## AGENDA WYKOFF CITY COUNCIL

February 10, 2025

- 1. CALL MEETING TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. APPROVAL OF AGENDA
- 4. APPROVAL OF CONSENT AGENDA:
  - 1. APPROVAL OF MINUTES- Regular Meeting January 14, 2025, Special Meeting January 20, 2025
  - 2. APPROVAL OF BILLS
  - 3. APPROVAL OF TREASURER'S REPORT
- 5. VISITORS

## Smith Schafer

## 6. COMMITTEE REPORTS

- 1. WWTP-Rick Whitney, Ryan Breckenridge, Jeff Hare
- 2. Fire Dept.-Mike Lund
- 3. First Responders- Cory Bremseth
- 4. Personnel Committee-Barb Fate and Kaleb Himli
- 5. Streets-Mayor and Kalib Himli, Jane Baker
- 6. Community Education -Barb Fate and Jane Baker
- 7. Park and Recreation, Joint Trails Board Representatives-Kalib Himli and Jeff Hare
- 8. Zoning-

a. Vacating Alley Petition Request & Application with Supporting Documents Set new date

- 9. Sheriff's Report-
- 10. Mayor's Report

## 7. Old Business

- a) Update on Grant Application for Library Funds
- b) Arvig Right of Way Permit Application
- c) Revolving Loan Update The Gateway
- d) Emailing Statements Update
- e) Wireless Tower Request
- f) New Siren Update

## 8. New Business

- a) Maier Tree Renewal
- b) Alex Air Estimate
- c) Resolution 2025-5 2025 Street Bids
- d) MiEnergy Fire Bill

## 9. ADJOURNMENT

## Payments

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Payments Batch 020325PAY \$128,7	790.20		
Refer 1532 ARVIG			
Cash Payment E 101-41400-321 Cellphone/Telephone Invoice			\$50.4
Cash Payment E 101-41400-325 Internet Service Invoice			\$75.2
Cash Payment E 260-45176-325 Internet Service Invoice			\$85.9
Cash Payment E 240-42200-325 Internet Service Invoice			\$46.0
Cash Payment E 101-42200-325 Internet Service Invoice			\$46.0
Cash Payment E 101-41941-325 Internet Service Invoice			\$86.9
Transaction Date 2/3/2025	SECURITY STATE B 10100	Total	\$390.8
Refer 1533 ACTIVE911, INC			-
Cash Payment E 101-42200-436 Contracted Services Invoice 607026 2/3/2025			\$200.0
Cash Payment E 230-42153-436 Contracted Services Invoice 607026 2/3/2025			\$56.7
Cash Payment E 240-42200-436 Contracted Services Invoice 607026 2/3/2025			\$200.0
Transaction Date 2/3/2025	SECURITY STATE B 10100	Total	\$456.7
Refer 1534 American Waterworks			
Cash Payment E 406-42200-500 Capital Outlay Invoice 93123 2/3/2025	Stabilization of building		\$22,967.4
Transaction Date 2/3/2025	SECURITY STATE B 10100	Total	\$22,967.4
Refer 1535 BADGER METER			
Cash Payment E 601-49430-328 Service Contract Invoice 80183451			\$111.5
Transaction Date 2/3/2025	SECURITY STATE B 10100	Total	\$111.5
Refer 1536 FILLMORE COUNTY AUDITOR TRE	1		
Cash Payment E 601-49400-200 Office Supplies Invoice 2/3/2025	Special Assessment Fee		\$25.0
Cash Payment E 602-49490-200 Office Supplies Invoice 2/3/2025	Special Assessment Fee		\$25.0
Transaction Date 2/3/2025	SECURITY STATE B 10100	Total	\$50.0
Refer 1537 FILLMORE COUNTY SHERIFF	-		
Cash Payment E 101-42100-436 Contracted Services Invoice 2025 Fee 2/3/2025	2025 Contract		\$22,932.9
Invoice 2025 Fee 2/3/2025 Fransaction Date 2/3/2025	SECURITY STATE B 10100	Total	\$22,932.9
Refer 1538 GREAT AMERICA FINANCIAL SER			ΨΖΖ, ΟΟΖ. Ο
Cash Payment E 101-41400-329 Lease	Printer lease		\$98.7
Transaction Date 2/3/2025	SECURITY STATE B 10100	Total	\$98.7
Refer 1539 HAWKINS, INC.			

## Payments

#### Current Period: January 2025

Invoice 6961525	5	2/3/2025	r		\$10.0
Transaction Date	2/3/2025		SECURITY STATE B 10100	Total	\$10.0
Refer 15	540 LEAGUE OF	MINNESOTA CITIES	11		
Cash Payment			community center		\$3,538.0
Invoice		2/3/2025	,		ψ0,000.0
Cash Payment	E 101-42200-360	Insurance	fire station		\$1,007.0
Invoice		2/3/2025			<b>\$1,001</b>
Cash Payment	E 240-42200-360	Insurance	fire station		\$1,007.0
Invoice		2/3/2025			• .,•••
Cash Payment	E 601-49430-360	Insurance	water tower		\$1,150.0
Invoice		2/3/2025			
Cash Payment	E 601-49430-360	Insurance	Well #4		\$382.0
Invoice		2/3/2025			
Cash Payment	E 101-41944-360	Insurance	City Shed		\$1,123.0
Invoice		2/3/2025	•		<i>+</i> 1,12010
Cash Payment	E 101-45200-360	Insurance	picnic shelter playgrounds		\$398.0
Invoice		2/3/2025	P		φ000.0
Cash Payment	E 260-45172-360	Insurance	Ed's		\$1,172.0
Invoice		2/3/2025			ψι, ι / Ζ. (
Cash Payment	E 101-42500-360	Insurance	sirens		\$264.0
Invoice		2/3/2025			ψ204.0
Cash Payment	E 101-43100-360		Street lights Salt Building		\$604.0
Invoice		2/3/2025	eneer igne ear baileing		φ004.0
Cash Payment	E 260-45176-360		Jail house		\$340.0
Invoice		2/3/2025			φ <b>υ</b> +0.0
Cash Payment	E 602-49480-360		WWTP		\$4,905.0
Invoice		2/3/2025			ψ4,900.0
Cash Payment	E 101-45128-360		Dugouts		\$66.0
Invoice		2/3/2025	24304.0		φ00.0
Cash Payment	E 101-41400-360		office		\$47.0
Invoice		2/3/2025			φ47.0
Cash Payment	E 101-00000-360		liability		\$5,210.0
Invoice		2/3/2025	hability		φ <u></u> σ,∠10.0
Cash Payment	E 101-42200-360		Fire vehicles		\$820.5
nvoice		2/3/2025			φο20.0
Cash Payment	E 240-42200-360		2025 Insurance		\$820.5
nvoice		2/3/2025			ψ020.0
	E 101-43125-360		2025 Insurance		\$750.0
nvoice		2/3/2025			φ/30.0
Cash Payment	E 230-42153-360		2025 Insurance		\$329.0
nvoice		2/3/2025			\$329.U
ransaction Date			SECURITY STATE B 10100	Total	\$23,933.0
Refer 15	41 BECKY SCHI				ψ20,900.0
		Operating Supplies	- Eire Startore		<b>#C C</b>
nvoice January2		2/6/2025	Fire Starters		\$6.6
		Operating Supplies	Softballs		\$14.3

## Payments

### Current Period: January 2025

Cash Payment E 601-49430-240 Small Tools and Minor Invoice January2025 2/6/2025	E Marking flags		\$8.80
Cash Payment E 101-41400-200 Office Supplies	Packet Envleopes		\$6.60
Invoice January2025 2/6/2025 Cash Payment E 101-41400-321 Cellphone/Telephone	phone		\$50.00
Invoice January2025 2/6/2025 Cash Payment E 101-41941-211 Cleaning Supplies	Garbage Bags		\$29.16
Invoice January2025         2/6/2025           Transaction Date         2/6/2025			
	SECURITY STATE B 10100	Total	\$115.46
Refer1542SPRING VALLEY ACE HARDWARECash PaymentE 101-41944-240Small Tools and Minor	- F supplies		<b>644 57</b>
Invoice 199456			\$11.57
Transaction Date 2/6/2025	SECURITY STATE B 10100	Total	\$11.57
Refer 1543 VOL. FIREFIGHTERS BENEFIT ASS	-		
Cash Payment E 240-42200-360 Insurance Invoice 2025	1/2 2003 INS 20@10.00		\$100.00
Cash Payment E 101-42200-360 Insurance Invoice 2025	1/2 2003 INS 20@10.00		\$100.00
Transaction Date 2/6/2025	SECURITY STATE B 10100	Total	\$200.00
Refer 1544 MINNESOTA UI			
Cash Payment E 101-00000-130 Insurance-Employer Pa Invoice 7880287 2/6/2025	ai ID # 7980287		\$3.46
Transaction Date 2/6/2025	SECURITY STATE B 10100	Total	\$3.46
Refer 1545 PLUNKETTS PEST CONTROL			
Cash Payment E 101-41941-328 Service Contract Invoice 8980292 2/6/2025	Pest Control		\$531.59
Transaction Date 2/6/2025	SECURITY STATE B 10100	Total	\$531.59
Refer 1548 GOPHER STATE ONE-CALL, INC			
Cash Payment E 601-41540-300 Professional Services Invoice 5010865 2/6/2025	Locating fees		\$54.05
Transaction Date 2/6/2025	SECURITY STATE B 10100	Total	\$54.05
Refer 1549 MID AMERICA BACKFLOW PREVE			
Cash Payment E 601-41540-300 Professional Services	Testing		\$200.00
Invoice 24-0350D 2/6/2025			
Transaction Date 2/6/2025	SECURITY STATE B 10100	Total	\$200.00
Refer 1550 NETHERCUT-SCHIEBER ATTORNE	-		
Cash Payment E 101-41600-300 Professional Services	Legal fees		\$192.50
Invoice January2025 2/6/2025			
Transaction Date 2/6/2025	SECURITY STATE B 10100	Total	\$192.50
Refer 1551 MN PUBLIC FACILITIES AUTHORIT			
Cash Payment E 601-47000-610 Debt Service Interest Invoice 2/20/25	Interest		\$392.00
Transaction Date 2/6/2025	SECURITY STATE B 10100	Total	\$392.00
Refer 1552 FILLMORE COUNTY JOURNAL			
Cash Payment E 101-41700-350 Printing & Publishing Invoice 176568 2/6/2025	Zoning hearing		\$251.64

## Payments

#### Current Period: January 2025

A STATISTICS THE REAL PROPERTY AND A STATE OF A STATE O			
Cash Payment E 101-41941-350 Printing & Publishing	Wedding ad		\$207.27
Invoice jan2025 2/6/2025 Cash Payment E 260-45176-350 Printing & Publishing	Weedding Ad		\$207.27
Invoice jan2025         2/6/2025           Cash Payment         E 101-43200-350         Printing & Publishing           Invoice jan2025         2/6/2025	Garbage bid		\$94.60
Cash Payment         E 101-41941-350         Printing & Publishing           Invoice jan2025         2/6/2025	Public Hearing for alley		\$179.74
Transaction Date 2/6/2025	SECURITY STATE B 10100	Total	\$940.52
Refer 1553 OCONNELL EXCAVATING AND SN			
Cash Payment E 601-49430-221 Equipment Repair & Ma Invoice 4507 2/6/2025			\$4,235.92
Transaction Date 2/6/2025	SECURITY STATE B 10100	Total	\$4,235.92
Refer 1554 RIVERLAND COMMUNITY COLLEG	1		
Cash Payment E 101-42200-330 Transportation & Educa			\$3,270.00
Invoice 1274130 2/6/2025			
Cash Payment E 240-42200-330 Transportation & Educa Invoice 1274130 2/6/2025	at		\$3,270.00
Transaction Date 2/6/2025	SECURITY STATE B 10100	Total	\$6,540.00
Refer 1555 stantec			
Cash Payment E 408-43100-303 Engineering Fees Invoice 2/6/2025	2025 Street Project		\$26,319.61
Transaction Date 2/6/2025	SECURITY STATE B 10100	Total	\$26,319.61
Refer 1556 SMITH SCHAFER & ASSOCIATES			
Cash PaymentE 101-41540-300Professional ServicesInvoice 359572/6/2025	2024 audit		\$16,000.00
Transaction Date 2/6/2025	SECURITY STATE B 10100	Total	\$16,000.00
Refer 1557 TEAM LABORATORY CHEMICAL C			
Cash Payment E 602-49480-216 Chemicals and Chem F	Pr		\$574.50
Invoice 44808 2/6/2025		_	
Transaction Date 2/6/2025	SECURITY STATE B 10100	Total	\$574.50
Refer 1558 UTILITY CONSULTANTS INC	2		
Refer1558UTILITY CONSULTANTS INCCash PaymentE 602-49450-300Professional ServicesInvoice1228602/6/2025	testing		\$1,527.77

## Payments

**Current Period: January 2025** 

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Fund Summary		
1010	0 SECURITY STATE BANK	
101 GENERAL FUND	\$58,260.45	
230 AMBULANCE FUND	\$385.75	
240 RURAL FIRE FUND	\$5,443.59	
260 HISTORICAL FUND	\$1,811.82	
406 CAPITAL OUTLAY FUND	\$22,967.42	
408 2025 Street Project	\$26,319.61	
601 WATER FUND	\$6,569.29	
602 SEWER FUND	\$7,032.27	
	\$128,790.20	
Pre-Written Checks	\$0.00	
Checks to be Generated by the Computer	\$128,790.20	
Total	\$128,790.20	

## Payments

### **Current Period: February 2025**

Payments Batch 020625PAY	\$1,665.37	
Refer 1547 MINNESOTA ENER	SY RESOURCE	
Cash Payment E 101-42200-383 Heatir		\$82.90
Invoice Jan2025 2/6/202	5	
Cash Payment E 240-42200-383 Heatir	g Fuel Rural Fire Hall	\$82.89
Invoice Jan2025 2/6/202	5	
Cash Payment E 101-41944-383 Heatir	g Fuel City Shed	\$368.54
Invoice Jan2025 2/6/202	-	
Cash Payment E 601-49430-383 Heatir	g Fuel pumphouse	\$190.86
Invoice Jan2025 2/6/202	-	
Cash Payment E 101-41941-383 Heatir	• • • • • • • • • • • • • • • • • • •	\$453.33
Invoice Jan2025 2/6/202	-	
Cash Payment E 101-42200-383 Heatin		\$449.48
Invoice Jan2025 2/6/202	-	
Cash Payment E 602-49480-383 Heatir Invoice Jan2025 2/6/202	-	\$37.37
	-	
Transaction Date 2/6/2025	SECURITY STATE B 10100	Total \$1,665.37
Fund Summary		
	10100 SECURITY STATE BANK	
101 GENERAL FUND	\$1,354.25	
240 RURAL FIRE FUND	\$82.89	
601 WATER FUND	\$190.86	
602 SEWER FUND	\$37.37	
	\$1,665.37	
Pre-Written Checks	\$0.00	
Checks to be Generated by the Comp		
Total	\$1,665.37	

## CITY OF WYKOFF Employee Pays Hours Detail2

Employee Name	Pay Rate	
Baker, John H	23.23	
HEUSINKVELD, PATRICK	19.98	
HEUSINKVELD, PATRICK	19.98	
RIDDLE, LARRY	0	
RIDDLE, LARRY	19.98	
Baker, John H	0	
Baker, John H	0	
SCHMIDT, REBECCA	26.27	
Baker, John H	23.23	
SCHMIDT, REBECCA	27.59	
Baker, John H	23.23	
Baker, John H	23.23	
Hare, LuAnn	0	
Hare, LuAnn	22.02	
Hare, LuAnn	20.97	
Hare, LuAnn	22.02	
SCHMIDT, REBECCA	27.59	
Baker, John H	0	
Baker, John H	23.23	
HEUSINKVELD, PATRICK	19.98	
HEUSINKVELD, PATRICK	19.98	
HEUSINKVELD, PATRICK	19.98	
RIDDLE, LARRY	0	
RIDDLE, LARRY	19.98	
Baker, John H	0	
Baker, John H	0	
HEUSINKVELD, PATRICK	19.98	
Baker, John H	23.23	
BAKER, TYLER	19.02	
Baker, John H	23.23	
Baker, John H	23.23	
Hare, LuAnn	0	
Hare, LuAnn	22.02	
Hare, LuAnn	22.02	
SCHMIDT, REBECCA	27.59	
BAKER, TYLER	19.02	
Baker, John H	0	

## Checking – XX0058

## **Account Information**

## Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$940,744.31
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$30.75 / +\$241.40)	\$210.65
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$940,954.96
Line Of Credit	\$0.00
Total Funds Available	\$940,954.96
Activity	
Last Deposit (Feb 04, 2025)	\$1,247.99
Last Check (Feb 04, 2025)	\$1,250.00
Interest	
Current Interest Rate	0.30%
Current Accrued Interest	\$40.04
Last Interest Payment (Jan 31, 2025)	\$258.76
Interest Paid 2025	\$258.76
Interest Paid 2024	\$2,898.08

## Wykoff City Council Meeting Regular Meeting Minutes January 14, 2025 7:00 pm

A meeting of the Wykoff City Council was held in the Council Room at 106 Gold St. N. on January 14, 2025, at 7:00 pm. Attendees included Mayor Ryan Breckenridge, Jeff Hare, Kalib Himli and Jane Baker. Absent Barb Fate. Also, present City Administrator, Becky Schmidt.

The Oath of Office was read by a newly elected Council Person, Jane Baker. Becky stated that the Mayor Ryan Breckenridge and taken his oath in the clerk's office and that Barb Fate was absent and will need to take the oath before the next meeting.

**Agenda**-Mayor Breckenridge called for any additions, hearing none, motion by Hare and seconded by Himli to approve the agenda as presented. Motion carried 4-0.

<u>Consent Agenda</u>- Mayor called for approval of the Consent Agenda. Motion to accept the consent agenda as presented by Himli and seconded by Hare. Motion carried 4-0.

## Visitors- None

**WWTP-** Mayor Breckenridge stated that Rick was not present but that the city was happy with the end of the year numbers for the plant.

**Fire Department**- Mike Lund noted that they are done with the repairs to the foundation in the Fire Station. He also noted that four firemen had completed the Fire I & II, and Hazmat training. Ryan noted that the League had denied the claim for the pumper stating it was under staffed resulting in no water in the unit which caused its malfunction. Mike Lund and Corey Bremseth both felt that this needed to be appealed as this was not what happened, and Fire Safety concurred with them. Corey will contact their representative and contact the League to further investigate the cause.

**First Responders**-Cory Bremseth noted that they had responded to 69 calls in 2024 and that there are three individuals who have indicated a desire to take classes to serve on the ambulance. He noted that it will be a \$600 charge per person for the course. He will ask for a commitment of two years of service.

## Personnel – No report

**Streets-** The Mayor noted that the city will need to look into signage for the Diamond Court at intersections etc. John Baker noted that they had plowed a couple times, and everything was in good order. He also noted that there had been a watermain break on Silver St. in front of the Niemeyer residence. The repairs were made but they did discover that when the Hwy. 80 overlay had been done the storm sewer was put over the water main with two feet of cover instead of the normal eight feet. John also mentioned that the water main needs to be addressed when they work on the Line St. project. He felt that the shut offs need to be brought out front of the properties not

behind the residents' homes. The mayor noted that this will be brought to the street committee meeting on Thursday.

## Community Education- No report

**Park and Recreation, Joint Trails Board**- Hare noted they had not met but he would like to comment on observing the use of the ice rink. Kids and families are using this area and the council thanked Becky for taking the initiative to purchase the used rink.

**Zoning** – Mayor Breckenridge noted that the city did receive the Petition to Vacate the Alley from the Hare's and a Public Hearing date will need to be set. Motion by Baker and seconded by Himli to proceed with the Public Hearing. Motion carried 3-0. Hare abstaining.

Becky noted that the council would need a motion to approve the rezoning of the property owned by the Methodist Church from Commercial to Residential located at the South 90 ft. Lot 23, Block 1 Bartlett and Banks Addition. Motion by Himli and seconded by Baker. Motion carried 4-0.

## Mayor's Report - None

Sheriff's Report- Information included in packet.

## **Old Business-**

**Update on Grant Application for Library Funds-**Becky noted that she had submitted the grant for \$340,000 to Library Funds. She was notified that it was received, and they had accepted the submission. Hare asked for discussion about what the costs to the city will be but, it was tabled until more is known if the city will be awarded the grant.

**Arvig Right of Way Permit Application**-Becky noted that Arvig is waiting for final approval from the council. Rick will work with Ryan and the office to write the description that will be needed to add to City Ordinances regarding a camera of the lines close to the soil borings. Tabled until the Ordinance is addressed.

Committed Funds Resolution 2025-04. Becky noted that she had not included \$809 for the siren in committed funds for the Fire Department in the Resolution passed in January. Motion to rescind Resolution 2024-17 by Himli and seconded by Baker. Motion carried 4-0.

Becky read the following 2025-04 Resolution for Committed Funds:

### Resolution No. 2025-4

A Resolution to Recommit Fund Balance

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:

\$229,280.19 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 Kalib Himli and seconded by Jane Baker to rescind Resolution 2024-17 and to adopt Resolution 2025-04.

Roll Call Vote: Jeff Hare Ryan Breckenridge Barb Fate (Absent) Jane Baker Kaleb Himli Voting Against: none Motion carried 4-0.

Passed and adopted this 14<sup>th</sup> day of January 2025 by the City Council of Wykoff, Minnesota. s/s Ryan Breckenridge

Mayor Ryan Breckenridge

s/s Rebecca Schmidt

City Administrator-Rebecca Schmidt

**WWTP-**Rick Whitney reported to the council that the heater at the plant was not working correctly, and he had ordered a new motor and blade. He noted that the hanging meter will need to be replaced in the future due to its age and exposure to chemicals. He noted that he and John had worked on the water main break on Silver Street. The 4-inch line was directly under the storm sewer and will need to be changed for future problems. He noted that he had attended a zoom conference through the MPCA and that the grant for the EQ tank is due February 15<sup>th</sup> for construction of the tank. He stated that he will be able to write the grant as after the conference he felt more confident that we did not need to hire Stantec for \$5,000. Becky and Ryan agreed to assist if he needed help.

The Public Hearing date and time for the additions and changes to the **Minnesota Ordinances** will be February 10<sup>th</sup> at 6:30 p.m. at the same time as the Vacate Petition Public Hearing.

## **New Business**

The council reviewed the yearly appointments.

## Becky read the following Resolution 2024-01 adopting Yearly Appointments

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, Jeff Hare to sign checks in the absence of the Mayor and / or City Administrator.

**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.

**Be it Further Resolved** that the Council of the City of Wykoff, Minnesota, hereby designates the <u>Fillmore</u> <u>County Journal</u> as the official Newspaper and the City Clerk/Treasurer should publish all designated public notices in said newspaper.

**Be it Further Resolved** that the Council of the City of Wykoff, Minnesota designates <u>Lee Novotny</u>, Novotny Law Office, Ltd. as the Prosecuting Attorney for the City of Wykoff and Nethercut/Scheiber, Attorney at law for the City Attorney.

**Be it Further Resolved** that the Council of the City of Wykoff, Minnesota hereby designates the following Committee Appointments:

Streets/Snow Removal and Sanding: Kaleb Himlie and Jane Baker
Meeting Dates, 1st Monday of the Month at 4:00 p.m.
Sewer & Water: Jeff Hare and Ryan Breckenridge
Meeting Dates Thursday before Council Meeting at 4:00 p.m.
Personnel Committee: Barb Fate & 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 Jane Baker
Meeting Dates, 1st Saturday of the Month at 10:00 a.m.
Pest Control: John Baker
Incident Command: Cody Meyer
Deputy Incident Command: Ryan Breckenridge
Mayor Pro-Tem: Jeff Hare
Motion by Jeff Hare and seconded by Jane Baker.

### Adopted this 14th Day of January 2025 by roll call vote those voting in favor:

Breckenridge	Yes	
Himli	Yes	
Fate	Absent	
Hare	Yes	
Baker	Yes	
Voting Against: none		
Motion carried 4-0.		
ss/Rebecca Schmidt		ss/Ryan Breckenridge
Rebecca Schmidt, Cit	y Administrator	Ryan Breckenridge, Mayor

**Administrative Fees** - The council reviewed the yearly administration fees and agreed to the changes made. Listed below are the Administrative Fees for the City of Wykoff effective January 14, 2025. Motion by Baker and seconded by Hare to approve the following. Motion carried 4-0.

#### 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 the initial call fee plus any extras (fire suppression chemicals)

### WATER:

Monthly billing Base - \$20.00 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 2<sup>nd</sup> 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 \$35 per hour for up to 3 Hours Small side (north) - \$175 (\$140 resident) Large side (south) - \$250 (\$200.00 resident) Whole Hall - \$400.00 (\$320.00) Dance - additional \$125 (nonrefundable) Refundable Deposit of \$100 due with rental agreement LAWN MOWING, TRIMMING AND MAINTAINING FENCE LINES Base rate- \$100 per hour, minimum of one hour JUNK REMOVAL AND GENERAL CLEANUP Per Hour- \$100 per hour, minimum of one hour

Plus, the cost of disposal of materials on a case-by-case basis.

MISC. ORDINANCE VIOLATION FEE 10.99 After the initial warning letter: 1<sup>st</sup> offence \$100 2<sup>nd</sup> offence \$200 3<sup>rd</sup> offence 4300.00 \*\* Council approval January 14, 2025

**Computer Use Policy-**Council members were given the policy as a yearly reminder and asked to sign the document which will be placed in their personnel files.

**Review of Wykoff Council Code of Conduct-**Council reviewed the document for Code of Conduct for a council member.

**Resolution 2025-02-Voter Account Agreement-Becky** noted that Fillmore County had sent the document which is an explanation of what is and has been agreed upon with the City in regard to elections.

## 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 14th day of January 2025

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

Absent: Barb Fate

Attested and witnessed:

<u>s/s Rebecca Schmidt</u>

**Becky Schmidt** 

City Administrator

<u>s/s Ryan Breckenridge</u>

Ryan Breckenridge, Mayor

## **Resolution 2025-03 donations to Fire Department and First Responders**-Becky read the following Resolution:

#### **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:

Name of Donor	Amount
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. Motion made by Hare and seconded by Baker.

## Roll Call Vote

Jeff Hare Barb Fate (Absent) Ryan Breckenridge Jane Baker Kaleb Himli

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

<u>s/s Ryan Breckenridge</u> Mayor

Attested:

<u>s/s Rebecca Schmidt</u> City Administrator Mayor Breckenridge noted that the community is very fortunate to have the members of the Fire Department and First Responders. He stated that they continue to step up to help in so many ways.

**Proposal Community Center-English Electric**- Becky reviewed the proposal which included upgrading ceiling lights to LED lamps, shop install 2 outlets, change out 1 GFCI outlet and disposal of fluorescent lamps. Discussion followed. Motion by Baker and seconded by Hare to approve the \$4,709.00 proposal. Motion carried 4-0.

**Revolving Loan Request-** The council received an application from the Gateway to access the revolving loan funds for \$25,000.00 . Becky noted that the council would need to have a separate meeting to discuss their private financial information. Becky also noted that at this time the Revolving Loan Fund would not have the full \$25,000 to lend as Rahe's and Echo's of the Past have loans. Discussion followed. Motion by Himli and seconded by Hare to transfer from the General Fund to the Revolving Lund Fund \$16,000. Motion carried 4-0.

**Waste Management Bid-** Becky reported that the contract with Waste Management is due to be renewed as it is a three-year contract. Discussion followed. Motion by Hare and seconded by Baker to advertise for bids for the contract. Motion carried 4-0.

**Wireless Tower Request-**Becky noted that the city had been contacted about zoning for towers. Council agreed to look into this. Mayor would like more investigation into this.

**Emailing Bills**-Becky noted that with the increase in postage and printing costs she would like to offer the residents the option to have their utility statements emailed to them. Discussion followed and it was agreed to put it in the upcoming newsletter to see if there would be enough interest. Mayor Breckenridge asked that council members keep the lines of communication open as the city has many things that are happening this year.

Hare noted that the Fall Fest Committee has set a date for the Town Picnic on June 15th.

The meeting was adjourned at 8:30 p.m. Adjournment

Secretary

Date of approval

## Wykoff City Council Meeting Special Meeting Minutes January 27th, ~ 6:30 pm

A Special Meeting of the Wykoff City Council was held in the Council Room at 106 Gold St. N. on January 27<sup>th</sup> at 6:30 PM. Attendees included Mayor Ryan Breckenridge, Lyle Morey, Jeff Hare and Kalib Himli and present Barb Fate. Also, present City Administrator, Becky Schmidt.

Mayor Breckenridge stated that the purpose of the special meeting was to evaluate the financial records of the Gateway Café for a possible revolving loan for improvements to the restaurant.

The council ask several pertinent questions regarding the improvements and the financial status of the restaurant. After going through the financial reports and clarifying whose name was on the actual title of the building, the council decided to bring it to a full vote at the next regular meeting.

Meeting was adjourned at 7:30 p.m.

#### Adjournment

Secretary

\_\_\_ Date of approval



## **City Of Wykoff**

Monthly Council Report

Reporting for the Month of January 2025

- 1.) Completed DMR no limit exceedances.
- 2.) Completed rounds, checks and process control.
- 3.) Conducted MLSS checks.
- 4.) Checked biological activity under microscope.
- 5.) Met with John Friel regarding current wastewater troubleshooting.
- 6.) Assisted with overseeing water main break repair.
- 7.) 3 alarm calls wet weather events no flooding.
- 8.) Performed 2 Locates.
- 9.) Met with Streets Committee
- 10.) Responded to low water pressure in system, filled tower.
- 11.) Called Morem's to come investigate control relays.
- 12.) Continued checking on and hand filling water tower.
- 13.) Climbed the water tower to reset radio for meters at City Hall.
- 14.) Replaced water pressure solenoid wastewater plant Screen.
- 15.) Reset pressure switch wellhouse.
- 16.) Corresponded with Brett concerning streets projects.

## SCOPE OF WORK

#### **ROV Evaluation**

KLM plans to utilize a two-man crew and a remote operated vehicle (ROV) to perform the evaluation. This evaluation method can be performed in one day.

KLM will provide inspectors who are properly trained and qualified to perform this type of evaluation. KLM inspectors will place a disinfected ROV and tether into the reservoir for the interior evaluation of the roof, walls, partition walls, floor, piping and valves. Photos will be taken with an underwater camera, which will show the structure conditions and quantity of sediment. The interior of the inlet pipe is excluded from the evaluation, unless otherwise written into this Agreement.

#### **Exterior and Interior Evaluation**

The exterior and interior evaluation is critical to the evaluation to determine whether there are any structure deficiencies and OSHA compliance.

The exterior will be inspected from all areas accessible without rigging, unless otherwise written into this Agreement. Coating conditions of both the interior and exterior piping and reservoir coatings, when applicable, will be examined using dry film thickness (DFT) and standard ASTM tests.

Interior and Exterior:

- Roof structure (size and style).
- Vents (size and style).
- Roof manways (size and style).
- Ventilation manways (size and style).
- Overflow weir and pipe (size and style).
- Support column (size and style).
- Capacity level and head range.
- Inlet/outlet pipe.
- Mud ring.
- Site dimensions.

- Safety considerations.
- Drains.
- Floor condition.
- Pitting on piping.
- Ladders, cages, platforms and handrails.
- Base pad condition, including Flexcell and grout.
- Screens on vents and overflows.
- Overflow air breaks, splash pads and drainage.
- Safety devices.



#### **OWNER'S RESPONSIBILITIES**

The Owner's personnel shall also be responsible for:

- Set the water at, or near, the high-water operating level.
- Cease the water inlet and outlet operation during the ROV inspection.
- Taking and testing water samples, as required.
- Providing information on the reservoir, including maintenance records, construction drawings, previous evaluation reports and previous painting or reconditioning specifications. This information is most useful if obtained prior to the reservoir inspection and evaluation.

#### **FEES**

The fee for the above-referenced scope of work is..... \$3,500.00

The fee for gasket installation on state-required wet access manway is \$100.00.

It is the responsibility of the Owner to make sure that the tank is prepared for the evaluation per the schedule agreed to in advance by both parties. In the event KLM arrives on site and the tank is not ready, a second day will be charged as additional time and materials.

Should the tank be deemed unsafe by our inspectors, we reserve the right to revise the proposal to include necessary equipment and measures to ensure safe access to complete the scope of work. Said revised proposal would be subject to Client approval.

#### TERMS AND CONDITIONS

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this Agreement between Environmental Water Services LLC and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Fees are subject to change if proposed work exceeds twelve (12) months from the date of this proposal.

#### **ADDITIONAL INFORMATION**

Additional information can be found at KLM's website at: www.klmengineering.com



Wykoff, Minnesota – ROV Evaluation

#### AGREEMENT

This proposal is valid for sixty (60) days from the date of this proposal. If Environmental Water Services LLC finds the proposal acceptable, please sign and return it by mail, fax or email. By signing and returning this signature page only, you agree to the terms of the entire proposal document submitted. When KLM receives the signed proposal, we will contact the client to coordinate an evaluation date. Upon delivery of the report to the City and Client, an invoice will be submitted according to the terms of this Agreement.

This Agreement, between Environmental Water Services LLC and KLM Engineering, Inc. is accepted by:

ENVIRONMENTAL WATER SERVICES LLC 101 N Gold Street PO Box 97 Wykoff, MN 55990

KLM ENGINEERING, INC. 1976 Wooddale Drive, Suite 4 Woodbury, MN 55125

Jouh an

Signature

Dan Popehn Name

Director of Business Development Title

October 21, 2024

Date

Signature

Name

Title

Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.

Dan Popehn Director of Business Development 1976 Wooddale Drive, Suite 4 Woodbury, MN 55125 Cell: 612-743-3102 Email: <u>dpopehn@klmengineering.com</u>

Attachment: KLM Terms and Conditions

Rev 2024.02.07



### KLM ENGINEERING, INC. (KLM) TERMS AND CONDITIONS

- 1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the "Agreement"). The Agreement may not be modified except by mutual agreement in writing.
- 2. ADDITIONAL SERVICES. Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.
- 3. KLM CLIENT RESPONSIBILITIES. The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client's behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.
- 4. SAFETY. KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.
- 5. HAZARDOUS MATERIALS. Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.
- 6. SITE ACCESS AND RESTORATION. The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.
- KLM LIMITED WARRANTY AND DISCLAIMER. KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED



WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 8. SCHEDULING. Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.
- 9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.
- 10. PAYMENT. KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.
- 11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless the KLM Client and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. Further, the KLM Client shall indemnify and hold harmless KLM from all claims or losses arising out of the unauthorized use of KLM's Documents.



### 12. LIMITATION OF LIABILITY. IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

- 13. **DELAYS**. If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.
- 14. **TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.
- **15. SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.
- 16. **KLM'S DOCUMENTS**. All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent.
- 17. **ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.
- 18. **AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.
- 19. **NONDISCRIMINIATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
- **20. GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota**.
- 21. AUDIT. Pursuant to Minnesota Statutes, § 16C.05, Subdivision 5, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.



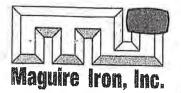
- 22. JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO. During the term of this Agreement and thereafter, KLM has the KLM Client's permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these KLM Terms and Conditions constitutes the KLM Client's written permission to KLM regarding the use of the items and information set forth in this section.
- 23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- 24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
- 25. ENTIRE AGREEMENT. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23

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 $\geq$ info@maguireiron.com 1610 N. Minnesota Ave . Sloux Falls, SD 57104

**(605)** 334-9749

## **Cleaning and Inspection Service Contract**

This contract made and entered into this

26th day of

Wykoff, MN January hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal 2021 by and between the office located in Sloux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter

#### WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

## Cleaning and Inspection Schedule / 50 MG cone

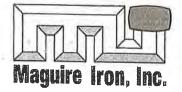
- 1. Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workman like manner.
- 2. Contractor will furnish a pressure relief valve / blow off valve for use by the city if needed at no charge.
- 3. Contractor will clean out all sediment and deposit build up once the tank is emptied by the city
- 4. Contractor will rinse the Interior wet area of the water tower after all heavy sediment has been removed from the tank.
- 5. Contractor will do a complete inspection of the wet interior area and take photos for the use during the Inspection report. Photos will be supplied to the city upon request
- 6. Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work to be done without Owner's authorization.
- 7. Contractor will do a complete inspection along with photos of the complete Exterior of the water tower.
- 8. Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include budget estimate of deficiencies, condition, and future recommendations as applicable.

2021	Cleaning and Inspection	\$1,850.00
2022	Cleaning and Inspection	\$1,850.00
2023	Cleaning and Inspection	\$1,850.00
2024	Cleaning and Inspection	\$1,850.00
2025	Cleaning and Inspection	\$1,850.00

The first service will be done in \_ 2021 This contract will run for a period of \_\_\_\_\_5 years, with the tank servicing to be done every 1 \_\_\_years.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ \_\_\_\_\_as above use tax shall become due and payable in full. plus applicable sales, excise, and/or

MAGUIREIRON.COM



# WATER TOWER EXPERTS

Minfo@maguireiron.com

1610 N. Minnesota Ave Sioux Falls, SD 57104

(605) 334-9749

0

Terms: Net 30 days from acceptance and involcing. A service charge of 1 ½% per month (annual rate of 18%) will be charged on past due accounts. Maguire Iron, Inc. reserves the right to impose fuel or other surcharges in effect at the time of project performance. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. If there is any sandblasting involved in the work, Owner will be responsible for collection and disposel of any and all blast media. Maguire Iron, Inc. will exercise reasonable and/or replacement of the antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair upon witten notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by market rates) of any work that has been performed prior to termination.

HAZARDOUS MATERIAL DISCLAIMER: In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguite tron, Inc., prior to the price or bid being supplied by Maguite tron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

**Owner:** Wykoff, MN (Mame) (Name) -23-21 Date Accepted:

MAGUIRE IRON, INC.

By: <u>Chad Edwards</u> 1/28/21 (Authorized Agent) (Date)

Upon acceptance, please provide two (2) signatures and date the agreement.

MAGUIREIRON.COM

## Cityhall@cityofwykoff.gov

From:	Thomas Diener <thomas@swssirens.com></thomas@swssirens.com>
Sent:	Thursday, January 30, 2025 7:28 AM
То:	Cityhall@cityofwykoff.gov
Cc:	Carter Haen; Justin Raff
Subject:	Wykoff Siren Installation

Good Morning Rebecca,

I have talked to our team, and we are available to install the new siren on the 17<sup>th</sup> of February. Even though the ground is frozen and most likely will still be frozen, the digger truck used to put the pole in can dig through that and we are also bringing a trencher with frost teeth to trench power from the fire department as indicated on the quote. If you or anyone has any questions do not hesitate to call, text, or email me and I will get them answered ASAP. We look forward to working with you.

Kind Regards, -Tom

Thomas Diener Owner & Operations Manager Sheboygan Warning Systems

Sheboygan Warning Systems Wisconsin American Signal Dealer 1904 Geele Ave, Sheboygan, WI 53083 (920) 287-4432

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Mail To:

CITY OF WYKOFF BECKY SCHMIDT

WYKOFF, MN 55990-2802

106 GOLD ST N

2025 Annual Plant Health Care Program City of Wykoff

106 Gold St N Wykoff, MN 55990-2802 Quote number:1391/31049255/PEVQuote date:January 15, 2025Contract number:8245341Please reply by:February 24, 2025



Want to learn more about your Annual PHC Program Proposal? Scan for Details

Return Address: MAIER TREE AND LAWN 3930 HWY 14 E ROCHESTER MN 55904-7711

PRIOR YEAR'S SERVICES to be scheduled for 2025 and continued in subsequent years

These services will automatically continue in future years without need for further action or confirmation unless you notify us in writing. Please sign and return one copy of this contract.

If you do not wish to take any of these services, please contact our office, in writing.

Fertilization/SoilCare	Service Period	Price	Sales Tax	Total Price
Fertilize w/ ArborGreenPRO+Liquid Humate 4 Boulevard Norway Maples on Gold street, diameters range from 3" to 6". Located in front of addresses 100, 103, 117, and 118 Gold St.	Fall	\$255.00	\$18.81	\$273.81
Deep Root Fertilization: Our Arbor Green Pro a 1 year slow-release fertilizer with no phosphorus (30-0-10) and Humic Acid with Micro-Nutrients are injected into the soil under the drip-line of the tree in a 3' grid pattern. Phosphonates and Humic Acid provide: *Chelates nutrients tied up in soils, such as phosphates and iron. *Increase in microbial activity. *Reduces soll compaction.				

	<b>Total Investment</b>	\$255.00	\$18.81	\$273.81
ADDITIONAL SERVICES that will benefit your property for 2025 and	continued in subse	quent year	s	
We recommend these additional services but will not perform them without your a If you wish us to provide any of these additional services, please check the box a contract.	approval.			of this
	Service Period	Price	Sales Tax	Total Price
Fertilization/SoilCare ☐ Liquid Humate Application 4 Boulevard Norway Maples on Gold street, diameters range from 3" to 6". Located in front of addresses 100, 103, 117, and 118 Gold St.	Spring	\$255.00	\$18.81	\$273.81
Phosphonates, Humic Acid, & Micro-Nutrients are injected into the soil under the drip- line of the tree in a 3' grid pattern. Phosphonates and Humic Acid provide: *Chelates nutrients tied up in soils, such as phosphates and iron. *Increase in microbial activity. *Reduces soil compaction. *Improves drought and disease resistance. *Improve heat and cold tolerance.				
	Total Investment	\$255.00	\$18.81	\$273.81

#### Terms and Conditions

Evergreen or Automatic Renewal of Services: Except in New York, California and Connecticut, by signing, I agree that beginning next year and continuing every year thereafter, the company will automatically perform and I will pay for the services outlined in this contract without the need for further action or confirmation on my part. The company will send me a reminder notification every year which will include any price changes which I agree as part of this contract. The company will make suggested service/treatment changes which I can receive by notifying the company to perform these services. If I wish to add, change or cancel any contracted services, it is my responsibility to inform the company of these changes in writing prior to the scheduled service being performed.

#### **Client Care Guarantee**

We use quality products that are administered by trained personnel. We guarantee to deliver what we have contracted to deliver. If we do not, we will work with you until you are satisfied, or you will not be charged for the disputed item. Our Client Care Guarantee demonstrates our commitment to creating lifelong client relationships.

#### **Tree Care**

PRUNING: Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

TREE REMOVAL: Removal to within 6" of ground level and cleanup of debris.

STUMP REMOVAL: Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

CLEAN-UP: Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

CABLING/BRACING: Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

#### Tree and Shrub Fertilization/SoilCare

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insect and disease, greater tolerance to drought stress, increased vigor, and healthier foliage. **Tree and Shrub Plant Health Care** 

PRESCRIPTION PEST MANAGEMENT: Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short term residual of available pesticides, repeat applications may be required.

INSECT MANAGEMENT: Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.

DISEASE MANAGEMENT: Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed. EPA approved materials will be applied in accordance with State and Federal regulations.

#### Lawn Care

FERTILIZER AND MECHANICAL SERVICES: Balanced fertilizer treatments applied throughout the growing season help provide greener turf color and denser root development. To help bring about a better response to these applications, we also provide aerification, lime, overseeding, and lawn renovation. WEED CONTROL AND PEST MANAGEMENT: Broadleaf weed control is spot-applied during the active growing periods of the year. It is not broadcast over the entire lawn. Granular weed management may be broadcast. We also offer pre-emergent crabgrass management in the spring and, if needed, a postemergent application later in the year. Our surface insect management is timed to reduce chinchbugs, sod webworms, and billbugs. We also offer a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

#### **Other Terms and Contract Conditions**

INSURANCE: Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

WORKING WITH LIVING THINGS: As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge. TREE CARE STANDARDS: All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

OWNERSHIP OF TREES/PROPERTY: Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.

TIME & MATERIAL (T&M): Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

BILLING & SALES TAX: All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction. Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

PAYMENT: We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

UNDERGROUND PROPERTY: We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.

SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.

Estimate #578

## **Estimate**



312 Oak Street South New London MN 56273 (800) 264-2320

#### CUSTOMER

Wykoff FD (MN) 217 North Gold Street Wykoff, MN, 55990

ESTIMATE #	578
DATE	01/16/2025
PO #	

#### SERVICE LOCATION

Wykoff FD (MN), 217 North Gold Street Wykoff, MN, 55990

DESCRIPTION

SCBA Posi-Check Flow Test, OSHA/NFPA Compliant; Complete SCBA and Mask

Estimate					
Description	Qty	Rate	Total		
SCBA - Premium Care Package SCBA - Premium Care Package	14.00	\$82.55	\$1,155.70		
SCBA - Premium Care Package (Ma SCBA - Premium Care Package (Mask Only)	8.00	\$27.30	\$218.40		

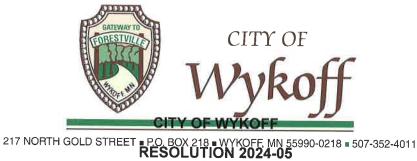
Estimate Total:

\$1,374.10



rice
er Cylinder
per Cylinder
er Member
per SCBA
per Mask
er RIT Pack
per SCBA
per Mask
6 per SCBA
per Mask
ľ

	Fit	Flow	Premium	Total
	Test	Test	Care	Care
NFPA Compliant	1	1	1	~
N30 Invoicing Terms Available	1	1	1	~
Labor & Travel Costs Included in Service	1	1	1	~
Batteries included			~	~
Signed Contract Required	1	1	1	~
Fixed Rate for the Duration of the Contract	1	1	1	~
Scheduled Annual Payment / Invoicing Terms	1	1	1	$\checkmark$
No Emergency Labor Charges on Specified Equipment		-	1	~
Priority Status on Specified Equipment	11		1	~
PM Completed Annually			1	~
Flow Test Completed Annually				~



## Resolution Approving Plans and Specifications and Ordering Advertisement for Bids

WHEREAS, pursuant to a resolution passed by the council November 18, 2024, the city engineer (Stantec Consulting) has prepared plans and specifications for the 2025 Street and Utility Improvements project, N Line Street from W Fillmore Street to W Bartlett Street, W Bartlett Street from N Line Street to N Gold Street, and the Fire Hall Sanitary Sewer which includes the trunk sanitary sewer main within rear yards between the N Line Street residential homes and the Fire Hall as well as along the parking lot north of the Fire Hall extending to N Gold Street and has presented such plans and specifications to the council for approval;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WYKOFF, MINNESOTA:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.

2. The city clerk shall prepare and cause to be inserted in the official paper (and in QuestCDN) advertisements for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for at least three weeks before the bids are to be opened, shall specify the work to be done, shall state that bids will be received by the clerk until 2 p.m. on April 3, 2025, at which time they will be publicly opened electronically by the city clerk and engineer, will then be tabulated, and will be considered by the council at 7:00 p.m. on April 14, 2025 in the council chambers of the city hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the clerk for 5 percent of the amount of such bid.

A motion by:

and 2<sup>nd</sup> by:

Roll Call Vote Ryan Breckenridge **Barb** Fate Kaleb Himli Jane Baker Jeff Hare

I CERTIFY THAT the above resolution was adopted by the Wykoff City Council on February 10, 2025.

Ryan Breckenridge, Mayor

Rebecca Schmidt, City Administrator

## City of Wykoff, MN 2025 Street and Utility Improvements

## **TENTATIVE PROJECT SCHEDULE**

Task	Date
Wykoff Council Approve PSA	Complete
Wykoff Staff Initiate Project Scoping	Complete
Wykoff Council Request Proposal for Feasibility Report With Defined Project Limits/ Scoping	Complete
Wykoff Council Approve Feasibility Report Proposal	Complete
Stantec Produce Feasibility Report	Complete
Stantec Present Feasibility Report to Council/ Staff	Complete
Wykoff Consider Authorization for Preliminary Survey Work	Complete
Wykoff Council Call for Public Hearing	Complete
Public Hearing for Assessments	Complete
Authorization to Prepare Plans and Specifications	Complete
2025 Street and Utility Improvements Plans and Specifications	Complete
Council Approval of Plans and Specifications	Monday, February 10, 2025
Council Approval to Submittal of Ad for Bid	Monday, February 10, 2025
Submit Advertisement for Bids for Publication	12:00, Tuesday, February 11, 2025
Bid Date	Thursday, April 3, 2025 @ 2:00
Wykoff Council Consider Award Contract	Monday, April 14, 2025
Contract Review and Execution/ Shop Drawings/ Submittals/ Permits	April – May 2025
Preconstruction Meeting	May 2025
Early Begin Construction	May 2025
Parking Lot Replacement Milestone	Friday, August 22, 2025
Substantial Completion	Friday, September 19, 2025
Assessment Hearing	Monday, October 13, 2025
Final Completion	Friday, June 12, 2026

Thank you,

## Brett Grabau

Associate

Direct: 507 529-6030 Mobile: 507 259-8666 Fax: 507 282-3100 Brett.Grabau@stantec.com

	WYKC	<b>OFF FIRE DEPAR</b>	<b>FMENT</b>	
		FIRE CALL REPORT	Г	
		BILLI	NG: CITY OF WY	KOFFRURAL
DATE OF CALL:	1-28-25	TIME OUT: 6154	TIME	IN: 19:55
TYPE OF INCIDENT:	varies in tree	by electric CAUSE:	trac branches	rubbing elective Lin
LOCATION OF INCIDEN	JT:	7 N Gold	St	
	Wyk	st mu	55390	
NAME OF OWNER:	MI G	(State)	(Zip)	(Township)
OWNER'S ADDRESS: _				
OWNER'S INSURANCE	(City)		(State)	(Zip)
OWNER SINSURANCE	COMPANY:			

## **OWNER'S SIGNATURE**

VEHICLE MAKE & MODEL: \_\_\_\_\_\_ LICENSE PLATE#: \_\_\_\_\_

	FIREMEN RESPONDING	SIGNATURE	HRS. 15 min. increments. Example 1.25 hrs.		FIREMEN RESPONDING	SIGNATURE	HRS. 15 min. increments. Example 1.25 hrs.
1.	Apenhorst, John			15.	Mulhern, Patrick	MAN	
2	Baker, Wade			16.	Nagel, Chris	Chinh	
3.	Bremseth, Cory			17.	Nelson, Kendra	<u> </u>	
4.	Bushman, Maverick			18.	Nelson, Mike	Mille	
5.	Erding, Troy			19.	O'Connor, Brennan	Alam Do	
6.	Hanenberger, Dallas			20.	Rahe, Tony	Toma Bali	
7.	Hanson, Julie	Julie Husin		21.	Schmidt, Nathaniel	2 0019 1000	
8.	Hoiseth, Tim	_		22.	Schultz, Christopher		
9.	Jorgenson, JR Robert			23.			
10.	Laganiere, Clint	4	1	24.			
11.	Langeslag, Kyle	Kuse your		25.			
12.	Lund, Mike	Make Ino					
13.	Meyer, Cody						
14.	Minnich, Trevor	Tructhot					10

Foam	Gallons @ \$ Per Gallon	\$
Casualties	Smoke Detector	
#Stories	Hazardous Materials	
MUTUAL AID: YES	TOTAL BILL TO SEND OUT:	\$

COMMENTS:

SIGNATURE Mike Lund

\_\_\_\_ DATE 1-28-25