

Notice of electronic/telephonic meeting – Some members may participate by telephone/other electronic means.

Council Meeting
Tuesday, May 5, 2020
City Council Chamber
6:30 p.m.
AGENDA



Call to Order

Pledge of Allegiance

1. Consent Agenda
 - Minutes
 - Council Minutes – April 21, 2020
 - Tree Commission – April 22, 2020
 - Utility Commission – April 22, 2020
 - Library Board – April 28, 2020
 - Regular Bills
2. Department Heads
3. Proclamations
 - National Hospital Week May 10-16, 2020
 - National Emergency Services Week May 17-23
 - Drinking Water Week May 3-9, 2020
4. Resolution Accepting Donation – Windom Ambulance – Paul Langland & Children
5. Airport
 - Resolution 2020 Airport Project Bid Award
 - Engineering Contract - 2020 Airport Project
6. Resolution Providing for the Issuance
 - Series 2020B General Obligation Improvement Bond
 - Series 2020C General Obligation Improvement Bond
7. Hospital Budget
8. Annual Consumer Confidence Report
9. Road Maintenance Agreement – 6th Avenue South
10. Personnel – Seasonal Hiring
 - Pool & Recreation
 - Park & Street
11. Mayor Appointment – Telecom Commission
12. New Business
13. Old Business
 - COVID-19 Update
 - Solid Waste Committee - City-Wide Cleanup Report
14. Contractor Payment – Gridor Construction, Inc. - WWTF Improvement Project #18 - \$334,150.00
- Control Building Floor Removal #1 - \$112,300.00
15. Council Comments
16. Adjourn



Reminder – May 11, 2020- 4:30 p.m. Board of Appeal and Equalization Meeting

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

**Regular Council Meeting
City Hall, Council Chamber
April 21, 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, Marv Grunig, Jenny Quade, Rod Byam (6:33 p.m.), James Nelson and JoAnn Ray

Council Absent: None

City Staff Present: Steve Nasby, City Administrator; Jeff Dahna, Telecom Manager; John Nelson, Liquor Store Manager; Spencer Winzenried, Community Center Director; Glenn Lund, Water/Wastewater Superintendent; and Tim Hacker, Ambulance Director

3. Pledge of Allegiance

4. Consent Agenda:

Grunig noted Mike Schowalter was present at the Telecom Commission Meeting and needs to be corrected in those minutes.

- Minutes
 - Council Minutes – April 7, 2020
 - HRA Minutes – March 11, 2020
 - Economic Development Authority – April 13, 2020
 - Telecom Commission – April 13, 2020
- Regular Bills
- Exempt Gambling Permit – Windom Lions Club

Motion by Ray second by Grunig approving the Consent Agenda with the noted Change by Grunig. Aye: Ray, Nelson, Grunig, Byam, and Quade. Nay: None. Motion carried 5–0.

5. Department Heads:

John Nelson, Liquor Store Manager, brought attention to Chapter 75—S.F. No. 4489, Limited Off-sale for Restaurants Closed by Executive Order that Governor Walz signed on April 17th. The City of Windom is automatically opted-in, but has the option to opt-out of the order. Nelson would encourage the City to stay opted-in to assist the local restaurants and businesses during this time as it ends when the shut-down order ceases.

Quade clarified that this only allows off-sale with the purchase of food to be consumed off of the business' premise. She asked for further clarification for golf courses. Nasby, City Administrator,

Preliminary

replied that the new law is for unopened containers to be consumed off site. Staff will further investigate the requirements on how it would apply to a golf course.

John Nelson also spoke on behalf of the Fire Department. On Saturday, April 25th from 10:00 am to 2:00 pm the Fire Department will be hosting a mask drive to distribute to various health facilities and nursing homes. He added the Fire Department has postponed the Fireman's Dance, but the raffle will still be held on Saturday evening. Citizens can reach out to firefighters or stop at the Emergency Services Facility for a ticket Saturday.

Glenn Lund, Water/Wastewater Superintendent, stated staff is currently flushing hydrants throughout town. He added the Wastewater Treatment Plant project is about 80% complete.

Jeff Dahna, Telecom Manager, informed the Council that a large fiber was cut between Milwaukee and Chicago causing a large amount of data traffic to switch/re-route. He added several "Google" and "YouTube" based platforms were affected. The local system is still operating well.

6. Resolution – 2020 Street Project Intent to Reimburse Expenditures:

Nasby said 2020 Street Project will be starting soon and Council is recommended to adopt the Resolution allowing the City to incur project costs, and later reimburse those expenses with the Bond Revenues from the bond sale that will be sold after the project has begun.

Council Member Byam introduced the Resolution No. 2020-22, entitled "RESOLUTION EXPRESSING AN INTENT TO REIMBURSE EXPENDITURES FROM TAX EXEMPT BOND PROCEEDS" and moved its adoption. The resolution was seconded by Nelson and on roll call vote: Yes: Byam, Grunig, Nelson, Quade, and Ray. No: None. Absent: None. Abstain: None. Resolution passed 5 - 0.

7. New Business:

None.

8. Old Business:

Jones said the local employers are doing a good job following the state guidelines due to the COVID-19 pandemic. He and staff have been in contact with large employers to inquire about their protocols. Jones added the first positive case was confirmed at Prime Pork and the company is implementing their safety plan to protect employees and the community. He is seeing great creativity in the smaller businesses that have been closed to the public and thanked them for services.

Nasby said he participates with Des Moines Valley Health and Human Services conference calls twice a week which keeps community leaders up to date with the current COVID-19 information. TORO has been providing PPE to employees and has also offered sick leave. The company also issued a press release to employees who are living with spouses/family that work for JBS from Worthington, asking them to self-quarantine due to the amount of cases from that plant. Fast Manufacturing has been abiding by the CDC guidelines and has the ability to practice social distancing while still working. Nasby anticipates a mobile testing tent to be placed at the hospital but is waiting on further information.

Preliminary

Jones said the Citywide Cleanup has been postponed to a further date that has not been established. Ads will be run in the local paper to remind the public not to place items on their curbs. He would like to appoint Ray, Grunig, Nasby, and Denise Nichols to an ad-hoc Solid Waste Committee to help coordinate efforts to offer solutions to the Citywide Cleanup delay.

9. Council Comments:

Quade reminded the public to refrain from putting items on their curb due to the delay in the Citywide Cleanup. She said the landfill is open and to utilize that service as well.

Byam voiced encouragement to those self-quarantining and a few more weeks is a doable timeframe so please stay home. He added masks are helpful in preventing the spread, so he urged citizens to use them.

Nelson said to keep staying home, it works.

Ray urged residents to continue to check on their elderly and disabled neighbors during this time.

Grunig said COVID-19 is in Windom, now is the time to be diligent. He added that this is the time to offer help to those who should not leave their home.

Nasby prompted citizens to fill out their census information.

Jones thanked the public for following the CDC and MN Department of Public Health guidelines.

10. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 7:03 p.m.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

CITY OF WINDOM TREE COMMISSION MEETING MINUTES

April 22, 2020

1. Call to Order: The meeting was called to order at 5:41 p.m. at Island Park shelter house by Chairperson Steve Fresk.

2. Roll Call:
Commission Present: Joanne Kaiser, Jim Knigge, Deborah Polzin, Steve Fresk
Commission Absent: Brian Cooley
Council Liaisons: James Nelson (absent)
Public Present: None

3. Approve Minutes of February 5, 2019
None

4. Treasurer Report: For the year 2020: \$2,500 budgeted plus \$1,250 from County Water Plan through Cottonwood Soil & Water Conservation District along with technical support.

5. Old Business:
 - a. 30 trees have been ordered. Any extra trees would be planted along the hospital walking path.

6. New Business:
 - a. We have heard rumors of possible budget cut from \$2,500 to \$500 available from the Street Department to pay for the 30 trees already on order. Brian Cooley was not available for comment.
 - b. Because of the threat of corona virus, the MN Conservation Corps is not available to plant boulevard trees as has been done in the past. We have heard the staff in David Bucklin's office have volunteered to plant the trees. The area will have to be marked by Gopher State One Call before any planting can occur.
 - c. At this time, there has been no information about the number of trees spoken for by private landowners. Repeated requests for information from Brian Cooley have gone unanswered.

7. Open Mike: Emerald Ash Borer has been sighted on three sides of Cottonwood County. Diversity of the urban canopy is essential to minimize the threat of EAB.

8. Meeting adjourned at 5:55 pm.

Next Tree Commission Meeting has not been set.

ATTEST:

Tree Commission Chair _____

Tree Commission Secretary _____

UTILITY COMMISSION MINUTES
Council Chambers
April 22, 2020

Call Meeting to Order: The Utility Commission meeting was called to order at 10:00 a.m. Steve Nasby called the roll and identified members attending onsite as well as members attending electronically.

Members Present: Utility Commission Chairperson: Mike Schwalbach (electronic)
Members Present: Glen Francis (electronic) and Tom Riordan (electronic)
Member Absent: None
City Council Liaison: Marv Grunig
Staff Present: Glenn Lund, Wastewater Foreman; Jason Sykora, Electric Superintendent; Leesa Arndt, Utility Billing/Analyst, Steve Nasby, City Administrator; Chelsie Carlson, Finance Director

APPROVE MINUTES

Motion by Riordan second by Schwalbach to approve the March 25, 2020 minutes. Roll Call Vote: Yes: Schwalbach, Riordan, and Francis. No: None. Absent: None. Motion carried 3-0.

WATER\ WASTEWATER ITEMS

Prime Pork SIU Rates

Kelly Yahnke, Bolton & Menk, Inc. and Lund said they have continued discussions with Prime Pork regarding SIU rates. Multiple cost scenarios were reviewed to determine an appropriate flow rate and loading rates. Lund reviewed projected billing using a total cost/gallon rate along with a surcharge for any loading overages. The projection would use a five-year average to help both parties budget their expenses. Commission discussed the pros and cons of the proposed billing method. It was noted that the TKN levels at Prime Pork fluctuate and whether they pre-treat or Windom treats at the plant can vary the cost/gallon rate proposed. They were favor of Lund pursuing this billing option and making necessary amendments to the SIU agreements. Commission consensus was to advise Kelly and staff to schedule a meeting with Prime Pork to review the proposal and make retroactive to January 1, 2020.

Thein Well Proposal

Glenn explained that Well #5 had a video service done due to sand being found in the system. The well casing is worn through in multiple locations and throughout the well. Commission discussed the repair cost versus replacement of the well. They requested staff to seek out additional repair quotes and replacement quotes before making a recommendation.

Sewer Jet Truck

Lund presented three quotes for a sewer jet truck replacement. Two quotes were from companies on the MN State Contract and one was a separate manufacturer. Commission advised to provide more specifications that are requested for the replacement (chassis, pump/jetter) and rebid for the item. Staff will consider future maintenance costs in the selection. Lund noted that \$100,000 was budgeted in 2020 CIP for the replacement.

Other Water/Wastewater Items

Lund mentioned staff recently repaired a water main break on Des Moines Dr. This repair could not wait until the 2020 Street Project, as the project will not start for over a month. He also stated a letter was sent to the MN Pollution Control for BOD violations in late 2019 that were related to the Wastewater Plant Construction Project.

ELECTRIC ITEMS

TORO Capacitor Bank Update

Sykora requested TORO to install Capacitor Banks inside the manufacturing plant to improve their power factor. The TORO Plant Windom agreed it was a good project, however, their accounting department stated their immediate cost-savings were not there versus the cost, so it would have to go through a budgeting process. If the City were to implement a Power Factor Penalty, TORO would do the upgrade. Sykora estimated the penalty would cost TORO \$100,000 annually. TORO currently abides by the energy requirements of the City of Windom when upgrades are completed to remain energy efficient. The Commission discussed City-owned equipment by TORO and the future plans of burying all power lines throughout the City. The replacement cost of the Capacitor banks when converting the lines around Toro to underground would cost WMU between \$100,000 and \$120,000. Sykora estimated it would be three years before this area would be completed. The consensus of the Commission was to include the penalty in the Rate Study that is being performed to better assess implementing the Capacitor Bank Requirement at TORO.

Mapping Update

Sykora stated the mapping software is up and running. He attended all trainings, and opted to train those who were unable to attend. All departments are able to use it (Electric, Water/Sewer, Street, and Telecom) to mark lines and equipment. The software can be accessible on any mobile device with proper logins. However, updates can only be performed remotely with any Android based mobile software (Apple software not compatible).

Wind PPA Replicator

Sykora presented the Wind Power Purchase Agreement Replicator Proposal from CMPAS. CMPAS stated there is not enough volume in the Agency being generated to get better PPA offers. The Agency suggested going to a Wind PPA Replicator program that would purchase power for Windom, and then sell it Windom at a rate of \$29/MWH. The cost is higher than the Wind PPA resolution already approved, but is lower than the existing wind generation from WOLFF Wind. The Wind PPA Replicator provides guaranteed power. Sykora stated this is the only option for the small amount purchased. He is expecting a 3-4 month timeline and the Agency is working with two vendors. The Commission is interested in the proposal and would like further information presented at an upcoming meeting.

Other Electric Items

Electric staff will be working on boring lines on County Roads 13 & 17.

Sykora stated his Energy Conservation Budget is set at \$100,000 annually and they recently paid Prime Pork for the 2017 Plant Reconstruction Rebates. He requested the Commission approve an increased budget for 2020 as only \$6,000 is remaining.

Motion by Francis second by Riordan to approve increasing the 2020 Energy Conservation budget to 125% (increase \$25,000). Roll Call Vote: Yes: Riordan, Francis, and Schwalbach. No: None. Absent: None. Motion carried 3-0.

Future conservation projects will include the new Elementary School and the apartment building. Sykora noted that CMPAS consultants seek out new energy savings ideas to the community.

Sykora said the generator controls have all been received and were under budget. He is waiting for the COVID-19 restrictions to end so engineers can install them.

REGULAR BILLS

Motion by Riordan second by Francis to approve regular bills in the packet. Roll Call Vote: Yes: Riordan, Schwalbach, and Francis. No: None. Motion carried 3-0.

OLD BUSINESS

None

NEW BUSINESS

Riordan question the progress of the Flood Mapping. Sykora replied that is has stalled at the consultant level.

The Pre-Construction meeting for the 2020 Street Project is scheduled for April 30th at 2:00 PM. All requested parties can request the Skype link.

Lund and Nasby met with the EPA in regards to the landfill review report. Additional comments and information will be sent in regards to PFA's (perfluoroalkyl/polyfluoroalkyl substances) and how to monitor for them. This would be a new requirement that staff will discuss with Wenck on implementation.

Next meeting date is May 27, 2020 at 10:00 am.

ADJOURN

Schwalbach adjourned the meeting at 12:01 pm

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator

Windom Library Board Meeting

City of Windom Council Chamber

April 28, 2020

5:00 p.m.

1. Call to order: The meeting was called to order by John Duscher

2. Roll Call: Members Present: City Council Chambers: Anita Winkel, John Duscher and Susan Ebeling
Via Zoom: Terri Jones, Steve Fresk, Kathy Hiley and Kari Scheitel

Members Absent: None

Library Staff Present: City Council Chambers: Dawn Aamot

City Council Member Present: None

3. Agenda and Minutes:

Motion by Susan Ebeling and seconded by Terri Jones to approve the agenda and the minutes.

4. Financial Report:

Motion by Anita Winkel and seconded by Susan Ebeling to accept the Financial Report.

5. Librarian's Report and Old Business:

Dawn said that people have been letting them know that they are sorely missed, and the staff has had many inquiries about when they will open and what to expect going forward. Some just call to say Hi.

The staff is staying very busy. Staff is working regular hours. All books and media have been cleaned in the main library. Nancy is labeling shelves and wiping down books in the children's library. Computers have been moved to the display case. DVD drawers have been moved to where the computers were. DVD cases and the display sleeves have all been sanitized. Books that have been left in the book deposit are sanitized with bleach water and quarantined for several days before shelving. Dawn and Julie went through books upstairs, cleaning and discarding. 40 boxes have been filled and sent to Better World Books for resale. They have started filling 40 more boxes. The children's bathroom will be painted with a fresh coat of paint to brighten it up. The backroom has been cleaned and organized.

The south-entryway floor has been completed. All major projects have been completed. Dawn will put together a list of dollars used from the last \$44,000 grant. Memorial benches for the front entrance are still on Dawn's radar.

Summer Reading is up in the air. Options are being discussed on how to implement the program safely. Some entertainers and crafters are making videos and putting together craft kits that could be part of the SRP.

Winter Reading ended after the shut-down started. Many people deposited their book logs in the book drop.

At this time there are 400 to 500 books still in circulation.

John asked if Plum Creek has given any guidelines for when libraries open back up. Dawn informed the board that discussion between the library directors and the interim PCLS director has been taking place during this

time on what each library is doing and what services are being offered during the shut-down. The Plum Creek Library System is a federated regional public library system where each library retains local control of operations.

Dawn has ordered 3 plexiglass partitions for the checkout desks and will attain masks and gloves from the city. The plexiglass partitions are being made locally so she hopes to have them soon.

Some of the restrictions planned going forward: Only 2 computers in use for 20 minutes at a time, separated by 2 computer stations. There will be a limit on the number of people and families in the library at one time. At first, no videos will be checked out. Entrance will be at the side door and exit through the front door. Permission will be needed to use the bathrooms and they will have to be cleaned after each use.

Discussion has started with a soft opening offering curbside pickup up only. Partly dependent on when stay at home and the emergency orders are lifted.

It is all wait and see!

Librarian's Report was approved on a motion by Susan Ebeling and seconded by Kari Scheitel.

6. New Business:

None

7. Book Suggestions:

8. Adjourn:

Meeting adjourned at 5:24 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary



Windom, MN

Expense Approval Report

By Fund

Payment Dates 04172020 - 04302020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
Activity: 41110 - Mayor & Council					
INNOVATIVE SYSTEMS LLC	48224	04/07/2020	INSERTS	100-41110-200	200.85
CONVENT. & VISITOR BUREAU	20200427	04/29/2020	LODGING TAX - AMERIC INN	100-41110-491	1,702.71
CONVENT. & VISITOR BUREAU	20200428	04/29/2020	LODGING TAX - GUARDIAN IN	100-41110-491	718.00
CONVENT. & VISITOR BUREAU	20200429	04/29/2020	LODGING TAX - RED CARPET I	100-41110-491	311.19
Activity 41110 - Mayor & Council Total:					2,932.75
Activity: 41310 - Administration					
NCPERS MINNESOTA	8446000052020	04/22/2020	INSURANCE #844600 - MAY 2	100-41310-133	80.00
INDOFF, INC	3359039	04/02/2020	SUPPLIES	100-41310-200	6.33
INDOFF, INC	3360069	04/13/2020	SUPPLIES	100-41310-200	54.95
FURTHER (Select Account)	15458888	04/21/2020	PARTICIPANT FEE	100-41310-217	158.25
VERIZON WIRELESS	9852954671	04/28/2020	PHONE SERVICE #48657723	100-41310-321	46.16
SECR REV FUND/CITY OF WD	20200417	04/17/2020	PETTY CASH -	100-41310-322	0.62
SECR REV FUND/CITY OF WD	20200417	04/17/2020	PETTY CASH -	100-41310-322	1.96
SECR REV FUND/CITY OF WD	20200417	04/17/2020	PETTY CASH -	100-41310-322	8.06
SECR REV FUND/CITY OF WD	20200417	04/17/2020	PETTY CASH -	100-41310-322	4.34
CITIZEN PUBLISHING CO	20200331	04/10/2020	ADVERTISING	100-41310-350	78.40
SECR REV FUND/CITY OF WD	20200417	04/17/2020	PETTY CASH -	100-41310-480	20.69
JESSICA LUDEWIG	20200421	04/21/2020	REFUND - FEES FOR RETURN	100-41310-480	35.00
Activity 41310 - Administration Total:					494.76
Activity: 41910 - Building & Zoning					
NCPERS MINNESOTA	8446000052020	04/22/2020	INSURANCE #844600 - MAY 2	100-41910-133	24.00
CENTURY BUSINESS PRODUCT	515102	04/13/2020	SUPPLIES	100-41910-200	37.38
VERIZON WIRELESS	9852954671	04/28/2020	PHONE SERVICE #48657723	100-41910-321	77.14
Activity 41910 - Building & Zoning Total:					138.52
Activity: 41940 - City Hall					
MN ENERGY RESOURCES	20200407	04/13/2020	#0505105084-00001	100-41940-383	464.54
HOMETOWN SANITATION SER	0000364577	04/07/2020	GARBAGE SERVICE - CITY HAL	100-41940-384	92.98
Activity 41940 - City Hall Total:					557.52
Activity: 42120 - Crime Control					
NCPERS MINNESOTA	8446000052020	04/22/2020	INSURANCE #844600 - MAY 2	100-42120-133	144.00
INDOFF, INC	3358459	04/09/2020	SUPPLIES	100-42120-200	83.41
COTTONWOOD CO AUD/TREA	MAY 2020	04/17/2020	MAY 2020 - RENT & DEPUTY A	100-42120-304	3,957.50
COTTONWOOD VET CLINIC	215139	04/22/2020	BRUNO	100-42120-305	61.86
COTTONWOOD VET CLINIC	216202	04/17/2020	BRUNO	100-42120-305	61.86
COTTONWOOD VET CLINIC	216506	04/17/2020	BRUNO	100-42120-305	132.28
COTTONWOOD VET CLINIC	71898	04/21/2020	PAYMENT FROM BRUNO INSU	100-42120-305	-89.00
SECR REV FUND/CITY OF WD	20200417	04/17/2020	PETTY CASH -	100-42120-322	9.20
SECR REV FUND/CITY OF WD	20200417	04/17/2020	PETTY CASH -	100-42120-322	4.60
SECR REV FUND/CITY OF WD	20200417	04/17/2020	PETTY CASH -	100-42120-322	3.80
SECR REV FUND/CITY OF WD	20200417	04/17/2020	PETTY CASH -	100-42120-322	55.00
SECR REV FUND/CITY OF WD	20200417	04/17/2020	PETTY CASH -	100-42120-323	6.95
ALPHA WIRELESS - MANKATO	6412	04/17/2020	SERVICE - POLICE DEPT PORTA	100-42120-323	108.00
LEASE FINANCE PARTNERS	#3250 4-20-2020	04/28/2020	SERVICE #3250	100-42120-326	136.00
E & C GRAPHICS INC	21494	04/17/2020	SERVICE	100-42120-404	200.00
NORTHERN SAFETY TECHNOL	50109	03/27/2020	MAINTENANCE	100-42120-404	256.99
NORTHERN SAFETY TECHNOL	50148	04/09/2020	MAINTENANCE	100-42120-404	2,103.30
DEFRIES COLLISION CENTER	130649	04/24/2020	MAINTENANCE - 2016 FORD E	100-42120-405	396.00
COTTONWOOD CO AUD/TREA	MAY 2020	04/17/2020	MAY 2020 - RENT & DEPUTY A	100-42120-412	1,950.00
FLEET SERVICES DIVISION	2020090002	04/24/2020	SERVICE - LEASE	100-42120-419	1,653.23
WINDOM FIRE & SAFETY, LLC	7280	04/17/2020	SERVICE - POLICE	100-42120-480	28.00
Activity 42120 - Crime Control Total:					11,262.98

Expense Approval Report

Payment Dates: 04172020 - 04302020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Activity: 42220 - Fire Fighting					
MN ENERGY RESOURCES	20200406	04/15/2020	#0616354678-00001	100-42220-383	444.01
HOMETOWN SANITATION SER	0000364619	04/07/2020	GARBAGE SERVICE - EMS BUIL	100-42220-384	44.10
JOHNSON HARDWARE	10404	04/28/2020	MAINTENANCE	100-42220-404	171.00
Activity 42220 - Fire Fighting Total:					659.11
Activity: 43100 - Streets					
NCPERS MINNESOTA	8446000052020	04/22/2020	INSURANCE #844600 - MAY 2	100-43100-133	80.00
SCOTT VEENKER	26735	04/28/2020	SERVICE - SNOW REMOVAL	100-43100-224	250.00
MIDSTATES EQUIPMENT & SU	220191	03/31/2020	SMALL TOOLS	100-43100-241	1,117.20
VERIZON WIRELESS	9852954671	04/28/2020	PHONE SERVICE #48657723	100-43100-321	44.50
CITIZEN PUBLISHING CO	20200331	04/10/2020	ADVERTISING	100-43100-350	78.40
MN ENERGY RESOURCES	20200403	04/09/2020	#0505064121-00001	100-43100-383	418.63
HOMETOWN SANITATION SER	0000364578	04/07/2020	GARBAGE SERVICE - STREET D	100-43100-384	92.98
BARCO PRODUCTS CO	IN-236682	04/07/2020	MAINTENANCE	100-43100-404	1,066.07
ASPEN EQUIPMENT CO	10216636	04/29/2020	#75058 - MAINTENANCE	100-43100-405	694.25
ASPEN EQUIPMENT CO	10216795	04/29/2020	CREDIT - RETURNED MERCHA	100-43100-405	-594.00
GDF ENTERPRISES, INC	A17491	04/21/2020	MAINTENANCE	100-43100-405	41.93
Activity 43100 - Streets Total:					3,289.96
Activity: 45202 - Park Areas					
NCPERS MINNESOTA	8446000052020	04/22/2020	INSURANCE #844600 - MAY 2	100-45202-133	16.00
CITIZEN PUBLISHING CO	20200331	04/10/2020	ADVERTISING	100-45202-340	78.40
HOMETOWN SANITATION SER	0000364579	04/07/2020	GARBAGE SERVICE - SQUARE	100-45202-384	51.98
HOMETOWN SANITATION SER	0000364625	04/07/2020	GARBAGE SERVICE - ABBY PAR	100-45202-384	19.98
Activity 45202 - Park Areas Total:					166.36
Fund 100 - GENERAL Total:					19,501.96
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
NCPERS MINNESOTA	8446000052020	04/22/2020	INSURANCE #844600 - MAY 2	211-45501-133	16.00
MN ENERGY RESOURCES	20200406C	04/17/2020	#0504542703-00001	211-45501-383	237.96
Activity 45501 - Library Total:					253.96
Fund 211 - LIBRARY Total:					253.96
Fund: 225 - AIRPORT					
Activity: 45127 - Airport					
SOUTHWEST MN BROADBAN	#886 3-26-2020	04/21/2020	#886 507-831-6120 - SERVICE	225-45127-321	26.70
SOUTH CENTRAL ELECTRIC	#367400 3-31-2020	04/28/2020	#367400 SERVICE	225-45127-381	474.00
SOUTH CENTRAL ELECTRIC	#367403 3-31-2020	04/28/2020	#367403 - SERVICE	225-45127-381	318.98
COOPER CROUSE-HINDS, LLC	939446559	04/21/2020	AIRPORT - RUNWAY LIGHT CO	225-45127-406	376.05
COOPER CROUSE-HINDS, LLC	939501177	04/21/2020	AIRPORT RUNWAY LIGHTS	225-45127-409	451.00
Activity 45127 - Airport Total:					1,646.73
Fund 225 - AIRPORT Total:					1,646.73
Fund: 235 - AMBULANCE					
Activity: 42153 - Ambulance					
ROBIN SHAW	20200330	03/30/2020	EXPENSE - AMBULANCE	235-42153-217	4.25
WINDOM FARM SERVICE	20200417	04/17/2020	MAINTENANCE - AIR CARD BA	235-42153-217	16.97
VERIZON WIRELESS	9852954671	04/28/2020	PHONE SERVICE #48657723	235-42153-321	112.42
SECR REV FUND/CITY OF WD	20200417	04/17/2020	PETTY CASH -	235-42153-322	8.25
EXPERT T BILLING	6835	04/13/2020	SERVICE	235-42153-326	2,548.00
ROB VISKER	20200421	04/21/2020	EXPENSE - AMBULANCE	235-42153-334	28.95
KRISTEN PORATH	20200421	04/21/2020	EXPENSE - AMBULANCE	235-42153-334	15.84
MEGAN BRAMSTEDT	20200421	04/21/2020	EXPENSE - AMBULANCE	235-42153-334	27.26
APRIL HARRINGTON	20200421	04/21/2020	EXPENSE - AMBULANCE	235-42153-334	17.49
JODI JOHNSON	20200421	04/21/2020	EXPENSE - AMBULANCE	235-42153-334	20.42
MN ENERGY RESOURCES	20200406	04/15/2020	#0616354678-00001	235-42153-383	296.00
HOMETOWN SANITATION SER	0000364619	04/07/2020	GARBAGE SERVICE - EMS BUIL	235-42153-384	29.40
MEGAN BRAMSTEDT	20200420	04/21/2020	EXPENSE - AMBULANCE MATI	235-42153-405	166.06
WINDOM FAMILY MEDICAL C	1134286115	04/17/2020	SERVICE #1134286115	235-42153-480	272.00
WINDOM FAMILY MEDICAL C	1134286115A	04/17/2020	SERVICE #1134286115	235-42153-480	164.00

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WINDOM FAMILY MEDICAL C	1134286115B	04/17/2020	SERVICE #1134286115	235-42153-480	164.00
				Activity 42153 - Ambulance Total:	3,891.31
				Fund 235 - AMBULANCE Total:	3,891.31
Fund: 250 - EDA GENERAL					
Activity: 46520 - EDA					
NCPERS MINNESOTA	8446000052020	04/22/2020	INSURANCE #844600 - MAY 2	250-46520-133	24.00
CENTURY BUSINESS PRODUCT	515102	04/13/2020	SUPPLIES	250-46520-200	74.77
VERIZON WIRELESS	9852954671	04/28/2020	PHONE SERVICE #48657723	250-46520-321	26.96
CITIZEN PUBLISHING CO	20200331	04/10/2020	ADVERTISING	250-46520-350	79.50
MN SECRETARY OF STATE	20200422	04/22/2020	ACTIVE BUSINESS DATA - WIN	250-46520-433	30.00
SECR REV FUND/CITY OF WD	20200417	04/17/2020	PETTY CASH -	250-46520-438	3.00
INNOVATIVE SYSTEMS LLC	48224	04/07/2020	INSERTS	250-46520-480	338.98
				Activity 46520 - EDA Total:	577.21
				Fund 250 - EDA GENERAL Total:	577.21
Fund: 254 - NORTH IND PARK					
Activity: 46520 - EDA					
SOUTH CENTRAL ELECTRIC	#367404 3-31-2020	04/28/2020	#367404 - SERVICE	254-46520-381	117.70
				Activity 46520 - EDA Total:	117.70
				Fund 254 - NORTH IND PARK Total:	117.70
Fund: 308 - 2020 STREET PROJECT					
Activity: 41000 - General Government					
DGR ENGINEERING	00239904	04/22/2020	#00239904 PROJ 369018.00 -	308-41000-303	11,127.68
				Activity 41000 - General Government Total:	11,127.68
				Fund 308 - 2020 STREET PROJECT Total:	11,127.68
Fund: 401 - GENERAL CAPITAL PROJECTS					
Activity: 49950 - Capital Outlay					
ROYAL GLASS LLC	216	04/21/2020	CITY HALL - SHIELDS COVID -1	401-49950-439	1,210.50
				Activity 49950 - Capital Outlay Total:	1,210.50
				Fund 401 - GENERAL CAPITAL PROJECTS Total:	1,210.50
Fund: 601 - WATER					
CORE & MAIN LP	M183505	04/17/2020	INVENTORY & MATERIALS FO	601-14200	666.22
				Activity 49400 - Water	666.22
NCPERS MINNESOTA	8446000052020	04/22/2020	INSURANCE #844600 - MAY 2	601-49400-133	32.00
HAWKINS, INC	4695670	04/17/2020	CHEMICALS	601-49400-216	1,437.20
GOPHER STATE ONE CALL	0030834	04/07/2020	LOCATES	601-49400-321	7.09
VERIZON WIRELESS	9852954671	04/28/2020	PHONE SERVICE #48657723	601-49400-321	316.24
INNOVATIVE SYSTEMS LLC	48224	04/07/2020	POSTAGE	601-49400-322	216.86
INNOVATIVE SYSTEMS LLC	47733	03/31/2020	BILLING SYSTEM MAINTENAN	601-49400-326	760.50
INNOVATIVE SYSTEMS LLC	48090	04/03/2020	BILLIN GSYSTEM SOFTWARE S	601-49400-326	517.50
INNOVATIVE SYSTEMS LLC	48224	04/07/2020	PROCESSING	601-49400-326	174.88
MN ENERGY RESOURCES	20200409A	04/15/2020	#0505923431-00001	601-49400-383	502.00
WENCK ASSOCIATES, INC.	12002047	04/24/2020	PROJ 0045-01 WINDOM LAND	601-49400-386	744.67
HOMETOWN SANITATION SER	0000364581	04/01/2020	GARBAGE SERVICE - WASTE W	601-49400-404	94.98
FAITH WILLARD CLEANING	20200418	04/21/2020	SERVICE	601-49400-404	15.00
FAITH WILLARD CLEANING	20200418	04/21/2020	SERVICE	601-49400-404	15.00
LOCATORS & SUPPLIES, INC	0283489-IN	04/15/2020	MAINTENANCE	601-49400-408	345.29
CORE & MAIN LP	M183505	04/17/2020	INVENTORY & MATERIALS FO	601-49400-480	808.27
				Activity 49400 - Water Total:	5,987.48
				Fund 601 - WATER Total:	6,653.70
Fund: 602 - SEWER					
BOLTON & MENK, INC.	0248177	04/24/2020	#0248177 PROJ T22.113672 -	602-16200	60,133.75
GRIDOR CONSTRUCTION, INC.	20200413	04/13/2020	WASTEWATER TREATMENT FA	602-16200	333,898.00
				Activity 49450 - Sewer	394,031.75
NCPERS MINNESOTA	8446000052020	04/22/2020	INSURANCE #844600 - MAY 2	602-49450-133	48.00

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HAWKINS, INC	4695673	04/17/2020	CHEMICALS	602-49450-216	1,196.31
MN VALLEY TESTING	1024496	03/31/2020	TESTING	602-49450-310	144.00
MN VALLEY TESTING	1025328	04/08/2020	TESTING	602-49450-310	230.40
MN VALLEY TESTING	1025578	04/08/2020	TESTING	602-49450-310	144.00
MN VALLEY TESTING	1026348	04/15/2020	TESTING	602-49450-310	230.40
GOPHER STATE ONE CALL	0030834	04/07/2020	LOCATES	602-49450-321	7.09
VERIZON WIRELESS	9852954671	04/28/2020	PHONE SERVICE #48657723	602-49450-321	45.30
INNOVATIVE SYSTEMS LLC	48224	04/07/2020	POSTAGE	602-49450-322	216.85
INNOVATIVE SYSTEMS LLC	47733	03/31/2020	BILLING SYSTEM MAINTENAN	602-49450-326	760.50
INNOVATIVE SYSTEMS LLC	48090	04/03/2020	BILLIN GSYSTEM SOFTWARE S	602-49450-326	517.50
INNOVATIVE SYSTEMS LLC	48224	04/07/2020	PROCESSING	602-49450-326	174.88
SOUTH CENTRAL ELECTRIC	#367405 3-31-2020	04/28/2020	#367405 - SERVICE	602-49450-381	97.87
SOUTH CENTRAL ELECTRIC	#367405 4-15-20	04/21/2020	#367405 #26-24-125-04	602-49450-381	130.33
MN ENERGY RESOURCES	20200407A	04/15/2020	#0506746718-00001	602-49450-383	18.71
MN ENERGY RESOURCES	20200407B	04/15/2020	#0616938201-00004	602-49450-383	292.54
MN ENERGY RESOURCES	20200408	04/15/2020	#0504488160-00001	602-49450-383	54.88
FAITH WILLARD CLEANING	20200418	04/21/2020	SERVICE	602-49450-404	30.00
FAITH WILLARD CLEANING	20200418	04/21/2020	SERVICE	602-49450-404	45.00
SVOBODA EXCAVATING, INC	00008978	04/21/2020	MAINTENANCE	602-49450-408	2,147.50
WENNER HOLDINGS LLC	3021	04/28/2020	MAINTENANCE	602-49450-408	1,770.00
MN VALLEY TESTING	1024434	03/31/2020	TESTING FOR TORO	602-49450-480	117.20
				Activity 49450 - Sewer Total:	8,419.26
				Fund 602 - SEWER Total:	402,451.01

Fund: 604 - ELECTRIC

RESCO - RURAL ELECTRIC SUP	782469-00	04/17/2020	INVENTORY	604-14200	469.80
BORDER STATES	919825049	04/21/2020	CREDIT - RETURNED WRONG I	604-14200	-82.50
DITCH WITCH OF MN	025544	04/17/2020	#WINDO002	604-16440	51,575.00
LARISSA J RAMOS	20200428	04/28/2020	REFUND -BALANCE OF UTILIT	604-22000	186.18
					52,148.48

Activity: 49550 - Electric

NCPERS MINNESOTA	8446000052020	04/22/2020	INSURANCE #844600 - MAY 2	604-49550-133	96.00
CITIZEN PUBLISHING CO	20200331	04/10/2020	ADVERTISING	604-49550-200	21.36
BORDER STATES	919795361	04/17/2020	UNIFORMS	604-49550-218	172.50
CMP - CENTRAL MUNICIPAL P	6809	04/09/2020	ENERGY & TRANSMISSION	604-49550-263	107,137.39
CMP - CENTRAL MUNICIPAL P	6809	04/09/2020	ENERGY & TRANSMISSION	604-49550-263	124,185.92
SKARSHAUG TESTING LAB	243060	04/03/2020	TESTING	604-49550-310	256.14
GOPHER STATE ONE CALL	0030834	04/07/2020	LOCATES	604-49550-321	7.09
VERIZON WIRELESS	9852954671	04/28/2020	PHONE SERVICE #48657723	604-49550-321	105.47
INNOVATIVE SYSTEMS LLC	48224	04/07/2020	POSTAGE	604-49550-322	216.86
INNOVATIVE SYSTEMS LLC	47733	03/31/2020	BILLING SYSTEM MAINTENAN	604-49550-326	1,521.00
INNOVATIVE SYSTEMS LLC	48090	04/03/2020	BILLIN GSYSTEM SOFTWARE S	604-49550-326	223.90
INNOVATIVE SYSTEMS LLC	48224	04/07/2020	PROCESSING	604-49550-326	174.88
MN ENERGY RESOURCES	20200409B	04/17/2020	#0506419706-0001	604-49550-383	255.36
HOMETOWN SANITATION SER	0000364582	04/07/2020	GARBAGE SERVICE - ELECTRIC	604-49550-384	94.98
LAMPERTS YARDS, INC.	LA3902020 4-1-20	04/17/2020	MAINTENANCE	604-49550-402	202.93
ELECTRIC FUND	402	04/21/2020	EL - DISTRIBUTION	604-49550-408	3,737.98
DITCH WITCH OF MN	P42594	04/21/2020	MAINTENANCE	604-49550-408	139.25
MN POLLUTION CONTROL AG	#10000098378	04/17/2020	AIR ANNUAL FEE #103 - #100	604-49550-410	332.12
SCOTT VEENKER	26708	04/17/2020	SERVICE -	604-49550-411	709.26
DGR ENGINEERING	00240109	04/21/2020	SERVICE	604-49550-413	1,624.50
CMP - CENTRAL MUNICIPAL P	6809	04/09/2020	ENERGY & TRANSMISSION	604-49550-450	2,540.81
WERNER ELECTRIC	5010266777.002	04/17/2020	CONSERVATION	604-49550-450	131.67
WERNER ELECTRIC	5010274704.001	04/17/2020	CONSERVATION	604-49550-450	104.28
				Activity 49550 - Electric Total:	243,991.65
				Fund 604 - ELECTRIC Total:	296,140.13

Fund: 609 - LIQUOR STORE

Activity: 49751 - Liquor Store

NCPERS MINNESOTA	8446000052020	04/22/2020	INSURANCE #844600 - MAY 2	609-49751-133	32.00
INDOFF, INC	3360067	04/21/2020	SUPPLIES	609-49751-200	137.09

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RAGE INC - CAMPUS CLEANER	18710	04/28/2020	#6132 - SERVICE - RIVER BEN	609-49751-211	72.97
AH HERMEL COMPANY	822678	04/10/2020	MERCHANDISE	609-49751-211	50.10
AH HERMEL COMPANY	822678	04/10/2020	MERCHANDISE	609-49751-217	25.80
BREAKTHRU BEVERAGE MN	1081120119	04/03/2020	MERCHANDISE	609-49751-251	5,331.01
JOHNSON BROS.	1535901	04/03/2020	MERCHANDISE	609-49751-251	5,217.47
JOHNSON BROS.	1539239	04/13/2020	MERCHANDISE	609-49751-251	1,578.22
SOUTHERN GLAZER'S OF MN	1942792	04/13/2020	MERCHANDISE	609-49751-251	3,368.07
SOUTHERN GLAZER'S OF MN	5056632	04/03/2020	MERCHANDISE	609-49751-251	882.25
PHILLIPS WINE & SPIRITS	6020798	04/03/2020	MERCHANDISE	609-49751-251	432.85
PHILLIPS WINE & SPIRITS	6022849	04/13/2020	MERCHANDISE	609-49751-251	7,189.01
BREAKTHRU BEVERAGE MN	1081120120	04/03/2020	MERCHANDISE	609-49751-252	122.75
BEVERAGE WHOLESALERS	109528	04/21/2020	MERCHANDISE	609-49751-252	11,430.20
BEVERAGE WHOLESALERS	110104	04/28/2020	MERCHANDISE	609-49751-252	4,983.30
LOCHER BROS., INC.	1157730	04/28/2020	MERCHANDISE	609-49751-252	617.84
JOHNSON BROS.	1539241	04/13/2020	MERCHANDISE	609-49751-252	142.99
DOLL DISTRIBUTING, LLC	298935	04/13/2020	MERCHANDISE	609-49751-252	5,700.35
DOLL DISTRIBUTING, LLC	299576	04/13/2020	MERCHANDISE	609-49751-252	504.30
ARTISAN BEER COMPANY	3413030	04/02/2020	MERCHANDISE	609-49751-252	203.15
ARTISAN BEER COMPANY	3413726	04/10/2020	MERCHANDISE	609-49751-252	244.60
PAINTED PRAIRIE VINEYARD	000082	04/21/2020	MERCHANDISE	609-49751-253	252.00
BREAKTHRU BEVERAGE MN	1081120119	04/03/2020	MERCHANDISE	609-49751-253	477.32
JOHNSON BROS.	1535902	04/03/2020	MERCHANDISE	609-49751-253	1,227.84
JOHNSON BROS.	1539240	04/13/2020	MERCHANDISE	609-49751-253	1,502.54
CARLOS CREEK WINERY	19059	04/21/2020	MERCHANDISE	609-49751-253	594.00
SOUTHERN GLAZER'S OF MN	1942793	04/13/2020	MERCHANDISE	609-49751-253	180.00
ROUND LAKE VINEYARDS & W	2314	04/08/2020	MERCHANDISE	609-49751-253	594.00
SOUTHERN GLAZER'S OF MN	5056633	04/03/2020	MERCHANDISE	609-49751-253	352.00
PHILLIPS WINE & SPIRITS	6020799	04/03/2020	MERCHANDISE	609-49751-253	1,073.00
PAUSTIS WINE COMPANY	85755	04/13/2020	MERCHANDISE	609-49751-253	995.00
BREAKTHRU BEVERAGE MN	1081120119	04/03/2020	MERCHANDISE	609-49751-254	90.00
BEVERAGE WHOLESALERS	110377	04/28/2020	MERCHANDISE	609-49751-254	240.00
JOHNSON BROS.	1535902	04/03/2020	MERCHANDISE	609-49751-254	36.00
JOHNSON BROS.	1539240	04/13/2020	MERCHANDISE	609-49751-254	32.00
ATLANTIC COCA-COLA	2365554	04/10/2020	MERCHANDISE	609-49751-254	140.09
DOLL DISTRIBUTING, LLC	298935	04/13/2020	MERCHANDISE	609-49751-254	28.00
DOLL DISTRIBUTING, LLC	301748	04/21/2020	MERCHANDISE	609-49751-254	4,644.60
PHILLIPS WINE & SPIRITS	6022850	04/13/2020	MERCHANDISE	609-49751-254	24.00
AH HERMEL COMPANY	822678	04/10/2020	MERCHANDISE	609-49751-254	99.57
RED BULL DISTRIBUTION CO, I	K-1562311	04/21/2020	MERCHANDISE	609-49751-254	36.00
AH HERMEL COMPANY	822678	04/10/2020	MERCHANDISE	609-49751-256	180.26
PHILLIPS WINE & SPIRITS	6022850	04/13/2020	MERCHANDISE	609-49751-261	100.00
AH HERMEL COMPANY	822678	04/10/2020	MERCHANDISE	609-49751-261	17.34
BREAKTHRU BEVERAGE MN	1081120119	04/03/2020	MERCHANDISE	609-49751-333	107.92
JOHNSON BROS.	1535901	04/03/2020	MERCHANDISE	609-49751-333	66.17
JOHNSON BROS.	1535902	04/03/2020	MERCHANDISE	609-49751-333	36.55
JOHNSON BROS.	1539239	04/13/2020	MERCHANDISE	609-49751-333	19.44
JOHNSON BROS.	1539240	04/13/2020	MERCHANDISE	609-49751-333	61.47
SOUTHERN GLAZER'S OF MN	1942791	04/13/2020	MERCHANDISE	609-49751-333	12.30
SOUTHERN GLAZER'S OF MN	1942792	04/13/2020	MERCHANDISE	609-49751-333	67.65
SOUTHERN GLAZER'S OF MN	1942793	04/13/2020	MERCHANDISE	609-49751-333	20.50
SOUTHERN GLAZER'S OF MN	5056632	04/03/2020	MERCHANDISE	609-49751-333	16.40
SOUTHERN GLAZER'S OF MN	5056633	04/03/2020	MERCHANDISE	609-49751-333	10.25
PHILLIPS WINE & SPIRITS	6020798	04/03/2020	MERCHANDISE	609-49751-333	4.35
PHILLIPS WINE & SPIRITS	6020799	04/03/2020	MERCHANDISE	609-49751-333	31.32
PHILLIPS WINE & SPIRITS	6022849	04/13/2020	MERCHANDISE	609-49751-333	116.41
PHILLIPS WINE & SPIRITS	6022850	04/13/2020	MERCHANDISE	609-49751-333	3.48
AH HERMEL COMPANY	822678	04/10/2020	MERCHANDISE	609-49751-333	6.95
PAUSTIS WINE COMPANY	85755	04/13/2020	MERCHANDISE	609-49751-333	12.50
CITIZEN PUBLISHING CO	20200331	04/10/2020	ADVERTISING	609-49751-340	910.00
MN ENERGY RESOURCES	20200409C	04/21/2020	#0507314125-00001	609-49751-383	218.92

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HOMETOWN SANITATION SER	0000364580	04/07/2020	GARBAGE SERVICE - RIVER BE	609-49751-384	169.00
ROYAL GLASS LLC	207	04/21/2020	RIVER BEND LIQUOR - SHIELD	609-49751-480	832.17
				Activity 49751 - Liquor Store Total:	63,905.63
				Fund 609 - LIQUOR STORE Total:	63,905.63
Fund: 614 - TELECOM					
POWER & TEL	6913196-00	04/15/2020	IMPROVEMENTS	614-16300	3,331.52
CALIX	214260	04/03/2020	#3437 - INVENTORY	614-16400	651.98
CALIX	214893	04/07/2020	INVENTORY	614-16400	8,017.46
					12,000.96

Activity: 49870 - Telecom

NCPERS MINNESOTA	8446000052020	04/22/2020	INSURANCE #844600 - MAY 2	614-49870-133	80.00
RAGE INC - CAMPUS CLEANER	18363	04/21/2020	#6153 - SERVICE - WINDOM N	614-49870-211	21.31
RAGE INC - CAMPUS CLEANER	19026	04/15/2020	#6153 - SERVICE - WINDOM N	614-49870-211	21.31
COTTONWOOD CO HWY DEPT	20200428	04/29/2020	UTILITY PERMIT - HWY 17 -BO	614-49870-303	100.00
COTTONWOOD CO HWY DEPT	20200428	04/29/2020	UTILITY PERMIT - HWY 17 -BO	614-49870-303	100.00
COTTONWOOD CO HWY DEPT	20200429	04/29/2020	UTILITY PERMIT - HWY 13 BO	614-49870-303	100.00
COTTONWOOD CO HWY DEPT	20200429	04/29/2020	UTILITY PERMIT - HWY 13 BO	614-49870-303	100.00
COTTONWOOD CO HWY DEPT	20200429	04/29/2020	UTILITY PERMIT - HWY 13 BO	614-49870-303	100.00
ANDREW WARD CONSULTING	INV-200409	04/22/2020	SERVICE #INV-200409	614-49870-303	3,000.00
INTERSTATE TRS FUND	82580760028	04/21/2020	ASSESSMENT FOR 499-1 FILIN	614-49870-304	263.92
GOPHER STATE ONE CALL	0030834	04/07/2020	LOCATES	614-49870-321	7.08
VERIZON WIRELESS	9852954671	04/28/2020	PHONE SERVICE #48657723	614-49870-321	295.98
SECR REV FUND/CITY OF WD	20200417	04/17/2020	PETTY CASH -	614-49870-322	1.20
SECR REV FUND/CITY OF WD	20200417	04/17/2020	PETTY CASH -	614-49870-322	1.20
SECR REV FUND/CITY OF WD	20200417	04/17/2020	PETTY CASH -	614-49870-322	1.20
INNOVATIVE SYSTEMS LLC	48224	04/07/2020	POSTAGE	614-49870-322	216.86
INNOVATIVE SYSTEMS LLC	47701	04/03/2020	ACS QUARTERLY 3-1 TO 6-30-	614-49870-326	900.00
INNOVATIVE SYSTEMS LLC	47733	03/31/2020	BILLING SYSTEM MAINTENAN	614-49870-326	1,521.00
INNOVATIVE SYSTEMS LLC	47733	03/31/2020	BILLING SYSTEM MAINTENAN	614-49870-326	875.00
INNOVATIVE SYSTEMS LLC	48090	04/03/2020	BILLIN GSYSTEM SOFTWARE S	614-49870-326	1,846.10
INNOVATIVE SYSTEMS LLC	48224	04/07/2020	PROCESSING	614-49870-326	174.88
MN ENERGY RESOURCES	20200406A	04/15/2020	#0507509833-00001	614-49870-383	111.11
HOMETOWN SANITATION SER	0000364583	04/09/2020	GARBAGE SERVICE - TELECOM	614-49870-384	82.99
CENTURY LINK	488853	04/21/2020	#MN COWM 72 - DIRECTORY	614-49870-441	286.56
CONSOLIDATED COMMUNICA	#507-151-0204/0 4-1-20	04/15/2020	10 GB TRANSPORT - APRIL 20	614-49870-442	1,443.00
AZAR COMPUTER SOFTWARE	141816	04/29/2020	CATV SUPPORT -	614-49870-442	2,145.00
SHOWTIME NETWORKS INC	19865	04/13/2020	SUBSCRIBER	614-49870-442	246.24
MLB NETWORK	20200331	04/13/2020	SUBSCRIBER	614-49870-442	411.81
CONSOLIDATED CALL CENTER	15788	04/09/2020	DA/OPERATOR ASSISTANCE	614-49870-445	120.73
NENA - CID	300011704	04/21/2020	#WNDM - SERVICE	614-49870-445	255.00
ICONECTIV	L-10158132	04/15/2020	#L-201353 - LNP SERVICE	614-49870-445	50.44
ZAYO GROUP, LLC	#027696 4-1-20	04/09/2020	TRANSPORT	614-49870-447	1,950.00
MANKATO NETWORKS, LLC	388970	04/21/2020	SERVICE	614-49870-447	1,480.00
ZAYO GROUP, LLC	#114184-002376 4-1-20	04/09/2020	TRANSPORT #114184-002376	614-49870-451	889.26
CENTURY LINK	#507-831-1075 104 4-16-20	04/29/2020	SERVICE #831-1075 104	614-49870-451	76.07
BALLARD SPAHR LLP	20200404683	04/28/2020	SERVICE #20200404683	614-49870-620	20,000.00
WOMBLE BOND DICKINSON (4332837	04/28/2020	MATTER #109095.0007.9 - TR	614-49870-620	7,500.00
				Activity 49870 - Telecom Total:	46,775.25
				Fund 614 - TELECOM Total:	58,776.21

Fund: 615 - ARENA

Activity: 49850 - Arena

NCPERS MINNESOTA	8446000052020	04/22/2020	INSURANCE #844600 - MAY 2	615-49850-133	32.00
VERIZON WIRELESS	9852954671	04/28/2020	PHONE SERVICE #48657723	615-49850-321	65.27
MN ENERGY RESOURCES	20200409D	04/21/2020	#0504094426-00001	615-49850-383	908.23
HOMETOWN SANITATION SER	0000364584	04/07/2020	GARBAGE SERVICE - ARENA	615-49850-384	143.98
				Activity 49850 - Arena Total:	1,149.48
				Fund 615 - ARENA Total:	1,149.48

Expense Approval Report

Payment Dates: 04172020 - 04302020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 617 - M/P CENTER					
Activity: 49860 - M/P Center					
NCPERS MINNESOTA	8446000052020	04/22/2020	INSURANCE #844600 - MAY 2	617-49860-133	64.00
VERIZON WIRELESS	9852954671	04/28/2020	PHONE SERVICE #48657723	617-49860-321	43.21
CITIZEN PUBLISHING CO	20200331	04/10/2020	ADVERTISING	617-49860-340	275.00
MN ENERGY RESOURCES	20200409	04/15/2020	#0503741572-00001	617-49860-383	880.39
HOMETOWN SANITATION SER	0000364585	04/06/2020	GARBAGE SERVICE- COMM CE	617-49860-384	68.98
Activity 49860 - M/P Center Total:					1,331.58
Fund 617 - M/P CENTER Total:					1,331.58
Fund: 700 - PAYROLL					
Internal Revenue Service-Payr	INV0001745	04/24/2020	Federal Tax Withholding	700-21701	10,064.06
MN Department of Revenue -	INV0001746	04/24/2020	State Withholding	700-21702	4,605.70
Internal Revenue Service-Payr	INV0001745	04/24/2020	Social Security	700-21703	12,194.62
MN Pera	INV0001742	04/24/2020	PERA	700-21704	832.70
MN Pera	INV0001742	04/24/2020	PERA	700-21704	8,023.71
MN Pera	INV0001742	04/24/2020	PERA	700-21704	13,704.82
MN State Deferred	INV0001743	04/24/2020	Deferred Roth	700-21705	2,155.00
MN State Deferred	INV0001743	04/24/2020	Deferred Compensation	700-21705	7,008.85
LOCAL UNION #949	20200421	04/21/2020	UNION DUES - APRIL 2020	700-21707	1,768.02
LAW ENFORCEMENT LABOR S	20200421	04/21/2020	POLICE UNION DUES - APRIL 2	700-21708	434.00
MN CHILD SUPPORT PAYMEN	INV0001744	04/24/2020	Child Support Payment	700-21709	97.83
Internal Revenue Service-Payr	INV0001745	04/24/2020	Medicare Withholding	700-21711	3,622.32
FURTHER (Select Account)	39404853	04/22/2020	FLEX SPENDING	700-21712	611.16
AFLAC	365004	04/21/2020	INSURANCE - APRIL 2020 - AF	700-21715	320.22
AFLAC	365004	04/21/2020	INSURANCE - APRIL 2020 PRE	700-21716	606.15
MN BENEFIT ASSOCIATION	2020-0092010	04/17/2020	INSURANCE - 5-1-2020 - PRE T	700-21717	4.84
NCPERS MINNESOTA	8446000052020	04/22/2020	INSURANCE #844600 - MAY 2	700-21718	16.00
NCPERS MINNESOTA	8446000052020	04/22/2020	INSURANCE #844600 - MAY 2	700-21718	16.00
MN BENEFIT ASSOCIATION	2020-0092010	04/17/2020	INSURANCE - 5-1-2020 - AFTE	700-21719	129.76
FURTHER (Select Account)	INV0001741	04/24/2020	HSA Employee Contribution	700-21723	382.31
					66,598.07
Fund 700 - PAYROLL Total:					66,598.07
Grand Total:					935,332.86

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	19,501.96
211 - LIBRARY	253.96
225 - AIRPORT	1,646.73
235 - AMBULANCE	3,891.31
250 - EDA GENERAL	577.21
254 - NORTH IND PARK	117.70
308 - 2020 STREET PROJECT	11,127.68
401 - GENERAL CAPITAL PROJECTS	1,210.50
601 - WATER	6,653.70
602 - SEWER	402,451.01
604 - ELECTRIC	296,140.13
609 - LIQUOR STORE	63,905.63
614 - TELECOM	58,776.21
615 - ARENA	1,149.48
617 - M/P CENTER	1,331.58
700 - PAYROLL	66,598.07
Grand Total:	935,332.86

Account Summary

Account Number	Account Name	Payment Amount
100-41110-200	Office Supplies	200.85
100-41110-491	Payments to Other Orga	2,731.90
100-41310-133	Employer Paid Insurance	80.00
100-41310-200	Office Supplies	61.28
100-41310-217	Other Operating Supplie	158.25
100-41310-321	Telephone	46.16
100-41310-322	Postage	14.98
100-41310-350	Printing & Design	78.40
100-41310-480	Other Miscellaneous	55.69
100-41910-133	Employer Paid Insurance	24.00
100-41910-200	Office Supplies	37.38
100-41910-321	Telephone	77.14
100-41940-383	Gas Utility	464.54
100-41940-384	Refuse Disposal	92.98
100-42120-133	Employer Paid Insurance	144.00
100-42120-200	Office Supplies	83.41
100-42120-304	Legal Fees	3,957.50
100-42120-305	Medical & Dental Fees	167.00
100-42120-322	Postage	72.60
100-42120-323	Radio Units	114.95
100-42120-326	Data Processing	136.00
100-42120-404	Repairs & Maint - M&E	2,560.29
100-42120-405	Repairs & Maint - Vehicl	396.00
100-42120-412	Rentals - Building	1,950.00
100-42120-419	Vehicle Lease	1,653.23
100-42120-480	Other Miscellaneous	28.00
100-42220-383	Gas Utility	444.01
100-42220-384	Refuse Disposal	44.10
100-42220-404	Repairs & Maint - M&E	171.00
100-43100-133	Employer Paid Insurance	80.00
100-43100-224	Street Maint Materials	250.00
100-43100-241	Small Tools	1,117.20
100-43100-321	Telephone	44.50
100-43100-350	Printing & Design	78.40
100-43100-383	Gas Utility	418.63
100-43100-384	Refuse Disposal	92.98
100-43100-404	Repairs & Maint - M&E	1,066.07

Account Summary

Account Number	Account Name	Payment Amount
100-43100-405	Repairs & Maint - Vehicl	142.18
100-45202-133	Employer Paid Insurance	16.00
100-45202-340	Advertising & Promotion	78.40
100-45202-384	Refuse Disposal	71.96
211-45501-133	Employer Paid Insurance	16.00
211-45501-383	Gas Utility	237.96
225-45127-321	Telephone	26.70
225-45127-381	Electric Utility	792.98
225-45127-406	Repairs & Maint - Groun	376.05
225-45127-409	Repairs & Maint - Utilitie	451.00
235-42153-217	Other Operating Supplie	21.22
235-42153-321	Telephone	112.42
235-42153-322	Postage	8.25
235-42153-326	Data Processing	2,548.00
235-42153-334	Meals/Lodging	109.96
235-42153-383	Gas Utility	296.00
235-42153-384	Refuse Disposal	29.40
235-42153-405	Repairs & Maint - Vehicl	166.06
235-42153-480	Other Miscellaneous	600.00
250-46520-133	Employer Paid Insurance	24.00
250-46520-200	Office Supplies	74.77
250-46520-321	Telephone	26.96
250-46520-350	Printing & Design	79.50
250-46520-433	Dues & Subscriptions	30.00
250-46520-438	Meeting Expense	3.00
250-46520-480	Other Miscellaneous	338.98
254-46520-381	Electric Utility	117.70
308-41000-303	Engineering and Surveyi	11,127.68
401-49950-439	Special Projects	1,210.50
601-14200	Inventory	666.22
601-49400-133	Employer Paid Insurance	32.00
601-49400-216	Chemicals and Chemical	1,437.20
601-49400-321	Telephone	323.33
601-49400-322	Postage	216.86
601-49400-326	Data Processing	1,452.88
601-49400-383	Gas Utility	502.00
601-49400-386	Landfill	744.67
601-49400-404	Repairs & Maint - M&E	124.98
601-49400-408	Repairs & Maint - Distrib	345.29
601-49400-480	Other Miscellaneous	808.27
602-16200	Buildings	394,031.75
602-49450-133	Employer Paid Insurance	48.00
602-49450-216	Chemicals and Chemical	1,196.31
602-49450-310	Lab Testing	748.80
602-49450-321	Telephone	52.39
602-49450-322	Postage	216.85
602-49450-326	Data Processing	1,452.88
602-49450-381	Electric Utility	228.20
602-49450-383	Gas Utility	366.13
602-49450-404	Repairs & Maint - M&E	75.00
602-49450-408	Repairs & Maint - Distrib	3,917.50
602-49450-480	Other Miscellaneous	117.20
604-14200	Inventory	387.30
604-16440	Motor Vehicles	51,575.00
604-22000	Prepayments	186.18
604-49550-133	Employer Paid Insurance	96.00
604-49550-200	Office Supplies	21.36
604-49550-218	Uniforms	172.50

Account Summary

Account Number	Account Name	Payment Amount
604-49550-263	Merchandise for Resale -	231,323.31
604-49550-310	Lab Testing	256.14
604-49550-321	Telephone	112.56
604-49550-322	Postage	216.86
604-49550-326	Data Processing	1,919.78
604-49550-383	Gas Utility	255.36
604-49550-384	Refuse Disposal	94.98
604-49550-402	Repairs & Maint - Struct	202.93
604-49550-408	Repairs & Maint - Distrib	3,877.23
604-49550-410	Repairs & Maint - Gener	332.12
604-49550-411	Repairs & Maint - Sub St	709.26
604-49550-413	Repairs & Maint - Trans	1,624.50
604-49550-450	Conservation	2,776.76
609-49751-133	Employer Paid Insurance	32.00
609-49751-200	Office Supplies	137.09
609-49751-211	Cleaning Supplies	123.07
609-49751-217	Other Operating Supplie	25.80
609-49751-251	Liquor	23,998.88
609-49751-252	Beer	23,949.48
609-49751-253	Wine	7,247.70
609-49751-254	Soft Drinks & Mix	5,370.26
609-49751-256	Tobacco Products	180.26
609-49751-261	Other Merchandise	117.34
609-49751-333	Freight and Express	593.66
609-49751-340	Advertising & Promotion	910.00
609-49751-383	Gas Utility	218.92
609-49751-384	Refuse Disposal	169.00
609-49751-480	Other Miscellaneous	832.17
614-16300	Improvements Other Th	3,331.52
614-16400	Machinery & Equipment	8,669.44
614-49870-133	Employer Paid Insurance	80.00
614-49870-211	Cleaning Supplies	42.62
614-49870-303	Engineering and Surveyi	3,500.00
614-49870-304	Legal Fees	263.92
614-49870-321	Telephone	303.06
614-49870-322	Postage	220.46
614-49870-326	Data Processing	5,316.98
614-49870-383	Gas Utility	111.11
614-49870-384	Refuse Disposal	82.99
614-49870-441	Transmission Fees	286.56
614-49870-442	Subscriber Fees	4,246.05
614-49870-445	Switch Fees	426.17
614-49870-447	Internet Expense	3,430.00
614-49870-451	Call Completion	965.33
614-49870-620	Bond Issue	27,500.00
615-49850-133	Employer Paid Insurance	32.00
615-49850-321	Telephone	65.27
615-49850-383	Gas Utility	908.23
615-49850-384	Refuse Disposal	143.98
617-49860-133	Employer Paid Insurance	64.00
617-49860-321	Telephone	43.21
617-49860-340	Advertising & Promotion	275.00
617-49860-383	Gas Utility	880.39
617-49860-384	Refuse Disposal	68.98
700-21701	Federal Withholding	10,064.06
700-21702	State Withholding	4,605.70
700-21703	FICA Tax Withholding	12,194.62
700-21704	PERA Contributions	22,561.23

Account Summary

Account Number	Account Name	Payment Amount
700-21705	Retirement	9,163.85
700-21707	Union Dues	1,768.02
700-21708	PD Union Dues	434.00
700-21709	Wage Levy	97.83
700-21711	Medicare Tax Withholdi	3,622.32
700-21712	Flex Account	611.16
700-21715	Individual Insurance-Afla	320.22
700-21716	Individual Insurance-Afla	606.15
700-21717	Individual Insurance-MB	4.84
700-21718	Individual Insurance-NC	32.00
700-21719	Individual Insurance-MB	129.76
700-21723	HSA Employee Contribu	382.31
	Grand Total:	<u>935,332.86</u>

Project Account Summary

Project Account Key	Payment Amount
None	935,332.86
Grand Total:	<u>935,332.86</u>

CA
4.30.2020

RESOLUTION #2020-

INTRODUCED:

SECONDED:

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

2020 NATIONAL HOSPITAL WEEK PROCLAMATION

WHEREAS, National Hospital Week is May 10-16, 2020, “Where Health Comes First” #MyHospital stands with the more than 5,000 other U.S. hospitals in providing quality patient care to all Americans #HospitalWeek; and

WHEREAS, individuals all across the country will be celebrating this event; and

WHEREAS, the hard working people who compose our hospitals deserve universal regard and appreciation for keeping our community healthy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that in recognition of this event, the City Council does hereby proclaim the week of May 10-16, 2020, as

NATIONAL HOSPITAL WEEK.

The Mayor and City Council encourage the community members to express their appreciation with a sincere “Thank You” to all the dedicated people who provide the skill, facilities and technologies that make trustworthy, reliable, quality patient health care possible in our community.

Adopted by the Council this 5th day of May, 2020.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

RESOLUTION #2020-

INTRODUCED:

SECONDED:

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

City of Windom 2020 EMS Week Proclamation

WHEREAS, emergency medical services are vital public services; and

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council in recognition of this event with the theme, *EMS Strong: Stronger Together*, does hereby proclaim the week of May 17-23 2020, as

EMERGENCY MEDICAL SERVICES WEEK.

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

Adopted by the Council this 5th day of May, 2020.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

RESOLUTION #2020-

INTRODUCED:

SECONDED:

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

2020 DRINKING WATER WEEK PROCLAMATION

WHEREAS, water is our most valuable natural resource; and

WHEREAS, healthy communities and a vibrant economy rely on safe and reliable drinking water; and

WHEREAS, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and

WHEREAS, dedicated City Water Operators work every day to operate, maintain, and manage the City of Windom's water system and deserve our gratitude for their tireless efforts to keep our water safe and flowing; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, public awareness of the importance of safe tap water is critical to supporting and sustaining this resource; and

WHEREAS, each citizen of our city is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water sources.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the week of May 3-9, 2020, is proclaimed as Drinking Water Week. All residents are encouraged to help protect our source waters, practice water conservation, and to thank your local Water Operators for ensuring clean safe drinking water for our community.

Adopted by the Council this 5th day of May, 2020.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

RESOLUTION #2020-

INTRODUCED:

SECONDED:

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

**AUTHORIZATION TO ACCEPT A DONATION
FOR THE WINDOM AMBULANCE DEPARTMENT
FROM PAUL LANGLAND AND CHILDREN**

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, Paul Langland and his children are supporters of the City of Windom Ambulance Department for their care to the Community; and

WHEREAS, the Windom Ambulance Department has received a donation from Paul Langland and his Children of \$500.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the donation of \$500.00 from Paul Langland and his Children to be used for items needed for the Windom Ambulance Department.

Adopted by the Council this 5th day of May, 2020.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

RESOLUTION #2020-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

A RESOLUTION AWARDING THE CONTRACT FOR THE PROJECT ENTITLED "2020 AIRPORT RUNWAY PAPIs, MIRLS & THRESHOLD LIGHTS PROJECT"

WHEREAS, pursuant to an advertisement for bids for the project entitled "2020 Airport Runway PAPIs, MIRLS and Threshold Lights Project", bids were received, opened and tabulated according to law, and the following bids were in compliance with the advertisement:

	Total Bid
Werner Bros. Inc.	\$153,890.00
Meier Electric, Inc.	\$161,028.00
Neo Electrical	\$162,180.92

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

	Total Bid
Werner Bros. Inc.	\$153,890.00

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

1. Bid award is contingent upon issuance of a Grant Offer of Federal funding from the Federal Aviation Administration and the State of Minnesota Department of Transportation.
2. A "Notice of Award" shall be issued to the above low bidder.
3. The Mayor and City Administrator are hereby authorized and directed to enter into the contract with the above low bidder, in the name of the City of Windom, for the completion of the project entitled "2020 Airport Runway PAPIs, MIRLS and Threshold Lights Project" according to the plans and specifications approved by the City Council and on file in the Office of the City Administrator.
4. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except for the deposits of the successful bidder and the next lowest bidder which shall be retained until the contract has been signed.

Adopted by the Council this 5th day of May, 2020.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator



MEMORANDUM

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

FROM: Lindsay Reidt, PE

DATE: April 29, 2020

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

PROJECT SCOPE:

Competitive bids were received for the 2020 Runway 17/35 Precision Approach Path Indicator (PAPI) lighting systems and Medium Intensity Runway Lighting (MIRL) and Threshold Lights update project at the Windom Municipal Airport. The project includes the addition of a PAPI system to each runway end and runway lighting updates to meet current standards for a non-precision instrument approach runway.

Bid RESULTS – 2019 Hangar Construction:

On Tuesday April 28, 2020, contractors submitted bids for the 2020 lighting project. The Engineer’s estimate for the project was \$202,250. Three (3) bids were submitted, with the results as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Werner Bros, Inc.	\$153,890.00
Meier Electric, Inc.	\$161,028.00
Neo Electrical Solutions	\$162,180.92

SEH RECOMMENDATION:

Based on the outcome of the bids and the company reputations, it is our recommendation that the City of Windom award the 2020 Runway 17 & 35 PAPIs & Update MIRLs & Threshold Lights project to Werner Bros, Inc, contingent on reception of the FAA and MnDOT Aeronautics grant.

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

PROJECT COST SUMMARY:

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

Rwy 17 & 35 PAPIs & Update MIRLs & Thshld Lights (Werner Bros, Inc.)	\$ 153,890.00
FAA Flight Inspection (Reimbursable Agreement)	\$ 9,098.46
Engineering & Construction Administration (SEH)	\$ 53,600.00
Administration (City of Windom) (estimated)	\$ 5,000.00
TOTAL PROJECT COSTS (APPROX):	\$ 221,588.46

The eligible portions of the project are anticipated to fully funded by a 100 percent FAA grant. This is due to the recently passed stimulus CARES Act, which granted \$10 billion in additional funding to the FAA to use to help communities fund airport improvement projects during FY2020. Your project will

still be funded by entitlement dollars for 90 percent of the project and the CARES Act funds will cover the remaining 10 percent.



TABULATION OF BIDS

2020 Runway 17 & 35 PAPIs and Update MIRLS & Threshold Lights Windom Municipal Airport, Windom, MN SEH No.: WINDM 154865 Bid Date: 2:00 p.m. Tuesday, April 28, 2020				Engineer's Estimate \$202,250.00		Werner Bros. Inc. 233 N. Hill St. Marshall, MN 56258 \$153,890.00		Meier Electric Inc of Marshall 1004 West Main Street Marshall, MN 56258 \$161,028.00		Neo Electrical Solutions 2180 Jack Breault Drive Hudson, WI 54016 \$162,180.92	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
70-08	Traffic Provision/Airport Security & Devices/Phasing	LS	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$5,995.00	\$5,995.00	\$1,150.00	\$1,150.00
C-105-5.1	Mobilization	LS	1	15,000.00	15,000.00	11,000.00	11,000.00	5,160.00	5,160.00	5,500.00	5,500.00
50-06	Construction Layout and Staking	LS	1	5,000.00	5,000.00	4,000.00	4,000.00	3,316.00	3,316.00	1,000.00	1,000.00
50-11	Maintenance & Restoration of Haul Roads	LS	1	500.00	500.00	1,000.00	1,000.00	1,654.00	1,654.00	500.00	500.00
L-108-5.2	#8, 5kV Cable, Installed in Duct	LF	12000	1.50	18,000.00	1.00	12,000.00	1.08	12,960.00	1.10	13,200.00
L-108-5.3	#6, 600V Cable, Installed in Duct	LF	5000	1.50	7,500.00	0.93	4,650.00	1.03	5,150.00	1.15	5,750.00
L-110-5.1	2-Inch Sch. 80 PVC or HDPE Duct, Inc. Trench	LF	5000	5.00	25,000.00	4.50	22,500.00	3.89	19,450.00	3.21	16,050.00
L-110-5.2	3-Inch Sch 80 PVC/HDPE Duct, Directional Boring	LF	150	50.00	7,500.00	42.00	6,300.00	14.54	2,181.00	41.00	6,150.00
L-125-5.1	Replace Runway Edge Lights Glass Globes (W/Y)	EA	35	150.00	5,250.00	75.00	2,625.00	110.00	3,850.00	102.00	3,570.00
L-125-5.2	Medium Intensity Threshold Light	EA	4	1,500.00	6,000.00	850.00	3,400.00	965.00	3,860.00	1,420.00	5,680.00
L-125-5.3	PAPI System	EA	2	30,000.00	60,000.00	22,000.00	44,000.00	25,484.00	50,968.00	28,000.00	56,000.00
L-125-5.4	Handhole	EA	8	1,000.00	8,000.00	770.00	6,160.00	695.00	5,560.00	1,155.74	9,245.92
L-125-5.5	7.5KW Regulator	EA	1	15,000.00	15,000.00	10,255.00	10,255.00	10,015.00	10,015.00	12,235.00	12,235.00
L-125-5.6	Vault Electrical Systems & Testing	LS	1	20,000.00	20,000.00	20,000.00	20,000.00	26,615.00	26,615.00	19,500.00	19,500.00
T-901-5.1	Turf Restoration	LS	1	5,000.00	5,000.00	1,500.00	1,500.00	2,894.00	2,894.00	5,200.00	5,200.00
T-905-5.1	Select Topsoil Borrow	CY	50	40.00	2,000.00	40.00	2,000.00	28.00	1,400.00	29.00	1,450.00
TOTAL BID PRICE					\$202,250.00	\$153,890.00	\$161,028.00	\$162,180.92			

**Contract
Amendment No. 1
Between**

**The City of Windom (Owner) and
Short Elliott Hendrickson Inc. (SEH) (Consultant)**

Dated: April 29, 2020

The Contract between the Owner and Consultant dated March 4, 2020 shall be amended to include construction administration, observation, and closeout for the 2020 Runway 17 & 35 PAPIs & Update MIRLs & Threshold Lights at the Windom Municipal Airport (Windom, MN).

Unless specifically modified by this Amendment, the original contract provisions remain in effect. A description of the additional services is included in Attachment A.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$25,000.

Detailed estimates of labor cost and expenses is enclosed (Attachment B).

APPROVED:

City of Windom

Short Elliott Hendrickson Inc.

Title: _____

Shawn McMahon,
PE

Date

Date

Attest Title: _____

Attachment A
Project Scope and Scope of Engineering Services
2020 Runway 17 & 35 PAPIs and Update MIRLs & Threshold Lights
Windom Municipal Airport
Windom, Minnesota

CONSTRUCTION ADMINISTRATION / OBSERVATION / CLOSEOUT

Project Description and Scope

This project consists of construction administration services for installation of PAPIs to Runway 17 & 35 and updates to the MIRLs and Threshold Lights.

This proposal will provide engineering services associated with the construction phase of the project. The time of substantial completion for construction is 14 calendar days. It is anticipated that work will be performed during the weekdays. Materials are expected to be ordered upon receipt of the grant and construction is anticipated to start dependent on the schedule of the materials.

SCOPE OF SERVICES:

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

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

9. As-Built ALP Update. The Airport Layout Plan Sheet will be updated and routed to the City, MnDOT and FAA.
10. FAA Project Closeout Report. The Consultant will prepare a "Project Closeout Report" as required by the FAA and using "Sponsors Guide to Quality Project Closeout Report Requirements" (FAA Publication).
11. Project Management. Time required for the overall administering of the project, including preparing contract modifications, reviewing quality control and testing results, and coordination with the City, Contractor, FAA, Mn/DOT, and other regulatory agencies and utilities.

Subconsultants performing work under this proposal include the following:

1. Barr Engineering. Electrical reviews and inspections will be completed by Barr Engineering of Bloomington, Minnesota.

ATTACHMENT B
ESTIMATED FEES AND EXPENSES
2020 Runway 17 & 35 PAPIs and Update MIRLs & Threshold Lights
Construction Observation, Administration and Closeout
Windom Municipal Airport

Task No.	Task Description	Project Manager	Project Engineer	Admin Technician		
1	Establish Survey Control	0	4	0		
2	Preconstruction Activities	4	4	0		
3	Submittal and Shop Drawing Review	2	2	0		
4	Construction Observation	6	80	0		
5	Progress Meetings	2	2	0		
6	Pay Estimates	2	2	2		
7	Final Inspection/Punchlist	2	4	0		
8	Record Drawings	0	4	0		
9	As-Built ALP Update	0	2	0		
10	FAA Project Close-out Report	2	4	2		
11	Project Management	5	2	2		
	Total hours per labor category	25	110	6		

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	25	\$57.64	\$1,441.00
Project Engineer	110	\$29.70	\$3,267.00
Admin Technician	6	\$29.15	\$174.90
Total Direct Labor Costs:	141		\$4,882.90
Salary Overhead (35%)			\$1,709.02
General and Administrative Overhead (137%)			\$6,689.57
Total Labor Costs			\$13,281.49
Fee (15%)			\$1,992.22

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Employee Mileage	1000	\$0.57	\$570.00
Construction Auto Allowance	10	\$16.00	\$160.00
Per Diem	10	\$131.00	\$1,310.00
Electrical Subconsultant (Barr Engineering)	1	\$6,800.00	\$6,800.00
Equipment Usage	141	\$3.00	\$423.00
Reproductions / Miscellaneous	1	\$500.00	\$500.00
Total Expenses			\$9,763.00

SUMMARY:

Total Labor Costs + Expenses + Fees	\$25,036.71
Estimated Total	\$25,000.00



April 27, 2020

Ms. Lindsay Reidt, PE
SHORT, ELLIOTT, HENDRICKSON, INC.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

**RE: WINDOM, MN AIRPORT – RUNWAY 17/35 PAPI PROJECT – CONSTRUCTION PHASE
PROPOSAL FOR ELECTRICAL ENGINEERING SERVICES**

Dear Lindsay:

Thank you for contacting us regarding construction phase services for Grand Rapids, MN Airport Runway 17/35 project, anticipated for the summer of 2020. We are providing this letter to outline our understanding of the project, our proposed scope of services, and our proposed fees for the design and bid phase of the project.

PROJECT DESCRIPTION

This project consists of the continuation of services of the recently designed Windom Runway 17/35 PAPI project, for the construction phase of the project. Below we outline the proposed scope of services, with associated fees.

SCOPE OF SERVICES

In support of your efforts, Barr proposes to provide the following subconsultant services to Short, Elliott, Hendrickson (SEH):

1. Attend pre-construction meeting via teleconference if requested.
2. Shop drawing review.
3. Interim construction progress site visit, travel by automobile.
4. Provide final inspection, travel by SEH air.
5. As-built drawing review.
6. Respond to RFI's by phone or email as they arise.

PROPOSED FEE

Barr Engineering proposes to provide the outlined scope of services to SEH on an hourly basis to a maximum budget of \$6,800.

Services are billed monthly according to the work completed. Reimbursables such as automobile mileage are included in the total above.

Thank you for the opportunity to present this proposal. We look forward to working with you on this project.

Sincerely,

BARR ENGINEERING CO.



Mark E. Ziemer, P.E.

Senior Electrical Engineer

RESOLUTION #2020-

INTRODUCED:

SECONDED:

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

**RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND
DELIVERY OF \$4,240,000 GENERAL OBLIGATION
IMPROVEMENT BONDS, SERIES 2020B**

BE IT RESOLVED, by the City Council (the "Council") of the City of Windom, Cottonwood County, Minnesota (the "Issuer"), as follows:

1.01 Authority and Purpose.

A. Pursuant to authority contained in Minnesota Statutes, Chapters 429 and 475 and the Issuer's Home Rule Charter, the City Council directs the issuance and sale of \$4,240,000 General Obligation Improvement Bonds, Series 2020B of the Issuer (the "Bonds"), for the purpose of (i) financing a portion of the costs of the Issuer's 2020 street improvement project which are to be paid for in part by special assessments levied or to be levied upon benefited property (the "Project"); and (ii) for payment of the issuance costs of the Bonds. The principal of and interest on the Bonds shall be paid primarily from special assessments levied upon benefited property (the "Special Assessments") and ad valorem taxes (the "Taxes" and together with the Special Assessments, the "Pledged Revenues"). The Project is ordered as required by Minnesota Statutes, Section 429.091, Subdivision 1.

B. The Bonds shall provide funds to finance the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. Work on the Project shall proceed with due diligence to completion. The Issuer covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

1.02 Findings. It is necessary and desirable that the Issuer issue its \$4,240,000 General Obligation Improvement Bonds, Series 2020B (the "Bonds"), to finance the Project.

1.03 Independent Municipal Advisor. The Issuer has retained the services of Ehlers & Associates, Inc., as its independent municipal advisor.

1.04 Award of Sale. The Issuer has received an offer from Robert W. Baird & Co., Inc. of Milwaukee, Wisconsin (the "Purchaser"), to purchase the Bonds at a cash price of \$4,356,925.78 plus accrued interest on the total principal amount from May 27, 2020, to the date of delivery of the Bonds (the "Accrued Interest") and upon condition that the Bonds mature and bear interest at the times and annual rates set forth in Section 2. The Issuer, after due

consideration, finds such offer reasonable and proper and the offer of the Purchaser is hereby accepted. The actions of the Mayor and the Administrator taken with respect to execution on the part of the Issuer of a contract for the sale of the Bonds in accordance with the Purchaser's proposal are hereby ratified and approved.

Section 2. Terms of the Bonds.

2.01 Date and Maturities. A. The Bonds shall be (i) issued as fully-registered bonds, (ii) designated "\$4,240,000 General Obligation Improvement Bonds, Series 2020B," (iii) dated May 27, 2020, as the date of original issue, (iv) issued in the denomination of \$5,000, or any integral multiple thereof, (v) issued in fully registered form, and (vi) lettered and numbered R-1 and upward.

B. The Bonds shall mature on February 1 in the years and amounts stated below and shall bear interest from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue until paid at the rates per annum set forth below opposite such years and amounts:

Year	Principal	Interest Rate
2022	\$180,000	3.000%
2023	\$185,000	3.000%
2024	\$190,000	3.000%
2025	\$190,000	3.000%
2026	\$195,000	3.000%
2027	\$205,000	3.000%
2028	\$210,000	3.000%
2029	\$215,000	3.000%
2030	\$220,000	3.000%
2031	\$230,000	3.000%
2032	\$240,000	2.000%
2033	\$245,000	2.000%
2034	\$250,000	2.125%
2035	\$255,000	2.250%
2036	\$255,000	2.250%
2037	\$185,000	2.375%
2038	\$185,000	2.375%
2039	\$195,000	2.500%
2041	\$410,000	2.500%

C. The maturities of the Bonds, together with the maturities of all other outstanding general obligation bonds of the Issuer, meet the requirements of Minnesota Statutes, Section 475.54.

2.02 Interest Payment Dates; Record Date.

A. The Bonds shall bear interest at the annual rates stated therefor in Section 2.01. The interest shall be payable semiannually on February 1 and August 1 in each year (each referred to herein as an "Interest Payment Date") commencing on February 1, 2021. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

B. The Bond Registrar designated below shall make all interest payments with respect to the Bonds by check or draft mailed to the person in whose name each Bond is registered (the "Holder") and in each case at the address shown on the bond registration records maintained by the Bond Registrar at the close of business on the 15th day (whether or not on a business day) of the calendar month next preceding the Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The term "Holder" shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

C. If the date for payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

2.03 Redemption. A. The Bonds maturing on and prior to February 1, 2029 shall not be subject to redemption and prepayment before maturity, but those maturing, or subject to mandatory redemption, after such date and in subsequent years shall each be subject to redemption and prepayment at the option of the Issuer on such date and on any day thereafter, in whole or in part, at a price equal to the principal amount thereof plus accrued interest to the redemption date.

B. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Bond Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not more than 60 and not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Bond Registrar and by publishing the notice of redemption, if required by law, in the manner required by Minnesota Statutes, Section 475.54, Subdivision 4; provided, however, that so long as the Bonds are registered in the name of Cede & Co., notice of redemption shall be given in accordance with the terms of the

Representation Letter. Failure to give notice by mail to any registered owner, or any defect therein, will not affect the validity of any proceeding for the redemption of Bonds not affected by such defect or failure. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

C. If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest.

D. The Bonds maturing on February 1 in the year 2041 shall be subject to mandatory redemption prior to maturity pursuant to the requirements of this Section 2.03D at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Bond Registrar, as designated below, shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts:

For Bonds maturing on February 1, 2041:

Year	Amount
2040	\$205,000
2041	\$205,000

Section 3. Registration; Global Book Entry System.

3.01 Designation of Bond Registrar. The City Council appoints Bond Trust Services Corporation, Roseville, Minnesota, as registrar, authenticating agent and transfer agent for the Bonds (such bank or its successors is herein referred to as the "Bond Registrar"), and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract which the Issuer and the Bond Registrar shall execute which is consistent herewith and which the Mayor and Administrator are authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to the Act. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Mayor and Administrator are authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Bonds to the registered Holders (or record Holders) of the Bonds in the manner set forth herein. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

3.02 Designation of Depository. DTC, a Securities and Exchange Commission designated depository, a limited purpose New York trust company, a member of the Federal Reserve System, and a “clearing corporation” within the meaning of the New York Uniform Commercial Code, is designated as the depository (the “Depository”) with respect to the Bonds.

3.03 Authentication of Bonds. No Bond shall be valid or obligatory for any purpose unless or until either (i) the Bond Registrar’s authentication certificate on such Bond, substantially set forth in Section 4.01 hereof, shall have been duly executed by an authorized representative of the Bond Registrar or (ii) the Bonds have been manually executed by at least one officer of the City Council. Authentication certificates on different Bonds need not be signed by the same representative. The Bond Registrar shall authenticate each Bond by execution of the Certificate of Authentication on the Bond and shall date each Bond in the space provided as of the date on which the Bond is registered. For purposes of delivering the original Bonds, the Bond Registrar shall insert as the date of registration the date of original issue. The executed Authentication Certificate or the manual signature of at least one officer of the City Council on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

3.04 Bond Register; Transfer; Exchange.

A. The Issuer shall cause to be kept by the Bond Registrar at its principal office, a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the City Council.

B. Upon surrender for transfer of any Bond at the principal corporate office of the Bond Registrar, the Issuer shall execute, if required by law or this Resolution, and the Bond Registrar shall authenticate, if required by law or this Resolution, date (in the space designated Date of Registration) and deliver, in the name(s) of the designated transferee or transferees, one or more new Bonds of the like aggregate principal amount having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of “bearer” or similar designation. Transfer of a Bond may be made on the Issuer’s books by the registered owner in person or by the registered owner’s attorney duly authorized in writing. Transfers shall be subject to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Issuer and the Bond Registrar shall not be required to make any transfer or exchange of any Bonds called for redemption or to make any such exchange or transfer of the Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of the Bonds.

C. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond

Registrar, duly executed by the registered owner thereof, with signature guaranteed, or by the registered Holder's attorney duly authorized in writing, and shall include written instructions as to the details of the transfer of the Bond. When any Bond is presented to the Bond Registrar for transfer, the Bond Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Bond Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

D. At the option of the Holder, replacement Bonds may be exchanged for Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute (if required by law or this Resolution), and the Bond Registrar shall authenticate (if required by law or this Resolution), date (in the space designated Date of Registration) and deliver the replacement Bonds which the Holder making the exchange is entitled to receive. Bonds registered in the name of Cede & Co. may not be exchanged for Bonds of smaller denominations.

E. All Bonds surrendered upon any exchange or transfer provided for in this Resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the Issuer.

F. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Bond. All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this Resolution as the Bonds surrendered for such exchange or transfer, and shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

G. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

H. Bonds registered in the name of Cede & Co. may not after their original delivery, be transferred or exchanged except in accordance with the terms and conditions of the Representation Letter and:

- (i) upon exchange of a Bond after a partial redemption, if provided in Section 2.03 of this Resolution;
- (ii) to any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to clause (iii) below; provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code,

Minnesota Statutes, Section 336.8-102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) to a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the Issuer that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) above; or

(iv) in the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the Issuer shall notify the Holders of its determination and of the availability of replacement Bonds to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Section 3 of this Resolution.

I. In the event of the designation of a Substitute Depository as authorized by clause H., the Bond Registrar, upon presentation of a Bond, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this Resolution. The Representation Letter shall not apply to the Substitute Depository unless the Issuer and the Substitute Depository so agree, and the execution of a similar agreement is authorized.

3.05 Persons Deemed Owners; Payment.

A. The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in Section 2.02 above), on such Bond and for all other purposes whatsoever, whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

B. For the purposes of all actions, consents and other matters affecting Holders of Bonds issued under this Resolution as from time to time supplemented, other than payments, redemptions, and purchases, the Issuer may (but shall not be obligated to) treat as the Holder of a Bond the beneficial owner of the Bond instead of the person in whose name the Bond is registered. For that purpose, the Issuer may ascertain the identity of the beneficial owner of the Bond by such means as the Bond Registrar in its sole discretion deems appropriate, including but not limited to a certificate from the Depository or other person in whose name the Bond is registered identifying such beneficial owner.

C. The principal of and interest on the Bonds shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The Issuer shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of principal and interest.

3.06 Use of Global Book-Entry System.

A. There has been previously submitted to this City Council a form of Blanket Issuer Letter of Representations (the "Letter of Representations") between the Issuer and the Depository setting forth various matters relating to the Depository and its role with respect to the Bonds. The terms and conditions of the Letter of Representations are ratified.

B. So long as DTC is the Depository or it or its nominee is the Holder of any Bonds, the Issuer shall comply with the provisions of the Letter of Representations, as it may be amended or supplemented from time to time.

C. Additional matters with respect to, among other things, notices, consents and approvals by Holders and payments on the Bonds are set forth in the Letter of Representations.

D. The provisions in the Letter of Representations are incorporated herein by reference and made a part of this Resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this Resolution, the provisions in the Letter of Representations shall control.

3.07 Mutilated, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen, or lost, the Bond Registrar will deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the Issuer in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Bond Registrar and the Issuer of evidence satisfactory to it and the Issuer that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it and the Issuer and as provided by law, in which both the Issuer and the Bond Registrar must be named as obliges ds. Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the Issuer. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Bond prior to payment.

Section 4. Form of the Bonds.

4.01 The Bonds shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COTTONWOOD COUNTY

R-1

\$ _____

CITY OF WINDOM
GENERAL OBLIGATION IMPROVEMENT BOND, SERIES 2020B

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	February 1, 20__	May 27, 2020	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: CEDE & CO.

The City of Windom, Cottonwood County, Minnesota (the "Issuer"), certifies that it is indebted and for value received, promises to pay to the registered owner specified above or on the Registration Certificate attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon from the date of original issue set forth above, or from the most recent Interest Payment Date (defined below) to which interest has been paid or duly provided for, until the principal amount is paid, said interest being at the rate per annum specified above. Interest is payable semiannually on February 1 and August 1 of each year (each referred to herein as an "Interest Payment Date") commencing on February 1, 2021, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal amount is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof set forth above.

Payment. The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the office of Bond Trust Services Corporation, Roseville, Minnesota, as registrar, paying agent, authenticating agent and transfer agent (the "Bond Registrar"), or at the office of such successor bond registrar as may be designated by the Issuer. Interest on this Bond will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is

the Holder thereof at the close of business on a date fixed for the payment of the defaulted interest, and notice of the special record date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The Bond Registrar shall make all payments with respect to this Bond without, except for payment of principal on the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Issuer to the extent of the payments so made. The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America. For the prompt and full payment of such principal and interest as they become due, the full faith and credit of the Issuer are irrevocably pledged.

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Optional Redemption. The Bonds maturing on and prior to February 1, 2029 shall not be subject to redemption and prepayment before maturity, but those maturing, or subject to mandatory redemption, after such date and in subsequent years shall each be subject to redemption and prepayment at the option of the Issuer on such date and on any day thereafter, in whole or in part, at a price equal to the principal amount thereof plus accrued interest to the redemption date.

Mandatory Redemption. The Bonds maturing in the year 2041 shall be subject to mandatory redemption prior to maturity pursuant to the requirements of the Resolution at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium.

Notice of and Selection of Bonds for Redemption. Not less than 30 nor more than 60 days prior to the date fixed for redemption and prepayment of any Bonds, notice of redemption shall be mailed to each registered owner of a Bond to be redeemed; provided, however, that so long as the Bonds are registered in the name of Cede & Co., as nominee for The Depository Trust Company, Jersey City, New Jersey (“DTC”), notice of redemption shall be given in accordance with the terms of the Blanket Issuer Letter of Representations which has been executed by the Issuer and DTC (the “Representation Letter”).

If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be

prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest. If any Bond is redeemed in part, upon surrender of the Bond being redeemed, the Issuer shall deliver or cause to be delivered to the registered owner of such Bond, a Bond in like form in the principal amount equal to that portion of the Bond so surrendered not being redeemed.

Issuance; Purpose. This Bond is one of a series issued by the Issuer in the total aggregate amount of \$4,240,000, all of like original issue date and tenor, except as to number, maturity date, redemption privilege, denomination and interest rate, pursuant to: (i) the authority contained in Minnesota Statutes, Chapters 429 and 475 and the Issuer's Home Rule Charter; (ii) the Constitution of the State of Minnesota and all other laws thereunto enabling; and (iii) an authorizing resolution adopted by the governing body of the Issuer on May 5, 2020 (the "Resolution"), and is issued for the purpose of financing a portion of the costs of local public improvements. The principal of and interest on the Bonds are payable primarily from special assessments levied or to be levied against benefited property and ad valorem taxes pledged to the Debt Service Account in the special fund of the Issuer entitled "2020B Improvement Program Fund," as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are irrevocably pledged.

Denominations; Exchange. The Bonds of this series are issued as fully registered bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof. The Issuer will, at the request of the registered owner, issue one or more new fully registered Bonds in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of this Bond, and of like tenor except as to number and principal amount at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution and the Representation Letter. Reference is made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Registration; Transfer. This Bond shall be registered in the name of the payee on the books of the Issuer by presenting this Bond for registration to the Bond Registrar, whose representative will endorse his or her name and note the

date of registration opposite the name of the payee in the Registration Certificate attached hereto. Thereafter this Bond may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Bond is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and the Representation Letter and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar. Thereupon the Issuer shall execute (if required by law or the Resolution) and the Bond Registrar shall authenticate (if required by law or the Resolution) and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate principal amount equal to the principal amount of this Bond, of the same maturity, and bearing interest at the same rate.

Fees Upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds. No service charge shall be made by the Issuer for any transfer or exchange hereinbefore referred to but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Treatment of Registered Owner. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until either (i) the Bond Registrar's Authentication Certificate hereon shall have been executed by the Bond Registrar by one of its authorized representatives or (ii) the Bond has been manually executed by at least one officer of the governing body of the Issuer.

Credit Enhancement Program. The Issuer has qualified this Note for participation in the State of Minnesota Public Facilities Credit Enhancement Program under which the State of Minnesota guaranties payment of city debt obligations pursuant to Minnesota Statutes, Section 446A.086. If the Issuer is unable to make any portion of the principal or interest payments on the Note as they become due, the State of Minnesota has agreed to make such payment in the Issuer's place.

IT IS CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as so required; that, if necessary for payment of principal of and interest on the Bonds of this issue, ad valorem taxes may be levied upon all taxable property in the Issuer without limitation as to rate or amount; and that the issuance of this Bond on the date of original issue hereof and the date of its actual original issuance and delivery, does not exceed any constitutional, charter or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Windom, Cottonwood County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the facsimile signature of the Mayor and attested by the facsimile signature of the Administrator, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

ATTEST:

(form- no signature required)
Administrator

(form – no signature required)
Mayor

REGISTRAR'S AUTHENTICATION CERTIFICATE

The Registrar confirms that the books reflect the ownership of the Bond registered in the name of the owner named above in the principal amount and maturity date stated above and this Bond is one of the Bonds of the series issued pursuant to the Resolution hereinabove described.

BOND TRUST SERVICES CORPORATION
Registrar
Roseville, Minnesota

By _____
Authorized Representative

REGISTRATION CERTIFICATE

This Bond must be registered as to both principal and interest in the name of the owner on the books to be kept by Bond Trust Services Corporation of Roseville, Minnesota, as Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner's attorney thereunto

duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the Registrar, in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of Registrar</u>
05/27/20	Cede & Co. c/o The Depository Trust Company 570 Washington Blvd. Jersey City, NJ 07310 Federal Taxpayer I.D. No.: 13- 2555119	_____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

_____ Social Security or Other
_____ Identifying Number of Assignee

the within Bond and all rights thereunder and irrevocably constitutes and appoints _____ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of
National Securities Exchange)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

4.02 Preparation and Execution. The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Administrator. The legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A. shall be appended to each Bond. The corporate seal of the Issuer may be omitted from the Bonds as permitted by law. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be an officer before delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

4.03 Delivery of the Bonds. Delivery of the Bonds and payment of the purchase price shall be made at a place mutually satisfactory to the Issuer and the Purchaser. Printed or typewritten, and executed Bonds shall be furnished by the Issuer without cost to the Purchaser. The Bonds, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the Administrator to the Purchaser upon receipt of the purchase price plus accrued interest.

Section 5. Covenants, Funds and Accounts.

5.01 Covenants. It is determined that the Project will directly and indirectly benefit abutting property, and the Issuer covenants with the holders from time to time of the Bonds as follows:

A. The Issuer has caused or will cause the Special Assessments to be promptly levied so that the first installment will be collectible not later than 2020 and will take all steps necessary to assure prompt collection, and the levy of the Special Assessments is authorized for purposes of Minnesota Statutes, Section 475.55, Subdivision 3. The City Council will cause all further actions and proceedings to be taken with due diligence that are required for the construction of each portion of the Project financed wholly or partly from the proceeds of the Bonds, and for the final and valid levy of the Special Assessments and the appropriation of any other funds needed to pay the Bonds and interest thereon when due.

B. It is recognized that the Issuer's liability on the Bonds is not limited to the Pledged Revenues, and the City Council covenants and agrees that in the event of any current or anticipated deficiency in Pledged Revenues, it will levy upon all taxable property within the Issuer and cause to be extended, assessed, and collected, any additional taxes found necessary for full payment of the principal of and interest on the Bonds, without limitation as to rate or amount.

C. The Issuer will keep complete and accurate books and records showing: receipts and disbursements in connection with the improvements and Special Assessments levied therefor and other funds appropriated for their payment, collections and disbursements thereof, moneys on hand and the balance of unpaid Special Assessments.

D. The Issuer will cause its books and records to be audited and will furnish copies of such audit reports to any interested person upon request.

E. The City Council covenants and agrees with the holders of the Bonds and with its taxpayers that it will assess against benefited property not less than 20% of the cost of each Project financed hereunder within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3).

F. The Issuer covenants and agrees that it will let all construction contracts not heretofore let within one year after ordering each Project financed hereunder unless the resolution ordering the Project specifies a different time limit for the letting of construction contracts.

G. The Issuer further covenants and agrees that it will do and perform as soon as they may be done all acts and things necessary for the final and valid levy of such Special Assessments, and in the event that any such assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the Issuer or the City Council, or any of the Issuer officers or employees, either in the making of the Special Assessments or in the performance of any condition precedent thereto, the Issuer and the City Council will forthwith do all further acts and take all further proceedings as may be required by law to make the assessments a valid and binding lien upon such property.

5.02 The Fund. There is created a special fund to be designated the "2020B Improvement Program Fund" (the "Fund") to be administered and maintained by the Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Issuer. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. There shall be maintained in the Fund two (2) separate accounts, to be designated the "Construction Account" and "Debt Service Account," respectively:

A. Construction Account.

(1) On receipt of the purchase price of the Bonds, the Issuer shall credit (a) proceeds from the sale of the Bonds, less amounts used to pay part of the interest cost of the issue as allowed by Minnesota Statutes, Section 475.56 (the "Additional Interest"); less amounts necessary to pay capitalized interest (the "Capitalized Interest"); and less amounts allocated to accrued interest paid by the Purchaser upon closing and delivery of the Bonds (the "Accrued Interest"); plus (b) any Special Assessments levied with respect to the Project and collected prior to completion of the Project and payment of the costs thereof, to the Construction Account.

(2) From the Construction Account there shall be paid all costs and expenses of making the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in said account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes or Special Assessments herein levied or covenanted to be levied; and provided further that if upon completion of the Project there shall remain any unexpended balance in the Construction Account, the balance (other than any Special Assessments) may be transferred by the City Council to the fund of any other improvement instituted pursuant to Minnesota Statutes, Chapter 429, and provided further that any Special Assessments credited to the Construction Account shall only be applied towards payment of the costs of the Project upon adoption of a resolution by the City Council determining that the application of the Special Assessments for such purpose will not cause the Issuer to no longer be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1. Other costs for which payment from the Construction Account is authorized shall include costs of legal, financial advisory, and other professional services, printing and publication costs, and costs of issuance of the Bonds.

B. Debt Service Account.

(1) There is pledged and appropriated and there shall be credited to the Debt Service Account: (i) the Accrued Interest; (ii) the Additional Interest, if any; (iii) Special Assessments levied or to be levied for the Project and either initially credited to the Construction Account and not already spent as permitted above and required to pay any principal and interest due on the Bonds or collected subsequent to the completion of the Project and payment of the costs thereof; (iv) Taxes; (v) all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof, not so transferred to the account of another improvement; (vi) any and all other moneys which are properly available and are appropriated by the governing body of the Issuer to the Debt Service Account; and (vii) investment earnings on the monies identified in the

foregoing clauses (i) through (vi). The proceeds of the Bonds described in clauses (i) through (ii) of the preceding sentence shall be used for payment of interest on the Bonds.

(2) The money in such account shall be used for no purpose other than the payment of principal and interest and redemption premium, if any, on the Bonds and any other general obligation bonds of the Issuer hereafter issued by the Issuer and made payable from said account as provided by law; provided, however, that if any payment of principal or interest shall become due when there is not sufficient money in the Debt Service Account, the Administrator shall pay the same from any other fund of the Issuer, which fund shall be reimbursed from the Debt Service Account when the balance therein is sufficient.

5.03 Tax Levy. A. For the prompt and full payment of the principal and interest on the Bonds when due, the full faith and credit and taxing power of the Issuer are irrevocably pledged. There is levied a direct annual ad valorem tax upon all taxable property in the Issuer which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the Issuer. Said levies are for the years and in the amounts set forth in ATTACHMENT A hereto, which is incorporated by reference as though fully set forth herein.

B. The tax levies are such that if collected in full they, together with estimated collections of investment earnings and Special Assessments herein pledged for payment of the Bonds, will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

C. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid; provided, however, that on November 30 of each year, while any Bonds issued hereunder remain outstanding, the City Council shall reduce or cancel the above levies to the extent of funds available in the Debt Service Account to pay principal and interest due during the ensuing year, and shall direct the County Auditor to reduce the levy for such calendar year by that amount.

5.04 Investments. Monies on deposit in the Construction Account and in the Debt Service Account may, at the discretion of the Administrator, be invested in securities permitted by Minnesota Statutes, Chapter 118A, that any such investments shall mature at such times and in such amounts as will permit for payment of project costs and/or payment of the principal and interest on the Bonds when due.

Section 6. Tax Covenants.

6.01 General.

A. The Issuer covenants and agrees with the Holders of the Bonds that the Issuer will (i) take all action on its part necessary to cause the interest on the Bonds to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Bonds and investment earnings thereon, making

required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Bonds to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Bonds and investment earnings thereon on certain specified purposes.

B. The Issuer covenants with the Holders from time to time of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest payable on the Bonds to become subject to taxation under the Internal Revenue Code; and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to insure that such interest will not become subject to taxation under the Code. The term "Internal Revenue Code" or "Code" as used herein includes the Internal Revenue Code of 1986, as amended, and all regulations, amended regulations and proposed regulations issued thereunder, as now existing, or as hereafter amended or proposed.

C. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (ii) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Bonds or \$100,000. To this effect any proceeds of the Bonds and any sums from time to time held in the Debt Service Account (or any other Issuer account which will be used to pay principal or interest to become due on the Bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage restrictions may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in those funds shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

6.02 Twenty-four Month Spending Exemption to Rebate. The proceeds of the Bonds will be used to finance construction expenditures, including payment of interest on the Bonds (the "available construction proceeds"). The Issuer reasonably expects that the proceeds of the Bonds and investment earnings thereon will be allocated to project costs allocable to the Bonds:

A. at least 75 percent of the available construction proceeds are to be used for construction expenditures with respect to property which is to be owned by the Issuer;

B. that with respect to the available construction proceeds, the following spending requirements will be met:

(i) 10 percent of the available construction proceeds will be spent for the Project within six months of the date hereof;

(ii) 45 percent of the available construction proceeds will be spent for the Project within one year of the date hereof;

(iii) 75 percent of the available construction proceeds will be spent for the Project within 18 months of the date hereof; and

(iv) 100 percent of the available construction proceeds will be spent for the Project within two years of the date hereof;

subject to an exception for reasonable retainage of five percent of the available construction proceeds; and that 100 percent of the available construction proceeds will be spent within three years from the date of closing and delivery thereof. In the event proceeds of the Bonds are not so spent, the Issuer will compute and cause the payment to the United States of all amounts required under the rebate requirement of Section 148(f) of the Code and the Regulations issued thereunder.

6.03 Arbitrage Certification. The Mayor and the Administrator, being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser an arbitrage certification in order to satisfy the provisions of the Code and the regulations promulgated thereunder.

6.04 Opinion of Counsel. Notwithstanding any other provision of this Section 6, any requirement imposed hereunder or under Section 5 hereof may be deemed inapplicable and of no force or effect if an opinion of counsel is rendered to the Issuer by nationally recognized Bond Counsel to the effect that the failure to impose such requirement will not adversely effect the tax exempt status of interest on the Bonds.

6.05 Minnesota Public Facilities Authority Credit Enhancement Program.

A. The Issuer covenants and obligates itself to be bound by the provisions of Minnesota Statutes, Section 446A.086. The Issuer hereby approves the State of Minnesota Public Facilities Authority Credit Enhancement Program Agreement (the "PFA Agreement") with the Minnesota Public Facilities Authority (the "PFA") in substantially the form presented to the Issuer and approves or ratifies the submission of an application to participate in the PFA Credit Enhancement Program. The PFA Agreement is incorporated by reference as if fully set forth herein. The PFA Agreement shall be signed by the manual signature of the Mayor and the manual signature of the Administrator.

B. The Issuer understands that as a result of its entering into the PFA Agreement, the provisions of Minnesota Statutes, Section 446A.086, shall be binding as long as any portion of the Bonds remain outstanding.

C. The Registrar is authorized and directed to notify the Minnesota Commissioner of Finance if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Registrar.

D. The Issuer further covenants to comply with all procedures now or hereafter established by the Minnesota Department of Finance pursuant to Minnesota Statutes, Section 446A.086 and otherwise to take such actions as necessary to comply with that section.

Section 7. Certificates of Proceedings; Miscellaneous.

7.01 Filing of Resolution; County Auditor Certificate. The Administrator is directed to file a certified copy of this Resolution in the office of the County Auditor of Cottonwood County, along with such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the Bonds herein authorized have been duly entered on the Auditor's register and that the tax required by law for the payment of said Bonds has been levied.

7.02 Authentication of Transcript. The officers of the Issuer are authorized and directed to prepare and furnish to the Purchaser and to Bond Counsel certified copies of all proceedings and records of the Issuer relating to the authorization and issuance of the Bonds and to the financial condition and affairs of the Issuer and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Bonds as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the Issuer as to the correctness of facts recited therein and the actions stated therein to have been taken.

7.03 Offering Materials. The Official Statement relating to the Bonds, on file with the Administrator and presented to this meeting, is approved and deemed final, and the furnishing thereof to prospective purchasers of the Bonds is ratified and confirmed, insofar as the same relates to the Bonds and the sale thereof. The Mayor and the Administrator are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

7.04 Absent or Disabled Officers. In the event of the absence or disability of the Mayor or the Administrator, such officers or members of the City Council as in the opinion of the Issuer's attorney may act in their behalf shall, without further act or authorization, execute and deliver the Bonds, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

7.05 Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The Issuer may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The Issuer may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The Issuer may

also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 8. Continuing Disclosure. The City Council acknowledges that the Bonds are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the Holders to provide continuing disclosure with respect to the Bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the Mayor and the Administrator are authorized and directed to execute a Limited Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the Issuer.

Section 9. Post-Issuance Tax Compliance. The Issuer has previously approved a Pre- and Post-Issuance Compliance Policy and Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the "Policy and Procedures"). The Issuer hereby ratifies the Policy and Procedures for the Bonds. The Administrator continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

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Adopted by the Council this 5th day of May, 2020.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

M: DOCS 12336 000035-ROL 18L0992.DOC

ATTACHMENT A

**\$4,240,000 General Obligation Improvement Bonds, Series 2020B
City of Windom, Minnesota**

Levy Year	Collection Year	Tax Levy
2020	2021	\$147,519
2021	2022	\$148,517
2022	2023	\$149,357
2023	2024	\$144,789
2024	2025	\$145,472
2025	2026	\$145,997
2026	2027	\$146,364
2027	2028	\$146,574
2028	2029	\$146,627
2029	2030	\$146,522
2030	2031	\$146,259
2031	2032	\$147,729
2032	2033	\$149,094
2033	2034	\$150,105
2034	2035	\$145,498
2035	2036	\$147,985
2036	2037	\$144,868
2037	2038	\$147,000
2038	2039	\$148,838
2039	2040	\$145,294

STATE OF MINNESOTA)
) ss.
COUNTY OF COTTONWOOD)

I, the undersigned, the duly qualified and acting Administrator of the City of Windom, Minnesota (the "City"), do certify that I am the official custodian of the records of the City, and that I have compared the attached copy with the original records of the City, and that it is a true and correct transcript taken from the records of a meeting of the City Council, held on May 5, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand as Administrator this 5th day of May, 2020.

Steven Nasby, City Administrator

**EXTRACT OF MINUTES OF A REGULAR MEETING OF THE
CITY COUNCIL OF THE
CITY OF WINDOM, MINNESOTA
HELD: May 5, 2020**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Windom, Cottonwood County, Minnesota, was duly held on May 5, 2020 at the City Hall, at _____.

The following Members were present:

and the following Members were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND
DELIVERY OF \$4,240,000 GENERAL OBLIGATION
IMPROVEMENT BONDS, SERIES 2020B**

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon a vote being taken thereon, the following voted in favor thereof:

and the following Members voted against the same:

Whereupon the resolution was declared duly passed and adopted.

RESOLUTION #2020-

INTRODUCED:

SECONDED:

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

**RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND
DELIVERY OF \$345,000 GENERAL OBLIGATION
IMPROVEMENT BONDS, SERIES 2020C**

BE IT RESOLVED, by the City Council (the "Council") of the City of Windom, Cottonwood County, Minnesota (the "Issuer"), as follows:

1.01 Authority and Purpose.

A. Pursuant to authority contained in Minnesota Statutes, Chapters 429 and 475 and the Issuer's Home Rule Charter, the City Council directs the issuance and sale of \$345,000 General Obligation Improvement Bonds, Series 2020C of the Issuer (the "Bonds"), for the purpose of (i) financing a portion of the costs of the Issuer's 2020 street improvement project which are to be paid for in part by special assessments levied or to be levied upon benefited property (the "Project"); and (ii) for payment of the issuance costs of the Bonds. The principal of and interest on the Bonds shall be paid primarily from special assessments levied upon benefited property (the "Special Assessments") and ad valorem taxes (the "Taxes" and together with the Special Assessments, the "Pledged Revenues"). The Project is ordered as required by Minnesota Statutes, Section 429.091, Subdivision 1.

B. The Bonds shall provide funds to finance the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. Work on the Project shall proceed with due diligence to completion. The Issuer covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

1.02 Findings. It is necessary and desirable that the Issuer issue its \$345,000 General Obligation Improvement Bonds, Series 2020C (the "Bonds"), to finance the Project.

1.03 Independent Municipal Advisor. The Issuer has retained the services of Ehlers & Associates, Inc., as its independent municipal advisor.

1.04 Award of Sale. The Issuer has received an offer from Northland Securities, Inc. of Minneapolis, Minnesota (the "Purchaser"), to purchase the Bonds at a cash price of \$341,439.80 plus accrued interest on the total principal amount from May 27, 2020, to the date of delivery of the Bonds (the "Accrued Interest") and upon condition that the Bonds mature and bear interest at the times and annual rates set forth in Section 2. The Issuer, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is hereby

accepted. The actions of the Mayor and the Administrator taken with respect to execution on the part of the Issuer of a contract for the sale of the Bonds in accordance with the Purchaser's proposal are hereby ratified and approved.

Section 2. Terms of the Bonds.

2.01 Date and Maturities. A. The Bonds shall be (i) issued as fully-registered bonds, (ii) designated "\$345,000 General Obligation Improvement Bonds, Series 2020C," (iii) dated May 27, 2020, as the date of original issue, (iv) issued in the denomination of \$5,000, or any integral multiple thereof, (v) issued in fully registered form, and (vi) lettered and numbered R-1 and upward.

B. The Bonds shall mature on February 1 in the years and amounts stated below and shall bear interest from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue until paid at the rates per annum set forth below opposite such years and amounts:

Year	Principal	Interest Rate
2022	\$15,000	3.000%
2023	\$15,000	3.000%
2024	\$15,000	3.000%
2025	\$20,000	3.000%
2026	\$20,000	3.000%
2027	\$20,000	3.000%
2028	\$20,000	3.000%
2029	\$20,000	3.000%
2030	\$20,000	2.000%
2031	\$20,000	2.125%
2032	\$20,000	2.250%
2033	\$20,000	2.375%
2034	\$20,000	2.500%
2035	\$20,000	2.500%
2036	\$20,000	2.500%
2037	\$10,000	2.625%
2038	\$10,000	2.625%
2039	\$10,000	2.750%
2040	\$15,000	2.750%
2041	\$15,000	2.750%

C. The maturities of the Bonds, together with the maturities of all other outstanding general obligation bonds of the Issuer, meet the requirements of Minnesota Statutes, Section 475.54.

2.02 Interest Payment Dates; Record Date.

A. The Bonds shall bear interest at the annual rates stated therefor in Section 2.01. The interest shall be payable semiannually on February 1 and August 1 in each year (each referred to herein as an "Interest Payment Date") commencing on February 1, 2021. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

B. The Bond Registrar designated below shall make all interest payments with respect to the Bonds by check or draft mailed to the person in whose name each Bond is registered (the "Holder") and in each case at the address shown on the bond registration records maintained by the Bond Registrar at the close of business on the 15th day (whether or not on a business day) of the calendar month next preceding the Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The term "Holder" shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

C. If the date for payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

2.03 Redemption. A. The Bonds maturing on and prior to February 1, 2029 shall not be subject to redemption and prepayment before maturity, but those maturing, or subject to mandatory redemption, after such date and in subsequent years shall each be subject to redemption and prepayment at the option of the Issuer on such date and on any day thereafter, in whole or in part, at a price equal to the principal amount thereof plus accrued interest to the redemption date.

B. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Bond Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not more than 60 and not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Bond Registrar and by publishing the notice of redemption, if required by law, in the manner required by Minnesota Statutes, Section 475.54, Subdivision 4; provided, however, that so long as the Bonds are registered in the name of Cede & Co., notice of redemption shall be given in accordance with the terms of the

Representation Letter. Failure to give notice by mail to any registered owner, or any defect therein, will not affect the validity of any proceeding for the redemption of Bonds not affected by such defect or failure. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

C. If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest.

Section 3. Registration; Global Book Entry System.

3.01 Designation of Bond Registrar. The City Council appoints Bond Trust Services Corporation, Roseville, Minnesota, as registrar, authenticating agent and transfer agent for the Bonds (such bank or its successors is herein referred to as the "Bond Registrar"), and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract which the Issuer and the Bond Registrar shall execute which is consistent herewith and which the Mayor and Administrator are authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to the Act. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Mayor and Administrator are authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Bonds to the registered Holders (or record Holders) of the Bonds in the manner set forth herein. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

3.02 Designation of Depository. DTC, a Securities and Exchange Commission designated depository, a limited purpose New York trust company, a member of the Federal Reserve System, and a "clearing corporation" within the meaning of the New York Uniform Commercial Code, is designated as the depository (the "Depository") with respect to the Bonds.

3.03 Authentication of Bonds. No Bond shall be valid or obligatory for any purpose unless or until either (i) the Bond Registrar's authentication certificate on such Bond, substantially set forth in Section 4.01 hereof, shall have been duly executed by an authorized representative of the Bond Registrar or (ii) the Bonds have been manually executed by at least one officer of the City Council. Authentication certificates on different Bonds need not be signed by the same representative. The Bond Registrar shall authenticate each Bond by execution of the Certificate of Authentication on the Bond and shall date each Bond in the space provided as of the date on which the Bond is registered. For purposes of delivering the original

Bonds, the Bond Registrar shall insert as the date of registration the date of original issue. The executed Authentication Certificate or the manual signature of at least one officer of the City Council on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

3.04 Bond Register; Transfer; Exchange.

A. The Issuer shall cause to be kept by the Bond Registrar at its principal office, a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the City Council.

B. Upon surrender for transfer of any Bond at the principal corporate office of the Bond Registrar, the Issuer shall execute, if required by law or this Resolution, and the Bond Registrar shall authenticate, if required by law or this Resolution, date (in the space designated Date of Registration) and deliver, in the name(s) of the designated transferee or transferees, one or more new Bonds of the like aggregate principal amount having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation. Transfer of a Bond may be made on the Issuer's books by the registered owner in person or by the registered owner's attorney duly authorized in writing. Transfers shall be subject to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Issuer and the Bond Registrar shall not be required to make any transfer or exchange of any Bonds called for redemption or to make any such exchange or transfer of the Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of the Bonds.

C. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the registered owner thereof, with signature guaranteed, or by the registered Holder's attorney duly authorized in writing, and shall include written instructions as to the details of the transfer of the Bond. When any Bond is presented to the Bond Registrar for transfer, the Bond Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Bond Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

D. At the option of the Holder, replacement Bonds may be exchanged for Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute (if

required by law or this Resolution), and the Bond Registrar shall authenticate (if required by law or this Resolution), date (in the space designated Date of Registration) and deliver the replacement Bonds which the Holder making the exchange is entitled to receive. Bonds registered in the name of Cede & Co. may not be exchanged for Bonds of smaller denominations.

E. All Bonds surrendered upon any exchange or transfer provided for in this Resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the Issuer.

F. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Bond. All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this Resolution as the Bonds surrendered for such exchange or transfer, and shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

G. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

H. Bonds registered in the name of Cede & Co. may not after their original delivery, be transferred or exchanged except in accordance with the terms and conditions of the Representation Letter and:

(i) upon exchange of a Bond after a partial redemption, if provided in Section 2.03 of this Resolution;

(ii) to any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to clause (iii) below; provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) to a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the Issuer that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) above; or

(iv) in the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole

discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the Issuer shall notify the Holders of its determination and of the availability of replacement Bonds to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Section 3 of this Resolution.

I. In the event of the designation of a Substitute Depository as authorized by clause H., the Bond Registrar, upon presentation of a Bond, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this Resolution. The Representation Letter shall not apply to the Substitute Depository unless the Issuer and the Substitute Depository so agree, and the execution of a similar agreement is authorized.

3.05 Persons Deemed Owners; Payment.

A. The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in Section 2.02 above), on such Bond and for all other purposes whatsoever, whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

B. For the purposes of all actions, consents and other matters affecting Holders of Bonds issued under this Resolution as from time to time supplemented, other than payments, redemptions, and purchases, the Issuer may (but shall not be obligated to) treat as the Holder of a Bond the beneficial owner of the Bond instead of the person in whose name the Bond is registered. For that purpose, the Issuer may ascertain the identity of the beneficial owner of the Bond by such means as the Bond Registrar in its sole discretion deems appropriate, including but not limited to a certificate from the Depository or other person in whose name the Bond is registered identifying such beneficial owner.

C. The principal of and interest on the Bonds shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The Issuer shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of principal and interest.

3.06 Use of Global Book-Entry System.

A. There has been previously submitted to this City Council a form of Blanket Issuer Letter of Representations (the "Letter of Representations") between the Issuer and the Depository setting forth various matters relating to the Depository and its role with respect to the Bonds. The terms and conditions of the Letter of Representations are ratified.

B. So long as DTC is the Depository or it or its nominee is the Holder of any Bonds, the Issuer shall comply with the provisions of the Letter of Representations, as it may be amended or supplemented from time to time.

C. Additional matters with respect to, among other things, notices, consents and approvals by Holders and payments on the Bonds are set forth in the Letter of Representations.

D. The provisions in the Letter of Representations are incorporated herein by reference and made a part of this Resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this Resolution, the provisions in the Letter of Representations shall control.

3.07 Mutilated, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen, or lost, the Bond Registrar will deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the Issuer in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Bond Registrar and the Issuer of evidence satisfactory to it and the Issuer that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it and the Issuer and as provided by law, in which both the Issuer and the Bond Registrar must be named as obliges ds. Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the Issuer. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Bond prior to payment.

Section 4. Form of the Bonds.

4.01 The Bonds shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COTTONWOOD COUNTY

R-1 \$ _____

CITY OF WINDOM
GENERAL OBLIGATION IMPROVEMENT BOND, SERIES 2020C

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	February 1, 20__	May 27, 2020	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: CEDE & CO.

The City of Windom, Cottonwood County, Minnesota (the "Issuer"), certifies that it is indebted and for value received, promises to pay to the registered owner specified above or on the Registration Certificate attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon from the date of original issue set forth above, or from the most recent Interest Payment Date (defined below) to which interest has been paid or duly provided for, until the principal amount is paid, said interest being at the rate per annum specified above. Interest is payable semiannually on February 1 and August 1 of each year (each referred to herein as an "Interest Payment Date") commencing on February 1, 2021, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal amount is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof set forth above.

Payment. The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the office of Bond Trust Services Corporation, Roseville, Minnesota, as registrar, paying agent, authenticating agent and transfer agent (the "Bond Registrar"), or at the office of such successor bond registrar as may be designated by the Issuer. Interest on this Bond will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of the defaulted interest, and notice of the special record date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The Bond Registrar shall make all payments with respect to this Bond without, except for payment of principal on the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Issuer to the extent of the payments so made. The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America. For the prompt and full payment of such principal and interest as they become due, the full faith and credit of the Issuer are irrevocably pledged.

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Optional Redemption. The Bonds maturing on and prior to February 1, 2029 shall not be subject to redemption and prepayment before maturity, but those maturing, or subject to mandatory redemption, after such date and in subsequent years shall each be subject to redemption and prepayment at the option of the Issuer on such date and on any day thereafter, in whole or in part, at a price equal to the principal amount thereof plus accrued interest to the redemption date.

Notice of and Selection of Bonds for Redemption. Not less than 30 nor more than 60 days prior to the date fixed for redemption and prepayment of any Bonds, notice of redemption shall be mailed to each registered owner of a Bond to be redeemed; provided, however, that so long as the Bonds are registered in the name of Cede & Co., as nominee for The Depository Trust Company, Jersey City, New Jersey ("DTC"), notice of redemption shall be given in accordance with the terms of the Blanket Issuer Letter of Representations which has been executed by the Issuer and DTC (the "Representation Letter").

If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest. If any Bond is redeemed in part, upon surrender of the Bond being redeemed, the Issuer shall deliver or cause to be delivered to the registered owner of such Bond, a Bond in like form in the principal amount equal to that portion of the Bond so surrendered not being redeemed.

Issuance; Purpose. This Bond is one of a series issued by the Issuer in the total aggregate amount of \$345,000, all of like original issue date and tenor, except as to number, maturity date, redemption privilege, denomination and interest rate, pursuant to: (i) the authority contained in Minnesota Statutes,

Chapters 429 and 475 and the Issuer's Home Rule Charter; (ii) the Constitution of the State of Minnesota and all other laws thereunto enabling; and (iii) an authorizing resolution adopted by the governing body of the Issuer on May 5, 2020 (the "Resolution"), and is issued for the purpose of financing a portion of the costs of local public improvements. The principal of and interest on the Bonds are payable primarily from special assessments levied or to be levied against benefited property and ad valorem taxes pledged to the Debt Service Account in the special fund of the Issuer entitled "2020C Improvement Program Fund," as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are irrevocably pledged.

Denominations; Exchange. The Bonds of this series are issued as fully registered bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof. The Issuer will, at the request of the registered owner, issue one or more new fully registered Bonds in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of this Bond, and of like tenor except as to number and principal amount at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution and the Representation Letter. Reference is made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Registration; Transfer. This Bond shall be registered in the name of the payee on the books of the Issuer by presenting this Bond for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the Registration Certificate attached hereto. Thereafter this Bond may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Bond is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and the Representation Letter and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar. Thereupon the Issuer shall execute (if required by law or the Resolution) and the Bond Registrar shall authenticate (if required by law or the Resolution) and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate principal

amount equal to the principal amount of this Bond, of the same maturity, and bearing interest at the same rate.

Fees Upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds. No service charge shall be made by the Issuer for any transfer or exchange hereinbefore referred to but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Treatment of Registered Owner. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until either (i) the Bond Registrar's Authentication Certificate hereon shall have been executed by the Bond Registrar by one of its authorized representatives or (ii) the Bond has been manually executed by at least one officer of the governing body of the Issuer.

IT IS CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as so required; that, if necessary for payment of principal of and interest on the Bonds of this issue, ad valorem taxes may be levied upon all taxable property in the Issuer without limitation as to rate or amount; and that the issuance of this Bond on the date of original issue hereof and the date of its actual original issuance and delivery, does not exceed any constitutional, charter or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Windom, Cottonwood County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the facsimile signature of the Mayor and attested by the facsimile signature of the Administrator, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

ATTEST:

(form- no signature required)
Administrator

(form - no signature required)
Mayor

REGISTRAR'S AUTHENTICATION CERTIFICATE

The Registrar confirms that the books reflect the ownership of the Bond registered in the name of the owner named above in the principal amount and maturity date stated above and this Bond is one of the Bonds of the series issued pursuant to the Resolution hereinabove described.

BOND TRUST SERVICES CORPORATION
Registrar
Roseville, Minnesota

By _____
Authorized Representative

REGISTRATION CERTIFICATE

This Bond must be registered as to both principal and interest in the name of the owner on the books to be kept by Bond Trust Services Corporation of Roseville, Minnesota, as Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the Registrar, in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of Registrar</u>
05/27/20	Cede & Co. c/o The Depository Trust Company 570 Washington Blvd. Jersey City, NJ 07310 Federal Taxpayer I.D. No.: 13- 2555119	_____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers
unto _____

(Name and Address of Assignee)

Social Security or Other
Identifying Number of Assignee

the within Bond and all rights thereunder and irrevocably constitutes and appoints _____ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of
National Securities Exchange)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

4.02 Preparation and Execution. The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Administrator. The legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A. shall be appended to each Bond. The corporate seal of the Issuer may be omitted from the Bonds as permitted by law. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease

to be an officer before delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

4.03 Delivery of the Bonds. Delivery of the Bonds and payment of the purchase price shall be made at a place mutually satisfactory to the Issuer and the Purchaser. Printed or typewritten, and executed Bonds shall be furnished by the Issuer without cost to the Purchaser. The Bonds, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the Administrator to the Purchaser upon receipt of the purchase price plus accrued interest.

Section 5. Covenants, Funds and Accounts.

5.01 Covenants. It is determined that the Project will directly and indirectly benefit abutting property, and the Issuer covenants with the holders from time to time of the Bonds as follows:

A. The Issuer has caused or will cause the Special Assessments to be promptly levied so that the first installment will be collectible not later than 2020 and will take all steps necessary to assure prompt collection, and the levy of the Special Assessments is authorized for purposes of Minnesota Statutes, Section 475.55, Subdivision 3. The City Council will cause all further actions and proceedings to be taken with due diligence that are required for the construction of each portion of the Project financed wholly or partly from the proceeds of the Bonds, and for the final and valid levy of the Special Assessments and the appropriation of any other funds needed to pay the Bonds and interest thereon when due.

B. It is recognized that the Issuer's liability on the Bonds is not limited to the Pledged Revenues, and the City Council covenants and agrees that in the event of any current or anticipated deficiency in Pledged Revenues, it will levy upon all taxable property within the Issuer and cause to be extended, assessed, and collected, any additional taxes found necessary for full payment of the principal of and interest on the Bonds, without limitation as to rate or amount.

C. The Issuer will keep complete and accurate books and records showing: receipts and disbursements in connection with the improvements and Special Assessments levied therefor and other funds appropriated for their payment, collections and disbursements thereof, moneys on hand and the balance of unpaid Special Assessments.

D. The Issuer will cause its books and records to be audited and will furnish copies of such audit reports to any interested person upon request.

E. The City Council covenants and agrees with the holders of the Bonds and with its taxpayers that it will assess against benefited property not less than 20% of the

cost of each Project financed hereunder within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3).

F. The Issuer covenants and agrees that it will let all construction contracts not heretofore let within one year after ordering each Project financed hereunder unless the resolution ordering the Project specifies a different time limit for the letting of construction contracts.

G. The Issuer further covenants and agrees that it will do and perform as soon as they may be done all acts and things necessary for the final and valid levy of such Special Assessments, and in the event that any such assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the Issuer or the City Council, or any of the Issuer officers or employees, either in the making of the Special Assessments or in the performance of any condition precedent thereto, the Issuer and the City Council will forthwith do all further acts and take all further proceedings as may be required by law to make the assessments a valid and binding lien upon such property.

5.02 The Fund. There is created a special fund to be designated the "2020C Improvement Program Fund" (the "Fund") to be administered and maintained by the Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Issuer. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. There shall be maintained in the Fund two (2) separate accounts, to be designated the "Construction Account" and "Debt Service Account," respectively:

A. Construction Account.

(1) On receipt of the purchase price of the Bonds, the Issuer shall credit (a) proceeds from the sale of the Bonds, less amounts used to pay part of the interest cost of the issue as allowed by Minnesota Statutes, Section 475.56 (the "Additional Interest"); less amounts necessary to pay capitalized interest (the "Capitalized Interest"); and less amounts allocated to accrued interest paid by the Purchaser upon closing and delivery of the Bonds (the "Accrued Interest"); plus (b) any Special Assessments levied with respect to the Project and collected prior to completion of the Project and payment of the costs thereof, to the Construction Account.

(2) From the Construction Account there shall be paid all costs and expenses of making the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in said account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes or Special Assessments herein levied or covenanted to be levied; and

provided further that if upon completion of the Project there shall remain any unexpended balance in the Construction Account, the balance (other than any Special Assessments) may be transferred by the City Council to the fund of any other improvement instituted pursuant to Minnesota Statutes, Chapter 429, and provided further that any Special Assessments credited to the Construction Account shall only be applied towards payment of the costs of the Project upon adoption of a resolution by the City Council determining that the application of the Special Assessments for such purpose will not cause the Issuer to no longer be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1. Other costs for which payment from the Construction Account is authorized shall include costs of legal, financial advisory, and other professional services, printing and publication costs, and costs of issuance of the Bonds.

B. Debt Service Account.

(1) There is pledged and appropriated and there shall be credited to the Debt Service Account: (i) the Accrued Interest; (ii) the Additional Interest, if any; (iii) Special Assessments levied or to be levied for the Project and either initially credited to the Construction Account and not already spent as permitted above and required to pay any principal and interest due on the Bonds or collected subsequent to the completion of the Project and payment of the costs thereof; (iv) Taxes; (v) all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof, not so transferred to the account of another improvement; (vi) any and all other moneys which are properly available and are appropriated by the governing body of the Issuer to the Debt Service Account; and (vii) investment earnings on the monies identified in the foregoing clauses (i) through (vi). The proceeds of the Bonds described in clauses (i) through (ii) of the preceding sentence shall be used for payment of interest on the Bonds.

(2) The money in such account shall be used for no purpose other than the payment of principal and interest and redemption premium, if any, on the Bonds and any other general obligation bonds of the Issuer hereafter issued by the Issuer and made payable from said account as provided by law; provided, however, that if any payment of principal or interest shall become due when there is not sufficient money in the Debt Service Account, the Administrator shall pay the same from any other fund of the Issuer, which fund shall be reimbursed from the Debt Service Account when the balance therein is sufficient.

5.03 Tax Levy. A. For the prompt and full payment of the principal and interest on the Bonds when due, the full faith and credit and taxing power of the Issuer are irrevocably pledged. There is levied a direct annual ad valorem tax upon all taxable property in the Issuer which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the Issuer. Said levies are for the years and in the amounts set forth in ATTACHMENT A hereto, which is incorporated by reference as though fully set forth herein.

B. The tax levies are such that if collected in full they, together with estimated collections of investment earnings and Special Assessments herein pledged for payment of the Bonds, will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

C. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid; provided, however, that on November 30 of each year, while any Bonds issued hereunder remain outstanding, the City Council shall reduce or cancel the above levies to the extent of funds available in the Debt Service Account to pay principal and interest due during the ensuing year, and shall direct the County Auditor to reduce the levy for such calendar year by that amount.

5.04 Investments. Monies on deposit in the Construction Account and in the Debt Service Account may, at the discretion of the Administrator, be invested in securities permitted by Minnesota Statutes, Chapter 118A, that any such investments shall mature at such times and in such amounts as will permit for payment of project costs and/or payment of the principal and interest on the Bonds when due.

Section 6. Tax Covenants.

6.01 General.

A. The Issuer covenants and agrees with the Holders of the Bonds that the Issuer will (i) take all action on its part necessary to cause the interest on the Bonds to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Bonds and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Bonds to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Bonds and investment earnings thereon on certain specified purposes.

B. The Issuer covenants with the Holders from time to time of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest payable on the Bonds to become subject to taxation under the Internal Revenue Code; and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to insure that such interest will not become subject to taxation under the Code. The term "Internal Revenue Code" or "Code" as used herein includes the Internal Revenue Code of 1986, as amended, and all regulations, amended regulations and proposed regulations issued thereunder, as now existing, or as hereafter amended or proposed.

C. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (ii) in addition to the

above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Bonds or \$100,000. To this effect any proceeds of the Bonds and any sums from time to time held in the Debt Service Account (or any other Issuer account which will be used to pay principal or interest to become due on the Bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage restrictions may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in those funds shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

6.02 Twenty-four Month Spending Exemption to Rebate. The proceeds of the Bonds will be used to finance construction expenditures, including payment of interest on the Bonds (the "available construction proceeds"). The Issuer reasonably expects that the proceeds of the Bonds and investment earnings thereon will be allocated to project costs allocable to the Bonds:

A. at least 75 percent of the available construction proceeds are to be used for construction expenditures with respect to property which is to be owned by the Issuer;

B. that with respect to the available construction proceeds, the following spending requirements will be met:

(i) 10 percent of the available construction proceeds will be spent for the Project within six months of the date hereof;

(ii) 45 percent of the available construction proceeds will be spent for the Project within one year of the date hereof;

(iii) 75 percent of the available construction proceeds will be spent for the Project within 18 months of the date hereof; and

(iv) 100 percent of the available construction proceeds will be spent for the Project within two years of the date hereof;

subject to an exception for reasonable retainage of five percent of the available construction proceeds; and that 100 percent of the available construction proceeds will be spent within three years from the date of closing and delivery thereof. In the event proceeds of the Bonds are not spent, the Issuer will compute and cause the payment to the United States of all amounts required under the rebate requirement of Section 148(f) of the Code and the Regulations issued thereunder.

6.03 Arbitrage Certification. The Mayor and the Administrator, being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser an arbitrage certification in order to satisfy the provisions of the Code and the regulations promulgated thereunder.

6.04 Opinion of Counsel. Notwithstanding any other provision of this Section 6, any requirement imposed hereunder or under Section 5 hereof may be deemed inapplicable and of no

force or effect if an opinion of counsel is rendered to the Issuer by nationally recognized Bond Counsel to the effect that the failure to impose such requirement will not adversely effect the tax exempt status of interest on the Bonds.

Section 7. Certificates of Proceedings; Miscellaneous.

7.01 Filing of Resolution; County Auditor Certificate. The Administrator is directed to file a certified copy of this Resolution in the office of the County Auditor of Cottonwood County, along with such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the Bonds herein authorized have been duly entered on the Auditor's register and that the tax required by law for the payment of said Bonds has been levied.

7.02 Authentication of Transcript. The officers of the Issuer are authorized and directed to prepare and furnish to the Purchaser and to Bond Counsel certified copies of all proceedings and records of the Issuer relating to the authorization and issuance of the Bonds and to the financial condition and affairs of the Issuer and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Bonds as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the Issuer as to the correctness of facts recited therein and the actions stated therein to have been taken.

7.03 Offering Materials. The Official Statement relating to the Bonds, on file with the Administrator and presented to this meeting, is approved and deemed final, and the furnishing thereof to prospective purchasers of the Bonds is ratified and confirmed, insofar as the same relates to the Bonds and the sale thereof. The Mayor and the Administrator are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

7.04 Absent or Disabled Officers. In the event of the absence or disability of the Mayor or the Administrator, such officers or members of the City Council as in the opinion of the Issuer's attorney may act in their behalf shall, without further act or authorization, execute and deliver the Bonds, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

7.05 Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The Issuer may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The Issuer may also discharge its obligations with respect to any prepayable Bonds

called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The Issuer may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 8. Continuing Disclosure. The City Council acknowledges that the Bonds are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the Holders to provide continuing disclosure with respect to the Bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the Mayor and the Administrator are authorized and directed to execute a Limited Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the Issuer.

Section 9. Post-Issuance Tax Compliance. The Issuer has previously approved a Pre- and Post-Issuance Compliance Policy and Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the "Policy and Procedures"). The Issuer hereby ratifies the Policy and Procedures for the Bonds. The Administrator continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

(remainder of page intentionally left blank)

Adopted by the Council this 5th day of May, 2020.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

M: DOCS.12336.000035.ROL.18L0992.DOC

ATTACHMENT A

**\$345,000 General Obligation Improvement Bonds, Series 2020C
City of Windom, Minnesota**

Levy Year	Collection Year	Tax Levy
2020	2021	\$13,043
2021	2022	\$12,571
2022	2023	\$12,098
2023	2024	\$16,876
2024	2025	\$16,246
2025	2026	\$15,616
2026	2027	\$14,986
2027	2028	\$14,356
2028	2029	\$13,726
2029	2030	\$13,306
2030	2031	\$12,859
2031	2032	\$13,387
2032	2033	\$11,888
2033	2034	\$11,363
2034	2035	\$10,838
2035	2036	\$12,207
2036	2037	\$11,931
2037	2038	\$11,655
2038	2039	\$16,617
2039	2040	\$16,184

STATE OF MINNESOTA)
) ss.
COUNTY OF COTTONWOOD)

I, the undersigned, the duly qualified and acting Administrator of the City of Windom, Minnesota (the "City"), do certify that I am the official custodian of the records of the City, and that I have compared the attached copy with the original records of the City, and that it is a true and correct transcript taken from the records of a meeting of the City Council, held on May 5, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand as Administrator this 5th day of May, 2020.

Steven Nasby, City Administrator

**EXTRACT OF MINUTES OF A REGULAR MEETING OF THE
CITY COUNCIL OF THE
CITY OF WINDOM, MINNESOTA
HELD: May 5, 2020**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Windom, Cottonwood County, Minnesota, was duly held on May 5, 2020 at the City Hall, at _____.

The following Members were present:

and the following Members were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND
DELIVERY OF \$345,000 GENERAL OBLIGATION
IMPROVEMENT BONDS, SERIES 2020C**

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon a vote being taken thereon, the following voted in favor thereof:

and the following Members voted against the same:

Whereupon the resolution was declared duly passed and adopted.

RatingsDirect®

Summary:

Windom, Minnesota; General Obligation; Non-School State Programs

Primary Credit Analyst:

Andrew J Truckenmiller, Chicago + 1 (312) 233 7032; andrew.truckenmiller@spglobal.com

Secondary Contact:

Scott Nees, Chicago (1) 312-233-7064; scott.nees@spglobal.com

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Summary:

Windom, Minnesota; General Obligation; Non-School State Programs

Credit Profile		
US\$4.415 mil GO imp bnds ser 2020B dtd 05/27/2020 due 02/01/2041		
<i>Long Term Rating</i>	AAA/Stable	New
<i>Underlying Rating for Credit Program</i>	A+/Stable	New
US\$0.345 mil GO imp bnds ser 2020C dtd 05/27/2020 due 02/01/2041		
<i>Long Term Rating</i>	A+/Stable	New

Rating Action

S&P Global Ratings assigned its 'AAA' long-term enhanced rating and its 'A+' underlying rating to Windom, Minn.'s series 2020B general obligation (GO) improvement bonds and its 'A+' long-term rating to the series 2020C GO improvement bonds. The outlook is stable.

The series 2020B and 2020C bonds are secured by a combination of special assessments levied against properties benefited by improvements financed by the bonds, and ultimately from unlimited ad valorem property taxes. Series 2020B and 2020C bond proceeds will be used to finance street and utility improvement projects.

The 'AAA' long-term rating on the series 2020B reflects our view of the city's eligibility for, and participation in, Minnesota's Credit Enhancement Program for cities and counties, a state standing appropriation program administered by the Public Facilities Authority to prevent a default on the city's bond issues, as authorized by Minnesota State Statutes, Section 446A.086. Under the program, the state will pay debt service on behalf of the city from the state's general fund if the city fails to meet its debt service obligations for the qualified debt. Payments from the state represent a standing appropriation from the state's general fund. We view this standing appropriation pledge as equivalent to a general fund pledge, because the standing appropriation does not require adoption of a budget or any action of the legislature to make payment. Furthermore, the standing appropriation is not subject to executive unallotment authority. The credit enhancement program supports projects that are central to the State of Minnesota's operations and purpose. We see no unusual political, timing, or administrative risk related to the debt payment. The rating on obligations that have received enhancement under the program is on par and moves in tandem with the rating on the state.

Credit overview

Windom continues to post strong operating results, which in turn have led to further bolstering of its already very strong reserve position. Furthermore, the city maintains strong policies and practices, which should allow for stable operating results as it takes on redevelopment projects. Economic indicators are considered very weak, and are still modest when compared with those of higher-rated peers, and remain the primary rating constraint. S&P Global Economics indicates that the COVID-19 pandemic has caused the national economy to fall into a recession (see "An

Already Historic U.S. Downturn Now Looks Even Worse," published April 16, 2020, on RatingsDirect), which we expect will cause a near-term economic slowdown at the local level. Considering Windom's heavy reliance on state aid and property taxes, which, up to this point, remain unaffected, we do not expect adverse economic conditions to materially affect the city's finances in fiscal 2020. However, we anticipate the city will experience negative budgetary pressure in upcoming years if the short- to medium-term effects of the recession cause declines in property values over the next year.

The rating further reflects our view of the city's:

- Weak economy, with projected per capita effective buying income at 79.8% of the national level and market value per capita of \$67,650;;
- Strong management, with good financial policies and practices under our Financial Management Assessment methodology;
- Strong budgetary performance, with operating surpluses in the general fund and at the total governmental fund level in fiscal 2018;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2018 of 112% of operating expenditures;
- Very strong liquidity, with total government available cash at 2.5x total governmental fund expenditures and 16.2x governmental debt service, and access to external liquidity we consider strong;
- Weak debt and contingent liability profile, with debt service carrying charges at 15.6% of expenditures and net direct debt that is 364% of total governmental fund revenue, but rapid amortization, with 65% of debt scheduled to be retired in 10 years; and
- Strong institutional framework score.

Stable Outlook

Upside scenario

While unlikely given the recession, we could raise the rating with improvements to the local economy to levels commensurate with that of higher-rated peers, coupled with a moderation in the debt burden.

Downside scenario

Our outlook is generally for two years, but we see significant downside risks due to the COVID-19 pandemic and U.S. recession over the next six-to-12 months. We could lower the rating if Windom were to experience weakened budgetary performance, causing deterioration to the city's reserve levels.

Credit Opinion

Weak economy

We consider Windom's economy weak. The city, with an estimated population of 4,656, is located in Cottonwood County. The city has a projected per capita effective buying income of 79.8% of the national level and per capita market value of \$67,650. Overall, the city's market value grew by 2.6% over the past year, to \$315.0 million in 2019.

The county unemployment rate was 3.6% in 2018.

Windom is the county seat of Cottonwood County, located 135 miles southwest of Minneapolis. The city is primarily composed of commercial and industrial properties, which account for 49% of the tax base, while residential properties account for 40%. The top taxpayer is Prime Pork, which accounts for 8% of net tax capacity. Management reports operations at Prime Pork are stable, and there have been no major tax appeals among its major taxpayers. The city recently opened a 47-room hotel, and single-family home development continues to be stable annually. Our view of the city's economy could improve if there were to be diversification in its top taxpayers, or if income or wealth levels were to improve.

Strong management

We view the city's management as strong, with good financial policies and practices under our FMA methodology, indicating financial practices exist in most areas, but that governance officials might not formalize or monitor all of them on a regular basis.

In developing the budget, management uses three years of historical data, outside data sources, and line-item estimates. The council receives monthly budget-to-actual reports and budget amendments can be made throughout the year. For planning purposes, the city maintains a five-year capital improvement plan that includes sources and uses, and a five-year financial forecast that is updated annually. It has an investment management policy but not a debt management policy. Investment holdings are reported annually through the audit. Its general fund reserve policy is to maintain a minimum of 35% to 60% of expenditures, a policy it has historically followed.

Strong budgetary performance

Windom's budgetary performance is strong, in our opinion. In fiscal 2018, the city had operating surpluses of 9.8% of expenditures in the general fund and of 12.3% across all governmental funds. Our assessment accounts for our expectation that budgetary results could deteriorate somewhat from 2018 results but remain positive in the near term.

We have adjusted general and total governmental fund results, including removal of routine transfers and one-time expenditures, to get a clearer picture of routine operations. The city has a trend of producing positive general fund and total governmental fund results, attributable to conservative budgeting, combined with increasing revenue streams, as a result of increased local government aid and property taxes. In fiscal 2018, primary general fund revenue sources include intergovernmental revenues (56%), property taxes (24%), and charges for services (10%).

For fiscal 2019, the city is expecting at least a \$100,000 general fund surplus and positive results across total governmental funds. The city has budgeted for a \$137,000 general fund surplus in fiscal 2020 and management reports it is on track with the budget at this time in the fiscal year. Attributing to the expected surplus for fiscal 2020 are lower-than-normal capital expenditures out of the general fund, which we view as reasonable. Given the city's track record of positive operations and positive estimates for fiscal years 2019 and 2020, we expect the city to maintain strong budgetary performance.

It is possible Windom's financial operations could weaken with economic declines as a result of the recession caused by the COVID-19 pandemic. Currently, management expects that revenues from all major sources, including property taxes and state aid, will remain stable, and is not planning for significant adjustments to revenues or expenditures

throughout fiscal 2020. However, if economic declines result in significant deterioration to the city's property tax revenues, or if the state makes significant reductions to shared revenues, we would expect Windom's budgetary performance could weaken without offsetting expenditure reductions.

Very strong budgetary flexibility

Windom's budgetary flexibility is very strong, in our view, with a high available fund balance in fiscal 2018 of 112% of operating expenditures, or \$3.8 million. The available fund balance includes \$3.3 million (96.6% of expenditures) in the general fund and \$527,000 (15% of expenditures) that is outside the general fund but legally available for operations.

In evaluating its budgetary flexibility, we included the cash available in its liquor fund in addition to the general fund. Given the city's expected surpluses for fiscal years 2019 and 2020, we do not expect the city's budgetary flexibility to weaken over the next two years.

Very strong liquidity

In our opinion, Windom's liquidity is very strong, with total government available cash at 2.5x total governmental fund expenditures and 16.2x governmental debt service in 2018. In our view, the city has strong access to external liquidity, if necessary.

The city's \$14 million in cash and investments (net of our adjustments for restricted cash) were held primarily in bank deposits and certificates of deposit, which we do not consider aggressive investments. The city's semi-frequent issuance of GO debt within the past 20 years supports our view that its access to external liquidity is strong. In 2016, the city entered into a \$2 million lease-purchase agreement with a private bank. While payment acceleration is provided as a default remedy under the lease, it is limited to the amounts due in the fiscal year of default. Given the relatively small debt service due in each year--about \$135,000--we do not consider this lease a liquidity risk. We expect liquidity to remain very strong.

Weak debt and contingent liability profile

In our view, Windom's debt and contingent liability profile is weak. Total governmental fund debt service is 15.6% of total governmental fund expenditures and net direct debt is 364% of total governmental fund revenue. Approximately 65% of the direct debt is scheduled to be repaid within 10 years, which is in our view a positive credit factor.

The city does not have any additional debt plans at this time.

Windom's pension contributions totaled 13.8% of total governmental fund expenditures in 2018. The city made its full annual required pension contribution in 2018.

We do not believe that pension liabilities represent a medium-term rating pressure, as contributions are only a modest share of the budget and we believe the city has the capacity to absorb higher costs without pressuring operations.

- Windom participates in two multiple-employer defined-benefit pension plans that have seen recent improvements in funded status, though plan statutory contributions have regularly fallen short of actuarial recommendations. Along with certain plan-specific actuarial assumptions and methods, this introduces some long-term risk of funding volatility and cost acceleration.
- The city also participates in a single-employer defined-benefit pension plan established to provide benefits for members of the Windom Fire Department. The plan features a conservative discount rate and net pension asset.

Summary: Windom, Minnesota; General Obligation; Non-School State Programs

State aid covers the majority of the pension contributions, and employer contributions have been above the statutorily determined amount.

- The city does not offer any other postemployment benefits to former or retired employees and has no liability in this area.

The city participates in the following plans:

- Minnesota General Employees Retirement Fund (GERF): 80.2% funded (as of June 30, 2019), with a city proportionate share of the plan's net pension liability of \$2 million.
- Minnesota Police and Fire Fund (PEPFF): 89.26% funded (June 30, 2019), with a proportionate share of \$593,000.
- Windom Firefighter's Relief Assn.: 164% funded (Dec. 31, 2018), with a net pension asset of \$542,000.

The city's combined pension contributions were 13.8% of governmental fund expenditures in fiscal 2018. Total contributions to GERF and PEPFF were 81% and 88%, respectively, of our minimum funding progress metric and were slightly above static funding in both cases. Annual contributions are based on a statutory formula that has typically produced contributions lower than the actuarially determined contribution for each plan, and we think that this increases risk of underfunding over time if the state legislature does not make adjustments to offset future funding shortfalls.

Other key risks include a 7.5% investment rate-of-return assumption (for both plans) that indicates some exposure to cost acceleration as a result of market volatility, and, for PEPFF, an amortization method that significantly defers contributions through a lengthy, closed 26-year amortization period based on a level 3.25% payroll growth assumption. Regardless, costs remain only a modest share of total spending, and we believe they are unlikely to pressure the city's medium-term operational health.

Strong institutional framework

The institutional framework score for Minnesota cities with a population greater than 2,500 is strong.

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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**WINDOM AREA HEALTH
INCOME STATEMENT**

	4/30/2019	Projected 4/30/2020	2021 Budget
REVENUES			
Total Patient Revenue	34,743,152	35,189,211	33,344,265
Deduction from Revenue	14,690,872	15,917,045	14,377,630
Other Income	184,199	699,024	174,024
Net Revenue from Operations	20,236,479	19,971,190	19,140,659
EXPENSE			
Employee Salaries	7,324,971	7,522,135	7,624,639
Employee Benefits	1,907,483	2,398,693	2,460,506
Pharmaceuticals	1,181,968	811,737	870,514
Supplies	1,427,762	1,426,113	1,319,142
Rents/Utilities	322,142	302,304	328,265
Purchased Services	4,222,131	4,453,254	4,046,730
Other Direct Expenses	1,331,493	1,420,251	1,532,435
Provision for Bad Debt	365,728	425,227	325,000
Depreciation	1,372,488	1,487,808	1,468,000
Interest	179,275	171,635	169,628
Total Expense	19,635,441	20,419,157	20,144,859
Net from Operations	601,038	(447,967)	(1,004,200)
Investment Income	159,681	204,217	185,000
Other Non-Operating Rev/Exp	44,612	(12,050)	(25,000)
Net Income (Loss)	805,331	(231,700)	(844,200)

Windom 2019 Drinking Water Report

This report contains important information about your drinking water. Have someone translate it for you, or speak with someone who understands it.

Información importante. Si no la entiende, haga que alguien se la traduzca ahora.

Making Safe Drinking Water

Your drinking water comes from a groundwater source: eight wells ranging from 87 to 142 feet deep, that draw water from the Quaternary Buried Unconfined, Quaternary Buried Artesian and Quaternary Water Table aquifers.

Windom works hard to provide you with safe and reliable drinking water that meets federal and state water quality requirements. The purpose of this report is to provide you with information on your drinking water and how to protect our precious water resources.

Contact Glenn Lund, Water\Wastewater Superintendent, at 507-831-6138 or Glenn.Lund@windommn.com if you have questions about Windom's drinking water. You can also ask for information about how you can take part in decisions that may affect water quality.

The U.S. Environmental Protection Agency sets safe drinking water standards. These standards limit the amounts of specific contaminants allowed in drinking water. This ensures that tap water is safe to drink for most people. The U.S. Food and Drug Administration regulates the amount of certain contaminants in bottled water. Bottled water must provide the same public health protection as public tap water.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.

Windom Monitoring Results

This report contains our monitoring results from January 1 to December 31, 2019.

We work with the Minnesota Department of Health to test drinking water for more than 100 contaminants. It is not unusual to detect contaminants in small amounts. No water supply is ever completely free of contaminants. Drinking water standards protect Minnesotans from substances that may be harmful to their health.

Learn more by visiting the Minnesota Department of Health's webpage [Basics of Monitoring and testing of Drinking Water in Minnesota](https://www.health.state.mn.us/communities/environment/water/factsheet/sampling.html) (<https://www.health.state.mn.us/communities/environment/water/factsheet/sampling.html>).

How to Read the Water Quality Data Tables

The tables below show the contaminants we found last year or the most recent time we sampled for that contaminant. They also show the levels of those contaminants and the Environmental Protection Agency's limits. Substances that we tested for but did not find are not included in the tables.

We sample for some contaminants less than once a year because their levels in water are not expected to change from year to year. If we found any of these contaminants the last time we sampled for them, we included them in the tables below with the detection date.

We may have done additional monitoring for contaminants that are not included in the Safe Drinking Water Act. To request a copy of these results, call the Minnesota Department of Health at 651-201-4700 or 1-800-818-9318 between 8:00 a.m. and 4:30 p.m., Monday through Friday.

Definitions

- **AL (Action Level):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
- **EPA:** Environmental Protection Agency
- **MCL (Maximum contaminant level):** The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
- **MCLG (Maximum contaminant level goal):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- **MRDL (Maximum residual disinfectant level):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **MRDLG (Maximum residual disinfectant level goal):** The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- **N/A (Not applicable):** Does not apply.
- **ppb (parts per billion):** One part per billion in water is like one drop in one billion drops of water, or about one drop in a swimming pool. ppb is the same as micrograms per liter ($\mu\text{g}/\text{l}$).
- **ppm (parts per million):** One part per million is like one drop in one million drops of water, or about one cup in a swimming pool. ppm is the same as milligrams per liter (mg/l).
- **PWSID:** Public water system identification.

Monitoring Results – Regulated Substances

LEAD AND COPPER – Tested at customer taps.

Contaminant (Date, if sampled in previous year)	EPA's Ideal Goal (MCLG)	EPA's Action Level	90% of Results Were Less Than	Number of Homes with High Levels	Violation	Typical Sources
Lead	0 ppb	90% of homes less than 15 ppb	1.9 ppb	0 out of 19	NO	Corrosion of household plumbing.
Copper	0 ppm	90% of homes less than 1.3 ppm	1.02 ppm	0 out of 19	NO	Corrosion of household plumbing.

Potential Health Effects and Corrective Actions (If Applicable)

Copper/Lead: During the year, we failed to take a sample and/or submit information on lead and copper during the required testing period(s) of 06/01/19 to 09/30/19. Because we did not monitor or failed to monitor completely during the compliance period(s), we did not know whether lead or copper was present in your drinking water, and we are unable to tell you whether your health was at risk during this time.

INORGANIC & ORGANIC CONTAMINANTS – Tested in drinking water.

Contaminant (Date, if sampled in previous year)	EPA's Ideal Goal (MCLG)	EPA's Limit (MCL)	Highest Average or Highest Single Test Result	Range of Detected Test Results	Violation	Typical Sources
Nitrate	10 ppm	10.4 ppm	0.88 ppm	N/A	NO	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.
Barium	2 ppm	2 ppm	0.21 ppm	N/A	NO	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposit.

CONTAMINANTS RELATED TO DISINFECTION – Tested in drinking water.

Substance (Date, if sampled in previous year)	EPA's Ideal Goal (MCLG or MRDLG)	EPA's Limit (MCL or MRDL)	Highest Average or Highest Single Test Result	Range of Detected Test Results	Violation	Typical Sources
Total Trihalomethanes (TTHMs)	N/A	80 ppb	21 ppb	N/A	NO	By-product of drinking water disinfection.
Total Haloacetic Acids (HAA)	N/A	60 ppb	8.2 ppb	N/A	NO	By-product of drinking water disinfection.
Total Chlorine	4.0 ppm	4.0 ppm	1.15 ppm	0.30 - 2.12 ppm	NO	Water additive used to control microbes.

Total HAA refers to HAA5

OTHER SUBSTANCES – Tested in drinking water.

Substance (Date, if sampled in previous year)	EPA's Ideal Goal (MCLG)	EPA's Limit (MCL)	Highest Average or Highest Single Test Result	Range of Detected Test Results	Violation	Typical Sources
Fluoride	4.0 ppm	4.0 ppm	0.69 ppm	0.64 - 0.77 ppm	NO	Erosion of natural deposits; Water additive to promote strong teeth.

Potential Health Effects and Corrective Actions (If Applicable)

Fluoride: Fluoride is nature's cavity fighter, with small amounts present naturally in many drinking water sources. There is an overwhelming weight of credible, peer-reviewed, scientific evidence that fluoridation reduces tooth decay and cavities in children and adults, even when there is availability of fluoride from other sources, such as fluoride toothpaste and mouth rinses. Since studies show that optimal fluoride levels in drinking water benefit public health, municipal community water systems adjust the level of fluoride in the water to a concentration between 0.5 to 1.5 parts per million (ppm), with an optimal fluoridation goal between 0.7 and 1.2 ppm to protect your teeth. Fluoride levels below 2.0 ppm are not expected to increase the risk of a cosmetic condition known as enamel fluorosis.

Monitoring Results – Unregulated Substances

In addition to testing drinking water for contaminants regulated under the Safe Drinking Water Act, we sometimes also monitor for contaminants that are not regulated. Unregulated contaminants do not have legal limits for drinking water.

Detection alone of a regulated or unregulated contaminant should not cause concern. The meaning of a detection should be determined considering current health effects information. We are often still learning about the health effects, so this information can change over time.

The following table shows the unregulated contaminants we detected last year, as well as human-health based guidance values for comparison, where available. The comparison values are based only on potential health impacts and do not consider our ability to measure contaminants at very low concentrations or the cost and technology of prevention and/or treatment. They may be set at levels that are costly, challenging, or impossible for water systems to meet (for example, large-scale treatment technology may not exist for a given contaminant).

A person drinking water with a contaminant at or below the comparison value would be at little or no risk for harmful health effects. If the level of a contaminant is above the comparison value, people of a certain age or with special health conditions - like a fetus, infants, children, elderly, and people with impaired immunity – may need to take extra precautions. Because these contaminants are unregulated, EPA and MDH require no particular action based on detection of an unregulated contaminant. We are notifying you of the unregulated contaminants we have detected as a public education opportunity.

- More information is available on MDH’s [A-Z List of Contaminants in Water](https://www.health.state.mn.us/communities/environment/water/contaminants/index.html) (<https://www.health.state.mn.us/communities/environment/water/contaminants/index.html>) and Fourth [Unregulated Contaminant Monitoring Rule \(UCMR 4\)](https://www.health.state.mn.us/communities/environment/water/com/ucmr4.html) (<https://www.health.state.mn.us/communities/environment/water/com/ucmr4.html>).

UNREGULATED CONTAMINANTS – Tested in drinking water.

Contaminant	Comparison Value	Highest Average Result or Highest Single Test Result	Range of Detected Test Results
Sodium*	20 ppm	14.1 ppm	N/A
Sulfate	500 ppm	69 ppm	N/A

*Note that home water softening can increase the level of sodium in your water.

Some People Are More Vulnerable to Contaminants in Drinking Water

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. The developing fetus and therefore pregnant women

may also be more vulnerable to contaminants in drinking water. These people or their caregivers should seek advice about drinking water from their health care providers. EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline at 1-800-426-4791.

Learn More about Your Drinking Water

Drinking Water Sources

Minnesota's primary drinking water sources are groundwater and surface water. Groundwater is the water found in aquifers beneath the surface of the land. Groundwater supplies 75 percent of Minnesota's drinking water. Surface water is the water in lakes, rivers, and streams above the surface of the land. Surface water supplies 25 percent of Minnesota's drinking water.

Contaminants can get in drinking water sources from the natural environment and from people's daily activities. There are five main types of contaminants in drinking water sources.

- **Microbial contaminants**, such as viruses, bacteria, and parasites. Sources include sewage treatment plants, septic systems, agricultural livestock operations, pets, and wildlife.
- **Inorganic contaminants** include salts and metals from natural sources (e.g. rock and soil), oil and gas production, mining and farming operations, urban stormwater runoff, and wastewater discharges.
- **Pesticides and herbicides** are chemicals used to reduce or kill unwanted plants and pests. Sources include agriculture, urban stormwater runoff, and commercial and residential properties.
- **Organic chemical contaminants** include synthetic and volatile organic compounds. Sources include industrial processes and petroleum production, gas stations, urban stormwater runoff, and septic systems.
- **Radioactive contaminants** such as radium, thorium, and uranium isotopes come from natural sources (e.g. radon gas from soils and rock), mining operations, and oil and gas production.

The Minnesota Department of Health provides information about your drinking water source(s) in a source water assessment, including:

- How Windom is protecting your drinking water source(s);
- Nearby threats to your drinking water sources;
- How easily water and pollution can move from the surface of the land into drinking water sources, based on natural geology and the way wells are constructed.

Find your source water assessment at [Source Water Assessments](https://www.health.state.mn.us/communities/environment/water/swp/swa) (<https://www.health.state.mn.us/communities/environment/water/swp/swa>) or call 651-201-4700 or 1-800-818-9318 between 8:00 a.m. and 4:30 p.m., Monday through Friday.

Lead in Drinking Water

You may be in contact with lead through paint, water, dust, soil, food, hobbies, or your job. Coming in contact with lead can cause serious health problems for everyone. There is no safe level of lead. Babies, children under six years, and pregnant women are at the highest risk.

Lead is rarely in a drinking water source, but it can get in your drinking water as it passes through lead service lines and your household plumbing system. Windom is responsible for providing high quality drinking water, but it cannot control the plumbing materials used in private buildings.

Read below to learn how you can protect yourself from lead in drinking water.

1. **Let the water run for 30-60 seconds** before using it for drinking or cooking if the water has not been turned on in over six hours. If you have a lead service line, you may need to let the water run longer. A service line is the underground pipe that brings water from the main water pipe under the street to your home.
 - You can find out if you have a lead service line by contacting your public water system, or you can check by following the steps at: <https://www.mprnews.org/story/2016/06/24/npr-find-lead-pipes-in-your-home>
 - The only way to know if lead has been reduced by letting it run is to check with a test. If letting the water run does not reduce lead, consider other options to reduce your exposure.
2. **Use cold water** for drinking, making food, and making baby formula. Hot water releases more lead from pipes than cold water.
3. **Test your water.** In most cases, letting the water run and using cold water for drinking and cooking should keep lead levels low in your drinking water. If you are still concerned about lead, arrange with a laboratory to test your tap water. Testing your water is important if young children or pregnant women drink your tap water.
 - Contact a Minnesota Department of Health accredited laboratory to get a sample container and instructions on how to submit a sample:
[Environmental Laboratory Accreditation Program](https://elido.web.health.state.mn.us/public/accreditedlabs/labsearch.seam)
<https://elido.web.health.state.mn.us/public/accreditedlabs/labsearch.seam>
 The Minnesota Department of Health can help you understand your test results.
4. **Treat your water** if a test shows your water has high levels of lead after you let the water run.
 - Read about water treatment units:
[Point-of-Use Water Treatment Units for Lead Reduction](https://www.health.state.mn.us/communities/environment/water/factsheet/poulead.html)
<https://www.health.state.mn.us/communities/environment/water/factsheet/poulead.html>

Learn more:

- Visit [Lead in Drinking Water](https://www.health.state.mn.us/communities/environment/water/contaminants/lead.html)
<https://www.health.state.mn.us/communities/environment/water/contaminants/lead.html>
- Visit [Basic Information about Lead in Drinking Water](http://www.epa.gov/safewater/lead) (<http://www.epa.gov/safewater/lead>)
- Call the EPA Safe Drinking Water Hotline at 1-800-426-4791. To learn about how to reduce your contact with lead from sources other than your drinking water, visit [Lead Poisoning Prevention: Common Sources](https://www.health.state.mn.us/communities/environment/lead/sources.html) (<https://www.health.state.mn.us/communities/environment/lead/sources.html>).

Help Protect Our Most Precious Resource – Water

Conservation

Conservation is essential, even in the land of 10,000 lakes. For example, in parts of the metropolitan area, groundwater is being used faster than it can be replaced. Some agricultural regions in Minnesota are vulnerable to drought, which can affect crop yields and municipal water supplies.

We must use our water wisely. Below are some tips to help you and your family conserve – and save money in the process.

- Fix running toilets—they can waste hundreds of gallons of water.
- Turn off the tap while shaving or brushing your teeth.
- Shower instead of bathe. Bathing uses more water than showering, on average.
- Only run full loads of laundry, and set the washing machine to the correct water level.
- Only run the dishwasher when it's full.
- Use water-efficient appliances (look for the WaterSense label).
- Use water-friendly landscaping, such as native plants.
- When you do water your yard, water slowly, deeply, and less frequently. Water early in the morning and close to the ground.
- Learn more
 - [Minnesota Pollution Control Agency's Conserving Water webpage \(https://www.pca.state.mn.us/living-green/conserving-water\)](https://www.pca.state.mn.us/living-green/conserving-water)
 - [U.S. Environmental Protection Agency's WaterSense webpage \(https://www.epa.gov/watersense\)](https://www.epa.gov/watersense)

Home Water Treatment

Reduce Backflow at Cross Connections

Bacteria and chemicals can enter the drinking water supply from polluted water sources in a process called backflow. Backflow occurs at connection points between drinking water and non-drinking water supplies (cross connections) due to water pressure differences.

For example, if a person sprays an herbicide with a garden hose, the herbicide could enter the home's plumbing and then enter the drinking water supply. This could happen if the water pressure in the hose is greater than the water pressure in the home's pipes.

Property owners can help prevent backflow. Pay attention to cross connections, such as garden hoses.

The Minnesota Department of Health and American Water Works Association recommend the following:

- Do not submerge hoses in buckets, pools, tubs, or sinks.
- Keep the end of hoses clear of possible contaminants.

- Do not use spray attachments without a backflow prevention device. Attach these devices to threaded faucets. Such devices are inexpensive and available at hardware stores.
- Use a licensed plumber to install backflow prevention devices.
- Maintain air gaps between hose outlets and liquids. An air gap is a vertical space between the water outlet and the flood level of a fixture (e.g. the space between a wall-mounted faucet and the sink rim). It must be at least twice the diameter of the water supply outlet, and at least one inch.
- Commercial property owners should develop a plan for flushing or cleaning water systems to minimize the risk of drawing contaminants into uncontaminated areas.

The Pros and Cons of Home Water Softening

When considering whether to use a water softener, contact your public water system to find out if you have hard water. Many systems treat for hardness, making water softeners unnecessary.

Water softeners are a water treatment device. They remove water hardness (dissolved calcium and magnesium). Water softeners must be installed and maintained properly to be safe and effective. Learn more at [Home Water Softening](https://www.health.state.mn.us/communities/environment/water/factsheet/softening.html) (<https://www.health.state.mn.us/communities/environment/water/factsheet/softening.html>).

The benefits of soft water include:

- Increased efficiency for soaps and detergents.
- Reduction in mineral staining on fixtures and in pipes.
- A potential increase in the lifespan of water heaters.

The drawbacks of soft water include:

- Operation and maintenance costs.
- More sodium. People on low-sodium diets should consult a doctor if they plan to regularly consume softened water.
- The production of salt brine as a byproduct. This can have negative effects at wastewater treatment plants and on ecosystems. Reduce the amount of salt brine used or install a salt-free system.

ROAD MAINTENANCE AGREEMENT

Date: April 16, 2020

BACKGROUND INFORMATION

1. That 6th Avenue South is a paved public street which is located in both the City of Windom, Minnesota (“**Windom**”) and in Great Bend Township. This street is approximately one mile long, runs North and South, and will be referred to in this Agreement as “**the Road**”.
 2. That Great Bend Township has offered to pay Windom \$25,000.00 cash if Windom will be solely responsible to pay all future costs of labor and materials to repair, maintain, upgrade, and replace the North 3,960 feet (3/4ths of a mile) of the Road, and if Windom will plow all of the Road.
 3. That Great Bend Township has agreed to plow and grade all that portion of 18th Avenue/470th Avenue which is located North of the most Northerly line of Red Leaf Court in Windom.
 4. That Windom and Great Bend Township have had verbal discussions regarding this Agreement and they both wish to reduce to writing their complete understanding of their respective rights, duties, and obligations.
-

AGREEMENT

NOW THEREFORE in consideration of \$25,000.00 cash and in consideration of the mutual covenants and conditions contained in this Agreement, Windom and Great Bend Township hereby mutually agree as follows:

1. **DEFINITION OF "THE ROAD":** That Windom and Great Bend Township hereby agree that the borders of "the Road" are as follows:

The North boundary line of the Road is the North lines of Sections 35 and 36 in Township 105 North, Range 36 West of the 5th Principal Meridian in Cottonwood County Minnesota;

The South boundary line of the Road is the South lines of said Sections 35 and 36;

The West boundary line of the Road is the East 33 feet of said Section 35; and

The East boundary line of the Road is the West 33 feet of said Section 36.
2. **WINDOM'S RESPONSIBILITIES:** That Windom shall be solely responsible to pay all costs of labor and materials to repair, maintain, upgrade, and replace the North 3,960 feet (3/4ths of a mile) of the Road. Windom shall also be solely responsible to plow all of the Road and pay all costs associated therewith.
3. **GREAT BEND TOWNSHIP'S RESPONSIBILITIES:** That Great Bend Township shall be solely responsible to pay all costs of labor and materials to repair, maintain, upgrade, and replace all that portion of the Road which is located South of the North 3,960 feet of the Road, which is approximately 1/4th of a mile.

That Great Bend Township shall also be solely responsible to plow and grade all that part of 18th Avenue/470th Avenue in Windom which is located North of the most Northerly line of Red Leaf Court in Windom, and pay all costs associated therewith.
4. **WINDOM'S DISCRETION TO FIX ROAD:** That Windom shall have the sole and exclusive discretion to determine what repairs, maintenance, upgrades and replacement (if any) will occur to the North 3,960 feet of the Road.
5. **GREAT BEND TOWNSHIP'S DISCRETION TO FIX ROAD:** That Great Bend Township shall have the sole and exclusive discretion to determine what repairs, maintenance, upgrades and replacement (if any) will occur over that portion of the Road which is located South of the North 3,960 feet of the Road.
6. **FUNDS RECEIVED BY WINDOM:** That all grants, loans, money, and other financial assistance which Windom receives to repair, replace, upgrade or maintain the North 3,960 feet of the Road shall be the sole and exclusive property of Windom.
7. **FUNDS RECEIVED BY GREAT BEND TOWNSHIP:** That all grants, loans, money, and other financial assistance which is received to repair, replace, upgrade or maintain that portion of the Road which is located South of the North 3,960 feet of the Road shall be the sole and exclusive property of Great Bend Township.

8. **CONSIDERATION:** That Great Bend Township shall make a cash payment to Windom in the amount of \$25,000.00 as consideration for Windom agreeing to pay all future costs of labor and materials to repair, replace, upgrade, and maintain the North 3,960 feet of the Road and to plow all of the Road. The entire amount of \$25,000.00 shall be paid on or before December 31, 2020.
9. **EFFECTIVE DATE OF AGREEMENT:** All terms and conditions of this Agreement shall take effect on as of April 1, 2020.
10. **TOWNLINe AGREEMENT:** Windom and Great Bend Township hereby acknowledge that this Agreement was created and signed pursuant to the provisions of Minnesota Statute 164.14, and both Windom and Great Bend Township hereby agree to be bound by all the provisions of Minnesota Statute 164.14 as amended.
11. **MERGER LANGUAGE:** This Agreement constitutes the entire agreement of the parties, with respect to the subject matter hereof, and all prior correspondence, memoranda, agreements, and understandings, (whether written or oral) with respect hereto, are merged into this Agreement.
12. **PARAGRAPH HEADINGS:** The paragraph headings are for convenience only. They are not part of this Agreement and shall not be used in the construction of this Agreement.
13. **AMENDMENT:** No amendment, modification, or alteration of the terms of this Agreement, shall be binding, unless the same are in writing, dated subsequent to the date hereof, and duly executed by Windom and Great Bend Township.
14. **GOVERNING LAW, JURISDICTION, AND VENUE:** This entire Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Windom and Great Bend Township agree that the Cottonwood County, Minnesota, District Court shall have exclusive personal jurisdiction over both Windom and Great Bend Township for all legal actions and disputes, which arise out of this Agreement. Windom and Great Bend Township further agree that the sole venue for any legal actions or disputes, which arise out of this Agreement shall be the Cottonwood County, Minnesota, District Court.

15. **COUNTERPARTS:** This Agreement may be executed in counterparts (including by means of telecopied, email, facsimile or PDF email signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement.

THIS INSTRUMENT WAS DRAFTED BY:

Ronald J. Schramel
Attorney at Law
Attorney Reg. No. 254757
Schramel Law Office
910 Fourth Avenue, PO Box 505
Windom, MN 56101
P: (507) 831-1301
F: (507) 831-4200

The undersigned hereby agrees to all the terms and conditions of this Road Maintenance Agreement.

City of Windom

By: _____
Dominic Jones its Mayor

By: _____
Steve Nasby its City Administrator

State of Minnesota, County of Cottonwood

This instrument was acknowledged before me on _____, 2020 by Dominic Jones in his capacity as Mayor of the City of Windom, Minnesota, a home rural charter city under the laws of the State of Minnesota.

(signature of notarial officer)

State of Minnesota, County of Cottonwood

This instrument was acknowledged before me on _____, 2020 by Steve Nasby in his capacity as City Administrator of the City of Windom, Minnesota, a home rural charter city under the laws of the State of Minnesota.

(signature of notarial officer)

I hereby certify that this Road Maintenance Agreement was approved by the City Council of the City of Windom, Minnesota on _____, 2020.

By: _____
Steve Nasby Windom City Administrator

The undersigned hereby agree to all the terms and conditions of this Road Maintenance Agreement.

Great Bend Township

By: _____
Doug Kremmin its Chairman/Supervisor

By: _____
Ray Elston its Clerk

State of Minnesota, County of Cottonwood

This instrument was acknowledged before me on _____, 2020 by Doug Kremmin in his capacity as Chairman/Supervisor of Great Bend Township, a public body under the laws of the State of Minnesota.

(signature of notarial officer)

State of Minnesota, County of Cottonwood

This instrument was acknowledged before me on _____, 2020 by Ray Elston in his capacity as Clerk of Great Bend Township, a public body under the laws of the State of Minnesota.

(signature of notarial officer)

I hereby certify that this Road Maintenance Agreement was approved by the Great Bend Township Board on _____ 2020.

By: _____
Ray Elston its Clerk

ACTION ITEM



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

TO: City Council
FROM: Tim Hogan, Recreation Director
DATE: May 5, 2020
RE: Seasonal Part Time
DEPT: Pool and Recreation
CONTACT: Tim Hogan 507-822-0514 (e-mail- tim.hogan@windommn.com)

Recommendations/Options/Action Requested

If Governor Walz lifts the Stay at Home Order providing guidance allowing the opening of pools and summer recreational activities. Staff recommends that the City Council hire/rehire the following list of recreation and pool employees for the 2020 season. Official hiring date would be at the discretion of the Recreation Director.

Returning Pool Staff

Londyn Espenson	Claire Walinga	Jenna Veenker
Olivia Smith	Jordyn Alm	Emily Steen
Sydney Paulson	Shelby Erickson	Tori Christopher
Gracie Bucher	Zachary Squires	Jadyn Wormstadt

New Pool Staff

Kaleyn Donchez	Abbi Zeiske	Elliot Espenson
Makenzie Doorenbos	Makenna McNamera	Brooklyn Flaherty
Jacob Van Norman		

Recreation

Reegen Elder	Kaitlee Huska	Jenna Brockman	Adam Perrizo
Rachel Wolf			

Issue Summary/Background

The above list of employees will be hired/rehired by the Pool and Recreation Department after satisfactory performance in the Summer of 2019.

Fiscal Impact

Funds were budgeted to pay the wages of seasonal employees for the Pool and Recreation Programs.

ACTION ITEM



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

TO: Steve Nasby and the City Council
FROM: Brian Cooley, Street and Parks Superintendent
DATE: April 16, 2020
RE: **2020 Seasonal Hire**
DEPT: Street & Parks Department
CONTACT: Brian.Cooley@windommn.com

Recommendations/Options/Action Requested

I would like to recommend to the City Council to hire Travis Janssen, Noah Kloss and Ken Derickson as seasonal workers for this spring and summer. Noah will start on, May 18, 2020, Travis will start on May 2020, and Ken's starting date will be on May 2020.

Part-time Seasonal Pay Rates
Travis Janssen \$12.00
Noah Kloss \$11.75
Ken Derickson \$12.00

Issue Summary/Background

Travis and Ken have worked for the Street and Parks Department for several years now and this will be Noah's second year. With these three applicants, this will conclude hiring seasonal positions with the Street & Parks Department in 2020.

Fiscal Impact

The Street and Parks Department has three seasonal workers budgeted for 2020.

Attachments

None

ACTION ITEM



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

TO: City Council
FROM: Mayor Dominic Jones
DATE: April 1, 2020
RE: Mayor Appointment to the Telecom Commission
DEPT: Mayor/Council
CONTACT: Mayor Dominic Jones

Recommendations/Options/Action Requested

Recommendation from the Mayor to the City Council for approval of the following appointment to the Telecom Commission.

Issue Summary/Background

Telecom Commission

Josh Peterson

Term Expires

12/31/23 Appointment

Fiscal Impact

None.

Attachments

None.

ACTION ITEM



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

TO: City Council
FROM: Solid Waste Committee
DATE: April 29, 2020
RE: City Wide Cleanup Event
DEPT: Administration
CONTACT: Denise Nichols 832-8652

Recommendations/Options/Action Requested

Following discussion and research, the Ad Hoc Committee identified two potential options for holding a Cleanup Event later this year. The Committee agreed to present these options to the City Council for final consideration. The Committee, staff and vendors all agreed that plans are contingent on the status of COVID-19 and the priority to keep everyone safe.

Option 1: Reschedule the event for Saturday, September 19, 2020 - Curbside pickup event.

Option 2: Reschedule the event for Saturday, September 19, 2020 - Multiple neighborhood drop-off site event.

Issue Summary/Background

The Committee held a meeting on April 29th and discussed several options to reschedule the annual event. Mike Johnson, Hometown Sanitation, suggested that an added safety feature would be to keep items contained and to avoid piles that include small items to allow safer pickup by sanitation staff. Timing of the event in the summer and early fall was considered depending on how safe it is to hold the event. It was agreed that currently it is not safe to hold the event and preference is to wait and make sure it is safe for everyone before conducting an event.

One possible option suggested was a credit at the landfill if residents took their items directly to the landfill. Issues identified with this option included the county landfill staff administering the collection, validation of residency and concern if residents could get items to the landfill. Members of the Committee agreed that they preferred a curbside pickup.

Mike Johnson suggested that other cities have set up a site with dumpsters or trucks for an allotted day or hours to allow residents to bring items to the site for drop off. Johnson felt this would be a safer option for residents and sanitation staff. It would also offer less risk to the public since people would not be going through items left on the curb. The Committee also discussed concerns with this option regarding the difficulty for some residents to get items to the specific sites.

With the current COVID-19 climate, the County does not know if they will be able to conduct a curbside mattress pickup. If not, the Committee agreed that this service would not be offered this year. The landfill and electronic/appliance recycler would be available on September 19th to hold the rescheduled event. Hometown Sanitation is also available on that date.

It was noted that if the event is rescheduled to September 19th and COVID is still prevalent and Option 1 (a curbside event) cannot take place, a possible Plan-B could be Option 2 with neighborhood drop-off sites. If neither event is feasible at that time, the event would likely be cancelled for the year.

Fiscal Impact

The City collects a monthly fee of \$1.00 per household for the cleanup event and recycling tag fees cover costs for recycling unless the Council offers reduced recycling rates/subsidies.

Attachments

None



**BOLTON
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

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

April 29, 2020

Via Email

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

RE: Payment Request No. 18
Wastewater Treatment Facility Improvements
Windom, Minnesota
Project No. T22.113672

Attn: Steve Nasby, City Administrator

Dear Mayor and Council Members:

Please find attached Application for Payment No. 18 from Gridor Constr., Inc. for the work completed to date for the construction of the Wastewater Treatment Facility Improvements. We reviewed this application and find it acceptable for payment. We recommend making a payment of \$334,150.00 to Gridor Constr., Inc. Please sign the first page of the application, forward copy along with the payment to Gridor Constr., Inc., a copy to Chelsea Alger, Bolton & Menk, and keep one copy for your records.

Sincerely,

Bolton & Menk, Inc.

R. Kelly Yahnke
Project Manager

RKY

Enclosure

Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)	
			From Previous Application	This Period					
				Percent					Amount
1.001	Mobilization Insurance and Bonds	\$450,000	\$450,000			\$450,000	100.0%	\$0	
1.001	Allowances	\$421,000	\$168,127	5%	\$21,050	\$189,177	44.9%	\$231,823	
Subtotal for	Division 1	\$871,000	\$618,127		\$21,050	\$639,177	73.4%	\$231,823	
			\$618,127		check	\$639,177			

Division 2									
Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)	
			From Previous Application	This Period					
				Percent					Amount
2.001	Erosion Control / Silt Fence	\$30,000	\$25,500			\$25,500	85.0%	\$4,500	
2.002	Clear and Grub Site	\$35,000	\$35,000			\$35,000	100.0%	\$0	
2.003	Fine Grade and Restore Site	\$300,000	\$75,000			\$75,000	25.0%	\$225,000	
2.004	Demo Labor and Material	\$420,000	\$336,000	5.00%	\$21,000	\$357,000	85.0%	\$63,000	
2.005	General Excavation	\$400,000	\$380,000			\$380,000	95.0%	\$20,000	
2.006	General Backfill Materials	\$250,000	\$225,000	2.00%	\$5,000	\$230,000	92.0%	\$20,000	
2.007	Pipe Lining - Alt #1	\$1,270,000	\$1,231,900			\$1,231,900	97.0%	\$38,100	
2.008	Pipe Lining - Alt #2	\$330,000	\$313,500			\$313,500	95.0%	\$16,500	
2.009	Fencing	\$20,000	\$3,000			\$3,000	15.0%	\$17,000	
2.010	Landscaping and Seedings	\$25,000				\$0	0.0%	\$25,000	
2.011	Roads, Walks and Curbs	\$175,000				\$0	0.0%	\$175,000	
2.012	Site Utilities - Labor & Equipment	\$315,000	\$267,750	2.00%	\$6,300	\$274,050	87.0%	\$40,950	
2.013	Site Utilities - Material	\$425,000	\$331,500	12.00%	\$51,000	\$41,370	\$423,870	99.7%	\$1,130
2.014	Manholes - Labor/ Equipment & Material	\$40,000	\$40,000			\$40,000	100.0%	\$0	
Subtotal for	Division 2	\$4,035,000	\$3,264,150.00		\$83,300	\$41,370	\$3,388,820	83.99%	\$646,180
			check	\$3,264,150	Check	\$3,388,820			

Division 3									
Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)	
			From Previous Application	This Period					
				Percent					Amount
3.001	F/P/I Concrete 4000 cy @ 450 cy	\$1,800,000	\$1,629,000			\$1,629,000	90.5%	\$171,000	
3.002	Rebar Materials	\$530,000	\$503,500			\$503,500	95.0%	\$26,500	
3.003	Rebar Install	\$230,000	\$218,500			\$218,500	95.0%	\$11,500	
3.004	Precast Concrete / Hollowcore	\$60,000	\$60,000			\$60,000	100.0%	\$0	
Subtotal for	Division 3	\$2,620,000	\$2,411,000.00		\$0	\$0	\$2,411,000	92.02%	\$209,000
			check	\$2,411,000	Check	\$2,411,000			

Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)	
			From Previous Application	This Period						
				Percent						Amount
Division 4										
4.001	Masonry	\$360,000	\$360,000				\$360,000	100.0%	\$0	
Subtotal for	Division 4	\$360,000	\$360,000.00		\$0	\$0	\$360,000	100.00%	\$0	
		check	\$360,000			Check	\$360,000			
Division 5										
5.001	Misc Metals - Materials	\$240,000	\$220,800			\$15,804	\$236,604	98.6%	\$3,396	
5.002	Misc Metals - Labor	\$60,000	\$51,000	5.00%	\$3,000		\$54,000	90.0%	\$6,000	
5.003	Hatches	\$20,000	\$20,000				\$20,000	100.0%	\$0	
Subtotal for	Division 5	\$320,000	\$291,800.00		\$3,000	\$15,804	\$310,604	97.06%	\$9,396	
		check	\$291,800			Check	\$310,604			
Division 6										
6.001	Carpentry	\$10,000	\$8,500	5.00%	\$500		\$9,000	90.0%	\$1,000	
Subtotal for	Division 6	\$10,000	\$8,500.00		\$500	\$0	\$9,000	90.00%	\$1,000	
		check	\$8,500			Check	\$9,000			
Division 7										
7.001	Dampproofing	\$30,000	\$30,000				\$30,000	100.0%	\$0	
7.002	Insulation / Vapor Barriers	\$35,000	\$35,000				\$35,000	100.0%	\$0	
7.003	Roof System	\$70,000	\$70,000				\$70,000	100.0%	\$0	
7.004	Caulking	\$15,000	\$9,000	35.00%	\$5,250		\$14,250	95.0%	\$750	
Subtotal for	Division 7	\$150,000	\$144,000.00		\$5,250	\$0	\$149,250	99.50%	\$750	
		check	\$144,000			Check	\$149,250			
Division 8										
8.001	Hollow Metal Doors Frames and Hardware	\$35,000	\$31,500	5.00%	\$1,750		\$33,250	95.0%	\$1,750	
8.002	Overhead Doors	\$15,000	\$15,000				\$15,000	100.0%	\$0	
Subtotal for	Division 8	\$50,000	\$46,500.00		\$1,750	\$0	\$48,250	96.50%	\$1,750	
		check	\$46,500			Check	\$48,250			

Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)	
			From Previous Application	This Period					
				Percent					Amount
Division 9									
9.001	Painting - Headworks	\$100,000	\$70,000	27.00%	\$27,000	\$97,000	97.0%	\$3,000	
9.002	Painting - Anaerobic / Anoxic Basins	\$70,000				\$0	0.0%	\$70,000	
9.003	Painting - Rapid Mix Tank	\$35,000				\$0	0.0%	\$35,000	
9.004	Painting - Aeration Tanks 1-3	\$110,000		35.00%	\$38,500	\$38,500	35.0%	\$71,500	
9.005	Painting - Clarifiers 1 & 2	\$35,000	\$35,000			\$35,000	100.0%	\$0	
9.006	Painting - Control Building	\$40,000				\$0	0.0%	\$40,000	
9.007	Painting - Filter Building	\$25,000	\$23,750	2.00%	\$500	\$24,250	97.0%	\$750	
9.008	Painting - Chlorine / Post Aeration	\$50,000	\$50,000			\$50,000	100.0%	\$0	
9.009	Painting - Sludge Building / Biosolids	\$65,000	\$65,250	10.00%	\$6,500	\$61,750	95.0%	\$3,250	
Subtotal for	Division 9	\$530,000	\$234,000.00		\$72,500	\$0	\$306,500	57.83%	\$223,500
		check	\$234,000			Check	\$306,500		
Division 10									
10.001	Specialties	\$5,000				\$0	0.0%	\$5,000	
Subtotal for	Division 10	\$5,000	\$0.00		\$0	\$0	0.00%	\$5,000	
		check				Check	\$0		
Division 11									
11.001	Horizontal End Suction Pumps	\$80,000	\$78,400	2.00%	\$1,600	\$80,000	100.0%	\$0	
11.002	Chemical Feed Equipment	\$230,000	\$225,400			\$225,400	98.0%	\$4,600	
11.003	Hydraulic Gates	\$55,000	\$48,950			\$4,514	\$53,464	97.2%	\$1,536
11.004	Submersible Pumps	\$50,000	\$10,000			\$33,024	\$43,024	86.0%	\$6,976
11.005	Recess Vortex Pumps	\$110,000	\$109,450	0.50%	\$550	\$110,000	100.0%	\$0	
11.006	Rotary Lobe Pumps	\$75,000	\$75,000			\$75,000	100.0%	\$0	
11.007	Grit Removal Equipment	\$160,000	\$159,200	0.50%	\$800	\$160,000	100.0%	\$0	
11.008	Fine Screen	\$275,000	\$274,450	0.20%	\$550	\$275,000	100.0%	\$0	
11.009	Clarifier Equipment	\$250,000	\$250,000			\$250,000	100.0%	\$0	
11.010	Blowers	\$375,000	\$375,000			\$375,000	100.0%	\$0	
11.011	Fine Bubble Aeration	\$100,000	\$7,000			\$85,000	\$92,000	92.0%	\$8,000
11.012	Sludge Heat Exchanger	\$40,000	\$39,600	1.00%	\$400	\$40,000	100.0%	\$0	
11.013	Course Bubble Aeration	\$40,000	\$40,000			\$40,000	100.0%	\$0	
11.014	Rapid Mixers	\$40,000	\$4,000			\$31,849	\$35,849	89.6%	\$4,151
11.015	Submersible Mixers	\$50,000				\$45,084	\$45,084	90.2%	\$4,916
11.016	Biosolids Tank Mixers	\$75,000	\$75,000			\$75,000	100.0%	\$0	
11.017	Lab Equipment	\$10,000	\$10,000			\$10,000	100.0%	\$0	
11.018	Samplers	\$20,000	\$20,000			\$20,000	100.0%	\$0	
Subtotal for	Division 11	\$2,035,000	\$1,801,450.00		\$3,900	\$199,471	\$2,004,821	98.52%	\$30,179
		check	\$1,801,450						

Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)	
			From Previous Application	This Period						
				Percent						Amount
Division 12										
12.001	Furnishings	\$3,200					\$0	0.0%	\$3,200	
Subtotal for	Division 12	\$3,200	\$0.00		\$0	\$0	\$0	0.00%	\$3,200	
		check				Check	\$0			
Division 13										
13.001	Disc Filters	\$730,000	\$730,000				\$730,000	100.0%	\$0	
13.002	FRP Wiers and Baffles	\$30,000	\$30,000				\$30,000	100.0%	\$0	
Subtotal for	Division 13	\$760,000	\$760,000.00		\$0	\$0	\$760,000	100.00%	\$0	
		check	\$760,000			Check	\$760,000			
Division 14										
14.001	Devil Hoists	\$7,000	\$5,250				\$5,250	75.0%	\$1,750	
Subtotal for	Division 14	\$7,000	\$5,250.00		\$0	\$0	\$5,250	75.00%	\$1,750	
		check	\$5,250			Check	\$5,250			
Division 15										
15.001	Int. DIP & FTGS - Material	\$850,000	\$824,500	1.50%	\$12,750	\$8,614	\$845,864	99.5%	\$4,136	
15.002	Int. DIP & FTGS - Labor	\$150,000	\$142,500	2.00%	\$3,000		\$145,500	97.0%	\$4,500	
15.003	Valves	\$500,000	\$500,000				\$500,000	100.0%	\$0	
15.004	Misc Process Pipe - Material	\$50,000	\$32,500	20.00%	\$10,000		\$42,500	85.0%	\$7,500	
15.005	Misc Process Pipe - Labor	\$30,000	\$19,500	20.00%	\$6,000		\$25,500	85.0%	\$4,500	
15.006	Mechanical Insulation	\$32,000					\$0	0.0%	\$32,000	
15.007	Pre-treatment Plumbing / HVAC	\$250,000	\$237,500	3.00%	\$7,500		\$245,000	98.0%	\$5,000	
15.008	Sludge Building Plumbing /HVAC	\$50,000	\$40,000	15.00%	\$7,500		\$47,500	95.0%	\$2,500	
15.009	Filter Building Plumbing / HVAC	\$50,000	\$47,500	2.00%	\$1,000		\$48,500	97.0%	\$1,500	
15.010	Control Building Plumbing / HVAC	\$50,000	\$35,000	20.00%	\$10,000		\$45,000	90.0%	\$5,000	
15.011	Insulation	\$50,000	\$20,000	55.00%	\$27,500		\$47,500	95.0%	\$2,500	
15.012	Temp Controls	\$80,000	\$56,000	25.00%	\$20,000		\$76,000	95.0%	\$4,000	
Subtotal for	Division 15	\$2,142,000	\$1,955,000.00		\$105,250	\$8,614	\$2,068,864	96.59%	\$73,136	
		check	\$1,955,000			Check	\$2,068,864			

Item No.	B Description of Work	C Scheduled Value	D Work Completed		E	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)	
			From Previous Application	This Period						
				Percent						Amount
16.001	Electrical GC's	\$30,000	\$25,800	4.00%	\$1,200		\$27,000	90.0%	\$3,000	
16.002	Basic Materials	\$100,000	\$75,000	10.00%	\$10,000		\$85,000	85.0%	\$15,000	
16.003	Conduit and Fittings	\$250,000	\$195,000	12.00%	\$30,000		\$225,000	90.0%	\$25,000	
16.004	Wire and Cable	\$210,000	\$193,200	3.00%	\$6,300		\$199,500	95.0%	\$10,500	
16.005	Outlet Boxes	\$10,000	\$8,500	10.00%	\$1,000		\$9,500	95.0%	\$500	
16.006	Pull and Junction Boxes	\$15,000	\$12,750	5.00%	\$750		\$13,500	90.0%	\$1,500	
16.007	Wiring Devices	\$10,000	\$5,000	30.00%	\$3,000		\$8,000	80.0%	\$2,000	
16.008	Electrical Motors	\$15,000	\$11,250	10.00%	\$1,500		\$12,750	85.0%	\$2,250	
16.009	Disconnects	\$60,000	\$45,000	10.00%	\$6,000		\$51,000	85.0%	\$9,000	
16.010	Grounding	\$10,000	\$8,000	10.00%	\$1,000		\$9,000	90.0%	\$1,000	
16.011	Transformers	\$20,000	\$20,000				\$20,000	100.0%	\$0	
16.012	Panelboards	\$25,000	\$23,750				\$23,750	95.0%	\$1,250	
16.013	MCC's	\$410,000	\$405,900				\$405,900	99.0%	\$4,100	
16.014	Transfer Switches	\$50,000	\$50,000				\$50,000	100.0%	\$0	
16.015	Lighting	\$100,000	\$93,000	2.00%	\$2,000		\$95,000	95.0%	\$5,000	
16.016	Generator	\$160,000	\$160,000				\$160,000	100.0%	\$0	
16.017	Electrical Resistance Heating	\$25,000	\$18,500	10.00%	\$2,500		\$21,000	84.0%	\$4,000	
16.018	Software	\$135,000	\$108,000	5.00%	\$6,750		\$114,750	85.0%	\$20,250	
16.019	Control Panels	\$670,000	\$629,800	2.00%	\$13,400		\$643,200	96.0%	\$26,800	
16.020	Fiber Optics	\$20,000	\$10,000				\$10,000	50.0%	\$10,000	
16.021	DO Analyzers	\$50,000	\$20,000				\$20,000	40.0%	\$30,000	
16.022	Nitrate Analyzers	\$60,000	\$24,000				\$24,000	40.0%	\$36,000	
16.023	Ammonia Analyzers	\$35,000	\$7,000				\$7,000	20.0%	\$28,000	
16.024	Phosphorus Analyzers	\$35,000	\$7,000				\$7,000	20.0%	\$28,000	
16.025	LEL Gas Monitoring	\$15,000	\$7,500	20.00%	\$3,000		\$10,500	70.0%	\$4,500	
16.026	Cable Junction Boxes	\$35,000	\$21,000	10.00%	\$3,500		\$24,500	70.0%	\$10,500	
16.027	Control Stations	\$15,000	\$13,500				\$13,500	90.0%	\$1,500	
16.028	Instrumentation	\$115,000	\$86,250	5.00%	\$5,750		\$92,000	80.0%	\$23,000	
16.029	Coordination Study	\$15,000					\$0	0.0%	\$15,000	
Subtotal for	Division 16	\$2,700,000	\$2,284,700.00		\$97,650	\$0	\$2,382,350	88.24%	\$317,650	
			check \$2,284,700			Check	\$2,382,350			
Grand Total		\$16,598,200	\$14,184,477		\$394,150	\$265,259	14,843,886	89.43%	\$1,754,314	
							14,843,886			

Windom, MN WWTF

Stored Materials & Equipment Summary

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



Pay Req. No. 18
Period Ending: 4/30/2020

Grand Totals		\$16,598,200								
1.001	Mobilization Insurance and Bonds	\$450,000								
1.001	Allowances	\$421,000								
Subtotal for	Division 1	\$871,000								

2.001	Erosion Control / Silt Fence	\$30,000								
2.002	Clear and Grub Site	\$35,000								
2.003	Fine Grade and Restore Site	\$300,000								
2.004	Demo Labor and Material	\$420,000								
2.005	General Excavation	\$400,000								
2.006	General Backfill Materials	\$250,000								
2.007	Pipe Lining - Alt #1	\$1,270,000								
2.008	Pipe Lining - Alt #2	\$330,000								
2.009	Fencing	\$20,000								
2.010	Landscaping and Seedings	\$25,000								
2.011	Roads, Walks and Curbs	\$175,000								
2.012	Site Utilities - Labor & Equipment	\$315,000								
2.013	Site Utilities - Material	\$425,000	\$366,370		\$366,370	\$275,000	\$50,000	\$325,000		\$41,370
2.014	Manholes - Labor/ Equipment & Material	\$40,000	\$29,007		\$29,007	\$29,007		\$29,007		
Subtotal for	Division 2	\$4,035,000	\$395,377	\$0	\$395,377	\$304,007	\$50,000	\$354,007		\$41,370

3.001	F/P/I Concrete 4000 cy @ 450 cy	\$1,800,000								
3.002	Rebar Materials	\$530,000	\$189,303		\$189,303	\$189,303		\$189,303		
3.003	Rebar Install	\$230,000								
3.004	Precast Concrete / Hollowcore	\$60,000	\$21,855		\$21,855	\$21,855		\$21,855		
Subtotal for	Division 3	\$2,620,000	\$211,158	\$0	\$211,158	\$211,158	\$0	\$211,158		\$0

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

5.001	Misc Metals - Materials	\$240,000	\$160,804		\$160,804	\$145,000		\$145,000		\$15,804
5.002	Misc Metals - Labor	\$60,000								
5.003	Hatches	\$20,000	\$14,716		\$14,716	\$14,716		\$14,716		
Subtotal for	Division 5	\$320,000	\$175,520	\$0	\$175,520	\$159,716	\$0	\$159,716		\$15,804

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

Windom, MN WWTF

Stored Materials & Equipment Summary

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



Pay Req. No. 18
Period Ending: 4/30/2020

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

8.001	Hollow Metal Doors Frames and Hardware	\$35,000	\$23,110			\$23,110	\$23,110		\$23,110	
8.002	Overhead Doors	\$15,000								
Subtotal for	Division 8	\$50,000	\$23,110	\$0	\$0	\$23,110	\$23,110	\$0	\$23,110	\$0

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

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

11.001	Horizontal End Suction Pumps	\$80,000	\$63,343			\$63,343	\$63,343		\$63,343	
11.002	Chemical Feed Equipment	\$230,000	\$150,000			\$150,000	\$150,000		\$150,000	
11.003	Hydraulic Gates	\$55,000	\$21,514			\$21,514	\$17,000		\$17,000	\$4,514
11.004	Submersible Pumps	\$50,000	\$33,024			\$33,024				\$33,024
11.005	Recess Vortex Pumps	\$110,000	\$100,000			\$100,000	\$100,000		\$100,000	
11.006	Rotary Lobe Pumps	\$75,000	\$62,986			\$62,986	\$62,986		\$62,986	
11.007	Grit Removal Equipment	\$160,000	\$151,416			\$151,416	\$151,416		\$151,416	
11.008	Fine Screen	\$275,000	\$245,813			\$245,813	\$245,813		\$245,813	
11.009	Clarifier Equipment	\$250,000	\$197,603			\$197,603	\$197,603		\$197,603	
11.010	Blowers	\$375,000	\$327,311			\$327,311	\$327,311		\$327,311	
11.011	Fine Bubble Aeration	\$100,000	\$85,000			\$85,000				\$85,000
11.012	Sludge Heat Exchanger	\$40,000	\$35,000			\$35,000	\$35,000		\$35,000	
11.013	Course Bubble Aeration	\$40,000	\$35,000			\$35,000	\$35,000		\$35,000	
11.014	Rapid Mixers	\$40,000	\$31,849			\$31,849				\$31,849
11.015	Submersible Mixers	\$50,000	\$45,084			\$45,084				\$45,084
11.016	Biosolids Tank Mixers	\$75,000	\$64,700			\$64,700	\$64,700		\$64,700	
11.017	Lab Equipment	\$10,000								
11.018	Samplers	\$20,000								
Subtotal for	Division 11	\$2,035,000	\$1,649,643	\$0	\$0	\$1,649,643	\$1,450,172	\$0	\$1,450,172	\$199,471

Windom, MN WWTF

Stored Materials & Equipment Summary

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



Pay Req. No. **18**
Period Ending: **4/30/2020**

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

13.001	Disc Filters	\$730,000	\$51,349		\$51,349	\$51,349		\$51,349		
13.002	FRP Wiers and Baffles	\$30,000	\$25,000		\$25,000	\$25,000		\$25,000		
Subtotal for	Division 13	\$760,000	\$76,349	\$0	\$76,349	\$76,349	\$0	\$76,349	\$0	\$0

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

15.001	Int. DIP & FTGS - Material	\$850,000	\$308,614		\$308,614	\$290,000	\$10,000	\$300,000		\$8,614
15.002	Int. DIP & FTGS - Labor	\$150,000								
15.003	Valves	\$500,000	\$466,654		\$466,654	\$466,654		\$466,654		
15.004	Misc Process Pipe - Material	\$50,000								
15.005	Misc Process Pipe - Labor	\$30,000								
15.006	Mechanical Insulation	\$32,000								
15.007	Pre-treatment Plumbing / HVAC	\$250,000								
15.008	Sludge Building Plumbing /HVAC	\$50,000								
15.009	Filter Building Plumbing / HVAC	\$50,000								
15.010	Control Building Plumbing / HVAC	\$50,000								
15.011	Insulation	\$50,000								
15.012	Temp Controls	\$80,000								
Subtotal for	Division 15	\$2,142,000	\$775,268	\$0	\$775,268	\$756,654	\$10,000	\$766,654	\$0	\$8,614

16.001	Electrical GC's	\$30,000								
16.002	Basic Materials	\$100,000								
16.003	Conduit and Fittings	\$250,000	\$20,000		\$20,000	\$20,000		\$20,000		
16.004	Wire and Cable	\$210,000	\$110,103		\$110,103	\$110,103		\$110,103		
16.005	Outlet Boxes	\$10,000								
16.006	Pull and Junction Boxes	\$15,000								
16.007	Wiring Devices	\$10,000								
16.008	Electrical Motors	\$15,000								
16.009	Disconnects	\$60,000	\$2,500		\$2,500	\$2,500		\$2,500		
16.010	Grounding	\$10,000								
16.011	Transformers	\$20,000	\$12,300		\$12,300	\$12,300		\$12,300		
16.012	Panelboards	\$25,000	\$14,000		\$14,000	\$14,000		\$14,000		
16.013	MCC's	\$410,000	\$150,000		\$150,000	\$150,000		\$150,000		
16.014	Transfer Switches	\$50,000								
16.015	Lighting	\$100,000								
16.016	Generator	\$160,000								
16.017	Electrical Resistance Heating	\$25,000								

Windom, MN WWTF

Stored Materials & Equipment Summary

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



Pay Req. No. 18
Period Ending: 4/30/2020

16.018	Softwear	\$135,000	\$100,000		\$100,000	\$100,000		\$100,000	
16.019	Control Panels	\$670,000	\$206,549		\$206,549	\$206,549		\$206,549	
16.020	Fiber Optics	\$20,000							
16.021	DO Analyzers	\$50,000							
16.022	Nitrate Analyzers	\$60,000							
16.023	Ammonia Analyzers	\$35,000							
16.024	Phosphorus Analyzers	\$35,000							
16.025	LEL Gas Monitoring	\$15,000							
16.026	Cable Junction Boxes	\$35,000							
16.027	Control Stations	\$15,000	\$9,152		\$9,152	\$9,152		\$9,152	
16.028	Instrumentation	\$115,000	\$40,291		\$40,291	\$40,291		\$40,291	
16.029	Coordination Study	\$15,000							
Subtotal for	Division 16	\$2,700,000	\$664,895	\$0	\$664,895	\$355,992	\$0	\$664,895	\$0

Grand Totals **\$16,598,200** **\$3,971,320** **\$0** **\$3,971,320** **\$3,337,158** **\$60,000** **\$3,706,061** **\$265,259**



**BOLTON
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

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

April 29, 2020

Via Email

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

RE: Payment Request No. 1
Control Building Basement Floor Removal and Replacement
Wastewater Treatment Facility Improvements
Windom, Minnesota
Project No. T22.113672

Attn: Steve Nasby, City Administrator

Dear Mayor and Council Members:

Please find attached Application for Payment No. 1 from Gridor Constr., Inc. for the work completed to date for the removal and replacement of the Control Building Basement Floor at the Wastewater Treatment Facility. We reviewed this application and find it acceptable for payment. We recommend making a payment of \$112,300.00 to Gridor Constr., Inc. Please sign the first page of the application, forward copy along with the payment to Gridor Constr., Inc., a copy to my attention at Bolton & Menk, and keep one copy for your records.

Sincerely,

Bolton & Menk, Inc.

R. Kelly Yahnke
Project Manager

RKY

Enclosure

Lump Sum Contract

Contractor's Application for Payment No. 1

Project:	Wastewater Treatment Facility Improvements	From (Contractor):	Gridor Construction, Inc.	Application Date:	4/25/2020
To (Owner):	City of Windom, MN	Owner's Project No.:		Period From:	4/1/2020
Via (Engineer):	Bolton & Menk, Inc.	Engineer's Proj. No.:		Period To:	4/30/2020

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

1. ORIGINAL CONTRACT PRICE.....	\$ 115,400.00
2. Net change by Change Orders.....	\$ 0.00
3. Current Contract Price (Line 1 + 2).....	\$ 115,400.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 112,300.00
5. RETAINAGE:	
a. 5% X <u>\$112,300.00</u> Work Completed.....	\$ 0.00
b. 5% X <u>\$0.00</u> Stored Material.....	\$ 0.00
c. Less Total Retainage Released Early.....	\$ 0.00
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$ 0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 112,300.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 0.00
8. AMOUNT DUE THIS APPLICATION.....	\$ 112,300.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 3,100.00

Contractor's Certification

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

By: _____ Date: _____

Payment of \$ 112,300.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: *R. Kelly Yakubik* 04-29-2020
(Engineer) (Date)

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

is approved by: _____ (Owner) _____ (Date)

