

**Council Meeting**  
**Tuesday, September 15, 2020**  
**City Council Chamber**  
**6:30 p.m.**  
**AGENDA**



Call to Order

Pledge of Allegiance

1. Consent Agenda

- Minutes
  - Council Minutes – September 1, 2020
  - HRA – August 12, 2020
  - Telecom Commission – August 24, 2020
  - Planning Commission – September 8, 2020
  - Library Board – September 8, 2020
  - Park & Recreation Commission – September 9, 2020
- License
  - Amplification Permit – Night to Unite
- Regular Bills

2. Department Heads

3. Public Hearing – 2020D General Obligation Capital Improvement Plan Bonds

4. Night to Unite

- Proclamation – October 5, 2020
- Street Closure Request – Night to Unite – October 5, 2020

5. Police Department

- Cottonwood County Law Enforcement Center Lease Renewal
- Joint Powers and Court Services Agreements

6. Taxi License Rate - Resolution

7. Wolf Lake Connection Trail – Option to Acquire ROW

8. Preliminary 2021 Budget Levy - Resolution

9. CARES Act Funds Discussion

10. New Business

11. Old Business

12. Contractor Payment – Empire Building Construction LLC – Tennis Court Project #4 - \$27,032.17

13. Council Comments

14. Adjourn



**Regular Council Meeting  
City Hall, Council Chamber  
September 1, 2020  
6:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Jones

2. Roll Call:

Council Present:	Roll Call: Mayor Dominic Jones, JoAnn Ray, Marv Grunig, and James Nelson
Council Absent:	Jenny Quade and Rod Byam
City Staff Present:	Steve Nasby, City Administrator; Drew Hage, Development Director; Cory Hillesheim, Assistant Police Chief; Spencer Winzenried, Community Center Director; Ben Derickson, Fire Chief; John Nelson, Liquor Store Manager; Brian Cooley, Street & Parks Superintendent

3. Pledge of Allegiance

4. Consent Agenda:

- Minutes
  - Council Minutes – August 18, 2020
  - HRA – July 8, 2020
  - Community Center Commission – August 10, 2020
  - Library Board – August 18, 2020
  - Park & Recreation Commission – August 19, 2020
  - Utility Commission – August 26, 2020
- License
  - Amplification Permit – Cottonwood County 4-H Awards Program
  - Temporary Liquor License – Lions Club – September 19, 2020
- Regular Bills

**Motion by Ray second by Nelson approving the Consent Agenda. Aye: Grunig, Ray and Nelson. Nay: None. Motion carried 3 – 0.**

5. City Council Resignation – Rodney Byam:

Jones said Byam’s resignation letter was included in the packet effective September 1, 2020. Jones thanked Byam for his years of service to citizens and the City of Windom.

**Motion by Grunig second by Nelson accepting the Resignation of Council member Rodney Byam. Aye: Ray, Nelson and Grunig. Nay: None. Motion carried 3 – 0.**

Council consensus was to appoint the Councilmember-elect after the November election.

6. Department Heads:

Ben Derickson, Fire Chief, provided an update from the Unit 21 Fire Truck Committee. He said the group reviewed three truck bids with specifications provided by the Windom Fire Department. The Fire Truck Committee has a low quote of \$478,000 from Rosenbauer America, LLC and cut further costs with this vendor. If Council approved paying the chassis (\$235,000) for the new truck prior to October 1, 2020, the truck cost would be \$443,450. After October 1<sup>st</sup>, the cost could increase 3-5%. They may be willing to extend the quote to November 1<sup>st</sup>, 2020.

Jones said further discussion will take place at budget meetings and encouraged the Fire Department to reach out to the townships with their information as they are partners in the Fire budget.

7. Resolutions Accepting Donations:

**Council Member Grunig introduced the Resolution No. 2020-51, entitled "AUTHORIZATION TO ACCEPT A DONATION FROM THE AMERICAN LEGION AUXILIARY FOR THE WINDOM FIRE DEPARTMENT" and moved its adoption. The Resolution was seconded by Nelson and on roll call vote: Yes: Grunig, Nelson and Ray. No: None. Absent: Quade. Abstain: None. Resolution passed 3 - 0.**

**Council Member Nelson introduced the Resolution No. 2020-52, entitled "AUTHORIZATION TO ACCEPT A DONATION FROM BARNETT PRO CARE FOR THE WINDOM FIRE DEPARTMENT" and moved its adoption. The Resolution was seconded by Ray and on roll call vote: Yes: Nelson, Grunig and Ray. No: None. Absent: Quade. Abstain: None. Resolution passed 3 - 0.**

**Council Member Ray introduced the Resolution No. 2020-53, entitled "AUTHORIZATION TO ACCEPT DONATION FROM JOSH AMBROSE TO THE WINDOM POLICE DEPARTMENT K-9 UNIT" and moved its adoption. The Resolution was seconded by Grunig and on roll call vote: Yes: Grunig, Ray and Nelson. No: None. Absent: Quade. Abstain: None. Resolution passed 3 - 0.**

8. Windom – Wolf Lake Connection Trail Plan Presentation:

Drew Hage, Development Director, reviewed the plan for a connection trail from the City to the Wings on the Prairie Discovery Center at Wolf Lake Waterfowl Production Area, a property of the US Fish and Wildlife Service. Hage worked with the National Park Service in this effort.

Barett Steenrod, National Park Service/Rivers & Trails, presented the various potential trail connections to Wolf Lake. Public outreach was done with a survey, community open house, and a FAQ document that was posted on the City website. Safety, traffic and hunting concerns were considered. Steenrod explained development costs for the top options. Most of the monies for the trails would be sought out by grant dollars both public and private.

Hage said the Windom Comprehensive Plan and the Active Living Plan have been adopted by the City Council. The City of Windom has not committed to any specific plan or project; however, a formal plan is documented if a specific plan or project would be considered to move forward. Matching grant monies would have to be budgeted in the City's Capital Improvement Plan. Hage presented the needed steps for continue with the Wolf Lake Connection Trail.

## Preliminary

Jones questioned the match costs for land acquisition for a parcel between Co Rd 13 and Co Rd 17 if the City can purchase a right-of-way access. Hage answered that right-of-way acquisition dollars do qualify with MN DOT projects, but he was unsure about projects with DNR.

Council discussed the trail composition options and costs for maintenance. It was noted that Lakefield and Jackson has mostly asphalt trails.

**Motion by Grunig second by Ray adopting the Wolf Lake Trail Plan. Aye: Ray, Nelson and Grunig. Nay: None. Motion carried 3 – 0.**

### 9. Liquor Store Recommendation for Feasibility Study Consultant:

John Nelson, Liquor Store Manager, reviewed the two RFP's that were received for Riverbend Liquor. Nelson, Nasby, and the Liquor Store Committee interviewed the firms on August 25. The recommendation of the group was to recommend TSP, Inc. to complete Phase I in regards to exploring options and costs. The cost would be \$10,725; of which \$10,000 is budgeted in the Capital Improvements for the Liquor Store. Nelson said the remaining monies will be covered by Liquor Store revenues in 2020.

Jones asked for clarification on the RFP's alluding to the three different buildings. Nelson answered 1) expansion on-site, 2) new store on-site and 3) new store on another site. The firm considers customer flow, traffic flow and deliveries to the location.

**Motion by Ray second by Grunig approving hiring TSP, Inc. to complete Phase I (Feasibility & Pre-Design) for Riverbend Liquor. Aye: Ray, Nelson and Grunig. Nay: None. Motion carried 3 – 0.**

### 10. TIF 1-22 Substandard Building Resolution:

Hage gave an overview of the packet memo. He said that TIF District 1-22 could now include 1925 North Redding Avenue as is qualifies as "structurally substandard" in relation to comparable industrial buildings. Hage noted that the building has a concrete floor, ceiling height, interior partitions, and lower energy standards that qualify it as being "structurally substandard" as defined by Minnesota Statute. While the building is currently used for warehouse purposes, the City is not requiring any immediate repair or renovation of the building. By including this in the TIF District 1-22, renovation dollars to the property will assist in adding to financial flexibility in the district.

Nasby added that if the building repairs cost more than 15% of the building's value, qualifies the structure to be declared substandard. Any one element of the deficiencies listed in the memorandum would meet the TIF definition requirements.

**Council Member Grunig introduced the Resolution No. 2020-54, entitled "RESOLUTION FINDING PARCEL TO BE OCCUPIED BY IMPROVEMENTS AND SUBSTANDARD BUILDING" and moved its adoption. The Resolution was seconded by Ray and on roll call vote: Yes: Grunig, Ray and Nelson. No: None. Absent: Quade. Abstain: None. Resolution passed 3 - 0.**

11. Park & Recreation Commission Recommendation – Campground Closure:

Brian Cooley, Streets & Parks Superintendent, presented a recommendation to close the Island Park Campground from the Park & Recreation Commission. The campground did not meet reopening requirements this season due to COVID-19. Brown-Nicollet Environmental Health inspected the area and further noted violations and non-compliance items required according to current license requisites. Cooley said if any improvements were made to the campground, all violations and non-compliance items would have to be fixed.

Council discussed the campground and concluded that as it is currently licensed and permitted, it should remain a campground and operate as-is. There is no state mandate to close it. The Park & Recreation Committee was directed to further explore a new campground area before additional decisions are made with the current facility.

Jones asked if there was a City Council motion to close the Island Park Campground per Park & Recreation Commission Recommendation. No motion was made so no action was taken.

Grunig asked about the large piles of material that is remaining at Island Park. Cooley answered that material is still being used for the 2020 Street Project and once the crew is completed they will haul it away at the contractor's expense.

Jones directed staff to contact the contractor in regards to use some of the material to level out a nearby field at Island Park for future use but to stay in compliance with the DNR floodplain rules.

12. Street Department:

Cooley showed Council three new street sign placements that are recommended by the Street Committee and Police Chief Peterson. They are as follows:

- Replacing the Yield sign at 16<sup>th</sup> Street and Cottonwood Lake Drive with a Stop sign
- Adding a Stop signs at 11<sup>th</sup> Street and 5<sup>th</sup> Avenue
- Adding Crosswalk signs on Hospital Drive for the walking path

**Motion by Grunig second by Ray approving the Street Sign placements as presented. Aye: Nelson, Grunig and Ray. Nay: None. Motion carried 3 – 0.**

Cooley would like Council approval to block a portion of 19<sup>th</sup> Street in the 400-block area for a planned structure burn for the Fire Department from approximately 7:30 AM to 12:00 PM on September 27<sup>th</sup> with an alternate date if needed due to weather.

**Motion by Ray second by Nelson approving the temporary Street Closure as discussed with a contingency date (to be determined) if needed. Aye: Grunig, Ray and Nelson. Nay: None. Motion carried 3 – 0.**

Grunig asked about burning within City limits and if the proper policy is being followed. Derickson stated the proper permits will be obtained prior to the burn date.

13. Disposition of Surplus Equipment:

Nasby said the City has a 2005 Jeep that is no longer in use and needing repairs that maybe beyond the value of the vehicle. It has been parked for over a year at the Street Shop with no use.

Preliminary

Staff is requesting the vehicle be declared surplus and approve disposition to an interested party. A party has made an offer on the Jeep in excess of \$1,000, which is more than staff valued the vehicle.

**Motion by Ray second by Nelson approving the designation of equipment to surplus and approve its disposition. Aye: Grunig, Ray and Nelson. Nay: None. Motion carried 3 – 0.**

14. New Business:

None.

15. Old Business:

None.

16. Contractor Payments:

**Motion by Grunig second by Ray to approve the Pay Request #22 for Gridor Construction in the amount of \$162,862 for the Wastewater Treatment Facility Improvement Project. Aye: Ray, Nelson and Grunig. Nay: None. Motion carried 3 – 0.**

**Motion by Ray second by Nelson to approve the Pay Request #4 for Hjerpe Contracting, Inc. in the amount of \$630,617.26 for the 2020 Street Project. Aye: Grunig, Nelson and Ray. Nay: None. Motion carried 3 – 0.**

17. Council Comments:

Grunig thanked Byam for his service and wished him luck in his new endeavor.

Nasby also acknowledged Byam's contributions. He reminded the public that the census is open for another month and encouraged participation.

Jones ended with mentioning the pirate ship that has been placed at Island Park. Questions have arisen if it is allowed on City property and if proper protocols were followed. The Park & Recreation Commission is planning on discussing this item further with all parties involved (City Staff, School District, and Baseball Association) at their September 9<sup>th</sup> meeting. Jones stated he has received information regarding nuisance violations and is pushing for future action. He ended by thanking the public for following COVID-19 guidelines.

18. Adjournment:

**Mayor Jones adjourned the meeting by unanimous consent at 8:23 p.m.**

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Dominic Jones, Mayor

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

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

August 12, 2020 at 4:00pm

Regular meeting of the Board of Directors was held on August 12, 2020 at the Hillside Manor Community Room. Board Members present: Linda Jaakola, Tom White, Dan Molitor and HS liaison, Robert Stoesz. Also present was: Executive Director, Connie Clausen and City Liaison, Jim Nelson. Absent were Board Members, Margaret McDonald and Jean Fast.

The Regular Board Meeting was called to order at 4:06 pm with the consent agenda approved (White/Molitor) which included minutes from the previous meeting, the agenda, balance report and bills report.

Scheduled Guests: None

Old Business consisted of:

1. The Executive Director presented an update on the monthly turnaround rate. The average turn-around days since April 1, 2020 is 20.6 days. The June 2020 Fee Accountant Reports were also presented at this time.
2. Executive Director gave an update on the income and expenses to-date for the rental property at 957 River Road. Income to date is \$4,065.00 and expenses are \$1,603.60.
3. It was reported by the Executive Director that the RV Security Camera Project was completed prior to July 31, 2020 per the contract. She also presented the 2<sup>nd</sup> and final pay request to Safe-Secure in the amount of \$12,684.49. CFP2018 will be used to fund the final payment. A motion was approved to pay the 2<sup>nd</sup> & final pay request to Safe-N-Secure in the amount of \$12,684.49 (Molitor/White).
4. The Executive Director reported that she has been in contact with MEI regarding the RV Elevator Upgrades project. Parts have been ordered and we are waiting for the work to be scheduled.
5. The Executive Director gave an update on the RV Parking Lot issues. We are waiting to hear from Nelsen Concrete on scheduling the application of the product to fix the issues at no cost.
6. An update was given by the Executive Director on the RV113 Rehab Project due to a broken sewer pipe. The project has been completed and we've received the billing for all the expenses. The total cost was about \$12,000 including cost for hotel while the tenant was displaced.
7. The Executive Director was in contact with Midwest Bank Insurance regarding coverage for sewage spillage. We were able to put a policy in place covering each building at a limit of \$25,000 per incident less a \$5,000 deductible. The annual premium total was \$296.
8. The Executive Director reported that a contract was signed on August 3, 2020 with Marquix Erickson for A&E Services for two upcoming projects including window replacement at Hillside Manor and balcony repairs at Riverview. The contract was for a total of \$27,150 and will be funded by CFP2020.
9. The Executive Director reported on the Covid-19 Cares Funds recently received. Per HUD, these funds now can be used for expenses related to the Covid-10 pandemic as well as any general operating funds. The funds must be expended no later than December 31, 2020 and will be tracked and audited. After some discussion, a motion was approved to pay August operating bills including MN Energy, City of Windom, Hometown Sanitation and Abdo, Eick & Meyers for a total of \$14,511.70 (Molitor/White). It was also reported that the Windom HRA has been fortunate enough to receive a donation of one cloth mask for each tenant from Minnesota Housing recently.

New Business consisted of:

1. The Executive Director presented one (1) new Residential Rehab Loan requests. After review and discussion, a motion was made to approve the Residential Rehab Loan request for David and Tonja Krueger in the amount of \$10,000.00 (Molitor/White). The program will be advertised again on the Windom HRA's Facebook page soon.
2. It was reported by the Executive Director that we have been contacted by AT&T who will be upgrading cell tower equipment located on the roof of Riverview Apartments. The work is expected to be done between July 27 – August 5, 2020.

3. The Executive Director reports that HRA staff will be taking part in the 1<sup>st</sup> on-line workshop for the new NSPIRE inspection protocol on August 8, 2020. Both Riverview Apartments and Hillside Manor have been chosen to be a part of the new NSPIRE inspection protocol with REAC in hopes of improving the annual inspection scoring and process for Public Housing.
4. The Executive Director reports the following HUD and other reports worked on this past month. They include: FYE 03/31/2020 Annual Audit, Update Environmental Review; Annual Payroll Audit with SFM Insurance; MHFA Paper Review;
5. Upcoming board meetings will be September 9<sup>th</sup> (RV) and October 14<sup>th</sup> (HS).

With no further business, the meeting was adjourned at 4:52 pm (Molitor/White).



Linda Jaakola, Chairman



Connie Clausen, Executive Director

**TELECOMMUNICATIONS COMMITTEE MEETING  
CITY OF WINDOM COMMUNITY CENTER August 24, 2020**

**I. Call Meeting to Order.** The meeting was called to order by Eichstadt at 6:09 PM

**II. Roll Call:**

President:	Travis Eichstadt	City Staff:	Steve Nasby 6:34 PM
V President:	JD Palm	City Staff:	Jeff Dahna
Secretary:	Mike Schowalter <i>Absent</i>	Council Liaison:	Jenny Quade <i>Absent</i>
Commissioner:	Josh Peterson	Council Liaison:	Marv Grunig <i>Absent</i>
Commissioner:	Vacant <i>Absent</i>	Media:	Dirk Abraham
Media:	Rahn Larson <i>Absent</i>	Others Present:	-

**III. Approval of Minutes from June 15<sup>th</sup> 2020 meeting**

**Motion by Peterson, to approve minutes from the June 15<sup>th</sup>, 2020 meeting. Seconded by Palm. Motion approves 3 to 0.**

**IV. Project Updates:**

Dahna reports:

- Staff continues to work on the migration of Central Office CSA subscribers to E7-2 system. Due to the COVID-19 Executive Orders, staff has been limited migration cutovers and been working network additions. Fiber service installed to Lakeview Apts, Avera Clinic, Windom Elementary School.
- Outside Plant Expansion – Co Rd 13/17 Joint Electric/Telecom installation project, Telecom staff has been working on install fiber optic PON Peds and handholes. Directional boring to install fiber optic duct for the road crossings on Co Rd 13 this week.
- Email Server Upgrade: Went well. Resolved the web browser TLS security issues. The email sever has about 600Gb of email storage on it.
- Onvoy/Inteliquent Migration – Portal Training Toll Free services. Two Telecom staff members and Dahna will receive training on Portal usage for telecom services with IQN.
- Street Project Des Moines Drive – Techs are moving several fiber optic pedestals and raising a handhole

**V. Manager's Report:**

- Windomnet Medallion Hunt – Prize 6 months of 1Gb internet service. Five daily clues. Medallion was not found. Was placed in Tegels Park.
- Supply and Equipment lead times – Due to COVID-19 Vendors have increased lead times. 8 weeks or more. ADC Fiber optic 1x32-way splitters are \$1679 with a 35-37 week lead time. By using a 3D printing company, Dahna, and staff designed an adapter plate to install in the ADC cabinets and use bend incentive 1x32 way splitters. Dahna shows commissioners the adapter plate and new fiber 1x32 splitter. For the price of one ADC splitter we can get about 6 adapter/BI 32-way splitters with lead times of 20-25 days.
- Fiber Cut – Windom Elementary School new fiber drop was damaged 8/24/2020 by landscaping company burying irrigation lines. Fiber drop will be replaced.

- Inteliquent Long Distance Trunk Group switch migration – Status: Dahna covers that the project is now completed
- Network Operations Center (NOC) -48VDC power system - System load currently at 223.8 AMPS and 49.5% capacity.
- COVID-19 Windom Area Schools Distance Learning- Working on school needs. Setup E7-2 ONTs at several church locations. Migrating teacher’s personal internet service to the E7-2 system.
- Updated ONT Gigacenter software
- Updated 804 Mesh software
- Lakeside Apartments – Customer wants 1 Gb bulk reseller internet for service.

**VI. New Business:**

-Fiber Optic Splicing Trailer (FOST)– Dahna covers OSP Techs have requested a fiber optic splicing trailer to allow effective FO cable splicing. Staff located a used FOST for \$5,000. Used FOST are usually at a higher price point. If purchased, cost savings would be realized by doing our own work, fiber cuts can be repaired quicker/higher quality splicing. Staff safety and work area greatly improved. Contractor cost from one job: 48 fiber optic cable splicing – 96 fiber splices and prep work was \$3,044.00. Dahna reports that the used FOST already sold, if another would be available Dahna would like to purchase. Commissioners discuss options with Dahna.

**Motion by Palm, seconded by Peterson, to purchase a used fiber optic splicing trailer not to exceed \$5,000. Motion approved 3 – 0.**

-Vehicle Replacement –2006 Ford Van that has engine issues. Outside Plant (OSP) Techs currently use 2016 1500 pickup and are requesting a 2500 truck to safely pull equipment for fiber optic cable installations. Dahna covers the plan to order new 2500 truck for OSP Tech use, the 2016 1500 truck will be used to retire the 2006 van. Van would be sold/auctioned as excess equipment. Comrnissioners concur for a vehicle replacement budget request for CIP 2021.

**VII. Old Business:**

- Federal EDA CARES Act Grant – Dahna and commissioners discuss grant. Possible partnership opportunities with REAs. Commission consensus is to support Dahna in exploring possible REA opportunities.
- Video Service – Working with Southern Fiber Networks contract and channel lineup. Working with Southwest MN Broadband for video transport contract and local channel insertion into SFN platform. Commissioners discuss channel lineups, channel 22 Eagle TV, SFN on FD-500 system, fiber splitter additions.
- Video/Internet rates – work group to will work on new rates.

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

**IX. Set Next Telecom meeting:** September 28, 2020 at 6:00 PM at the Community Center.

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

\_\_\_\_\_  
**XXXX**, Telecom Committee President

\_\_\_\_\_  
**XXXX**, Telecom Committee Secretary

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

**CITY OF WINDOM  
PLANNING COMMISSION  
MINUTES  
SEPTEMBER 8, 2020**

1. Call to Order: The meeting was called to order by Vice Chairman Mattson at 7:05 p.m.

2. Roll Call & Guest Introductions:

Planning Commission: Brett Mattson, Greg Pfeffer, Jared Baloun, Ben Byam, Jeremy Johnson, Lorri Cole (by phone), Carol Hartman (by phone), and Marilyn Wahl (by phone).

Also Present: B&Z Staff: Zoning Admin. Andy Spielman and Admin. Asst. Mary Hensen; and Mayor Dominic Jones.

3. Approval of Minutes: July 14, 2020:

**Motion by Commissioner Hartman, seconded by Commissioner Pfeffer, to approve the Planning Commission Minutes for the Meeting held on July 14, 2020. Vote by roll call: Ayes: Commissioners Hartman, Baloun, Pfeffer, Byam, Cole, Johnson, and Mattson. Nay: None. Absent (for vote): Commissioner Wahl. Motion carried 7-0.**

4. Lot Split Proposal – Discussion: Zoning Admin. Spielman advised that an aerial of the North Windom Industrial Park Subdivision was included in the packet. The EDA owns Lot 2, Block 2 and there has been some interest by potential purchasers to split the lot. The EDA Board will be discussing this matter at its next meeting on September 14<sup>th</sup>. The EDA would like to table this agenda item until after their next meeting.

5. Rental Housing Licenses

A. Zone 3 – Update

B. Inspections & Renewal Cycle:

Zoning Admin. Spielman provided an update concerning the issuance of rental housing licenses for Zone 3 during 2020. Because of COVID-19, the Governor’s Emergency Executive Orders (including the stay at home order), and closing of City Hall to the public, 2020 has been a difficult year to perform rental housing inspections. There has been reluctance on the part of the tenants and also some of the property owners to have these inspections completed during the pandemic.

In response to questions, Zoning Admin. Spielman explained the items that are involved in a rental housing inspection and advised that the rental housing inspections are more “hands-on” than the inspections for building permit projects. An inspection of a rental unit typically requires approximately 30 minutes. The inspection of a single-family rental home can require up to an hour. In the larger multi-family buildings, the inspections can require 1 to 2 days to complete.

The first renewal for the rental housing licenses in Zone 1 also comes due in 2021.

Zoning Admin. Spielman said that there are currently two options. Either try to double up in 2021 and finish the rental housing inspections in Zone 3 and complete the renewal inspections for Zone 1 or extend the expiration of the rental housing licenses in Zone 1 (and Zone 2) by one year.

Zoning Admin. Spielman is proposing that the rental housing licenses in Zones 1 be extended until March 31, 2022, and rental housing licenses in Zone 2 be extended until March 31, 2023.

There was a lengthy discussion by the Commissioners of the requirements, process, and impacts. The consensus of the Commissioners was that this is a continuing issue because of COVID-19 and safety for City personnel and landlords/tenants is a main concern. There was a recommendation that the matter be discussed with the City Attorney. Mayor Jones recommended that Zoning Admin. Spielman report to the City Council on this proposed extension and the reasons and that the City Council ratify this extension.

**Motion by Commissioner Hartman, seconded by Commissioner Pfeffer, to recommend the suspension of rental housing inspections for Zone 3 in 2020 (with these inspections to be conducted in 2021)**

**and the extension of the rental housing license terms for Zone 1 to March 31, 2022, and for Zone 2 to March 31, 2023, because of the COVID-19 pandemic, the Governor’s Emergency Executive Orders, and the City’s Emergency Declaration. Vote by roll call: Ayes: Commissioners Mattson, Johnson, Cole, Wahl, Byam, Pfeffer, Baloun, and Hartman. Nay: None. Motion carried 8-0.**

6. Temporary Structures:

A. Guidelines – Use – COVID-19 Period: Zoning Admin. Spielman advised that he has been contacted by two businesses in Windom about the use of temporary accessory structures during the pandemic. These structures would be used to continue business operations during COVID-19. For example, these structures would be used as locker room space and breakroom space to allow for social distancing purposes for employees. A structure has also been requested for use as a separate COVID-19 drive-up testing station. Zoning Admin. Spielman reported that he asked that each business submit a letter describing what type of accessory structure they are proposing, the reason for the request, the proposed placement of the structure, and the anticipated length of time that the structure will be needed. Zoning Admin. Spielman advised that these buildings will only be used by employees of the two businesses and are not for use by customers.

Zoning Admin. Spielman advised that the proposed structures may not meet all of the City’s zoning codes regarding setbacks, etc. without a variance.

There was a lengthy discussion concerning whether these structures could be allowed (pursuant to the parameters discussed) on a temporary basis (such as through the winter) for use by the businesses’ employees because of the COVID-19 pandemic and Governor’s emergency executive orders, etc. Mayor Jones questioned if the City Council should be apprised of this situation and approve the proposed authority because we would be superseding the Zoning Code requirements, etc. He recommended sending the question to the City Attorney first before presenting it to the City Council. It was the consensus of the Planning Commission that the Building & Zoning Official should have the discretion to approve the use of these structures if the applicants provide the requested information and the use is only on a temporary basis. There was a discussion concerning options if the property owners are out of compliance in the future.

**Motion by Commissioner Johnson, seconded by Commissioner Byam, to recommend that the City Building & Zoning Official be given the authority to approve, on a case-by-case basis, requests for placement of temporary structures on commercial and industrial locations for use by the business’ employees due to operations and requirements necessitated by the COVID-19 pandemic. Vote by roll call: Ayes: Commissioners Hartman, Baloun, Pfeffer, Byam, Wahl, Cole, Johnson and Mattson. Nay: None. Motion carried 8-0.**

7. Code Review – 2020 Budget: Zoning Admin. Spielman recapped for the Commissioners that in 2019 the Planning Commission’s preference was to hire an outside consultant to review the Land Use Code. The City Council budgeted \$5,000 for 2020 to begin the potential professional review of the City Land Use Code. The plan was to prepare an RFP and reach out to consultants and review proposals for the review. The plan was then to request additional funding from the City Council for the 2021 budget to finish the review. However, COVID-19 delayed the RFP process. Zoning Admin. Spielman asked for input from the Commissioners as to whether they want to proceed with professional review of the City Land Use Code in 2021 or put the matter on hold; and (b) if they wish to continue, to provide any recommendations for items to be included in the “Request for Proposals” that will be forwarded to professional companies, and (c) whether he should request that the City Council carryover the \$5,000 into 2021 and request additional funding in 2021 for the code review.

In response to questions, Zoning Admin. Spielman said that he believes this review process is something that we could do during COVID-19; he said that there are pseudo-government agencies that do this kind of review or can provide a list of consultants; from prior research, he estimates that the cost of this type of review would be in the range of \$10,000 to \$15,000.

**Motion by Commissioner Baloun, seconded by Commissioner Hartman, to move forward in 2020 with the Request for Proposals for review of the City’s Land Use Code, to request that the City Council**

**carryover the \$5,000 budgeted for 2020 into 2021, and to request that the City Council budget additional funds in 2021 to finish the code review process. Vote by roll call: Ayes: Commissioners Hartman, Baloun, Pfeffer, Byam, Wahl, Cole, Johnson and Mattson. Nay: None. Motion carried 8-0.**

8. Blighted Homes Incentive Program – Update: The Commissioners received a copy of the Blighted Homes Incentive Program Guidelines that were approved by the City Council on August 18<sup>th</sup>. Zoning Admin. Spielman reported that in 2019 the Planning Commission recommended that the Building & Zoning Official discuss with the City Council funding of a potential new program. This program would provide incentives for individuals/companies wishing to demolish blighted structures and replace these structures with new homes, etc. The City Council did not establish a new fund for the program at that time, but did provide additional funding for the previously-established Blighted Homes Program. As of August 18<sup>th</sup>, the balance of the fund was approximately \$20,000.

Since that time, one application has been approved. The house and garage on the property were demolished and the site was restored to a buildable lot. The owners plan to construct a new home on the lot in 2021. The property owners were reimbursed the sum of \$10,000 for demolition of the existing structures, landfill costs, and site remediation costs for the project. Another application that has been approved for funding subject to completion of the purchase of the property by the applicants and the demolition of structures on the property and site remediation to make the property a buildable lot. It appears that the demolition will be completed yet this year and the applicants plan to construct a new home on the property in 2021.

Zoning Admin. Spielman advised that this account should have a zero balance by the end of 2020. He asked for input from the Commissioners concerning future funding requests. In response to a question as to whether there were 15 or more blighted homes in Windom that could be eligible for the program, Zoning Admin. Spielman said yes. After a brief discussion, the following action was taken.

**Motion by Commissioner Pfeffer, seconded by Commissioner Johnson, to ask the City Council to budget an additional \$50,000 for the Blighted Homes Incentive Program for 2021 pursuant to the current guidelines as included in the packet. Vote by roll call: Ayes: Commissioners Mattson, Johnson, Cole, Wahl, Byam, Pfeffer, Baloun and Hartman. Nay: None. Motion carried 8-0.**

9. Review of 2020 S.M.A.R.T. Goals: The Commissioners received a copy of the 2020 S.M.A.R.T. Goals in the packet. Zoning Admin. Spielman briefly reviewed the status of these goals with the Commissioners. He requested input from the Commissioners concerning any suggestions for 2021 S.M.A.R.T. Goals. The plan is to bring Staff suggestions to the Planning Commission at the October Meeting and discuss suggestions that Commissioners have for any additional goals. The final draft of the proposed goals would then be presented to the Planning Commission in November for review and approval.
10. Other Business/Reports, New Business, and Unfinished Business: None.
11. Planning Commission Comments, Concerns, Suggestions: Commissioner Hartman asked about the status of the rezoning application that came before the Planning Commission in July and whether Fast Global had found another warehouse location. Zoning Admin. Spielman advised that the City Council approved the rezoning. It's his understanding that the EDA is working with a potential buyer to sell the property. Admin. Asst. Hensen advised that Fast Global has the building under lease until the end of November.
12. Adjourn: On consensus, Vice Chairman Mattson adjourned the meeting at 8:21 p.m.

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Brett Mattson, Vice Chairman

Attest: \_\_\_\_\_  
Andy Spielman, Zoning Administrator

Windom Library Board Meeting

City of Windom Council Chamber

September 8, 2020

5:00 p.m.

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

Members Absent: Kari Scheitel

Library Staff Present: Dawn Aamot

City Council Member Present: None

3. Agenda and Minutes:

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

4. Financial Report:

Dawn reviewed the financial report.

Motion by Sue Ebeling and seconded by Kathy Hiley to accept the Financial Report.

5. Librarian's Report:

Dawn reported that with the start of school, Page Turners Adventures has ended. The numbers watching Page Turners were very good. It was \$500 well spent and was paid for through the MN Legacy funds. Nancy will continue offering virtual storytime on Facebook at a scheduled time. Sammy the Snake is still out on the Square and patrons have one last chance to enter his location for \$10 in Windom Chamber Bucks. Thanks goes to the Windom Friends of the Library for providing the Chamber Bucks. Some of the library's Covid restrictions have been lifted. The Hot Spots have not been proven to work, so they have not been advertised. Dawn will look for assistance to get them to work.

The traffic is up in the library. Families are returning at a slower rate. Curbside pickup is still popular.

The Plum Creek directors will be meeting via GoMeeting on Wednesday after taking a break over the summer months. The Plum Creek Library System still hasn't hired a new director. The interim director from Marshall is doing a good job in the meantime.

Librarian's Report was approved on a motion by Anita Winkel and seconded by Susan Ebeling.

6. Old Business:

Schwalbach's submitted a quote of \$5,600 to replace the air conditioner's compressor. Dawn is exploring funding avenues. Possible Capital Expense for 2021.

Schwalbach Hardware came in to do work on the AC unit on the Children's side.

A \$10,000 gift was given a few years ago from the Nelson family. This gift was given with the provision that it be used for library activities. Dawn asked the board to brainstorm ways that it could be used.

A quote for \$15,000 to expand and remodel the children's library bathroom was received from Terry Fredin. This project is tabled for now. Documentation of completed construction has been finalized and submitted regarding the second Library Construction grant. This final report will be submitted to the State.

Dawn is still waiting for Hammer's to get back to her regarding replacement of carpet for the hallway.

The benches for the front of the library are still a couple of weeks away from completion. The City Street Department will pick them up in Worthington and deliver them.

7. New Business:

September is Library Card Sign-up month. Dawn reports that there has been quite a few new registrations the last 2 weeks. Funding from the County is partially based on the number of registered card holders at each library in the county. Library cards come up for renewal after 3 years.

The City Council has asked city departments to submit future strategic goals. With that in mind, Dawn and Spencer Winzenreid from the Community Center have had some informal discussions. An idea regarding the library and the Community Center sharing resources sometime down the road was discussed.

8. Book Suggestions:

9. Adjourn:

Meeting adjourned at 5:44 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary

**Windom Park & Recreation Commission**  
**Minutes for Wednesday, September 9, 2020**  
**Meeting Place: City Hall Council Chambers at 5:30**

**1. Call the meeting to order by the Chairperson: Jason Kloss**

**Roll Call:**

Present: Bryan Joyce, Jason Kloss, Jill Knapp, Jackie Jurgens, Ron Kuecker, Jess Smith  
Absent: Josh Schunk,  
Council Liaisons: Jenny Quade,  
City Staff Present: Brian Cooley, Parks and Street Dept. Tim Hogan, Arena /Recreation Director  
Steve Nasby, City Administrator Drew Hage, EDA  
Public Present: Dr. Scott Kuecker, Wayne Wormstadt

- A. Vote to approve or amend the agenda for the September 9 meeting.  
Addition to the Agenda was Drew Hage with City EDA. Motion by Jackie Jurgens to approve the agenda. 2<sup>nd</sup> by Ron Kuecker. Motion carries by unanimous consent.
- B. Vote to approve or amend the minutes from the July 8 and August 19 meeting.  
Ron Kuecker had an amendment to the August 19<sup>th</sup> minutes in reference to the Island park campground to close. The motion was made by Ron Kuecker and seconded by Bryan Joyce.

**2. Discussion regarding the pirate ship east of the Island Park Baseball field and possible recommendation to the Council:**

**A. Report on the Pirate ship from Dr. Scott Kuecker.**

Dr. Scott Kuecker made a statement to the commission that he was the designer and engineer of the pirate ship and that he had Hanafeld Construction build the ship. He said that there was also help from others throughout the process. Dr. Kuecker admitted that he shouldn't have assumed he had spoken to everyone he needed to in order to get the ship up in the park. Dr. Kuecker said that he was here to go through the proper steps moving forward and looking for any recommendations. Jason Kloss stated that he had heard about the ship at island park and didn't think at the time to mention that it would need to go through the Park and Rec commission.

**B. City code and permission to build structures in the parks, establish a proper procedure to follow. City Administrator, Steve Nasby, and School Superintendent Wayne Wormstadt will be present at the meeting.**

Steve Nasby spoke about the proper procedures that are to be followed and the communication breakdown. Steve talked about the ship being built in compliance to city code, the liability issues for the public and the complaints about the flags not having lighting. Steve also addressed the visual impact of the baseball field with the ship. A final note was the concern with the School as they lease the field for school activities.

Wayne Wormstadt spoke on behalf of the school with his concerns on the liability the ship brings for the school during school sporting events. Wayne also spoke about concerns with it being up to city code and the fact that the proper channels were not followed when putting a structure up involving all parties needed. Wayne also addressed concerns on the maintenance of the ship and liability with insurance as the school carries insurance for island park structures. Wayne then addressed the location of the ship and the impact it will have during school activities. Wayne had said if it was going up that the school should have had a say in where it was built.

Jason Kloss recapped the statements from Wayne about the liability, maintenance, visual impact and location.

Wayne Wormstadt closed in the fact of not following the proper steps of the process and the impact it has with the school.

Ron Kuecker mentioned if the Windom Pirates could provide the maintenance of the ship. Dr. Scott Kuecker had stated that he intends to make improvements to the ship including the appearance of the back of the ship and mentioned building an eagle nest above the ship for the school. Dr. Kuecker also addressed safety concerns mentioned earlier and that they will make the structure safe.

Bryan Joyce wanted to publicize the proper procedures for building structures on city property so the public is informed on what the process is so things like this do not happen in the future. When items are gifted to the city they need to be approved and then can be done. Bryan also asked if the ship is movable and mentioned the idea of this ship being moved to right center field. Bryan also talked about the Liability concerns and that he feels that the commission is not ready to make a decision on the ship and that a separate committee should be formed to talk about all the options for the future of the ship. Jason Kloss asked Steve Nasby about the City's insurance liability coverage for the ship. Steve will look into this with the City's insurance coverage.

Brian Colley talked about the locate for the poles that were put in the ground and that he didn't see a conflict on the locate and stated he should have went down to look at the project but he was gone the week that the ship was put up.

**C. Vote on a recommendation for the pirate ship to the council.**

Jason Kloss asked for recommendations for a committee to further discuss the ship and have a recommendation for the commission at the October 14<sup>th</sup> meeting. Members include Dr. Scott Kuecker, Wayne Wormstadt, Steve Nasby, Mike Jackson, Jason Kloss and possibly Andy Spielman if needed.

3. Drew Hage with the City of Windom EDA spoke about the Wolf Lake Connection Trail. Drew summarized the possibility of taking steps to connect the trail by Wolf Lake. Drew talked about what has already been done and that surveys went out for feedback and response was positive about the trail. Drew also state that there is an option to buy land for the project. Ron Kuecker had a question if the City is allowed to buy land outside of city limits. Steve Nasby said that the city can in fact buy property outside of city limits and referenced the airport as an example. Ron also said that he likes the project and wanted to know if the land is bought by Pheasants Forever if that land could be purchased. Drew said this would take place before the land is owned by Pheasants Forever.
- Drew wanted to present the possibility of this project to see where it would fall in line with the commission's smart goals and where or if this project would have a place on that list. Bryan Joyce added that a walking trail is not currently on the commissions list.
- Commission's decision is that they are in favor of the project and walking trails but no further action is taken on the project.

4. **Discussion regarding the Frisbee golf location:**

A. Talk about different locations.

Brian went through Mayflower park and said the park is being taken over with buckthorn. This is making it hard for the staff to keep the area usable for frisbee golf. The park is really only usable for walking and hiking at the current state that it is in from the buckthorn and damage from constant flooding

B. Make plans for different location and design, if recommended by the Commission.

Brian is going to work on possible locations with maps for the commission to look at. Jackie Jurgens stated that she had designed a frisbee golf course at island park a number of years ago. Bryan Joyce recommended that Brian meet with members of the user group to discuss options. Ron Kuecker asked what the numbers looked like for that user group and the response was that there is a large user group.

5. **Discussion regarding the Motion not to close the campground from the City Council.**

A. Options for the existing Campground.

Ron Kuecker discussed his previous motion to close the campground based on the health departments inspection and the issues in the campgrounds current state. Brian Cooley said that the City Council wants to keep it open with the fact that the campground has been grandfathered in with its current condition.

B. Start to work on plans for different location and plans.

A committee is going to be formed to find possible locations and options for a campground.

Members include Brian Cooley, Tim Hogan and Jackie Jurgens.

C. Items to get the campground reopened for the time being, until another one is constructed.

Brian talked about reducing the number of sites down to 4 so they would not need a permit for the campground. Brian also said a sign would need to be posted that only campers with bathrooms would need to be posted since the park does not have any available bathrooms for campers.

D. Make it so that people pay on-line for the Campground spots.

6. **Recreation Director Report:**

A. Pool Update

1. The last day of the pool was of September 7. We will begin clean up and get it ready for winter.

Tim Hogan said the pool is now closed and that they are going to start the shut down process and get it ready for Winter.

2. We will be working on some minor maintenance and shutdown for the winter.

Tim said some minor repairs will be made yet this fall while the weather is still nice.

B. Arena Update

1. We are working on the players benches. More updates from work that we started last year.

Tim stated that improvements continue to be made on the players benches that were started last year and will continue to improve them over time.

2. Dirt was brought in for the studio rink and we raised the ground level 6-8" in some areas and now we are beginning to roll out the ice mats and straightening the mats which should provide much better ice this season.

Tim said black dirt was hauled in and leveled to raise the ground up 6-8 inches to lower that amount of ice that will need to be made in the studio rink this year. This will be more efficient when making ice and produce better ice.

- 3 Work will begin on setting the rest of the main rink up to get ready for the upcoming ice season. Projected to turn on the system the first week in October.

Tim mentioned that work has started on getting the rink ready and plans are to start up the system in early October.

## **7. Park Superintendent Report:**

- A. Update on the restroom meeting with the Baseball Association, Councilperson Jenn Quade and Brian Cooley.

Jenny said that Brian and her met with the baseball association and that the association has no plans as of now to move forward with the bathrooms in island park. Brian said that the city will move forward with building new bathrooms.

- B. Options regarding the restroom location and Island Park Shelter.

Brian said that he plans to tear down the old bathroom by the park entrance and build new bathrooms that would attach to a new shelter. Brian will meet with Steve Nasby in regards to the funds available for bathrooms as there were some grants and funds provide when the original plans for bathrooms were done in coordination with the baseball association.

- C. Picnic table inventory. I would like to purchase more aluminum ones as we can afford them to replace many of the wooden ones that are all bent and wood is bad. In 2004 25 aluminum ones were bought.

This items was tabled for the next meeting.

- D. We will tear down the old bathrooms in Island Park in late October.
- E. New toilets at Tegels Park including the urinal.

Brian said that he plans on removing the old bathrooms in Island park yet this fall.

## **8. Old business:**

- A. Tennis Court Construction update.

Brian said that the lines have been painted and that the wind screens will go up when everything is finished.

- C. Dog Park construction update.

Brian said that 28 loads of gravel were hauled out and black dirt was brought in and seeded for grass. Benches have also been installed as well as two fire hydrants.

## **9. New business**

- A. We need to start thinking about what we want our 2021 smart goals to be.

## **10. Open Mike:**

Ron Kuecker: Ron said he thinks Port a potty's should be outlawed as they are not sanitary.

Jackie Jurgens: Jackie said she has received some complaints about the tennis courts. The lines for the pickleball courts may not be correct and if a windscreen will be installed. Brian said he will address the concerns and that as earlier stated windscreens will be installed. Jackie also said people are parking vehicles out in the grass and want to see how we can prevent that.

## **11. Adjourn Meeting:**

Meeting adjourned at 7:12 pm by unanimous consent.

**Next Meeting Wednesday, October 14, 2020 @ 5:30pm at City Council Chambers.**





Windom, MN

# Expense Approval Report

## By Fund

Payment Dates 8/29/2020 - 9/4/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL</b>					
<b>Activity: 41110 - Mayor &amp; Council</b>					
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD GODFAT	100-41110-334	31.67
CONVENT. & VISITOR BUREAU	AMERICAN INN 8-17	08/31/2020	LODGING TAX - AMERICAN IN	100-41110-491	3,261.83
CONVENT. & VISITOR BUREAU	GUARDIAN INN 8-28	08/31/2020	LODGING TAX - GUARDIAN IN	100-41110-491	1,594.64
CONVENT. & VISITOR BUREAU	RED CARPET 8-28-20	08/31/2020	LODGING TAX - RED CARPET I	100-41110-491	1,283.32
<b>Activity 41110 - Mayor &amp; Council Total:</b>					<b>6,171.46</b>
<b>Activity: 41310 - Administration</b>					
NCPERS MINNESOTA	20200901	09/01/2020	INSURANCE #844600 - SEPT 2	100-41310-133	80.00
VERIZON WIRELESS	9861159012	08/31/2020	PHONE SERVICE #48657723	100-41310-321	51.44
<b>Activity 41310 - Administration Total:</b>					<b>131.44</b>
<b>Activity: 41410 - Elections</b>					
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD DOLLAR	100-41410-200	14.43
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD HY-VEE	100-41410-200	96.03
<b>Activity 41410 - Elections Total:</b>					<b>110.46</b>
<b>Activity: 41910 - Building &amp; Zoning</b>					
NCPERS MINNESOTA	20200901	09/01/2020	INSURANCE #844600 - SEPT 2	100-41910-133	24.00
VERIZON WIRELESS	9861159012	08/31/2020	PHONE SERVICE #48657723	100-41910-321	-117.13
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD INT'L CO	100-41910-433	145.00
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD INT'L CO	100-41910-435	131.46
<b>Activity 41910 - Building &amp; Zoning Total:</b>					<b>183.33</b>
<b>Activity: 41940 - City Hall</b>					
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD HY-VEE	100-41940-211	2.66
SANDRA HERDER	20200901	09/01/2020	CLEANING	100-41940-406	418.00
MELISSA PENAS	20200901	09/01/2020	CLEANING	100-41940-406	418.00
<b>Activity 41940 - City Hall Total:</b>					<b>838.66</b>
<b>Activity: 42120 - Crime Control</b>					
NCPERS MINNESOTA	20200901	09/01/2020	INSURANCE #844600 - SEPT 2	100-42120-133	160.00
INDOFF, INC	3395003	08/24/2020	CUST # 218055 - SUPPLIES	100-42120-200	97.82
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD SIGNATU	100-42120-340	565.00
P.M. REPAIR & DETAILING	13023	08/26/2020	2017 EXPLORER - MAINTENA	100-42120-405	26.68
FORD MOTOR CREDIT CO LLC	1761122	09/01/2020	ACCT# 9482800 CITY OF WIN	100-42120-419	663.95
FLEET SERVICES DIVISION	2021010001	09/01/2020	PER: 202101 - WINDOM LEAS	100-42120-419	1,654.83
<b>Activity 42120 - Crime Control Total:</b>					<b>3,168.28</b>
<b>Activity: 42220 - Fire Fighting</b>					
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD AMAZO	100-42220-211	192.80
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD EBAY	100-42220-215	53.43
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD GALLS	100-42220-218	317.41
O'REILLY AUTOMOTIVE, INC	4425-284781	08/25/2020	#1510318 - MAINTENANCE	100-42220-405	24.99
<b>Activity 42220 - Fire Fighting Total:</b>					<b>588.63</b>
<b>Activity: 43100 - Streets</b>					
NCPERS MINNESOTA	20200901	09/01/2020	INSURANCE #844600 - SEPT 2	100-43100-133	80.00
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD MENAR	100-43100-215	112.19
MASON ANDERSON	20200831	08/31/2020	EXPENSE	100-43100-218	79.99
VERIZON WIRELESS	9861159012	08/31/2020	PHONE SERVICE #48657723	100-43100-321	44.67
GDF ENTERPRISES, INC	20200228C	05/05/2020	CREDIT - SAME INVOICE ENTE	100-43100-404	-153.02
HARRISON TRUCK CENTERS	X203085187-01	09/01/2020	#34896 - MAINTENANCE	100-43100-404	350.28
HARRISON TRUCK CENTERS	X203085207-01	09/01/2020	#34896 - MAINTENANCE	100-43100-404	5,677.51
GDF ENTERPRISES, INC	A17491A	05/05/2020	MAINTENANCE	100-43100-405	41.93
<b>Activity 43100 - Streets Total:</b>					<b>6,233.55</b>
<b>Activity: 45202 - Park Areas</b>					
NCPERS MINNESOTA	20200901	09/01/2020	INSURANCE #844600 - SEPT 2	100-45202-133	16.00

Expense Approval Report

Payment Dates: 8/29/2020 - 9/4/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MTI DISTRIBUTING, INC	1272456-00	08/17/2020	MAINTENANCE	100-45202-405	445.14
GDF ENTERPRISES, INC	A18519	09/01/2020	20200831 CITY OF WINDOM	100-45202-406	140.00
				<b>Activity 45202 - Park Areas Total:</b>	<b>601.14</b>
				<b>Fund 100 - GENERAL Total:</b>	<b>18,026.95</b>

Fund: 211 - LIBRARY

Activity: 45501 - Library

NCPERS MINNESOTA	20200901	09/01/2020	INSURANCE #844600 - SEPT 2	211-45501-133	16.00
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD AMAZO	211-45501-200	28.78
SANDRA HERDER	20200901	09/01/2020	CLEANING	211-45501-402	418.00
MELISSA PENAS	20200901	09/01/2020	CLEANING	211-45501-402	418.00
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD STAR TRI	211-45501-433	87.57
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD STAR TRI	211-45501-433	88.92
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD FOOD N	211-45501-433	22.00
DISCOVER MAGAZINE	WINDOM LIBRARY	08/31/2020	20200831 SUBSCRIPTION	211-45501-433	24.95
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD AMAZO	211-45501-435	-0.07
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD AMAZO	211-45501-435	90.79
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD AMAZO	211-45501-435	80.05
MICROMARKETING, LLC	815731	08/31/2020	ACCT# 9985 - BOOKS	211-45501-435	457.48
MICROMARKETING, LLC	818495	08/31/2020	ACCT# 9985 - BOOKS	211-45501-435	35.00
				<b>Activity 45501 - Library Total:</b>	<b>1,767.47</b>
				<b>Fund 211 - LIBRARY Total:</b>	<b>1,767.47</b>

Fund: 225 - AIRPORT

Activity: 45127 - Airport

ELECTRIC FUND	20200831	09/01/2020	#0000000122 AIRPORT MOW	225-45127-212	48.51
SOUTH CENTRAL ELECTRIC	26-12-112-04 JULY	08/31/2020	ACCT# 367400 AIRPORT	225-45127-381	184.00
SOUTH CENTRAL ELECTRIC	26-12-116-04 Z - JULY	08/31/2020	ACCT# 367403 AIRPORT	225-45127-381	136.36
				<b>Activity 45127 - Airport Total:</b>	<b>368.87</b>
				<b>Fund 225 - AIRPORT Total:</b>	<b>368.87</b>

Fund: 230 - POOL

Activity: 45124 - Pool

HAWKINS, INC	4772718	08/25/2020	#110775 - CHEMICALS	230-45124-216	309.04
				<b>Activity 45124 - Pool Total:</b>	<b>309.04</b>
				<b>Fund 230 - POOL Total:</b>	<b>309.04</b>

Fund: 235 - AMBULANCE

Activity: 42153 - Ambulance

VERIZON WIRELESS	9861159012	08/31/2020	PHONE SERVICE #48657723	235-42153-321	108.66
EXPERT BILLING	7221	08/13/2020	SERVICE	235-42153-326	1,932.00
				<b>Activity 42153 - Ambulance Total:</b>	<b>2,040.66</b>
				<b>Fund 235 - AMBULANCE Total:</b>	<b>2,040.66</b>

Fund: 250 - EDA GENERAL

Activity: 46520 - EDA

NCPERS MINNESOTA	20200901	09/01/2020	INSURANCE #844600 - SEPT 2	250-46520-133	24.00
VERIZON WIRELESS	9861159012	08/31/2020	PHONE SERVICE #48657723	250-46520-321	27.64
				<b>Activity 46520 - EDA Total:</b>	<b>51.64</b>
				<b>Activity 49980 - Debt Service</b>	
FULDA CREDIT UNION	20200831	09/01/2020	SPEC BLDG LOAN AUGUST	250-49980-602	2,486.82
FULDA CREDIT UNION	20200831	09/01/2020	SPEC BLDG LOAN AUGUST	250-49980-612	873.18
				<b>Activity 49980 - Debt Service Total:</b>	<b>3,360.00</b>
				<b>Fund 250 - EDA GENERAL Total:</b>	<b>3,411.64</b>

Fund: 253 - EDA RIVERBLUFF ESTATES

Activity: 46520 - EDA

DOUG'S LAWN & LANDSCAPI	69234	08/14/2020	SERVICE	253-46520-406	95.40
				<b>Activity 46520 - EDA Total:</b>	<b>95.40</b>
				<b>Fund 253 - EDA RIVERBLUFF ESTATES Total:</b>	<b>95.40</b>

## Expense Approval Report

Payment Dates: 8/29/2020 - 9/4/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
<b>Fund: 254 - NORTH IND PARK</b>						
<b>Activity: 46520 - EDA</b>						
SOUTH CENTRAL ELECTRIC	367404 - 7-31	09/01/2020	26-24-123-04 NWIP LIGHTS	254-46520-381	103.82	
					<b>Activity 46520 - EDA Total:</b>	<b>103.82</b>
					<b>Fund 254 - NORTH IND PARK Total:</b>	<b>103.82</b>
<b>Fund: 308 - 2020 STREET PROJECT</b>						
<b>Activity: 41000 - General Government</b>						
HJERPE CONTRACTING INC.	20200902	09/02/2020	2020 STRET PROJECT	308-41000-500	472,962.95	
					<b>Activity 41000 - General Government Total:</b>	<b>472,962.95</b>
					<b>Fund 308 - 2020 STREET PROJECT Total:</b>	<b>472,962.95</b>
<b>Fund: 401 - GENERAL CAPITAL PROJECTS</b>						
<b>Activity: 49950 - Capital Outlay</b>						
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD ZOGICS	401-49950-439	1,749.99	
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD ZOGICS	401-49950-439	3,499.98	
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD ZOGICS	401-49950-439	4,098.95	
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD ZOOM M	401-49950-439	16.02	
AMAZON CAPITAL SERVICES, I	1G1R-HMNQ-6Q4F	09/01/2020	A2Q0Y8ZLN2YT - COVID - S	401-49950-439	43.99	
CARROT-TOP INDUSTRIES INC	47307300	08/24/2020	ACCT# 2820590 - ESF MEMOR	401-49950-502	2,366.71	
LINDSEY & JANE CARTWRIGH	20200831	09/01/2020	BLIGHTED HOME INCENTIVE -	401-49950-506	10,000.00	
					<b>Activity 49950 - Capital Outlay Total:</b>	<b>21,775.64</b>
					<b>Fund 401 - GENERAL CAPITAL PROJECTS Total:</b>	<b>21,775.64</b>
<b>Fund: 601 - WATER</b>						
HJERPE CONTRACTING INC.	20200902	09/02/2020	2020 STRET PROJECT	601-16300	94,592.59	
					<b>Activity: 49400 - Water</b>	
NCPERS MINNESOTA	20200901	09/01/2020	INSURANCE #844600 - SEPT 2	601-49400-133	32.00	
VERIZON WIRELESS	9861159012	08/31/2020	PHONE SERVICE #48657723	601-49400-321	99.57	
MN VALLEY TESTING	1045138	08/17/2020	TESTING	601-49400-386	1,220.00	
WENCK ASSOCIATES, INC.	12005314	08/31/2020	FILE#0045-00 LANDFILL	601-49400-386	1,662.50	
					<b>Activity 49400 - Water Total:</b>	<b>3,014.07</b>
					<b>Fund 601 - WATER Total:</b>	<b>97,606.66</b>
<b>Fund: 602 - SEWER</b>						
HJERPE CONTRACTING INC.	20200902	09/02/2020	2020 STRET PROJECT	602-16300	63,061.73	
					<b>Activity: 49450 - Sewer</b>	
NCPERS MINNESOTA	20200901	09/01/2020	INSURANCE #844600 - SEPT 2	602-49450-133	48.00	
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD HACH	602-49450-216	326.92	
MN VALLEY TESTING	1045505	08/17/2020	TESTING	602-49450-310	129.60	
MN VALLEY TESTING	1045807	08/18/2020	TESTING	602-49450-310	244.80	
MN VALLEY TESTING	1045862	08/18/2020	TESTING	602-49450-310	158.40	
VERIZON WIRELESS	9861159012	08/31/2020	PHONE SERVICE #48657723	602-49450-321	41.44	
SOUTH CENTRAL ELECTRIC	367405 - 7-30	09/01/2020	26-24-125-04 SEWER LIFT	602-49450-381	77.59	
					<b>Activity 49450 - Sewer Total:</b>	<b>1,026.75</b>
					<b>Fund 602 - SEWER Total:</b>	<b>64,088.48</b>
<b>Fund: 604 - ELECTRIC</b>						
WESCO DISTRIBUTION, INC	303721	08/18/2020	CUST#80437 INVENTORY	604-14200	57,312.26	
RON'S ELECTRIC INC	143015	08/31/2020	EL NEW CONSTR #1 EAST HILL	604-16300	119.00	
SHIRLEY HOBBS	LOT 4 SECT 36	09/01/2020	RIGHT OF WAY ACQUISITION	604-16300	500.00	
					<b>Activity: 49550 - Electric</b>	
NCPERS MINNESOTA	20200901	09/01/2020	INSURANCE #844600 - SEPT 2	604-49550-133	96.00	
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD FRANK'S	604-49550-218	199.80	
VERIZON WIRELESS	9861159012	08/31/2020	PHONE SERVICE #48657723	604-49550-321	105.40	
HIGLEY FORD	129222	08/26/2020	CITY44 - UNIT 350	604-49550-405	526.75	
ALTEC INDUSTRIES, INC.	50629477	08/26/2020	CUST#31757 - MAINTENANCE	604-49550-405	1,598.59	
TRI-STATE POWER SOLUTIONS	1912903019697	08/13/2020	C90720001000069 POWERHO	604-49550-408	46.17	

## Expense Approval Report

Payment Dates: 8/29/2020 - 9/4/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ELECTRIC FUND	448	08/27/2020	EL ACCIDENT -INTERNAL	604-49550-408	295.32
DGR ENGINEERING	00242214	08/31/2020	PROJ# 425303.00	604-49550-413	11,380.00
KARI SCHEITEL	20200831	08/31/2020	ENERGY REBATE	604-49550-450	250.00
TIM RAKOTZ	20200831	08/31/2020	ENERGY REBATE	604-49550-450	400.00
DAVID STROM	20200831	08/31/2020	ENERGY REBATE	604-49550-450	25.00
KYLE HAGLUND	20200831	08/31/2020	ENERGY REBATE	604-49550-450	450.00
CANDACE SOLETA	20200831-1	08/31/2020	ENERGY REBATE	604-49550-450	450.00
CANDACE SOLETA	20200831-2	08/31/2020	ENERGY REBATES	604-49550-450	25.00
CANDACE SOLETA	20200831-3	08/31/2020	ENERGY REBATE	604-49550-450	30.00
WINDOM AREA DEVELOPME	20200901	09/01/2020	INDUSTRIAL DEVELOPMENT -	604-49550-491	1,200.00
<b>Activity 49550 - Electric Total:</b>					<b>17,078.03</b>
<b>Fund 604 - ELECTRIC Total:</b>					<b>75,009.29</b>

## Fund: 609 - LIQUOR STORE

## Activity: 49751 - Liquor Store

NCPERS MINNESOTA	20200901	09/01/2020	INSURANCE #844600 - SEPT 2	609-49751-133	32.00
BREAKTHRU BEVERAGE MN	1081167617	08/17/2020	MERCHANDISE	609-49751-251	415.68
JOHNSON BROS.	1618697	08/17/2020	MERCHANDISE	609-49751-251	1,164.62
SOUTHERN GLAZER'S OF MN	1983442	08/18/2020	MERCHANDISE	609-49751-251	3,583.62
BREAKTHRU BEVERAGE MN	2080282309	08/17/2020	CREDIT - MERCHANDISE	609-49751-251	-101.48
PHILLIPS WINE & SPIRITS	6075270	08/17/2020	MERCHANDISE	609-49751-251	469.65
BEVERAGE WHOLESALERS	128973	08/31/2020	ACCT#70063 - BEER	609-49751-252	10,654.80
JOHNSON BROS.	1618699	08/17/2020	MERCHANDISE	609-49751-252	42.00
ARTISAN BEER COMPANY	3432313	08/17/2020	MERCHANDISE	609-49751-252	249.20
DOLL DISTRIBUTING, LLC	374268	08/19/2020	ACCT# 51450 - BEER	609-49751-252	84.30
DOLL DISTRIBUTING, LLC	921038	08/19/2020	ACCT# 51450 - BEER	609-49751-252	7,252.75
JOHNSON BROS.	1616270	08/18/2020	MERCHANDISE	609-49751-253	16.00
JOHNSON BROS.	1618698	08/17/2020	MERCHANDISE	609-49751-253	459.62
SOUTHERN GLAZER'S OF MN	1983444	08/18/2020	MERCHANDISE	609-49751-253	104.00
PAUSTIS WINE COMPANY	97947	08/18/2020	CUST #1905 - WINE	609-49751-253	694.00
JOHNSON BROS.	1618698	08/17/2020	MERCHANDISE	609-49751-254	36.00
BREAKTHRU BEVERAGE MN	2080285339	08/10/2020	CREDIT CUST ACCT# 4312 - P	609-49751-254	-37.50
ARCTIC GLACIER U.S.A. INC	3451022502	08/18/2020	ACCT# 172363	609-49751-257	104.90
BREAKTHRU BEVERAGE MN	1081167617	08/17/2020	MERCHANDISE	609-49751-333	11.87
JOHNSON BROS.	1618697	08/17/2020	MERCHANDISE	609-49751-333	18.00
JOHNSON BROS.	1618698	08/17/2020	MERCHANDISE	609-49751-333	20.89
SOUTHERN GLAZER'S OF MN	1983441	08/18/2020	ACCT#8704 - FREIGHT	609-49751-333	2.05
SOUTHERN GLAZER'S OF MN	1983442	08/18/2020	MERCHANDISE	609-49751-333	48.55
SOUTHERN GLAZER'S OF MN	1983443	08/18/2020	MERCHANDISE	609-49751-333	13.32
SOUTHERN GLAZER'S OF MN	1983444	08/18/2020	MERCHANDISE	609-49751-333	2.05
ARCTIC GLACIER U.S.A. INC	3451022502	08/18/2020	ACCT# 172363 - ICE	609-49751-333	1.00
PHILLIPS WINE & SPIRITS	6075270	08/17/2020	MERCHANDISE	609-49751-333	5.66
PAUSTIS WINE COMPANY	97947	08/18/2020	CUST #1905 - WINE	609-49751-333	8.75
<b>Activity 49751 - Liquor Store Total:</b>					<b>25,356.30</b>
<b>Fund 609 - LIQUOR STORE Total:</b>					<b>25,356.30</b>

## Fund: 614 - TELECOM

## Activity: 49870 - Telecom

NCPERS MINNESOTA	20200901	09/01/2020	INSURANCE #844600 - SEPT 2	614-49870-133	80.00
RAGE INC - CAMPUS CLEANER	25450	08/24/2020	ACC# 6153 - CLEANING	614-49870-211	21.31
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD EBAY	614-49870-217	1,300.00
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD CUBIC 3	614-49870-217	214.67
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD EBAY	614-49870-227	86.26
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD HOOK &	614-49870-227	95.75
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD EBAY	614-49870-227	26.72
POWER & TEL	7025085-00	08/19/2020	MAINTENANCE	614-49870-227	307.73
VERIZON WIRELESS	9861159012	08/31/2020	PHONE SERVICE #48657723	614-49870-321	284.82
ROYAL GLASS LLC	381	08/31/2020	SERVICE	614-49870-401	73.00
CENTURY LINK	7242105D-D-20230	08/31/2020	BILL#5142105DD3	614-49870-441	55.07
NATIONAL CABLE TV COOP	20080540	09/01/2020	WIN010 AUGUST 2020 FEES	614-49870-442	39,397.52
DISPLAY SYSTEMS INTERNATI	21080	09/01/2020	PO#3142012	614-49870-442	198.44

## Expense Approval Report

Payment Dates: 8/29/2020 - 9/4/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD DREAM	614-49870-447	139.00
HURRICANE ELECTRIC LLC	98346820-IN	09/02/2020	10 GB INTERNET OHAMA JULY	614-49870-447	2,300.00
HURRICANE ELECTRIC LLC	98346820-IN	09/02/2020	10 GB INTERNET MINNEAPOLI	614-49870-447	1,800.00
HURRICANE ELECTRIC LLC	98349830-IN	09/02/2020	10 GB INTERNET MINNEAPOLI	614-49870-447	1,800.00
HURRICANE ELECTRIC LLC	98349830-IN	09/02/2020	10 GB INTERNET OMAHA	614-49870-447	2,300.00

Activity 49870 - Telecom Total: 50,480.29

Fund 614 - TELECOM Total: 50,480.29

## Fund: 615 - ARENA

## Activity: 49850 - Arena

NCPERS MINNESOTA	20200901	09/01/2020	INSURANCE #844600 - SEPT 2	615-49850-133	32.00
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD DYNAMI	615-49850-217	422.58
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD NORTHE	615-49850-241	114.33
VERIZON WIRELESS	9861159012	08/31/2020	PHONE SERVICE #48657723	615-49850-321	58.83
ASCAP	500580363 8-20	08/20/2020	LICENSE FEES	615-49850-326	5.00

Activity 49850 - Arena Total: 632.74

Fund 615 - ARENA Total: 632.74

## Fund: 617 - M/P CENTER

## Activity: 49860 - M/P Center

NCPERS MINNESOTA	20200901	09/01/2020	INSURANCE #844600 - SEPT 2	617-49860-133	32.00
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD RUNNIN	617-49860-217	42.73
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD RUNNIN	617-49860-217	79.07
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD RUNNIN	617-49860-217	10.68
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD THINK V	617-49860-217	22.40
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD SHOPL	617-49860-217	118.89
RIVER BEND LIQUOR	20200901	09/02/2020	#8316149 COMMUNITY CEN	617-49860-251	12.00
RIVER BEND LIQUOR	20200901	09/02/2020	#8316149 COMMUNITY CEN	617-49860-252	150.22
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD HY-VEE	617-49860-254	27.89
RIVER BEND LIQUOR	20200901	09/02/2020	#8316149 COMMUNITY CEN	617-49860-254	3.59
VERIZON WIRELESS	9861159012	08/31/2020	PHONE SERVICE #48657723	617-49860-321	41.44
ASCAP	500580363 8-20	08/20/2020	LICENSE FEES	617-49860-326	5.00
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD MICAH P	617-49860-340	213.53
US BANK	#6710 - 8-20	08/31/2020	20200820 - CR CARD GO DAD	617-49860-340	300.00
GDF ENTERPRISES, INC	A18451	08/19/2020	MAINTENANCE - COMM CENT	617-49860-404	80.26

Activity 49860 - M/P Center Total: 1,139.70

Fund 617 - M/P CENTER Total: 1,139.70

## Fund: 700 - PAYROLL

MN CHILD SUPPORT PAYMEN	INV0001799	08/28/2020	Child Support Payment	700-21709	97.83
FURTHER (Select Account)	39539829	09/01/2020	20200901 - FLEX SPENDING	700-21712	1,900.10
NCPERS MINNESOTA	20200901	09/01/2020	INSURANCE #844600 - SEPT 2	700-21718	16.00
NCPERS MINNESOTA	20200901	09/01/2020	INSURANCE #844600 - SEPT 2	700-21718	16.00

2,029.93

Fund 700 - PAYROLL Total: 2,029.93

Grand Total: 837,205.83

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - GENERAL	18,026.95
211 - LIBRARY	1,767.47
225 - AIRPORT	368.87
230 - POOL	309.04
235 - AMBULANCE	2,040.66
250 - EDA GENERAL	3,411.64
253 - EDA RIVERBLUFF ESTATES	95.40
254 - NORTH IND PARK	103.82
308 - 2020 STREET PROJECT	472,962.95
401 - GENERAL CAPITAL PROJECTS	21,775.64
601 - WATER	97,606.66
602 - SEWER	64,088.48
604 - ELECTRIC	75,009.29
609 - LIQUOR STORE	25,356.30
614 - TELECOM	50,480.29
615 - ARENA	632.74
617 - M/P CENTER	1,139.70
700 - PAYROLL	2,029.93
<b>Grand Total:</b>	<b>837,205.83</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-41110-334	Meals/Lodging	31.67
100-41110-491	Payments to Other Orga	6,139.79
100-41310-133	Employer Paid Insuranc	80.00
100-41310-321	Telephone	51.44
100-41410-200	Office Supplies	110.46
100-41910-133	Employer Paid Insurance	24.00
100-41910-321	Telephone	-117.13
100-41910-433	Dues & Subscriptions	145.00
100-41910-435	Books and Pamphlets	131.46
100-41940-211	Cleaning Supplies	2.66
100-41940-406	Repairs & Maint - Groun	836.00
100-42120-133	Employer Paid Insurance	160.00
100-42120-200	Office Supplies	97.82
100-42120-340	Advertising & Promotion	565.00
100-42120-405	Repairs & Maint - Vehicl	26.68
100-42120-419	Vehicle Lease	2,318.78
100-42220-211	Cleaning Supplies	192.80
100-42220-215	Materials & Equipment	53.43
100-42220-218	Uniforms	317.41
100-42220-405	Repairs & Maint - Vehicl	24.99
100-43100-133	Employer Paid Insurance	80.00
100-43100-215	Materials & Equipment	112.19
100-43100-218	Uniforms	79.99
100-43100-321	Telephone	44.67
100-43100-404	Repairs & Maint - M&E	5,874.77
100-43100-405	Repairs & Maint - Vehicl	41.93
100-45202-133	Employer Paid Insurance	16.00
100-45202-405	Repairs & Maint - Vehicl	445.14
100-45202-406	Repairs & Maint - Groun	140.00
211-45501-133	Employer Paid Insurance	16.00
211-45501-200	Office Supplies	28.78
211-45501-402	Repairs & Maint - Struct	836.00
211-45501-433	Dues & Subscriptions	223.44
211-45501-435	Books and Pamphlets	663.25
225-45127-212	Motor Fuels	48.51

## Account Summary

Account Number	Account Name	Payment Amount
225-45127-381	Electric Utility	320.36
230-45124-216	Chemicals and Chemical	309.04
235-42153-321	Telephone	108.66
235-42153-326	Data Processing	1,932.00
250-46520-133	Employer Paid Insurance	24.00
250-46520-321	Telephone	27.64
250-49980-602	Other Long-Term Obliga	2,486.82
250-49980-612	Other Interest	873.18
253-46520-406	Repairs & Maint - Groun	95.40
254-46520-381	Electric Utility	103.82
308-41000-500	Capital Outlay	472,962.95
401-49950-439	Special Projects	9,408.93
401-49950-502	Capital Outlay - Fire	2,366.71
401-49950-506	Capital Outlay - Building	10,000.00
601-16300	Improvements Other Th	94,592.59
601-49400-133	Employer Paid Insurance	32.00
601-49400-321	Telephone	99.57
601-49400-386	Landfill	2,882.50
602-16300	Improvements Other Th	63,061.73
602-49450-133	Employer Paid Insurance	48.00
602-49450-216	Chemicals and Chemical	326.92
602-49450-310	Lab Testing	532.80
602-49450-321	Telephone	41.44
602-49450-381	Electric Utility	77.59
604-14200	Inventory	57,312.26
604-16300	Improvements Other Th	619.00
604-49550-133	Employer Paid Insurance	96.00
604-49550-218	Uniforms	199.80
604-49550-321	Telephone	105.40
604-49550-405	Repairs & Maint - Vehicl	2,125.34
604-49550-408	Repairs & Maint - Distrib	341.49
604-49550-413	Repairs & Maint - Trans	11,380.00
604-49550-450	Conservation	1,630.00
604-49550-491	Payments to Other Orga	1,200.00
609-49751-133	Employer Paid Insurance	32.00
609-49751-251	Liquor	5,532.09
609-49751-252	Beer	18,283.05
609-49751-253	Wine	1,273.62
609-49751-254	Soft Drinks & Mix	-1.50
609-49751-257	Ice	104.90
609-49751-333	Freight and Express	132.14
614-49870-133	Employer Paid Insurance	80.00
614-49870-211	Cleaning Supplies	21.31
614-49870-217	Other Operating Supplie	1,514.67
614-49870-227	Utility System Maint Sup	516.46
614-49870-321	Telephone	284.82
614-49870-401	Repairs & Maint - Buildi	73.00
614-49870-441	Transmission Fees	55.07
614-49870-442	Subscriber Fees	39,595.96
614-49870-447	Internet Expense	8,339.00
615-49850-133	Employer Paid Insurance	32.00
615-49850-217	Other Operating Supplie	422.58
615-49850-241	Small Tools	114.33
615-49850-321	Telephone	58.83
615-49850-326	Data Processing	5.00
617-49860-133	Employer Paid Insurance	32.00
617-49860-217	Other Operating Supplie	273.77
617-49860-251	Liquor	12.00

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Payment Amount</b>
617-49860-252	Beer	150.22
617-49860-254	Soft Drinks & Mix	31.48
617-49860-321	Telephone	41.44
617-49860-326	Data Processing	5.00
617-49860-340	Advertising & Promotion	513.53
617-49860-404	Repairs & Maint - M&E	80.26
700-21709	Wage Levy	97.83
700-21712	Flex Account	1,900.10
700-21718	Individual Insurance-NC	32.00
	<b>Grand Total:</b>	<b>837,205.83</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>
**None**	837,205.83
<b>Grand Total:</b>	<b>837,205.83</b>

9-4-20  
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Windom, MN

# Expense Approval Report By Fund

Payment Dates 9/5/2020 - 9/11/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL</b>					
<b>Activity: 41110 - Mayor &amp; Council</b>					
WINDOM LIONS CLUB	494255	09/01/2020	EMPLOYEE APPRECIATION	100-41110-434	500.00
<b>Activity 41110 - Mayor &amp; Council Total:</b>					<b>500.00</b>
<b>Activity: 41310 - Administration</b>					
QUADIENT LEASING USA, INC	N8454823	09/01/2020	LEASE PAYMENT - 7-27-20 - 9-	100-41310-200	23.99
A & B BUSINESS	IN757578	09/04/2020	MAINTENANCE CONTRACT AC	100-41310-217	100.68
<b>Activity 41310 - Administration Total:</b>					<b>124.67</b>
<b>Activity: 41910 - Building &amp; Zoning</b>					
INDOFF, INC	3397234	08/26/2020	CUST# 218055 - SUPPLIES	100-41910-200	3.12
QUADIENT LEASING USA, INC	N8454823	09/01/2020	LEASE PAYMENT - 7-27-20 - 9-	100-41910-200	23.99
<b>Activity 41910 - Building &amp; Zoning Total:</b>					<b>27.11</b>
<b>Activity: 42120 - Crime Control</b>					
QUADIENT LEASING USA, INC	N8454823	09/01/2020	LEASE PAYMENT - 7-27-20 - 9-	100-42120-200	23.99
ASPEN MILLS INCORPORATED	260709	09/08/2020	CUST#56101 WPD - UNIFORM	100-42120-218	93.85
ALPHA WIRELESS - MANKATO	8506	09/08/2020	WINDOM CITY POLICE RADIO	100-42120-323	108.00
AMAZON CAPITAL SERVICES, I	1MDQ-9VCG-43YV	09/08/2020	A2Q0YJ8ZNZN2YT - DATA PRO	100-42120-326	25.98
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	100-42120-480	41.16
<b>Activity 42120 - Crime Control Total:</b>					<b>292.98</b>
<b>Activity: 42220 - Fire Fighting</b>					
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	100-42220-200	17.75
A & B BUSINESS	IN757578	09/04/2020	MAINTENANCE CONTRACT AC	100-42220-217	58.73
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	100-42220-404	8.59
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	100-42220-406	19.98
SCOTT VEENKER	27080	09/09/2020	SERVICE - FIRE CALL ASSISTAN	100-42220-480	437.50
<b>Activity 42220 - Fire Fighting Total:</b>					<b>542.55</b>
<b>Activity: 43100 - Streets</b>					
QUADIENT LEASING USA, INC	N8454823	09/01/2020	LEASE PAYMENT - 7-27-20 - 9-	100-43100-200	23.99
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	100-43100-211	9.98
COUNTRY PRIDE SERVICE	#970744 8-31-2020	09/09/2020	#970744 - MAINTENANCE	100-43100-216	228.32
A & B BUSINESS	IN757578	09/04/2020	MAINTENANCE CONTRACT AC	100-43100-217	58.73
RED ROCK QUARRY INC	3017	09/09/2020	#591 - STREET MAINTENANCE	100-43100-224	82.97
DUININCK	543362	09/09/2020	#50029 - STREET MAINTENAN	100-43100-224	651.90
DUININCK	543370	09/09/2020	#50029 - STREET MAINTENAN	100-43100-224	657.64
MN ENERGY RESOURCES	20200903	09/09/2020	0505064121-00001	100-43100-383	45.61
MN ENERGY RESOURCES	20200903A	09/09/2020	0505064121-00001 - LATE FEE	100-43100-383	0.69
COTTONWOOD CO SOLID WA	2030488	08/07/2020	REFUSE DISPOSAL	100-43100-384	10.00
COTTONWOOD CO SOLID WA	2030695	09/03/2020	REFUSE DISPOSAL	100-43100-384	11.00
COTTONWOOD CO SOLID WA	2030964	09/03/2020	REFUSE DISPOSAL	100-43100-384	10.00
COTTONWOOD CO SOLID WA	2030985	09/03/2020	REFUSE DISPOSAL	100-43100-384	10.00
COTTONWOOD CO SOLID WA	2031003	09/03/2020	REFUSE DISPOSAL	100-43100-384	10.00
COTTONWOOD CO SOLID WA	2031004	09/03/2020	REFUSE DISPOSAL	100-43100-384	10.00
WINDOM AUTO VALU	20200825	08/25/2020	MAINTENANCE 3400540	100-43100-405	134.91
<b>Activity 43100 - Streets Total:</b>					<b>1,955.74</b>
<b>Activity: 43210 - Sanitation</b>					
INDOFF, INC	3396358	08/25/2020	#218055 - MISC	100-43210-480	51.91
<b>Activity 43210 - Sanitation Total:</b>					<b>51.91</b>
<b>Activity: 45120 - Recreation</b>					
QUADIENT LEASING USA, INC	N8454823	09/01/2020	LEASE PAYMENT - 7-27-20 - 9-	100-45120-200	23.99
A & B BUSINESS	IN757578	09/04/2020	MAINTENANCE CONTRACT AC	100-45120-217	12.58
<b>Activity 45120 - Recreation Total:</b>					<b>36.57</b>

**Expense Approval Report**

Payment Dates: 9/5/2020 - 9/11/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Activity: 45202 - Park Areas</b>					
QUADIENT LEASING USA, INC	N8454823	09/01/2020	LEASE PAYMENT - 7-27-20 -9-	100-45202-200	23.99
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	100-45202-211	17.16
COUNTRY PRIDE SERVICE	#970744 8-31-2020	09/09/2020	#970744 - MAINTENANCE	100-45202-212	1,421.87
COUNTRY PRIDE SERVICE	#970744 8-31-2020	09/09/2020	#970744 - MAINTENANCE	100-45202-216	177.10
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	100-45202-217	37.97
PET WASTE ELIMINATOR	42945843	09/09/2020	CUST#503221 - OPERATING S	100-45202-217	734.22
COTTONWOOD CO SOLID WA	2030517	08/07/2020	REFUSE DISPOSAL	100-45202-384	10.00
COTTONWOOD CO SOLID WA	2031139	09/09/2020	REFUSE DISPOSAL	100-45202-384	176.12
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	100-45202-404	11.94
WINDOM AUTO VALU	20200825	08/25/2020	MAINTENANCE 3400540	100-45202-404	53.98
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	100-45202-405	15.99
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	100-45202-406	407.77
<b>Activity 45202 - Park Areas Total:</b>					<b>3,088.11</b>
<b>Fund 100 - GENERAL Total:</b>					<b>6,619.64</b>
<b>Fund: 211 - LIBRARY</b>					
<b>Activity: 45501 - Library</b>					
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	211-45501-200	6.59
A & B BUSINESS	IN757578	09/04/2020	MAINTENANCE CONTRACT AC	211-45501-217	58.73
MICROMARKETING, LLC	821540	09/09/2020	#9985 - BOOKS	211-45501-435	39.99
<b>Activity 45501 - Library Total:</b>					<b>105.31</b>
<b>Fund 211 - LIBRARY Total:</b>					<b>105.31</b>
<b>Fund: 225 - AIRPORT</b>					
<b>Activity: 45127 - Airport</b>					
RED ROCK RURAL WATER	20200831	09/08/2020	ACCT#106026 AIRPORT	225-45127-200	29.00
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	225-45127-409	42.97
<b>Activity 45127 - Airport Total:</b>					<b>71.97</b>
<b>Activity: 49950 - Capital Outlay</b>					
LAKETOWN ELECTRIC CORP	34247	09/08/2020	ACCT# 100421 - AIRPORT	225-49950-500	1,262.20
<b>Activity 49950 - Capital Outlay Total:</b>					<b>1,262.20</b>
<b>Fund 225 - AIRPORT Total:</b>					<b>1,334.17</b>
<b>Fund: 230 - POOL</b>					
<b>Activity: 45124 - Pool</b>					
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	230-45124-211	5.98
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	230-45124-217	49.63
A & B BUSINESS	IN757578	09/04/2020	MAINTENANCE CONTRACT AC	230-45124-217	12.58
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	230-45124-401	32.99
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	230-45124-404	29.47
<b>Activity 45124 - Pool Total:</b>					<b>130.65</b>
<b>Fund 230 - POOL Total:</b>					<b>130.65</b>
<b>Fund: 235 - AMBULANCE</b>					
<b>Activity: 42153 - Ambulance</b>					
QUADIENT LEASING USA, INC	N8454823	09/01/2020	LEASE PAYMENT - 7-27-20 -9-	235-42153-200	23.99
BRITTANY ESPENSON - RIVERS	1187	09/09/2020	SERVICE	235-42153-217	200.00
WINDOM FARM SERVICE	20200831	09/08/2020	CITY OF WINDOM - REPAIRS	235-42153-217	31.41
A & B BUSINESS	IN757578	09/04/2020	MAINTENANCE CONTRACT AC	235-42153-217	58.73
LONDON JOHNSON	20200826	09/09/2020	EXPENSE - AMBULANCE	235-42153-334	18.88
MEGAN BRAMSTEDT	20200902	09/09/2020	EXPENSE - AMBULANCE	235-42153-334	140.96
WINDOM AUTO VALU	20200825	08/25/2020	MAINTENANCE 3400540	235-42153-405	50.00
WINDOM FARM SERVICE	20200831	09/08/2020	CITY OF WINDOM - REPAIRS	235-42153-405	240.90
<b>Activity 42153 - Ambulance Total:</b>					<b>764.87</b>
<b>Fund 235 - AMBULANCE Total:</b>					<b>764.87</b>
<b>Fund: 250 - EDA GENERAL</b>					
<b>Activity: 46520 - EDA</b>					
INDOFF, INC	3397234	08/26/2020	CUST# 218055 - SUPPLIES	250-46520-200	3.12
QUADIENT LEASING USA, INC	N8454823	09/01/2020	LEASE PAYMENT - 7-27-20 -9-	250-46520-200	23.99

## Expense Approval Report

Payment Dates: 9/5/2020 - 9/11/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COTTONWOOD CO RECORDER	P26459	09/09/2020	ACCT# EDAW - RECORDING FE	250-46520-480	46.00
				<b>Activity 46520 - EDA Total:</b>	<b>73.11</b>
				<b>Fund 250 - EDA GENERAL Total:</b>	<b>73.11</b>
<b>Fund: 252 - EDA SCDP</b>					
<b>Activity: 46520 - EDA</b>					
SW MN HOUSING PARTNERSH	CDAP-17-0039-0-FY182	09/09/2020	0006229435	252-46520-491	5,385.00
				<b>Activity 46520 - EDA Total:</b>	<b>5,385.00</b>
				<b>Fund 252 - EDA SCDP Total:</b>	<b>5,385.00</b>
<b>Fund: 254 - NORTH IND PARK</b>					
<b>Activity: 46520 - EDA</b>					
MICKY MASTERS	20200904	09/09/2020	SERVICE - MOWING	254-46520-406	340.00
				<b>Activity 46520 - EDA Total:</b>	<b>340.00</b>
				<b>Fund 254 - NORTH IND PARK Total:</b>	<b>340.00</b>
<b>Fund: 601 - WATER</b>					
<b>Activity: 49400 - Water</b>					
INDOFF, INC	3397236	08/25/2020	CUST # 218055 - SUPPLIES	601-49400-200	7.30
QUADIENT LEASING USA, INC	N8454823	09/01/2020	LEASE PAYMENT - 7-27-20 - 9-	601-49400-200	23.99
A & B BUSINESS	IN757578	09/04/2020	MAINTENANCE CONTRACT AC	601-49400-217	58.73
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	601-49400-404	10.48
WINDOM AUTO VALU	20200825	08/25/2020	MAINTENANCE 3400540	601-49400-404	37.01
ODDSON UNDERGROUND INC	2020-096	09/09/2020	SERVICE - KREMMIN 2450 CO	601-49400-408	500.00
				<b>Activity 49400 - Water Total:</b>	<b>637.51</b>
				<b>Fund 601 - WATER Total:</b>	<b>637.51</b>
<b>Fund: 602 - SEWER</b>					
<b>Activity: 49450 - Sewer</b>					
QUADIENT LEASING USA, INC	N8454823	09/01/2020	LEASE PAYMENT - 7-27-20 - 9-	602-49450-200	23.99
HAWKINS, INC	4778697	08/20/2020	ACCT# 110775 - CHEMICALS	602-49450-216	482.45
A & B BUSINESS	IN757578	09/04/2020	MAINTENANCE CONTRACT AC	602-49450-217	58.73
MN VALLEY TESTING	1046996	08/25/2020	CUST# 23162 - TESTING	602-49450-310	244.80
MN VALLEY TESTING	1047030	08/25/2020	CUST# 23162	602-49450-310	158.40
FEDERATED RURAL ELECTRIC	112954	09/09/2020	CITY OF WINDOM	602-49450-381	14.00
WINDOM AUTO VALU	20200825	08/25/2020	MAINTENANCE 3400540	602-49450-404	51.99
				<b>Activity 49450 - Sewer Total:</b>	<b>1,034.36</b>
				<b>Fund 602 - SEWER Total:</b>	<b>1,034.36</b>
<b>Fund: 604 - ELECTRIC</b>					
ELECTRIC FUND	182 RET	09/08/2020	EL INVENTORY RETURN	604-14200	90.45
RESCO - RURAL ELECTRIC SUP	795898-00	08/26/2020	20200825 - INVENTORY	604-14200	864.00
RESCO - RURAL ELECTRIC SUP	795899-00	08/26/2020	20200821 - INVENTORY	604-14200	1,590.00
BORDER STATES	920447969	08/13/2020	RETURNED - WRONG INVENT	604-14200	-544.20
BORDER STATES	920464663	08/10/2020	ACCT# 5189 - INVENTORY	604-14200	125.73
BORDER STATES	920539140	08/26/2020	CUST# 5189 - INVENTORY	604-14200	298.86
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	604-16300	3.18
ELECTRIC FUND	20200906	09/09/2020	EAST HILL - CAPITIALIZED LABO	604-16300	19,378.98
WESCO DISTRIBUTION, INC	320301	08/19/2020	CUST# 80437 NEW CONSTRU	604-16300	1,464.30
ELECTRIC FUND	449	09/08/2020	EL CONSTRUCT NEW #1 - EAS	604-16300	4,479.99
					<b>27,751.29</b>
<b>Activity: 49550 - Electric</b>					
QUADIENT LEASING USA, INC	N8454823	09/01/2020	LEASE PAYMENT - 7-27-20 - 9-	604-49550-200	23.99
AMAZON CAPITAL SERVICES, I	1N3X-JKNQ-LJ9Y	09/09/2020	A2Q0YJ8ZLN2YT - CLEANING	604-49550-211	87.75
SANFORD LABORATORIES	309113152	09/09/2020	ACCT# 70000675 - OPERATIN	604-49550-217	7.00
A & B BUSINESS	IN757578	09/04/2020	MAINTENANCE CONTRACT AC	604-49550-217	58.73
BORDER STATES	920539141	08/26/2020	CUST #5189 - UNIFORMS	604-49550-218	86.94
BORDER STATES	920591939	09/03/2020	CUST#5189 - UNIFORMS	604-49550-218	73.74
BORDER STATES	920627091	09/09/2020	#5189 - UNIFORMS	604-49550-218	427.22
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	604-49550-402	18.12
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	604-49550-405	4.45
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	604-49550-406	21.99

## Expense Approval Report

Payment Dates: 9/5/2020 - 9/11/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JORDAN BUSSA	025	09/09/2020	CLEANING	604-49550-406	184.60
ADVANTAGE COLLECTION PR	56584-2	09/01/2020	CUST #3796 - UNCOLLECTIBLE	604-49550-432	7.89
MISSOURI RIVER ENERGY SER	SM00000006105	09/03/2020	IR-WINDOM - CONSERVATION	604-49550-450	8,727.00
BORDER STATES	920610007	09/08/2020	ACCT# 5189 - MISC	604-49550-480	28.72
<b>Activity 49550 - Electric Total:</b>					<b>9,768.14</b>
<b>Fund 604 - ELECTRIC Total:</b>					<b>37,519.43</b>

## Fund: 609 - LIQUOR STORE

## Activity: 49751 - Liquor Store

QUADIENT LEASING USA, INC	N8454823	09/01/2020	LEASE PAYMENT - 7-27-20 - 9-	609-49751-200	23.99
RAGE INC - CAMPUS CLEANER	25826	08/31/2020	ACCT# 6132 - CLEANING	609-49751-211	73.04
AH HERMEL COMPANY	840283	08/18/2020	#40214 - SUPPLIES	609-49751-217	47.02
A & B BUSINESS	IN757578	09/04/2020	MAINTENANCE CONTRACT AC	609-49751-217	83.90
BELLBOY CORP	0085379600	08/18/2020	CUST #313800 - SUPPLIES	609-49751-251	4,143.93
BREAKTHRU BEVERAGE MN	1081170357	08/20/2020	CUST #4312 - SUPPLIES	609-49751-251	2,461.22
JOHNSON BROS.	1623659	08/20/2020	20200820 - SUPPLIES	609-49751-251	2,509.55
PHILLIPS WINE & SPIRITS	6079051	08/20/2020	20200820 - SUPPLIES	609-49751-251	5,255.25
BREAKTHRU BEVERAGE MN	1081176758	09/08/2020	CUST#4312-BEER	609-49751-252	232.00
BEVERAGE WHOLESALERS	130082	09/08/2020	ACCT#70063 - BEER	609-49751-252	7,443.25
BEVERAGE WHOLESALERS	130386	09/08/2020	ACCT#70063 - BEER	609-49751-252	1,480.00
JOHNSON BROS.	1623661	08/20/2020	20200820 - BEER	609-49751-252	210.00
ARTISAN BEER COMPANY	3433506	08/20/2020	20200820 - BEER	609-49751-252	29.60
DOLL DISTRIBUTING, LLC	378867	08/31/2020	ACCT# 51450 - BEER	609-49751-252	10,063.25
DOLL DISTRIBUTING, LLC	381001	08/31/2020	ACCT# 51450 - BEER	609-49751-252	51.60
BELLBOY CORP	0085379600	08/18/2020	CUST #313800 - SUPPLIES	609-49751-253	126.00
BREAKTHRU BEVERAGE MN	1081170357	08/20/2020	CUST #4312 - SUPPLIES	609-49751-253	288.00
BEVERAGE WHOLESALERS	130082	09/08/2020	ACCT#70063 - BEER/WINE	609-49751-253	40.40
JOHNSON BROS.	1623660	08/20/2020	20200820 - SUPPLIES	609-49751-253	1,636.81
PHILLIPS WINE & SPIRITS	6079052	08/20/2020	20200820 - SUPPLIES	609-49751-253	604.61
JOHNSON BROS.	1623660	08/20/2020	20200820 - SUPPLIES	609-49751-254	32.00
ATLANTIC COCA-COLA	2516763	08/31/2020	ACCT# 8373693	609-49751-254	151.60
PBC - PEPSI BEVERAGES COM	80788410	08/17/2020	CUST #9345008 - POP/MIXES	609-49751-254	329.61
AH HERMEL COMPANY	840283	08/18/2020	#40214 - SUPPLIES	609-49751-254	68.12
AH HERMEL COMPANY	840283	08/18/2020	#40214 - SUPPLIES	609-49751-256	91.13
ARCTIC GLACIER U.S.A. INC	3451023202	08/19/2020	ACCT # 172363 - ICE	609-49751-257	165.20
ARCTIC GLACIER U.S.A. INC	3451023703	08/24/2020	ACCT# 172363 - ICE	609-49751-257	178.20
AH HERMEL COMPANY	840283	08/18/2020	#40214 - SUPPLIES	609-49751-261	36.10
BELLBOY CORP	0085379600	08/18/2020	CUST #313800 - SUPPLIES	609-49751-333	115.00
BREAKTHRU BEVERAGE MN	1081170357	08/20/2020	CUST #4312 - SUPPLIES	609-49751-333	47.64
JOHNSON BROS.	1623659	08/20/2020	20200820 - SUPPLIES	609-49751-333	53.94
JOHNSON BROS.	1623660	08/20/2020	20200820 - SUPPLIES	609-49751-333	47.60
ARCTIC GLACIER U.S.A. INC	3451023202	08/19/2020	ACCT # 172363 - ICE	609-49751-333	1.00
ARCTIC GLACIER U.S.A. INC	3451023703	08/24/2020	ACCT# 172363 - ICE	609-49751-333	1.00
PHILLIPS WINE & SPIRITS	6079051	08/20/2020	20200820 - SUPPLIES	609-49751-333	80.33
PHILLIPS WINE & SPIRITS	6079052	08/20/2020	20200820 - SUPPLIES	609-49751-333	19.14
AH HERMEL COMPANY	840283	08/18/2020	#40214 - SUPPLIES	609-49751-333	6.95
KDOM RADIO	#0229 8-31-2020	09/09/2020	#0229 - ADVERTISING - RIVER	609-49751-340	963.50
KKOJ - KUXX	20200831	09/09/2020	ACCT# 101449 - ADVERTISING	609-49751-340	355.00
<b>Activity 49751 - Liquor Store Total:</b>					<b>39,546.48</b>
<b>Fund 609 - LIQUOR STORE Total:</b>					<b>39,546.48</b>

## Fund: 614 - TELECOM

INTERNAL REVENUE SERVICE	20200908	09/09/2020	EXCISE TAX POSTING - SEPT 2	614-20201	500.00
INTERNAL REVENUE SERVICE	20200909	09/09/2020	EXCISE TAX POSTING - AUG 20	614-20201	389.42
MN 9-1-1 PROGRAM	20200909	09/09/2020	911 SERVICE - AUG 2020	614-20206	1,244.25
					<b>2,133.67</b>
<b>Activity: 49870 - Telecom</b>					
QUADIENT LEASING USA, INC	N8454823	09/01/2020	LEASE PAYMENT - 7-27-20 - 9-	614-49870-200	23.99
HEARTLAND SECURITY SERVIC	630180	09/03/2020	602016517 - SERVICE & LATE	614-49870-217	363.84
A & B BUSINESS	IN757578	09/04/2020	MAINTENANCE CONTRACT AC	614-49870-217	100.68
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	614-49870-227	24.98

Expense Approval Report

Payment Dates: 9/5/2020 - 9/11/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
POWER & TEL	7035657-00	08/26/2020	CUST#307494 - SYSTEMS	614-49870-227	1,182.52
POWER & TEL	7050113-00 CREDIT	09/08/2020	705011-00 FREIGHT CREDIT	614-49870-227	-203.06
NATIONAL CABLE TV COOP	SI-664041	09/03/2020	WINO10 - UTILITY SYSTEM	614-49870-227	69.49
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	614-49870-241	18.99
OLSEN THIELEN & CO.,LTD	56694	08/26/2020	CUST#947000 - LEGAL FEES	614-49870-304	1,148.00
OLSEN THIELEN & CO.,LTD	56716	08/26/2020	#94700 - LEGAL FEES	614-49870-304	286.00
KDOM RADIO	20200831	09/08/2020	ACCT#0073 - WINDOMNET	614-49870-340	100.98
AZAR COMPUTER SOFTWARE	141949	09/03/2020	CATV SUPPORT	614-49870-442	2,145.00
ARVIG ENTERPRISES, INC	307100	08/31/2020	ACCT# 104725 HEAD END SER	614-49870-442	411.50
WOODSTOCK COMMUNICATI	10139086	09/03/2020	SPECIAL ACCESS CIRCUITS	614-49870-445	205.10
HURRICANE ELECTRIC LLC	98352877-IN	09/03/2020	10 G INTERNET MINNEAPOLIS	614-49870-447	1,800.00
HURRICANE ELECTRIC LLC	98352877-IN	09/03/2020	10 G INTERNET OMAHA	614-49870-447	2,300.00
<b>Activity 49870 - Telecom Total:</b>					<b>9,978.01</b>
<b>Fund 614 - TELECOM Total:</b>					<b>12,111.68</b>

Fund: 615 - ARENA

Activity: 49850 - Arena

QUADIENT LEASING USA, INC	N8454823	09/01/2020	LEASE PAYMENT - 7-27-20 -9-	615-49850-200	23.99
HEARTLAND PAPER COMPANY	716266-0	09/09/2020	#4756-1 SUPPLIES	615-49850-211	986.07
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	615-49850-215	196.05
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	615-49850-217	16.98
WINDOM AUTO VALU	20200825	08/25/2020	MAINTENANCE 3400540	615-49850-217	9.99
A & B BUSINESS	IN757578	09/04/2020	MAINTENANCE CONTRACT AC	615-49850-217	58.73
PETERSON SMITH GRAVEL INC	3864	09/02/2020	20200823 - MAINTENANCE	615-49850-402	1,632.00
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	615-49850-404	88.05
SMITH AUTO SUPPLY - CARQU	#91380 8-31-2020	09/09/2020	#91380 - MAINTENANCE	615-49850-405	139.34
<b>Activity 49850 - Arena Total:</b>					<b>3,151.20</b>
<b>Fund 615 - ARENA Total:</b>					<b>3,151.20</b>

Fund: 617 - M/P CENTER

SECR REV FUND/CITY OF WD	20200908	09/09/2020	PETTY CASH - COMMUNITY C	617-10200	2,000.00
ELITE MECHANICAL SYSTEMS,	6935	09/08/2020	INSTALL DISHWASHER	617-16400	492.91
					<b>2,492.91</b>

Activity: 49860 - M/P Center

QUADIENT LEASING USA, INC	N8454823	09/01/2020	LEASE PAYMENT - 7-27-20 -9-	617-49860-200	23.99
SCHWALBACH HARDWARE	#72861 8-25-2020	09/09/2020	#72861 - MAINTENANCE	617-49860-217	81.92
A & B BUSINESS	IN757578	09/04/2020	MAINTENANCE CONTRACT AC	617-49860-217	58.70
ELITE MECHANICAL SYSTEMS,	6946	09/08/2020	STOVE HOOD-BELT	617-49860-402	100.00
<b>Activity 49860 - M/P Center Total:</b>					<b>264.61</b>
<b>Fund 617 - M/P CENTER Total:</b>					<b>2,757.52</b>

Fund: 700 - PAYROLL

Internal Revenue Service-Payr	INV0001806	09/11/2020	Federal Tax Withholding	700-21701	9,300.16
MN Department of Revenue -	INV0001807	09/11/2020	State Withholding	700-21702	4,522.56
Internal Revenue Service-Payr	INV0001806	09/11/2020	Social Security	700-21703	13,339.06
MN Pera	INV0001803	09/11/2020	PERA	700-21704	809.54
MN Pera	INV0001803	09/11/2020	PERA	700-21704	13,999.31
MN Pera	INV0001803	09/11/2020	PERA	700-21704	6,607.59
MN State Deferred	INV0001804	09/11/2020	Deferred Roth	700-21705	305.00
MN State Deferred	INV0001804	09/11/2020	Deferred Compensation	700-21705	7,238.85
Internal Revenue Service-Payr	INV0001806	09/11/2020	Medicare Withholding	700-21711	3,735.04
FURTHER (Select Account)	INV0001802	09/11/2020	HSA Employee Contribution	700-21723	382.31
					<b>60,239.42</b>
<b>Fund 700 - PAYROLL Total:</b>					<b>60,239.42</b>

**Grand Total: 171,750.35**

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - GENERAL	6,619.64
211 - LIBRARY	105.31
225 - AIRPORT	1,334.17
230 - POOL	130.65
235 - AMBULANCE	764.87
250 - EDA GENERAL	73.11
252 - EDA SCDP	5,385.00
254 - NORTH IND PARK	340.00
601 - WATER	637.51
602 - SEWER	1,034.36
604 - ELECTRIC	37,519.43
609 - LIQUOR STORE	39,546.48
614 - TELECOM	12,111.68
615 - ARENA	3,151.20
617 - M/P CENTER	2,757.52
700 - PAYROLL	60,239.42
<b>Grand Total:</b>	<b>171,750.35</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-41110-434	Employee Appreciation	500.00
100-41310-200	Office Supplies	23.99
100-41310-217	Other Operating Supplie	100.68
100-41910-200	Office Supplies	27.11
100-42120-200	Office Supplies	23.99
100-42120-218	Uniforms	93.85
100-42120-323	Radio Units	108.00
100-42120-326	Data Processing	25.98
100-42120-480	Other Miscellaneous	41.16
100-42220-200	Office Supplies	17.75
100-42220-217	Other Operating Supplie	58.73
100-42220-404	Repairs & Maint - M&E	8.59
100-42220-406	Repairs & Maint - Groun	19.98
100-42220-480	Other Miscellaneous	437.50
100-43100-200	Office Supplies	23.99
100-43100-211	Cleaning Supplies	9.98
100-43100-216	Chemicals and Chemical	228.32
100-43100-217	Other Operating Supplie	58.73
100-43100-224	Street Maint Materials	1,392.51
100-43100-383	Gas Utility	46.30
100-43100-384	Refuse Disposal	61.00
100-43100-405	Repairs & Maint - Vehicl	134.91
100-43210-480	Other Miscellaneous	51.91
100-45120-200	Office Supplies	23.99
100-45120-217	Other Operating Supplie	12.58
100-45202-200	Office Supplies	23.99
100-45202-211	Cleaning Supplies	17.16
100-45202-212	Motor Fuels	1,421.87
100-45202-216	Chemicals and Chemical	177.10
100-45202-217	Other Operating Supplie	772.19
100-45202-384	Refuse Disposal	186.12
100-45202-404	Repairs & Maint - M&E	65.92
100-45202-405	Repairs & Maint - Vehicl	15.99
100-45202-406	Repairs & Maint - Groun	407.77
211-45501-200	Office Supplies	6.59
211-45501-217	Other Operating Supplie	58.73
211-45501-435	Books and Pamphlets	39.99

## Account Summary

Account Number	Account Name	Payment Amount
225-45127-200	Office Supplies	29.00
225-45127-409	Repairs & Maint - Utilitie	42.97
225-49950-500	Capital Outlay	1,262.20
230-45124-211	Cleaning Supplies	5.98
230-45124-217	Other Operating Supplie	62.21
230-45124-401	Repairs & Maint - Buildi	32.99
230-45124-404	Repairs & Maint - M&E	29.47
235-42153-200	Office Supplies	23.99
235-42153-217	Other Operating Supplie	290.14
235-42153-334	Meals/Lodging	159.84
235-42153-405	Repairs & Maint - Vehicl	290.90
250-46520-200	Office Supplies	27.11
250-46520-480	Other Miscellaneous	46.00
252-46520-491	Payments to Other Orga	5,385.00
254-46520-406	Repairs & Maint - Groun	340.00
601-49400-200	Office Supplies	31.29
601-49400-217	Other Operating Supplie	58.73
601-49400-404	Repairs & Maint - M&E	47.49
601-49400-408	Repairs & Maint - Distrib	500.00
602-49450-200	Office Supplies	23.99
602-49450-216	Chemicals and Chemical	482.45
602-49450-217	Other Operating Supplie	58.73
602-49450-310	Lab Testing	403.20
602-49450-381	Electric Utility	14.00
602-49450-404	Repairs & Maint - M&E	51.99
604-14200	Inventory	2,424.84
604-16300	Improvements Other Th	25,326.45
604-49550-200	Office Supplies	23.99
604-49550-211	Cleaning Supplies	87.75
604-49550-217	Other Operating Supplie	65.73
604-49550-218	Uniforms	587.90
604-49550-402	Repairs & Maint - Struct	18.12
604-49550-405	Repairs & Maint - Vehicl	14.45
604-49550-406	Repairs & Maint - Groun	206.59
604-49550-432	Uncollectible	7.89
604-49550-450	Conservation	8,727.00
604-49550-480	Other Miscellaneous	28.72
609-49751-200	Office Supplies	23.99
609-49751-211	Cleaning Supplies	73.04
609-49751-217	Other Operating Supplie	130.92
609-49751-251	Liquor	14,369.95
609-49751-252	Beer	19,509.70
609-49751-253	Wine	2,695.82
609-49751-254	Soft Drinks & Mix	581.33
609-49751-256	Tobacco Products	91.13
609-49751-257	Ice	343.40
609-49751-261	Other Merchandise	36.10
609-49751-333	Freight and Express	372.60
609-49751-340	Advertising & Promotion	1,318.50
614-20201	Excise Tax Payable	889.42
614-20206	911 TAP & TACIP Fees CI	1,244.25
614-49870-200	Office Supplies	23.99
614-49870-217	Other Operating Supplie	464.52
614-49870-227	Utility System Maint Sup	1,073.93
614-49870-241	Small Tools	18.99
614-49870-304	Legal Fees	1,434.00
614-49870-340	Advertising & Promotion	100.98
614-49870-442	Subscriber Fees	2,556.50

**Account Summary**

Account Number	Account Name	Payment Amount
614-49870-445	Switch Fees	205.10
614-49870-447	Internet Expense	4,100.00
615-49850-200	Office Supplies	23.99
615-49850-211	Cleaning Supplies	986.07
615-49850-215	Materials & Equipment	196.05
615-49850-217	Other Operating Supplie	85.70
615-49850-402	Repairs & Maint - Struct	1,632.00
615-49850-404	Repairs & Maint - M&E	88.05
615-49850-405	Repairs & Maint - Vehicl	139.34
617-10200	Petty Cash	2,000.00
617-16400	Machinery & Equipment	492.91
617-49860-200	Office Supplies	23.99
617-49860-217	Other Operating Supplie	140.62
617-49860-402	Repairs & Maint - Struct	100.00
700-21701	Federal Withholding	9,300.16
700-21702	State Withholding	4,522.56
700-21703	FICA Tax Withholding	13,339.06
700-21704	PERA Contributions	21,416.44
700-21705	Retirement	7,543.85
700-21711	Medicare Tax Withholdi	3,735.04
700-21723	HSA Employee Contribu	382.31
	<b>Grand Total:</b>	<b>171,750.35</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	171,750.35
<b>Grand Total:</b>	<b>171,750.35</b>

U  
9-10-20

# RESOLUTION #2020-

**INTRODUCED:**

**SECONDED:**

**VOTED:**

**Aye:**

**Nay:**

**Absent:**

**RESOLUTION GIVING PRELIMINARY APPROVAL FOR THE ISSUANCE OF  
GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS IN AN  
AMOUNT NOT TO EXCEED \$1,800,000 AND ADOPTING THE CITY OF  
WINDOM, MINNESOTA, CAPITAL IMPROVEMENT PLAN UNDER  
MINNESOTA STATUTES, SECTION 475.521**

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- A. WHEREAS**, the City Council of the City of Windom, Minnesota (the "City") proposes to adopt the City of Windom, Minnesota, Capital Improvement Plan (the "Plan") and to issue its general obligation capital improvement plan bonds (the "Bonds") described in the Plan; and
- B. WHEREAS**, the City has caused notice of the public hearing on the intention to issue the Bonds and on the proposed adoption of the Plan to be published pursuant to and in accordance with Minnesota Statutes, Section 475.521; and
- C. WHEREAS**, a public hearing on the intention to issue the Bonds and on the proposed Plan has been held on this date, following published notice of the public hearing as required by law; and
- D. WHEREAS**, in approving the Plan, the City Council considered for each project and for the overall Plan:
1. The condition of the City's existing infrastructure, including the projected need for repair and replacement;
  2. The likely demand for the improvement;
  3. The estimated cost of the improvement;
  4. The available public resources;
  5. The level of overlapping debt in the City;
  6. The relative benefits and costs of alternative uses of the funds;
  7. Operating costs of the proposed improvements; and
  8. Alternatives for providing services more efficiently through shared facilities with other local governmental units; and

**E. WHEREAS**, the City Council has determined that the issuance of the Bonds is the best way to finance the capital improvements described in the Plan as authorized under Minnesota Statutes, Section 475.521.

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

1. The Plan is hereby in all respects approved.
2. The staff and consultants of the City are hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the Plan in accordance with any applicable laws and regulations.
3. The City gives preliminary approval to issuance of the Bonds in the maximum principal amount of \$1,800,000, provided that if a petition requesting a vote on issuance of the Bonds, signed by voters equal to five percent of the votes cast in the last general election, is filed with City Administrator by October 15, 2020, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

Adopted this 15<sup>th</sup> day of September, 2020.

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

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

STATE OF MINNESOTA  
COUNTY OF COTTONWOOD  
CITY OF WINDOM

I, the undersigned, being duly qualified and acting City Administrator of the City of Windom, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council of said City on September 15, 2020, duly called and held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to a resolution giving preliminary approval for the issuance of the City's general obligation capital improvement plan bonds and adopting the City's capital improvement plan therefor.

WITNESS my hand this 15th day of September, 2020.

---

City Administrator



September 15, 2020

Capital Improvement Plan in connection with  
Refunding the 2016 Emergency Services Facility  
Lease  
City of Windom, Minnesota



Prepared by:  
City Staff  
and  
Ehlers

Todd Hagen, CIPMA  
VP/Senior Municipal Advisor

Rebecca Kurtz, CIPMA  
VP/Senior Municipal Advisor

And

Chris Mickelson, CIPMA  
Municipal Advisor

# Table of Contents

	Page No.
Section I. Introduction	1
Section II. Purpose	1
Section III. The Capital Improvement Planning Process	2
Section IV. Project Summary	3
Section V. Financing the Capital Improvement Plan	7
Appendix A. Proposed CIP Bond Issue	
Appendix B. Pre-Sale Schedule	
Appendix C. Resolutions/Notice of Public Hearing	

## SECTION I: Introduction

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In 2003, the Minnesota State Legislature adopted a statute (Section 475.521, referred to herein as the “CIP Act”) that allows cities to issue municipal bonds under a capital improvement plan without the usual referendum requirement (except for the so-called “reverse referendum” described in Section III). The CIP Act applies to capital improvements consisting of city halls, public works, and public safety facilities. The 2005 Legislature added towns to the meaning of a municipality and town halls and libraries to the meaning of a capital improvement under the CIP Act.

Throughout this plan, the term “capital improvement” refers only to those improvements identified in the CIP Act, as summarized above. Capital expenditures for other public improvements in the City will be financed through other means and are not governed by this plan.

## SECTION II: Purpose

---

A capital improvement is a major expenditure of municipal funds for the acquisition or betterment to public lands, buildings, or other improvements used as a city hall, town hall, library, public safety, or public works facility, which has a useful life of five years or more. For the purposes of the CIP Act, capital improvements do not include light rail transit or related activities, parks, road/bridges, administrative buildings other than city or town hall, or land for those facilities. A Capital Improvement Plan (“CIP”) is a document designed to anticipate capital improvement expenditures and schedule them over a five-year period so that they may be purchased in the most efficient and cost-effective method possible. A CIP allows the matching of expenditures with anticipated income. As potential expenditures are reviewed, the municipality considers the benefits, costs, alternatives and impact on operating expenditures.

The City of Windom, Minnesota (the “City”) believes the capital improvement process is an important element of responsible fiscal management. Major capital expenditures can be anticipated and coordinated to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. In these financially difficult times good planning is essential for the wise use of limited financial resources.

The Capital Improvement Plan is designed to be updated on an annual basis. In this manner, it becomes an ongoing fiscal planning tool that continually anticipates future capital expenditures and funding sources.

## SECTION III: The Capital Improvement Planning Process

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The process begins with analysis of the City's five-year capital improvement needs and funding sources. The City may solicit input from citizens and other governmental units at an early stage, if desired.

The City Council then directs staff or consultants to prepare a plan that sets forth the estimated schedule, timing and details of specific capital improvements by year, together with the estimated cost, the need for the improvement, and the sources of revenue for the improvement. The City Council then holds a public hearing on the CIP, with notice published not more than 30 days and not less than seven days for the hearing (except as described below). The Council may either approve the CIP immediately after the hearing or based on input may make revisions and approve the CIP at a later meeting.

If the CIP calls for general obligation bonds to finance certain improvements, the City Council must follow an additional set of procedures. The Council must hold a public hearing regarding issuance of the bonds. Notice of such hearing must be published in the official newspaper of the municipality at least 14, but not more than 28 days prior to the date of the public hearing. In addition, the notice may be posted on the City's official web site. (The public hearings on the CIP and the bonds may be combined into a single hearing, in which case the notice requirements for bonds must be followed.)

The Council must approve the sale of CIP bonds by a 3/5ths vote of its membership. However, the bonds are subject to a so-called "reverse referendum". If a petition signed by voters equal to at least five percent of the votes cast in the City in last general election is filed with the City Clerk within 30 days after the public hearing regarding the bonds, the bonds may not be issued unless approved by the voters (by a majority of those voting on the question). Further, the maximum debt service in any year on all outstanding CIP Bonds is .16% of the estimated market value of property in the City, using the estimated market value for the taxes-payable year in which the bonds are issued.

After the CIP has been approved and bonds have been authorized, the City works with its financial advisor to prepare a bond sale and repayment schedule. Assuming no petition for a referendum is filed, the bonds are sold, and when proceeds from the sale of the bonds (and any other identified revenue sources) become available, the expenditures for specified capital improvements can be made.

In subsequent years, the process is repeated as expenditures are completed and as new needs arise. Capital improvement planning looks five or more years into the future from the date of the CIP.

## SECTION IV: Project Summary

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The only capital improvements contemplated in the five-year period of this plan (2020 through 2024) is the acquisition of the existing leased facilities described below (the “Emergency Services Facility”), through issuance of general obligation capital improvement plan bonds (referred to as the “CIP Bonds”).

The City proposes to exercise its option to purchase the existing Emergency Services Facility from Bremer Bank, as lessor under the Lease with Option to Purchase Agreement entered into on December 15, 2016 to reduce interest rates and debt service costs to the City through the issuance of CIP Bonds under the CIP Act and this CIP. Refunding the lease-purchase indebtedness with general obligation bonds issued by the City is expected to provide lower interest rates on the indebtedness. The proposed CIP Bonds would be issued in 2020, in a principal amount not to exceed \$1,800,000.

The CIP Act requires the City Council to consider eight factors in preparing the CIP:

1. Condition of the City’s existing infrastructure, including projected need for repair or replacement.
2. Likely demand for the improvement.
3. Estimated cost of the improvement.
4. Available public resources.
5. Level of overlapping debt in the City.
6. Relative benefits and costs of alternative uses of funds.
7. Operating costs of the proposed improvements.
8. Alternatives for providing services most efficiently through shared facilities with other cities or local governments.

The City has considered the eight points as they relate to construction of the Emergency Services Facility through issuance of the CIP Bonds. The findings are as follows:

The 2020 capital expenditure of approximately \$1,800,000 for the acquisition of the existing Emergency Services Facility (ESF) from Bremer Bank, as lessor is to be funded with new bond proceeds and any transfers from prior bond funds in any year that the City anticipates the best savings. The proceeds of the bonds will be used to purchase the City’s existing lease obligation from Bremer Bank, as lessor. The City will then invest funds for the payment of the remaining principal on the City’s outstanding Lease with Option to Purchase Agreement of 2016 to exercise its option to purchase the Facility on February 1, 2021. **This could save the City around \$152,843.** These actions constitute a current refunding of the City’s 2016 Lease under Federal law.

Windom's original fire hall was over 40 years old, contained just six bays and had only very limited support area. The total area in the existing facility was only 4,100 square feet. The original fire hall space was so small numerous pieces of equipment were stored off-site; however, this space also

housed a portion of the Windom Ambulance Services with two ambulance units (in separate garages) with a third ambulance located off-site. Equipment scattered among several different locations across the community lead to inefficiencies in the delivery of emergency services and created slower response times.

The original fire hall no longer accommodated the quantity or size of equipment required by today's average fire department. The Fire Department was currently storing firefighting and rescue equipment in several locations throughout the City. Due to the storage inadequacies, when emergency calls were received, equipment was not always readily accessible by the department. The fire hall's shortcomings included its inability to adequately accommodate the department's equipment; its inability to provide sufficient space for rapid, unhindered movement of firefighters and EMTs within the Facility; and its inability to provide sufficient space to prevent accidental interaction between firefighters, EMTs and equipment, thereby creating serious safety issues. Because of the size of the confined space and the close proximity of firefighters, EMTs and equipment there were also air quality issues.

The Fire Department, Ambulance Service and City Council had identified the need to replace the fire hall that was originally built in 1964. At the May 19, 2015 City Council meeting the City Council adopted the Emergency Services Facility project as its #1 priority.

The Windom Fire District provides fire services to the City of Windom, City of Wilder, City of Bingham Lake and ten townships located in Cottonwood and Jackson counties consisting of 190.5 square miles of rural township area. The Windom Ambulance service area is over 230 square miles in area and serves three municipalities.

The City's Fire Department is comprised of 28 volunteer firefighters and operates 14 pieces of equipment that need to be stored in a central location to facilitate optimum response times. The Ambulance service has 17 volunteer EMTs and operates 3 rigs, which made over 900 runs in 2019 so these are critical services for the protection of the public health, safety and welfare.

Other than such construction, the City does not anticipate any other projects to be financed under this CIP in the 2020 through 2024 period.

### Conditions of City Infrastructure and Need for the Project

The Facility currently exists, but the City has determined that it is financially prudent to acquire the Facility. Other than such acquisition, the City does not anticipate further repair or replacement of the Facility in this five-year period.

The original structure was in fair condition with continued space problems and access to adequate space for equipment, response, meetings and personnel. The amount of space was inadequate to meet the needs of even one department let alone serve as a basis of operations for two emergency services. The location of the new facility keeps these critical emergency services in a central location. The projected completion date was in September of 2017.

### Demand for Project

As noted above, the Facility currently exists. Acquisition of the existing leased facility is prudent in order to reduce City borrowing costs.

As the City continues to grow and more demands for emergency services are responded to by fire and ambulance, the original space limitations would have only continued to become more of an issue with limited the size and amount of equipment needed to deliver quality services. Building improvements were beyond required, and serious consideration was needed to be given if a new facility was not built in those next few years.

### Estimated Cost of the Project

By issuing CIP Bonds that will refund the 2016 ESF Lease, the City expects to obtain total savings of approximately \$152,843.

The Emergency Services Facility cost was \$3,900,000. The City Council applied \$1 million in Ambulance Funds, \$500,000 in Liquor Funds and \$400,000 in General Funds to lower the borrowing amount before the issuance of bonds (bond issue in an amount of \$2,000,000). The amount of bonds to be issued was to be further reduced to the extent the City received any financial assistance from the state of Minnesota. The City of Windom had also worked with other members of the Fire and Ambulance Service districts to contribute towards the operational costs of the Facility.

### Availability of Public Resources

The CIP Bonds for acquisition of the Facility will be paid with ad valorem taxes, transfers from enterprise funds, contributions from other members of the service districts and possibility reserves as are the lease payments that currently secure the 2016 ESF Lease. However, the CIP Bonds will be additionally secured by the City’s full faith and credit, which is expected to produce lower interest rates on the CIP Bonds compared to the 2016 ESF Lease.

### Level of Overlapping Debt

The City has no outstanding CIP debt. Below is a chart with the debt of other taxing jurisdictions in the City.

Taxing District <sup>1</sup>	2019/2020 Taxable Net Tax Capacity	% In City	Total G.O. Debt	City's Proportionat e Share
I.S.D. No. 177 (Windom)	\$7,811,680	36.5908%	\$30,290,000	\$11,083,353
<b>City's Share of Total Overlapping Debt</b>				<b><u>\$11,083,353</u></b>

<sup>1</sup> Overlapping debt is as of the dated date of the Bonds. Only those taxing jurisdictions with general obligation debt outstanding are included in this section. Does not include non-general obligation debt, self-supporting general obligation revenue debt, short-term general obligation debt, or general obligation tax/aid anticipation certificates of indebtedness.

## Relative Costs and Benefits of Alternative Uses of the Funds

Refunding of the 2016 ESF Lease is expected to produce an interest cost savings, which may free up revenues for alternative uses.

The space limitations with the original facility and need for major renovation and maintenance made this project necessary for the City. There were no significant alternatives for funds designated for this project.

## Operating Costs of the Proposed Improvement

The proposed refunding of the 2016 ESF Lease will reduce operating costs of the Facility, to the extent current lease payments are converted to lower CIP Bond debt service payments. In other respects, no changes to operating costs are expected under this CIP.

The new larger facility requires higher maintenance expenditures, but these additional maintenance costs were mitigated to some extent by replacing an older facility with newer more efficient systems and the reuse of the old facility. In other respects, no changes to operating costs are expected under this CIP.

## Alternatives for Shared Facilities with Other Cities or Local Government

Sharing the Emergency Services Facility with another community is not an option as the City of Windom is already providing coverage for fire protection to three communities and 10 townships covering 190.5 square miles and ambulance coverage for over 230 square miles. Provision of public safety relies on immediate response times in emergencies and having a shared facility outside of the community would seriously jeopardize response times and public safety. In addition, all of the surrounding communities outside of the Windom Fire and Ambulance District have their own fire departments.

## SECTION V:

# Financing the Capital Improvement Plan

The total principal amount of requested expenditures under this Capital Improvement Plan is \$1,717,000 less any upfront cash contribution plus any costs of debt issuance. This amount represents the maximum principal amount of CIP Bonds that may be issued to \$1,800,000. Principal and interest on the CIP Bonds will be paid through a tax levy over the term of the CIP Bonds and/or other monies, further shown in Appendix A.

In the financing of the Capital Improvement Plan, two significant statutory limitations apply.

1. Under Chapter 475, with few exceptions, municipalities cannot incur debt in excess of 3% of the assessor's estimated market value for the municipality. In the City, the estimated market value is \$297,116,700. Therefore, the total amount of outstanding debt cannot exceed \$8,913,501 (These values are for 2019/20 tax year). As of September 15, 2020, the City has \$3,646,000 subject to the legal debt limit (this amount includes the 2016 ESF Lease). As such, issuance of the CIP Bonds will be well within the overall statutory debt limit for the City.
2. A separate limitation under the CIP Act is that, without referendum, the total amount of principal and interest in any one year on all CIP Bonds issued by the City cannot exceed 0.16% of the total estimated market value in the municipality. In the City, that maximum annual debt service amount is \$475,387 for the 2019/20 tax year ( $\$297,116,700 \times .0016$ ). The maximum principal and interest payments on the CIP Bonds proposed to be issued under this CIP is estimated to be approximately \$127,175. As such, debt service on the CIP Bonds will be well within the annual limits under the CIP Act.

Details regarding the proposed terms of the CIP Bonds under this CIP are shown in Appendix A. The City is contemplating a 16-year competitive bond sale. The bond amount will not exceed the maximum principal amount of CIP Bonds referred to above. A schedule of events for approval of the CIP and issuance of the CIP Bonds is shown in Appendix B; and the resolution calling the public hearing, form of the public hearing notice, and resolution approving the CIP are shown in Appendix C.

## Continuation of the Capital Improvement Plan

This Capital Improvement Plan should be reviewed as needed by the City Council using the process outlined in this Plan. It should review proposed expenditures, make priority decisions, and seek funding for those expenditures it deems necessary for the City. If deemed appropriate, the Council should prepare an update to this Plan.

# Appendix A

## Proposed CIP Bond Issue

### City of Windom, Minnesota

\$6,675,000 General Obligation Refunding Bonds, Series 2020D

Issue Summary

Assuming Current GO BQ "A+" Market Rates plus 10bps

#### Total Issue Sources And Uses

Dated 11/05/2020 | Delivered 11/06/2020

	Cur Ref 2011A GO Wat Sew	Cur Ref 2018 Lease	Cur Ref 2013A Levy	Cur Ref 2013A Sewer	Cur Ref 2013A Water	Cur Ref 2013A Special Assess	Issue Summary
<b>Sources Of Funds</b>							
Par Amount of Bonds	\$1,930,000.00	\$1,755,000.00	\$1,000,000.00	\$600,000.00	\$690,000.00	\$700,000.00	\$6,675,000.00
<b>Total Sources</b>	<b>\$1,930,000.00</b>	<b>\$1,755,000.00</b>	<b>\$1,000,000.00</b>	<b>\$600,000.00</b>	<b>\$690,000.00</b>	<b>\$700,000.00</b>	<b>\$6,675,000.00</b>
<b>Uses Of Funds</b>							
Total Underwriter's Discount (1.200%)	23,160.00	21,060.00	12,000.00	7,200.00	8,280.00	8,400.00	80,100.00
Costs of Issuance	22,552.81	20,507.87	11,685.39	7,011.24	8,062.92	8,179.77	78,000.00
Deposit to Current Refunding Fund	1,880,000.00	1,717,000.00	975,000.00	585,000.00	675,000.00	680,000.00	6,512,000.00
Rounding Amount	4,287.19	(3,567.87)	1,314.61	788.76	(1,342.92)	3,420.23	4,900.00
<b>Total Uses</b>	<b>\$1,930,000.00</b>	<b>\$1,755,000.00</b>	<b>\$1,000,000.00</b>	<b>\$600,000.00</b>	<b>\$690,000.00</b>	<b>\$700,000.00</b>	<b>\$6,675,000.00</b>

## City of Windom, Minnesota

### \$1,755,000 General Obligation Refunding Bonds, Series 2020D

Cur Ref 2016 Lease

#### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/05/2020	-	-	-	-	-
08/01/2021	-	-	16,735.83	16,735.83	-
02/01/2022	95,000.00	0.500%	11,325.00	106,325.00	123,060.83
08/01/2022	-	-	11,087.50	11,087.50	-
02/01/2023	105,000.00	0.550%	11,087.50	116,087.50	127,175.00
08/01/2023	-	-	10,798.75	10,798.75	-
02/01/2024	105,000.00	0.600%	10,798.75	115,798.75	126,597.50
08/01/2024	-	-	10,483.75	10,483.75	-
02/01/2025	105,000.00	0.700%	10,483.75	115,483.75	125,967.50
08/01/2025	-	-	10,116.25	10,116.25	-
02/01/2026	105,000.00	0.850%	10,116.25	115,116.25	125,232.50
08/01/2026	-	-	9,670.00	9,670.00	-
02/01/2027	105,000.00	1.000%	9,670.00	114,670.00	124,340.00
08/01/2027	-	-	9,145.00	9,145.00	-
02/01/2028	105,000.00	1.100%	9,145.00	114,145.00	123,290.00
08/01/2028	-	-	8,567.50	8,567.50	-
02/01/2029	110,000.00	1.250%	8,567.50	118,567.50	127,135.00
08/01/2029	-	-	7,880.00	7,880.00	-
02/01/2030	110,000.00	1.350%	7,880.00	117,880.00	125,760.00
08/01/2030	-	-	7,137.50	7,137.50	-
02/01/2031	110,000.00	1.500%	7,137.50	117,137.50	124,275.00
08/01/2031	-	-	6,312.50	6,312.50	-
02/01/2032	110,000.00	1.600%	6,312.50	116,312.50	122,625.00
08/01/2032	-	-	5,432.50	5,432.50	-
02/01/2033	115,000.00	1.700%	5,432.50	120,432.50	125,865.00
08/01/2033	-	-	4,455.00	4,455.00	-
02/01/2034	115,000.00	1.800%	4,455.00	119,455.00	123,910.00
08/01/2034	-	-	3,420.00	3,420.00	-
02/01/2035	120,000.00	1.850%	3,420.00	123,420.00	126,840.00
08/01/2035	-	-	2,310.00	2,310.00	-
02/01/2036	120,000.00	1.900%	2,310.00	122,310.00	124,620.00
08/01/2036	-	-	1,170.00	1,170.00	-
02/01/2037	120,000.00	1.950%	1,170.00	121,170.00	122,340.00
<b>Total</b>	<b>\$1,755,000.00</b>	<b>-</b>	<b>\$244,033.33</b>	<b>\$1,999,033.33</b>	<b>-</b>

#### Yield Statistics

Bond Year Dollars	\$15,804.25
Average Life	9.005 Years
Average Coupon	1.5440994%
Net Interest Cost (NIC)	1.6773547%
True Interest Cost (TIC)	1.6780404%
Bond Yield for Arbitrage Purposes	1.2959845%
All Inclusive Cost (AIC)	1.8222882%

#### IRS Form 8038

Net Interest Cost	1.5440994%
Weighted Average Maturity	9.005 Years

## City of Windom, Minnesota

\$1,755,000 General Obligation Refunding Bonds, Series 2020D

Cur Ref 2016 Lease

### Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2021	-	-	-	-
02/01/2022	123,060.83	123,060.83	134,904.30	11,843.47
02/01/2023	127,175.00	127,175.00	134,477.00	7,302.00
02/01/2024	126,597.50	126,597.50	134,993.90	8,396.40
02/01/2025	125,967.50	125,967.50	134,427.10	8,459.60
02/01/2026	125,232.50	125,232.50	134,804.50	9,572.00
02/01/2027	124,340.00	124,340.00	134,098.20	9,758.20
02/01/2028	123,290.00	123,290.00	134,336.10	11,046.10
02/01/2029	127,135.00	127,135.00	134,490.30	7,355.30
02/01/2030	125,760.00	125,760.00	134,560.80	8,800.80
02/01/2031	124,275.00	124,275.00	134,547.60	10,272.60
02/01/2032	122,625.00	122,625.00	134,450.70	11,825.70
02/01/2033	125,865.00	125,865.00	134,270.10	8,405.10
02/01/2034	123,910.00	123,910.00	134,005.80	10,095.80
02/01/2035	126,840.00	126,840.00	134,657.80	7,817.80
02/01/2036	124,620.00	124,620.00	134,198.20	9,578.20
02/01/2037	122,340.00	122,340.00	134,654.90	12,314.90
<b>Total</b>	<b>\$1,999,033.33</b>	<b>\$1,999,033.33</b>	<b>\$2,151,877.30</b>	<b>\$152,843.97</b>

### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	137,064.61
Net PV Cashflow Savings @ 1.296%(Bond Yield).....	137,064.61
Contingency or Rounding Amount.....	(3,567.87)
<b>Net Present Value Benefit</b>	<b>\$133,496.74</b>
Net PV Benefit / \$1,926,966.66 PV Refunded Debt Service	6.928%
Net PV Benefit / \$1,717,000 Refunded Principal..	7.775%
Net PV Benefit / \$1,755,000 Refunding Principal..	7.607%

### Refunding Bond Information

Refunding Dated Date	11/05/2020
Refunding Delivery Date	11/05/2020

## City of Windom, Minnesota

\$1,755,000 General Obligation Refunding Bonds, Series 2020D

Cur Ref 2016 Lease

### Current Refunding Escrow

Date	Principal	Rate	Receipts	Disbursements	Cash Balance
11/05/2020	-	-	-	-	-
02/01/2021	1,717,000.00	-	1,717,000.00	1,717,000.00	-
<b>Total</b>	<b>\$1,717,000.00</b>	<b>-</b>	<b>\$1,717,000.00</b>	<b>\$1,717,000.00</b>	<b>-</b>

### Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Unrestricted
Cost of Investments Purchased with Bond Proceeds	1,717,000.00
Total Cost of Investments	\$1,717,000.00
Target Cost of Investments at bond yield	\$1,711,709.55
Actual positive or (negative) arbitrage	(5,290.45)
Yield to Receipt	-
Yield for Arbitrage Purposes	1.2959845%

## City of Windom, Minnesota

### \$2,034,000 Lease with Option to Purchase Agreement of 2016

#### Debt Service To Maturity And To Call

Date	Refunded Bonds	D/S To Call	Principal	Coupon	Interest	Refunded D/S
11/05/2020	-	-	-	-	-	-
02/01/2021	1,717,000.00	1,717,000.00	-	-	-	-
08/01/2021	-	-	-	-	23,952.15	23,952.15
02/01/2022	-	-	87,000.00	2.790%	23,952.15	110,952.15
08/01/2022	-	-	-	-	22,738.50	22,738.50
02/01/2023	-	-	89,000.00	2.790%	22,738.50	111,738.50
08/01/2023	-	-	-	-	21,496.95	21,496.95
02/01/2024	-	-	92,000.00	2.790%	21,496.95	113,496.95
08/01/2024	-	-	-	-	20,213.55	20,213.55
02/01/2025	-	-	94,000.00	2.790%	20,213.55	114,213.55
08/01/2025	-	-	-	-	18,902.25	18,902.25
02/01/2026	-	-	97,000.00	2.790%	18,902.25	115,902.25
08/01/2026	-	-	-	-	17,549.10	17,549.10
02/01/2027	-	-	99,000.00	2.790%	17,549.10	116,549.10
08/01/2027	-	-	-	-	16,168.05	16,168.05
02/01/2028	-	-	102,000.00	2.790%	16,168.05	118,168.05
08/01/2028	-	-	-	-	14,745.15	14,745.15
02/01/2029	-	-	105,000.00	2.790%	14,745.15	119,745.15
08/01/2029	-	-	-	-	13,280.40	13,280.40
02/01/2030	-	-	108,000.00	2.790%	13,280.40	121,280.40
08/01/2030	-	-	-	-	11,773.80	11,773.80
02/01/2031	-	-	111,000.00	2.790%	11,773.80	122,773.80
08/01/2031	-	-	-	-	10,225.35	10,225.35
02/01/2032	-	-	114,000.00	2.790%	10,225.35	124,225.35
08/01/2032	-	-	-	-	8,635.05	8,635.05
02/01/2033	-	-	117,000.00	2.790%	8,635.05	125,635.05
08/01/2033	-	-	-	-	7,002.90	7,002.90
02/01/2034	-	-	120,000.00	2.790%	7,002.90	127,002.90
08/01/2034	-	-	-	-	5,328.90	5,328.90
02/01/2035	-	-	124,000.00	2.790%	5,328.90	129,328.90
08/01/2035	-	-	-	-	3,599.10	3,599.10
02/01/2036	-	-	127,000.00	2.790%	3,599.10	130,599.10
08/01/2036	-	-	-	-	1,827.45	1,827.45
02/01/2037	-	-	131,000.00	2.790%	1,827.45	132,827.45
<b>Total</b>	<b>\$1,717,000.00</b>	<b>\$1,717,000.00</b>	<b>\$1,717,000.00</b>	<b>-</b>	<b>\$434,877.30</b>	<b>\$2,151,877.30</b>

#### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/05/2020
Average Life	9.317 Years
Average Coupon	2.7900000%
Weighted Average Maturity (Par Basis)	9.317 Years
Weighted Average Maturity (Original Price Basis)	9.317 Years

#### Refunding Bond Information

Refunding Dated Date	11/05/2020
Refunding Delivery Date	11/05/2020

# Appendix B

## Pre-Sale Schedule dated July 30, 2020 For the Sale of G.O. Capital Improvement Plan Bonds

The City Council must take the following actions before Bonds can be issued:

- City Council directs preparation of a 5-Year Capital Improvement Plan.
- City Council conducts a Public Hearing on issuance of Bonds and Capital Improvement Plan.
- City Council approves Bonds and Capital Improvement Plan by at least a 3/5ths vote of the governing body membership.

The table below lists the steps in the issuing process:

8/18	City Council adopts Resolution calling for Public Hearing on issuance of Bonds and on Capital Improvement Plan. City Council provides for sale of Bonds.
8/24 @ 12p	Close date to get Notice of Public Hearing on issuance of Bonds and on Capital Improvement Plan to official newspaper for publication.
8/26	Publish Notice of Public Hearing on issuance of Bonds and on Capital Improvement Plan (publication no more than 28 days and no less than 14 days prior to hearing date).
9/15 @ 6:30p	City Council holds Public Hearing on Bonds and on Capital Improvement Plan and adopts Resolution giving preliminary approval for their issuance and approving Capital Improvement Plan by at least a 3/5ths vote of the governing body membership.
Week of 9/28	Ehlers distributes official statement.
Week of 10/5	Conference call with Standard & Poor’s for bond rating.
10/15	Reverse referendum period ends (within 30 days of the public hearing).
10/20	City Council accepts offer for Bonds and adopts Resolution-Approving sale of Bonds.
11/5	Tentative closing/receipt of funds.

Net Debt Limit		Annual Levy Limit	
Assessor’s Estimated Market Value	297,116,700	Assessor’s Estimated Market Value	297,116,700
Multiply by 3%	0.03	Multiply by .16%	0.0016
Statutory Debt Limit	8,913,501	Statutory Levy Limit	475,387
Less: Debt Paid Solely from Taxes	(3,646,000)	Less: Annual Levy under CIP	(127,175)
Unused Debt Limit	5,267,501	Unused Levy Limit	348,212

\*These values are for Pay 2019/2020

## Appendix C

### EXTRACT OF MINUTES OF A MEETING OF THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA

HELD: August 18, 2020

Pursuant to due call and notice thereof, a regular meeting of the City Council of City of Windom, Minnesota, was duly called and held at the City Hall, 444 9th Street in Windom, Minnesota on August 18, 2020 at 6:30 p.m. for the purpose, in part, of calling a public hearing on the intention to issue general obligation capital improvement plan bonds and the proposal to adopt a capital improvement plan therefor.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

#### CALLING PUBLIC HEARING ON THE INTENTION TO ISSUE GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS AND THE PROPOSAL TO ADOPT A CAPITAL IMPROVEMENT PLAN THEREFOR

A. WHEREAS, pursuant to Minnesota Statutes, Section 475.521 the City of Windom, Minnesota (the "City") may issue bonds to finance capital expenditures under its capital improvement plan (the "Plan") without an election provided that, among other things, prior to issuing the bonds the City adopts the Plan after a public hearing thereon and publishes a notice of its intention to issue the bonds and the date and time of a hearing to obtain public comment on the matter; and

B. WHEREAS, the City Council intends to hold a public hearing on its intention to issue general obligation capital improvement plan bonds (the "Bonds") and to adopt the Plan therefor pursuant thereto on September 15, 2020; and

NOW, THEREFOR, BE IT RESOLVED by the City Council of the City of Windom, Minnesota, that the City Council hereby calls for a public hearing on its intent to issue the Bonds and to adopt the Plan therefor, such hearing to be held on the date and time set forth in Exhibit A attached hereto. The City Council is hereby directed to cause the notice to be published at least 14 but not more than 28 days before the hearing in the official newspaper of the City or a newspaper of general circulation in the City.

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:  
and the following voted the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
COUNTY OF COTTONWOOD  
CITY OF WINDOM

I, the undersigned, being duly qualified and acting City Administrator of the City of Windom, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the City Council calling a public hearing on the intension to issue the City's general obligation capital improvement plan bonds and proposal to adopt the City's capital improvement plan therefor.

WITNESS my hand on this 18<sup>th</sup> day of August, 2020.

---

City Administrator

EXHIBIT A

CITY OF WINDOM, MINNESOTA  
NOTICE OF PUBLIC HEARING  
ON INTENTION TO ISSUE  
GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS  
AND PROPOSAL TO ADOPT A CAPITAL  
IMPROVEMENT PLAN THEREFOR

NOTICE IS HEREBY GIVEN, that the City Council of the City of Windom, Minnesota will meet on September 15, 2020 at 6:30 p.m. at the City Hall, 444 9th Street, Windom, Minnesota, for the purpose of conducting a public hearing on (a) the intention to issue general obligation capital improvement plan bonds in an amount not to exceed \$1,800,000 and (b) the proposal to adopt a capital improvement plan therefor. The proceeds of the bonds will be used to finance various capital improvements within the City pursuant to Minnesota Statutes, Section 475.521; specifically to exercise the City's option to purchase the existing emergency services facility from Bremer Bank, as lessor under the lease-purchase agreement entered into on December 15, 2016 to reduce interest rates and debt service costs to the City. Refunding the lease-purchase indebtedness with general obligation bonds issued by the City is expected to provide lower interest rates on the indebtedness.

All persons interested may appear and be heard at the time and place set forth above.

If a petition requesting a vote on the issuance of the bonds is signed by voters equal to 5 percent of the votes cast in the City in the last general election and is filed with the City within 30 days after the public hearing, the bonds may only be issued upon obtaining the approval of the majority of the voters voting on the question of issuing the bonds.

Individuals unable to attend the public hearing can make written comment by writing to Steve Nasby, City Administrator, P.O. Box 386, Windom, Minnesota, 56101.

Written comments must be received prior to the public hearing.

BY ORDER OF THE CITY COUNCIL  
Steve Nasby  
City Administrator

EXTRACT OF MINUTES OF A MEETING OF THE  
CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA

HELD: September 15, 2020

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Windom, Minnesota, was duly called and held at the Windom City Hall, 444 9th Street in Windom, Minnesota on September 15, 2020 at 6:30 p.m. for the purpose, in part, of giving preliminary approval to the issuance of general obligation capital improvement plan bonds and adopting the capital improvement plan.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION GIVING PRELIMINARY APPROVAL FOR THE ISSUANCE OF GENERAL  
OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS IN AN AMOUNT NOT TO EXCEED  
\$1,800,000 AND ADOPTING THE CITY OF WINDOM, MINNESOTA,  
CAPITAL IMPROVEMENT PLAN  
UNDER MINNESOTA STATUTES, SECTION 475.521

A. WHEREAS, the City Council of the City of Windom, Minnesota (the "City") proposes to adopt the City of Windom, Minnesota, Capital Improvement Plan (the "Plan") and to issue its general obligation capital improvement plan bonds (the "Bonds") described in the Plan; and

B. WHEREAS, the City has caused notice of the public hearing on the intention to issue the Bonds and on the proposed adoption of the Plan to be published pursuant to and in accordance with Minnesota Statutes, Section 475.521; and

C. WHEREAS, a public hearing on the intention to issue the Bonds and on the proposed Plan has been held on this date, following published notice of the public hearing as required by law; and

D. WHEREAS, in approving the Plan, the City Council considered for each project and for the overall Plan:

1. The condition of the City's existing infrastructure, including the projected need for repair and replacement;
2. The likely demand for the improvement;
3. The estimated cost of the improvement;
4. The available public resources;
5. The level of overlapping debt in the City;
6. The relative benefits and costs of alternative uses of the funds;
7. Operating costs of the proposed improvements; and
8. Alternatives for providing services more efficiently through shared facilities with other local governmental units; and

E. WHEREAS, the City Council has determined that the issuance of the Bonds is the best way to finance the capital improvements described in the Plan as authorized under Minnesota Statutes, Section 475.521.

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

1. The Plan is hereby in all respects approved.
2. The staff and consultants of the City are hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the Plan in accordance with any applicable laws and regulations.
3. The City gives preliminary approval to issuance of the Bonds in the maximum principal amount of \$1,800,000, provided that if a petition requesting a vote on issuance of the Bonds, signed by voters equal to five percent of the votes cast in the last general election, is filed with City Administrator by October 15, 2020, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

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

and the following voted against the same:

STATE OF MINNESOTA  
COUNTY OF COTTONWOOD  
CITY OF WINDOM

I, the undersigned, being duly qualified and acting City Administrator of the City of Windom, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council of said City on September 15, 2020, duly called and held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to a resolution giving preliminary approval for the issuance of the City's general obligation capital improvement plan bonds and adopting the City's capital improvement plan therefor.

WITNESS my hand this 15th day of September, 2020.

---

City Administrator

[Bonds must be approved by at least three-fifths of the members.]

[Issuance of Bonds is subject to a 30-day reverse referendum after the public hearing.]

## RESOLUTION #2020-

**INTRODUCED:**

**SECONDED:**

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

### WINDOM'S "NIGHT TO UNITE" PROCLAMATION

---

**WHEREAS**, the Minnesota Crime Prevention Association, AAA of Minnesota/Iowa and local law enforcement agencies are sponsoring a unique, nationwide crime, drug and violence awareness program on October 5, 2020, entitled "Night to Unite"; and

**WHEREAS**, the "Night to Unite" provides a unique opportunity for Windom, Minnesota, to join forces with thousands of other communities across the country in promoting cooperative police-community crime prevention efforts; and

**WHEREAS**, the Cottonwood County Youth Task Force, Southwest Crisis Center, and MN Department of Corrections play a vital role in assisting the Windom Police Department and Cottonwood County Sheriff's Department through joint crime, drug and violence prevention efforts in Windom and are supporting "Night to Unite 2020" locally; and

**WHEREAS**, it is essential that all citizens of Windom be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drugs and violence in Windom; and

**WHEREAS**, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "Night to Unite" Program.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA**, that Monday, October 5, 2020, is designated as "**Night to Unite**" in Windom, Minnesota, and citizens of Windom are encouraged to support and participate in Windom's 14<sup>th</sup> Annual "Night to Unite".

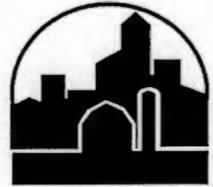
Adopted by the Council this 15th day of September, 2020.

---

Dominic Jones, Mayor

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

# ACTION ITEM



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

**TO:** City Council  
**FROM:** City Administrator  
**DATE:** September 11, 2020  
**RE:** Temporary Street Closure – Night to Unite  
**DEPT:** Administration  
**CONTACT:** Steve Nasby: [Steve.Nasby@windommn.com](mailto:Steve.Nasby@windommn.com)

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

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Staff recommends that the City Council take the following action:

1. The City Council approve a temporary closure of 4<sup>th</sup> Avenue, between 9<sup>th</sup> and 10<sup>th</sup> Streets from approximately 4:00 pm to 8:00 pm on October 5, 2020.

## **Issue Summary/Background**

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The national Night to Unite was postponed from earlier this year due to the COVID-19 pandemic and re-scheduled for October 5<sup>th</sup>. To accommodate the planned activities a request was made by the Windom Chamber of Commerce to approve a temporary street closure for the event.

As in the past the event will take place on 4<sup>th</sup> Avenue, between 9<sup>th</sup> and 10<sup>th</sup> Streets. The Street Department and Windom Police Department are recommending the temporary closure.

## **Fiscal Impact**

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None.

## **Attachments**

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1. None.

**Memorandum of Understanding  
Between  
Cottonwood County and  
City of Windom**

**2021 Lease of Law Enforcement Center  
for usage by the Windom Police Department**

**IT IS HEREBY AGREED** by and between Cottonwood County (Lessor) and the City of Windom (Lessee) that the following shall constitute the understanding reached between the parties with respect to revision of the lease agreement commencing May 1, 2012 with a termination date of the last day of December 2022.

**WHEREAS**, the parties agree to renegotiate a new rental amount every two (2) years, beginning January 1, 2015.

**NOW, THEREFORE**, the Lessor and Lessee have agreed to a monthly rental rate of \$1,950 for 2021.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the day and year below.

CITY OF WINDOM

COUNTY OF COTTONWOOD

By \_\_\_\_\_  
Its \_\_\_\_\_  
Dated \_\_\_\_\_

By Ken [Signature]  
Its Chair of County Board  
Dated \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_  
Dated \_\_\_\_\_

By Kelly Thongvong  
Its County Coordinator  
Dated 9/2/20

## RESOLUTION #2020-

**INTRODUCED:**

**SECONDED:**

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

### **RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF WINDOM ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT**

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**WHEREAS**, the City of Windom, on behalf of its Prosecuting Attorney and Police Department, desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, and the City of Windom, on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Police Chief, Scott Peterson, or his successor, is designated as the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the City Attorney, Ron Schramel, or his successor, is designated as the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Dominic Jones, the Mayor for the City of Windom, and Steve Nasby, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted by the Council this 15<sup>th</sup> day of September, 2020.

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

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

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Windom on behalf of its Prosecuting Attorney ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

**2 Agreement between the Parties**

**2.1 General access.** BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

**2.2 Methods of access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies,

regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to

occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court information access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor personnel screening.** The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

### **3 Payment**

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Nick Anderson, County Attorney, 1044 3<sup>rd</sup> Ave, Windom, MN 56101, (507) 831-5040, or his/her successor.

### **5 Assignment, Amendments, Waiver, and Contract Complete**

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

### **6 Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

## **7 Audits**

**7.1** Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

**7.2** Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

**7.3** If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

**7.4** To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## **8 Government Data Practices**

**8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## **9 Investigation of alleged violations; sanctions**

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

**9.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

### **9.2 Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

**9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

**9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

**9.3.2** Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

**11.1 Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

*The parties indicate their agreement and authority to execute this Agreement by signing below.*

**1. AGENCY**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF  
CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION  
delegated to Materials Management Division**

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

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

## **COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT**

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Windom on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

### **Recitals**

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 182498, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.** Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

**7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

**a. Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

**b. Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

**c. Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

**9. LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

**11.** [reserved]

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

**1. SUBSCRIBER (AGENCY)**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**2. DEPARTMENT OF PUBLIC SAFETY,  
BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

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

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

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

## **CJDN Fee Structure**

Effective July 2018

### **Statements:**

All agencies receiving data from the BCA or through the BCA will be charged at least \$50 per-month. (Regardless if they are connected directly to us or not)

**Current paying** agencies will continue to pay their current monthly fee regardless of the method of connection. (Exception: See VPN agency charges below)

**New** agencies will pay \$50 per-month.

**Agencies** that are currently not paying any fees will be charged \$50 per-month.

**VPN** agencies will pay \$50 per-month plus \$15.00 per-fob p/m (for CJA & Private Law Firm ) or \$35 per-fob p/m (for NCJA).

\$100 one-time charge plus \$100.00 fob replacement charge (fobs have a 4-5 year renewal cycle).

\* BCA Master Agreement with Agency will have language added to reflect Agency/PLF arrangement. Agreement will also allow PLF to support multiple agencies with single connection.

### **Connection types:**

1. **VPN – Site-Site Connection directly to BCA**
2. **Direct (CJDN connection)**  
(Additional MN-IT billing is direct to agency upon BCA approving MN-IT CJDN WAN Agreement  
Agency shall have an appropriate agreement (Management Control Agreement with MN.IT))
3. **Shared – Agency shares connection with another BCA connected agency**  
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)
4. **Extended – Extending a network connection from a BCA connected agency to an existing agency.**  
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)

# ACTION ITEM



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

**TO:** City Council  
**FROM:** Denise Nichols  
**DATE:** September 10, 2020  
**RE:** **Taxicab License Fees**  
**DEPT:** Administration  
**CONTACT:** Denise Nichols 832-8652

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

Adopt the Resolution Establishing Taxicab License Fees.

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## **Issue Summary/Background**

Staff was contacted by an individual interested in expanding his taxicab and delivery service business to Windom. He currently provides services in New Ulm, MN.

Upon review of the City Code and the current fee schedule, it was determined that the City does not have a fee established for Taxicab Licenses. Information was obtained regarding fees charged by area cities including Fairmont, New Ulm and Redwood Falls.

\$50.00 - Fairmont and New Ulm  
\$75.00 - Redwood Falls

Staff is recommending that the Council consider establishing a fee of \$50.00-Taxicab License and \$20.00 for a background check.

## **Fiscal Impact**

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None

## **Attachments**

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Resolution Establishing Rates, Charges and Fees for Taxicab Licenses  
City Code Chapter 112: Taxicabs

**RESOLUTION #2020-**

**INTRODUCED:**

**SECONDED:**

**VOTED: Aye:**

**Nay:**

**Absent:**

**CITY OF WINDOM**

**RESOLUTION ESTABLISHING  
RATES, CHARGES AND FEES FOR  
TAXICAB LICENSES**

**WHEREAS**, the City Council has the authority to establish rates and fees for municipal services, admissions and licenses; and

**WHEREAS**, the City Council periodically establishes rates and fees; and

**WHEREAS**, Windom City Code Chapter 112: TAXICABS, provides that a license is required to operate a taxicab; and

**WHEREAS**, a Taxicab License fee has not been previously established; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Windom, Minnesota, that an annual fee is established as follows:

**Taxicab License Fee**

\$50.00 per year (January 1 to December 31). The fee will not be prorated.

If a licensed vehicle is disabled through mechanical failure or other needed repairs, the license may be temporarily transferred to another vehicle for a seven-day period upon approval by the city.

**Background Check Fee**

\$20.00

Adopted this 15th day of September, 2020.

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Dominic Jones, Mayor

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Steven Nasby, City Administrator

## CHAPTER 112: TAXICABS

### Section

- 112.01 Definitions
- 112.02 License required
- 112.03 License restriction
- 112.04 License issuance and display; vehicle marking
- 112.05 Insurance required
- 112.06 Rates
- 112.07 Mechanical condition

### § 112.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**DRIVER.** The person driving and having physical control over a taxicab whether he or she be the licensee or in the employ of the licensed operator.

**OPERATOR.** A licensee owning or otherwise having control of one or more taxicabs.

**TAXICAB.** Any passenger conveyance being driven, on call or traversing a scheduled or unscheduled route for public use or hire upon payment of a fare or at regular fare rates, but not including such as are designed for mass transportation as buses, trains or streetcars.

(Prior Code, § 6.31)

### § 112.02 LICENSE REQUIRED.

It is unlawful for any person to drive or operate a taxicab without a license therefor from the city.  
(Prior Code, § 6.31) Penalty, see § 110.99

### § 112.03 LICENSE RESTRICTION.

(A) The Council may issue licenses to any one license holder for not to exceed four vehicles.

(B) The number of license holders shall be limited to one for each 2,500 population.  
(Prior Code, § 6.31)

#### **§ 112.04 LICENSE ISSUANCE AND DISPLAY; VEHICLE MARKING.**

All licenses shall be issued for specific conveyances, except as otherwise herein provided. License tags, including number and year for which issued, shall be plainly visible from the front of the conveyance.

(Prior Code, § 6.31) Penalty, see § 110.99

#### **§ 112.05 INSURANCE REQUIRED.**

Before a taxicab license is issued by the Council, and at all times effective during the licensed period, the licensee shall have and maintain public liability insurance in the amount of \$300,000 for any single occurrence. The insurance shall cover all passengers carried by the insured licensee and shall be for public taxicab purposes.

(Prior Code, § 6.31) (Ord. 13, 2nd Series, eff. 9-20-1984)

#### **§ 112.06 RATES.**

Each applicant shall file with the City Administrator, before a taxicab license is issued or renewed, a schedule of proposed maximum rates to be charged by him or her during the licensed period for which the application is made. The schedule of proposed maximum rates, or a compromise schedule thereof, shall be approved by the Council before granting the license. The schedule shall be posted in a conspicuous place in the taxicab in full view of passengers riding therein. Nothing herein shall prevent a taxicab licensee from petitioning the Council for review of the rates during the licensed period, and the Council may likewise consider the petition and make new rates effective at any time. No taxicab licensee shall charge rates in excess of maximum rates approved by the Council.

(Prior Code, § 6.31)

#### **§ 112.07 MECHANICAL CONDITION.**

Before issuing a taxicab license, the applicant shall present to the Council a certificate signed by a competent and experienced mechanic showing that the taxicab conveyance is in good mechanical condition, that it is thoroughly safe for transportation of passengers and that it is in neat and clean condition. A similar certificate may be required from time to time during the licensed period. In lieu of the certificate, the Council may accept the report of the Chief of Police relative thereto.

(Prior Code, § 6.31)

## ACTION ITEM



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

**TO:** CITY COUNCIL  
**FROM:** DREW HAGE, DEVELOPMENT DIRECTOR  
**CC MEETING DATE:** SEPTEMBER 15, 2020  
**RE:** WOLF LAKE CONNECTION TRAIL – ACQUIRE R-O-W  
**DEPT:** Development Department  
**CONTACT:** Drew Hage, Development Director, at 832-8661 or [drew.hage@windommn.com](mailto:drew.hage@windommn.com)

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

Discuss the option to acquire property for the possible future development of the Wolf Lake Connection Trail.

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### **Issue Summary/Background**

On September 1, 2020, the City Council adopted the Wolf Lake Connection Trail Plan. The Trail Plan is a summary of possible routes based on a community planning process. Under the “Recommended Next Steps” in the Wolf Lake Connection Trail Plan is the need to identify and acquire right-of-way along the preferred route.

The preferred route is a looped trail connecting the Windom Rec Area, Mayflower Park, the Regional DNR Office, Wolf Lake, USFW Property, Wings on the Prairie Interpretive Center, and the existing paved Wolf Lake Trail. There will likely be multiple phases to complete the trail. Since the plan was adopted, a new property became available for a possible first phase of the connection trail.

The Makovsky Property between County Road 13 and County Road 17 is being acquired by Pheasants Forever to be given to USFW to manage. When the property is surveyed and before the property is purchased, the City could acquire 1.78 acres along the west edge of the Makovsky Property for the connection trail. This is a top option for the connection trail, since it is scenic and the wide-paved shoulder along County Road 13 connects to the Makovsky Property.

Acquiring the 1.78 acres of property for the trail would cost approximately \$9,078. This property would provide a 15’ wide section for the possible trail. The previous estimate was 1.35 acres, but USFW does not want to split the property. USFW would prefer the trail running along the border of the property. Attached is a draft map.

Important goals for the Wolf Lake Connection Trail:

- The Wolf Lake Connection Trail aims to utilize national, state, and local grant monies for design and construction.
- The Wolf Lake Connection Trail will be a multi-use, accessible, recreation trail that will provide a safe connection to a nearby and ecologically significant asset.
- The Wolf Lake Connection Trail can be expected to provide numerous economic and health benefits to existing and future residents of Windom.
- The Wolf Lake Connection Trail will be an attraction and retention tool for new residents and businesses.

Link to Wolf Lake Connection Trail Plan: <https://windom-mn.com/draft-wolf-lake-trail-plan-public-review/>

### **Fiscal Impact**

Acquiring the 1.78 acres of property for the trail would cost approximately \$9,078. This property could be sold to the USFW if the City decides not to move forward with a trail project in the future. If we wait to acquire the property, it is not guaranteed that the federal USFW will approve the Connection Trail. Other trail projects have not been approved on USFW property. The proposed Wolf Lake Connection Trail would be more likely to be approved, since it is a connection to the Wings on the Prairie Interpreter Center and existing Wolf Lake Trail.

#### **Attachments**

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1. Makovsky Property Map





## Wolf Lake Connection Trail

All Proposed Trail Routes approved by  
Community Stakeholder Committee  
February 2020

### Proposed Trail Routes

- 3    - - - 6
- - - 9    . . . 12

- Wide Paved Shoulder on Road
- DNR RIM Conservation Easements
- DNR Water Features



# RESOLUTION #2020-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

## A RESOLUTION ADOPTING PROPOSED PROPERTY TAX LEVY

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDOM, COTTONWOOD COUNTY, MINNESOTA, AS FOLLOWS:**

1. That the following sums of money are hereby proposed to be levied for the current year, collectible in 2021, upon the taxable property in said City of Windom for the following purposes:

Levy Purpose	Levy After all Aids and Reserves
General	
Special Revenue	
Capital Outlay	
Debt Service	
PERA Rate Increase	
LGA Recapture	
<b>TOTALS</b>	<b>\$2,219,700</b>

**BE IT FURTHER RESOLVED AS FOLLOWS:**

1. The City Administrator/Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Cottonwood County, Minnesota.

Adopted this 15<sup>th</sup> day of September, 2020.

---

Dominic Jones, Mayor

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

# ACTION ITEM



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

**TO:** City Council  
**FROM:** Steve Nasby, City Administrator and Chelsie Carlson, Finance Director/Controller  
**DATE:** September 10, 2020  
**RE:** 2021 Budget Proposal and Preliminary Levy  
**DEPT:** Administration and Finance  
**CONTACT:** Steve Nasby: [Steve.Nasby@windommn.com](mailto:Steve.Nasby@windommn.com) or Chelsie Carlson: [Chelsie.Carlson@windommn.com](mailto:Chelsie.Carlson@windommn.com)

## Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Set the 2021 Preliminary Tax Levy for a not to exceed amount of 4.99% equaling \$2,219,700.

### 2021 Budget Proposal

Attached for your reference are the preliminary budget data for 2021 (Exhibit A). The 2021 budget numbers are based upon budget adjustments in operational costs for salaries/benefits, goods & services and expectations for contracted items (e.g. property and casualty insurance, workers compensation, billing, etc.).

Costs for personnel are the City's highest percentage of the General Fund budget. This budget is based upon the **anticipated** terms of both union labor agreements that are expiring and up for renegotiation.

One key factor for the City is Local Government Aid (LGA) as it represents over one-half of General Fund Revenue. The State had previously approved an increase of 2.7% for LGA, but based upon the COVID-19 pandemic and its impact on the State budget putting them into a projected deficit we are now budgeting for a **5% reduction** from 2020 which equals a loss of \$74,555. Until the Legislature acts we do not know the LGA amount for the City, which could be better or worse than the budgeted figure.

### COVID-19 Pandemic

COVID-19 has had an impact on City expenses. Some of these can be recovered from the CARES Act funds; however, revenue losses (e.g. Arena, Community Center, Rec and Pool) cannot be reimbursed through the CARES Act. COVID-19 has also had a profound impact on our local citizens and businesses. Low interest loans were made available to local businesses from the EDA, business grants were made through the local Chamber of Commerce and Cottonwood County is providing grants to businesses and non-profits. Other State and Local agencies and organizations provided individual assistance for food and utility assistance to families impacted by COVID-19.

### Budget for Capital Improvements Plan (CIP)

Attached is the CIP Summary by Department (Exhibit B). A detailed listing will be provided for the October budget work sessions as it provides additional detail and shows the anticipated funding sources for the projects. The budgeted amount for 2021 expenditure is \$200,000. This is down by about \$47,000

from the 2019 amount, but up from the final 2020 budget. Continued reduction in Capital spending would place further strain on the City's ability to keep up with equipment replacements.

#### Debt Service

The payments due in 2021 for debt service are up \$122,451 from 2020 due to the 2020 Street Project. Exhibit C shows the Debt Service Levy requirements for the next five years. Savings on the upcoming round of refinancing will have limited impact on 2021 but will lower 2022 payments.

#### General Fund Reserve

Exhibit D shows the General Fund Reserve and the various levels of available funds depending on the City Council adopted reserve funds range of 35-60%. Exhibit D also shows the previously committed expenditures approved by the City Council.

Due to the fund being at 61.24% based on 2021 budgeted expenses, and that approximately \$70,000 of these reserve funds are recovered labor and equipment costs from FEMA for the recent flooding, staff is recommending use of the General Fund Reserve to help cover the debt service for the 2020 Street Project and compensate for the anticipated loss of some LGA funding. **As such, this budget proposal recommends the use of \$128,250 in General Fund Reserve monies.**

This use of reserves still enables the City to maintain a healthy reserve at 57.83% to allow the City Council continued flexibility should unforeseen expenses or opportunities arise during the year. If the City Council does want to use some additional monies from the General Fund Reserve staff recommends that it be only for one-time capital purchases and not to fund on-going operational costs.

#### Property Tax Levy

The 2020 Property Tax Levy is \$2,114,245 and our tax rate was .74163. Preliminary information from the County Assessor's Office shows an increase in the taxable market valuation for 2021 by over 10%. As such, if the property tax levy were raised the same amount there would not be an impact to the tax rate.

The long-standing goal of the City has been to maintain or reduce the tax rate to remain competitive with other peer communities. The proposed 4.99% increase in the property tax levy equals \$105,500 more for City spending in 2021, but still allows the continued movement to lower the City tax rate. This is due to the property tax levy increasing at a slower rate than the growth in taxable market value.

The City Council needs to set the preliminary property tax levy by September 30, 2020. **Staff's recommendation is for the City Council to set a 4.99% preliminary levy. The final property tax levy can always go down, but not up, from the preliminary levy.**

#### **Fiscal Impact**

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The City tax impact to a \$100,000 tax-valued residential unit is estimated at \$30 per year at 4.99% levy increase and \$65 for each \$100,000 of commercial value.

#### **Attachments**

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1. 2021 Proposed Summary Budget and Worksheets

# EXHIBIT A

## BUDGET CITY OF WINDOM 2021 BUDGET YEAR

### GENERAL FUND

#### Operational Revenue and Expenses

<u>Revenue</u>	<u>2021</u>	<u>2020</u>	<u>% Change</u>
Local Govt Aid (LGA)	\$ 1,452,654	\$ 1,527,209	-4.88%
*Small Cities Assistance	\$ -	\$ -	0.00%
Operational Tax Levy	\$ 576,791	\$ 486,903	18.46%
Interfund Transfers	\$ 245,000	\$ 245,000	0.00%
Misc. Revenue	\$ 517,055	\$ 503,255	2.74%
Use of Reserves	\$ -	\$ -	0.00%
<b>TOTAL</b>	<b>\$ 2,791,500</b>	<b>\$ 2,762,367</b>	<b>1.05%</b>

<u>Expenses</u>	<u>2021</u>	<u>2020</u>	<u>% Change</u>
Mayor & Council	\$ 121,305	\$ 110,823	9.46%
Elections	\$ -	\$ 6,800	0.00%
City Office	\$ 137,025	\$ 143,508	-4.52%
Planning & Zoning	\$ 155,207	\$ 149,635	3.72%
City Hall	\$ 36,295	\$ 36,244	0.14%
Police Department	\$ 1,270,336	\$ 1,254,642	1.25%
Fire Department	\$ 177,901	\$ 177,472	0.24%
Emergency Mgmt	\$ 5,886	\$ 5,886	0.00%
Animal Control	\$ 2,700	\$ 2,700	0.00%
Street Department	\$ 588,622	\$ 580,950	1.32%
*Small Cities Assistance Exp	\$ -	\$ -	0.00%
Health/Sanitation	\$ 22,000	\$ 22,000	0.00%
Recreation	\$ 37,665	\$ 39,750	-5.24%
Parks	\$ 209,312	\$ 204,317	2.44%
Transfers for Fire Equipment	\$ 27,248	\$ 27,641	-1.42%
Transfers for Use of Reserves	\$ -	\$ -	0.00%
<b>TOTAL</b>	<b>\$ 2,791,500</b>	<b>\$ 2,762,367</b>	<b>1.05%</b>

<u>General Fund Capital</u>	\$ 200,000	\$ 73,500	172.11%
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\*State Funding for Streets

**BUDGET  
CITY OF WINDOM  
2021 BUDGET YEAR**

**SPECIAL REVENUE/LEVY FUNDS**

<u>Library</u>	<u>2021</u>	<u>2020</u>	<u>Change</u>
+ Tax Levy	\$ 192,481	\$ 191,707	0.40%
+ Other Revenue	\$ 24,000	\$ 24,000	0.00%
+ Reserves	\$ -	\$ -	0.00%
- Expenses	\$ (216,481)	\$ (213,707)	1.30%
- Capital Outlay	\$ -	\$ (2,000)	0.00%
- Debt Service	\$ -	\$ -	0.00%
	<u>\$ -</u>	<u>\$ 0</u>	
 <u>Airport</u>			
+ Tax Levy	\$ 7,000	\$ 10,000	-30.00%
+ Federal State Grants/Aids	\$ 220,500	\$ 492,000	-55.18%
+ Other Revenue	\$ 105,750	\$ 105,750	0.00%
- Expenses	\$ (123,508)	\$ (119,912)	3.00%
- Capital Outlay	\$ (210,000)	\$ (487,038)	-56.88%
- Debt Service	\$ -	\$ -	0.00%
	<u>\$ (258)</u>	<u>\$ 800</u>	
 <u>Pool</u>			
+ Tax Levy	\$ 69,637	\$ 76,263	-8.69%
+ Other Revenue	\$ 42,600	\$ 43,800	-2.74%
+ Reserves	\$ -	\$ -	0.00%
- Expenses	\$ (112,237)	\$ (120,063)	-6.52%
- Capital Outlay	\$ -	\$ -	0.00%
- Debt Service	\$ -	\$ -	0.00%
	<u>\$ -</u>	<u>\$ -</u>	
 <u>Ambulance</u>			
+ Tax Levy	\$ -	\$ -	0.00%
+ Other Revenue	\$ 739,500	\$ 692,500	6.79%
+ Reserves	\$ -	\$ -	0.00%
- Expenses	\$ (474,280)	\$ (462,760)	2.49%
- Capital Outlay	\$ (235,000)	\$ (200,000)	0.00%
- Debt Service	\$ -	\$ -	0.00%
	<u>\$ 30,220</u>	<u>\$ 29,740</u>	
 <u>EDA</u>			
+ Tax Levy	\$ 119,428	\$ 90,454	32.03%
+ Other Revenue	\$ 52,735	\$ 142,288	-62.94%
+ Reserves	\$ -	\$ -	0.00%
+ Interfund Loan Receipts	\$ 29,500	\$ 31,600	-6.65%
- Expenses	\$ (201,663)	\$ (223,342)	-9.71%
+ Non Cash Exp	\$ -	\$ -	0.00%
- Capital Outlay	\$ -	\$ -	0.00%
- Debt Service	\$ -	\$ (41,000)	-100.00%
	<u>\$ -</u>	<u>\$ -</u>	
 <u>Arena</u>			
+ Tax Levy	\$ 231,791	\$ 269,282	-13.92%
+ Other Revenue	\$ 193,449	\$ 193,459	-0.01%
+ Reserves (Recapture Engineering)	\$ -	\$ -	0.00%
- Expenses	\$ (429,106)	\$ (420,333)	2.09%
- Capital Outlay	\$ -	\$ (50,000)	0.00%
- Debt Service	\$ (76,134)	\$ (72,408)	0.00%
+ Depreciation	\$ 80,000	\$ 80,000	0.00%
	<u>\$ -</u>	<u>\$ -</u>	
 <u>Multi-Purpose</u>			
+ Tax Levy	\$ 235,497	\$ 313,781	-24.95%
+ Other Revenue	\$ 84,570	\$ 84,570	0.00%
+ Reserves	\$ -	\$ -	0.00%
- Expenses	\$ (380,067)	\$ (403,351)	-5.77%
- Capital Outlay	\$ -	\$ (55,000)	0.00%
- Debt Service	\$ -	\$ -	0.00%
+ Depreciation	\$ 60,000	\$ 60,000	0.00%
	<u>\$ 0</u>	<u>\$ 0</u>	
 <b>Total Levy</b>	 <b>\$ 855,834</b>	 <b>\$ 951,486</b>	 <b>-10.05%</b>

**BUDGET  
CITY OF WINDOM  
2021 BUDGET YEAR**

**ENTERPRISE FUNDS**

<u>Telecom</u>		<u>2021</u>	<u>2020</u>	<u>Change</u>
+ Revenue	\$	2,839,180	\$ 2,462,795	15.28%
+ Special Assessments	\$	-	-	
+ Reserves	\$	-	-	
- Expenses	\$	(2,432,754)	(2,144,131)	13.46%
- Capital Outlay	\$	-	(12,500)	
- Debt Service	\$	(827,123)	(896,756)	-7.76%
- Transfer to General	\$	-	-	
+ Depreciation	\$	352,050	352,050	0.00%
Cash Flow	\$	<b>(68,647)</b>	<b>(238,542)</b>	

<u>Water</u>				
+ Revenue	\$	1,275,000	\$ 1,202,500	6.03%
+ Special Assessments	\$	1,189	1,816	-34.52%
+ Grant Funds	\$	-	56,250	0.00%
+ Reserves	\$	-	-	0.00%
- Expenses	\$	(1,141,790)	(1,056,221)	8.10%
- Capital Outlay	\$	(45,000)	(105,000)	-57.14%
- Debt Service	\$	(306,318)	(287,521)	6.54%
- Transfer to General	\$	-	-	
+ Depreciation	\$	420,000	425,000	-1.18%
Cash Flow	\$	<b>203,081</b>	<b>236,824</b>	

<u>Sewer*</u>				
+ Revenue	\$	1,997,300	\$ 1,872,990	6.64%
+ Cost Sharing Funds	\$	396,468	396,468	0.00%
+ Special Assessments	\$	509	532	-4.38%
+ Reserves	\$	-	-	
- Expenses	\$	(2,066,043)	(1,324,080)	56.04%
- Capital Outlay	\$	(55,000)	(140,000)	-60.71%
- Debt Service	\$	(1,122,179)	(1,104,707)	1.58%
- Transfer to General	\$	-	-	
+ Depreciation	\$	967,220	407,220	137.52%
Cash Flow	\$	<b>118,275</b>	<b>108,423</b>	

<u>Electric</u>				
+ Revenue	\$	6,950,395	\$ 6,637,196	4.72%
+ Special Assessments	\$	-	-	
+ Reserves	\$	2,237,519	-	
- Expenses	\$	(6,202,854)	(5,991,564)	3.53%
- Capital Outlay	\$	(3,385,060)	(560,000)	504.48%
- Debt Service	\$	-	-	
- Transfer to General	\$	(200,000)	(200,000)	0.00%
+ Depreciation	\$	600,000	650,000	-7.69%
Cash Flow	\$	<b>0</b>	<b>535,632</b>	

<u>Liquor</u>				
+ Revenue	\$	2,077,425	\$ 2,000,000	3.87%
+ Special Assessments	\$	-	-	
+ Reserves	\$	-	-	
- Expenses	\$	(1,964,028)	(1,901,375)	3.30%
- Capital Outlay	\$	(5,000)	(15,000)	-66.67%
- Debt Service	\$	-	-	
- Transfer to General	\$	(100,000)	(100,000)	0.00%
+ Depreciation	\$	30,000	30,000	0.00%
Cash Flow	\$	<b>38,397</b>	<b>13,625</b>	

\*Sewer Fund includes costs and financing for Waste Water Treatment Plant Upgrade

**BUDGET  
CITY OF WINDOM  
2021 BUDGET YEAR  
SPECIAL PROJECTS**

(Tax Increment Finance, Revolving Loan Funds and Other)

<u>Name</u>	<u>Revenue</u>	<u>Expense</u>
407 Dilapidated Housing Program	\$ -	\$ -
251 RBEG\Remick Revolving Loan	\$ 1,000	\$ -
252 Small Cities Development Program	\$ -	\$ 400
253 RiverBluff Estates	\$ -	\$ 2,100
254 North Industrial Park Project	\$ 41,729	\$ 36,800
256 River Bluff Estates Revolving Loan	\$ -	\$ -
651 Riverbluff Townhomes	\$ -	\$ -
1-8 Downtown TIF (265)	\$ -	\$ -
1-10 Runnings TIF (266)	\$ 46,674	\$ 44,456
1-12 Prime Pork, LLC. TIF (268)	\$ 320,623	\$ 296,561
1-13 River Bluff TIF (260)	\$ 35,575	\$ 6,000
1-14 Spec Building II TIF (269)	\$ -	\$ -
1-15 Fulda Area Credit Union TIF (275)	\$ -	\$ -
1-16 GDF District TIF (270)	\$ 15,914	\$ 14,211
1-17 NWIP TIF (273)	\$ -	\$ 29,239
1-18 AG Builders TIF (271)	\$ 11,408	\$ 10,763
1-19 NWIP II TIF (274)	\$ 233,418	\$ 175,864
1-20 New Vision TIF (276)	\$ 69,180	\$ 35,698
1-21 Tibodeau's Center (261)	\$ 153,456	\$ 11,331
1-22 Cemstone (277)	<u>\$ 93,166</u>	<u>\$ 6,522</u>
<b>TOTAL</b>	<b>\$ 1,022,143</b>	<b>\$ 669,945</b>

**BUDGET  
CITY OF WINDOM  
2021 BUDGET YEAR**

	<u>2021</u> <u>Levy</u> <u>Uses</u>	<u>Percent</u> <u>Of Levy</u>	<u>2020</u> <u>Levy</u> <u>Uses</u>	<u>Inc/Dec</u>
General Fund Operational	\$ 576,791	24.44%	\$ 486,903	\$ 89,888
General Fund Capital	\$ 200,000	8.47%	\$ 73,500	\$ 126,500
Less: Use of General Fund Reserves	\$ -	0.00%	\$ -	\$ -
Dilapidated Housing Program	\$ -	0.00%	\$ 2,000	\$ (2,000)
Special Revenue Fund Operational	\$ 855,834	36.27%	\$ 844,486	\$ 11,348
Special Revenue Fund Capital	\$ -	0.00%	\$ 107,000	\$ (107,000)
 <i>Sub Total</i>	 \$ 1,632,626		 \$ 1,513,889	 \$ 118,737
 Tax Abatement	 \$ 12,000	 0.51%	 \$ 7,500	 \$ 4,500
Plus Debt Service*	\$ 715,307	30.31%	\$ 592,856	\$ 122,451
 <b>Levy Total</b>	 \$ 2,359,932	 100.00%	 \$ 2,114,245	 \$ 245,688

<i>2020 Levy Total</i>	\$ 2,114,245	89.59%
<i>City Operation &amp; Capital Levy Addition</i>	\$ 245,688	11.62%
<i>Use of Reserve Funds</i>	\$ (128,500)	-6.08%
<i>Tax Abatement Amount</i>	\$ (12,000)	
<b>2021 Levy Total</b>	\$ 2,219,432	
 <b>*Total Levy Increase</b>	 \$ 105,188	 4.98%

		<u>2020</u> <u>Debt Service Levy</u>	<u>Inc/Dec</u>
402 Capital - ESF Loan	\$ 68,076	\$ 68,392	\$ (316)
401 Street Shop - Loader & Sweeper Interfund Payment	\$ 62,000	\$ 62,000	\$ (0)
*401 Ice System Replacement Project	\$ 80,649	\$ 76,659	\$ 3,990
302 2005 Street Project (2012A Refi)	\$ 33,103	\$ 45,558	\$ (12,456)
303 2007 Street Project (2012A Refi)	\$ 55,215	\$ 79,737	\$ (24,522)
305 2009 Street Project	\$ 48,605	\$ 51,020	\$ (2,415)
306 2013 Street Project	\$ 95,963	\$ 97,328	\$ (1,365)
307 2017 Street Project	\$ 84,561	\$ 83,248	\$ 1,313
308 2020 Street Project	\$ 160,562	\$ -	\$ 160,562
406 2013 Equip Bond - Fire Truck & SCBA	\$ 26,573	\$ 28,913	\$ (2,340)
<b>Total</b>	<b>\$ 715,307</b>	<b>\$ 592,856</b>	<b>\$ 122,451</b>

**BUDGET  
CITY OF WINDOM  
2021 BUDGET YEAR**

**REVENUE BUDGET**

	<u>2021</u>	<u>2020</u>	<u>Change</u>
<b><u>General Fund</u></b>			
Local Government Aid	\$ 1,452,654	\$ 1,527,209	-4.88%
Small Cities Assistance	\$ -	\$ -	0.00%
Fees, Fines and Permits	\$ 517,055	\$ 503,255	2.74%
Transfers from Enterprise & Arena Recapture	\$ 245,000	\$ 245,000	0.00%
Tax Levy (Operations)	\$ 576,791	\$ 486,903	18.46%
Tax Levy (Capital Outlay)	\$ 200,000	\$ 73,500	172.11%
Bonds (Capital Outlay)	\$ -	\$ -	0.00%
	<b>\$ 2,991,500</b>	<b>\$ 2,835,867</b>	<b>5.49%</b>
<b><u>Special Revenue/Levy Funds</u></b>			
User Fees	\$ 1,242,604	\$ 1,286,367	-3.40%
Federal/State Aids	\$ 220,500	\$ 492,000	-55.18%
Tax Levy (Operations)	\$ 855,834	\$ 844,486	1.34%
Tax Levy (Capital Outlay)	\$ -	\$ 107,000	0.00%
Grants/Donations (Capital Outlay)	\$ -	\$ -	0.00%
Ambulance Reserve Funds (Capital Outlay)	\$ -	\$ -	0.00%
	<b>\$ 2,318,939</b>	<b>\$ 2,729,853</b>	<b>-15.05%</b>
<b><u>Enterprise Funds</u></b>			
User Fees	\$ 15,139,300	\$ 14,175,481	6.80%
Cost Sharing Fund	\$ 396,468	\$ 396,468	0.00%
Grants/Donations (Capital Outlay)	\$ -	\$ 56,250	0.00%
Special Assessments	\$ 1,698	\$ 2,348	-27.69%
	<b>\$ 15,537,466</b>	<b>\$ 14,630,547</b>	<b>6.20%</b>
<b><u>Debt Service</u></b>			
Special Assessments	\$ 123,812	\$ 127,523	-2.91%
Other Revenues - Hospital PILOT	\$ 10,000	\$ 10,000	0.00%
Interfund Transfers for Debt Service	\$ 188,265	\$ 189,325	-0.56%
Tax Levy - Bonded Projects	\$ 653,307	\$ 530,856	23.07%
Tax Levy - Intra-Fund Repayment	\$ 62,000	\$ 62,000	0.00%
	<b>\$ 1,037,383</b>	<b>\$ 919,704</b>	<b>12.80%</b>
<b><u>Special Projects</u></b>			
TIF Revenues & Revolving Loan Funds	\$ 1,022,143	\$ 995,432	2.68%
Dilapidated Housing Program	\$ -	\$ 2,000	-100.00%
	<b>\$ 1,022,143</b>	<b>\$ 997,432</b>	
<b>Grand Total</b>	<b>\$ 22,907,431</b>	<b>\$ 22,113,403</b>	<b>3.59%</b>

**BUDGET  
CITY OF WINDOM  
2021 BUDGET YEAR**

**EXPENSE BUDGET**

	<u>2021</u>	<u>2020</u>	<u>Change</u>
<b><u>General Fund</u></b>			
Operational Expenses	\$ 2,764,253	\$ 2,734,726	1.08%
Capital Outlay	\$ 200,000	\$ 73,500	172.11%
Transfers for Fire Truck	\$ 27,248	\$ 27,641	-1.42%
	<b>\$ 2,991,500</b>	<b>\$ 2,835,867</b>	<b>5.49%</b>
<b><u>Special Revenue/Levy Funds</u></b>			
Operational Expenses	\$ 1,797,342	\$ 1,823,466	-1.43%
Capital Outlay	\$ 445,000	\$ 794,038	-43.96%
Debt Service	\$ 76,134	\$ 113,408	-32.87%
Depreciation	\$ 140,000	\$ 140,000	0.00%
	<b>\$ 2,458,476</b>	<b>\$ 2,870,912</b>	<b>-14.37%</b>
<b><u>Enterprise Funds</u></b>			
Operational Expenses	\$ 11,438,199	\$ 10,553,100	8.39%
Capital Outlay	\$ 3,490,060	\$ 832,500	319.23%
Debt Service	\$ 2,255,620	\$ 2,288,984	-1.46%
Transfers	\$ 300,000	\$ 300,000	0.00%
Depreciation	\$ 2,369,270	\$ 1,864,270	27.09%
	<b>\$ 19,853,149</b>	<b>\$ 15,838,854</b>	<b>25.34%</b>
<b><u>Debt Service</u></b>			
Bond/Loan Payments & Fees	\$ 986,675	\$ 876,783	12.53%
Tax Levy - Intra-Fund Repayment	\$ 62,000	\$ 62,000	0.00%
	<b>\$ 1,048,675</b>	<b>\$ 938,783</b>	<b>11.71%</b>
<b><u>Special Projects</u></b>			
TIF Funds & Revolving Loan Funds	\$ 669,945	\$ 634,284	5.62%
Dilapidated Housing Program	\$ -	\$ 2,000	0.00%
	<b>\$ 669,945</b>	<b>\$ 636,284</b>	<b>5.29%</b>
<b>Grand Total</b>	<b>\$ 27,021,745</b>	<b>\$ 23,120,700</b>	<b>16.87%</b>

# EXHIBIT B

City of Windom, Minnesota  
 City of Windom -- Capital Improvement Plan  
 2021 thru 2025

## PROJECTS BY DEPARTMENT

Department	Project #	Priority	2021	2022	2023	2024	2025	Total
<b>Administration</b>								
Computer Replacement	ADMIN 002	1		3,200				3,200
<b>Administration Total</b>				<b>3,200</b>				<b>3,200</b>
<b>Airport</b>								
Instrument Landing Equipment	AIRPORT 005	1		250,000				250,000
Crosswind Runway Design	AIRPORT 007	3			150,000			150,000
Crosswind Runway Land Acquisition	AIRPORT 008	2				600,000		600,000
Crosswind Runway Construction	AIRPORT 012	4					2,000,000	2,000,000
New 4 Bay Hanger	AIRPORT 014	1			750,000			750,000
Unit 46A Replacement - Snow Plow	AIRPORT 015	1		130,000				130,000
<b>Airport Total</b>				<b>380,000</b>	<b>900,000</b>	<b>600,000</b>	<b>2,000,000</b>	<b>3,880,000</b>
<b>Ambulance</b>								
Defibrulators	AMB 002	1			100,000			100,000
Unit 27 - Ambulance Replacement	AMB 005	1	235,000					235,000
Radio & Pager Equipment	AMB 006	1		125,000				125,000
Unit 28 - Ambulance Replacement	AMB 007	1			250,000			250,000
Electronic Run Sheets	AMB 009	2		12,000				12,000
<b>Ambulance Total</b>			<b>235,000</b>	<b>137,000</b>	<b>350,000</b>			<b>722,000</b>
<b>Arena</b>								
Roof Repair/Rehabilitation Fund	ARENA 009	1	300,000					300,000
Livestock Building/Riding Rink	ARENA 011	3	200,000					200,000
<b>Arena Total</b>			<b>500,000</b>					<b>500,000</b>
<b>Building/Zoning</b>								
Color Copier Replacement	BUILD 004	1	7,500					7,500
Dilapidated Housing Demolition Program	BUILD 005	2	20,000	20,000	20,000	20,000	20,000	100,000
Land Use Code Review	BUILD 006	2	10,000					10,000
<b>Building/Zoning Total</b>			<b>37,500</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>117,500</b>
<b>City Hall</b>								
Window Replacement	CH 001	2			20,000			20,000
Tuckpointing and Foundation Repair	CH 008	2		125,000				125,000
EDA\Building Office Windows	CH 010	2		7,500				7,500
Roof Replacement	CH 011	1	80,000					80,000
<b>City Hall Total</b>			<b>80,000</b>	<b>132,500</b>	<b>20,000</b>			<b>232,500</b>
<b>Community Center</b>								
Meeting Room Maintenance/Improvements	COMM 001	2	5,000					5,000

Department	Project #	Priority	2021	2022	2023	2024	2025	Total
Sound System	COMM 003	3	60,000					60,000
Stage	COMM 006	3				8,500		8,500
Equipment Replacement/Upgrades	COMM 007	1	10,000	10,000	15,000	15,000	15,000	65,000
Mechanical Systems - A/C Unit	COMM 009	1	10,000	10,000	10,000	10,000	10,000	50,000
Roof Replacement Fund	COMM 010	1	300,000					300,000
Garage Doors w/ Openers	COMM 011	2	9,800					9,800
Gym Renovation	COMM 012	2		85,000				85,000
Outdoor - Grounds and Equipment	COMM 014	2	24,000	4,000				28,000
<b>Community Center Total</b>			<b>418,800</b>	<b>109,000</b>	<b>25,000</b>	<b>33,500</b>	<b>25,000</b>	<b>611,300</b>
<b>EDA</b>								
NWIP South 80 Addition Infrastructure	EDA 003	1	300,000	50,000	50,000			400,000
East Highway 60 Development	EDA 006	2		2,111,000				2,111,000
Cottonwood Lake Site Reclamation	EDA 007	2	2,500,000					2,500,000
<b>EDA Total</b>			<b>2,800,000</b>	<b>2,161,000</b>	<b>50,000</b>			<b>5,011,000</b>
<b>Electric</b>								
Distribution System Upgrades	ELE 001	1	300,000	300,000	300,000	300,000	300,000	1,500,000
Skid Loader Replacement	ELE 002	2		50,000				50,000
Misc Equipment - Unidentified	ELE 004	3		40,000	40,000	40,000		120,000
Meter Replacement Program	ELE 011	1					500,000	500,000
Generation	ELE 016	1				3,500,000		3,500,000
Line Truck	ELE 019	2	60,000					60,000
Transmission Line Reconstruction	ELE 023	1	3,000,000					3,000,000
Paving at Powerhouse	ELE 025	2	75,000					75,000
Meter Tester	ELE 026	2	10,000					10,000
Roof and Gutter Replacement - Shop	ELE 027	2		50,000				50,000
Power Plant Building - Exterior	ELE 028	2		100,000				100,000
<b>Electric Total</b>			<b>3,445,000</b>	<b>540,000</b>	<b>340,000</b>	<b>3,840,000</b>	<b>800,000</b>	<b>8,965,000</b>
<b>Fire</b>								
Engine/Pumper Truck - Unit 21	FIRE 003	1	450,000					450,000
First Response Truck - Unit 24	FIRE 005	3		250,000				250,000
Engine/Pumper - Unit 23	FIRE 006	1	450,000					450,000
Radio Replacement Fund	FIRE 007	1		40,000				40,000
<b>Fire Total</b>			<b>900,000</b>	<b>290,000</b>				<b>1,190,000</b>
<b>Library</b>								
Computer Replacement	LIB 007	1	2,000	2,000	2,000	2,000		8,000
Library Remodel Project	LIB 008	2	20,000	20,000				40,000
<b>Library Total</b>			<b>22,000</b>	<b>22,000</b>	<b>2,000</b>	<b>2,000</b>		<b>48,000</b>
<b>Liquor</b>								
Liquor Store - Construction/Expansion	LIQUOR 014	3		2,000,000				2,000,000
Computer Replacement	LIQUOR 015	1			2,000			2,000
Equipment Replacement Fund	LIQUOR 016	1	5,000	5,000				10,000
<b>Liquor Total</b>			<b>5,000</b>	<b>2,005,000</b>	<b>2,000</b>			<b>2,012,000</b>
<b>Multiple Depts</b>								
City-wide Network & Server Upgrades	MULTI 003	1	6,000	6,000				12,000

Department	Project #	Priority	2021	2022	2023	2024	2025	Total
<b>Multiple Depts Total</b>			<b>6,000</b>	<b>6,000</b>				<b>12,000</b>
<b>Parks</b>								
Windom Rec Area - Lighting	PARK 005	3	85,000					85,000
Windom Rec Area - Parking Lot & Trail Improvements	PARK 006	4		40,000				40,000
Playground Equipment Replacement Fund	PARK 014	3	10,000	10,000	10,000	10,000	10,000	50,000
New Island Park Comfort Station	PARK 019	1	112,500					112,500
Park Facilities CIP	PARK 021	2	20,000	10,000	5,000	5,000	5,000	45,000
<b>Parks Total</b>			<b>227,500</b>	<b>60,000</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	<b>332,500</b>
<b>Police</b>								
Taser Replacement	POLICE 003	1	22,800					22,800
Computer Replacement - Mobile Units	POLICE 006	2					1,500	1,500
Radio Replacement	POLICE 017	3		50,000				50,000
<b>Police Total</b>			<b>22,800</b>	<b>50,000</b>			<b>1,500</b>	<b>74,300</b>
<b>Pool</b>								
New or Renovated Pool	POOL 003	3		3,500,000				3,500,000
<b>Pool Total</b>				<b>3,500,000</b>				<b>3,500,000</b>
<b>Streets</b>								
Equipment Fund Reserve	STR 005	2	0	0				0
Pick-up Replacement (Unit 40)	STR 009	1		38,000				38,000
2.5 Ton Dump Trucks (Units 42, 43 and 44)	STR 010	1	290,000	150,000				440,000
Insect Sprayer Replacement	STR 012	2				14,000		14,000
Sno-Go Snow Blower Replacement	STR 013	1				140,000		140,000
Loader Unit & Attachements	STR 015	1	29,000					29,000
2023 Street Project	STR 019	1			3,000,000			3,000,000
Traffic Signal Lights	STR 025	1				250,000		250,000
Trailer	STR 026	2	10,000					10,000
4-Ton Hot Box	STR 027	1	25,000					25,000
Pick-Up Replacement	STR 028	2			38,000			38,000
Front-end Loader	STR 029	2					250,000	250,000
<b>Streets Total</b>			<b>354,000</b>	<b>188,000</b>	<b>3,038,000</b>	<b>404,000</b>	<b>250,000</b>	<b>4,234,000</b>
<b>Telecom</b>								
Vehicle Replacement	TEL 015	1	32,000					32,000
System Expansion - Co Road 13 East	TEL 021	2	35,000					35,000
Jeffers Expansion	TEL 023	3			900,000			900,000
Cottonwood Co Fiber Transport Network	TEL 024	2		500,000				500,000
Cisco 15454 Replacement - OC3 Transport	TEL 027	1		18,000				18,000
Spam Email Server Replacement	TEL 028	2	8,200					8,200
Transport Project - CO Fiber Trunk South	TEL 029	1			35,000			35,000
Transport Project - CO Fiber Trunk North	TEL 030	1		19,000				19,000
Mt. Lake Expansion	TEL 032	3				2,500,000		2,500,000
Comfrey Expansion	TEL 033	3					1,500,000	1,500,000
Co Rd 13/15 North Expansion	TEL 034	3		85,000				85,000
Fiber Optic Splicing Trailer	TEL 035	2	18,500					18,500
Fiber Optic Splicer	TEL 036	2	15,000					15,000
<b>Telecom Total</b>			<b>108,700</b>	<b>622,000</b>	<b>935,000</b>	<b>2,500,000</b>	<b>1,500,000</b>	<b>5,665,700</b>

Department	Project #	Priority	2021	2022	2023	2024	2025	Total
<b>Wastewater</b>								
General Plant Improvement/Maintenance	SEWER 001	2	5,000	5,000	5,000	5,000	5,000	25,000
Jetter Truck Replacement	SEWER 005	1	125,000					125,000
General Equipment	SEWER 006	3	20,000	20,000	20,000	20,000	20,000	100,000
Interceptor/Collection System Improvements	SEWER 007	1	10,000	10,000	10,000	10,000	10,000	50,000
Lift Station Improvements	SEWER 010	1	5,000	5,000	5,000	5,000	5,000	25,000
<b>Wastewater Total</b>			<b>165,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>325,000</b>
<b>Water</b>								
Wells and Well Site	WATER 001	1	5,000	5,000	5,000	5,000	5,000	25,000
Pumping Equipment	WATER 002	1	5,000	5,000	5,000	5,000	5,000	25,000
Filter Plant Improvements	WATER 004	1	10,000	10,000	10,000	10,000	10,000	50,000
Water Main Improvements	WATER 005	1	5,000	5,000	5,000	5,000	5,000	25,000
Hydrants	WATER 008	2	5,000	5,000	5,000	5,000	5,000	25,000
Mower Replacement	WATER 011	3	15,000					15,000
<b>Water Total</b>			<b>45,000</b>	<b>30,000</b>	<b>30,000</b>	<b>30,000</b>	<b>30,000</b>	<b>165,000</b>
<b>GRAND TOTAL</b>			<b>9,372,300</b>	<b>10,295,700</b>	<b>5,767,000</b>	<b>7,484,500</b>	<b>4,681,500</b>	<b>37,601,000</b>

**EXHIBIT C****BUDGET  
CITY OF WINDOM  
2021 BUDGET YEAR**

<u>Debt Service Levy</u>	<u>2021</u> Levy	<u>2022</u> Levy	<u>2023</u> Levy	<u>2024</u> Levy	<u>2025</u> Levy
402 Capital - ESF Loan	\$ 68,076	\$ 68,691	\$ 68,235	\$ 65,711	\$ 68,116
401 Street Shop - Loader & Sweeper Interfund Payment	\$ 62,000	\$ 47,663	\$ -	\$ (1)	\$ 1
*401 Ice System Replacement Project	\$ 80,649	\$ 79,232	\$ 77,814	\$ 76,397	\$ 80,229
302 2005 Street Project (2012A Refi)	\$ 33,103	\$ 33,756	\$ -	\$ -	\$ -
303 2007 Street Project (2012A Refi)	\$ 55,215	\$ 57,465	\$ -	\$ -	\$ -
305 2009 Street Project	\$ 48,605	\$ 50,627	\$ 53,462	\$ 56,192	\$ 53,567
306 2013 Street Project	\$ 95,963	\$ 94,598	\$ 93,233	\$ 97,118	\$ 95,465
307 2017 Street Project	\$ 84,561	\$ 85,716	\$ 81,463	\$ 82,461	\$ 82,461
308 2020 Street Project	\$ 160,562	\$ 161,087	\$ 161,455	\$ 161,665	\$ 161,717
406 2013 Equip Bond - Fire Truck & SCBA	\$ 26,573	\$ 26,741	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 715,307</b>	<b>\$ 705,577</b>	<b>\$ 535,663</b>	<b>\$ 539,544</b>	<b>\$ 541,556</b>
	\$ 122,451	\$ (9,730)	\$ (169,914)	\$ 3,880	\$ 2,012

**EXHIBIT D****General Fund Reserve Estimates**

		<u>Available Funds</u>
2021 Budgeted Expense	\$ 3,763,375.19	
69% 2019 Audited Reserve	\$ 2,314,832.00	61.51%
<b>Less: Prior General Fund Commitments</b>		
Nuisance Abatement	\$ (10,000.00)	
	\$ (10,000.00)	
<b>Remaining General Fund Reserve</b>	<b>\$ 2,304,832.00</b>	<b>61.24%</b>
<b>35% Required Minimum</b>	<b>\$ 1,317,181.31</b>	<b>\$ 987,650.69</b>
<b>40% Reserve Amount</b>	<b>\$ 1,505,350.07</b>	<b>\$ 799,481.93</b>
<b>45% Reserve Amount</b>	<b>\$ 1,693,518.83</b>	<b>\$ 611,313.17</b>
<b>50% Reserve Amount</b>	<b>\$ 1,881,687.59</b>	<b>\$ 423,144.41</b>
<b>60% Reserve Amount</b>	<b>\$ 2,258,025.11</b>	<b>\$ 46,806.89</b>

# ACTION ITEM



**CITY OF WINDOM**  
444 9th Street  
Windom, MN 56101  
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**TO:** City Council  
**FROM:** City Administrator *Steve*  
**DATE:** September 10, 2020  
**RE:** CARES Act Funding  
**DEPT:** Administration  
**CONTACT:** Steve Nasby: [Steve.Nasby@windommn.com](mailto:Steve.Nasby@windommn.com)

## Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Approve the use of CARES Act funds for expenses incurred by the City for protective measures, eligible staff time, remote working equipment and recoverable staff time, business grants, assistance to School district & ALC and balance of any remaining funds to be transferred to Cottonwood County per the CARES Act requirements.

## Issue Summary/Background

CARES Act funds allocated to the City amounted to \$341,969. From March 1 to August 31 the City reported \$160,269 in expenses plus some staff time yet to be booked. Staff estimates that from September 1 – November 15 another \$25,000 of eligible expenses. This leaves approximately \$156,700 for commitment to other uses.

Requests for the City's remaining CARES Act monies include the following:

- \$25,000 + Windom Chamber of Commerce for HOPE II business grants
- \$5,000 Assistance to Windom Area School District for distance learning
- \$4,000 Subsidizing leased space to the Alternative Learning Center
- \$ 2,000 Building\Zoning Office for on-line tools (permits, plan review and ipad)
- \$15,000 Hardware for City Departments to enable 5 remote location work spaces

## Fiscal Impact

These funds are federal monies passed through the State of Minnesota as grants to local units of government. CARES Act funds are to reimburse costs incurred due to the Coronavirus, but these uses are limited by the federal eligibilities. For the City one of the more significant issues is lost revenue (no events at the Community Center, no horse\livestock shows at the Arena, reduced participation in recreation and pool admissions, etc.). These lost revenues **are not** currently eligible for CARES Act funds.

## Attachments

1. Coronavirus Relief Fund – Guidance for State, Territorial, Local and Tribal Governments

**Coronavirus Relief Fund**  
**Guidance for State, Territorial, Local, and Tribal Governments**  
**Updated September 2, 2020<sup>1</sup>**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.<sup>2</sup>

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

***Necessary expenditures incurred due to the public health emergency***

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

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<sup>1</sup> On June 30, 2020, the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020” was updated. On September 2, 2020, the “Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees” and “Supplemental Guidance on Use of Funds to Cover Administrative Costs” sections were added.

<sup>2</sup> See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

***Costs not accounted for in the budget most recently approved as of March 27, 2020***

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

***Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020***

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020,

will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

***Nonexclusive examples of eligible expenditures***

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.
  - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
  - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
  - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

***Nonexclusive examples of ineligible expenditures<sup>3</sup>***

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.<sup>4</sup>
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

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<sup>3</sup> In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

<sup>4</sup> See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

### **Supplemental Guidance on Use of Funds to Cover Payroll and Benefits of Public Employees**

As discussed in the Guidance above, the CARES Act provides that payments from the Fund must be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As reflected in the Guidance and FAQs, Treasury has not interpreted this provision to limit eligible costs to those that are incremental increases above amounts previously budgeted. Rather, Treasury has interpreted this provision to exclude items that were already covered for their original use (or a substantially similar use). This guidance reflects the intent behind the Fund, which was not to provide general fiscal assistance to state governments but rather to assist them with COVID-19-related necessary expenditures. With respect to personnel expenses, though the Fund was not intended to be used to cover government payroll expenses generally, the Fund was intended to provide assistance to address increased expenses, such as the expense of hiring new personnel as needed to assist with the government's response to the public health emergency and to allow recipients facing budget pressures not to have to lay off or furlough employees who would be needed to assist with that purpose.

#### ***Substantially different use***

As stated in the Guidance above, Treasury considers the requirement that payments from the Fund be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020, to be met if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a *substantially different use* from any expected use of funds in such a line item, allotment, or allocation.

Treasury has provided examples as to what would constitute a substantially different use. Treasury provided (in FAQ A.3) that costs incurred for a substantially different use would include, for example, the costs of redeploying educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

#### ***Substantially dedicated***

Within this category of substantially different uses, as stated in the Guidance above, Treasury has included payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are *substantially dedicated* to mitigating or responding to the COVID-19 public health emergency. The *full amount* of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund. Treasury has not developed a precise definition of what "substantially dedicated" means given that there is not a precise way to define this term

across different employment types. The relevant unit of government should maintain documentation of the “substantially dedicated” conclusion with respect to its employees.

If an employee is not substantially dedicated to mitigating or responding to the COVID-19 public health emergency, his or her payroll and benefits expenses may not be covered *in full* with payments from the Fund. A *portion* of such expenses may be able to be covered, however, as discussed below.

### ***Public health and public safety***

In recognition of the particular importance of public health and public safety workers to State, local, and tribal government responses to the public health emergency, Treasury has provided, as an administrative accommodation, that a State, local, or tribal government may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. This means that, if this presumption applies, work performed by such employees is considered to be a substantially different use than accounted for in the most recently approved budget as of March 27, 2020. All costs of such employees may be covered using payments from the Fund for services provided during the period that begins on March 1, 2020, and ends on December 30, 2020.

In response to questions regarding which employees are within the scope of this accommodation, Treasury is supplementing this guidance to clarify that public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (*e.g.*, laboratory technicians) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel.

### ***Not substantially dedicated***

As provided in FAQ A.47, a State, local, or tribal government may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department. This means, for example, that a government could cover payroll expenses allocated on an hourly basis to employees’ time dedicated to mitigating or responding to the COVID-19 public health emergency. This result provides equitable treatment to governments that, for example, instead of having a few employees who are substantially dedicated to the public health emergency, have many employees who have a minority of their time dedicated to the public health emergency.

### ***Covered benefits***

Payroll and benefits of a substantially dedicated employee may be covered using payments from the Fund to the extent incurred between March 1 and December 30, 2020.

Payroll includes certain hazard pay and overtime, but not workforce bonuses. As discussed in FAQ A.29, hazard pay may be covered using payments from the Fund if it is provided for performing hazardous duty or work involving physical hardship that in each case is related to COVID-19. This means that, whereas payroll and benefits of an employee who is substantially dedicated to mitigating or responding to the COVID-19 public health emergency may generally be covered in full using payments from the Fund, hazard pay specifically may only be covered to the extent it is related to COVID-19. For example, a recipient may use payments from the Fund to cover hazard pay for a police officer coming in close

contact with members of the public to enforce public health or public safety orders, but across-the-board hazard pay for all members of a police department regardless of their duties would not be able to be covered with payments from the Fund. This position reflects the statutory intent discussed above: the Fund was intended to be used to help governments address the public health emergency both by providing funds for incremental expenses (such as hazard pay related to COVID-19) and to allow governments not to have to furlough or lay off employees needed to address the public health emergency but was not intended to provide across-the-board budget support (as would be the case if hazard pay regardless of its relation to COVID-19 or workforce bonuses were permitted to be covered using payments from the Fund).

Relatedly, both hazard pay and overtime pay for employees that are not substantially dedicated may only be covered using the Fund if the hazard pay and overtime pay is for COVID-19-related duties. As discussed above, governments may allocate payroll and benefits of such employees with respect to time worked on COVID-19-related matters.

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

## **Supplemental Guidance on Use of Funds to Cover Administrative Costs**

### ***General***

Payments from the Fund are not administered as part of a traditional grant program and the provisions of the Uniform Guidance, 2 C.F.R. Part 200, that are applicable to indirect costs do not apply. Recipients may not apply their indirect costs rates to payments received from the Fund.

Recipients may, if they meet the conditions specified in the guidance for tracking time consistently across a department, use payments from the Fund to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency. (In other words, such costs would be eligible direct costs of the recipient). This includes, but is not limited to, costs related to disbursing payments from the Fund and managing new grant programs established using payments from the Fund.

As with any other costs to be covered using payments from the Fund, any such administrative costs must be incurred by December 30, 2020, with an exception for certain compliance costs as discussed below. Furthermore, as discussed in the Guidance above, as with any other cost, an administrative cost that has been or will be reimbursed under any federal program may not be covered with the Fund. For example, if an administrative cost is already being covered as a direct or indirect cost pursuant to another federal grant, the Fund may not be used to cover that cost.

### ***Compliance costs related to the Fund***

As previously stated in FAQ B.11, recipients are permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act, subject to the limitations set forth in 2 C.F.R. § 200.425. Pursuant to that provision of the Uniform Guidance, recipients and subrecipients subject to the Single Audit Act may use payments from the Fund to cover a reasonably proportionate share of the costs of audits attributable to the Fund.

To the extent a cost is incurred by December 30, 2020, for an eligible use consistent with section 601 of the Social Security Act and Treasury's guidance, a necessary administrative compliance expense that relates to such underlying cost may be incurred after December 30, 2020. Such an expense would include, for example, expenses incurred to comply with the Single Audit Act and reporting and recordkeeping requirements imposed by the Office of Inspector General. A recipient with such necessary administrative expenses, such as an ongoing audit continuing past December 30, 2020, that relates to Fund expenditures incurred during the covered period, must report to the Treasury Office of Inspector General by the quarter ending September 2021 an estimate of the amount of such necessary administrative expenses.

**CERTIFICATE FOR PAYMENT NO. 4**

**Empire Building Construction, LLC  
1709 N Industrial Ave  
Sioux Falls, SD 57104**

Project: Legion Park Tennis Courts  
Windom, MN

DGR Project No. 369017

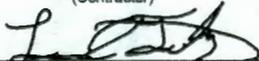
Owner: City of Windom, MN

For Period From: August 1, 2020 to September 10, 2020

Line No.	Estimated		Unit Price	Contract Price	This Application		Completed to Date	
	Units	Description			Units	Value	Units	Value
1	1,830 S.Y.	12" Subgrade Preparation, 2112.604	\$5.00	\$8,150.00		\$0.00	1,630.00	\$8,150.00
2	300 C.Y.	Excavation and embankment, 2105.501	6.00	1,800.00		0.00	300.00	1,800.00
3	1,515 S.Y.	5" PCC pavement, 2531.604	39.00	59,085.00		0.00	1,515.00	59,085.00
4	1,515 S.Y.	PCC reinforcement (1' x 1')	14.00	21,210.00		0.00	1,515.00	21,210.00
5	1,630 S.Y.	Class 5 base, 2211.508	5.00	8,150.00		0.00	1,630.00	8,150.00
6	464 L.F.	10' chain link fencing	41.49	19,251.36	348.00	14,436.52	464.00	19,251.36
7	3 Ea.	Chain link gate	1,065.00	3,195.00	3.00	3,195.00	3.00	3,195.00
8	486 L.F.	HDPE subdrain, 2502.541	15.00	7,290.00		0.00	486.00	7,290.00
9	1 Ea.	CMP subdrain outlet	500.00	500.00		0.00	1.00	500.00
10	2 Ea.	Tennis court net assembly	2,600.00	5,200.00	1.00	2,800.00	1.00	2,600.00
11	1,630 S.Y.	Court surfacing and marking	11.45	18,663.50	1,630.00	18,663.50	1,630.00	18,663.50
12	200 L.F.	Silt fence, 2564.603	3.00	600.00		0.00	100.00	300.00
13	400 C.Y.	Topsoil spreading & finish grading	3.00	1,200.00		0.00	150.00	450.00
14	0.5 Acre	Seeding, fertilizing and mulching	5,000.00	2,500.00		0.00		0.00
15	JOB	Stabilized construction entrance	L.S.	1,400.00	50%	700.00	100%	1,400.00
16	JOB	Traffic Control, 2563.601	L.S.	1,000.00	50%	500.00	100%	1,000.00
17	JOB	Mobilization, 2021.501	L.S.	15,000.00	25%	3,750.00	75%	11,250.00
<b>TOTAL BID</b>				<b>\$174,194.86</b>		<b>\$43,847.02</b>		<b>\$164,294.86</b>
Total Work Completed								\$164,294.86
Stored Materials								
Less Retainage								22,837.24
								\$141,457.62
Less Previous Payments								114,425.45
<b>TOTAL AMOUNT DUE THIS PAY REQUEST</b>								<b>\$27,032.17</b>

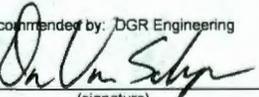
Payment Requested by:

Empire Building Construction, LLC  
(Contractor)

  
(signature)

Date 9/10/2020

Payment Recommended by: DGR Engineering

  
(signature)

Date 9/10/2020

Payment Approved by: City of Windom, MN

\_\_\_\_\_  
(signature)

Date \_\_\_\_\_