- all time repairing, obtaining assistance, or attending to a disabled commercial motor vehicle.

The Employer may test any applicant to whom a conditional offer of employment has been made and any driver for controlled substance and alcohol under any of the following circumstances:

Pre-Employment Testing. All applicants, including current employees seeking a transfer, applying for a position where duties include performing safety-sensitive duties described above, will be required to take a drug test prior to the first time a driver performs a safety-sensitive function for the Employer. A driver may not perform safety-sensitive functions unless the driver has received a controlled substance test result from the Medical Review Officer (“MRO”) indicating a verified negative test result. In addition to pre-employment controlled substance testing, applicants will be required to authorize in writing former employers to release alcohol test results of .04 or greater, positive controlled substance test results, refusals to test, other

violations of drug and alcohol testing regulations, and completion of return to duty requirements within the preceding three years. (See Release of Information from Previous Employer Form, in Section 4.)

The City will contact the candidate’s DOT regulated previous and current employers within the last three years for drug and alcohol test results as referenced above, and review the testing history if feasible before the employee first performs safety-sensitive functions for the city. Beginning in 2020, the City will also conduct a limited query of the Federal Motor Carrier Safety Administration’s Clearinghouse for all candidates. In addition, at least once a year, the City will conduct a limited query of the Clearinghouse for each currently employed CDL driver. If the limited query reveals that the Clearinghouse has information about resolved or unresolved drug and alcohol program violations by a candidate or current employee, he or she will be asked to provide electronic consent to a full query of the Clearinghouse (unless he or she has previously provided electronic consent). In the event a full query of the Clearinghouse reveals unresolved violation information for a candidate or current employee, the driver will not be permitted to perform safety-sensitive functions, including the operation of a Commercial Motor Vehicle and, in the case of a candidate, may have their conditional offer of employment rescinded or, in the case of a current employee, may be subject to discipline.

Post-Accident Testing. As soon as practicable following an accident involving a commercial motor vehicle operating on a public road, the Employer will test each surviving driver for controlled substances and alcohol when the following occurs:

- The accident involves a fatality or
- The driver receives a citation for a moving traffic violation from the accident and an injury is treated away from the accident scene or
- The driver receives a citation for a moving traffic violation from the accident and a vehicle is required to be towed from the accident scene.

The following chart summarizes when DOT post-accident testing needs to be conducted.

Type of accident involved	Citation issued to the DOT covered CDL driver?	Test must be performed by the Employer
i. Human fatality	YES	YES
	NO	YES
ii. Bodily injury with immediate medical treatment away from the scene	YES	YES
	NO	NO
iii. Disabling damage to any motor vehicle requiring tow away	YES	YES
	NO	NO

A driver subject to post-accident testing must remain readily available or the driver will be deemed to have refused to submit to testing. This requirement to remain ready for testing does not preclude a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.

*Post-Accident Controlled Substance Testing*

Drivers are required to submit a urine sample for post-accident controlled substance testing as soon as possible. If the driver is not tested within thirty-two (32) hours after the accident, the Employer will cease its attempts to test the driver and prepare and maintain on file a record stating why the test was not promptly administered.

*Post-Accident Alcohol Testing*

Drivers are required to submit to post-accident alcohol testing as soon as possible. After an accident, consuming alcohol is prohibited until the driver is tested. If the driver is not tested within two (2) hours after the accident, the Employer will prepare and maintain on file a record stating why the test was not administered within that time. If eight hours have elapsed since the accident and the driver has not submitted to an alcohol test, the Employer will cease its attempts to test the driver and prepare and maintain on file a record stating why the test was not administered.

The Employer may accept the results of a blood or breath test in place of an alcohol test and urine test for the use of controlled substances if:

- The tests are conducted by federal, state, or local officials having independent authority for the test, and
- The tests conform to applicable federal, state, or local testing requirements, and
- The test results can be obtained by the Employer.

Whenever such a test is conducted by a law enforcement officer, the driver must contact the Employer and immediately report the existence of the test, providing the name, badge number, and telephone number of the law enforcement officer who conducted the test.

Random Testing. Every driver will be subject to unannounced alcohol and controlled substance testing on a random selection basis. Drivers will be selected for testing by use of a scientifically valid method under which each driver has an equal chance of being selected each time selections are made. These random tests will be conducted throughout the calendar year. Each driver who is notified of selection for random testing must cease performing safety-sensitive functions and report to the designated test site immediately. It is mathematically possible drivers may be selected and tested more than once, and others not at all

If a driver is selected for a random test while he or she is absent, on leave or away from work, that driver may be required to undergo the test when he or she returns to work.

For 2019, federal law requires the Employer to test at a rate of at least twenty-five percent (25%) of its average number of drivers for controlled substance each year, and to test at a rate of at least ten percent (10%) of its average number of drivers for alcohol each year. These minimum testing rates are subject to change by the DOT.

Reasonable Suspicion Testing. When a supervisor has reasonable suspicion to believe a driver has engaged in conduct prohibited by federal law or this policy, the Employer will require the driver to submit to an alcohol and/or controlled substance test. (See Reasonable Suspicion Observation Form in Section 4.)

The Employer's determination that reasonable suspicion exists to require the driver to undergo an alcohol test will be based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver." In the case of controlled substance, the observations may include indications of the chronic and withdrawal effects of a controlled substance.

The required observations for reasonable suspicion testing will be made by a supervisor or other person designated by the Employer who has received appropriate training in identification of actions, appearance and conduct of a driver which are indicative of the use of alcohol or controlled substance. (See Reasonable Suspicion Training Record form in Section 4.) These observations leading to an alcohol or controlled substance test will be reflected in writing and signed by the supervisor who made the observations. The record will be retained by the Employer. The person who makes the determination that reasonable suspicion exists to conduct testing, will not be the person conducting the testing, which shall instead be conducted by another qualified person.

Alcohol testing is authorized only if the observations are made during, just before, or just after the driver has ceased performing such functions. If a reasonable suspicion alcohol test is not administered within two (2) hours following the determination of reasonable suspicion, the Employer will prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If a reasonable suspicion alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the Employer will prepare and maintain on file a record stating the reasons the alcohol test was not administered, and will cease attempts to conduct the alcohol test.

Notwithstanding the absence of a reasonable suspicion test, no driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol use, nor will the Employer permit the driver to perform or continue to perform safety-sensitive functions until (1) an alcohol test is administered and the driver's alcohol concentration is less than .02; or (2) twenty-four (24) hours have elapsed following the determination of reasonable suspicion.

Return-to-Duty Testing. The Employer reserves the right to impose discipline against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policy and collective bargaining agreements. Except as otherwise required by law, the Employer is not obligated to reinstate or requalify such drivers for a first positive test result.

Should the Employer consider reinstatement of a DOT covered driver, the driver must undergo a Substance Abuse Professional (“SAP”) evaluation and participate in any prescribed education/treatment, and successfully complete return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and/or or a controlled substance test with a verified negative result, before the driver returns to duty requiring the performance of a safety-sensitive function. The SAP determines if the driver has completed the education/treatment as prescribed.

The employee is responsible for paying for all costs associated with the return-to-duty test. The controlled substance test will be conducted under direct observation.

Follow-Up Testing. The Employer reserves the right to impose discipline against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policies and collective bargaining agreements. Except as otherwise required by law, the Employer is not obligated to reinstate or requalify such drivers.

Should the Employer reinstate a driver following a determination by a Substance Abuse Professional (SAP) that the driver is in need of assistance in resolving problems associated with alcohol use and/or use of controlled substance, the Employer will ensure that the driver is subject to unannounced follow-up alcohol and/or controlled substance testing. The number and frequency of such follow-up testing will be directed by the SAP and will consist of at least six (6) tests in the first twelve (12) months following the driver’s return to duty. Follow-up testing will not exceed sixty (60) months from the date of the driver’s return to duty. The SAP may terminate the requirement for follow-up testing at any time after the first six tests have been administered, if the SAP determines such test is no longer necessary. The employee is responsible for paying for all costs associated with follow-up tests.

Follow-up alcohol testing will be conducted only when the driver is performing safety-sensitive functions, or immediately prior to or after performing safety-sensitive functions.

Cost of Required Testing. The Employer will pay for the cost of pre-employment, post-accident, random, and reasonable suspicion controlled substance and alcohol testing requested or required of all job applicants and employees. The driver must pay for the cost of all requested confirmatory re-tests, return-to-duty, and follow-up testing.

## **REQUIRED PRIOR CONTROLLED SUBSTANCE AND ALCOHOL CHECKS FOR APPLICANTS**

The Employer will conduct prior drug and alcohol checks of applicants for employment to drive a commercial motor vehicle. Applicants must execute a consent form authorizing the Employer to obtain the required information. The Employer will obtain (pursuant to the applicant's written consent) information on the applicant's alcohol test with a concentration result of 0.04 or greater, positive controlled substance test results, refusals to be tested, and other relevant information within the preceding three (3) years which are maintained by the applicant's previous employers. The Employer will obtain all information concerning the applicant which is maintained by the applicant's previous employers within the preceding three (3) years pursuant to DOT and FMCSA controlled substance and alcohol testing regulations. The Employer will review such records, if feasible, prior to the first time a driver performs safety-sensitive functions.

## **PROHIBITED CONDUCT**

The following conduct is explicitly prohibited by applicable DOT and FMCSA regulations and therefore constitutes violation of Employer policy.

Under the influence of alcohol when reporting for duty or while on duty. No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration of 0.02, but less than 0.04, will be removed from duty for 24 hours, escorted home and placed on vacation or use Compensatory time for hours missed from work.

On-Duty Use of Alcohol. No driver may use alcohol while performing safety-sensitive functions.

Pre-Duty Use of Alcohol. No driver may perform safety-sensitive functions within four (4) hours after using alcohol. If an employee has had alcohol within four hours they are to notify their supervisors before performing any safety-sensitive functions.

Alcohol Use Following an Accident. No driver required to take a post-accident alcohol test may use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

Refusal to Submit to a Required Alcohol or Controlled Substance Test. No applicant or driver may refuse to submit to pre-employment, post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance testing.

In the event an applicant or driver does in fact refuse to submit to required alcohol or controlled substance testing, no test will be conducted. Refusal by a driver to submit to controlled

substance or alcohol testing will be considered a positive test result, will cause disqualification from performing safety-sensitive functions, and may appear on the driver's permanent record. Drivers who refuse to submit to testing will be subject to discipline, up to and including termination. If an applicant refuses to submit to pre-employment controlled substance testing, any applicable conditional offer will be withdrawn.

For purposes of this section, a driver is considered to have refused to submit to an alcohol or controlled substance test when the driver:

- Fails to provide adequate breath for alcohol testing without a valid medical explanation after he or she has received notice of the requirement for breath testing.
- Fails to provide adequate urine for controlled substance testing without a genuine inability to provide a specimen (as determined by a medical evaluation), after he or she has received notice of the requirement for urine testing.
- Fails to report for testing within a reasonable period of time, as determined by the Employer.
- Fails to remain at a testing site until testing is complete.
- In the case of directly observed or monitored collection, fails to permit observation or monitoring.
- Fails or declines to take a second test as required by the Employer and/or collector.
- Fails to undergo a medical examination as directed by the Employer pursuant to federal law.
- Refuses to complete and sign the alcohol testing form, to provide a breath or saliva sample, to provide an adequate amount of breath, or otherwise cooperate in any way that prevents the completion of the testing process.
- Engages in conduct that clearly obstructs the test process.

Altering or attempting to alter a urine sample or breath test. A driver altering or attempting to alter a urine sample or controlled substance test, or substituting or attempting to substitute a urine sample, will be subject to providing a specimen under direct observation. Both specimens will be subject to laboratory testing. In such case, the employee may be subject to immediate termination of employment and any job offer made to an applicant will be immediately withdrawn.

Controlled Substance Use. No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver in writing the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. Drivers must forward this information regarding therapeutic controlled substance use to the Employer immediately after receiving any such advice.

Having a medical marijuana card and/or a cannabis prescription from a physician does not allow anyone to use or possess that drug in the Employer's workplace. The federal government still classifies cannabis as an illegal drug. **There is no acceptable concentration of marijuana**

**metabolites in the urine or blood of an employee who performs safety-sensitive duties for the Employer.** Employees are still subject to being tested under our policies, as well as for being disciplined, suspended or terminated after testing positive for cannabis while at work.

Controlled Substance Testing. No driver may report for duty, remain on-duty or perform a safety-sensitive function if the driver tests positive for controlled substance.

In addition to the conduct prohibited by applicable DOT and FMCSA regulations, the Employer also maintains other applicable policies regarding drug and alcohol that are applicable to all employees.

## **COLLECTION AND TESTING PROCEDURES**

Drivers are required to report immediately upon notification to the collection site. For random tests conducted off site, employees may use an Employer vehicle to drive to the collection site. Drivers will be expected to provide a photo ID card for identification to the collection staff. All drivers will be expected to cooperate with collection site personnel requests to remove any unnecessary outer garments such as coats, sweaters or jackets and will be required to empty their pockets. Collection personnel will complete a Federal Custody and Control Form ("CCF") which drivers providing a sample will sign as well.

Alcohol Testing. Employees will be tested for alcohol just before, during, or immediately following performance of a safety-sensitive function. If a driver is also taking a DOT controlled substance test, generally speaking, the alcohol test is completed before the urine collection process begins. Screening tests for alcohol concentration will be performed utilizing a non-evidential screening device included by the National Highway Traffic Safety Administration on its conforming products list (e.g., a saliva screening device) or an evidential breath testing device ("EBT") operated by a trained breath alcohol technician ("BAT") at a collection site. An alcohol test usually takes approximately 15 minutes if the result is negative. If a driver's first attempt is positive (with an alcohol concentration of .02 or greater), the driver will be asked to wait at least 15 minutes and then be tested again. The driver may not eat, drink or place anything in his/her mouth (e.g., cigarette, chewing gum) during this time. All confirmation tests will be conducted in a location that affords privacy to the driver being tested, unless unusual circumstances (e.g., when it is essential to conduct a test outdoors at the scene of an accident) make it impracticable to provide such privacy. Any results less than 0.02 alcohol concentration is considered a "negative" test result.

If the driver attempts and fails to provide an adequate amount of breath, he/she will be referred to a physician to determine if the driver's inability to provide a specimen is genuine or constitutes a refusal to test. Alcohol test results are reported directly to the Employer by the collection site staff.

Controlled Substance Testing. The Employer will use a “split urine specimen” collection procedure for controlled substance testing. Collection of urine specimens for controlled substance testing will be conducted by an approved collector and will be conducted in a setting and manner to ensure the driver’s privacy.

Controlled substance testing generally takes about 15 minutes. At the collection site, the driver will be given a sealed container and must provide at least 45 ml of urine for testing. Once the sample is provided the collection personnel will check the temperature and color and look for signs of contamination. The urine is then split into two separate specimen containers (A, or “primary,” and B, or “split”) with identifying labels and security seals affixed to both. The collection facility will be responsible for maintaining a proper chain of custody for delivery of the sample to a DHHS-certified laboratory for analysis. The laboratory will retain a sufficient portion of any positive sample for testing and store that portion in a scientifically-acceptable manner for a minimum 365-day period.

If an employee fails to provide a sufficient amount of urine to permit a controlled substance test (45 milliliters of urine), the collector will discard the insufficient specimen, unless there is evidence of tampering with that specimen. The collector will urge the driver to drink up to 40 ounces of fluid, distributed reasonably over a period of up to three hours, or until the driver has provided a sufficient urine specimen, whichever occurs first. If the driver has not provided a sufficient specimen within three hours of the first unsuccessful attempt, the collector will cease efforts to attempt to obtain a specimen. The driver must then obtain, within five calendar days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues raised by the employee’s failure to provide a sufficient specimen. If the licensed physician concludes the driver has a medical condition, or with a high degree of probability could have, which precluded the driver from providing a sufficient amount of urine, the Employer will consider the test to have been canceled. If a licensed physician cannot make such a determination, the Employer will consider the driver to have engaged in a refusal to test, and will take appropriate disciplinary action under this policy.

The primary specimen is used for the first test. If the test is negative, it is reported to the MRO who then reports the result, following a review of the CCF Form for compliance, to the Employer. If the initial result is positive or non-negative, a “confirmatory retest” will be conducted on the primary specimen. If the confirmatory re-test is also positive, the result will be sent to the MRO. The MRO will contact the driver to verify the positive result. If the MRO is unable to reach the driver directly, the MRO must contact the Employer who will direct the driver to contact the MRO.

## **REVIEW OF TEST RESULTS**

The MRO is a licensed physician with knowledge and clinical experience in substance abuse disorders, and is responsible for receiving and reviewing laboratory results of the controlled

substances test as well as evaluating medical explanations for certain drug test results. Prior to making a final decision to verify a positive test result, the MRO will give the driver or the job applicant an opportunity to discuss the test result, typically through a phone call. The MRO, or a staff person under the MRO's supervision, will contact the individual directly, on a confidential basis, to determine whether the individual wishes to discuss the test result. If the employee or job applicant wishes to discuss the test result:

- The individual may be required to speak and/or meet with the MRO, who will review the individual's medical history, including any medical records provided.
- The individual will be afforded the opportunity to discuss the test results and to offer any additional or clarifying information which may explain the positive test result. If the employee or job applicant believes a mistake was made at the collection site, at the laboratory, on a chain-of-custody form, or that the drug test results are caused by lawful substance use, the employee should tell the MRO.
- If there is some new information which may affect the original finding, the MRO may request the laboratory to perform additional testing on the original specimen in order to further clarify the results; and
- A final determination will be made by the MRO that the test is either positive or negative, and the individual will be so advised.

If the MRO upholds the positive, adulterated or substituted drug determination, that test result will be provided to the Employer. There is no opportunity to explain a positive alcohol test provided in the DOT regulations.

The driver can request the MRO to have the split specimen (the second "B" container) tested at the driver's expense. This includes all costs that may be associated with the re-test. There is no split specimen testing for an invalid result. The driver has 72 hours after they have been notified of the positive result to make this request. If the employee requests an analysis of the split specimen, the MRO will direct the laboratory to send the split specimen to another certified laboratory for analysis.

If an employee has not contacted the MRO within 72 hours, the employee may present information documenting that serious injury, illness, lack of actual notice of the verified test result, inability to contact the MRO, or other circumstances unavoidably prevented the employee from making timely contact. If the MRO concludes there is legitimate explanation for the employee's failure to contact within 72 hours, the MRO will direct the analysis of the split specimen.

If the results of the split specimen are negative, the Employer may pay for all costs associated with the test and there will be no adverse action taken against the employee or job applicant.

## NOTIFICATION OF TEST RESULTS

Employees. The Employer will notify a driver of the results of random, reasonable suspicion, and post-accident tests for controlled substance if the test results are verified positive, and will inform the driver which controlled substance or substances were verified as positive. Results of alcohol tests will be immediately available from the collection agent.

Right to Confirmatory Retest. Within seventy-two (72) hours after receiving notice of a positive controlled substance test result, an applicant or driver may request through the MRO a re-analysis (confirmatory retest) of the driver's split specimen. Action required by federal regulation as a result of a positive controlled substance test (e.g., removal from safety-sensitive functions) will not be stayed during retesting of the split specimen. If the result of the confirmatory retest fails to reconfirm the presence of the controlled substance(s) or controlled substance metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO will cancel the test.

### Dilute Specimens

- *Dilute Negatives*  
*Creatinine concentration of specimen is equal to or greater than 2 mg/dL, but less than or equal to 5 mg/dL*  
If the Employer receives information that a driver has provided a dilute negative specimen, the Employer will direct a recollection, pursuant to the MRO's direction, under direct observation.
- *Creatinine concentration of specimen is greater than 5 mg/dL*  
If the MRO advises the Employer that the employee's dilute negative specimen contains a creatinine concentration greater than five mg/dL the Employer will direct the driver to take a second screening test, not under direct observation. The second screening test will be performed as soon as possible after the Employer receives word of the dilute negative specimen.

## CONSEQUENCES FOR DRIVERS ENGAGING IN PROHIBITED CONDUCT

Job Applicants. Any applicable conditional offer of employment will be withdrawn from a job applicant or employee seeking a transfer who refuses to be tested or tests positive for controlled substance pursuant to this policy.

Employees. Drivers who are known to have engaged in prohibited behavior with regard to alcohol misuse or use of controlled substance, as defined earlier in this policy, are subject to the following consequences:

- Removal from Safety-Sensitive Functions

No driver may perform safety-sensitive functions, including driving a commercial motor vehicle, if the driver has engaged in conduct prohibited by federal law.

No driver who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 may perform or continue to perform safety-sensitive functions for the Employer, including driving a commercial motor vehicle, until the start of the driver's next regularly scheduled duty, but not less than twenty-four (24) hours following administration of the test.

If a driver tests positive under this policy, or is found to have an alcohol concentration of .02 or greater but less than .04, the driver will be removed from safety sensitive duties and escorted home; the driver should not drive home, but be escorted to his or her home. The driver will then be placed on vacation, or use Compensatory time for hours missed from work.

- Notification of Resources Available

The Employer will advise each driver who has engaged in conduct prohibited by federal law or who has a positive alcohol or controlled substance test of the resources available to the driver including but not limited to the Employer's EAP, in evaluating and resolving problems associated with the misuse of alcohol and use of a controlled substance, including the names, addresses, and telephone numbers of Substance Abuse Professionals and counseling and treatment programs. The Employer will provide this SAP listing in writing at no cost to the driver.

- Discipline

The Employer reserves the right to impose whatever discipline the Employer deems appropriate in its sole discretion, up to and including termination for a first occurrence, against drivers who violate applicable FMCSA or DOT rules or this policy, subject to applicable personnel policies and collective bargaining agreements. Except as otherwise required by law, the Employer is not obligated to reinstate or requalify such drivers following a first positive confirmed controlled substance or alcohol test result.

- Evaluation, and Return to Duty Testing

Should the Employer wish to consider reinstatement of a driver who engaged in conduct prohibited by federal law and/or who had a positive alcohol or controlled substance test, the driver must undergo a SAP evaluation, participate in any prescribed education/treatment, and successfully complete return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and/or or a controlled substance test with a verified negative result, before the driver returns to duty requiring the performance of a safety-sensitive function. The SAP will

determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and controlled substance use and will ensure the driver properly follows any rehabilitation program and submits to unannounced follow-up alcohol and controlled substance testing.

- Follow-Up Testing

If the driver passes the return-to-duty test, he/she will be subject to unannounced follow-up alcohol and/or controlled substance testing. The number and frequency for such follow-up testing will be as directed by the SAP and will consist of at least six tests in the first twelve months. These tests will be conducted under direct observation.

- Refusal to test

All drivers and applicants have the right to refuse to take a required alcohol and/or controlled substance test. If an employee refuses to undergo testing, the employee will be considered to have tested positive and may be subject to disciplinary action, up to and including termination. Refer to Refusing to Test provided earlier in this policy.

- Responsibility for Cost of Evaluation and Rehabilitation

Drivers will be responsible for paying the cost of evaluation and rehabilitation (including services provided by a Substance Abuse Professional) recommended or required by the Employer or FMCSA or DOT rules, except to the extent that such expense is covered by an applicable employee benefit plan or imposed on the Employer pursuant to a collective bargaining agreement.

- Reporting to the FMCSA's CDL Drug and Alcohol Clearinghouse

In accordance with the Federal Motor Carrier Safety Administration's (FMCSA) Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse reporting requirements beginning January 6, 2020, the City will report the following information to the Clearinghouse within three business days:

- A DOT alcohol confirmation test result with an alcohol concentration of 0.04 or greater;
- A negative DOT return-to-duty test result;
- The driver's refusal to submit to a DOT test for drug or alcohol use;
- An "Actual knowledge" violation; and
- A report that the driver successfully completed all DOT follow-up tests as ordered by an SAP.

## **LOSS OF CDL LICENSE FOR TRAFFIC VIOLATIONS IN COMMERCIAL AND PERSONAL VEHICLES**

Effective August 1, 2005, the FMCSA established strict rules impacting when CDL license holders can lose their CDL for certain traffic offenses in a commercial or personal vehicle. Employees are required to notify their supervisor immediately if the status of their CDL license changes in any way.

## **MAINTENANCE AND DISCLOSURE OF RECORDS**

Except as required or authorized by law, the Employer will not release driver's information that is contained in records required to be maintained by this policy or FMCSA and DOT regulations. In addition, a driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or a controlled substance, including any records pertaining to his or her alcohol or controlled substance tests.

## **POLICY CONTACT FOR ADDITIONAL INFORMATION**

If you have any questions about this policy or the Employer's controlled substance and alcohol testing procedures, you may contact your immediate supervisor, or the City Administrator's Office to obtain additional information.

## DEFINITIONS

**“Accident,”** means an occurrence involving a commercial motor vehicle operating on a public road which results in a fatality; bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or one or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle. The term “accident” does not include an occurrence involving only boarding and alighting from a stationary motor vehicle; an occurrence involving only the loading or unloading of cargo; or an occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle unless the vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with 49 C.F.R. § 177.823; 49 C.F.R. § 382.303(a); 49 C.F.R. § 382.303(f).

**“Alcohol Concentration (or Content),”** means the alcohol on a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test. 49 C.F.R. § 382.107.

**“Alcohol Use,”** means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol. 49 C.F.R. § 382.107.

**“Applicant,”** means a person applying to drive a commercial motor vehicle. 49 C.F.R. § 382.107.

**“Breath Alcohol Technician” or “BAT,”** means an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT). 49 C.F.R. § 40.3.

**“Employer,”** means [Organization Name].

**“Employer Premises,”** means all job sites, facilities, offices, buildings, structures, equipment, vehicles and parking areas, whether owned, leased, used or under the control of the Employer.

**“Collection Site,”** means a place designated by the Employer where drivers present themselves for the purpose of providing a specimen of their urine or breath to be analyzed for the presence of alcohol or controlled substances. 49 C.F.R. § 40.3.

**“Commercial Motor Vehicle,”** means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle (1) has a gross combination weight rating or gross combination weight of 26,001 or more pounds, whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds, whichever is greater; or (2) has a gross vehicle weight rating or gross

vehicle weight of 26,001 or more pounds, whichever is greater; or (3) is designed to transport sixteen (16) or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulation. (49 C.F.R. part 172, subpart F) § 382.107. Fire trucks and other emergency fire equipment **are not** considered to be commercial vehicles under this policy.

**“Confirmation (or Confirmatory) Test,”** for alcohol testing means a second test, following a positive non-evidential test, following a positive non-evidential (e.g., saliva) screening test or a breath alcohol screening test with the result of 0.02 or greater, that provides quantitative data of alcohol concentration. For controlled substance testing, “Confirmation (or Confirmatory) Test” means a second analytical procedure to identify the presence of a specific controlled substance or metabolite which is independent of the screen test and which uses a different technique and chemical principal from that of the screen test in order to ensure reliability and accuracy. 49 C.F.R. § 382.107.

**“Controlled Substance,”** means those substances identified in 49 C.F.R. Part 40 § 85: marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites, and phencyclidine (PCP). DOT samples are not tested for any other drugs.

**“Department of Transportation” or “DOT,”** means the United States Department of Transportation.

**“DHHS,”** means the Department of Health & Human Services or any designee of the Secretary, Department of Health & Human Services. 49 C.F.R. § 40.3.

**“Disabling Damage,”** means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven. Disabling damage does not include damage which can be remedied temporarily at the scene of the accident without special tools or parts, tire disablement without other damage even if no spare tire is available, headlight or tail light damage or damage to turn signals, horn or windshield wipers which make them inoperative. 49 C.F.R. § 382.107.

**“Driver,”** means any person who operates a commercial motor vehicle. This includes, but is not limited to full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors who are either directly employed by or under lease to the Employer or who operate a commercial motor vehicle at the direction of or with the consent of the Employer. For purposes of pre-employment testing, the term driver includes a person applying to drive a commercial motor vehicle. 49 C.F.R. § 382.107.

**“Drug,”** has the same meaning as “controlled substance.”

**“Employee seeking a transfer,”** refers to an employee who is not subject to DOT regulations seeking a transfer to a position that will subject them to DOT regulations in the sought after position.

**“Evidential Breath Testing Device” or “EBT,”** means a device approved by the National Highway Traffic Safety Administration (“NHTSA”) for the evidential testing of breath and placed on NHTSA’s “Conforming Products List of Evidential Breath Measurement Devices.” 49 C.F.R. § 40.3.

**“Federal Motor Carrier Safety Administration” or “FMCSA,”** means the Federal Motor Carrier Safety Administration of the United States Department of Transportation.

**“Medical Review Officer” or “MRO,”** means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by a controlled substance testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history and any other relevant biomedical information. 49 C.F.R. § 40.3

**“Performing (a Safety-Sensitive Function),”** means any period in which a driver is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions. 49 C.F.R. § 382.107.

**“Positive Test Result,”** means a finding of the presence of alcohol or controlled substance, or their metabolites, in the sample tested in levels at or above the threshold detection levels established by applicable law.

**“Reasonable Suspicion,”** means a belief a driver has engaged in conduct prohibited by the FMCSA controlled substance and alcohol testing regulations, except when related solely to the possession of alcohol, based on specific contemporaneous, articulable observations made by a supervisor or Employer official who has received appropriate training concerning the appearance, behavior, speech or body odors of the driver. The determination of reasonable suspicion will be made in writing on a Reasonable Suspicion Observation Form during, just preceding, or just after the period of the work day that the driver is required to be in compliance with this policy. In the case of a controlled substance, the observations may include indications of the chronic and withdrawal effects of a controlled substance.

**“Safety-Sensitive Function,”** means all time from the time a driver begins to work or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for performing work. Safety-sensitive functions include:

- All time at an Employer plant, terminal, facility, or other property, or on any public property,
- waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by 49 C.F.R. § 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- All time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 C.F.R. § 393.76);
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. 49 C.F.R. § 382.107.

**“Screening Test (also known as Initial Test),”** in alcohol testing, means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system. Screening tests may be conducted by utilizing a non-evidential screening device included by the National Highway Traffic Administration on its conforming products list (e.g., a saliva screening device) or an evidential breath testing device (“EBT”) operated by a trained breath alcohol technician (“BAT”). In controlled substance testing, “Screening Test” means an immunoassay screen to eliminate “negative” urine specimens from further consideration. 49 C.F.R. § 382.107.

**“Substance Abuse Professional” or “SAP,”** means a licensed physician (medical doctor or doctor of osteopathy), licensed or certified psychologist, licensed or certified social worker, licensed or certified employee assistance professional, or licensed or certified addiction counselor (certified by the National Association of Alcoholism and Controlled Substance Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders. 49 C.F.R. § 382.107.



CliftonLarsonAllen LLP  
2689 Commerce Drive Northwest, Suite 201  
Rochester, MN 55901-2263  
507-280-2300 | fax 507-280-2339  
CLAconnect.com

January 15, 2020

City Council and Management  
City of Windom  
PO Box 38  
444 9<sup>th</sup> Street  
Windom, MN 56101

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for City of Windom ("you," "your," or "the City") for the year ended December 31, 2019.

Craig Popenhagen is responsible for the performance of the audit engagement.

#### **Audit Services**

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Windom, Minnesota, as of and for the year ended December 31, 2019, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the City's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis.
2. GASB-required supplementary pension and OPEB, if any.

We will also evaluate and report on the presentation of the following combining and individual fund statements (collectively, the supplementary information) accompanying the financial statements in relation to the financial statements as a whole.

#### **Nonaudit Services**

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.
- Preparation of adjusting journal entries.

#### **Audit Objectives**

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

As part of our audit, we will also perform the procedures and provide the report required by the *Minnesota Legal Compliance Audit Guide for Cities*.

#### **Auditor Responsibilities, Procedures, and Limitations**

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

#### **Management Responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design, implementation, and maintenance of effective internal control, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the City complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the City's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the City's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Responsibilities and Limitations Related to Nonaudit Services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for those financial statements. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

#### **Use of Financial Statements**

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

#### **Engagement Administration and Other Matters**

We expect to begin audit fieldwork on February 24, 2020 and issue financial statements no later than May 2020.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Oversight Agencies for Audit or a Pass-through Entity, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Oversight Agencies for Audit or a Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless

required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

*Government Auditing Standards* require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

#### **Mediation**

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

### **Time Limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

### **Fees**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Based on our preliminary estimates, the total fees and expenses for the engagement will be as listed below. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules.

If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee and expense estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

• Audit of financial statements	\$16,250
• Preparation of financial statements	5,000
• Uniform Grant Guidance compliance audit, if needed	2,600
• Expenses not-to-exceed, including technology and client support fee	1,750

### **Other Fees**

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

### **Finance Charges and Collection Expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

**Consent**

***Consent to Use Financial Information***

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of City of Windom's information in these cost comparison, performance indicator, and/or benchmarking reports.

***Subcontractors***

CLA may, at times, and with the City's written consent, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

**Agreement**

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Craig W. Popenhagen, CPA  
Principal  
Ph. 507-280-2327  
[craig.popenhagen@CLAconnect.com](mailto:craig.popenhagen@CLAconnect.com)

Enclosure  
094-082822

This letter correctly sets forth the understanding of City of Windom:

Authorized governance signature: \_\_\_\_\_

Title: City Council

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

Authorized management signature: \_\_\_\_\_

Title: Management

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



CliftonLarsonAllen LLP  
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Rochester, MN 55901-2263  
507-280-2300 | fax 507-280-2339  
CLAconnect.com

January 15, 2020

City of Windom  
PO Box 38  
444 9<sup>th</sup> Street  
Windom, MN 56101

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the preparation services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for City of Windom ("you," "your," or the "City") as of and for the year ended December 31, 2019.

Craig Popenhagen is responsible for the performance of the preparation engagement.

#### **Preparation services**

We will prepare the City of Windom's Annual Financial Reporting Form (RF) as of and for the year ended December 31, 2019, to be included in the form prescribed by Minnesota Office of the State Auditors.

#### **Other accounting services**

We will also provide the following other accounting services:

- Preparation of a trial balance.
- Preparation of adjusting journal entries.

#### **Engagement objectives**

The objectives of our engagement are to:

- a. Prepare the City's RF form in accordance with the requirements prescribed by the State of Minnesota Office of the State Auditor based on information provided by you.
- b. Apply accounting and financial reporting expertise to assist you in the presentation of the City's RF form without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the City's RF form in order for them to be in accordance with the requirements prescribed by the State of Minnesota Office of the State Auditor.

#### **Our responsibilities**

We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

#### **Engagement limitations**

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the City's RF form.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the City or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the City's financial statements that we may not identify as a result of misrepresentations made to us by you.

**No assurance statement**

The City's RF form will not be accompanied by a report. However, management agrees that each page of the RF form will include a statement clearly indicating that no assurance is provided on them.

**Management responsibilities**

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare City's RF form in accordance with the requirements prescribed by State of Minnesota Office of the State Auditor and assist management in the presentation of the financial statements in accordance with the requirements prescribed by State of Minnesota Office of the State Auditor. Management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARSs:

- a. The selection of the financial reporting framework to be applied in the preparation of the City's RF form.
- b. The preparation and fair presentation of the City's RF form in accordance with the requirements prescribed by the State of Minnesota Office of the State Auditor.
- c. The inclusion of all informative disclosures required to be included in the form prescribed by the State of Minnesota Office of the State Auditor.
- d. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the City's RF form that are free from material misstatement, whether due to fraud or error.
- e. The prevention and detection of fraud.
- f. To ensure that the City complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare the City's RF form.
- h. To provide us with the following:
  - i. Access to all information relevant to the preparation and fair presentation of the City's RF form, such as records, documentation, and other matters.
  - ii. Additional information that may be requested for the purpose of the engagement.

- iii. Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

#### **Engagement administration and other matters**

A list of information we expect to need for our engagement and the dates required will be provided in a separate communication.

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to the State of Minnesota Office of the State Auditor for their regulatory oversight purposes. We will notify you of any such request. Access to the requested workpapers will be provided to the regulators under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulators. The regulators may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the City to any persons without the authorization of City management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

#### **Limitation of remedies**

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this agreement, but any recovery on any such claims shall not exceed the fees actually paid under this agreement by you to CLA.

### **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver the RF form prepared under this agreement to you, regardless of whether any CLA party provides other services for you relating to the preparation engagement, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

### **Fees**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Based on our preliminary estimates, the total fees and expenses for the engagement should approximate \$525.

### **Other fees**

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

### **Finance charges and collection expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

### **Consent**

#### ***Consent to use financial information***

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of the City's information in these cost comparison, performance indicator, and/or benchmarking reports.

#### ***Subcontractors***

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

**Agreement**

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return a copy to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our engagement to prepare your RF form, and the parties' respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**



Craig W. Popenhagen, CPA  
Principal  
Ph. 507-280-2327  
craig.popenhagen@claconnect.com

**Response:**

This letter correctly sets forth the understanding of City of Windom.

Authorized signature: \_\_\_\_\_

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

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



CliftonLarsonAllen LLP  
2689 Commerce Drive Northwest, Suite 201  
Rochester, MN 55901-2263  
507-280-2300 | fax 507-280-2339  
CLAconnect.com

January 15, 2020

City Council and Management  
City of Windom  
P.O. Box 38  
444 9<sup>th</sup> Street  
Windom, MN 56101

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the compilation services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for the City of Windom, Minnesota, Economic Development Authority ("you," "your," or "the EDA") for the year ended December 31, 2019.

Craig Popenhagen is responsible for the performance of the compilation engagement.

#### **Compilation and Preparation Services**

We will prepare the statement of financial position—contractual basis—of City of Windom, Minnesota, Economic Development Authority as of December 31, 2019, and perform a compilation engagement with respect to that financial statement. The statement of financial position—contractual basis will include only certain disclosures in accordance with the contractual basis of accounting. The statement of revenues, expenses and changes in fund balances will not be presented.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the EDA's basic financial statement. Such information, although not a part of the basic financial statement, is required by the GASB who considers it to be an essential part of financial reporting and for placing the basic financial statement in an appropriate operational, economic, or historical context. The supplementary information other than RSI accompanying the compiled financial statement is presented for purposes of additional analysis and is not a required part of the basic financial statement. Management has requested the required supplementary information not be presented.

#### **Other Accounting Services**

We will also provide the following other accounting services:

- Preparation of a trial balance.
- Preparation of your financial statement and certain related notes.
- Preparation of adjusting journal entries.

### **Engagement objectives**

The objectives of our engagement are to:

- a. Prepare the statement of financial position in accordance with the contractual basis of accounting based on information provided by you.
- b. Apply accounting and financial reporting expertise to assist you in the presentation of the statement of financial position without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the contractual basis of accounting.

### **Our responsibilities**

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

### **Engagement procedures and limitations**

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's financial statements that we may not identify as a result of misrepresentations made to us by you.

### **Our report**

As part of our engagement, we will issue a report that will state that we did not audit or review the statement of financial position and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on it.

The report on the statement of financial position will indicate that management has elected to omit the statement of revenues, expenditures, and changes in fund balance and substantially all the disclosures ordinarily included in financial statements prepared in accordance with the contractual basis of accounting; that if the omitted disclosures and the statement of revenues, expenditures and changes in fund balance were included in the financial statements, they might influence the user's conclusions about the EDA's assets, liabilities, equity, revenues, and expenditures—contractual basis; and that the financial statements are not designed for those who are not informed about such matters.

The report will indicate that management has omitted the required supplementary information.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

### **Management responsibilities**

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with the contractual basis of accounting and assist management in the presentation of the financial statements in accordance with the contractual basis of accounting. Management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements.
- b. The preparation and fair presentation of the financial statements in accordance with the contractual basis of accounting.
- c. The inclusion of all informative disclosures that are appropriate for the contractual basis of accounting. Those disclosures will include—
  - i. Nature of operations,
  - ii. A description of the contractual basis of accounting, including a summary of significant accounting policies, and how the contractual basis of accounting differs from accounting principles generally accepted in the United States of America (U.S. GAAP), the effects of which need not be quantified,
  - iii. Appraised value of land and buildings
  - iv. Long-term debt, and
  - v. Additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.
- d. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the statement of financial position that are free from material misstatement, whether due to fraud or error.
- e. The prevention and detection of fraud.
- f. To ensure that the EDA complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- h. To provide us with the following:
  - i. Access to all information relevant to the preparation and fair presentation of the statement of financial position, such as records, documentation, and other matters.
  - ii. Additional information that may be requested for the purpose of the engagement.
  - iii. Unrestricted access to persons within the EDA with whom we determine it necessary to communicate.

### **Responsibilities and limitations related to accounting services**

For all accounting services we may provide to you, including the preparation of your statement of financial position, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

The responsibilities and limitations related to the accounting services performed as part of this engagement are as follows:

- We will prepare a trial balance for use during the compilation. Our preparation of the trial balance is limited to formatting information into a working trial balance based on management's chart of accounts or general ledger. You will be required to review, approve, and accept responsibility for the trial balance.
- We will prepare a draft of your statement of financial position and related notes. Since the preparation and fair presentation of the statement of financial position is your responsibility, you will be required to review, approve, and accept responsibility for the statement of financial position prior to its issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on the statement of financial position.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the statement of financial position.

### **Use of Financial Statements**

The statement of financial position and our compilation report thereon are for management's use. If you intend to reproduce and publish the statement of financial position and our report thereon, they must be reproduced in their entirety. Inclusion of the statement of financial position in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements that have been subjected to a compilation engagement, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

### **Engagement Administration and Other Matters**

A list of information we expect to need for our compilation and the dates required will be provided in a separate communication.

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in

January 8, 2020

the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a Regulator of other Oversight Agency or its designee for their regulatory oversight purposes. We will notify you of any such request. Access to the requested workpapers will be provided to the regulators under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulators. The regulators may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the EDA to any persons without the authorization of EDA management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

#### **Limitation of Remedies**

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based on our communications with you or our reports. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

You further agree that you will not hold CLA and any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this agreement, but any recovery on any such claims shall not exceed the fees actually paid under this agreement by you to CLA.

#### **Time Limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final compilation report under this agreement to you, regardless of whether any CLA party provides other services for you relating to the compilation report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

#### **Fees**

Our fees for these services will be \$1,000. Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

#### **Other Fees**

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

#### **Finance Charges and Collection Expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

#### **Consent**

##### **Consent to Use Financial Information**

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this

January 8, 2020

engagement letter will serve as your consent to use of City of Windom, Minnesota, Economic Development Authority's information in these cost comparison, performance indicator, and/or benchmarking reports.

**Subcontractors**

CLA may, at times, and with the City's written consent, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

**Agreement**

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our engagement to prepare your financial statements and to perform a compilation engagement with respect to those same financial statements, and the parties' respective responsibilities.

**CliftonLarsonAllen LLP**



Craig W. Popenhagen, CPA  
Principal  
Ph. 507-280-2327  
craig.popenhagen@CLAconnect.com  
094-082822

This letter correctly sets forth the understanding of  
City of Windom, Minnesota, Economic Development Authority:

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

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

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

# ACTION ITEM



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

**TO:** City Council  
**FROM:** Mayor Dominic Jones  
**DATE:** January 15, 2020  
**RE:** Mayor Appointments & Reappointments  
**DEPT:** Mayor/Council  
**CONTACT:** Mayor Dominic Jones

---

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

Recommendation from the Mayor to the City Council for approval of the following 2020 Appointments and Reappointments.

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### **EDA**

Linda Sandberg	12/31/25
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### **Planning Commission**

Drake Borsgard	12/31/20
Lorri Cole	12/31/23
Vay Rodman	12/31/23

## **Fiscal Impact**

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None.

## **Attachments**

---

None.

# MEMORANDUM



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

**TO:** City Council  
**FROM:** City Administrator   
**DATE:** January 16, 2020  
**RE:** Strategic Planning Process Outline

At the last City Council meeting staff was asked to do some research on strategic planning and processes. Attached are two guides, one from the USDA and the other a private consultant (furnished by Council member Byam).

Along with the outlines, there are considerations for in-house or external facilitators. A number of consultant firms are available to offer this type of service if desired by the City Council.

# **A Guide to Strategic Planning for Rural Communities**

**USDA Rural Development  
Office of Community Development**

The U.S. Department of Agriculture (USDA) prohibits discrimination in its programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, and marital or familial status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint, write: Secretary of Agriculture, U.S. Department of Agriculture, Washington, D.C. 20250, or call 1-800-245-6340 (voice) or (202) 720-1127 (TDD). USDA is an equal employment opportunity employer.

USDA Rural Development's Office of Community Development administers the Empowerment Zones and Enterprise Communities (EZ/EC) program, a Presidential initiative designed to provide economically depressed rural areas and communities with real opportunities for growth and revitalization. Its mission: to create self-sustaining, long-term economic development in areas of pervasive poverty, unemployment, and general distress, and to demonstrate how distressed communities can achieve self-sufficiency through innovative and comprehensive strategic plans developed and implemented by alliances among private, public, and nonprofit entities.

Additional copies of this guidebook can be obtained by contacting:

USDA Rural Development  
Office of Community Development  
Reporter's Building, Room 701  
300 7<sup>th</sup> Street, SW  
Washington, DC 20024  
1-800-645-4712  
<http://www.rurdev.usda.gov/ocd>

Revised March 1998

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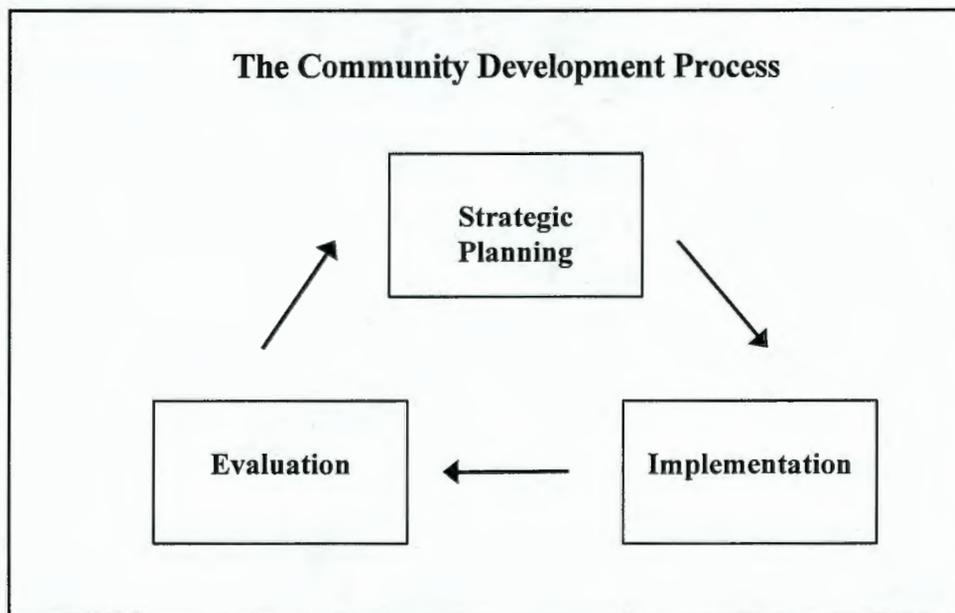
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## Preface

Healthy communities require constant attention and nurturing. Communities become what they are based on choices people make over a long period of time. They are shaped by the decisions we make or fail to make. Some are made with knowledge about their impacts, but others are not. Some lead to unanticipated outcomes. But, the lack of a decision also has consequences.

The strategic plan is a useful tool for any community that wishes to change and grow. A plan will help you see where you want to go and help you make decisions on how to get there. This guidebook will help you choose a path for your community. It takes you through the first step in a process for change: strategic planning. You will create a vision of what you want your community to be like in the future; identify things that are preventing change and opportunities to move forward; and you will decide what actions are needed to make your vision a reality.

The community development process consists of three phases: strategic planning, implementation, and evaluation. Strategic planning looks at the big picture and helps you decide what is important. During implementation, you do the things which will get you where you want to be. After completing your activities, you evaluate them to see how well they worked. Improvements in the strategic plan will be based on lessons learned.



## Why Do a Strategic Plan?

A strategic plan lays out the blueprint for change within a community. It takes a community from a pie-in-the-sky vision to specific actions. Below are some very good reasons for doing strategic planning:

- To create a vision of what the community wants to become in the future.
- To see the big picture of how the community's economy, environment and people will be changed.
- To make sure that everyone in the community shares in its well-being.
- To select and agree on some common goals.
- To involve as many people and local organizations (e.g. universities, medical centers) as possible in the process.
- To find out how much time, money, and other resources are needed to create change.
- To get the support of Federal, State, private and non-profit partners.

## Getting Started

Once your community has decided to prepare a strategic plan, here are some steps to help you get started.

### 1. Identify a Lead Organization

Find an organization within your community that will provide leadership and support in the early stages of putting together a strategic plan. This organization may provide meeting space, telephones, computers, copiers, fax machines, secretarial support, and other things that the community needs to get started. You may have to create a new organization if you cannot find or agree on an existing one.

### 2. Form a Steering Committee

The steering committee will oversee the strategic planning process. Recruit up to a dozen people from the community to serve on this committee. They should have the trust and respect of others and should represent different interests within the community. Form a diverse group, rather than the same few people who are always in leadership positions.

### 3. Involve All Kinds of People

Get many people involved in the planning process. The strategic plan will have greater support if many people are involved. You need to hear from people who have different points of view, even if you do not agree with them. This will help you make decisions with more complete information and avoid some unexpected problems. Encourage minorities or people who have lower incomes to take part in the process.

Think about which local organizations can carry out actions in the strategic plan. These may include governmental agencies, community groups (e.g. schools, food banks), and businesses. The strongest plans are usually those that include a wide range of community organizations in designing and implementing the strategic plan.

Search for organizations and people who have helpful skills such as:

- Being creative
- Ability to work well with different kinds of people
- Good organizational skills
- Using local resources efficiently
- Lots of energy and enthusiasm

**Broad Participation:**  
**Do your planning meetings**  
**reflect what your community**  
**looks like?**

#### **4. Obtain Resources**

Developing a strategic plan requires resources: people, places, and things (computers, copiers, etc.) to do the work. Create a list of these startup needs and find people or organizations willing to help. Your lead organization will provide you with initial help, but don't depend on just one agency. Think of individuals or agencies that are not directly involved in your steering committee, such as state economic development agencies, state offices of USDA Rural Development, and private foundations. Include youth groups.

#### **5. Establish the Process**

How will you make thoughtful choices about your future? After you have found people and resources, the steering committee should decide how the community will develop a strategic plan. Who will organize meetings? Who needs to attend? When and how will the public be involved? How many meetings are needed? How long will they run? What results do you want from each meeting?

Find someone in your community who can act as a facilitator or train several people. A facilitator makes sure your meetings run on time, that everyone has the chance to express an opinion, that decisions get made, that disruptions are small, and that everyone reaches agreement on important issues. Local businesses, community colleges, churches or government agencies may have skilled facilitators.

#### **6. Develop a Planning Timetable**

Create a brief (one or two page) planning timetable that describes when and where events will take place and who is responsible for organizing them.

## Phase I: Strategic Planning

There are many ways to develop a strategic plan. These six steps will guide those who are not familiar with the process.

### 1. Develop a Vision Statement

Start thinking about your vision by creating a list of shared values in the community. Ask yourselves, "What is important to our community? What values will guide our activities?" For example: "We value creativity and innovative ideas," "We value self-sufficiency and helping ourselves," and "We value everyone's opinions and contributions."

#### Values, Vision and Process:

- **What values will guide our activities?**
- **What kind of community do we want to become?**

**The USDA Office of Community Development's vision is: "We envision vibrant rural communities that are sustained through creativity, diversity, and collaboration."**

**Another example is: "Our youth are well-educated and capable of finding or creating good jobs locally."**

Begin crafting a vision statement. Describe how you want your community to be in the future. Use a 10- to 50-year timeframe. Think about how your economy, environment and people will interact. What will be different from today? Describe the end result you want. At this point, you do not have to describe how you will get there. That will be decided later.

Involve as many people as possible in this process. You may choose to have a larger group brainstorm about ideas and then ask a few people to try to combine those ideas into a short and clear vision statement.

### 2. Assess the Community

Once you have agreed on a common vision of the future, look at what you currently have. Prepare a profile of your community that describes its economy, environment and people. Some of this information may already be available from government agencies, colleges and universities, planning departments, utilities or local businesses.

#### Community Assessment:

- **Trends and conditions**
- **Problems and barriers**
- **Opportunities and assets**
- **Identify root causes of problems**

Describe trends affecting your community, the problems it faces, and the opportunities ahead. What are the barriers to change and the assets you can rely on? Has there been a lot of growth? Are a lot of people leaving the community? What businesses are doing well and what businesses are doing poorly? Look at the resources in your community. What kind of businesses are there? What do they sell? To whom do they sell? Where do people and local businesses buy the things they need? What churches, health centers, schools, parks and other public facilities serve your

community? What are community landmarks or attractions? What are the things your community is most proud of?

This community profile will help you see where needs are not being met and identify people and resources needed to carry out your plan. The chart includes some major areas in which to identify your community's strengths, weaknesses, opportunities and problems.

Issue Category	Examples
Arts/Recreation/Culture	Facilities, programs, after-school activities, festivals
Basic Needs	Food, housing, clothing, household goods, equal opportunity.
Business Opportunities	Large and small businesses, self-employment, and second jobs.
Education	Preschool, primary, secondary, trade schools, colleges
Environmental Quality	Quality of air, water, land. Noises, odors, pollution.
Health	Physical, mental, dental, emergency care, drug abuse.
Housing	Affordable, safe, with basic services
Jobs	Unemployment, wage levels, training and job placement
Family and Youth	Parenting and communication skills, abuse or violence.
Physical Assets	Natural environment, parks, land use, roads, airports, water and sewer, telecommunications
Safety/Security	At home, school, work, in the community.

After preparing the community profile, examine the root causes of problems you identified. Ask why this problem exists and continue asking until you find the root cause. Imagine you are the manager of a store and have a problem with an employee.

Why is there a problem?	The employee shows up late to work every day.
Why is the employee late?	She takes her child to the day care across town.
Why does she take her child there?	There is no day care close to work.
Why can't she find any?	There is the only one facility in the community.

By asking "why?" several times, you will realize that the root cause of the problem is not that you have a lazy employee, but that there are not enough child care services in the community. Asking why can save you a lot of time and money in getting at the real cause of problems.

### 3. Analyze Resources

After completing the community assessment, look at available or needed resources such as people, organizations, money, facilities, equipment, and other things that can be used to carry out your plan. What Federal, State, local, foundation and private resources could you apply for? Can a religious group raise some of the needed money through a yard sale? Will a large employer match any funds you can raise? Think about creative ways to find additional resources, especially those that do not involve money. Can local or regional businesses donate excess equipment? Committed and motivated people are just as important as money.

#### Resource Analysis:

- What resources does the community already have?
- What new resources does the community need?

### 4. Rank Problems and Opportunities

During the community assessment, you identified opportunities and problems and their root causes. Now rank the issues in order of importance. Rate each problem on one or two factors: the **severity** (seriousness of the problem) and **magnitude** (number of people affected). Assign a value to each problem, ranging from 1 (low) to 5 (high). Multiply the severity number by the magnitude number to get a score for each problem. Opportunities can be ranked by the likelihood of success, how much benefit you will get or other factors. Limit the amount of time for discussing each problem in public meetings to focus on the most important concerns. Differences of opinion and lack of resources may mean some highly ranked problems or opportunities are left out of the strategic plan in the short run. But these issues can be included in later updates of the plan.

#### Ranking Problems and Opportunities:

- How will you prioritize problems and opportunities?

### 5. Determine Long-term Goals

What does the community want to change or achieve in the next 10 years? A strategic plan should include goals for each highly-ranked problems and opportunities. It is not necessary to begin working on every goal in the first year. In some cases, more information may be needed about a problem before you can begin to solve it. When you develop goals, you are setting the direction for your community. Any specific action you take later should relate directly to one of your goals. Describe your goal in enough detail so that everyone will know when you get there. For example: By the year 2010, the high school graduation rate in the community will be 80 percent. In this step, you do not need to say how you will achieve the goal.

#### Goal Setting:

- What does your community want to achieve in the long term?

## 6. Select Strategies

Next, decide the best way to achieve your goals. You should brainstorm as a community about different strategies to achieve your goals. You will be more likely to identify creative strategies when a diverse group of individuals are involved in the process. This

will help you identify and avoid any negative or unintended consequences. For example, to reduce unemployment, you could use any or all of these strategies: increase the amount of loans available to existing businesses; set up a job training program; recruit new businesses into the community; start a small business center; or come up with another creative idea.

### **Strategy Development:**

- **What will your community do to achieve a particular goal?**

After you have developed a list of strategies, evaluate them to decide which ones will be most effective. Here are some questions to help you think about the impacts that a strategy could have.

If negative impacts are identified in any of these areas, you can brainstorm about ways to minimize or avoid them.

- Does the strategy attack the root causes of a problem?
- Is it a powerful method for change?
- Does it involve partnerships among all sectors?
- Will the strategy promote community empowerment in decisionmaking?
- Will the strategy distribute benefits widely in the community (Consider age, gender, race, income and disability)?
- How will the strategy affect the community's economic diversity and vitality?
- How will the strategy affect the community's self-reliance and vulnerability to outside influences (e.g., global trade, severe weather, economic downturns)?
- How will the strategy affect the community's resilience or ability to adapt to changing circumstances?
- How will the strategy impact existing public services, such as schools, police, roads, water, and sewer?
- What is the net impact on community finances (revenues vs. long-term costs)?
- How will the strategy affect the community's natural resources (air, water, energy, and land)?
- Will the strategy enhance the more efficient use of community resources (financial, man-made, natural)?
- How much waste or pollution will the strategy create?
- What will be the cumulative effect of this and other related actions (i.e. approving a subdivision may contribute to a gradual loss of farmland.)?
- How will this action further the community's long-term vision and goals?
- What impact will this action have off-site (neighboring communities or the larger region)?
- How much risk does this action involve? Consider whether it puts all of the community's eggs in one basket or if some aspects of the action could succeed while others do not.

## Phase 2: Implementing the Plan

No strategic plan is complete just because it gets written. The hard work of implementation comes next. Everything cannot be done at once, so a strategic plan should be divided into several programs of work. Divide a 10-year plan into five 2-year work programs. Each two-year work program describes who will do things, to or with whom, what will be done, at what cost, and how success will be measured.

Select goals and strategies from the strategic plan that you will begin during the first 2-year period. The work program must contain realistic estimates of expenses and income, describe tasks that need to be done, identify who will do the tasks, and set a timeframe for completion. Although this information may change under unexpected circumstances, your work program should be as detailed and realistic as possible. Next, decide how to measure your progress and select “benchmark targets” for the first 2 years. These targets help evaluate your progress and report on outputs.

Implementation may be the most difficult but most important phase in the community development process. It is in this phase that the planned-for resources can be lost, partnerships become either close or distant, projects are started and then managed, and results become visible. Experience shows that successful communities usually do these things:

- Start with a smaller project that has a high chance of success,
- Manage their resources wisely and get the most value for every dollar,
- Act responsibly so their supporters have confidence in the community’s ability to deliver the promised results,
- Keep citizens informed and constantly involved,
- Set benchmarks to measure how well they are doing,
- Evaluate progress regularly and publicly,
- Change their plans when conditions change or new opportunities arise, always keeping in sight the long-term vision,
- Use every opportunity to learn from experience, and
- Celebrate successes publicly.

This guidebook is not intended to address the implementation phase in detail. USDA’s Rural Development Office of Community Development provides communities with separate guidance on benchmarking, which is an important implementation tool in the Empowerment Zone/Enterprise Community Program.

Another helpful guide to successful project implementation is U.S. Department of Health and Human Services, Office of Community Services, *Self-Sufficiency Project Implementation Manual: Lessons Learned from Eight Years of Office of Community Service Demonstration Partnership Programs* (Washington: Department of Health and Human Services, Office of Community Services, October 1996).

## Phase III: Evaluation

A strategic plan is never really finished. It will change as your community's needs, resources and priorities change. Your first version will change over time as you learn from your experiences and improve it. Think of your plan as being in a looseleaf notebook, not as a hardcover book which never changes. Constant evaluation will help you see how well the community is doing, understand the benefits and impacts of certain activities, and make decisions based on better information.

### **Monitoring and Continuous Learning:**

- **How will members of the community be kept involved and informed?**
- **How will the community report on annual progress?**
- **How and when will you review and update the strategic plan?**
- **How will the community evaluate its process, outputs and outcomes?**

### **1. Continuing Public Involvement**

After the initial enthusiasm of developing a community vision and strategic plan, many communities find it difficult to maintain public interest and involvement. This dropoff is normal, but over the long term, a strategic plan cannot succeed if it relies on only a few people to implement it. The plan should describe how the community will involve the public. The community always needs a large pool of motivated people. For example, some communities establish working committees or hold regular town hall meetings. It is especially important to reach out to those segments of the community that have not been very active in past community functions.

### **2. Progress Reports**

How will successes be publicized? As the strategic plan is being implemented, it is important to have constant communication with the public and agencies that have provided resources to the community. It is easy to forget to tell everyone what you are doing when you are so busy doing the work. However, the individuals and agencies that support the community need to know that their time and money are well spent. The strategic plan should describe how and when you will provide progress reports to the public and other partners. This will help maintain good partnerships and ensure continued support from inside and outside the community.

### **3. Strategic Plan Review and Amendment**

How and when will the community review its strategic plan? This review can look at both "How is the community doing?" and "How well are the plan's goals being carried out?" It can consider unexpected circumstances and scan the environment for new problems or opportunities. The review team could include some of the people that developed the strategic plan as well as members of the public. The review may identify things that need to be changed in the strategic

plan. Perhaps you thought you could build a new airport, but you later learned that your proposed site was a toxic waste area. As your situation changes, so will your plan.

However, you should not immediately revise your strategic plan every time you identify something that needs to be changed. Planning experience has shown that an annual review cycle works well and no more than two per year should be allowed. Constant changes can weaken the plan and lead community members to lose interest in the process. The strategic plan should describe an official, public process to change the plan. This will allow those who helped develop the plan to learn about the proposed changes and participate in refining and approving them. Just as the whole community participated to create the plan, they should also help improve it.

#### **4. Continuing Evaluation**

Every once in a while, you should stop and look at what went right or wrong, learn why it happened and try to prevent similar problems in the future. The strategic plan should describe how and when the community will evaluate the process, outputs and outcomes of the strategic plan. If you already know who will do your evaluations, include them in the planning process. They can tell you what kind of data is needed to do a good evaluation.

##### **Process**

Did people complete their tasks on time and within budget? A process evaluation helps answer questions such as "What changes are needed in how we are carrying out our plan?" and "How can we do it better?" It may be possible to do a process evaluation at the end of the first year or it may be more effective to do it during the strategic plan's annual review and update.

##### **Outputs**

An output evaluation asks, "How much of what we planned to do did we actually accomplish?" Outputs are usually things that can be counted and that you can see completed in a short timeframe. They result from activities in the strategic plan and work programs. (e.g., jobs created, houses built, programs started).

##### **Outcomes**

In evaluating the end results of implementing a strategic plan, ask "How successful were we in tackling the long-term problems in our community?" or "How successful were we in achieving our long-term goals?" Outcomes are usually long term (e.g., fewer people living in poverty) and linked to problems and goals. They are hard to evaluate because many factors that influence a community's well-being are out of its control (e.g., weather, the world trade).

## **Strategic Plan Elements**

What is the product of the strategic planning process? Unless required by a specific program, the plan does not have to follow any specific format. Here are all the major elements of a strategic plan:

### **1. Vision Statement**

- What values will guide our activity?
- What kind of community do we want to become?

### **2. Community Assessment**

- Trends/conditions (economic, social, etc.)
- Problems and barriers, their root causes and their magnitude/severity
- Community strengths and opportunities
- Ranking or prioritizing of problems and opportunities
- Existing resources, assets, capabilities and new resources needed

### **3. Goals**

Group goals under key issues, such as housing, transportation, employment, and environment and under each major heading, describe:

- What are our long-term goals?
- What is our desired condition?
- What do we want to change (condition, problem, barrier, opportunity)?

### **4. Strategies**

- How can we best achieve each goal?
- How will partnerships help us achieve our goal?

### **5. Evaluation Process**

- How and when will the strategic plan be reviewed and updated?
- How will the community report on progress every year?
- How will the community evaluate its process, outputs and outcomes?
- How will members of the community be kept involved and informed?

# Where to Get Help

## FEDERAL AGENCIES

- USDA Rural Development, Office of Community Development: 1-800-645-4712
- USDA Rural Development State Office Community Development Program Managers
- USDA Forest Service

**Useful Web Sites for Community  
Empowerment**

<http://www.ezec.gov>

<http://www.rurdev.usda.gov/ocd>

## STATE AGENCIES

- State Data Centers for census information
- State departments of community development
- State Cooperative Extension Office

## OTHERS

- Universities, institutes, foundations, “think tanks,” and local consultants
- Resource Conservation and Development districts
- Community Action Agencies
- Area Planning and Development districts
- Southern Rural Development Center
- North Central Regional Center for Rural Development
- Western Region Rural Development Center
- Northeastern Rural Development Center

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# STRATEGIC PLANNING PROCESS CHECKLIST

- 1 Get Ready & Organized:** Identify specific issues and choices the process should address.
  - Determine organizational readiness
  - Create the planning committee
  - Identify the information which must be collected to help make sound decisions.
  
- 2 Articulate the Mission and Vision:** Owners/manage clarify why the organization exists and what the end game is.
  - Determine its primary business and organizational purpose
  - Identify the corporate values
  - Create an image of what success would look like
  
- 3 Review Strategic Position:** Gather up to date information to develop an understanding of the critical issues.

Information should include:

  - Internal strengths and weaknesses
  - External opportunities and threats through a competitive analysis
  - Market opportunities through customer surveys
  - Synthesize into a SWOT (situational analysis)
  
- 4 Agree on Priorities:** Identify the broad approaches for addressing critical issues
  - Solidify the organization's competitive advantage
  - Determine long-term goals/objectives
  - Select strategies for customer segments
  - Establish SMART short-term goals/objectives and the results to achieved
  - Draft this year's action items
  
- 5 Organize the Plan:** Put the pieces together into one coherent document with the following reports:
  - Complete Strategic Plan – for reference
  - One-Page Strategic Plan – for communicating
  
- 6 Roll-Out the Plan:** Communicate the plan across the organization:
  - Everyone in the organization has received a copy of the plan in some form (printed, emailed, posted on a wall in the break room)
  - Identify the strategic plan leader
  - Provide budgetary and resource support
  
- 7 Identify Next Actions:** Make the plan tangible to each member of the team by clearly identifying what he/she is responsible for:
  - Scorecard – for measuring
  - Action Sheets – for executing
  
- 8 Hold Everyone Accountable:** Monitor your plan by reporting performance metrics on a monthly or quarterly basis.
  - Identify the source of each metric associated with measurable goals
  - Set up systematic process for monthly or quarterly reporting
  - Communicate to each responsible person when and how to report on their goals
  - Hold monthly or quarterly strategy meetings
  - Regularly monitor, evaluate, and adapt

# STRATEGY REVIEW DRAFT AGENDA

**MANAGEMENT LEAD** KICKOFF AND ANNOUNCEMENTS

---

**CEO** ORGANIZATIONAL PERFORMANCE REVIEW BY GOAL

- Overall Organization Performance: KPI Movers – what positive progress have we made since last month? Why? KPI Anchors – where have we lost ground? Why?
  - Review of Department Goals & Progress: Selected by CEO, deep dive into department goals that align with the selected organization goals to discuss issues / concerns / modifications.  
*Report: Dash, Executive Summary with Progress*
- 

**STRATEGIC TOPIC LEADER**

STRATEGIC ISSUE (A TOPIC THAT HAS EMERGED THAT NEEDS DIALOGUE AND THEN A DISCUSSION BY THE GROUP)

- Use discussion model if necessary
  - Brief the strategic issue (qualifications: across Teams, long-term, potential to have significant impact on overall performance, something this group can solve)
  - Clarifying questions based on briefing
  - Determine recommendations or solutions and next steps
- 

**CEO** WRAP UP

- Summarize decisions and actions
- Clarify potential strategic topics for the next meeting

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# SWOT ANALYSIS TEMPLATE

Begin assessing your company's external situation by taking a quick pulse of your opportunities and threats. To do so, investigate the various areas listed here to get more specific about what's happening in your operating environment. This format ensures that you're looking at your strengths and weaknesses holistically. As you work through the worksheet, be sure to capture all your thoughts by writing them down.

INTERNAL		EXTERNAL	
<b>Strengths</b>	<b>Capabilities:</b>	<b>Opportunities</b>	<b>Operating Environment:</b>
	<input checked="" type="checkbox"/> Human Capital		<input checked="" type="checkbox"/> Political/legal
	<input checked="" type="checkbox"/> Organizational Capital		<input checked="" type="checkbox"/> Environment
	<input checked="" type="checkbox"/> Knowledge Capital		<input checked="" type="checkbox"/> Social
<b>Resources:</b>	<input checked="" type="checkbox"/> Technological		
<input checked="" type="checkbox"/> Financial Resources	<b>Industry:</b>		
<input checked="" type="checkbox"/> Physical Resources	<input checked="" type="checkbox"/> New competitors		
<input checked="" type="checkbox"/> Intangible Resources	<input checked="" type="checkbox"/> Substitute products		
<b>Processes:</b>	<input checked="" type="checkbox"/> Power of suppliers		
<input checked="" type="checkbox"/> Operational Processes	<input checked="" type="checkbox"/> Power of buyers		
<input checked="" type="checkbox"/> Customer management Processes	<input checked="" type="checkbox"/> Competitive rivalry		
<input checked="" type="checkbox"/> Relationship management Processes	<b>Market:</b>		
<input checked="" type="checkbox"/> Innovation Processes	<input checked="" type="checkbox"/> Growing, shrinking		
<b>Other:</b>	<input checked="" type="checkbox"/> Size of markets		
<input checked="" type="checkbox"/> Technology management	<input checked="" type="checkbox"/> New markets		
<input checked="" type="checkbox"/> Communication	<b>Competitors:</b>		
<input checked="" type="checkbox"/> Productivity	<input checked="" type="checkbox"/> Who they are		
<b>Current Customers:</b>	<input checked="" type="checkbox"/> Strengths, weaknesses		
<input checked="" type="checkbox"/> Customer mix	<input checked="" type="checkbox"/> Strategies		
<input checked="" type="checkbox"/> Satisfaction	<input checked="" type="checkbox"/> Objectives		
<input checked="" type="checkbox"/> Loyalty			
<input checked="" type="checkbox"/> Strength of your value chain			
<input checked="" type="checkbox"/> Strength of your value prop			
<b>Weaknesses</b>		<b>Threats</b>	

# SWOT ANALYSIS TEMPLATE

	OPPORTUNITIES	THREATS
STRENGTHS		
WEAKNESSES		

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# VALUES EVALUATION WORKSHEET

ANSWER THE FOLLOWING QUESTIONS	YES	NO
If you were to start a new company, would this core value be part of its foundation?		
Will you continue to stand by and hold this value no matter what happens in the competitive environment?		
Are you willing to stand by this value no matter what the cost – for example lost clients or lost revenue?		
Do you believe that employees who do not share this value should continue to be part of your company?		
Do you demonstrate this core value in your leadership?		
Would you sell your company before giving up this core value?		
Do you apply this core value in your personal activities?		
If you could do anything in the world, would you continue to apply this core value to your productive activities?		

If you answered "no" 4 or more times, consider reworking your values.

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# VISION EVALUATION WORKSHEET

ANSWER THE FOLLOWING QUESTIONS	YES	NO
Does it represent the mountain top your company is striving to reach?		
Is it motivating, clarifying the direction in which your organization needs to move to?		
Is your vision statement short?		
Does it include verb-phrases that are forward-looking?		
Are you using future tense?		
Does the vision statement inspire, creating a vivid image in the reader's head?		
Does it give your employees a larger sense of purpose?		

If you answered "no" 3 or more times, consider reworking your vision.

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# CASCADING GOALS WORKSHEET

		DEPARTMENTS				
CORPORATE GOALS	1.					
	2.					
	3.					
	4.					
	5.					
	6.					
	7.					
	8.					

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# COMPETITIVE ADVANTAGE EVALUATION

Use this worksheet to quickly evaluate whether your advantage withstands the test of time. The more responses to the right-hand side of the form, the better. It's okay if you don't pass each one. Think about how you can add to your competitive advantage to make it even more sustainable.

## ANSWER THE FOLLOWING QUESTIONS

Will your customers see a consistent, superior difference between your product/service and those of your competitors?

**No difference** ..... **Huge difference**

How difficult will it be for competitors to imitate your advantages?

**Not difficult** ..... **Very difficult**

Can your company constantly improve?

**Little improvement** ..... **Extensive improvement**

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# COMPETITOR GRID

After you collect data on your competition, follow these steps to develop your Competitor Grid:

**1. Select the product or service or customer segment to focus on.**

If your competitors are the same across product or service lines or customer segments, skip this step.

**2. Narrow down your playing field if at all possible.**

Look closely at your top three competitors or groups of competitors. Add your organization to the list.

**3. Determine what your competitors' key strengths and weaknesses are.**

The factors can be customer service, pricing, quality, operations, resources, personnel, and so on. Develop a good understanding of likely changes your competitors may make in the near future. Use the information collected during your intelligence gathering.

**4. Summarize what each competitor's key point of differentiation is.**

Answer the question, "What is XYZ competitor great at?"

**5. Critically review your Competitor Grid to summarize themes to add to your opportunities and threats.**

Add your thoughts to your list of opportunities and threats. Use this information to develop strategies, strategic objectives and goals.

COMPETITOR	STRENGTH	WEAKNESS	DIFFERENTIATION
Themes:			
	(Summarize threats)	(Summarize opportunities)	

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# CUSTOMER BUSINESS PURPOSE QUESTIONNAIRE

## WHAT IS THE PURPOSE OF OUR BUSINESS?

1. If you were to describe our company in one sentence or one word, what would it be or how would you describe us?

2. What are we doing that you like? How do we help meet your needs?

3. What are we doing that you don't like? Or in what areas could we improve?

4. Is there anything that we are not currently providing that you need?

5. When your friends are looking for a product(s) that we sell, do you refer our company? Why or why not?

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# CUSTOMER VALUE CALCULATOR

Find out for yourself just how much money each of your customers is worth to you. Use this worksheet to calculate your customers' merit.

CALCULATING THE LIFETIME VALUE OF A CUSTOMER TO YOUR BUSINESS.	
	Your Estimate
1. Average sale per customer per month	
2. Number of sales per year per customer	
3. Number of years customer buys from you	
4. Number of referrals from customer	
5. % of referrals that become customers	
6. Lifetime Value before referrals =  Calculation:  Gross Sales per year per customer (1x2)  X Number of years customers buy from you (3) =	
7. Lifetime Value of Referrals =  Calculation:  Referrals who become customers (4x5)  X Lifetime Value before Referrals (6) =	
<b>Total Lifetime Value of a Customer (6+7)</b>	

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# EMPLOYEE BUSINESS PURPOSE QUESTIONNAIRE

WHAT IS THE PURPOSE OF OUR BUSINESS?

1. What is the mission or purpose of our company?

2. What do you think our company does best?

3. What doesn't our company do well?

4. What does our company do differently than our competitors?

5. Why are our customers our customers?

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# INDUSTRY ENVIRONMENT QUESTIONNAIRE

Use this questionnaire to start your list of opportunities and threats in your industry environment.

WHEN WILL THIS FORCE IMPACT OUR COMPANY?	NOW	1-3 YEAR	5-10 YEAR	NEVER	IS THIS AN...	
					OPPORTUNITY	THREAT
Increase in the number of competitors						
Potential for substitute products						
Increase in the power of our suppliers or vendors						
Increase in the power of our buyers or customers						
Greater intensity of rivalry between us and our competitors						

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# MISSION STATEMENT WORKSHEET

RESPOND TO THE FOLLOWING STATEMENTS	YES	NO
The mission statement is a statement of our company's purpose.		
The mission statement fits the current market environment.		
The mission statement is based on our core competencies. <i>(A core competency is a unique strength.)</i>		
The mission statement is motivating and inspires employee commitment.		
The mission statement is realistic.		
The mission statement is specific, short, sharply focused and memorable.		
The mission statement is clear and easily understood.		
The mission statement says what the company wants to be remembered for.		

If you answered "no" 4 or more times, consider reworking your mission statement.

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# OPERATIONAL PROCESSES QUESTIONNAIRE

Answer the questions here to get a better understanding of your operational, customer, relationship, and innovation processes.

HOW GOOD IS YOUR COMPANY AT...?						
	STRENGTHS		WEAKNESSES		CRITICAL TO YOUR GROWTH THIS YEAR	
	High	Low	High	Low	Yes	No
Developing and sustaining supplier or vendor relationships						
Efficiently producing products and services						
Effectively delivering your product or service to your customer						
Effectively managing operating risk						
Effectively selecting, acquiring and retaining your customers						
Growing relationships with your customers						
Effectively managing your environmental and community involvement						
Effectively managing your alliance relationships						
Managing and completing the key projects deemed critical						
Efficiently innovating and bring new products and service to market						
Leveraging technology to improve operational efficiency						
Consistently and continually communicating the company's key initiative to everyone on staff						
Enhancing employee productivity						

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# READINESS ASSESSMENT

This instrument will help you examine the strength of support in your organization for effective strategic planning. Fifteen conditions which foster effective strategic planning are listed below. Consider to what extent each condition is present in your organization and state your feelings by entering an "X" in the appropriate column.

	Not very present	Somewhat present	Mostly present	Almost completely present
There is a burning platform driving change				
Senior team mostly has prior skills and competencies in planning				
Decisions are made mostly on facts, not feelings				
Visible commitment of senior leader to champion the process				
Senior team communicates effectively				
Senior team has a standard meeting structure				
Sufficient information is available on the organization's business activities (Ex. Performance Management Dashboard)				
Sufficient information is available on the organization's business environment (Ex. Competitive Analysis)				
Senior team largely sees a need for a formal planning process – desire to do planning and implementation				
There are good communications between segments of the organization				
Financial, organizational and political stability exists – no major changes are in process				
Overall, there is a willingness to take calculated risks				
Generally, sufficient time and attention are given to planning tasks				
Leadership demonstrates creativity, flexibility and adaptiveness to change				
Leadership is committed to check in on plan performance monthly or quarterly				

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**2020 Street Improvements  
Preliminary Assessment Costs  
Windom, Minnesota**

December 17, 2019

**6th Avenue- Milling Option**

ITEM NO.	NO. OF UNITS	ITEM DESCRIPTION	UNIT COST	TOTAL ITEM COST
<b><u>Paving</u></b>				
1.	1 L.S.	Mobilization and Traffic Control	\$5,000.00 /L.S.	= \$5,000.00
2.	7,200 SY	Mill & Compact Existing Bituminous	\$5.00 /SY	= \$36,000.00
3.	3 ea.	Adjust Manhole Frame & Ring Casting	\$1,500.00 /each	= \$4,500.00
4.	5 ea.	Adjust Water Valve	\$1,000.00 /each	= \$5,000.00
<hr/>				
Construction Subtotal				\$50,500.00
Contingencies (10%)				\$5,500.00
Engineering and Testing				\$8,000.00
<hr/>				
<b>Estimated Subtotal</b>				<b>\$64,000.00</b>

## Steve Nasby

---

**From:** Dan Van Schepen <dan.vanschepen@dgr.com>  
**Sent:** Monday, December 23, 2019 4:30 PM  
**To:** Steve Nasby  
**Cc:** Brian Cooley  
**Subject:** Assessment Hearing Follow-up  
**Attachments:** 369018 AssessHearing.docx; 369018 6thAve Gravel Opt 12-23-19.pdf

Good afternoon Steve,

Attached is my first pass through the assessment hearing notes collected at the meeting. Please review against your notes/recollection and return any editing necessary. You also mentioned receiving some written communications, we can include and provide answers as needed after you send them my way. Thank you and enjoy your week off, talk to you in the new year.

Also discussed during the meeting, the Council asked for a cost to return the roadway to a gravel condition (using the existing surfacing only, not initially adding additional gravel surfacing). I have attached a cost estimate addressing that possibility (58% of cost of the maintenance overlay). This estimate does not include any base preparation or base drainage (draitile) that could lower the occurrence of frost boil maintenance costs that are already plaguing the existing bituminous surfacing. Unfortunately, I do not have a good reference to provide expected ongoing maintenance costs of the "new" gravel road. I'm not sure if Brian would feel comfortable trying to come up with these costs or if he has contacts with Cottonwood County that would be able to share some "typical" data? I feel this needs to be included in this discussion in order for the Council to have all the relevant information for this decision. Most new gravel road sections would be designed with 6" of gravel surfacing; the existing bituminous road surfacing is only 1-2" thick based 2016 soil borings. An additional 4" of gravel material provided and installed would cost an additional estimated \$35,000. Please review and let me know what else I can provide to aid this discussion.

**Dan Van Schepen, PE**



1302 South Union Street  
Rock Rapids, IA 51246  
phone: 712-472-2531  
cell: 712-395-0534

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

November 15, 2019

Via Email

City of Windom  
444 9<sup>th</sup> Street  
PO Box 38  
Windom, MN 56101-0038

RE: Windom Public Utilities Commission  
Wastewater Treatment Facility Improvements  
Windom, Minnesota  
Project No. T22.113672

Attn: Glenn Lund, Water/ Wastewater Superintendent

Dear Commission Members:

As you are aware, the Wastewater Treatment Facilities Control Building Basement floor uplifted in May of this year due to site high ground water. The high ground water was caused by the site drain tile system being plugged by tree roots. Once the tree roots were removed and the ground water was lowered to its normal elevation; the floor, piping, pipe supports, and conduit returned to near its original elevation.

Plans were worked up for the floor replacement and forwarded to Gridor Constr. for pricing. A copy of Proposal Request No. 1-BFR is attached along with Gridor's cost breakout. The price for removal and replacement of the floor is \$113,900. It should be noted that the floor removal needs to be completed in three sections to ensure that the basement walls do not collapse. All of the concrete being removed will need to be broken into smaller pieces since it will need to be lifted thru a 36" x 36" hatch in the floor above and the new concrete will need to be pumped thru the same hatch while being placed.

Wastewater Treatment Facility Staff and I met with the League of Minnesota Cities Insurance Adjuster and their Structural Engineer on Wednesday, November 13<sup>th</sup> to review the proposed work. Part of the discussion concerned the addition of a drain tile system with a sump and pump to help keep the ground water level low below the basement floor. The adjuster stated that this work was new and would not be covered by insurance. I had Gridor break that cost out. The cost for this work is \$9,215. We also discussed whether the electrical and control conduit and wiring needs to be replaced. The conduit and wire for the pumps were placed below the floor and we are not sure if they are in the granular file under the concrete floor or actual in the concrete floor. The location and condition of the conduit will be determined once the floor is removed. If the conduit and wire are below the concrete floor and not damaged by the uplifted floor, this work can also be removed from the project. The price for rerouting the conduit and wire is approximately \$18,500.



Mr. Glenn Lund  
November 15, 2019  
Page 2

I plan to attend the Commission Meeting on Tuesday, November 19<sup>th</sup> to review the proposal request in more detail and answer any questions or concerns the Commission may have.

Sincerely,

**Bolton & Menk, Inc.**

A handwritten signature in black ink, appearing to read 'R. Kelly Yahnke', written over a horizontal line.

**R. Kelly Yahnke**  
Project Manager

RKY

Enclosure

**PROPOSAL  
REQUEST**

- Steve Lee, Gridor Constr., Inc.
- Jeff Partridge, Gridor Constr., Inc.
- Glenn Lund, City of Windom
- Ryan Anderson, City of Windom
- Kelly Yahnke, Bolton & Menk, Inc.
- Kirk Yahnke, Bolton & Menk, Inc.

---

PROJECT: Wastewater Treatment Facility Improvements PROPOSAL REQUEST NO: 1-BFR-Revised

OWNER: City of Windom, Minnesota

DATE: August 26, 2019  
Revised October 22, 2019

TO: (CONTRACTOR)  
Gridor Constr., Inc.  
3390 27<sup>th</sup> Street SE  
Buffalo, MN 55313

ENGINEER'S PROJECT NO.: T22.113672  
CONTRACT DATED: October 16, 2018

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Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

---

**Description:**

1. Remove and replace existing Control Building Basement floor as detailed in attached Sheet 3.35.
2. Furnish and install drain tile system as noted on attached Sheets 2.07 and 5.20.
  - Furnish and install 4" perforated drain tile as shown on attached Plan Sheet 3.35.
  - Furnish and install a 36" diameter x 32" deep Jackel, Inc. Fiberglass Filament Wound Basin (similar to item approved in Submittal No. 15430-001. Basin to be for single pump and provided with two 4" inlets.
  - Furnish and install one Zoeller Pump Co. Model 284 Single Seal Series Submersible Sewage/ Dewater Pump. Pump to be supplied with 115-volt, single phase motor.
  - Provide all similar pump accessories as supplied in approved Submittal No. 15430-001.
  - Add 115-volt, 20 amp., single phase receptacle as needed.

**Attachments:**

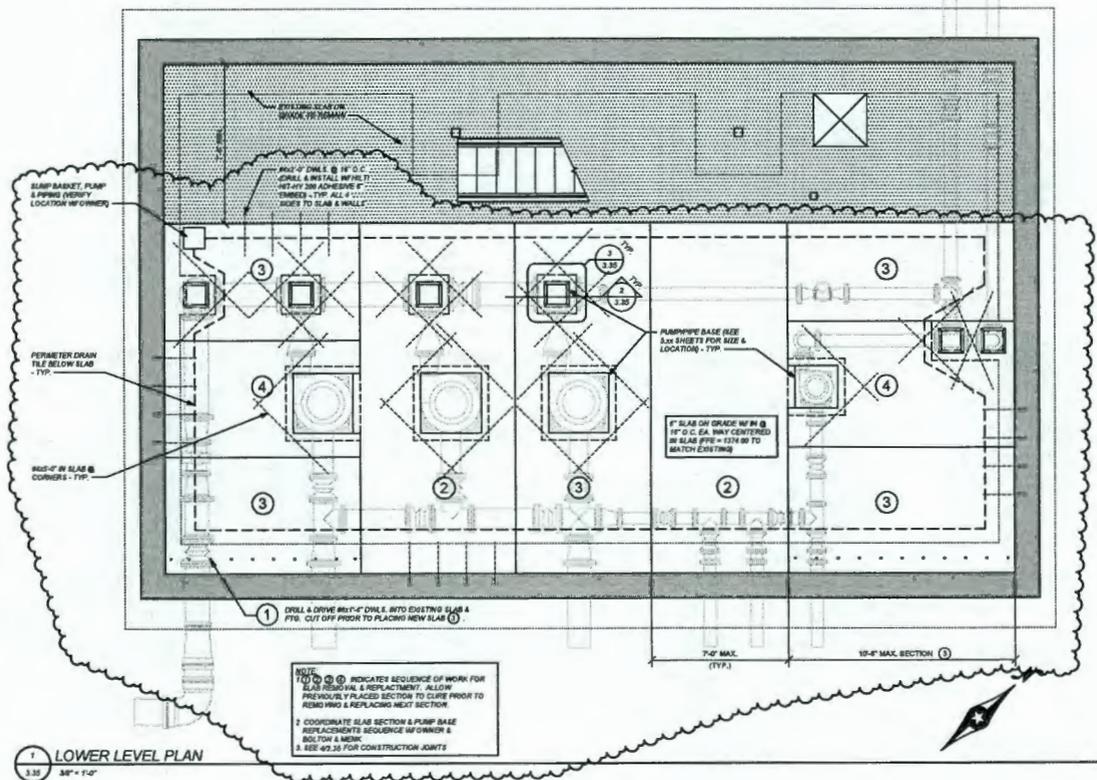
- Attachment 1-BFR.1 – SHEET 3.35: REV 1; DATE 10/22/2019
- Attachment 1-BFR.2 – SHEET 2.07: REV 1BFR; DATE 8/19/2019
- Attachment 1-BFR.3 – SHEET 2.07: REV 1BFR; DATE 8/19/2019

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ENGINEER: *R. Kelly Yahnke*

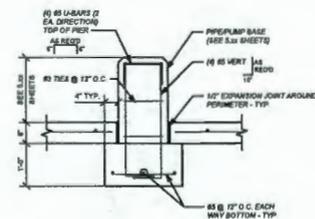
DATE: October 22, 2019

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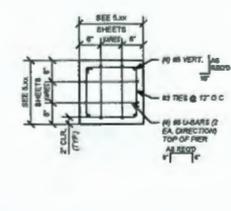


1 LOWER LEVEL PLAN  
3.35 3/8" = 1'-0"

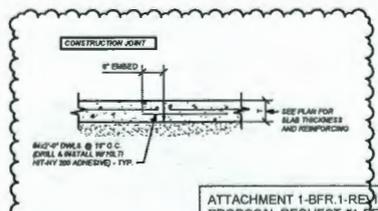
NOTE:  
 1 TO 3 INDICATES SEQUENCE OF WORK FOR SLAB REPAIR & REPLACEMENT. ALLOW PREVIOUSLY PLACED SECTION TO CURE PRIOR TO REMOVAL & REPLACING NEXT SECTION.  
 2 COORDINATE SLAB SECTION & PUMP BASE REPLACEMENTS SEQUENCE W/ OWNER & BOLTON & MENK.  
 3 SEE 402.30 FOR CONSTRUCTION JOINTS.



2 SECTION  
3.35 3/8" = 1'-0"



3 ENLARGED PLAN  
3.35 3/8" = 1'-0"



4 CONSTRUCTION JOINT DETAIL  
3.35 NO SCALE

ATTACHMENT 1-BFR.1-REVISED  
 PROPOSAL REQUEST #1-BFR-10-22-2019

SCALES SHOWN ON DRAWINGS ARE FOR 34"x46" SIZE SHEETS ONLY. DRAWINGS PLOTTED ON ANY OTHER SIZE SHEETS NEED TO HAVE SCALES ADJUSTED ACCORDINGLY.  
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 DWG: 10222019-1-18-19-FW



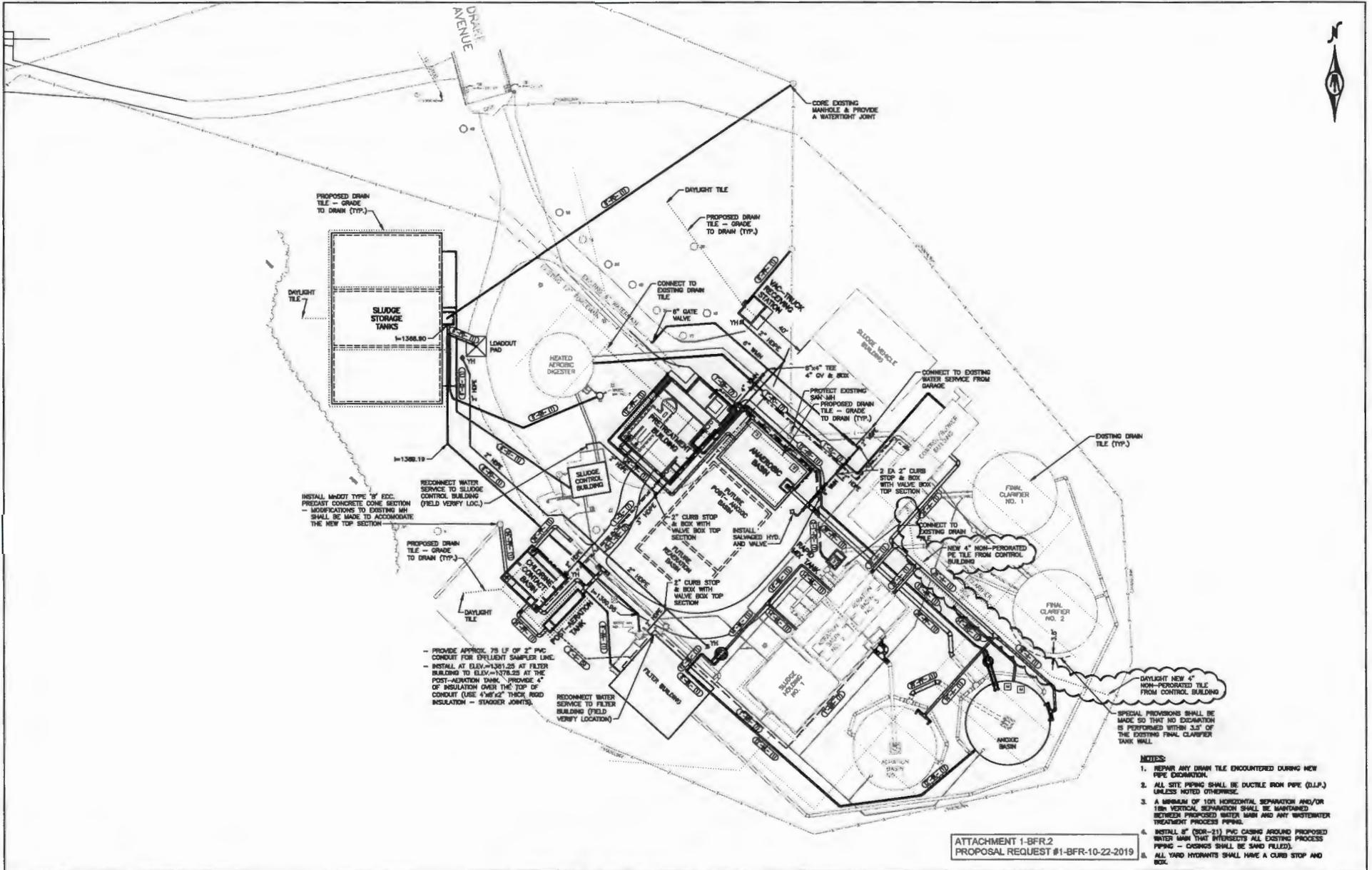
LSE JOB# 17429  
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 PROJECT: WASTEWATER TREATMENT FACILITY IMPROVEMENTS  
 DRAWN BY: Joseph R. Walker  
 DATE: 07/12/19



REV	DATE	BY
0	DWR 7-11-19	
1	DWR 10-22-19	

CITY OF WINDOM, MINNESOTA  
 WASTEWATER TREATMENT FACILITY IMPROVEMENTS  
 EXISTING CONTROL BUILDING  
 PROPOSED MODIFICATIONS PLAN & SECTION

SHEET  
 3.35



ATTACHMENT 1-BFR.2  
PROPOSAL REQUEST #1-BFR-10-22-2019

- NOTES:**
- REPAIR ANY DRINK TILE ENCOUNTERED DURING NEW PIPE EXCAVATION.
  - ALL SITE PIPING SHALL BE DUCTILE IRON PIPE (D.I.P.) UNLESS NOTED OTHERWISE.
  - A MINIMUM OF 10% HORIZONTAL SEPARATION AND/OR 18" VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN PROPOSED WATER MAIN AND ANY WASTEWATER TREATMENT PROCESS PIPING.
  - INSTALL 8" (DOR-21) PVC CASING AROUND PROPOSED WATER MAIN THAT INTERSECTS ALL EXISTING PROCESS PIPING - CHECKS SHALL BE SAND FILLED.
  - ALL YARD HYDRANTS SHALL HAVE A CURB STOP AND BOX.

SCALES SHOWN ON DRAWINGS ARE FOR 24"x36" SIZE SHEETS ONLY. DRAWINGS PLOTTED ON ANY OTHER SIZE SHEETS NEED TO HAVE SCALES ADJUSTED ACCORDINGLY.  
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N:\VIBRO\122113872\CD\DWG\113872\_0\_SHEE\_307-PRO-PPING.DWG 6/19/2018 5:55:30 PM



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
*Stephen J. Balda*  
Tajal Singh Balda  
5/20/2018 48574



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REV.	DATE	BY
4	CAL 1/28/2019	
5	CAL 3/4/2018	
F07	4/5/2018	
PR13	6/8/2019	
18PR	10/19/2019	

CITY OF WINDOM, MINNESOTA  
WASTEWATER TREATMENT FACILITY IMPROVEMENTS  
PROPOSED SITE PIPING PLAN

SHEET  
2.07





## GRIDOR CONSTR., INC.

3990 27<sup>th</sup> Ave SE  
Buffalo, MN 55313

(763) 559-3734  
(Fax) 559-3736

*Improving America's Water Quality since 1970*

November 11, 2019

Kelly Yahnke  
Bolton & Menk, Inc.  
12224 Nicollet Ave  
Burnsville, MN 55337-1649

Attn: Kelly Yahnke

RE: Proposal Request to Replace Existing Control Building Basement Floor

Mr. Yahnke

I have reviewed your drawings and documents for replacing the existing control basement floor and have come up with a price of \$113,900.00 (one hundred thirteen thousand nine hundred). This proposal price includes all the requirements of our current contract documents we have on the project.

The scope of this work includes, removal and replacing of the existing floor as shown in the specific sequence the floor needs to be replaced, installing a new drain tile, sump basin and sump pump, electrical requirements for sump pump and electrical requirements to hook up the existing pumps. These pump conduits currently run thru the existing floor and these have to be abandoned / demolished in order to keep the pumps working and will result in conduit being surface mounted to the wall now.

This is a very labor-intensive project, the labor to bring every piece of material in and out that single hatch is very time consuming. Attached to this letter there is a breakdown of some of the costs on this job. The wages include the prevailing wage required by the contract documents. There is also a fair amount of special equipment needed to accomplish this work, concrete saws, concrete pumps to bring the concrete back in, ect.

This scope does NOT include any of the work that was in our original contract, which is replacing the existing pumps, piping, pump pads, painting, plumbing and electrical that was required in the original documents. The electrical now is much more work with replacing all of these existing conduits now.

If you have any questions or concerns please feel free to contact me.

Sincerely

Steve Lee  
Project Manager  
Gridor Constr., Inc.



## GRIDOR CONSTR., INC.

3990 27<sup>th</sup> Ave SE  
Buffalo, MN 55313

(763) 559-3734  
(Fax) 559-3736

*Improving America's Water Quality since 1970*

Breakdown of costs:

Materials (concrete, rebar, drain tiles) = \$14,900.00

Equipment (saws, chipping hammers, concrete pumps) = \$20,000.00

Labor (prevailing wage, fringes payroll taxes) = \$54,000.00 (800 man hours)

Plumbing (sump pump and basin) = \$8,000.00 (\$1,000.00 labor \$7,000 materials)

Electrical (reroute conduits and replace wires) \$17,000.00 (\$10,000.00 labor, \$7,000.00 materials)

All includes taxes, wages, fringes, insurance and bond requirements

Total price = \$113,900.00

