

NORTH ZUMBRO SANITARY SEWER DISTRICT
Joint Powers Executive Committee Regular Meeting
April 2nd, 2025
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 = 3/11/2025**
- *B) Bills-Accounts Payable 3/1/25 – 3/21/25**
 - 1. WHKS Invoice #53877 for \$127,879.70**
 - 2. LMCIT Insurance Premium**
 - 3. City of Pine Island Invoice for Reimbursement**
- *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) Congressional Directed Spending
- C) Land Ownership (rent, maintenance, insurance, etc.)

VI. NEW BUSINESS

- A) Upcoming Meetings
 - a. MPCA permitting meeting 4/7/2025
 - b. Wetland TEP meeting 4/23/2025
- B) Funding – Phasing Discussion

VII. ADJOURN

Time: _____ Motion: _____ Second: _____

**NORTH ZUMBRO SANITARY DISTRICT
Joint Powers Executive Committee Meeting
Tuesday, March 11, 2025 9:00 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, Michael Olson – Zumbrota, and Stuart Ohr – Wanamingo

ABSENT: None

ALSO PRESENT: Bill Angerman – WHKS, Glenn Gustafson – WHKS, Larry VanHout – Widseth, Reese Sudtelgte – ISG, Brandon Theobald – WHKS, and Blake Johnson – Prairie Island Indian Community

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

CONSENT AGENDA: Grudem motioned to approve, Seconded by Redepenning. Consent Agenda Items include: February 5, 2025 Executive Committee Meeting Minutes, WHKS Invoice #53621 for \$201,162.18, and PFA Disbursement Request Form. Passed 4-0-0.

PUBLIC COMMENTS: None

OLD BUSINESS:

Bonding Bill Update – Howard stated that the administrators had been to the capitol to lobby twice. The administrators met with Senate Capital Investments committee members on February 26th and House Capital Investments committee members on March 6th. The group made a presentation to the House Capital Investments committee on March 6th as well. There are meetings scheduled March 17th, 18th, and 20th. The bonding bill will be smaller than the originally projected \$790 million. Boulton stated that the bill might be closer to \$700 million, which could remove many local projects. Johnson stated that the bonding bill could be even smaller. Howard stated that there are two trains of thought at the capitol, either getting a bonding bill completed immediately on its own or use it as a political tool after other legislative work has been completed. Howard stated that she does not believe that the large request will be considered for funding. Howard stated the realization that the project will need to be phased and that any amount of funding will keep the project moving. Johnson stated that the price tag is high and a phased approach is needed. Johnson advised to continue with the process and not give up. Olson asked if the project was phased again if the legislature could guarantee additional funding in the future. Boulton stated that the current legislature cannot obligate future legislatures with future funding. Howard stated that the legislature could pass a smaller bonding bill in 2025 and come back with another bonding bill in 2026 to get back on even year schedule. Angerman stated that the project would continue on track if funded by 2026. Construction could begin in fall 2026 and finish in roughly two years. Angerman stated that the project should not be bid until the bonding bill is approved or funds might not be eligible.

Website and Logo Update – The website, www.northzumbro.com should be live. A website tutorial meeting with Drew Faust, Elizabeth Howard, and Michael Boulton is scheduled for March 13th. The sample privacy policy, terms, or conditions still needs to be reviewed and approved.

Land Ownership (rent, maintenance, insurance, etc.) – Grudem spoke with Jim Wendt regarding the farmland rental agreement and proposed \$250/acre rental price. Jim Wendt stated that he would not pay more than \$150/acre cash rent. Wendt stated that he paid \$150/acre cash rent across the road. Wendt stated that the land production capability was not worth the high cash rent price. Wendt was fine with the rest of the agreement, including maintenance. Wendt also stated that he would not allow others access through his property to farm. Angerman stated that someone else could access the land to farm through the easement. Gustafson stated that there is 33.23 tillable acres of farmland. Grudem stated that Wendt has been great to work with so far on the land sale process. Boulton stated that the small number of acres and the proposed rental window, and proximity to planting season did not make sense to check the rental market. Boulton moved to approve modifying the cash rent to \$150/acre for Jim/Connie Wendt, seconded by Redepenning. Boulton stated that Grudem needs to stress the cash rent be paid by April 1st in order for the board to pay for the insurance. Passed 4-0-0.

JPA Insurance – Howard stated that League of Minnesota Cities Insurance Trust had quoted property liability insurance of \$2,382 with a \$500 deductible. Grudem moved to approve League of Minnesota Cities quote for premium, to be paid out of cash rent, seconded by Boulton. Passed 4-0-0.

NEW BUSINESS:

Technical Committee Update – Angerman stated that the Technical Committee reviewed the sewer plant plans at the February 11th meeting. The plans are 30% complete, while staff is continuing to make progress. The main building architectural plans are being completed by Widseth. The building floor plan includes board meeting room, lab, offices, restrooms, and garage.

Congressional Directed Spending – Howard has been working with Nicki, the Federal lobbyist for Prairie Island Indian Community. The plan is to apply for the Community Funding Project Request through Congressman Finstad, Senator Klobuchar, and Senator Smith's offices. It is typical to ask for \$1-\$2 million. With five communities in one ask it has been recommended to ask for \$10 million. Howard stated that the treatment facility request should be separated from the project in order to have multiple asks. The conveyance request can be requested in future years. Howard stated that there are questions on the timeline. Howard stated that the project request should consist of a realistic timeline, starting in fall 2026 with a two-year construction window. Angerman stated that Congressman Finstad's office has said not to worry about definite timeline in past projects. Howard stated that Senators Klobuchar's and Smith's request form requires details of project budget. Angerman stated that the budget can be taken from the facility plan and modified for the treatment facility only. Howard stated that the request form asks for other funding. Howard stated that the \$10 million from the State would be listed. Howard asked if additional State requests, Point Source Implementation Grant (PSIG), and local rates be listed. Angerman stated that the Cities are eligible for \$28 million in PSIG, but we have been assuming the number would be \$21 million. Gustafson stated that PSIG needs to be funded in order for any possibility of NZSSD getting any funds. Boulton stated that the \$10 million should be listed while the others can be listed as requesting, but not definite. Howard stated that each community has been working on letters of support from their cities, school districts, civic business groups, and individual businesses to be submitted with the request.

Reimbursement Request – Howard brought up Kennedy & Graven invoices that were paid by the City of Pine Island. There were invoices from October (\$307.50) and November (\$142.50) that are eligible for PFA grant reimbursement. Boulton moved to approve the \$307.50 October and the \$142.50 November Kennedy &

Graven reimbursement, seconded by Grudem. Passed 4-0-0. Howard stated that there are additional outstanding invoices that are not eligible for reimbursement through the PFA grant. Howard stated that the \$4,265.40 in invoices were from 2023 and 2024. Howard asked if the board wished to invoice the cities for their portion or wait to obtain the land cash rent, pay the insurance, and utilize the remaining for a portion of the reimbursement. It was agreed to wait until April when cash rent is paid to divide the remaining costs to the cities.

PFA Annual Reporting/Audit – Howard stated that Pine Island Auditors, Abdo, interpreted the Annual Compliance Packet as requiring a separate standalone audit. Abdo has quoted Pine Island \$10,000 to conduct the standalone audit. Howard stated that NZSSD has spent roughly \$2.5 million on nine transactions. Howard stated that MN PFA will not allow grant funds to be utilized on an audit. The cities will need to split the costs of the audit. Boulton moved to obtain additional quotes from Smith Schafer & Associates and Scanlon, Murch & Associates, seconded by Grudem. Boulton stated that our local taxpayers would be upset if we did not check on pricing prior to moving forward with an audit. Boulton stated that most auditing firms have a minimum for a standalone audit. Boulton stated that the pricing for audits have gotten quite expensive. Passed 4-0-0.

*The next meeting will be April 2, 2025 at 11:00AM.

Adjourn: At 9:55AM a motion to adjourn was made by Boulton and seconded by Grudem. Passed 4-0-0.

Signed:

Attest:

Elizabeth Howard, Chair

Michael Boulton, Secretary



engineers + planners + land surveyors

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

March 31, 2025

Project No: 09870.00

Invoice No: 53877

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 March 01, 2025 through March 21, 2025

Phase 011 Project Management and Administration
Technical Services 8,058.88

Total this Phase \$8,058.88

Phase 013 Executive Committee Meetings
Technical Services 1,588.60

Unit Billing

Co Vehicle Mileage
38.50

Total this Phase \$1,627.10

Phase 042 Lift Stations and Forcemains Topo Survey
Technical Services 212.56

Total this Phase \$212.56

Phase 071 Process Preliminary Design - WHKS Lead
Technical Services 66,355.52

Total this Phase \$66,355.52

Phase 072 Geotechnical Analysis
Technical Services 3,158.40

Total this Phase \$3,158.40

Phase 073 Process Structural Preliminary Design
Technical Services 2,038.08

Total this Phase \$2,038.08

Phase 083 Building Struct. Prelim Design - NPR
Technical Services 88.48

Total this Phase \$88.48

Phase 102 Zumbrota Conveyance Preliminary Design

Project	09870.00	North Zumbro Joint WWTF and Conveyance	Invoice	53877
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Technical Services **277.76**

Total this Phase **\$277.76**

Phase 103 Wanamingo Force Main Preliminary Design

Technical Services **16,556.48**

Total this Phase **\$16,556.48**

Phase 111 Additional EAW Services

Services incurred by Stantec Consulting Services Inc.
Per contract 2% administrative fee for subconsultant services.

Consultants

Widseth Smith Nolting & Assoc., Inc. 2,882.00

Total Consultants **1.02 times** **2,882.00** **2,939.64**

Total this Phase **\$2,939.64**

Phase 200 Subconsultants

Per contract 2% administrative fee for subconsultant services.

Consultants

I & S Group, Inc. 7,590.00

Widseth Smith Nolting & Assoc., Inc. 17,100.00

Total Consultants **1.02 times** **24,690.00** **25,183.80**

Total this Phase **\$25,183.80**

Phase 201 Expenses

Reimbursable Expenses

Misc Project Expenses 1,383.00

Total Reimbursables **1,383.00** **1,383.00**

Total this Phase **\$1,383.00**

Billing Limits

	Current	Prior	To-Date
Total Billings	127,879.70	1,960,197.09	2,088,076.79
Limit			8,638,950.00
Remaining			6,550,873.21

Total this Invoice **\$127,879.70**

Billings to Date

	Current	Prior	Total
Labor	98,334.76	1,281,874.18	1,380,208.94
Consultant	28,123.44	667,394.58	695,518.02
Expense	1,383.00	9,054.27	10,437.27
Expense - Unit	38.50	1,874.06	1,912.56
Totals	127,879.70	1,960,197.09	2,088,076.79



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

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

Invoice Number 115612
 Date 02/28/2025

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

Progress billing for professional services provided through date of invoice

Invoice Dates: February 1, 2025 - February 28, 2025

Description	Contract Amount	Prior Billed	Current Billed
Phase 1: Project Management & General Meetings			
1.1 Project Management & Administration	\$ 58,000.00	\$ 10,495.00	\$ 390.00
1.2 Project Kickoff Meeting	\$ 7,380.00	\$ 7,380.00	
1.3 Executive Committee Meetings	\$ 7,400.00	\$ 1,932.50	\$ 200.00
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		
Phase 2: MPCA Coordination/Permitting			
2.2.d Goodhue	\$ 76,325.00	\$ 76,325.00	
Phase 3: Funding Assistance			
3.2 PPL, IUP + PSIG Application	\$ 4,740.00	\$ 585.00	
Phase 5: Land Acquisition Assistance			
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		
Phase 6: Demolition & Abandon Existing Sites			
6.4 Goodhue Demolition & Abandon Existing Sites	\$ 27,850.00		
Phase 7: Preliminary & Final Plant Design WHKS lead			
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		
Phase 9: Lift Station Design			
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	
Phase 10: Forcemain & Local Collection System Design			
10.4 Forcemain and Local Collection System Design	\$ 386,450.00		\$ 7,000.00
Reimbursables			
	\$ 1,258,080.00	\$ 103,538.20	\$ 7,590.00

Invoice Amount \$7,590.00

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
113425	12/31/2024	\$0.00	\$775.00	\$0.00	\$0.00	\$775.00
114578	1/31/2025	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00
115612	2/28/2025	\$7,590.00				\$7,590.00
Total Outstanding		\$7,990.00	\$775.00	\$0.00	\$0.00	\$8,765.00

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: 237105
Date: March 26, 2025
Project Number: 2023-11919

North Zumbro Sanitary District

For Professional Services Rendered Through: March 21, 2025

Between February 15th, 2025 and March 14th, 2025

01 - Project Management and General Meetings

011 - Project Management and Administration	\$6,130.50
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Labor	\$6,130.50
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013 - Executive Committee Meetings	\$453.60
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Labor	\$420.00
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Personal Vehicle Mileage	\$33.60
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014 - Technical Committee Meetings	\$329.40
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Labor	\$300.00
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Company Vehicle Mileage	\$29.40
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017 - Public Outreach	\$492.00
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Labor	\$492.00
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01 - Project Management and General Meetings Total:	\$7,405.50
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02 - MPCA Coordination/Permitting

026 - Prepare EAW List Tasks	\$8,472.00
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Labor	\$5,390.00
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Wetland Delineation	\$200.00
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Stantec Consulting Services Inc	\$2,882.00
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02 - MPCA Coordination/Permitting Total:	\$8,472.00
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08 - WWTF Building Architecture, MEP, Structural

081 - Building Architectural	\$2,903.50
Labor	\$2,903.50

08 - WWTF Building Architecture, MEP, Structural Total: \$2,903.50

09 - Lift Station Design

091 - Pine Island Lift Station Design	\$96.00
Labor	\$96.00

09 - Lift Station Design Total: \$96.00

10 - Forcemain and Local Collection System Design

101 - Pine Island	\$1,105.00
Labor	\$1,105.00

10 - Forcemain and Local Collection System Design Total: \$1,105.00

Historical Billings to Date

	Previously Billed	Current Billing	Billed To Date
Labor	\$422,413.25	\$16,837.00	\$439,250.25
Outside Consultants	\$124,656.65	\$2,882.00	\$127,538.65
Reimbursable	\$3,700.30	\$263.00	\$3,963.30
	\$550,770.20	\$19,982.00	\$570,752.20

Invoice Total **\$19,982.00**

Invoice Number	2354949
Invoice Date	February 18, 2025
Customer Number	223001
Project Number	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

Project Description: North Zumbro Sanitary District - Alternate Route

Stantec Project Manager:	Julin, Angela
Authorization Amount:	\$60,425.00
Authorization Previously Billed:	\$30,070.90
Authorization Budget Remaining:	\$29,534.10
Authorization Billed to Date:	\$30,890.90
Current Invoice Due:	\$820.00
Bill Through Date:	January 31, 2025

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

Invoice Number	2360025
Invoice Date	February 28, 2025
Purchase Order	227707080
Customer Number	223001
Project Number	227707080

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

Project	Widseth Smith Nolting: Air Quality EAW Assistance for North Zumbro Sanitary District WWTP		
Project Manager	Taylor, Luke	For Period Ending	February 14, 2025
Current Invoice Total (USD)	2,062.00		

Top Task	200	Calculate Potential and Projected Actual Emissions		
<u>Professional Services</u>				
Category/Employee		Current Hours	Rate	Current Amount
		Cronister, Samantha Helal (Sam)	1.50	176.00
		Swor, Kathryn R (Katie)	0.50	204.00
		Subtotal Professional Services	<u>2.00</u>	<u>366.00</u>
Top Task Subtotal	Calculate Potential and Projected Actual Emissions			366.00

Top Task	300	Evaluate Air Permit Applicability		
<u>Professional Services</u>				
Category/Employee		Current Hours	Rate	Current Amount
		Swor, Kathryn R (Katie)	0.50	204.00
		Taylor, Lucas N (Luke)	1.00	274.00
		Subtotal Professional Services	<u>1.50</u>	<u>376.00</u>
Top Task Subtotal	Evaluate Air Permit Applicability			376.00

Top Task	400	Prepare a Technical Memorandum of the Assessment and MPCA Forms		
<u>Professional Services</u>				
Category/Employee		Current Hours	Rate	Current Amount
		Cronister, Samantha Helal (Sam)	5.50	176.00
		Subtotal Professional Services	<u>5.50</u>	<u>968.00</u>
Top Task Subtotal	Prepare a Technical Memorandum of the Assessment and MPCA Forms			968.00

Invoice Number	2360025
Invoice Date	February 28, 2025
Purchase Order	227707080
Customer Number	223001
Project Number	227707080

Top Task **500** **Complete Air Dispersion Modeling**

Professional Services

Category/Employee	Current Hours	Rate	Current Amount
Cronister, Samantha Helal (Sam)	2.00	176.00	352.00
Subtotal Professional Services	2.00		352.00

Top Task Subtotal	Complete Air Dispersion Modeling	352.00
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Total Fees & Disbursements	2,062.00
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INVOICE TOTAL (USD)	2,062.00
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Net Due in 30 Days or in accordance with terms of the contract



104 East 3rd Ave
PO Box 335
Goodhue, MN 55027

651-923-5286 Ext 4

www.goodhueswcd.org

Invoice

Date	Invoice #
3/21/2025	2025-15

Bill To

WiDSETh
%Sydney McAllister
5368 2660th ST
Wyoming, MN 55092

2023-11919.02.026

OK per Sydney McAllister

Terms

Net 30

Description	Qty	Rate	Amount
Wetland Fee - No Loss & Delineation		200.00	200.00
Want to pay by credit card, please call our office at 651-923-5286 Ext. 4 or online at https://www.goodhueswcd.org/online-store		Subtotal	\$200.00
		Sales Tax (0.0%)	\$0.00
		Total	\$200.00
		Balance Due	\$200.00



COVERAGE PROPOSAL

FOR
North Zumbro Sanitary Sewer Regional Facility
PO Box 280
Pine Island, MN 55963-0280

Prepared by:
LEAGUE OF MINNESOTA CITIES INSURANCE TRUST
145 University Ave. West
St. Paul, MN 55103
(651) 281-1200

This proposal is based on
information given to us by:

Stevenson Insurance Inc
16 N Mantorville Ave
Kasson, MN 55947-1468
Molly Stevenson

Designated Agent of Record

COVERAGES AVAILABLE FROM:

LEAGUE OF MINNESOTA CITIES INSURANCE TRUST

Property
Crime
Bond
Petrofund
Equipment Breakdown
Municipal First Party Cyber
Municipal Liability
Medical & Related Expense
Automobile Liability
Automobile Physical Damage
Defense Cost Reimbursement
Excess Liability
Liquor Liability

CLAIMS SERVICES: League of Minnesota Cities Insurance Trust

This is a proposal only. Coverage is not bound unless the covered party has requested that coverage be bound and LMCIT has sent a written confirmation. This quote is valid for 30 days after the date of this letter.

It is important to note also that we are not necessarily providing all the coverages requested or our proposal may not comply with your specifications. Please review closely.

PROPERTY

Section I – Property General Limit of Coverage Per *Occurrence* \$ N/A

This general limit is subject to the sublimits as described in the Municipal Property Coverage Form, and the *specific property limit*.

Terrorism loss occurrence-shared limit \$ 50,000,000.

This limit is subject to the provisions of the Terrorism Losses-Special Pool Limit Endorsement ME079(11/09)

Section II – Additional Covered Loss or Damages

- | | | | |
|--|----|------------|--|
| 1. <i>Loss of Revenue, Extra Expense and Expediting Expense</i> | \$ | 5,000,000. | Per <i>Occurrence</i> |
| 2. Demolition and Debris Removal
(Direct Physical Damage to Covered Property) | | | 25% of the Estimated Replacement Cost of the Covered Property |
| (No Direct Physical Damage to Covered Property) | \$ | 50,000. | Per <i>Occurrence</i> |
| 3. Leasehold Interest | \$ | 500,000. | Per <i>Location</i> |
| 4. <i>Accounts Receivable</i> | \$ | 500,000. | Per <i>Location</i> |
| 5. <i>Valuable Papers and Records</i> | \$ | 500,000. | Per <i>Location</i> |
| 6. Utility Services | \$ | 100,000. | Per <i>Occurrence</i> |
| 7. <i>Green Building Expenses</i> | | | 1% of the Contract Cost but not to exceed \$100,000. Per <i>Location</i> |
| 8. Asbestos Clean up, Abatement and Removal | \$ | 250,000. | Per <i>Location</i> |
| 9. <i>Pollutant Cleanup and Removal</i> | \$ | 250,000. | Per <i>Location</i> |
| 10. Errors | \$ | 500,000. | Per <i>Occurrence</i> |
| 11. Rental Reimbursement | \$ | 250,000. | Annual Aggregate |
| 12. Arson Reward | \$ | 5,000. | Per Fire Loss |
| 13. Extraordinary Expense | \$ | 250,000. | Annual Aggregate |

Section IV - Water and Supplemental Flood Coverage	\$	500,000.	Per <i>Occurrence</i>
	\$	500,000.	Annual Aggregate

DEDUCTIBLE: \$ 500 Per *Occurrence*

CRIME

Theft, disappearance, and destruction-inside and outside the premises and forgery or alteration.

LIMIT OF COVERAGE PER OCCURRENCE	\$	250,000	
FRAUDULENT INSTRUCTION LOSS SUBLIMIT	\$	50,000	
DEDUCTIBLE:	\$	500	Per Occurrence

BOND(Faithful Performance Coverage)

BOND			
LIMIT OF COVERAGE PER OCCURRENCE:	\$	Not Covered	
DEDUCTIBLE:	\$		Per Occurrence

MUNICIPAL FIRST PARTY CYBER COVERAGE

FIRST-PARTY CYBER COVENANT LIMIT	\$	250,000	Annual Aggregate
COMMON CAUSE PRO RATA SHARED LIMIT	\$	10,000,000	
12-MONTH PRO RATA SHARED LIMIT	\$	25,000,000	
DEDUCTIBLE:	\$	500	Per Occurrence

COMPREHENSIVE MUNICIPAL LIABILITY COVERAGES CLAIMS MADE BASIS

LIMITS:			
Per OCCURRENCE LIMIT	*\$ 2,000,000		
PRODUCTS LIMIT	\$ 3,000,000	Annual Aggregate	
FAILURE TO SUPPLY CLAIM LIMIT	\$ 3,000,000	Annual Aggregate	
EMF CLAIM LIMIT	\$ 3,000,000	Annual Aggregate	
MEDICAL AND RELATED EXPENSE LIMIT	\$2,500/\$10,000	Any One Person/Occurrence	
LIMITED CONTAMINATION LIABILITY CLAIM LIMIT	** \$ 3,000,000	Annual Aggregate	

<i>OUTSIDE ORGANIZATION CLAIM LIMIT</i>	** \$ <u>100,000</u>	Annual Aggregate
<i>SYSTEM SECURITY BREACH CLAIM LIMIT</i>	\$ <u>3,000,000</u>	Annual Aggregate
<i>LAND USE AND SPECIAL RISK LITIGATION LIMIT</i>	*** \$ <u>1,000,000</u>	Annual Aggregate
<i>SEXUAL ABUSE CLAIM LIMIT</i>	\$ <u>3,000,000</u>	Annual Aggregate
<i>WILDFIRE CLAIM LIMIT</i>	\$ <u>3,000,000</u>	Annual Aggregate
<i>LIMITED LAW ENFORCEMENT SERVICE CONTRACT CLAIM LIMIT</i>	***\$ <u>200,000</u>	Annual Aggregate

* **LMCIT's** maximum limit of liability for COVERAGES A and C combined.

** **LIMIT includes** damages, loss adjustment expense, defense costs, and *supplementary payments*.

*****LIMIT includes** *litigation costs*.

MUNICIPAL LIABILITY DEDUCTIBLE: (Subject to General Annual Aggregate Deductible, if any, shown on Common Coverage Declarations) \$ 500 Per Occurrence

Premises - Operations.

Independent Contractors

Products

Watercraft - Less than 26 feet in length.

Malpractice Coverage for City Employees-excluding Architects, Doctors of Medicine, Dentists, Nurses and Pharmacists.

Personal Injury Liability-false arrest, advertising, wrongful entry and assault or battery.

Law Enforcement.

Employees, Officials and Volunteers are covered.

Fellow Employee Coverage.

Extended Reporting Period Guaranteed as to availability and cost.

No aggregate limit except for Products - *Failure To Supply Claim Limit, EMF Claim Limit, Mold Claim Limit, Limited Pollution Liability Claim Limit, Outside Organization Claim Limit, Data Security Breach Claim Limit, Land Use and Special Risk Litigation Limit and Sexual Abuse Claim Limit.*

Coverage for negligent acts, errors, omissions and civil rights violations.

Broadened definitions of damages.

PARTIAL LIST OF EXCLUSIONS

Airport and Aircraft Liability

Hospital and Nursing Home Liability

Liquor Legal Liability

Absolute Pollution

Fireworks

Licensed child care programs

Bursting or Failure of Dams or Dikes

Amusement Rides

Rodeos

Racing

Stunting Activities

Unless Named: Joint Powers, Housing Authorities and Gas or Electric Utilities

AUTOMOBILE

COVERAGE:

LIMIT:

AUTOMOBILE LIABILITY

*\$2,000,000 Per Occurrence

BASIC ECONOMIC LOSS BENEFITS

Basic Minnesota Statutory Coverage

UNINSURED AND UNDERINSURED MOTORISTS

\$ 200,000 Per Occurrence

AUTOMOBILE PHYSICAL DAMAGE

Actual Cash Value, Unless Endorsed

* *LMCIT's* maximum limit of liability for COVERAGES A and C combined.

DEDUCTIBLE: (Subject to General Annual Aggregate Deductible, is any, shown on Common Coverage Declarations.)

\$ 500 Per Occurrence

PREMIUM SUMMARY

Common Coverages

Coverage	Deductible	Premium
❖ Property	NA	Not Covered
❖ Mobile Property	NA	Not Covered
❖ First Party Cyber	\$500	\$893
❖ Municipal Liability	\$500	\$1,399
❖ Automobile Liability	\$500	\$90
❖ UM/UIM \$200,000 all covered autos	NA	Included
❖ Basic Economic Loss Benefits (PIP) all covered autos	NA	Included
❖ Automobile Physical Damage	NA	Included
❖ Crime	\$500	Included.
❖ Petrofund	NA	Included.
❖ Defense Cost Reimbursement	NA	Included.

Municipal Liability Experience Rating Modifier:

Automobile Experience Rating Modifier:

(Applied to Municipal Liability, Auto Liability, Auto Physical Damage and UM/UIM) These modifiers are calculated with a formula which compares the city's actual loss history with the amount of losses that would be expected for a city of that size if the city were a perfectly average LMCIT member. If the city's losses and expenses are better than average the city receives a premium credit. If the city's losses and expenses are worse than average, the city receives a premium debit.

Optional Coverages

Coverage	Deductible	Premium
❖ Bond	NA	Not Covered
❖ Equipment Breakdown	NA	Not Covered
❖ Excess Liability Limit: \$	NA	Not Covered
❖ Liquor Liability Limit: \$	NA	Not Covered
❖ Fireworks	NA	Not Covered
❖ No Fault Sewer Back Up Limit: \$	NA	Not Covered
❖ Airport Liability	NA	Not Covered
TOTAL		\$ 2,382

DO NOT PAY UNTIL YOU RECEIVE INVOICES

TORT LIMIT \$500,000. /\$1,500,000.

Comments:

Sincerely,
Shawna

Underwriter

smt

CITY OF PINE ISLAND
P.O. BOX 280
PINE ISLAND, MINNESOTA 55963
INVOICE
507-356-4591

IN ACCOUNT WITH

March 14th, 2025

North Zumbro Sanitary Sewer District
C/O City of Pine Island
PO Box 280
Pine Island, MN 55963

PAYMENT DUE TO CITY HALL UPON RECIEPT

DATE		DESCRIPTION	DEBIT		CREDIT		BALANCE	
5/31	2023	NZSSD LEGAL FEES	\$560	50			\$560	50
6/30	2023	NZSSD LEGAL FEES	\$1,405	90			\$1,966	40
7/31	2023	NZSSD LEGAL FEES	\$228	00			\$2,194	40
9/30	2023	NZSSD LEGAL FEES	\$427	50			\$2,621	90
10/31	2023	NZSSD LEGAL FEES	\$95	00			\$2,716	90
11/30	2023	NZSSD LEGAL FEES	\$1,548	50			\$4,265	40
		TOTAL AMOUNT DUE					\$4,265	40



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: **11** Amount: **\$127,879.70**

notes:

Prepared by: **Elizabeth R. Howard**

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

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

Sign/date  **04/01/25**

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 15th 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 #:** 11

Cost descriptions	Amounts
A. Non-Construction:	
Engineering	\$ 124,940.06
Legal/Finance	
Administration	\$ -
Other	\$ 2,939.64
Total Non-Construction	\$ 127,879.70
B. Construction:	
<u>Clean Water...</u>	<u>Drinking Water...</u>
Treatment Facilities	Treatment
Collector Systems	Transmission & Distribution
Interceptor	Source (Wells/surface water intakes)
Lift Station	Storage / Water Tower
Equipment	Other
Other	
Total Construction	\$ -
C. Total disbursement request (A + B):	\$ 127,879.70
D. Total of previous requests submitted to PFA ** (see pg 2 for detail):	\$ 2,933,405.86
E. Total requested to date (C + D):	\$ 3,061,285.56
F. Original award total from above:	\$ 10,000,000.00
G. Remaining un-drawn balance (F – E):	\$ 6,938,714.44

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	\$ 152,346.73
10	03/07/25		\$ 201,612.18	\$ 201,612.18
11	04/01/25		\$ 127,879.70	
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<i>total requested / paid prior to this request:</i>			\$ 3,061,285.56	\$ 2,933,405.86

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 1st, 2025 and terminates on November 1st, 2025, unless otherwise terminated pursuant to the terms herein. Thereafter, this Lease shall automatically renew annually with terms running from April 1st to November 1st unless either party gives notice of non-renewal to the other by no later than March 1st in the year of such termination.
3. Base Rent. Commencing on April 1st, 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 \$150.00 per acre, for a total of \$4,984.50 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 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, intentional misconduct and/or intentional crop damage caused on the part of the NZSSD, its officials, employees, agents, or contractors. NZSSD shall coordinate NZSSD's investigations with Tenant to minimize the impact of such investigations on Tenant's use of the Property, including providing prior notice to Tenant before conducting any invasive investigations. Notwithstanding any provision in this Agreement to the contrary, the Parties acknowledge that the investigations may cause permanent damage to and loss of the crops planted upon the Property, and in consideration thereof, NZSSD agrees to indemnify Tenant for crop loss arising from the investigations, in an amount to be determined based on the estimated crop lost on a per acre yield basis times the then-current commodity price of the applicable crops. The indemnification provided in this Section shall not affect or diminish any other indemnification obligations of NZSSD pursuant to the terms of this Agreement and shall be paid to Tenant on or before November 1, 2025.

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 Wendt

or 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,

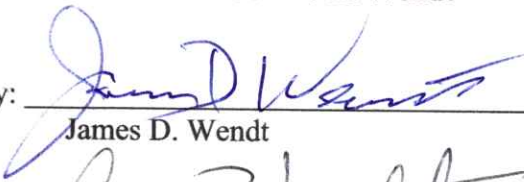
By: _____
Elizabeth Howard

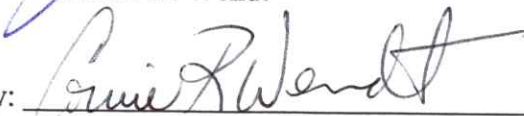
Its: Chair

By: _____
Michael Boulton

Its: Secretary

James D Wendt & Connie R. Wendt

By: 
James D. Wendt

By: 
Connie R. Wendt