



CITY OF
Wykoff
Resolution No. 2025-4

A Resolution to Recommit Fund Balance

217 NORTH GOLD STREET ■ P.O. BOX 218 ■ WYKOFF, MN 55990-0218 ■ 507-352-4011

WHEREAS, the Government Standards Accounting Board (GASB) has issued Statement No. 54 establishing a hierarchy clarifying the constraints that govern how a government entity can use amounts reported as fund balance; and

WHEREAS, the City Council is the highest level of decision-making authority, and has the authority to commit, assign or evaluate existing fund balance classifications and identify the intended uses of committed or assigned funds; and

WHEREAS, the committed fund balance classification reflects amounts subject to internal constraints self-imposed by the City Council; and

WHEREAS, once the committed fund balance constraints are imposed, it requires the constraint to be removed by the City Council prior to redirecting the funds for other purposes; and

WHEREAS, the City Council has determined it will commit the following fund balances:

\$229280.19 to Fire Equipment Fund 406

The emergency disaster restricted fund of 809.00 will go towards paying for the new siren.

NOW THEREFORE BE IT RESOLVED, that the Wykoff City Council in accordance with the provisions of GASB 54 hereby commits the afore mentioned funds, and that the funds cannot be used for any purpose other than directed above, unless the City Council adopts another resolution to remove or change the constraint.

Motion by _____

and seconded by _____

Roll Call Vote:

Jeff Hare

Ryan Breckenridge

Barb Fate

Lyle Morey

Kaleb Himli

Voting Against:

Motion carried

Passed and adopted this 14th day of January 2025 by the City Council of Wykoff, Minnesota.

Mayor-Ryan Breckenridge, Mayor

City Administrator-Rebecca Schmidt

Committee Appointments 2025

Streets/Snow Removal and Sanding: Kaleb Himli and Ryan Breckenridge Meeting Dates, 1st Monday at 4:00 p.m.

Sewer & Water: Lyle Morey and Ryan Breckenridge Meeting Dates Thursday before Council Mtg. 4:00 p.m. Meetings held at council room.

Personnel Committee: Barbara Fate and Kaleb Himli Meeting Dates, 1st Monday of the Month at 9:00 a.m.

Parks and Recreation, Joint Trails Board Representative- Kaleb Himli and Jeff Hare Meeting Dates, 1st Saturday of the month at 9:30 a.m.

Community Education Representative: Barb Fate and Jeff Hare Meeting Dates, 1st Saturday of the Month at 10:00 a.m.

Pest Control: John Baker

Incident Command: Tony Rahe

Deputy Incident Command: Mayor Breckenridge

Mayor Pro-Tem: Jeffrey Hare



CITY OF Wykoff

217 NORTH GOLD STREET ■ P.O. BOX 218 ■ WYKOFF, MN 55990-0218 ■ 507-352-4011

City of Wykoff, Minnesota Fillmore County, Minnesota Resolutions #2025-01

A resolution adopting the designations of official depositories, official newspaper, city attorney, authorization to sign checks, deposit and investments authority and committee appointments for the city of Wykoff, Fillmore county, Minnesota.

Whereas, the City Council of the City of Wykoff has adopted the resolution for the City Council and finds that this resolution adopted in 2025 is sufficient for future years.

Whereas, Minnesota Statute 427 requires the City to establish official depositories for City funds; and

Whereas, the City Council of the City of Wykoff has designated depositories for City funds which, pursuant to Minnesota State Statutes require that all funds deposited be secured by deposit insurance bond, or collateral.

Whereas, State Statutes mandate the City to designate an Official Newspaper for the City's publication of official City notices and that such newspaper must be a paper of general circulation in the City.

Now, therefore, be it resolved that the Council of the City of Wykoff, Minnesota, hereby designates the following financial institutions as official depository of City funds and authorizes the City Clerk and Mayor to conduct transactions in this institution.

Minnwest Bank and First State Bank of Fountain.

Be it Further Resolved that the Council of the City of Wykoff, Minnesota hereby authorizes Mayor Pro-Tem, _____ to sign checks in the absence of the Mayor and / or City Clerk.

Be it Further Resolved that the City Council of the City of Wykoff, Minnesota, hereby designates the City Administrator, Rebecca Schmidt, to make deposits/withdrawals from the City Savings accounts to the best interest of the City with all transactions reported at the next regular council meeting.

CITY OF WYKOFF - ADMINISTRATIVE FEES

LIQUOR LICENSE:

On Sale - \$1,200 Off Sale - \$100
Wine - Strong Beer - \$500
3.2 Beer - \$50
Setups - \$250 (set by State of MN)
Temporary Liquor License - \$100 (Adopted 4/8/2024)

FIRE CALLS:

\$750 initial call
\$250/hour after initial call fee plus any extras (fire suppression chemicals)

WATER:

Monthly billing
Base - \$18.70 per household/ business \$6.81/1000 gal. for water usage
Water Sales from Hydrant or City Shed Base \$25 and \$7.81 per 1000 gallons each visit.
Swimming Pools after Hours- Fire Training No Base Fee Charge \$7.81 per 1000 gallons
New Hookup – \$1,000
Reconnect (delinquent accounts) - \$50
Meter Deposit - \$150
2nd Water Meter \$295.00

SEWER:

Monthly billing
Base - \$40 minimum \$13.00/1000 gal. for water usage
New Hookup – \$1,000

STORM SEWER FUND:

Monthly charge per household \$2.00 per month

PET LICENSE:

\$5 a year or \$20 lifetime
Chicken Ordinance #91.041 adopted April 10, 2023-Permit Fee \$25.00

NSF CHECKS:

\$30

HALL RENTAL – 20% Discount to all residents

Charitable Events/ School Events \$30
Hourly rate \$30 per hour for up to 3 Hours
Small side (north) - \$150 (\$120 resident)
Large side (south) - \$225 (\$180.00 resident)
Whole Hall - \$375.00 (\$300.00)
Dance - \$125 additional (nonrefundable)
Refundable Deposit of \$100 due with rental agreement

LAWN MOWING, TRIMMING AND MAINTAINING FENCE-LINES

Base rate- \$75 per hour, minimum of one hour

JUNK REMOVAL AND GENERAL CLEANUP

Per Hour- \$75 per hour, minimum of one hour
Plus, cost of disposal of materials on a case by case basis.

MISC. ORDINANCE VIOLATION FEE 10.99

1ST offence
2nd offence
3rd offence

**** Council approval January 8, 2024**

***** Council approval April 8 , 2024**

CITY OF WYKOFF

Revenue/Expenditure Audit Summary

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Audit 2024 January to 2024 December

Fund 101 GENERAL FUND

Expenditure

E 101-41941-103 Part-Time Employees	Budget	\$3,500.00	Total	\$5,202.07
	Encumbered	\$0.00	Balance	-\$1,702.07
History Transactions	Tran Dr	Tran Cr		
Payrol Journ. Ent	\$5,202.07	\$0.00		
Total E 101-41941-103 Part-Time Employees	\$5,202.07	\$0.00		In Balance
E 101-41941-121 PERA - Employer Contribution	Budget	\$0.00	Total	\$755.74
	Encumbered	\$0.00	Balance	-\$755.74
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$400.57	\$0.00		
Payrol Journ. Ent	\$355.17	\$0.00		
Total E 101-41941-121 PERA - Employer Contribution	\$755.74	\$0.00		In Balance
E 101-41941-122 Soc.Sec-Employeer Contribution	Budget	\$100.00	Total	\$322.47
	Encumbered	\$0.00	Balance	-\$222.47
History Transactions	Tran Dr	Tran Cr		
Payrol Journ. Ent	\$322.47	\$0.00		
Total E 101-41941-122 Soc.Sec-Employeer Contribution	\$322.47	\$0.00		In Balance
E 101-41941-125 Medicare-Employer Contribution	Budget	\$40.00	Total	\$75.46
	Encumbered	\$0.00	Balance	-\$35.46
History Transactions	Tran Dr	Tran Cr		
Payrol Journ. Ent	\$75.46	\$0.00		
Total E 101-41941-125 Medicare-Employer Contribution	\$75.46	\$0.00		In Balance
E 101-41941-211 Cleaning Supplies	Budget	\$450.00	Total	\$398.60
	Encumbered	\$0.00	Balance	\$51.40
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$398.60	\$0.00		
Total E 101-41941-211 Cleaning Supplies	\$398.60	\$0.00		In Balance
E 101-41941-220 Repair & Maintenance Supplies	Budget	\$1,000.00	Total	\$13,749.14
	Encumbered	\$0.00	Balance	-\$12,749.14
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$13,749.14	\$0.00		
Total E 101-41941-220 Repair & Maintenance Supplies	\$13,749.14	\$0.00		In Balance
E 101-41941-221 Equipment Repair & Maintenance	Budget	\$500.00	Total	\$4,008.67
	Encumbered	\$0.00	Balance	-\$3,508.67
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$4,008.67	\$0.00		
Total E 101-41941-221 Equipment Repair & Maintenance	\$4,008.67	\$0.00		In Balance
E 101-41941-240 Small Tools and Minor Equip	Budget	\$0.00	Total	\$629.73
	Encumbered	\$0.00	Balance	-\$629.73
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$629.73	\$0.00		
Total E 101-41941-240 Small Tools and Minor Equip	\$629.73	\$0.00		In Balance

CITY OF WYKOFF

Revenue/Expenditure Audit Summary

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Audit 2024 January to 2024 December

E 101-41941-243 Large Equipment	Budget	\$0.00	Total	\$1,400.00
	Encumbered	\$0.00	Balance	-\$1,400.00
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$1,400.00	\$0.00		
Total E 101-41941-243 Large Equipment	\$1,400.00	\$0.00		In Balance
E 101-41941-325 Internet Service	Budget	\$1,200.00	Total	\$1,206.81
	Encumbered	\$0.00	Balance	-\$6.81
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$1,206.81	\$0.00		
Total E 101-41941-325 Internet Service	\$1,206.81	\$0.00		In Balance
E 101-41941-328 Service Contract	Budget	\$490.00	Total	\$511.15
	Encumbered	\$0.00	Balance	-\$21.15
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$511.15	\$0.00		
Total E 101-41941-328 Service Contract	\$511.15	\$0.00		In Balance
E 101-41941-350 Printing & Publishing	Budget	\$250.00	Total	\$264.28
	Encumbered	\$0.00	Balance	-\$14.28
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$264.28	\$0.00		
Total E 101-41941-350 Printing & Publishing	\$264.28	\$0.00		In Balance
E 101-41941-360 Insurance	Budget	\$0.00	Total	\$5,851.00
	Encumbered	\$0.00	Balance	-\$5,851.00
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$5,851.00	\$0.00		
Total E 101-41941-360 Insurance	\$5,851.00	\$0.00		In Balance
E 101-41941-381 Electricity	Budget	\$0.00	Total	\$1,618.44
	Encumbered	\$0.00	Balance	-\$1,618.44
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$1,618.44	\$0.00		
Total E 101-41941-381 Electricity	\$1,618.44	\$0.00		In Balance
E 101-41941-383 Heating Fuel	Budget	\$0.00	Total	\$2,269.26
	Encumbered	\$0.00	Balance	-\$2,269.26
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$2,269.26	\$0.00		
Total E 101-41941-383 Heating Fuel	\$2,269.26	\$0.00		In Balance
E 101-41941-430 Miscellaneous	Budget	\$0.00	Total	\$160.00
	Encumbered	\$0.00	Balance	-\$160.00
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$160.00	\$0.00		
Total E 101-41941-430 Miscellaneous	\$160.00	\$0.00		In Balance
E 101-41941-500 Capital Outlay	Budget	\$12,000.00	Total	\$4,890.93
	Encumbered	\$0.00	Balance	\$7,109.07
History Transactions	Tran Dr	Tran Cr		
Cash Payment	\$4,890.93	\$0.00		
Total E 101-41941-500 Capital Outlay	\$4,890.93	\$0.00		In Balance
Total Expenditure	\$43,313.75	\$0.00	=	\$43,313.75

CITY OF WYKOFF
Revenue/Expenditure
Audit Summary

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Audit 2024 January to 2024 December

Revenue

R 101-41941-34101 Hall Rent Revenue	Budget	\$6,000.00	Total	\$8,606.45
	Encumbered	\$0.00	Balance	-\$2,606.45

History Transactions

	Tran Dr	Tran Cr
Cash Receipt	\$0.00	\$8,606.45

Total R 101-41941-34101 Hall Rent Revenue	\$0.00	\$8,606.45		In Balance
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R 101-41941-36200 Miscellaneous Revenues	Budget	\$0.00	Total	\$64.99
	Encumbered	\$0.00	Balance	-\$64.99

History Transactions

	Tran Dr	Tran Cr
Cash Receipt	\$0.00	\$64.99

Total R 101-41941-36200 Miscellaneous Revenues	\$0.00	\$64.99		In Balance
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Total Revenue	\$0.00	\$8,671.44	=	(\$8,671.44)
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Fund 101	\$43,313.75	\$8,671.44	=	(\$8,671.44)
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City of Wykoff, Minnesota

Computer Use Policy

General Information

This policy serves to protect the security and integrity of the City's electronic communication and information systems by educating employees about appropriate and safe use of available technology resources.

Computers and related equipment used by City employees are property of the City. The City reserves the right to inspect, without notice, all data, emails, files, settings, or any other aspect of a City-owned computer or related system, including personal information created or maintained by an employee. The City may conduct inspections on an as-needed basis as determined by the Council.

Beyond this policy, the city's clerk may distribute information regarding precautions and actions needed to protect City systems; all employees are responsible for reading and following the guidance and directives in these communications.

Personal Use

The City recognizes that some personal use of City-owned computers and related equipment has and will continue to occur. Some controls are necessary, however, to protect the City's equipment and computer network and to prevent abuse of this privilege.

Reasonable, incidental personal use of City computers and software (e.g., word processing, spreadsheets, email, Internet, etc.) is allowed but should never preempt or interfere with work. All use of City computers and software, including personal use, must adhere to provisions in this policy, including the following:

- Employees shall not connect personal peripheral tools or equipment (such as printers, digital cameras, disks, USB drives, or flash cards) to City-owned systems, without prior approval from the City Administrator. If permission to connect these tools/peripherals is granted, the employee must follow provided directions for protecting the City's computer network.
- Personal files should not be stored on City computer equipment. This also applies to personal media files, including but not limited to mp3 files, wav files, movie files, iTunes files, or any other file created by copying a music CD, DVD, or files from the Internet. The City Administrator will delete these types of files if found on the network, computers, or other City-owned equipment. Exceptions would be recordings for which the City has created, owns, purchased, or has a license.
- City equipment or technology shall not be used for personal business interests, for-profit ventures, political activities, or other uses deemed by the City Administrator to be inconsistent with City activities. If there is any question about whether a use is appropriate, it should be forwarded to The City Council for a determination.

Hardware

In general, the City will provide the hardware required for an employee to perform his or her job duties. Requests for new or different equipment should be made to the City Council, who will discuss the request at the next council meeting.

The City will not supply laptop computers based solely on the desire of employees to work offsite. A laptop request form will be required for each laptop deployment, and must be signed off by the employee's supervisor and department head. Laptops will only be issued to employees who: travel frequently and require the use of a full computer while traveling; regularly use their laptop offsite; require a laptop for access to special software or systems; and/or have a documented business need for a laptop.

Only City staff may use City computer equipment. Use of City equipment by family members, friends, or others is strictly prohibited.

Employees are responsible for the proper use and care of City-owned computer equipment. City computer equipment must be secured while off City premises; do not leave computer equipment in an unlocked vehicle or unattended at any offsite facility. Computer equipment should not be exposed to extreme temperature or humidity. If a computer is exposed to extreme heat, cold, or humidity, it should be allowed to achieve normal room temperature and humidity before being turned on.

Software

In general, the City will provide the software required for an employee to perform his or her job duties. Requests for new or different software should be made to the City Administrator, who will forward the request to the Council.

Employees shall not download or install any software on their computer without the prior approval of the City Administrator. Exceptions to this include updates to software approved by Information Technology such as Microsoft updates, or other productivity software updates. The City Administrator may, without notice, remove any unauthorized programs or software, equipment, downloads, or other resources.

Electronic Mail: The City provides employees with an email address for work-related use. Some personal use of the City email system by employees is allowed, provided it does not interfere with an employee's work and is consistent with all City policies.

Employee emails (including those that are personal in nature) may be considered public data for both e-discovery and information requests and may not be protected by privacy laws. Email may also be monitored as directed by the City authorized staff and without notice to the employee.

Employees must adhere to these email guidelines:

- Never transmit an email that you would not want your supervisor, other employees, members, city officials, or the media to read or publish (e.g., avoid gossip, personal information, swearing, etc.).

- Use caution or avoid corresponding by email on confidential communications (e.g., letters of reprimand, correspondence with attorneys, medical information).
- Do not open email attachments or links from an unknown sender. Delete junk or “spam” email without opening it if possible. Do not respond to unknown senders.
- Do not use harassing language (including sexually harassing language) or any other remarks, including insensitive language or derogatory, offensive, or insulting comments or jokes.

Electronic Calendars: A shared calendar environment is provided as part of the City’s email software program. All employees are required to keep their electronic calendar up to date and, at a minimum, must grant all staff the ability to view their calendar.

Instant Messaging: Due to data retention concerns, Instant Messaging (IM) is only allowed for transitory discussions and should be deleted after use. The City only allows IM via (insert designated product here). Employees are not allowed to use IM as a mechanism for personal communication through the City’s computer network or when using City equipment, and are not allowed to download or install any other IM software package on their City computer.

Personal Devices: Employees may choose to use their own equipment to read or compose email or other City data as governed in this policy. Employees understand that by connecting their personal equipment to the City’s email server, their personal devices could be searched during an e-discovery or other court-ordered scenarios, and agree to grant access to their personal devices should such a situation arise.

Security

Passwords: Employees are responsible for maintaining computer/network passwords and must adhere to these guidelines:

- Passwords must be at least eight characters long and include at least three of the following: lowercase character; uppercase character; and a number or non-alpha-numeric character (e.g., *, &, %, etc.). (Example: J0yfu1ly!) Password requirements may be changed as necessary, as determined by the City Administrator.
- Passwords should not be shared or told to other staff. If it is necessary to access an employee’s computer when he or she is absent, contact the City Administrator.
- Passwords should not be stored in any location on or near the computer, or stored electronically such as in a cell phone or other mobile device.

Network access: Non-City-owned computer equipment used in the City’s building should only use the wireless connection to the Internet. Under no circumstances should any non-City-owned equipment be connected to the City’s computer network via a network cable. Exceptions may be granted by City Administrator.

Personal computer equipment may not be connected to the City’s network without prior approval of the City Administrator. Personal equipment may be subject to password requirements or other electronic security measures as determined by the City Administrator.

Remote Access to the Network: Examples of remote access include, but are not limited to: Outlook Web Access (web mail), virtual private network (VPN), Windows Remote Desktop, and Windows Terminal Server connections. While connected to City computer resources remotely, all aspects of the City's Computer Use Policy will apply, including the following:

- Remote access to the City's network requires a request from the City Administrator and approval from the Council. Remote access privileges may be revoked at any time by the City Council.
- If remote access is from a non-City-owned computer, updated anti-virus software must be installed and operational on the computer equipment, and all critical operating system updates must be installed prior to connecting to the City network remotely. Failure to comply could result in the termination of remote access privileges.
- Recreational use of remote connections to the City's network is strictly forbidden. An example of this would be a family member utilizing the City's cellular connection to visit websites.
- Private or confidential data should not be transmitted over an unsecured wireless connection. Wireless connections are not secure and could pose a security risk if used to transmit City passwords or private data while connecting to City resources. Wireless connections include those over cellular networks and wireless access points, regardless of the technology used to connect.

Internet

The following considerations apply to all uses of the Internet:

- Information found on the Internet and used for City work must be verified to be accurate and factually correct.
- Reasonable personal use of the Internet is permitted. Employees may not at any time access inappropriate sites. Some examples of inappropriate sites include but are not limited to adult entertainment, sexually explicit material, or material advocating intolerance of other people, races, or religions. If you are unsure whether a site may include inappropriate information, you should not visit it.
- If an employee's use of the Internet is compromising the integrity of the City's network, the City Administrator may temporarily restrict that employee's access to the Internet. If The City Administrator does restrict access, they will notify the employee, and the City Council as soon as possible, and work with the employee to rectify the situation.
- The City may monitor or restrict any employee's use of the Internet without prior notice, as deemed appropriate by the City Council.

Data Retention

Electronic data should be stored and retained in accordance with the City's records retention schedule.

Storing and Transferring Files: If you are unsure whether an email or other file is a government record for purposes of records retention laws or whether it is considered protected or private, check with the City Administrator. If you are unsure how to create an appropriate file structure for saving and storing electronic information, contact the City Administrator .

Employees must adhere to these guidelines when transferring and storing electronic files:

- All electronic files must be stored on identified network drives and folder locations. The City will not back up documents stored on local computer hard drives, and holds no responsibility for recovery of documents on local computer hard drives should they fail. Files may be temporarily stored on a laptop hard drive when an employee is traveling/offsite; however, the files should be copied to network as soon as possible.
- Electronic files, including emails and business-related materials created on an employee's home or personal computer for City business, must be transferred to and stored in designated locations on the City's network. City-related files should not be stored on an employee's personal computer, unless otherwise defined in this policy.
- All removable storage media (e.g., CD-ROM, flash or USB drive, or other storage media) must be verified to be virus-free before being connected to City equipment.
- Email that constitutes an official record of City business must be kept in accordance with all records retention requirements for the department and should be copied to the network for storage.
- Email that is simple correspondence and not an official record of City business should be deleted (from both the "Inbox" and the "Deleted" box) as soon as possible and should not be retained by employees for more than three months. The City will not retain emails longer than one year on the network or in network back-ups.
- Electronic files or emails that may be classified as protected or private information should be stored in a location on the City's network that is properly secured.

Employee signature

I have received and read the above policy and have had an opportunity to ask any questions. I understand that my failure to follow this policy may result in disciplinary action, including revocation of system privileges or termination.

_____ (Print Employee Name)

_____ (Employee Signature)

_____ (Print Department Name)

_____ (Date)

City of Wykoff Code of Conduct

Introduction

Employees of the City of Wykoff, Council Members, and City Attorney are expected to act lawfully, honestly, ethically, and in the best interests of the city while employed by or serving the City of Wykoff. This code provides some guidelines for business conduct required of Wykoff Personnel. Persons who are unsure whether their conduct or the conduct of other Wykoff Personnel complies with this code should contact the personnel committee. This code applies to all Council Members, Mayor and employees of the City of Wykoff. This code is subject to change and may be amended, supplemented or superseded by one or more separate policies.

If any part of this code conflicts with local laws or regulations, only the sections of this code permitted by applicable laws and regulations will apply. Any policies that are specifically applicable to your jurisdiction will take precedence to the extent they conflict with this code.

Conflicts of Interest

Council Members, Mayor and employees of the City of Wykoff are expected to use their judgment to act, at all times and in all ways, in the best interests of the City while performing their job duties. As such, Wykoff Personnel should attempt to avoid actual or apparent conflicts of interest. A conflict of interest exists when your personal interests interfere with the best interests of Wykoff.

Harassment

The City of Wykoff does not tolerate unlawful harassment or any mistreatment by or of workers, guests, clients in the workplace or in a work-related situation on the basis of sex, race, color, nationality, ethnic or national origin, ancestry, citizenship, religion (or belief, where applicable), age, physical or mental disability, medical condition, sexual orientation, veteran status, marital status, genetic information or characteristics (or those of a family member), or any other category protected under applicable federal, state or local law. If you suspect harassment, discrimination, or retaliation has occurred, you are encouraged to promptly provide a written or oral complaint to the Personnel Committee.

Communications

You should take care to ensure that all business records and communications (including email, texts, and instant messages) are clear and accurate. Please remember that your business communications are public record.

Financial Integrity and Responsibility

Council Members, Mayor and employees of the City of Wykoff are expected to act responsibly and exercise sound judgment with respect to matters involving city finances. If, in the course of your duties, you spend money, enter into contracts, or maintain financial records on behalf of the City of Wykoff, with respect to such duties you must keep accurate and complete records, submit accurate and complete reports as required, and ensure compliance with applicable legal and regulatory requirements.



217 NORTH GOLD STREET ■ P.O. BOX 218 ■ WYKOFF, MN 55990-0218 ■ 507-352-4011

Voting Operations, Technology, & Election Resources (VOTER) Account Agreement Resolution 2025-02

BY AND BETWEEN: Fillmore County

AND: City of Wykoff

WHEREAS, On July 20, 2023, the Office of the Secretary of State completed the electronic transfer of \$1.25 million in electronic payments to counties, of which Fillmore County's share is \$6,610.54, for the Voting Operations, Technology, & Election Resources (VOTER) Account in accordance with the requirements of Minnesota Statutes section 5.305,

And

WHEREAS, Fillmore County has received/will receive \$25,574.88 in 2024 for the VOTER Account funds,

And

WHEREAS, Fillmore County may continue to receive voter funds in future years,

And

WHEREAS, Fillmore County has a good relationship with the local units of government and wishes to work with its local units of government to determine how the funds will be allocated within the county,

And

WHEREAS, Fillmore County currently administers the absentee and mail balloting for all precincts,

And

WHEREAS, Fillmore County pays for all maintenance for all election equipment utilized by the local units of government, organizes and provides training, provides cyber-security and other electronic/data services, and a variety of other duties which the local units of government want them to continue,

And

WHEREAS, Fillmore County and the local unit of government signing this agreement desire that Fillmore County continue to provide the same election services in exchange for keeping the VOTER funds in 2023, 2024, and future years. Furthermore, if either party wishes to terminate this agreement, they must provide 90 day written notice. Written notice to the County shall be given to the Fillmore County Auditor Treasurer. Written notice to the local unit of government shall be given to the City or Township clerk.

And

WHEREAS, Fillmore County and the local unit of government which has signed this agreement acknowledge good and valuable consideration for this agreement and also acknowledge that they have had the opportunity to review this agreement with their respective attorneys and/or legal counsel,

NOW, THEREFORE, BE IT RESOLVED, that the City of Wykoff does hereby agree to allow Fillmore County to retain all Voting Operations, Technology, & Election Resources (VOTER) Account Funds received in 2023, 2024, and future years as long as Fillmore County continues to provide the same or similar election related services for the City of Wykoff in accordance with this agreement.

Adopted this 13th day of January 2025

Motion by _____ and second by _____ for the approval of the foregoing agreement and the same was declared adopted upon unanimous vote of all members present.

Absent: _____

Attested and witnessed:

Becky Schmidt

City Administrator

Ryan Breckenridge

Mayo



CITY OF Wykoff

217 NORTH GOLD STREET ■ P.O. BOX 218 ■ WYKOFF, MN 55990-0218 ■ 507-352-4011

RESOLUTION NO. 2025-03 A RESOLUTION ACCEPTING A DONATION TO THE CITY.

WHEREAS, the City of Wykoff is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 et seq. for the benefit of its citizens and is specifically authorized to accept gifts.

WHEREAS, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Bob and Margaret Cole	\$100.00
Ramaker Families	\$564.00
Joe and Amy Mulhern	\$100.00
Kruegels Inc.	\$100.00

WHEREAS, all such donations have been contributed to the city for the Wykoff Fire Dept. and First Responders

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

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

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.

Roll Call Vote

Jeff Hare
Barb Fate
Ryan Breckenridge
Jane Baker
Kaleb Himli

Passed by the City Council of Wykoff, Minnesota this 13th day of January, 2024.

Mayor

Attested:

City Administrator

Proposal

ENGLISH ELECTRIC

107 E Main St PO BOX 66
Racine, MN 55967
Ph: 507-533-0051
EnglishElectric@ymail.com

Full Service
Electrical Contractor
Residential - Farm -
Commercial - Service

Proposal for Wykoff Community Center

Job Description: LED Lamp Upgrade

Address Wykoff, MN

Proposal No: 1

Phone:

Date: 12/05/2024

104-Upgrade 52 four foot
fixtures (104 lamps) to LED
lamps
2-upgrade 1 two foot fixture (2
lamps) to LED lamps

Shop Building

2-install 2 outlets
1-change out 1 GFCI outlet

-disposal of fluorescent lamps
included
-LED lamps included

-permit included

Work will be complete in a workmanlike manner and material
will be supplied for the estimate specified above for a
total of.....

\$4,709.00

Payment will be made by 50% of total due upon acceptance
of proposal and the remaining due at completion of job.

The work and prices stated above are accepted and English Electric is
authorized to do the work as specified. Any changes in the work
specified above that alters the total cost will result in an extra or a credit.
Labor warranty 1 year.
This proposal may be withdrawn if not accepted within 7 days.

Signature: _____ Date: _____

Fully Insured/Licensed/Bonded EA677496

City of Wykoff
WYKOFF ECONOMIC DEVELOPMENT AUTHORITY (EDA)

REVOLVING LOAN FUND APPLICATION

PLEASE FULLY COMPLETE THIS APPLICATION. ALL APPLICABLE INFORMATION IS REQUIRED TO PROCESS YOUR APPLICATION.

PLEASE SELECT ONE:

☒ New Application ☐ Re-Application

I. APPLICATION INFORMATION

NAME OF APPLICANT(S): DimCats LLC dba The Gateway Cafe

PROPOSED GUARANTOR (IF APPLICABLE): All three owners

FEDERAL ID # 99-4276837 SSN: _____

HOME ADDRESS OF CONTACT PERSON:

118 GOLD ST N Wykoff MN 55990
STREET CITY STATE ZIP

TELEPHONE #: 254-978-0466 507-352-4221
HOME WORK

II. PROPERTY INFORMATION

ADDRESS OF APPLICANT(S) PROPERTY: 118 Gold St N

Wykoff MN

BUSINESS NAME: The Gateway Cafe

ESTIMATED DATE OF CONSTRUCTION: March 1, 2025

ESTIMATED CURRENT TAX MARKET VALUE: \$ 79,000

OWNER'S VALUE ESTIMATE: \$ 160,000 upon completion
of 2nd floor 3 bdr/3ba
apartment, Mid-Late
2025

City of Wykoff

P.O. Box 218, Wykoff, MN 55990 (507) 352-4011 Fax (507) 352-2415

**REVOLVING LOAN PROGRAM
APPLICATION**

NAME: DIM CATS LLC dba The Gateway Cafe

ADDRESS: 118 GOLD ST N

CITY/STATE/ZIP: Wykoff, MN 55990

TOTAL PROJECT COST: _____

PROJECT DESCRIPTION: Ongoing update and improvements
of building located at 118 GOLD ST N. Including but not limited
to an elevator that will allow movement of goods and materials.
Rebuilding basement stairs per insurance co request. Update
bar area wiring & basement wiring. Install new flooring in
dining room.

III. PROPERTY OWNERSHIP INFORMATION

OWNERSHIP INTEREST IN THE PROPERTY:

CONTRACT FOR DEED

MORTGAGE PRINCIPAL

LESSEE

TERMS OF LEASE

100% clear title

\$

OWNERSHIP INTEREST OF ALL PARTIES NAMED ON THE PROPERTY TITLE:

NAME

Dim Cats LLC dba The Gateway Cafe

INTEREST

100%

IV. INTENDED USES OF REQUESTED FUNDING

EXTERIOR:

EST. COST \$

EST. COST \$

SIGNAGE:

New sign with lights

EST. COST \$ 825.00

HEAT/AC:

EST. COST \$

ELECTRIC:

improvements ^{-rewire bar Area.} add washer

EST. COST \$ 1,226.00

PLUMBING:

drain for washer

EST. COST \$ 200.00

INTERIOR:

^{Purchase #} INSTALL ELEVATOR

EST. COST \$ 11,500.00

OTHER:

Rebuild basement stairs

EST. COST \$ 2,100.00

Building support stabilization

8,460.00

ESTIMATED TOTAL PROJECT COST

\$ 29,711.00

V. PROJECT FUNDING (SOURCES)

TOTAL PROJECT COSTS	\$ <u>29,711⁰⁰</u>	<u>100%</u>
REQUESTED EDA LOAN AMOUNT	\$ <u>25,000⁰⁰</u>	<u>84 %</u>
APPLICANT FUNDS	\$ <u>4,711⁰⁰</u>	<u>16 %</u>

VI. OTHER REQUIRED ATTACHMENTS

- A. BUSINESS PLAN SHOWING A CAPACITY TO REPAY THE LOAN
- B. PERSONAL FINANCIAL STATEMENTS AND PERSONAL GUARANTEE OF ALL PRINCIPALS
- C. COMPLETE BUSINESS AND EMPLOYMENT HISTORY.
- D. BUSINESS RELATED REFERENCES.
- E. CORPORATE RESOLUTION (IF APPLICABLE)
- F. MOST CURRENT PROPERTY TAX STATEMENT
- G. LETTER OF GOOD STANDING FROM FINANCIAL INSTITUTION

VII. CERTIFICATION

HAVE YOU EVER GONE THROUGH BANKRUPTCY?
IF YES, WHEN? ☐ YES ☒ NO

HAVE YOU EVER HAD A JUDGMENT AGAINST YOU? ☐ YES ☒ NO

ARE ANY ASSETS PLEDGED OR DEBTS SECURED
EXCEPT AS SHOWN ON THIS APPLICATION?
IF YES, WHAT? ☐ YES ☒ NO

ARE THERE ANY PAST DUE REAL ESTATE TAXES
AGAINST THIS PROPERTY? ☐ YES ☒ NO

IF THE ANSWER TO ANY OF THE PREVIOUS QUESTION WAS "YES", PLEASE
EXPLAIN:

TENNESSEN WARNING: DATA PRIVACY STATEMENT

IN ACCORDANCE WITH THE MINNESOTA GOVERNMENT DATA PRACTICES ACT, THE ECONOMIC DEVELOPMENT AGENCY OF THE CITY OF WYKOFF (EDA) IS REQUIRED TO INFORM YOU OF YOUR RIGHTS AS THEY PERTAIN TO PRIVATE INFORMATION COLLECTED FROM YOU. PRIVATE DATA IS THAT INFORMATION WHICH IS AVAILABLE TO YOU FROM THE EDA BUT IS NOT AVAILABLE TO THE PUBLIC. THE PERSONAL INFORMATION THE EDA COLLECTS ABOUT YOU IS GENERALLY CONSIDERED PRIVATE.

THE INFORMATION COLLECTED FROM YOU, AS PART OF THE ATTACHED APPLICATION WILL BE USED TO DETERMINE YOUR ELIGIBILITY FOR THE REVOLVING LOAN PROGRAM. YOU ARE NOT REQUIRED TO GIVE THE INFORMATION, BUT IF YOU DO NOT, THE EDA WILL NOT BE ABLE TO DETERMINE YOUR ELIGIBILITY FOR A LOAN.

THE PRIVATE DATA WE COLLECT WILL BE DISSEMINATED AND USED ONLY WHEN IT IS REQUIRED FOR ADMINISTRATION AND MANAGEMENT OF THE LOAN PROGRAM. PERSONS OR AGENCIES WITH WHOM THIS INFORMATION MAY BE SHARED INCLUDE:

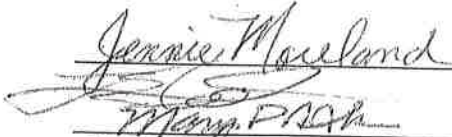
1. EDA/CITY STAFF PERSONS INVOLVED IN ADMINISTRATION OF THE LOAN PROGRAM.
2. AUDITORS WHO PERFORM REQUIRED AUDITS OF THE EDA/CITY PROGRAMS.
3. AUTHORIZED PERSONNEL FROM THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OR OTHER STATE AND FEDERAL AGENCIES PROVIDING FUNDING ASSISTANCE TO YOU.
4. THOSE PERSONS WHOM YOU AUTHORIZE TO SEE THE DATA.
5. LAW ENFORCEMENT PERSONNEL IN THE CASE OF SUSPECTED FRAUD.

UNLESS OTHERWISE AUTHORIZED BY STATE STATUTE OR FEDERAL LAW, OTHER GOVERNMENT AGENCIES USING THE PRIVATE DATA MUST ALSO TREAT IT AS PRIVATE. YOU HAVE THE FOLLOWING RIGHTS:


1. THE RIGHT TO SEE AND OBTAIN COPIES OF THE DATA MAINTAINED ON YOU.
2. THE RIGHT TO BE TOLD THE CONTENTS AND MEANING OF THE DATA, AND
3. THE RIGHT TO CONTEST THE ACCURACY AND COMPLETENESS OF THE DATA.

TO EXERCISE THESE RIGHTS, CONTACT THE CITY OF WYKOFF, PO BOX 218, WYKOFF, MN 55990 507-352-4011

APPLICANT (S):


Jennie Macdonald

DATE: 1/2/25

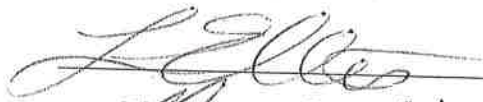
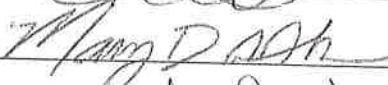
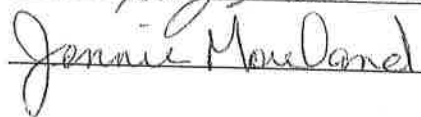

Mary P. P. P.

DATE: 1/1/25
1/9/23

I/WE CERTIFY THAT ALL STATEMENTS ON THIS APPLICATION ARE TRUE AND CORRECT TO THE BEST OF MY/OUR KNOWLEDGE. I/WE UNDERSTAND THAT ANY INTENTIONAL

MISSTATEMENTS WILL BE GROUNDS FOR DISQUALIFICATION. I/WE AUTHORIZE AND AGREE TO PROVIDE TO THE EDA REASONABLE ACCESS TO INFORMATION AND REASONABLE ACCESS TO CONSTRUCTION PROJECT SITE TO ALLOW THE EDA TO MONITOR PROJECT IMPLEMENTATION FOR COMPLIANCE WITH PROGRAM OBJECTIVES AND LOAN GUIDELINES.

APPLICANT (S):

	DATE: <u>1/1/2025</u>
	DATE: <u>1/9/2025</u>
	DATE: <u>9 JAN 2025</u>

**CONTRACT FOR COLLECTION AND TRANSPORTATION
OF RESIDENTIAL SOLID WASTE AND SINGLE SORT RECYCLING FOR THE CITY OF WYKOFF, MINNESOTA**

This Contract for Collection, Transportation and Processing of Residential Solid Waste and Single-Sort Recycling for the City of Wykoff, Minnesota (the "Agreement") is entered into on May 1st, 2022 (the "Effective Date"), by and between the City of Wykoff, a municipal corporation created under the laws of the State of Minnesota ("City"), and Waste Management of Minnesota, Inc. ("WM"), a Minnesota corporation.

Recitals

- A. The City desires to provide its citizens with environmentally sound Solid Waste and single-sort recycling collection and processing;
- B. WM and its affiliates have extensive experience in providing Solid Waste and single-sort recycling collection and processing; and
- C. The City has determined that it would be in the best interests of its citizens to contract with WM for the collection of its residential solid waste and single-sort recycling materials according to the terms and conditions contained herein.

Agreements

I. DEFINITIONS

- a. Recyclables or Recyclable Materials – are defined in Exhibit A. Title to Recyclable Materials shall transfer to WM upon collection in WM vehicles.
- b. Residential Unit – shall mean a dwelling within the corporate limits of the City. Apartment or condominium buildings with four (4) or more individual dwellings shall not be considered Residential Units.
- c. Acceptable Waste- Shall mean all non- hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein. As used herein, the term "waste" shall mean Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to WM upon collection in WM vehicles.
- d. Excluded Waste- Shall mean, without limitation, any regulated quantity of Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are unable to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction or demolition waste; soil, sod, tree branches and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events tornados or severe storms; or any item too large or heavy to be contained within a 96-gallon toter. Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.

II. TERM

The Term of this Agreement shall be for Three (3) years commencing on 5/1/2022, and expiring 4/30/2025, and thereafter shall automatically renew for successive three (3) year renewal terms, unless either Party gives the other at least ninety (90) days', but no more than 180 days', advance written notice of the intention to terminate the Agreement at the end of the then-current term. All notices shall be served by certified mail, return receipt requested, or by a nationally recognized overnight courier service.

III. SERVICES

a. WM shall furnish, at its sole cost and expense, the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Solid Waste and Recycling Services to all Residential Units in the City (the "Service(s)"). As part of the Service, WM shall:

- i. Toter Supply. Each Residential Unit will be provided their choice of 32, 64, and 96-gallon toters for Acceptable Solid Waste, and a 64-gallon toter for Acceptable Single Sort Recycling. The toters and equipment WM may furnish Residents and the City shall remain WM's property.
- ii. Acceptable Solid Waste and Recycling Materials Collection, Frequency, Days and Times. Acceptable Solid Waste Materials shall be collected 1 time per week from each Residential Unit on a weekday. Acceptable Recycling Materials shall be collected 1 time every other week. Collections shall occur during ordinary hours but in no instance earlier than 7 am. All toters must be placed at the curb for collection no later than 7:00 A.M. on the scheduled day of collection.
- iii. Exclusions from the Service – Notwithstanding anything to the contrary herein, the Service shall not include yard waste collection, bulk or white goods collection, construction or demolition waste collection.
- iv. Transportation and Processing. WM shall transport Acceptable Recycling Materials to a Materials Recovery facility (MRF), which processes of single-sort recycling materials. The MRF will be licensed and permitted to accept such recyclable materials. WM shall dispose or arrange to dispose of the Acceptable Solid Waste collected under this agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste.
- v. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a designated holiday falls on or before a regularly scheduled Service day, the Service will be performed on the next day.
- vi. Toter Replacement. WM shall replace at no charge to the City or Resident any toter that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear. However, if a toter is lost, stolen, damaged, or destroyed through no fault of WM, the Residential Unit shall be responsible to compensate WM the fair market value for the replacement of such toter. Each Residential Unit shall be billed separately for such replacement cost.

b. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances.

c. Personnel and Equipment. The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner.

d. Complaints and Missed Pick-Ups. All complaints as to WM's provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. WM shall attempt to resolve all complaints promptly and shall cure all missed pick-ups that are not the result of *force majeure* events.

e. Anti-Discrimination. In performing the Service, WM shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.

f. Exclusive. The City grants the exclusive right to perform the residential services set forth in this Agreement. The City agrees to not allow anyone other than WM to engage in the collection of residential solid waste or recycling collection within the City.

IV. COLLECTION POINTS AND ADJUSTMENTS

The count at the commencement of this Agreement hereunder shall be 176 residential collection points requiring totter service. Prior to the initial billing, WM reserves the right to verify the collection points.

V. FEES AND PAYMENTS

a. Service Fee per Residential Unit. The fees to be paid by each Resident to WM hereunder are based on the collection of one (1) Acceptable Solid Waste totter and one (1) Recyclable Materials totter per Residential Unit, placed at the curbside, at the frequency identified in this Agreement. The fees for Acceptable Solid Waste service per residential unit, per month, are as follows; 64- gallon totter serviced every other week (\$12.84), 96-gallon totter serviced every other week (\$15.17), 32-gallon totter serviced weekly (\$14.71) 64-gallon totter serviced weekly (\$17.24) 96-gallon totter serviced weekly (\$20.29) The fee for Single Sort Recycling Service per Residential Unit, per month, shall be six dollars and zero cents (\$6.00). The monthly fee paid to WM by each Resident shall be calculated based upon the current solid waste service level, plus the cost of the Single Sort Recycling Service. Prices given shall remain flat for the first (12) months of the contract. All additional requested carts shall be at the current rate for the cart requested.

b. Annual Rate Adjustment. Rates shall be adjusted annually on the anniversary date of the contract. The adjustment starting in year two of the Agreement shall be 3%.

c. Invoices and Payment. Invoices shall be submitted by WM on a quarterly basis. The Resident shall have thirty (30) days from the invoice date to remit payment in full. Payment by Resident shall be made by check or wire transfer or ACH debit. The maximum interest permitted by law shall be applied to balances due and unpaid after more than thirty (30) days beyond the due date. In addition, WM may suspend a Residential Unit's services in the event an invoice is at least fifteen (15) days past due (i.e., at least 45 days from the invoice date). In the event Wm suspends a resident's services due to the Residents's non-payment, WM may charge the resident an auto-resume fee upon resumption for suspended service in order to recover the necessary administrative costs associated with suspending and resuming services (e.g., notifying route managers and drivers to the service suspension as well as the reinstatement of service, operational systems management required to suppress and resume services, etc.)

d. Changes in Law. Notwithstanding anything to the contrary in this Agreement, WM shall be entitled to pass through to, and collect from, the Residents any additional collection, transportation or processing costs, taxes, or surcharges incurred by WM as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation and processing of solid waste or recyclables.

e. Additional Services. WM shall provide no-charge solid waste service to all City owned properties. WM shall provide no-charge solid waste service for all City sponsored events. WM shall provide walk up service for those residents with physical limitations for no additional charge. The need for service will be determined by the City and WM with the totter being no more than 100 feet from the curb and visible from the curb.

f. Annual Clean Up. WM will provide two 30-yard roll-off containers for one clean up per year at \$180.00 per haul and for the current price of disposal.

VI. DEFAULT AND TERMINATION

Except as otherwise provided in the *Force Majeure* provision of this Agreement, the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party

fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

VII. FORCE MAJEURE

WM's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, WM shall notify the City immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

VIII. INDEMNIFICATION

a. The City agrees to indemnify, defend, and hold WM harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the City's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the City, its Residents, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. WM agrees to indemnify, defend, and hold the City harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of WM, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provisions to the contrary, WM shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

IX. MISCELLANEOUS PROVISIONS

a. Independent Contractor. WM shall perform the Service as an independent contractor. WM, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. WM at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control WM, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which WM shall perform its obligations under the Agreement.

b. Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.

c. Insurance. WM shall maintain, at its own cost and expense, adequate insurance policies from licensed carriers covering the Services, including, but not limited to, Commercial General Liability and Commercial Automobile Liability policies.

d. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.

e. Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

f. Severance. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.

g. Choice of Law. This Agreement shall be governed by Minnesota law, without regard to choice of law rules.

h. Assignment. Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that WM may assign its rights and obligations under this Agreement to any WM affiliate without the City's consent. An assignment shall not relieve the assignee of any obligations under this Agreement.

i. Notice. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties.

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date indicated above.

Waste Management of Minnesota, Inc.

City of Wykoff, Minnesota

Signature: _____

Signature: _____

Printed

Printed

Name: _____

Name: _____

Title: _____

Chuck Rynda
Area Finance Director

Title: _____

Exhibit A Single-Sort Recycling

The list of items below represents the current materials currently being accepted by WM as Recyclables. This list may expand or contract due to market conditions.

Acceptable Recyclables ("Recyclables")	Unacceptable Materials
Aluminum food and beverage containers (cans)	Microwave trays
Glass food and beverage containers – brown, clear, or green	Mirrors Window or auto glass
Ferrous (Iron) cans PET plastic containers with the symbol #1 – with screw tops only, with caps left on container	Light Bulbs
HDPE natural plastic containers with the symbol #2 – (milk and water bottles)	Ceramics, Porcelain
HDPE pigmented plastic containers with the symbol #2, without caps (detergent, shampoo bottles, etc.)	Scrap metal
Plastics with symbols #3, #4, #5, #6, #7-narrow and screw top containers—with caps left on	Plastics unnumbered
Newsprint and inserts, envelopes	Plastic bags, plastic films, plastic wrap, miscellaneous scrap plastic
Old corrugated cardboard (flattened)	Coat hangers, garden hose
Magazines and Mail	Glass cookware/bakeware
Catalogs and Telephone books	Household items such as cooking pots, toasters, etc.
Cereal boxes	Foam Cups and Containers
Printer paper and copier paper	Electronics, Batteries, household hazardous waste
All other office paper without wax liners, envelopes	Sharps (needles)
Dairy and juice cartons	*Other items not deemed acceptable

I. Additional Specifications

- a. All glass containers must be empty and free of metal caps and rings and contain less than 5% food debris.
- b. All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
- c. All aerosol cans must be empty with less than 5% content
- d. All plastic containers must be empty, caps left on; less than 5% food debris.
- e. All Fiber must be dry and free of food debris and other contaminating material.
- f. Tissues, paper towels or other paper that has been in contact with food is not acceptable.

- II. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not:
 - a. Materially impair the strength or the durability of the WM's structures or equipment;
 - b. Create flammable or explosive conditions in WM's facilities;
 - c. Contain dry cell batteries of lead acid batteries;
 - d. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of WM's property, its personnel or the public; or,
 - e. Contain Excluded Waste as defined in the Agreement.
- III. If loads of the mixed recyclables materials do not meet WM's specifications for acceptable recyclables or are otherwise not properly segregated from the waste, WM shall have the right to reject the load in whole or in part, or to handle the contaminated load and impose additional reasonable charges on the City or Resident.
- IV. Upon written notice to the City, WM may discontinue acceptance of any category of recyclable materials as a result of market conditions related to such materials

From: Laccen Comstock <laccenc@harters.net>
Sent: Monday, January 6, 2025 11:03 AM
To: cityhall@cityofwykoff.gov
Subject: Wykoff Residential Trash & Recycling Contract

Good Morning,

This is Laccen from Harter's Disposal of MN. I just spoke with you over the phone about Wykoff's residential trash & recycling RFP coming up. We are very interested in submitting a proposal. If you could send me over the proposal information/specs when you have it ready that would be much appreciated!

P.S. I did see in the contract that it states the following excerpt. Just wanted to make you aware so that you don't get stuck in another 3 year contract if you don't want to!

II. TERM

The Term of this Agreement shall be for Three (3) years commencing on 5/1/2022, and expiring 4/30/2025, and thereafter shall automatically renew for successive three (3) year renewal terms, unless either Party gives the other at least ninety (90) days', but no more than 180 days', advance written notice of the intention to terminate the Agreement at the end of the then-current term. All notices shall be served by certified mail, return receipt requested, or by a nationally recognized overnight courier service.

Thanks!

Laccen Comstock



2225 US 63
Stewartville, MN 55976
Office: (507) 910-8053
Email: laccenc@harters.net
Web: www.hartersdisposal.com

Cityhall@cityofwykoff.gov

From: Mike Huizenga <MHuizenga@gssmidwest.com>
Sent: Monday, December 23, 2024 10:12 AM
To: cityhall@cityofwykoff.gov
Cc: Mike Huizenga
Subject: RE: City of Wykoff, MN - Fillmore County - Jurisdiction Question for Telecom Projects

Hi Rebecca,

Thank you for sending all this. I can't seem to find anything related to telecom towers in any of the attached documents.

Do you happen to know if the City of Wykoff has zoning for telecom towers? Or maybe a better question is: Does the City allow telecom towers, and if so, what is the process by which approval for a telecom project is obtained?

Again, any help you may be able to provide would be greatly appreciated. Thanks, Rebecca.

Mike Huizenga
Project Manager



3311 109th Street
Urbandale, IA 50322
(515) 238-6696
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From: Cityhall@cityofwykoff.gov <Cityhall@cityofwykoff.gov>
Sent: Monday, December 23, 2024 9:26 AM
To: Mike Huizenga <MHuizenga@gssmidwest.com>
Subject: RE: City of Wykoff, MN - Fillmore County - Jurisdiction Question for Telecom Projects

I only have them in sections which I have attached.

Rebecca Schmidt
City Administrator
City of Wykoff
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106 N Gold Str.
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