

**NORTH ZUMBRO SANITARY SEWER DISTRICT**  
**Joint Powers Executive Committee Regular Meeting**  
**February 5<sup>th</sup>, 2024**  
**11:00 A.M.**  
**Zumbrota City Council Chambers**  
**Zumbrota, MN**

**I. CALL TO ORDER**

**II. ROLL CALL**

TB\_\_\_ EH\_\_\_ MB\_\_\_ BG\_\_\_  
JM\_\_\_ TR\_\_\_ SO\_\_\_ MO\_\_\_  
BA\_\_\_ CB\_\_\_ RS\_\_\_

**III. ADOPT AGENDA \_\_\_\_\_**

**\*CONSENT AGENDA \_\_\_\_\_**

ALL ITEMS LISTED WITH AN ASTERISK (\*) ARE CONSIDERED ROUTINE OR NON-CONTROVERSIAL BY THE EXECUTIVE COMMITTEE AND WILL BE APPROVED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION ON THESE ITEMS UNLESS A DIRECTOR OR ENGINEER SO REQUESTS, IN WHICH CASE THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND BE CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

- \*A) **Executive Committee Minutes = 1/8/2024**
- \*B) **Bills-Accounts Payable 12/28/24 – 1/24/25**
  - 1. WHKS Invoice #53446 for \$152,346.73**
- \*C) **PFA Disbursement Request Form**

**IV. PUBLIC COMMENTS**

INDIVIDUALS MAY ADDRESS THE EXECUTIVE BOARD ABOUT ANY ITEM OF CONCERN. SPEAKERS MUST STATE THEIR NAME AND LIMIT THEIR REMARKS TO FIVE MINUTES. GENERALLY, THE EXECUTIVE BOARD WILL NOT TAKE OFFICIAL ACTION ON THESE ITEMS BUT MAY REFER THE MATTER TO STAFF FOR A FUTURE REPORT OR DIRECT THAT THE MATTER BE SCHEDULED FOR A FUTURE MEETING AGENDA.

**V. OLD BUSINESS**

- A) Bonding Bill Update**
- B) Website Update**
- C) Land Ownership (rent, maintenance, etc.)**
- D) JPA Insurance**

**VI. NEW BUSINESS**

- A) Cost Request for Stand-Alone WWTF's**
- B) March Meeting Date**
- C) PFA Annual Reporting**

**VII. ADJOURN**

Time: \_\_\_\_\_ Motion: \_\_\_\_\_ Second: \_\_\_\_\_

**NORTH ZUMBRO SANITARY DISTRICT  
Joint Powers Executive Committee Meeting  
Wednesday, January 8, 2025 11:00 A.M.  
Zumbrota City Council Chambers  
Zumbrota, MN**

**CALL TO ORDER:** Chair Elizabeth Howard.

**PRESENT:** Executive Committee Directors: Brian Grudem – Zumbrota, Elizabeth Howard – Pine Island, Lisa Redepenning – Goodhue, and Michael Boulton – Wanamingo  
Executive Committee Alternate Directors: Todd Robertson – Pine Island, Jason Mandelkow – Goodhue, and Stuart Ohr – Wanamingo

**ABSENT:** Michael Olson – Zumbrota

It was noted that the City of Goodhue approved a change in their representative to the North Zumbro Sanitary District JPA Executive Committee. Lisa Redepenning is the new representative while Terri Buck will no longer serve on the JPA Committee.

**ALSO PRESENT:** Bill Angerman – WHKS, Glenn Gustafson – WHKS, Craig Britton – Widseth, Reese Sudtelgte – ISG, and Brandon Theobald – WHKS

**ADOPT AGENDA:** Boulton motioned to approve, seconded by Grudem. Passed 4-0-0.

**CONSENT AGENDA:** Grudem motioned to approve, Seconded by Boulton. Consent Agenda Items include: December 4, 2024 Executive Committee Meeting Minutes, WHKS Invoice #53162 for \$107,303.82, City of Pine Island for Reimbursement for Legal Fees for Land Acquisition – Invoice for \$2,905.00, and PFA Disbursement Request Form. Passed 4-0-0.

**PUBLIC COMMENTS:** None

**OLD BUSINESS:**

**PFA Status on Funds** – Howard stated that the items can be removed from future agendas. MN PFA has approved the pay requests without issues since the land purchase.

**Bonding Bill Update** – Howard stated that the 1/8 lobbyist meeting had been rescheduled due to the 1/7 are legislators meeting needing to be rescheduled. The lobbyist meeting will be scheduled after the legislators meeting. Angerman stated that the area legislators could be provided the one-page handout and be given a refresher with the PowerPoint presentation. Howard stated that the area legislators want a number (\$44 million) that we are asking in bonding bill. We will also need to talk about what if scenarios in order to plan for session. Grudem clarified that the legislators would like to know what we would take for a dollar amount to move keep the project moving forward. Angerman stated that that the legislators will also need to fund PSIG as well in the bonding bill. It is vital to the financing plan to obtain PSIG dollars for the project along with bonding money. Grudem stated that he and the other administrators were signed up to attend the League of Minnesota Cities day on the hill March 6<sup>th</sup>.

**Website and Logo Update** – Britton brought handout of the website layout. The website designer, Drew, can have a website soft launch in the near future. The soft launch would be for the members to view the website and make suggestions and comments. The website would be live but would not show up in search engines. Britton stated that the website would have initial content such as agendas, agenda packets, and minutes. Angerman stated that completed plans as studies such as the facilities plans and anti-degradation plan should be on the website as well. Britton asked how the website should be undated moving forward. Howard stated that the City Administrators could update the website if log in credentials were provided.

**Land Ownership (rent, maintenance, insurance, etc.)** – Howard stated that the board needs to decide whether to obtain liability insurance for the JPA as a standalone entity or under one of the four cities insurance policy; both through the League of Minnesota Cities. Howard stated that if there was a claim under one of the four cities insurance policy, it could affect insurance premiums for several years. Grudem stated that the JPA should have its own separate liability insurance policy through the League of Minnesota Cities. Howard stated that the Cities would need to equally share the cost of the insurance policy for the JPA as this would not qualify for reimbursement under the \$10 million grant from the State. Grudem moved to approve the JPA obtaining liability insurance through the League of Minnesota Cities under its own policy with premiums being divided out equally to each of the four cities, seconded by Redepenning. Passed 4-0-0. Grudem stated that he has not sat down with Jim Wendt to discuss the proposed rent and maintenance agreement. Grudem stated that he was waiting for a sample agreement. Howard had emailed a sample agreement out to the group. Grudem stated that he would modify the agreement with \$240/acre cash rent with ability to negotiate maintenance (weed control/mowing) and go as low as \$200/acre cash rent. Howard stated that the agreement was drafted by Bob Vose of Kennedy & Graven and should not need to get reviewed unless changes are made. Howard stated that all future legal invoices would need to be brought to the JPA. The cities will need to pay for the future legal invoices since the land purchase is completed and further invoices are not eligible for State grant reimbursement.

**Antidegradation Analysis – MPCA coordination** – Angerman stated that the engineers had met with the MPCA regarding the model for dissolved oxygen. The original analysis of the model passed/was upheld on the proposed limits. There shouldn't be additional standards added. Need to finish up second set of standards. We should not have problems with the second set of standards. They are tracking appropriately.

**NEW BUSINESS:**

Angerman stated that the Technical Committee has not held a regular meeting in months. Work has begun on layout of the building and preliminary plans. Angerman asked what role the JPA executive committee wishes to play in the design. Howard stated that she trusts the Technical Committee to recommend the layout and designs to fit practical needs. Angerman stated that the Technical Committee will meet again in February.

\*The next meeting will be February 5, 2025 at 11:00AM.

**Adjourn:** At 11:29AM a motion to adjourn was made by Boulton and seconded by Grudem. Passed 4-0-0.

Signed:

Attest:

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Elizabeth Howard, Chair

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Michael Boulton, Secretary



engineers + planners + land surveyors

2905 South Broadway  
Rochester, MN 55904-5515  
Phone: 507.288.3923  
Federal ID: 42-0943938

January 31, 2025

Project No: 09870.00

Invoice No: 53446

Elizabeth Howard  
Executive Committee Chair  
North Zumbro Joint Powers Sanitary Sewer District  
250 South Main Street  
Pine Island, MN 55963

Project 09870.00 North Zumbro Joint WWTF and Conveyance

**Professional Engineering Services from December 28, 2024 through January 24, 2025**

Phase	011	Project Management and Administration	
<b>Technical Services</b>			<b>7,144.32</b>

**Total this Phase \$7,144.32**

Phase	013	Executive Committee Meetings	
<b>Technical Services</b>			<b>1,588.60</b>

**Unit Billing**

Co Vehicle Mileage			<b>36.85</b>
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**Total this Phase \$1,625.45**

Phase	021	Prepare Anti-Degradation Report	
<b>Technical Services</b>			<b>27,514.40</b>

**Total this Phase \$27,514.40**

Phase	027	Establish Effluent Limits	
<b>Technical Services</b>			<b>268.78</b>

**Total this Phase \$268.78**

Phase	041	Main Site Topo Survey	
<b>Technical Services</b>			<b>917.35</b>

**Unit Billing**

Co Vehicle Mileage			<b>36.85</b>
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**Total this Phase \$954.20**

Phase	042	Lift Stations and Forcemains Topo Survey	
<b>Technical Services</b>			<b>14,842.51</b>

**Unit Billing**

Co Vehicle Mileage			<b>453.48</b>
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**Total this Phase \$15,295.99**

Project	09870.00	North Zumbro Joint WWTF and Conveyance	Invoice	53446
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Phase	071	Process Preliminary Design - WHKS Lead		
<b>Technical Services</b>				<b>56,724.64</b>
			<b>Total this Phase</b>	<b>\$56,724.64</b>

Phase	073	Process Structural Preliminary Design		
<b>Technical Services</b>				<b>2,374.08</b>
			<b>Total this Phase</b>	<b>\$2,374.08</b>

Phase	081	Building Architectural Preliminary Design		
<b>Technical Services</b>				<b>555.52</b>
			<b>Total this Phase</b>	<b>\$555.52</b>

Phase	103	Wanamingo Force Main Preliminary Design		
<b>Technical Services</b>				<b>6,601.60</b>
			<b>Total this Phase</b>	<b>\$6,601.60</b>

Phase	111	Additional EAW Services		
Services incurred by Stantec Consulting Services Inc. Per contract 2% administrative fee for subsconsultant services.				
<b>Consultants</b>				
		Widseth Smith Nolting & Assoc., Inc.		3,369.70
		<b>Total Consultants</b>	<b>1.02 times</b>	<b>3,369.70</b>
			<b>Total this Phase</b>	<b>\$3,437.09</b>

Phase	200	Subconsultants		
Per contract 2% administrative fee for subsconsultant services.				
<b>Consultants</b>				
		I & S Group, Inc.		775.00
		Widseth Smith Nolting & Assoc., Inc.		28,490.35
		<b>Total Consultants</b>	<b>1.02 times</b>	<b>29,265.35</b>
			<b>Total this Phase</b>	<b>\$29,850.66</b>

<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		152,346.73	1,606,688.18	1,759,034.91
Limit				8,638,950.00
Remaining				6,879,915.09
			<b>Total this Invoice</b>	<b>\$152,346.73</b>

<b>Billings to Date</b>		<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor		118,531.80	1,004,089.84	1,122,621.64
Consultant		33,287.75	592,351.19	625,638.94
Expense		0.00	9,054.27	9,054.27
Expense - Unit		527.18	1,192.88	1,720.06
<b>Totals</b>		<b>152,346.73</b>	<b>1,606,688.18</b>	<b>1,759,034.91</b>



**I & S Group, Inc.**  
 115 E. Hickory St.  
 Suite 300  
 Mankato, MN 56001  
 507-387-6651  
[www.ISGInc.com](http://www.ISGInc.com)

WHKS  
 1412 6th St SW  
 PO Box 1467  
 Mason City, IA 50402-1467

Invoice Number 113425  
 Date 12/31/2024

**Project 23-30164 North Zumbro  
 Sanitary Sewer District WWTF -  
 Goodhue, MN**

Progress billing for professional services provided through date of invoice

Invoice Dates: November 1, 2024 - December 31, 2024

Description	Contract Amount	Prior Billed	Current Billed
<b>Phase 1: Project Management &amp; General Meetings</b>			
1.1 Project Management & Administration	\$ 58,000.00	\$ 10,007.50	\$ 187.50
1.2 Project Kickoff Meeting	\$ 7,380.00	\$ 7,380.00	
1.3 Executive Committee Meetings	\$ 7,400.00	\$ 1,637.50	\$ 195.00
1.4 Technical Committee Meetings	\$ 27,000.00	\$ 6,063.20	
1.5 City Council Meetings	\$ 7,700.00		
1.6 Agency Stakeholder Meetings	\$ 3,950.00		
1.7 Public Outreach	\$ 6,120.00		
1.8 Sanitary District Formation	\$ 10,390.00		
<b>Phase 2: MPCA Coordination/Permitting</b>			
2.2.d Goodhue	\$ 76,325.00	\$ 76,325.00	
<b>Phase 3: Funding Assistance</b>			
3.2 PPL, IUP + PSIG Application	\$ 4,740.00	\$ 585.00	
<b>Phase 5: Land Acquisition Assistance</b>			
5.2 Lift Stations & Force mains Land Acquisition & Easement Assistance			
5.2.D Goodhue Lift Stations & Force mains Land Acquisition & Easement Assistance	\$ 14,800.00		
<b>Phase 6: Demolition &amp; Abandon Existing Sites</b>			
6.4 Goodhue Demolition & Abandon Existing Sites	\$ 27,850.00		
<b>Phase 7: Preliminary &amp; Final Plant Design WHKS lead</b>			
7.1 Process Design	\$ 4,560.00	\$ 250.00	



**I & S Group, Inc.**  
 115 E. Hickory St.  
 Suite 300  
 Mankato, MN 56001  
 507-387-6651  
 www.ISGInc.com

Description	Contract Amount	Prior Billed	Current Billed
7.4 Process Electrical & Control Instrumentation	\$ 408,400.00		\$ 392.50
7.6 Site Landscaping Plan - Main Facility	\$ 28,375.00		
<b>Phase 9: Lift Station Design</b>			
9.1 Pine Island Lift Station Design	\$ 22,625.00		
9.2 Zumbrota Siphon Preliminary Design	\$ 24,525.00		
9.3 Wanamingo	\$ 22,625.00		
9.4 Goodhue	\$ 108,865.00	\$ 115.00	
<b>Phase 10: Forcemain &amp; Local Collection System Design</b>			
10.4 Forcemain and Local Collection System Design	\$ 386,450.00		
Reimbursables			
	<b>\$ 1,258,080.00</b>	<b>\$ 102,363.20</b>	<b>\$ 775.00</b>

**Invoice Amount** \$775.00

Payment Terms: Net 30 days from invoice date. Past due balances are subject to late fees in the amount of 1.5% per month.  
 If you have a question regarding your invoice or are interested in receiving invoices electronically, please e-mail AR@ISGInc.com

**Automated Clearing House (ACH) Instructions**

**Account Name: I&S Group, Inc.**  
**ABA/Routing Number: 073000642**  
**Account Number: 2348642289**  
**Send Remittance to: AR@ISGinc.com**

**Aging Summary**

Invoice Number	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
111097	10/31/2024	\$0.00	\$0.00	\$1,220.00	\$0.00	\$1,220.00
113425	12/31/2024	\$775.00				\$775.00
<b>Total Outstanding</b>		<b>\$775.00</b>	<b>\$0.00</b>	<b>\$1,220.00</b>	<b>\$0.00</b>	<b>\$1,995.00</b>

WIDSETH SMITH NOLTING & ASSOC., INC.  
216 S MAIN ST  
CROOKSTON, MN 56716  
T. 218-281-6522



## INVOICE

### WHKS & Co

ggustafson@whks.com  
2905 Broadway Avenue S  
Rochester, MN 55904

Invoice Number: 235320  
Date: December 26, 2024  
Project Number: 2023-11919

### North Zumbro Sanitary District

**For Professional Services Rendered Through: December 13, 2024**

Between November 9th and December 13th, 2024

-		
-		\$33.50
Company Vehicle Mileage		\$33.50
<b>- Total:</b>		<b>\$33.50</b>

### 01 - Project Management and General Meetings

<b>011 - Project Management and Administration</b>	<b>\$5,808.75</b>
Labor	\$5,808.75
<b>013 - Executive Committee Meetings</b>	<b>\$448.29</b>
Labor	\$390.00
Company Vehicle Mileage	\$58.29

**01 - Project Management and General Meetings Total: \$6,257.04**

### 02 - MPCA Coordination/Permitting

<b>026 - Prepare EAW List Tasks</b>	<b>\$6,579.70</b>
Labor	\$3,210.00
Stantec Consulting Services Inc	\$3,369.70

**02 - MPCA Coordination/Permitting Total: \$6,579.70**

**04 - Topographical Survey**

<b>041 - Main Site Topo Survey</b>	<b>\$1,215.00</b>
Labor	\$1,215.00
<b>042 - Lift Stations and Forcemains Topo Survey</b>	<b>\$7,263.56</b>
Labor	\$7,033.75
Company Vehicle Mileage	\$229.81

**04 - Topographical Survey Total: \$8,478.56**

**05 - Land Acquisition Assistance**

<b>051 - Main Facility Land Acquisition Assistance</b>	<b>\$292.50</b>
Labor	\$292.50
<b>052 - Pine Island Lift Stations and Forcemains Land Acquisition and Easement Assistance</b>	<b>\$243.75</b>
Labor	\$243.75

**05 - Land Acquisition Assistance Total: \$536.25**

**08 - WWTF Building Architecture, MEP, Structural**

<b>081 - Building Architectural</b>	<b>\$4,347.50</b>
Labor	\$4,347.50
<b>082 - Mechanical, Electrical, Plumbing</b>	<b>\$182.50</b>
Labor	\$182.50
<b>083 - Building Structural Design - Non Process Related</b>	<b>\$2,255.00</b>
Labor	\$2,255.00

**08 - WWTF Building Architecture, MEP, Structural Total: \$6,785.00**

**10 - Forcemain and Local Collection System Design**

<b>101 - Pine Island</b>	<b>\$2,785.00</b>
Labor	\$2,785.00
<b>104 - Goodhue</b>	<b>\$405.00</b>
Labor	\$405.00

**10 - Forcemain and Local Collection System Design Total: \$3,190.00**

**Invoice Total \$31,860.05**

<b>Invoice Number</b>	2316457
<b>Invoice Date</b>	November 25, 2024
<b>Customer Number</b>	223001
<b>Project Number</b>	227706915

**Bill To**

Widseth Smith Nolting (WSN)  
Accounts Payable  
610 Filmore Street  
Alexandria MN 56308  
United States

**Please Remit To**

Stantec Consulting Services  
Inc. (SCSI)  
13980 Collections Center  
Drive  
Chicago IL 60693  
United States  
Federal Tax ID  
11-2167170

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**Project Description:** North Zumbro Sanitary District - Alternate Route

<b>Stantec Project Manager:</b>	Julin, Angela
<b>Authorization Amount:</b>	\$60,425.00
<b>Authorization Previously Billed:</b>	\$26,701.20
<b>Authorization Budget Remaining:</b>	\$30,354.10
<b>Authorization Billed to Date:</b>	\$30,070.90
<b>Current Invoice Due:</b>	\$3,369.70
<b>For Period Ending:</b>	November 1, 2024

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<b>Contact Name :</b>	Mike Pederson
<b>Contact Job Title :</b>	Director of Environmental Services
<b>Invoice email :</b>	mike.pederson@widseth.com
<b>Client contact email :</b>	mike.pederson@widseth.com

INVOICE

Invoice Number

2316457

Project Number

227706915

**Top Task 100**

**Archaeological Survey**

**Low Task 100.3**

**Fieldwork**

**Professional Services**

**Billing Level**

	<b>Date</b>	<b>Hours</b>	<b>Rate</b>	<b>Current Amount</b>
Archaeology Crew Lead				
Jensen, Joshua S	2024-09-04	1.00	95.00	95.00
Jensen, Joshua S	2024-09-05	1.50	95.00	142.50
Jensen, Joshua S	2024-09-06	1.00	95.00	95.00
Witt, Claire	2024-09-11	4.00	95.00	380.00
		<b>7.50</b>		<b>712.50</b>
Archaeology Technician 3				
Adams, T'Keyah (Keyah)	2024-09-11	4.00	85.00	340.00
Bakken, Rikka	2024-09-04	1.00	85.00	85.00
Bakken, Rikka	2024-09-06	1.00	85.00	85.00
Bakken, Rikka	2024-09-11	4.00	85.00	340.00
		<b>10.00</b>		<b>850.00</b>
Principal Investigator				
Julin, Angela	2024-09-11	4.00	125.00	500.00
		<b>4.00</b>		<b>500.00</b>
<b>Professional Services Subtotal</b>		<b>21.50</b>		<b>2,062.50</b>

**Disbursements**

	<b>Date</b>	<b>Cost</b>	<b>%</b>	<b>Current Amount</b>
Direct - Field Supplies				
Sabyan, Sarena US6438679	2024-08-27	5.37	10.00	5.91
Direct - Travel & Accommodation				
Witt, Claire US6503878	2024-08-27	280.92	10.00	309.01
Direct - Vehicle (mileage)				
Adams, T'Keyah (Keyah) US6429410 85 MILES	2024-09-11			62.65
Bakken, Rikka US6429300 125 MILES	2024-09-12			92.13

INVOICE

Invoice Number

2316457

Project Number

227706915

Disbursements Subtotal

469.70

Low Task 100.3 Subtotal

2,532.20

Low Task 100.5

Report

Professional Services

**Billing Level**

**Date**

**Hours**

**Rate**

**Current Amount**

Archaeology Crew Lead

Witt, Claire

2024-09-12

4.75

95.00

451.25

Witt, Claire

2024-09-13

3.00

95.00

285.00

Witt, Claire

2024-09-16

0.50

95.00

47.50

Witt, Claire

2024-10-09

0.25

95.00

23.75

8.50

807.50

Project Controller

Setnor, Lisa Marie

2024-09-18

0.25

120.00

30.00

0.25

30.00

**Professional Services Subtotal**

8.75

837.50

Low Task 100.5 Subtotal

837.50

**Top Task 100 Total**

3,369.70

Total Fees & Disbursements

\$3,369.70

**INVOICE TOTAL (USD)**

3,369.70

Please contact Kyera Tessier if you have any questions concerning this invoice.

[E-mail: Kyera.Tessier@Stantec.com](mailto:Kyera.Tessier@Stantec.com)

**\*\* PLEASE INCLUDE AN INVOICE # WITH PAYMENT \*\***

*Thank you.*



MINNESOTA

PUBLIC FACILITIES AUTHORITY

Water Infrastructure Project Disbursement Request Form

Recipient - Contract ID: North Zumbro SSD\_SPAP\_01

Project Title: North Zumbro Sanitary District Project

Disbursement request details: Request Number: 8 Amount: \$110,208.82

notes:

Prepared by: Elizabeth R. Howard

Authorized by: Name (print) Elizabeth R. Howard

Title/phone City Administrator - 507-356-4591 ext. 9

Sign/date [Signature] 01/16/25

I hereby certify that this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement, and that I am authorized to request disbursements on behalf of the recipient.

MPFA approvals:

Table with 4 columns: MPFA Loan Officer, date, MPFA Executive Director, date. Content: #N/A

The remainder of this form is reserved for MPFA Disbursement Coding.

The Note for this project is: N/A-grant only

Loan Officer - please check this box IFF this is the final request on this project: [ ]

# MN Public Facilities Authority - Water Infrastructure Project Disbursement Request Form

## Instructions

Disbursement requests must be received by PFA no later than the 15<sup>th</sup> of each month in order to be paid during that month. Generally, disbursements will be processed on the Wed following the 4th Tue. Recipients are advised to include a provision in their contracts specifying contractor deadlines for invoice submittal, so that local approval can be coordinated with the PFA disbursement schedule.

To request funds, an authorized official of the recipient entity must sign a completed Project Disbursement Request Form, to be submitted by mail, e-mail or fax (**ONLY ONE**) to your MPFA loan officer. Copies of invoices and supporting documents must be submitted with the request. Retain a copy of the request and all documentation for your files.

The request form contains a certification. Each certification relates to the request and related back-up for expenditures, as to accuracy and compliance with agreement conditions.

In addition, if the PFA project funding includes or may include federal monies, the certification also includes language regarding labor standards compliance. U. S. Department of Labor Davis Bacon regulations at 29CFR 5.5(a)(1) require that covered employees are properly paid the full amount of required wages and fringes, that workers are compensated for the type of work being performed according to the classification, and additional classifications, if needed, were sought and employees paid the approved rate. For full text of 29 CFR 5.5(a)(1) see hyperlink below:

[29 CFR 5.5\(a\)\(1\)](#)

<-- this is the hyperlink; below is the full web url:

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=29:1.1.1.1.6&idno=29#29:1.1.1.1.6.1.27.4>

If the Recipient has hired a consulting engineer or other consultant for labor standards compliance, obtain a signed and dated certification from that entity that states "To the best of our knowledge, the certified payroll records received in connection with invoice number (identify number) from (identify contractor(s)) are in compliance with the U.S. Department of Labor prevailing wage requirements of 29 CFR 5.5(a)(1)." Keep the signed certifications on file with the disbursement request.

The *Summary of Project Costs* form may be useful to track project costs through the disbursement phase. Please submit this form with the Disbursement Request Form and supporting documents.

Submit completed and signed the Project Disbursement Request Form and all supporting invoices and other documentation, by **ONLY ONE** of the following methods:

**mail:** Minnesota Public Facilities Authority  
#N/A  
332 Minnesota Street, W820  
1st National Bank Building  
Saint Paul, MN 55101-1378

**OR e-mail:** [#N/A](#)

**OR fax:** 651-296-8833

**MN Public Facilities Authority**  
**Project Disbursement Request - Summary of Project Costs**

Recipient - Contract ID: **North Zumbro SSD\_SPAP\_01**

SPAP: MPFA-SPAP-G-061-FY24 \$ 10,000,000  
\$ 10,000,000

*note to recipient: complete the yellow-highlighted boxes below for each request:*

The costs detailed below relate to **Project Disbursement Request #:** 6

Cost descriptions	Amounts
A. Non-Construction: Engineering	\$ 106,933.56
Legal/Finance	\$ 2,905.00
Administration	\$ -
Other	\$ 370.26
Total Non-Construction	\$ 110,208.82
B. Construction:	
<u>Clean Water...</u> Treatment Facilities	\$ -
Collector Systems	\$ -
Interceptor	\$ -
Lift Station	\$ -
Equipment	\$ -
Other	\$ -
Total Construction	\$ -
C. Total disbursement request (A + B):	\$ 110,208.82
D. Total of previous requests submitted to PFA ** (see pg 2 for detail):	\$ 2,469,238.13
E. Total requested to date (C + D):	\$ 2,579,446.95
F. Original award total from above:	\$ 10,000,000.00
G. Remaining un-drawn balance (F – E):	\$ 7,420,553.05

Notes:

**page 2 may be used by the recipient for tracking past disbursement requests on this project**

\*\* History of payment requests submitted to PFA:

Req #	Dated	Notes	\$ amount Requested	\$ amount Paid by PFA
1	05/16/24		\$ 894,082.89	\$ 894,082.89
2	06/11/24		\$ 97,365.45	\$ 97,365.45
3	08/14/24		\$ 145,397.77	\$ 145,397.77
4	09/16/24		\$ 60,053.89	\$ 60,053.89
5	10/15/24		\$ 1,029,827.54	\$ 1,029,827.54
6	11/14/24		\$ 124,868.17	\$ 124,868.17
7	12/12/24		\$ 117,642.42	\$ 117,642.42
8	01/16/25		\$ 110,208.82	
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<b>total requested / paid prior to this request:</b>			<b>\$ 2,579,446.95</b>	<b>\$ 2,469,238.13</b>



**MINNESOTA**

**PUBLIC FACILITIES AUTHORITY**

### Water Infrastructure Project Disbursement Request Form

Recipient - Contract ID: **North Zumbro SSD\_SPAP\_01**

Project Title: North Zumbro Sanitary District Project


Disbursement request details: Request Number: **9** Amount: **\$152,346.73**

notes:

Prepared by: **Elizabeth R. Howard**

Authorized by: Name (print) **Elizabeth R. Howard**

Title/phone **City Administrator - 507-356-4591 ext. 9**

Sign/date  **02/05/25**

*I hereby certify that this request for disbursement is, to the best of my knowledge and belief, true and accurate and made in accordance with the conditions of the project agreement, and that I am authorized to request disbursements on behalf of the recipient.*

MPFA approvals:

MPFA Loan Officer	date	MPFA Executive Director	date
#N/A			

***The remainder of this form is reserved for MPFA Disbursement Coding.***

The Note for this project is: **N/A-grant only**

Loan Officer - please check this box IFF this is the final request on this project:

# MN Public Facilities Authority - Water Infrastructure Project Disbursement Request Form

## Instructions

Disbursement requests must be received by PFA no later than the 15<sup>th</sup> of each month in order to be paid during that month. Generally, disbursements will be processed on the Wed following the 4th Tue. Recipients are advised to include a provision in their contracts specifying contractor deadlines for invoice submittal, so that local approval can be coordinated with the PFA disbursement schedule.

To request funds, an authorized official of the recipient entity must sign a completed Project Disbursement Request Form, to be submitted by mail, e-mail or fax (**ONLY ONE**) to your MPFA loan officer. Copies of invoices and supporting documents must be submitted with the request. Retain a copy of the request and all documentation for your files.

The request form contains a certification. Each certification relates to the request and related back-up for expenditures, as to accuracy and compliance with agreement conditions.

In addition, if the PFA project funding includes or may include federal monies, the certification also includes language regarding labor standards compliance. U. S. Department of Labor Davis Bacon regulations at 29CFR 5.5(a)(1) require that covered employees are properly paid the full amount of required wages and fringes, that workers are compensated for the type of work being performed according to the classification, and additional classifications, if needed, were sought and employees paid the approved rate. For full text of 29 CFR 5.5(a)(1) see hyperlink below:

[29 CFR 5.5\(a\)\(1\)](#)

<-- this is the hyperlink; below is the full web url:

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=29:1.1.1.1.6&idno=29#29:1.1.1.1.6.1.27.4>

If the Recipient has hired a consulting engineer or other consultant for labor standards compliance, obtain a signed and dated certification from that entity that states "To the best of our knowledge, the certified payroll records received in connection with invoice number (identify number) from (identify contractor(s)) are in compliance with the U.S. Department of Labor prevailing wage requirements of 29 CFR 5.5(a)(1)." Keep the signed certifications on file with the disbursement request.

The *Summary of Project Costs* form may be useful to track project costs through the disbursement phase. Please submit this form with the Disbursement Request Form and supporting documents.

Submit completed and signed the Project Disbursement Request Form and all supporting invoices and other documentation, by **ONLY ONE** of the following methods:

**mail:** Minnesota Public Facilities Authority  
#N/A  
332 Minnesota Street, W820  
1st National Bank Building  
Saint Paul, MN 55101-1378

**OR e-mail:** [#N/A](#)

**OR fax:** 651-296-8833

**MN Public Facilities Authority**  
**Project Disbursement Request - Summary of Project Costs**

Recipient - Contract ID: **North Zumbro SSD\_SPAP\_01**

SPAP:	MPFA-SPAP-G-061-FY24	\$ 10,000,000
		\$ 10,000,000

*note to recipient: complete the yellow-highlighted boxes below for each request:*

The costs detailed below relate to **Project Disbursement Request #:** 9

Cost descriptions	Amounts
A. Non-Construction: Engineering	\$ 148,909.64
Legal/Finance	
Administration	\$ -
Other	\$ 3,437.09
Total Non-Construction	\$ 152,346.73
B. Construction:	
<u>Clean Water...</u> Treatment Facilities	\$ -
<u>Drinking Water...</u> Treatment	
Collector Systems	\$ -
Transmission & Distribution	
Interceptor	\$ -
Source (Wells/surface water intakes)	
Lift Station	\$ -
Storage / Water Tower	
Equipment	\$ -
Other	\$ -
Total Construction	\$ -
C. Total disbursement request (A + B):	\$ 152,346.73
D. Total of previous requests submitted to PFA ** (see pg 2 for detail):	\$ 2,579,446.95
E. Total requested to date (C + D):	\$ 2,731,793.68
F. Original award total from above:	\$ 10,000,000.00
G. Remaining un-drawn balance (F – E):	\$ 7,268,206.32

Notes:

**page 2 may be used by the recipient for tracking past disbursement requests on this project**

\*\* History of payment requests submitted to PFA:

Req #	Dated	Notes	\$ amount Requested	\$ amount Paid by PFA
1	05/16/24		\$ 894,082.89	\$ 894,082.89
2	06/11/24		\$ 97,365.45	\$ 97,365.45
3	08/14/24		\$ 145,397.77	\$ 145,397.77
4	09/16/24		\$ 60,053.89	\$ 60,053.89
5	10/15/24		\$ 1,029,827.54	\$ 1,029,827.54
6	11/14/24		\$ 124,868.17	\$ 124,868.17
7	12/12/24		\$ 117,642.42	\$ 117,642.42
8	01/16/25		\$ 110,208.82	\$ 110,208.82
9	02/05/25		\$ 152,346.73	
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<b><i>total requested / paid prior to this request:</i></b>			<b><u>\$ 2,731,793.68</u></b>	<b><u>\$ 2,579,446.95</u></b>

## FARMING LEASE

THIS FARMING LEASE (this "Lease"), is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the North Zumbro Sanitary Sewer District, JPA (the "NZSSD") and James & Connie Wendt (the "Tenant").

1. Property Description. In consideration of the rents and promises contained herein, the NZSSD hereby rents to the Tenant the property located with PID: 72.450.0010 consisting of approximately 33.23 acres (the "Property"). The Property is legally described as: Lot 1 Block 1 North Zumbro Subdivision.
2. Term. The term of this Lease commences on April 1<sup>st</sup>, 2025 and terminates on November 1<sup>st</sup>, 2025, unless otherwise terminated pursuant to the terms herein. Thereafter, this Lease shall automatically renew annually with terms running from April 1<sup>st</sup> to November 1<sup>st</sup> unless either party gives notice of non-renewal to the other by no later than March 1<sup>st</sup> in the year of such termination.
3. Base Rent. Commencing on April 1<sup>st</sup>, 2025, and on the first day of April each year thereafter in which this Lease remains in effect, the Tenant shall pay the NZSSD rent in the amount of \$240.00 per acre, for a total of \$7,975.20 per year ("Rent").
4. Property Taxes. The NZSSD shall pay to the public authority responsible for the collection of real property taxes and assessments, all such real property taxes and assessments levied against the land and improvements constituting the demised premises, provided, however, that the NZSSD's failure to pay such taxes and assessments shall not constitute a breach of this Lease.
5. Quiet Enjoyment. The NZSSD warrants that it has full right to execute and to perform this Lease and to grant the estate demised, and that the Tenant, upon the Tenant's performance of all the terms, conditions, covenants, and agreements on the Tenant's part to be observed and performed under this Lease, may peaceably and quietly enjoy the Property subject to the terms and conditions of this Lease.
6. Access to the Property. The Tenant agrees to permit the NZSSD and the authorized representatives of the NZSSD to enter the Property at all times during normal business hours, upon 24 hours' notice to the Tenant, for the purpose of inspecting the same and conducting such investigations, tests, measurements, and assessments as may be desired by the NZSSD. In the event of an emergency constituting a danger to life, health, safety, or property, the NZSSD may enter the Property at any given time without the consent of or notice to the Tenant.
7. Tenant Obligations. The Tenant shall be responsible for the following:
  - A. The Tenant shall use the Property for agricultural purposes only, which includes farming and cultivation. The production of any legal agricultural crop on the Property is permitted, provided that the production of such crop does not damage

the Property due to excessive runoff or erosion. The Tenant agrees to use normal and customary farming practices in the care and maintenance of the Property and, without limiting normal practices, keep the Property free of noxious weeds to the greatest extent possible;

- B. The Tenant agrees that it shall not use the Property for the storage, handling, transportation, or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Lease shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated, or classified under any Environmental Law or other applicable federal, state, or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance"; (ii) a "hazardous waste"; (iii) toxic pollutant; (iv) a "hazardous air pollutant"; (v) a "hazardous material"; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future.
  - C. The Tenant agrees to comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county, municipal, watershed, and other units of government regulating the use of the Property;
  - D. The Tenant shall not do anything in or about the Property which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease;
  - E. The Tenant shall not make any alterations or improvements to the Property without the NZSSD's prior written consent. Any additions or improvements authorized by the NZSSD shall be made at the Tenant's sole expense and shall remain on the Property at the expiration of this Lease.
  - F. The Tenant shall refrain from using or applying any chemicals or products on Property which contain phosphorous;
  - G. The Tenant is not required to plow back the Property prior to the termination of this Lease; and
8. Costs Associated with the Lease. The NZSSD is not responsible for paying any of the Tenant's costs associated with this Lease. The Tenant shall pay all costs related to farming the Property.
9. Insurance. The Tenant shall, at the Tenant's expense during the term of this Lease, keep in full force and effect a policy or policies of "occurrence" based general liability insurance, providing coverage for personal injury, personal property damage, and contractual liability, on terms and with companies acceptable to the NZSSD. Such policy or policies shall name both the Tenant and the NZSSD as insured parties and shall have combined policy limits

in amounts not less than \$500,000. The Tenant shall furnish evidence satisfactory to the NZSSD at the time this Lease is executed that such coverage is in full force and effect.

10. Indemnification. The Tenant shall hold the NZSSD harmless from and indemnify and defend the NZSSD against any claim or liability arising in any manner from the Tenant's use, improvement, and occupancy of the Property, or relating to the death or bodily injury to any person or damage to or loss of any personal property present on or located upon the Property, including all persons upon the Property at the Tenant's invitation or sufferance.
11. Assignment and Sublease Prohibited. The Tenant shall not sublet any portion of the Property or transfer or assign this Lease.
12. Surrender of Possession. Upon expiration or termination of this Lease, the Tenant shall peaceably surrender the Property and remove all debris, crops, and personal property from the Property. The Tenant shall be conclusively deemed to have abandoned any personal property and crops not removed prior to the effective date of the NZSSD's termination of this Lease or the Tenant's surrender of the Property. All debris, crops, and personal property may be removed and disposed of by the NZSSD, and the Tenant shall be responsible for any removal and disposal costs.
13. Sale or Encumbrance of the Property. If the NZSSD sells or otherwise voluntarily conveys the Property during the term of this Lease, the NZSSD shall terminate this Lease pursuant to the terms herein.
14. Tenant's Default.

If the Tenant fails to pay rent when due or otherwise fails to comply with any term of this Lease, the NZSSD shall have the following remedies;

(1) The NZSSD may terminate this Lease by written notice to the Tenant in which case the Tenant shall vacate the Property in accordance with paragraph 12 of this Lease.

(2) The NZSSD may, whether or not the NZSSD has elected to terminate this Lease, immediately commence summary proceedings in unlawful detainer to recover possession of the Property.

(3) In addition to all other remedies of the NZSSD, the NZSSD shall be entitled to reimbursement upon demand of all reasonable attorneys' fees which it incurs in connection with any Event of Default.

(4) The NZSSD may initiate legal proceedings to enforce the provisions of this Lease.

All such remedies shall be cumulative and may be exercised from time to time and as often as the occasion may arise.

15. Loss and Damage. The Tenant assumes and bears the risk of all loss and damage to the Property from any and every cause whatsoever, whether or not insured, except in the case of gross negligence or intentional misconduct on the part of the NZSSD, its officials, employees, agents, or contractors.
16. Limitation of Warranties and Liability. In no event shall the NZSSD be liable for special, incidental, or consequential damages, including but not limited to lost profits, lost business opportunity, or damages related to Tenant's use or intended use of the Property.
17. Lease is Binding. This Lease shall be binding upon the parties hereto and their successors and assigns.
18. Notification. Notices related to this Lease shall be sent to the following addresses:
  - A. As to the NZSSD: North Zumbro Sanitary Sewer district:  
c/o: City of Pine Island  
250 South Main Street, P.O. Box 280  
Pine Island, MN 55963  
Attn: City Administrator
  - B. As to the Tenant: 908 4TH ST E  
Zumbrota, MN 55992  
Attn: Jim and Connie Wendtor to such other address as either party may notify the other pursuant to this paragraph.
19. Entire Agreement. It is understood that this Lease contains all agreements, promises, and understandings between the NZSSD and the Tenant regarding the subject matter hereof. This Lease supersedes any prior agreements between the parties regarding the subject matter hereof and any prior lease related to the Property. No modification to this Lease is binding unless made in writing and signed by the parties.
20. Choice of Law. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease.
21. NZSSD's Disclaimer of Warranty. The NZSSD disclaims any warranty that the Property is suitable for the Tenant's use.
22. Termination For Convenience. In addition to the NZSSD's right to terminate this Lease for Tenant's default, the NZSSD may also terminate this Lease for convenience upon 30 days' written notice to the Tenant effective at end of current lease year.

*[Remainder of Page Left Intentionally Blank]*

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed in form and manner sufficient to bind them at law, as of the day and year first above written.

**North Zumbro Sanitary Sewer District JPA,**

By: \_\_\_\_\_  
Elizabeth Howard  
Its: Chair

By: \_\_\_\_\_  
Michael Boulton  
Its: Secretary

**James D Wendt & Connie R. Wendt**

By: \_\_\_\_\_  
James D. Wendt

By: \_\_\_\_\_  
Connie R. Wendt

**APPLICATION FOR:**

**PROPERTY / CASUALTY COVERAGE APPLICATION**

APPLICATION FOR: <input type="text" value="North Zumbro Sanitary Sewer District"/>	<b>Deductible Information</b>
Address: <input type="text" value="PO Box 280"/> <input type="text"/>	
City, State, Zipcode: <input type="text" value="Pine Island, MN 55963"/>	
County: <input type="text" value="Goodhue"/>	
Phone: <input type="text" value="57-356-4591"/>	
Contact Person: <input type="text" value="Elizabeth Howard"/> Title: <input type="text" value="Pine Island City Administrator"/>	
Is the applicant a Member of The League of Minnesota Cities? <input checked="" type="radio"/> Yes <input type="radio"/> No	

**PROPERTY / CASUALTY COVERAGE APPLICATION**

Does the member own any property or buildings in other states?  Yes  No

If yes, please describe.

Submitting Agency: <input type="text"/>
Address: <input type="text"/> <input type="text"/>
City, State, Zipcode: <input type="text"/>
Phone: <input type="text"/>
Facsimile: <input type="text"/>
Agency Contact: <input type="text"/>
Email Address: <input type="text"/>
<input type="radio"/> 10% <input type="radio"/> City Compensates Agent Directly <input type="radio"/> Other: <input type="text"/>

**APPLICATION FOR:**

*PROPERTY / CASUALTY COVERAGE NOTES CONTINUED*

**PROPERTY / CASUALTY COVERAGE NOTES**

Agent Notes:

Underwriter Notes:

**AUTO SCHEDULE FOR:**

Item#	Year	Make	Model	Type	Value	Veh ID	Phys Dmg	APD+	Opt. City
+ -							<input type="checkbox"/>	<input type="checkbox"/>	
<b>Auto Schedule Item Count: 1</b>									

**MOBILE PROPERTY SCHEDULE FOR:**

DEL	Item #	Description	Value	Opt. City
<input type="checkbox"/>				
<b>Mobile Schedule Item Count: 1</b>				

**PROPERTY SCHEDULE FOR:**

	DEL	Item #	Address	Description	Bldg Limit	Contents Limit	PIO Limit	Constr	Sprnk	Flood	Opt. City
+ -	<input type="checkbox"/>								<input type="checkbox"/>		
<b>Property Schedule Item Count: 1</b>											

43.78 acres within Zumbrota, MN of undeveloped land (PID 724500010) - Purchased in 2024 for \$957,000

**APPLICATION RATING SURVEY FOR:**

**LIABILITY RATING SURVEY**

Keep in mind for some members there are some ratables that are not applicable.

- Only cities need to provide the number of households.
- Only cities and entities with employees need to provide the number of employees.
- Only cities and entities with a police liability exposure need to provide the number of police officers.
- Only cities and entities with a sewer backup liability exposure need to provide the number of sewer connections.

	<b>Answer</b>	<b>Comments</b>
<b>Number of Households</b>	0	
<b>Number of Full Time Equivalent (FTEs)</b>	0	
<b>Number of Police Officers (FTEs)*</b>	0	
<b>Does the entity contract with another entity for their police protection services? If yes, please provide a comment.</b>	<input type="radio"/> Yes <input type="radio"/> No	
<b>Number of Sewer Connections</b>	0	

*\*Include police officers counted in the FTE count above.*

If your city has no officers on staff - please provide comments on who provides police protection. (i.e. contract with the county)

**LIABILITY RATING EXPENDITURES SURVEY**

Please provide the three annual expenditure figures below.

For your convenience, we've provided data we have on file that was provided last year. In some cases, these figures were estimated by LMCIT.

	<b>Answer</b>	<b>Comments</b>
<b>Projected expenditures for the current year</b>	\$0	
<b>Actual expenditures from the most recently completed year</b>	\$0	
<b>Actual expenditures from the second most recently completed year</b>	\$0	

POSSIBLE SERVICE CONTRACT DEDUCTION (to be calculated by your underwriter.)

Members who can demonstrate they have appropriately contractually transferred liability exposure in a service contract may be eligible for a special deduction from their liability ratable and they will effectively receive a credit on their liability premium. Please contact your underwriter if there are any service contracts you would like to submit for eligibility. LMCIT will need to review the contract and confirm the risks have been properly transferred.

**APPLICATION FOR:**

**UNDERWRITING QUESTIONS - LIABILITY**

Description	Response	Comments
<i>Liability Contracts: Additional Insured Endorsements</i>		
We will use the current list of additional insured's as listed on the renewal unless we are notified of any changes		
<i>Liability: Additional Coverage</i>		
Does the city have any of the following boards, commissions, authorities or agencies? Damages from their activities are excluded unless they are named in the Declarations. Does the city want additional coverage?	Indicate if the city has any of the following and if additional coverage is needed.	
Gas Utilities Commission	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Electric Utilities Commission	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Steam Utilities Commission	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Port Authority	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Housing and Redevelopment Authority	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Economic Development Authority	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Area or Municipal Redevelopment Authority	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Municipal Power Agency	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Municipal Gas Agency	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
<i>Liability Coverage: Coverage is excluded for these events.</i>		
Does the city own, operate or sponsor any of the following special event/risks? LMCIT does not provide coverage. City will need to purchase coverage elsewhere.		
Automobile, mobile equipment, snowmobile or motor cycle in any racing, pulling, speeding or demolition contest or stunting event.	<input type="radio"/> Yes <input type="radio"/> No	
Amusement devices with a power motor greater than 5 H.P.	<input type="radio"/> Yes <input type="radio"/> No	
<i>Liability Coverage: Coverage is excluded on dams. Optional coverage is available.</i>		
Does the city own a dike, levee, or Class 1 or Class II dam as classified by the Commission of Natural Resources? LMCIT does not provide coverage for failure or bursting of these structures unless it has received prior coverage approval from your LMCIT underwriter.	<input type="radio"/> Yes <input type="radio"/> No	
Does the city want LMCIT to consider optional coverage on these dams? Additional information will be required; please contact your LMCIT underwriter.	<input type="radio"/> Yes <input type="radio"/> No	
<i>Liability: Coverage is excluded on Joint Power Entities, but a joint planning board created pursuant to an orderly annexation agreement or joint resolution between the city and a township is deemed to be a covered joint powers entity under this agreement.</i>		
Optional coverage is available.		
Please submit complete details for consideration. Coverage is not bound or in effect until you have received a written acceptance from LMCIT		

**APPLICATION FOR:**

*UNDERWRITING QUESTIONS - LIABILITY CONTINUED*

Description	Response	Comments
<i>Liability: Limitation of Coverage</i>		
Does the city own or operate any of the following entities or operations? Municipal liability coverage, except for bodily injury, property damage and personal injury is automatically provided.		
Hospitals	<input type="radio"/> Yes <input type="radio"/> No	
Nursing Homes	<input type="radio"/> Yes <input type="radio"/> No	
Health Clinics	<input type="radio"/> Yes <input type="radio"/> No	
<i>Liability Coverage: Airports</i>		
Does the city own an airport? Municipal Liability coverage except for bodily injury, property damage and personal injury is automatically provided.	<input type="radio"/> Yes <input type="radio"/> No	
Does the city want LMCIT to consider providing additional coverage for this airport? If so, please contact your LMCIT underwriter.	<input type="radio"/> Yes <input type="radio"/> No	
<i>Liability: Medical Payments</i>		
Does the city want to exclude medical payments?	<input type="radio"/> Yes <input type="radio"/> No	
<i>Liability: Special Exposures</i>		
Does the city own, operate or maintain a licensed child care program that is not a drop-in child care program as defined by MN Statute 245A.02?	<input type="radio"/> Yes <input type="radio"/> No	
Is the entity currently selling, or planning to sell, any cannabis or THC products (e.g. edibles, infused drinks)?	<input type="radio"/> Yes <input type="radio"/> No	
Is the entity planning or potentially planning to open a municipal marijuana dispensary?	<input type="radio"/> Yes <input type="radio"/> No	
Does the city have any of the following exposures?		
Is there a city sponsored fireworks display?	<input type="radio"/> Yes <input type="radio"/> No	
<i>Liability: Staff Attorneys</i>		
Does the city have staff attorneys?	<input type="radio"/> Yes <input type="radio"/> No	
Does the City want coverage on their staff attorneys?	<input type="radio"/> Yes <input type="radio"/> No	

**APPLICATION FOR:**

**UNDERWRITING QUESTIONS - PROPERTY/CRIME/PETRO**

Description	Response	Comments
<i>Mobile Property</i>		
Does the city want blanket mobile property coverage for all items less than \$250,000?	<input type="radio"/> Yes <input type="radio"/> No	
<i>Property Additional Coverage</i>		
Does the city want coverage on the following entities property? Property/Crime/Petro coverage for these entities is not provided by LMCIT unless the entities listed below are added by endorsement.		
Gas Utilities Commission	<input type="radio"/> Yes      No <input type="radio"/> N/A	
Electric Utilities Commission	<input type="radio"/> Yes      No <input type="radio"/> N/A	
Steam Utilities Commission	<input type="radio"/> Yes      No <input type="radio"/> N/A	
Port Authority	<input type="radio"/> Yes      No <input type="radio"/> N/A	
Housing and Redevelopment Authority	<input type="radio"/> Yes      No <input type="radio"/> N/A	
Economic Development Authority	<input type="radio"/> Yes      No <input type="radio"/> N/A	
Area or Municipal Redevelopment Authority	<input type="radio"/> Yes      No <input type="radio"/> N/A	
Municipal Power Agency	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Municipal Gas Agency	<input type="radio"/> Yes      No <input type="radio"/> N/A	
Hospital Board or Commission	<input type="radio"/> Yes      No <input type="radio"/> N/A	
Nursing Home Board or Commission	<input type="radio"/> Yes      No <input type="radio"/> N/A	
Airport Commission	<input type="radio"/> Yes      No <input type="radio"/> N/A	
Joint powers entity; but a joint planning board created pursuant to an orderly annexation agreement or joint resolution between the city and a township is deemed to be covered by joint powers entity under this agreement.	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
<i>Property: Flood Coverage</i>		
The property schedule will show the LMCIT flood coverage at each location. Please review and let LMCIT know if any of the locations may be eligible for flood coverage. All locations will have flood code "C", unless the city notifies the LMCIT underwriter.		
Does the city want supplemental flood coverage on any of their properties? To obtain LMCIT's supplemental flood coverage, member needs to have already purchased the maximum limit of NFIP flood insurance.	<input type="radio"/> Yes <input type="radio"/> No	
<i>Property: Buildings Under Construction</i>		
Does the city have buildings under construction? LMCIT must be notified of all builder's risk with values greater than \$3,000,000.	<input type="radio"/> Yes <input type="radio"/> No	
<i>Property: Vacant Buildings</i>		
Does the city have any vacant buildings? Please update the property schedule and note which buildings are vacant here.	<input type="radio"/> Yes <input type="radio"/> No	
<i>Property: Historical Significant Buildings</i>		
Does the city have any historical significant buildings on their current schedule?	<input type="radio"/> Yes <input type="radio"/> No	
Do the values represent the reproduction costs?	<input type="radio"/> Yes <input type="radio"/> No	

**APPLICATION FOR:**

*UNDERWRITING QUESTIONS - PROPERTY/CRIME/PETRO CONTINUED*

Description	Response	Comments
Are there any additional buildings that the city wants LMCIT to determine the reproduction costs?	<input type="radio"/> Yes <input type="radio"/> No	
<i>Crime - Additional Limits</i>		
Does the city want additional crime coverage limits beyond \$250,000 per occurrence? If so, please contact your underwriter.	<input type="radio"/> Yes <input type="radio"/> No	
Does the member have a documented wire / funds transfer policy to verify the accuracy of vendor or customer payment requests with a representative of the vendor or customer directly, independent of email?	<input type="radio"/> Yes <input type="radio"/> No	
Does the member have a documented accounts payable policy to verify the authenticity of requests to change vendor bank account details?	<input type="radio"/> Yes <input type="radio"/> No	

**APPLICATION FOR:**

**UNDERWRITING QUESTIONS - AUTOMOBILE**

Description	Response	Comments
<i>Automobile Liability: LMCIT coverage is excess when a person or group uses their own vehicles on city business.</i>		
Optional coverage is available making LMCIT coverage primary. Do you want this coverage?	<input type="radio"/> Yes <input type="radio"/> No	
Please provide a list of persons or a list of groups and the number of persons in each group.		
<i>Automobile Physical Damage: LMCIT provides ACV coverage.</i>		
Optional auto physical damage enhancement coverage (APD+) is available. The auto schedule will list those autos that currently have APD+. Please note, APD+ coverage is intended for vehicles less than 10 years old	<input type="radio"/> Yes <input type="radio"/> No	
<i>Automobile Physical Damage: Impounded, seized, or forfeited vehicles.</i>		
Optional coverage is available. Note LMCIT will respond to a liability claim the owner makes for damages. However, LMCIT will only pay for damages caused by city negligence. If the city would like to expand damage coverage, irrespective of whether the city was at fault or legally liable, please indicate "yes".	<input type="radio"/> Yes <input type="radio"/> No	
If "yes", please indicate the address of the impound lot(s) as well as the estimated maximum value of impounded, seized, or forfeited autos at that address at any one point in time. (For rating purposes.)		

**APPLICATION FOR:**

**UNDERWRITING QUESTIONS - CYBER SECURITY**

Description	Response	Comments
The standard limit for first party cyber coverage is \$250,000 annual aggregate, but members can increase this limit to \$500,000 for an additional premium charge. Does the entity want to increase the limit?	<input type="radio"/> Yes <input type="radio"/> No	
Who is the primary responsible party for cyber security?		
Name		
Title		
Email		
Is cyber awareness training conducted at least annually for all employees?	<input type="radio"/> Yes <input type="radio"/> No	
Does the entity have a computer use policy that outlines use of personal computing devices, data storage locations, and data security access?	<input type="radio"/> Yes <input type="radio"/> No	
Does the entity have a physical firewall between the internet and the entity's network?	<input type="radio"/> Yes <input type="radio"/> No	
Is anti-virus / malware software updated monthly?	<input type="radio"/> Yes <input type="radio"/> No	
Is Windows software updated monthly?	<input type="radio"/> Yes <input type="radio"/> No	
Does the entity follow a monthly backup procedure that includes storing a copy of computer data elsewhere and in various iterations so that it may be used to restore the original after a data loss?	<input type="radio"/> Yes <input type="radio"/> No	
Does the entity conduct phishing testing?	<input type="radio"/> Yes <input type="radio"/> No	
Is multi-factor authentication required?	<input type="radio"/> Yes <input type="radio"/> No	

**APPLICATION FOR:**

**OPTIONAL EQUIPMENT BREAKDOWN COVERAGE APPLICATION**

**Deductible:** \$0

**Limits:**

Limit any one accident, is the Property General limit of Coverage per Occurrence or \$95,000,000 whichever is less

Description	Response	Comments
<i>Special Occupancies</i>		
If the applicant has any of the following exposures, further analysis may be required by LMCIT. Each exposure must indicate a yes or no response. Special conditions, endorsements, limits and deductibles may apply. Please contact your LMCIT underwriter.	<input type="radio"/> Yes <input type="radio"/> No	
Refuse burning facility (HBB)	<input type="radio"/> Yes <input type="radio"/> No	
Equipment for recovering methane or other gases from a sewage treatment plant or landfill, or any other system for producing industrial gases (HBG)	<input type="radio"/> Yes <input type="radio"/> No	
Hospital/Clinic equipment listed (HBH): CT Scanner, MRI Unit, PET, Linear Accelerator, Lithotripter	<input type="radio"/> Yes <input type="radio"/> No	
Steam or hot water district heating system (HBM)	<input type="radio"/> Yes <input type="radio"/> No	
Electrical Generating Equipment	<input type="radio"/> Yes <input type="radio"/> No	
Type:	<input type="radio"/> Diesel  <input type="radio"/> Other	
<p>LMCIT can provide equipment breakdown coverage for diesel generating equipment, but not for other types of electrical generation equipment such as steam or gas turbines, wind turbines, or hydro-electric facilities. The city must notify LMCIT within 90 days of any new locations that include diesels. Special terms and conditions may apply.</p> <p>If the utility has both diesel and other types of equipment, the entire risk must be placed with an equipment breakdown insurance company.</p> <p>This does not include emergency back-up generators that serve only a single building or function and are not part of a municipal utility.</p>		

**APPLICATION FOR:**

**OPTIONAL FAITHFUL PERFORMANCE BOND COVERAGE APPLICATION**

**Limit Requested: \$0**

**Deductible: \$0**

Description	Response	Comments
<i>Faithful Performance Bonds: Additional Coverage</i>		
The city coverage extends to the city and any relief association. Does the city want bond coverage on any of the entities below? Bond coverage for these entities is not provided unless added by endorsement.		
Gas Utilities Commission	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Electric Utilities Commission	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Steam Utilities Commission	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Port Authority	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Housing and Redevelopment Authority	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Economic Development Authority	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Area or Municipal Redevelopment Authority	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Municipal Power Agency	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Municipal Gas Agency	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Hospital Board or Commission	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Nursing Home Board or Commission	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Airport Commission	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
Joint powers entity; but a joint planning board created pursuant to an orderly annexation agreement or joint resolution between the city and a township is deemed to be covered by joint powers entity under this agreement.	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
<i>Underwriting Requirements</i>		
Does the member need coverage or a quote for a per occurrence limit that is greater than \$50,000?	<input type="radio"/> Yes <input type="radio"/> No	
If a quote for limits more than \$50,000 is not needed, stop here; the rest of the Underwriting Controls section does not need to be completed.		
Do all of the following have annual outside audits performed by either the State Auditor or a professional auditing firm?		
The member (named in the declaration)	<input type="radio"/> Yes <input type="radio"/> No	
Fire relief associations, if any, associated with the fire department of the member.	<input type="radio"/> Yes <input type="radio"/> No	
All additional entities checked above for which the bond coverage applies.	<input type="radio"/> Yes <input type="radio"/> No	
If yes for all of the audit questions, stop here; the rest of the Underwriting Controls section does not need to be completed.		

**APPLICATION FOR:**

*OPTIONAL FAITHFUL PERFORMANCE BOND COVERAGE APPLICATION CONTINUED*

Description	Response	Comments
<b>Do all of the following conduct monthly independent reviews of bank statements, cancelled checks, and cash receipts?</b>		
The member (named in the declaration)	<input type="radio"/> Yes <input type="radio"/> No	
Fire relief associations, if any, associated with the fire department of the member.	<input type="radio"/> Yes <input type="radio"/> No	
All additional entities checked above for which the bond coverage applies.	<input type="radio"/> Yes <input type="radio"/> No	

**APPLICATION FOR:**

**OPTIONAL LIQUOR LIABILITY COVERAGE APPLICATION**

**Effective Date:**

**Licensee Name:**

**License #:**

Description	Response	Comments
<i>Limits of Liability</i>		
Per Occurrence/Per Covered Premises	Limits: \$0	
Annual Aggregate / Per Covered Premises	Limits: \$0	
<i>Receipts: Alcoholic Beverages</i>		
(Past 12 Months)	\$0	
(Estimated Next 12 Months)	\$0	
<i>List of locations covered and their operations:</i>		
Location:		
Operation:		
Location:		
Operation:		
Location:		
Operation:		
Location:		
Operation:		
<i>Underwriting</i>		
Have there been any fights or assaults inside or outside the locations among patrons in the past year?	<input type="radio"/> Yes <input type="radio"/> No	
Have there been any incidents of any employee, officer, or licensee using reasonable force to remove patrons?	<input type="radio"/> Yes <input type="radio"/> No	
Is the entity currently selling, or planning to sell, any cannabis or TCh products (e.g. edibles, infused drinks)?	Yes <input type="radio"/> No <input type="radio"/>	
Please indicate which approved vendor conducts formal alcohol awareness training	<input type="radio"/>	
Is training completed annually?	<input type="radio"/>	
Do you have any special events sponsored and controlled by the liquor store?	<input type="radio"/> Yes <input type="radio"/> No	
Coverage is excluded. An endorsement is necessary. Please let us know if you want coverage.		
Do you have any other special events that are not sponsored or controlled by the liquor store?	<input type="radio"/> Yes <input type="radio"/> No	
Coverage is excluded. An endorsement is necessary. Please let us know if you want coverage.		
<i>Receipts:</i>		
On Sale	\$0	
Off Sale	\$0 <input type="radio"/>	
Special Events	\$0	
Special Event: Number of Days	0	

**APPLICATION FOR:**

**OPTIONAL EXCESS LIABILITY COVERAGE APPLICATION**

Description	Response	Comments
Limit of Excess Covenant desired:	<input type="radio"/> \$1,000,000 <input type="radio"/> \$2,000,000 <input type="radio"/> \$3,000,000 <input type="radio"/> \$4,000,000 <input type="radio"/> \$5,000,000 <input type="radio"/> \$6,000,000 <input type="radio"/> \$7,000,000 <input type="radio"/> \$8,000,000	
The Excess Covenant does not automatically apply to liquor liability. Do you want the excess to apply to liquor liability?	<input type="radio"/> Yes <input type="radio"/> No	
Special Note: The liquor liability primary limits must be \$1,000,000.		

**APPLICATION FOR:**

**OPTIONAL AIRPORT OPERATIONS COVERAGE**

Description	Response	Comments
<i>General</i>		
Is the applicant responsible for overall airport management?	<input type="radio"/> Yes <input type="radio"/> No	
Is the applicant responsible for air traffic control?	<input type="radio"/> Yes <input type="radio"/> No	
Name of scheduled airlines that operate from this airport:		
Number of aircraft owned by applicant	0	
Coverage is excluded for owned aircraft		
Does the applicant use non-owned aircraft	<input type="radio"/> Yes <input type="radio"/> No	
Coverage is excluded for non-owned aircraft.		
Is the applicant responsible for the maintenance of the premises?	<input type="radio"/> Yes <input type="radio"/> No	
Is the applicant responsible for the maintenance of the runways?	<input type="radio"/> Yes <input type="radio"/> No	
Does the applicant sell fuel for aircraft?	<input type="radio"/> Yes <input type="radio"/> No	
Is the applicant responsible for the towing, moving, or parking of aircraft?	<input type="radio"/> Yes <input type="radio"/> No	
Is the applicant responsible for snow removal?	<input type="radio"/> Yes <input type="radio"/> No	
Is the applicant responsible for aircraft service or repair?	<input type="radio"/> Yes <input type="radio"/> No	
Coverage is excluded if the applicant is responsible.		
Is the applicant responsible for the hangaring or storage of aircraft?	<input type="radio"/> Yes <input type="radio"/> No	
Does the applicant sponsor or participate in any aircraft contest that has racing, stunting, aerobatics, or similar activities?	<input type="radio"/> Yes <input type="radio"/> No	
Coverage is excluded.		
<i>Inspections</i>		
When did the State of Minnesota perform their last inspection?		
Are there any outstanding recommendations from the state that the applicant has not complied with to meet the minimal licensing requirements?	<input type="radio"/> Yes <input type="radio"/> No	



# MINNESOTA

## PUBLIC FACILITIES AUTHORITY

February 3, 2025

North Zumbro SSD

RE: Annual Compliance Packet for the Calendar Year ended December 31, 2024

MPFA financing agreements include compliance-related requirements. Early each calendar year, MPFA will send recipients this "Compliance Packet" including information, reminders, and perhaps one or more forms for completion and return. Your packet for this year includes the enclosures listed below. Please refer to your MPFA SharePoint site, in the "Annual Compliance\2024" folder.

**Included with this year's Compliance Packet:**

<u>Description</u>	<u>Return due date</u>
Cover Letter	n/a-informational
<input type="checkbox"/> Financial reporting requirements	see document
Report on Disbursements During the Year	n/a-informational

Note on changes to improve the process of collecting all responses to this *Annual Compliance Packet* :

To improve the process for both MPFA staff and recipients, we've created on-line forms for recipients to use for submittal of all of their required documents. (see above links).

Thank you in advance for your assistance. Please do not hesitate to contact me if there are any questions about these compliance requirements or any issues accessing or using your MPFA SharePoint site.

MINNESOTA PUBLIC FACILITIES AUTHORITY

1st National Bank Building ■ 332 Minnesota Street ■ Suite W820 ■ Saint Paul, Minnesota 55101-1378 ■ USA  
651-259-7469 PHONE ■ 800-657-3858 TOLL FREE ■ 651-296-8833 FAX ■ [mn.gov/pfa](http://mn.gov/pfa)

AN EQUAL OPPORTUNITY EMPLOYER AND SERVICE PROVIDER

**Annual Compliance Packet for the Calendar Year ended December 31, 2024**

***North Zumbro SSD***

***Financial Reporting-Audit Requirements, and Request for User Rate Information***

**Annual financial reporting and audit requirements:**

The Recipient shall provide to the Authority an acceptable annual financial report conducted in accordance with Minnesota Statutes, Section 471.697 or 471.698, as appropriate (see links below):

<https://www.revisor.mn.gov/statutes/cite/471.697>

<https://www.revisor.mn.gov/statutes/cite/471.698>

Please note regarding federal single audit requirements:

Total expenditure of federal awards of \$750,000 or more during the reporting year triggers requirements under Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Note regarding Authority pass-thru of federal awards to recipients under Assistance Listing Numbers (ALN) 66.458 (Clean Water State Revolving Fund) and 66.468 (Drinking Water State Revolving Fund): the United States Environmental Protection Agency has determined that Part 200 procurement requirements and indirect cost provisions do not apply.

***Instructions for submitting***

All financial and audit reports, including any single audit reports, management letters, reports on internal controls, etc., must be submitted within 30 days after completion but no later than one year after the end of the financial report period.

Please submit your reporting documents using this on-line form:

[Use this link to submit Financial Reporting related documents](#)

Thank you in advance for your assistance. Please do not hesitate to contact me if there are any questions about these compliance requirements or any issues accessing or using your MPFA SharePoint site.

Sincerely, Your MPFA Loan Officer

***Drew Brooksbank***

Drew.Brooksbank@state.mn.us

**MN Public Facilities Authority**  
**Annual Compliance Packet for the Calendar Year ended December 31, 2024**  
**North Zumbro SSD**  
**Report on Disbursements During the Year**

This summary information is based on MPFA records. More detail is available upon request.

**Total disbursements by program:**

Program	ALN (1)	Loans	Grants	Totals
Special Appropriations	n/a-state	-	2,469,238.13	2,469,238.13
		-	2,469,238.13	2,469,238.13

**Detail disbursements by date:**

Date	SWIFT Invoice ID	Source	Grant / Loan	Amount
05/24/24	MPFA-SPAP-G-061-FY24 1	SPAP 2023 North Zumbro Sanitary Dist	Grants	894,082.89
06/21/24	MPFA-SPAP-G-061-FY24 2	SPAP 2023 North Zumbro Sanitary Dist	Grants	97,365.45
08/26/24	MPFA-SPAP-G-061-FY24 3	SPAP 2023 North Zumbro Sanitary Dist	Grants	83,119.45
08/26/24	MPFA-SPAP-G-061-FY24 3	SPAP 2023 North Zumbro Sanitary Dist	Grants	62,278.32
09/23/24	MPFA-SPAP-G-061-FY24 4	SPAP 2023 North Zumbro Sanitary Dist	Grants	60,053.89
10/28/24	MPFA-SPAP-G-061-FY24 5	SPAP 2023 North Zumbro Sanitary Dist	Grants	1,029,827.54
12/06/24	MPFA-SPAP-G-061-FY24 6	SPAP 2023 North Zumbro Sanitary Dist	Grants	124,868.17
12/20/24	MPFA-SPAP-G-061-FY24 7	SPAP 2023 North Zumbro Sanitary Dist	Grants	117,642.42
				<u>2,469,238.13</u>