

**City Council Meeting  
Tuesday, August 18, 2009  
City Council Chambers  
7:30 p.m.**



**AGENDA**

Call to Order  
Pledge of Allegiance

1. Approval of Minutes
  - Council Minutes – August 4, 2009
2. Consent Agenda
  - Minutes
    - Library Board – August 11, 2009
3. Public Comment – Frank Dorpinghaus – Anti 2<sup>nd</sup> Amendment Rhetoric
4. Department Heads
5. License Applications
  - Amplification Permit – American Lutheran Church – Sept. 12, 2009
6. Telecommunication Commission – Cable TV Packages and Rate Recommendation
7. Review of Election Equipment Maintenance Contract & Costs
8. Authorization to Accept Donations
  - Meals on Wheels
  - Area Churches
  - American Postal Workers Union Local 2885
9. Regular Bills
10. Unfinished Business
11. New Business
12. Council Concerns
13. Adjourn



**Council Meeting  
Windom City Hall, Council Chamber  
August 4, 2009  
7:30 p.m.**

1. Call to Order: The meeting was called to order by Mayor Kirby Kruse at 7:30 p.m

2. Roll Call: Mayor: Kirby Kruse

Council Members: Jean Fast, Brad Powers, Corey Maricle and Robert Messer

Council Members Absent: JoAnn Ray

City Staff Present: Brigitte Olson, Assistant City Administrator; Bruce Caldwell, Street Superintendent; Aaron Backman, EDA Executive Director; Jeff Shirkey, Police Chief and Jim Kartes, Planning and Zoning Official

Public Present: Dallas Smith, Clark Lingbeck, and Gerri Burmeister, Hospital Administrator; Kim Armstrong, Hospital Finance Officer and Mary Klosterbuer, Hospital Board Chair.

3. Pledge of Allegiance

4. Approval of Minutes:

**Motion by Maricle, second by Messer, to approve the July 21, 2009 minutes. Motion carried 4 – 0.**

5. Approval of the Consent Agenda:

Kruse said the Consent agenda contained the minutes from the Utility Commission, Community Center Commission, and Planning Commission.

**Motion by Fast, second by Maricle, to approve the Consent Agenda. Motion carried 4 – 0.**

6. Department Heads

Caldwell updated the City Council on the 2009 Street Improvement Project, he said that the last concrete is in the process of curing after the paving process, and hoped that

streets would be open by the weekend if results of the testing process were satisfactory. Messer asked Caldwell about the rough surface on the concrete. Caldwell said that the roughness will be gone after one season of snow removal, and also indicated that the surface tends to be rougher with hand paving than machine paving, and that the cost for machine paving is more expensive. Caldwell also updated the council on the 2009 Airport Project, indicating that paving will begin this week, but did not have a time frame when the project will be complete. Caldwell said that his staff is presently patching streets, and asked the for citizens patience with the orange cones around town.

## 7. LICENSE APPLICATIONS

*Temporary On-Sale Liquor License – Windom Lions Club for August 15, 2009 at the Windom Community Center*

**Motion by Messer, seconded by Fast, to approve the Liquor License to the Windom Lions Club for August 15, 2009 at the Windom Community Center. Motion carried 4-0.**

*Liquor License Amendment – Phat Pheasant* – Clark Lingbeck, owner and operator of the Phat Pheasant, presented pictures of the property which he has fenced in to have public dances and eventually volleyball courts. Lingbeck said that the fence is six (6) feet high and he will construct panels that will be on wheels that will be chained on one end with open ability on one side in case of fire but will be closed during events.

Messer asked Mayor Kruse if Jeff Shirkey, Police Chief, could give his opinion of the request for the amended license. Kruse agreed. Shirkey directed the City Council to the letter that was in the Council packet from him. This letter states that he requests the following items to be done:

- Raise the fence from the present six (6) feet to eight (8) feet, with no large gaps so that drinks can be passed through
- All patrons come in and leave through the main entry
- No use of snow fencing for the gates to enclose the area
- Address any noise issues, if this is going to be an every weekend event

Lingbeck said that he would not have outdoor events every weekend. He is hoping to have them once a month, and regarding the noise issue he will and has in the past gotten an amplification permit.

**Motion by Powers, seconded by Maricle, to approve the amended Liquor License to have the premises include the fenced in area behind the Phat Pheasant and Jack Slade’s Restaurant, with the conditions recommended by the Police Chief. Motion carried 4-0.**

8. AUTHORIZATION TO EXECUTE JOINT POWERS AGREEMENT WITH THE SOUTHWEST MINNESOTA BROADBAND GROUP

Dan Olsen gave a brief review of the Joint Powers Agreement that he said was placed on the table before them, apologizing that it was not ready to put in their packet because of time restraints. Olsen said that this agreement is between the cities of Jackson, Lakefield, Round Lake, Heron Lake, Wilder and Windom. Messer asked about the “Allocation of Costs”, he said that he was under the assumption that this project would not cost Windom’s Telecom Fund any additional money. Olsen said that is correct but that the Telecom Board had approved at their last meeting to set aside \$4,800 for project costs.

**Council member Powers introduced the Resolution No.2009-30, entitled “AUTHORIZATION TO EXECUTE JOINT POWERS AGREEMENT WITH THE SOUTHWEST MINNESOTA BORADBAND GROUP AND APPOINTMENT OF A REPRESENTATIVE TO IT’S BOARD” The resolution was seconded by Maricle and on roll call vote: Aye: Maricle, Powers, Fast and Messer. Absent Ray. Resolution passed 4-0.**

9. PLANNING COMMISSION RECOMMENDATION – VARIANCE APPLICATION – 413 & 423 RIVER BLUFF DRIVE

Jim Kartes, Building and Zoning Official, reviewed with the City Council the approval of the variance request application submitted by Dallas and Betty Smith, requesting a zero lot line side yard setback between Lots 5 and 6, Block 2 of Riverbluff Estates Subdivision to allow for the construction of a twin home on these adjoining lots. Kartes said that this request was recommended by the Planning Commission in their special meeting on July 28, 2009.

**Motion by Maricle, and seconded by Powers, to approve the zero lot line side yard setback in Lots 5 and 6, Block 2 of Riverbluff Estates Subdivision. Motion carried 4-0.**

10. SMALL CITIES DEVELOPMENT PROGRAM – HOUSING REHABILITATION POLICIES

Aaron Backman, EDA Executive Director, reviewed the SCDP Grant Procedural Guidelines and Repayment Agreement with the City Council that was in their packet. Backman said that the requested action was to “Approve the Procedural Guidelines for the SCDP Residential Owner-Occupied Housing Rehabilitation Program and authorize the Mayor to execute these guidelines. Second, to approve the Combination Security Agreement, Note, Repayment Agreement and Lien.

Backman also said that Dan McDonald, City Attorney, has reviewed the agreement, and that the amount of grant \$340,000 is for Windom and Mountain Lake. The targeted area is west of Highway 60 and East of 6<sup>th</sup> Avenue towards Toro Manufacturing Plant.

Backman indicated that HRA has pledged \$40,000 towards the project for the 40% match for the property owner's responsibility towards the project if the property owner does not have sufficient funds available. These monies are a loan to the property owner.

**Motion by Powers, seconded by Messer, to approve the Small Cities Development Program – Residential Owner Occupied Housing Rehabilitation Program. Motion carried 4-0.**

11. 2008-2009 WINDOM AREA HOSPITAL AUDIT

Kim Armstrong, CFO for the Windom Area Hospital reviewed the financial statement for 2008-2009 with the City Council. She said that the total net assets for 2007 – 2008 were \$13,727,000 and the total net assets for 2008 – 2009 were \$14,885,000, and that the hospital's financial status is excellent.

Gerri Burmeister, Hospital Administrator reported on the challenges that the hospital will be facing in the next few years. They are as follows:

- Reimbursement concerns with the new laws proposed
- Bad debt was .5% in 2006 and in 2009 has gone up to 2.1% of the gross revenue
- Challenges with the payment reimbursements from Medicare and Medicaid
- Charges that are being disallowed during hospital stays by patients
- RAC (Recover Audit Contract) they review accounts and possibly do audits, and if the RAC finds items that should not have been charged these monies have to be returned.
- Red Flags rule – time consuming to make sure that a patient is who they say they are, may require additional staff
- In the past the bad debt was incurred primarily by uninsured patients, the concern now is those patients that have insurance but a high deductible and do not have the revenue source to pay that deductible or co-pay.

Mary Klosterbuer, Chairperson of the Board thanked the City Council for their support, and she said that in June 2010 they would have their revenue bond paid off. She also invited the Council to participate in any and all orientation sessions that they have as they become available.

12. REGULAR BILLS

**Motion by Fast, seconded by Maricle, to approve the regular bills as presented. Motion carried 4-0.**

13. CONTRACTOR PAYMENTS

**Motion by Powers, seconded by Fast to approve payment of the bill to Hjerpe Inc, in the amount of \$401,049.94 for the 2009 Street Improvement Project. Motion carried 4-0.**

**Motion by Fast, seconded by Maricle to approve payment of the bill to Wick's Inc. in the amount of \$63,166.03 for the 2009 Airport Improvement Runway Project. Motion carried 4-0.**

**Motion by Messer, seconded by Fast to approve payment of the bill to Wick's Inc. in the amount of \$13,991.79 for the 2009 Airport Improvement Taxiway Project. Motion 4-0.**

14. UNFINISHED BUSINESS

None

15. NEW BUSINESS

None

16. COUNCIL CONCERNS

Mayor Kruse reminded the citizens that the Library will be starting their book sale on Monday August 10, 2009.

17. Adjourn

City Council was adjourned by unanimous consent at 8:25 p.m

\_\_\_\_\_  
Kirby Kruse, Mayor

Attest: \_\_\_\_\_  
Brigitte Olson, Assistant City Administrator

Windom Library Board Meeting  
Windom Library  
August 11 ,2009  
5:05 p.m.

1. Call to order: The meeting was called to order by Jan Johnson at 5:05 p.m..

2. Roll Call:

Members Present: Kathy Hiley, Anita Winkel, Mary Erickson , Jan Johnson and Charles Reid

Members Absent:\* Tina Peiffer and John Duscher

Library Staff Present: Joan Hunter

City Council Member Present: None

3. Agenda and Minutes:

Motion by Anita Winkel, seconded by Mary Erickson to approve the Agenda and Minutes

4. Financial Report

Joan informed the board that the line item expense paid to Davis Typewriter was for parts and repair on the library's printer.

Motion by Charles Reid seconded by Anita Winkel to approve the Financial Report.

5. Librarians Report:

Joan has turned in the library's budget for the next year and she and the other city department heads will be meeting with the City Council on August 25. Joan made the requested 7% cut from the library budget.

The new computers are up and running. After the Book Sale, Joan plans to order more computers with funds from the Friends of the Library.

The Book Sale started on Monday with a crowd waiting for the library doors to open! The first 2 days have been successful. The sale will run for 2 weeks and it looks like all of the books in the basement have been brought up and hopefully very few will be left!

The children's summer reading program ended at the end of July. Dawn will be taking a week's vacation starting this week.

Motion by Mary Erickson and seconded by Charles Reid to approve the librarian's report.

6. Old Business:

In regards to the computer on the librarian's desk and its problems with Vista, Joan hopes

that when they get the next set of computers they can rearrange the computers and put a library compatible computer on the checkout counter.

7. New Business:

None.

8. New Book Suggestions

The board presented their suggestions.

9. Adjourn:

Motion by Charles Reid, seconded by Anita Winkel; to adjourn.

Meeting adjourned at 5:19 p.m..

Respectfully submitted,

Kathy Hiley, recording secretary

Date/Time received: 4:00 8/13/09

Agenda Request Form

(This form can be used only once a month by the same individual(s). It is not a venue to bypass policies and procedures of city commissions and committees.)

Name: Frank Dorpighans Telephone No: 507 832 8184

Address: 573 Queen Ave

Date of Council Meeting: 8-18-09 (Agenda item must be turned into the city office by Friday noon preceding the Tuesday meeting.)

Subject: CBS Aug 12<sup>th</sup> Evening News with  
Katie Couric Anti 2<sup>nd</sup> Amendment Rhetoric

Have you brought this to the attention of the appropriate department head? NA  
Committee? NA

Hand-outs, audio-visual materials (These must be simple and set up directly before you speak and taken down directly afterward): None

This format gives citizens an opportunity to express concerns to the council without expectation of discussion or action. No more than two (2) people should speak on the same topic at one meeting. Remarks should not exceed five (5) minutes per person. They should be directed to the council as a whole and not to any individual member or department head.

  
Signature



**TO: Windom City Council**  
**CC: Windom Parks and Recreation Commission**

**From: Al Baloun, Recreation Director**  
**Sally Oltmanns, Pool Manager**

**Re: Pool Closing for Season**

**Date: August 10, 2009**

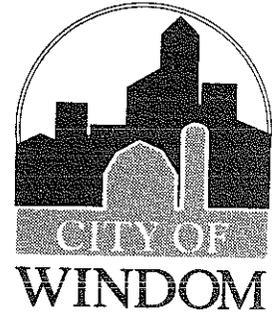
The Windom Pool will be closing on Wednesday, August 19, 2009 at 6:00 PM for the season. This is also the first day of the fair and pool usage after the first week in August tends to decrease. This closing date is in line with the closing date that was discussed in the Spring.

The beach markings will be taken out after Labor Day.

If you have any questions on the pool closing feel free to contact myself or Sally







# Memo

**To:** Mayor and City Council Members

**From:** Denise Nichols

**Date:** 8/13/2009

**Re:** Election Equipment Maintenance and Support Program Contract

---

Four years ago, the State and County required the City of Windom to purchase and use the Model 100 and AutoMARK voting equipment. Grant funds were received from the State of Minnesota for the purchase and maintenance of the equipment. Cottonwood County has administered the grant funds for the purchase and maintenance of the election equipment and has coordinated all maintenance and updates that are needed for the equipment.

Cottonwood County has received a contract renewal from Election Systems & Software for hardware, firmware and software maintenance and support service for the election equipment within the County. Attached is a copy of the proposed contract renewal. The City of Windom's cost for the contract renewal is \$552.50 annually for a total of \$2,210.00 for the four-year contract period.

The City of Windom has additional grant funds remaining from the initial state grant. The balance of the City of Windom's share of the grant funds is \$11,155.00. This renewal expense will be paid from Windom's share of the grant funds.

The County is requesting review and written approval of the contract and costs.

**Jan Johnson**

---

**From:** Pick, Tina [tmpick@essvote.com]  
**Sent:** Thursday, August 06, 2009 1:44 PM  
**To:** jan.h.johnson@co.cottonwood.mn.us  
**Cc:** Hoversten, Mike; Anderson, Paul; Paulson, Susan  
**Subject:** Cottonwood County, MN Maintenance Agreement



Cottonwood  
County MN - Exhibit A - 8.6.09.pdf



Cottonwood  
County MN - Maintenance Agreement - 8.6.09.pdf

Dear Ms. Johnson,

Attached please find a Hardware and Firmware Maintenance and Support Sales Agreement Purchase Order ("Agreement") between Election Systems & Software, Inc. ("ES&S") and Cottonwood County, Minnesota ("County"). Please have two originals signed on behalf of the County and return both originals to Susan Paulson at the address listed below for countersignature on behalf of ES&S. She will return to you one fully executed original.

If you have any general questions concerning the attached agreement or the programs being offered please contact Mike Hoversten at (612) 940-5962. If you have any questions regarding contract quantities or pricing, please do not hesitate to contact me. If you have any questions regarding contract terms and conditions, please contact Susan Paulson at (402-970-1189) or Email: slpaulson@essvote.com.

Sincerely,

Tina M. Pick  
Pricing Analyst Support Specialist  
Election Systems & Software, Inc.  
11208 John Galt Blvd.  
Omaha, NE 68137  
402.970.1254  
Fax: 402.970.1291  
E-Mail: tmpick@essvote.com

<<Cottonwood County, MN - Exhibit A - 8.6.09.pdf>> <<Cottonwood County, MN - Maintenance Agreement - 8.6.09.pdf>>

*Please review & send written approval before Aug. 31<sup>st</sup>.*

*Thanks,*

**EXHIBIT A - MAINTENANCE SERVICES -- STATE OF MINNESOTA  
(POST-WARRANTY PERIOD)**

**ARTICLE I  
GENERAL**

1. **Term: Termination.** This Exhibit A shall be in effect for four (4) years from the effective date unless terminated, in writing, by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due ES&S hereunder nor entitle it to a refund of any amounts already paid hereunder.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software Maintenance and Support under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software Maintenance Fees set forth on the Hardware, Firmware and Software Maintenance and Support Sales Agreement Purchase Order for the initial Term. The Hardware Maintenance and Software Maintenance Fees for the initial Term are due on the date of the expiration of the Warranty Period. The Hardware Maintenance and Software Maintenance Fees for any renewal period shall be the then current fees in effect and are due and payable no later than 30 days prior to the beginning of such renewal period. The Software Maintenance Fee shall be comprised of (i) a fee for the Software Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A or the Agreement. If Customer elects to receive Software Maintenance and Support for an Add-On or New Product during the Term or any renewal thereof, ES&S will charge an incremental Software Maintenance Fee for such services. In the event Customer terminates this Agreement through no fault of ES&S and later desires to subscribe for a maintenance and support plan, or otherwise changes its maintenance and support plan with ES&S during the Initial Maintenance Term or any renewal thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, maintenance and support coverage.

3. **Early Termination.** Customer understands, acknowledges and agrees that ES&S' fees for the maintenance services as set forth on the Hardware, Firmware and Software Maintenance and Support Sales Agreement Purchase Order are based upon (a) a contractual commitment by Customer to subscribe for and purchase such maintenance services for a period of at least four (4) years, (b) ES&S' dedication of sufficient resources during the Term to perform such services and provide associated prioritization of Customer in its service deliveries, and (c) the descriptions of such services in the exhibits. In the event that Customer changes its commitment to a period of less than four (4) years for any reason other than a termination for cause pursuant to Article I, Section 1, of this Agreement, Customer hereby agrees to promptly pay a balance due charge using the Non-Discounted Fees for maintenance services provided to the Customer up through the date of early termination.

**ARTICLE II  
HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Exhibit A for the ES&S Equipment listed on the Hardware and Firmware Maintenance and Support Sales Agreement Purchase Order (the "Products") shall be subject to the following terms and conditions:

a. **Inspection.** If the Hardware Maintenance Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services under this Exhibit A upon (a) notification to ES&S, (b) payment of all fees which would have been due to ES&S had the Maintenance Term or any renewal thereof not expired, and (c) the granting to ES&S of access to inspect the Products. The purpose of such inspection shall be to determine whether or not the Products are fit for the ordinary purposes for which they are to be used, normal wear and tear excepted ("Normal Working Condition"). The cost of such inspection will be at the current published ES&S rate plus ES&S' Out-of-Pocket Expenses, and shall be due from Customer within 30 days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as ES&S deems reasonable and necessary to restore such Product(s) to Normal Working Condition, at Customer's expense with respect to the cost of any parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s). For purposes of this Exhibit A, "Out-Of-Pocket Expenses" shall mean all travel, meal and lodging expenses incurred by ES&S employees or authorized representatives ("ES&S Representatives") who are required to travel to Customer's Designated Location to provide services. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services. Customer's Designated Location is specified on Schedule A1.

b. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ("Routine Maintenance Services") once each 24 months during the Hardware Maintenance Term or any renewal thereof. Customer may request that Routine Maintenance Services be performed more than once during any such 24-month period. Any such request shall be

made at least 60 days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on the Hardware and Firmware Maintenance and Support Sales Agreement Purchase Order and shall be due within 30 days after invoice. Routine Maintenance Services shall include cleaning, lubrication and calibration services. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to one or more Products. The Routine Maintenance Services will be provided either at Customer's Designated Location or at an ES&S-designated depot facility ("Depot"), as elected by Customer on the Hardware and Firmware Maintenance and Support Sales Agreement Purchase Order. Customer shall pay all costs associated with shipping Product(s) to a Depot, including insurance.

c. Remedial Maintenance Services.

i. Defects Under Normal Use and Service. If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the Product to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 2(c)(i) are referred to herein as "Remedial Maintenance Services". ES&S shall provide the Remedial Maintenance Services at its Depot; provided, however, that if Remedial Maintenance Services are required for 10 or more Products at any given time, Customer may elect to have them provided at its Designated Location; provided, further, that all Remedial Maintenance Services provided for central count equipment shall be provided at Customer's Designated Location. Customer acknowledges that Product(s) identified on the Hardware and Firmware Maintenance and Support Sales Agreement Purchase Order as "depot repair only" may only be repaired at a Depot.

ii. Defects Due to Customer Actions or Omissions. If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, or if Customer does not notify ES&S within 24 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Remedial Maintenance Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Remedial Maintenance Services.

iii. Timing. The date(s) on which any Remedial Maintenance Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Remedial Maintenance Services (which shall be defined as Remedial Maintenance Services that are provided within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Remedial Maintenance Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge of 90% of the then current maintenance fee per unit if Customer requests more than one Routine Maintenance visit in a 12-month period or, 150% of the then current maintenance fee per unit for Emergency Remedial Maintenance Services..

iv. Loaner Unit. At Customer's request, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Remedial Maintenance Services are being performed (a "Loaner Unit"). If the Remedial Maintenance Services are being performed pursuant to Subsection 2(c)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

d. Exclusions. ES&S has no obligation under this Exhibit A to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including printer ribbons, paper rolls, batteries, removable media storage devices, cancellation stamps, ink pads or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the Hardware Maintenance Term or renewal period for which such fee was paid and the denominator of which is the total number of days in such Hardware Maintenance Term.

e. Sole Provider; Access. Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as a Hardware Maintenance Term is in

effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

f. **Storage.** When not in use, Customer shall properly store the Products in accordance with the storage requirements established in the Documentation.

### **ARTICLE III SOFTWARE**

1. **Services Provided.** ES&S shall provide maintenance and support services for the ES&S Software ("Software Maintenance and Support"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship.

2. **Updates.** During the Software Maintenance Term and any renewals thereof, ES&S shall continue to provide updates in accordance with any update schedule determined by ES&S.

3. **Reinstatement of Software Maintenance and Support.** If the Software Maintenance Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees which would have been due to ES&S had the Software Maintenance Term not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software Maintenance and Support.

4. **Conditions.** ES&S shall provide Software Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. However, such Software Maintenance and Support shall not be provided at the Software Maintenance Fees outlined in Section 5(b), but shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises.

5. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.



**HARDWARE / FIRMWARE/SOFTWARE MAINTENANCE and SUPPORT  
SALES AGREEMENT PURCHASE ORDER  
Cottonwood County, Minnesota**

Your current ES&S Hardware, Firmware, and Software Maintenance and Support coverage is due to expire in 2009 and ES&S understands the decision to purchase hardware and software maintenance and support service is an important one. Below is a brief description of the Silver maintenance and support program for your hardware, including annual fees, and we ask that you review this information and confirm your selection of the Silver maintenance and support program to cover you for the next four (4) years. Requirements of this program are:

ALL of your tabulation equipment must be covered by the maintenance program. Excluding any of your tabulation equipment will put your County at risk for firmware upgrades.

Rates are valid only if the County is the single billing entity and preventative maintenance services are performed at one location.

Please enter the quantity of equipment in the appropriate field below. You will also need to complete the customer information at the end of this form. Should you have any questions about the Silver program please contact Mike Hoversten at (612) 940-5962.

Please respond before August 31, 2009 to ensure continued maintenance and support coverage for your equipment and firmware applications.

**Silver Preventative Maintenance Program:**

Under this program, ES&S will perform maintenance service on all of your tabulation equipment at the County's designated location once every 24 months. These on-site Maintenance Services include cleaning, lubrication and calibration services.

On-Site Remedial Maintenance Services are also provided by ESS under the Silver Program. Remedial Maintenance provides that ES&S will repair or replace any component of our proprietary equipment or software which, while under normal use and service, (a) fails to perform in accordance with its documentation in all material respects, or (b) is defective in material or workmanship. If a defect or malfunction occurs in any tabulation equipment while it is under normal use and service, the County shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the tabulation equipment to Normal Working Condition as soon as practicable.

Please see Exhibit A for complete details concerning the Hardware Maintenance and Support Program.

**HARDWARE MAINTENANCE FEES**

<u>Equipment Type</u>	<u>Qty</u>	<u>Rate</u>	<u>Total Fee</u>
Model 100	12	\$135.00	\$1,620.00
AutoMARK	11	\$177.50	\$1,952.50
<b>Subtotal: Hardware Maintenance &amp; Support Fees</b>			<b>\$3,572.50</b>

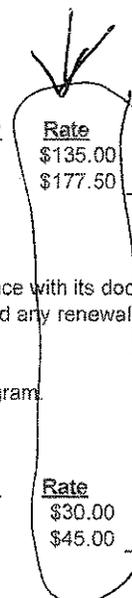
**Software Maintenance and Support**

ES&S shall provide maintenance and support services for the ES&S Software to enable it to perform in accordance with its documentation in all material respects, and to cure any defect in material or workmanship. During the Software Maintenance Term and any renewals thereof, ES&S shall continue to provide updates in accordance with any update schedule determined by ES&S.

Please see Exhibit A for complete details concerning the Hardware and Software Maintenance and Support Program.

**FIRMWARE MAINTENANCE FEES**

<u>Equipment Type</u>	<u>Qty</u>	<u>Rate</u>	<u>Total Fee</u>
Model 100	12	\$30.00	\$360.00
AutoMARK	11	\$45.00	\$495.00
<b>Subtotal: Firmware Maintenance and Support Fees</b>			<b>\$855.00</b>



<b>Total Fees (you will be invoiced this amount annually during the four (4) year term):</b>	<b>\$4,427.50</b>
--	-------------------



I certify that: 1) sufficient county funds are authorized and appropriated for the Total Fees set forth above; and 2) the quantities set forth above are complete and accurate to the best of my knowledge. I am authorized by the County to submit this Coverage Election and have attached all necessary documentation required to authorize this purchase.

Payment Terms: 100% of Total Fees Due Thirty (30) Calendar Days after the Receipt of Corresponding ES&S Invoice.  
 Note: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

County Contact	Jan Johnson
County Name	Cottonwood County, MN
Billing Address	900 3rd Avenue
City	Windom
State	MN
Zip	56101
Phone Number	(507) 831-1342

\_\_\_\_\_  
 Authorized Customer Signature

\_\_\_\_\_  
 Authorized ES&S Signature

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

Please have two originals executed on behalf of the County and return both originals to the address listed below for countersignature on behalf of ES&S. Upon ES&S' signature we will return to you one fully executed original.

Susan L. Paulson  
 Legal Assistant/Executive Assistant  
 Election Systems & Software, Inc.  
 11208 John Galt Blvd.  
 Omaha, NE 68137  
 402.970.1189  
 Fax - 402.970.1291  
 Email - slpaulson@essvote.com

## RESOLUTION #2009-

**INTRODUCED:**

**SECONDED:**

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

### **AUTHORIZATION TO ACCEPT A DONATION FROM THE MEALS ON WHEELS BOARD FOR THE WINDOM COMMUNITY CENTER**

---

**WHEREAS**, Minnesota State Statute §465.03 requires that any city accepting a grant or gift of real or personal property shall accept such by resolution of the governing body expressing the terms prescribed by the donor; and

**WHEREAS**, the City of Windom has received a donation from the Meals on Wheels Board in the amount of \$1,500.00 for the Windom Community Center; and

**WHEREAS**, the donation requires that the funds be used towards the purchase of a new freezer for the senior dining program.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA**, that the City Council accepts the donation in the amount of \$1,500 offered by the Meals on Wheels Board for use by the Windom Community Center for the purchase of a freezer for the senior dining program.

Adopted by the Council this 18th day of August, 2009.

\_\_\_\_\_  
Kirby G. Kruse, Mayor

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

## RESOLUTION #2009-

**INTRODUCED:**

**SECONDED:**

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

**AUTHORIZATION TO ACCEPT DONATIONS FROM THE  
AREA CHURCHES AND WINDOM CONVENTION & VISITORS BUREAU  
TO WINDOMNET**

---

**WHEREAS**, Minnesota State Statute §465.03 requires that any city accepting a grant or gift of real or personal property shall accept such by resolution of the governing body expressing the terms prescribed by the donor; and

**WHEREAS**, the City of Windom has received donations from the Windom Convention and Visitors Bureau and area churches including: American Lutheran Church, First Baptist Church, First Presbyterian Church, First United Methodist Church and Lutheran Church of Our Savior in the amount of \$1,728.00; and

**WHEREAS**, the donations require that the funds be used towards the purchase of components to upgrade channel 3 playback equipment including a Leightronix controller, a recordable DVD device, three decks and three cables.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA**, that the City Council accepts the donations in the amount of \$1,728.00, offered by the Windom Convention and Visitors Bureau and area churches, for use by WindomNet for the upgrade of channel 3 playback equipment.

Adopted by the Council this 18th day of August, 2009.

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

\_\_\_\_\_  
Kirby G. Kruse, Mayor



# Quotation

7711 Computer Ave, Edina MN 55435  
 Phone: 952-896-9898 - Fax 952-896-9899 - Visit us at www.alphavideo.com

Date	Quote #	Cust #
06/25/09	AAAQ8198	

We are an equal opportunity employer

Prepared For:	Sales Representative:
Dan Olsen City of Windom  Phone: (507)832-8007 Fax: Terms: NET 30 Ship via: Best Way	<b>Steve Taracks</b> Inside Sales 952-841-3323

ID #	Item	Description	Qty	Unit Price	Ext. Price
1	DVP-NS710H/B	SONY CON DVD PLAYER	3	\$79.00	\$237.00
2	DRMV150	JVC DVD/VHS HIFI STEREO RECORDER COMBO	1	\$249.00	\$249.00
3	PRSYDVD	LEIGHTRONIX PROBUS CABLE FOR SONY	3	\$119.00	\$357.00
4	MINI-T-NET	LEIGHTRONIX EVENT CONTROLLER 8X1	1	\$885.00	\$885.00

Shipping will be billed at actual cost

Sub Total	\$1,728.00
Sales Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$1,728.00</b>

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ PO: \_\_\_\_\_

All information contained within this quote is valid for the next 30 days. Thereafter, all prices and applicable charges are subject to change. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

## RESOLUTION #2009-

**INTRODUCED:**

**SECONDED:**

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

**AUTHORIZATION TO ACCEPT A DONATION FROM THE AMERICAN  
POSTAL WORKERS UNION LOCAL 2885 FOR THE WINDOM  
AMBULANCE SERVICE**

---

**WHEREAS**, Minnesota State Statute §465.03 requires that any city accepting a grant or gift of real or personal property shall accept such by resolution of the governing body expressing the terms prescribed by the donor; and

**WHEREAS**, the City of Windom has received a donation from the American Postal Workers Union Local 2885 in the amount of \$700.00 for the Windom Ambulance Service; and

**WHEREAS**, the donor requests that the funds be used towards the purchase of new medical equipment, possibly heart-related equipment, for the ambulance service.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA**, that the City Council accepts the donation in the amount of \$700.00, offered by the American Postal Workers Union Local 2885, for use by the Windom Ambulance Service for the purchase of medical equipment.

Adopted by the Council this 18th day of August, 2009.

\_\_\_\_\_  
Kirby G. Kruse, Mayor

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

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY OFFICE	MII LIFE	VEBA	198.40
CITY OFFICE	MN NCPERS	LIFE INSUR INSURANCE	80.00
		Total for Department 103	278.40*
P & Z / BUILDING OFF	MII LIFE	VEBA	148.80
P & Z / BUILDING OFF	MN NCPERS	LIFE INSUR INSURANCE	24.00
		Total for Department 106	172.80*
CITY HALL	SANDRA HERDER	CLEANING	357.47
CITY HALL	MELISSA PENAS	CLEANING	357.47
		Total for Department 115	714.94*
POLICE	MII LIFE	VEBA	1,398.96
POLICE	MN NCPERS	LIFE INSUR INSURANCE	144.00
		Total for Department 120	1,542.96*
FIRE DEPARTMENT	CMC RESCUE INC	TRAINING	8,876.00
		Total for Department 125	8,876.00*
STREET	MII LIFE	VEBA	755.44
STREET	MN NCPERS	LIFE INSUR INSURANCE	80.00
		Total for Department 140	835.44*
HEALTH & SANITATION	NEAL GRUNEWALD	COMPOST SITE MANAGER	128.00
		Total for Department 145	128.00*
RECREATION	BRYCE GROVE	SERVICE - UMPIRE	140.00
RECREATION	DOUG KNEELAND	UMPIRE	375.00
		Total for Department 150	515.00*
PARKS	MII LIFE	VEBA	185.68
PARKS	MN NCPERS	LIFE INSUR INSURANCE	32.00
		Total for Department 165	217.68*
		Total for Fund 01	13,281.22*
		MN PUBLIC FACILITIES BOND PAYMENTS	23,150.57
		Total for Department	23,150.57*
		Total for Fund 02	23,150.57*
LIBRARY	SANDRA HERDER	CLEANING	357.48
LIBRARY	MELISSA PENAS	CLEANING	357.48
LIBRARY	MN ENERGY RESOURCES	HEATING	42.15
		Total for Department 171	757.11*
		Total for Fund 03	757.11*
AIRPORT	RED ROCK RURAL WATER	WATER	20.70
AIRPORT	SO. CENTRAL ELECTRIC	POWER COST	262.63
		Total for Department 174	283.33*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 11			283.33*
POOL	SAMANTHA HARROLD	EXPENSE SPLASH BASH	161.06
POOL	MARIA LUND	EXPENSE - SPLASH BASH	166.29
POOL	JEROME SMITH	REFUND - SWIM LESSONS	28.00
Total for Department 175			355.35*
Total for Fund 12			355.35*
MULTI-PURPOSE BUILDI	MII LIFE	VEBA	284.88
MULTI-PURPOSE BUILDI	MN NCPERS LIFE INSUR	INSURANCE	32.00
MULTI-PURPOSE BUILDI	BRAD BUSSA	EXPENSE	33.00
Total for Department 177			349.88*
Total for Fund 14			349.88*
N IND PARK	SO. CENTRAL ELECTRIC	POWER COST	26.82
Total for Department 147			26.82*
Total for Fund 18			26.82*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	13,235.50
LIQUOR	GRIGGS COOPER	MERCHANDISE	2,873.31
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	22,205.95
LIQUOR	A H HERMEL CANDY & T	MERCHANDISE	449.33
LIQUOR	HOLINKA DISTR. CO.	MERCHANDISE	76.00
LIQUOR	JOHNSON BROS.	MERCHANDISE	3,550.99
LIQUOR	MII LIFE	VEBA	371.36
LIQUOR	MN NCPERS LIFE INSUR	INSURANCE	32.00
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	237.30
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	141.54
LIQUOR	BANK MIDWEST	NSF CHECK-RIVER BEND LIQ	49.75
LIQUOR	WINE MERCHANTS	MERCHANDISE	567.75
Total for Department 180			43,790.78*
Total for Fund 60			43,790.78*
MN PUBLIC FACILITIES BOND PAYMENTS			231,000.00
Total for Department			231,000.00*
WATER	AMUNDSON DIG	MAINTENANCE	150.00
WATER	FASTENAL	MAINTENANCE	145.58
WATER	GOPHER STATE ONE CAL	LOCATES	26.55
WATER	HJERPE CONTRACTING I	WATER MAIN BREAK	712.50
WATER	H P SUDS	BILLING CONTRACT SERVICE	148.12
WATER	MII LIFE	VEBA	560.22
WATER	MN PUBLIC FACILITIES	BOND PAYMENTS	33,188.85
WATER	MN RURAL WATER ASSOC	DUES	200.00
WATER	MN NCPERS LIFE INSUR	INSURANCE	40.00
Total for Department 181			35,171.82*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 61			266,171.82*
	DIANE BURMEISTER	REFUND - UTILITY PREPAYM	125.00
Total for Department			125.00*
ELECTRIC	JIM AXFORD	ENERGY REBATE	100.00
ELECTRIC	DEFRIES COLLISION CE	CIP REBATE	280.00
ELECTRIC	GOPHER STATE ONE CAL	LOCATES	26.54
ELECTRIC	HARDEES	CIP REBATE	182.00
ELECTRIC	H P SUDS	BILLING CONTRACT SERVICE	148.15
ELECTRIC	MII LIFE	VEBA	1,049.86
ELECTRIC	MN NCPERS LIFE INSUR	INSURANCE	96.00
ELECTRIC	BANK MIDWEST	NSF CHECK	61.55
ELECTRIC	BANK MIDWEST	NSF CHECKS	297.88
ELECTRIC	JUDY DOEDEN	ENERGY REBATE	150.00
ELECTRIC	GLENN FRANCIS	ENERGY REBATE	300.00
ELECTRIC	MARY FRANZ	ENERGY REBATE	350.00
ELECTRIC	GREG HOLT	ENERGY REBATE	50.00
ELECTRIC	LISA LETCHER	ENERGY REBATE	100.00
ELECTRIC	HARVEY LUCHT	ENERGY REBATE	75.00
ELECTRIC	BERNETTA MARAS	ENERGY REBATE	100.00
ELECTRIC	CARL NORDQUIST	ENERGY REBATE	50.00
ELECTRIC	WAYNE PETERSON	ENERGY REBATE	100.00
ELECTRIC	DAVID SCHMIDT	ENERGY REBATE	100.00
ELECTRIC	RANDY VANDEWIELE	ENERGY REBATE	100.00
Total for Department 182			3,716.98*
Total for Fund 62			3,841.98*
	MN PUBLIC FACILITIES BOND PAYMENTS		106,199.54
Total for Department			106,199.54*
SEWER	FASTENAL	MAINTENANCE	145.58
SEWER	GOPHER STATE ONE CAL	LOCATES	26.54
SEWER	H P SUDS	BILLING CONTRACT SERVICE	148.12
SEWER	MII LIFE	VEBA	931.58
SEWER	MN PUBLIC FACILITIES BOND PAYMENTS		20,306.11
SEWER	MN NCPERS LIFE INSUR	INSURANCE	72.00
Total for Department 183			21,629.93*
Total for Fund 63			127,829.47*
ARENA	CENTER STOP	MERCHANDISE	23.25
ARENA	MII LIFE	VEBA	371.36
ARENA	MN NCPERS LIFE INSUR	INSURANCE	32.00
Total for Department 184			426.61*
Total for Fund 64			426.61*
	BANK MIDWEST	LOAN PAYMENT	1,133.72

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Department			1,133.72*
ECONOMIC DEVELOPMENT	MII LIFE	VEBA	235.28
ECONOMIC DEVELOPMENT	MN NCPERS LIFE INSUR	INSURANCE	24.00
ECONOMIC DEVELOPMENT	BANK MIDWEST	LOAN PAYMENT	2,866.28
Total for Department 187			3,125.56*
Total for Fund 67			4,259.28*
TELECOMMUNICATIONS	B B C AMERICA	SUBSCRIBER	6.24
TELECOMMUNICATIONS	BIG TEN NETWORK	SUBSCRIBER	1,561.38
TELECOMMUNICATIONS	DHJV COMPANY LLC	SUBSCRIBER	4.96
TELECOMMUNICATIONS	DISCOVERY DIGITAL NE	SUBSCRIBER	43.69
TELECOMMUNICATIONS	FOX SPORTS	SUBSCRIBER	5,016.55
TELECOMMUNICATIONS	GOPHER STATE ONE CAL	LOCATES	79.62
TELECOMMUNICATIONS	H P SUDS	BILLING CONTRACT SERVICE	444.36
TELECOMMUNICATIONS	KARE	SUBSCRIBER	396.30
TELECOMMUNICATIONS	LIFETIME	SUBSCRIBER	651.50
TELECOMMUNICATIONS	LIFETIME MOVIE NETWO	SUBSCRIBER	30.00
TELECOMMUNICATIONS	MII LIFE	VEBA	665.78
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	SUBSCRIBER	20,085.54
TELECOMMUNICATIONS	MN NCPERS LIFE INSUR	INSURANCE	64.00
TELECOMMUNICATIONS	SOUTHWEST/WEST CENTR	SATISFY BLANDIN GRANT	19,100.00
Total for Department 199			48,149.92*
Total for Fund 69			48,149.92*
MN NCPERS	LIFE INSUR	INSURANCE	32.00
Total for Department			32.00*
Total for Fund 70			32.00*
Grand Total			532,706.14*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
P & Z / BUILDING OFF	VET'S WHOA N'GO	GAS	44.05
	Total for Department 106		44.05*
CITY HALL	AMERIGAS - WORTHINGT	WATER TREATMENT	23.46
CITY HALL	ELECTRIC FUND	MAINTENANCE	33.52
	Total for Department 115		56.98*
POLICE	VET'S WHOA N'GO	GAS	22.97
POLICE	VOYAGER FLEET SERVIC	GAS	25.87
	Total for Department 120		48.84*
FIRE DEPARTMENT	QUEST	TELEPHONE	58.86
FIRE DEPARTMENT	VET'S WHOA N'GO	GAS	40.95
	Total for Department 125		99.81*
STREET	BARGEN INC	SERVICE	638.58
STREET	ENVIROSIDE	TESTING	400.00
STREET	ERICKSON OIL CO	GAS	340.90
STREET	MIDWEST WIRELESS	TELEPHONE	98.37
STREET	QUEST	TELEPHONE	58.86
STREET	VET'S WHOA N'GO	GAS	62.10
STREET	VOYAGER FLEET SERVIC	GAS	121.58
	Total for Department 140		1,720.39*
RECREATION	LEVI GOTTO	UMPIRE	100.00
RECREATION	LUKAS GOTTO	UMPIRE	310.00
	Total for Department 150		410.00*
PARKS	ELECTRIC FUND	MAINTENANCE	29.88
PARKS	ERICKSON OIL CO	GAS	123.04
	Total for Department 165		152.92*
	Total for Fund 01		2,532.99*
	HJERPE CONTRACTING I WATER MAIN BREAK		401,049.94
	Total for Department		401,049.94*
	Total for Fund 09		401,049.94*
	WICKS CONSTRUCTION	09 TAXIWAY PROJECT	13,991.79
	WICKS CONSTRUCTION	RUNWAY PROJECT	63,166.03
	Total for Department		77,157.82*
AIRPORT	ELECTRIC FUND	MAINTENANCE	21.38
	Total for Department 174		21.38*
	Total for Fund 11		77,179.20*
POOL	CENTER STOP	MERCHANDISE	60.00
POOL	FIRST FLORAL HALLMAR	SPLASH BASH	30.89
POOL	SAMANTHA HARROLD	EXPENSE - SPLASH BASH	41.19

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
POOL	EMILY TURNER	EXPENSE - SPLASH BASH	39.00
		Total for Department 175	171.08*
		Total for Fund 12	171.08*
AMBULANCE	JIM AXFORD	EXPENSE	23.18
AMBULANCE	VAUGHN CORWIN	EXPENSE	13.79
AMBULANCE	KRIS JANSSEN	EXPENSE	11.10
AMBULANCE	BUCKWHEAT JOHNSON	EXPENSE	41.30
AMBULANCE	QUEST	TELEPHONE	58.86
AMBULANCE	ALLAN REMPEL	EXPENSE	3.89
AMBULANCE	VET'S WHOA N'GO	GAS	1,005.15
		Total for Department 176	1,157.27*
		Total for Fund 13	1,157.27*
MULTI-PURPOSE BUILDI	MIDWEST WIRELESS	TELEPHONE	13.92
		Total for Department 177	13.92*
		Total for Fund 14	13.92*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	4,123.54
LIQUOR	GRIGGS COOPER	MERCHANDISE	2,793.54
LIQUOR	HAGEN DISTRIBUTING	MECHANDISE	3,270.95
LIQUOR	HOLINKA DISTR. CO.	MERCHANDISE	110.25
LIQUOR	JOHNSON BROS.	MERCHANDISE	3,359.46
LIQUOR	PHILLIPS WINE & SPIR	MECHANDISE	491.53
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	5,464.56
LIQUOR	BANK MIDWEST	NSF CHECK-RIVER BEND LIQ	103.79
		Total for Department 180	19,717.62*
		Total for Fund 60	19,717.62*
WATER	H P SUDS	BILLING CONTRACT SERVICE	150.00
WATER	MIDWEST DATA, INC	SPECIAL SERVICES	13.37
WATER	MIDWEST DATA, INC	UTILITY BILL SERVICES/SP	765.05
WATER	MIDWEST WIRELESS	TELEPHONE	65.16
WATER	QUEST	TELEPHONE	58.86
WATER	VOYAGER FLEET SERVIC	GAS	372.28
		Total for Department 181	1,424.72*
		Total for Fund 61	1,424.72*
ELECTRIC	CENTRAL MINNESOTA MU	CAPX2020 ASSESSMENT-FINA	9,513.00
ELECTRIC	CENTRAL MINNESOTA MU	CIP SERVICE ASSESSMENT	2,824.00
ELECTRIC	H P SUDS	BILLING CONTRACT SERVICE	150.00
ELECTRIC	MIDWEST DATA, INC	SPECIAL SERVICES	13.42
ELECTRIC	MIDWEST DATA, INC	UTILITY BILL SERVICES/SP	1,577.96
ELECTRIC	QUEST	TELEPHONE	55.44
ELECTRIC	BRAD BUSSA	CLEANING	184.60

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ELECTRIC	VET'S WHOA N'GO	GAS	136.07
ELECTRIC	VOYAGER FLEET SERVIC	GAS	74.98
ELECTRIC	DEPARTMENT OF ENERGY	POWER COST	97,505.64
ELECTRIC	BANK MIDWEST	NSF CHECK	282.88
	Total for Department 182		112,317.99*
	Total for Fund 62		112,317.99*
	M R PAVING & EXCAVAT SYKORA	ADDITION CONST	38,311.65
	Total for Department		38,311.65*
SEWER	ERICKSON OIL CO	GAS	73.85
SEWER	H P SUDS	BILLING CONTRACT SERVICE	150.00
SEWER	MIDWEST DATA, INC	SPECIAL SERVICES	13.37
SEWER	MIDWEST DATA, INC	UTILITY BILL - SERVICES	765.05
SEWER	MIDWEST WIRELESS	TELEPHONE	65.17
SEWER	QWEST	TELEPHONE	260.60
SEWER	VOYAGER FLEET SERVIC	GAS	13.02
	Total for Department 183		1,341.06*
	Total for Fund 63		39,652.71*
ARENA	VET'S WHOA N'GO	GAS	126.54
ARENA	VOYAGER FLEET SERVIC	GAS	53.76
	Total for Department 184		180.30*
	Total for Fund 64		180.30*
ECONOMIC DEVELOPMENT	DENNIS L. RICK LTD	FINANCIAL STATE	600.00
	Total for Department 187		600.00*
	Total for Fund 67		600.00*
RIVERBLUFF ESTATES	BRADY POWERS	MOWING	390.00
RIVERBLUFF ESTATES	UNITED PRAIRIE BANK	LOAN PAYMENT	641.48
	Total for Department 166		1,031.48*
	Total for Fund 68		1,031.48*
	TIFFANY STROM	REFUND - STATEMENT CREDI	.17
	Total for Department		.17*
TELECOMMUNICATIONS	CNN - TURNER NETWORK	SUBSCRIBER	776.59
TELECOMMUNICATIONS	COMCAST MEDIA CENTER	SUBSCRIBER	9.75
TELECOMMUNICATIONS	HEARTLAND TECHNOLOGY	ISP PREPAY SUPPORT CONTR	120.00
TELECOMMUNICATIONS	H P SUDS	BILLING CONTRACT SERVICE	450.00
TELECOMMUNICATIONS	MIDWEST DATA, INC	SPECIAL SERVICES	40.11
TELECOMMUNICATIONS	MIDWEST DATA, INC	UTILITY BILL - SERVICES	1,673.54
TELECOMMUNICATIONS	QWEST COMMUNICATIONS	DIRECTORY LISTING	267.19
TELECOMMUNICATIONS	DAN OLSEN	EXPENSE	146.83

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
TELECOMMUNICATIONS	RFD TV	SUBSCRIBER	195.45
TELECOMMUNICATIONS	TBS - TURNER NETWORK	SUBSCRIBER	664.53
TELECOMMUNICATIONS	TCM - TURNER NETWORK	SUBSCRIBER	371.36
TELECOMMUNICATIONS	TNT - TURNER NETWORK	SUBSCRIBER	1,540.80
TELECOMMUNICATIONS	TOWER DISTRIBUTION C	SUBSCRIBER	213.99
TELECOMMUNICATIONS	VOYAGER FLEET SERVIC	GAS	115.06
TELECOMMUNICATIONS	TIFFANY STROM	REPUND - STATEMENT CREDI	2.55
		Total for Department 199	6,587.75*
		Total for Fund 69	6,587.92*
	COLONIAL LIFE INSURA	INSURANCE	22.05
		Total for Department	22.05*
		Total for Fund 70	22.05*
		Grand Total	663,639.19*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Ranges: Fund: (A)  
Dept Id: (A)  
Program: (A)  
Vendor #: (A)  
Invoice #: (A)  
Schedule Journal #: (R) 14046 ~ 14046  
Bank #: (A)

Options: Print Ranges/Options: Y # of copies: 1  
Page on Department: N

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	CITIZEN PUBLISHING C	ADVERTISING	1,131.60
MAYOR & COUNCIL	MCDONALD & SCHRAMMEL	LEGAL FEES	336.00
	Total for Department 101		1,467.60*
CITY OFFICE	DAN'S OFFICE SUPPLY	PAPER	209.70
CITY OFFICE	DAN'S OFFICE SUPPLY	SUPPLIES	170.97
CITY OFFICE	ELECTRIC FUND	UTILITIES	177.51
CITY OFFICE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	6.50
	Total for Department 103		564.68*
P & Z / BUILDING OFF	DAN'S OFFICE SUPPLY	SUPPLIES	39.44
P & Z / BUILDING OFF	ELECTRIC FUND	UTILITIES	69.82
P & Z / BUILDING OFF	MCDONALD & SCHRAMMEL	LEGAL FEES	94.50
P & Z / BUILDING OFF	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	6.50
P & Z / BUILDING OFF	NAPA AUTO PARTS	MAINTENANCE	8.34
	Total for Department 106		218.60*
LEGAL	MCDONALD & SCHRAMMEL	CONFERENCE	212.50
	Total for Department 110		212.50*
CITY HALL	COTTONWOOD COUNTY LA	GARBAGE	12.00
CITY HALL	CULLIGAN	SERVICE	12.50
CITY HALL	WASTE MANAGEMENT OF	HAUL GARBAGE	89.51
CITY HALL	ELECTRIC FUND	UTILITIES	651.72
CITY HALL	SCHWALBACH HARDWARE	MAINTENANCE	11.72
	Total for Department 115		777.45*
POLICE	COTTONWOOD CO TREASU	DISPATCHING	275.00
POLICE	COTTONWOOD CO TREASU	RENT	1,200.00
POLICE	DAN'S OFFICE SUPPLY	PAPER	108.67
POLICE	DAN'S OFFICE SUPPLY	SUPPLIES	1,226.39
POLICE	ELECTRIC FUND	UTILITIES	77.12
POLICE	MCDONALD & SCHRAMMEL	LEGAL FEES	3,381.00
POLICE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	22.50
POLICE	SCHWALBACH HARDWARE	MAINTENANCE	120.16
POLICE	STREICHER'S	EQUIPMENT	253.20
POLICE	WINDOM AREA HOSPITAL	TESTING	15.00
POLICE	OLMSTED CO. SHERIFF'	DUES/CONFERENCE FEES	130.00
POLICE	SPARTAN	SUPPLIES	44.31
	Total for Department 120		6,853.35*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
FIRE DEPARTMENT	COTTONWOOD CO TREASU	DISPATCHING	212.50
FIRE DEPARTMENT	DAN'S OFFICE SUPPLY	PAPER	108.67
FIRE DEPARTMENT	ELECTRIC FUND	UTILITIES	26.21
FIRE DEPARTMENT	HEIMAN FIRE EQUIP. C	MAINTENANCE	506.53
FIRE DEPARTMENT	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	6.50
FIRE DEPARTMENT	CARQUEST AUTO PARTS	MAINTENANCE	28.05
	Total for Department 125		888.46*
EMERGENCY MANAGEMENT	COTTONWOOD CO TREASU	DISPATCHING	12.50
EMERGENCY MANAGEMENT	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	200.00
	Total for Department 130		212.50*
ANIMALS	COTTONWOOD-SLAYTON V	VETERINARY SERVICE	93.07
	Total for Department 135		93.07*
STREET	CITIZEN PUBLISHING C	ADVERTISING	42.75
STREET	COTTONWOOD CO TREASU	DISPATCHING	125.00
STREET	COTTONWOOD COUNTY SO	RECYCLING PICK UP	90.00
STREET	WASTE MANAGEMENT OF	HAUL GARBAGE	137.77
STREET	DAN'S OFFICE SUPPLY	PAPER	108.67
STREET	ELECTRIC FUND	UTILITIES	2,186.81
STREET	FERRELLGAS	GAS	32.24
STREET	GCC ALLIANCE CONCRET	MAINTENANCE	77.75
STREET	GEMPLER'S	SUPPLIES	154.65
STREET	WINDOM AUTO VALU	MAINTENANCE	19.00
STREET	MCLAUGLIN & SCHULZ,	MAINTENANCE	5,140.64
STREET	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	6.50
STREET	NAPA AUTO PARTS	MAINTENANCE	110.04
STREET	RUNNING'S SUPPLY	MAINTENANCE	562.98
STREET	SCHWALBACH HARDWARE	MAINTENANCE	74.94
STREET	COUNTRY PRIDE SERVIC	MAINTENANCE	238.81
STREET	WINDOM FARM SERVICE	MAINTENANCE	292.18
STREET	CARQUEST AUTO PARTS	MAINTENANCE	75.44
	Total for Department 140		9,476.17*
RECREATION	CENTER SPORTS	EQUIPMENT	32.00
RECREATION	HY-VEE FOOD STORE	MERCHANDISE	119.74
	Total for Department 150		151.74*
PARKS	COLE PAPER INC.	SUPPLIES	363.08
PARKS	COTTONWOOD CO TREASU	DISPATCHING	37.50
PARKS	WASTE MANAGEMENT OF	HAUL GARBAGE	143.80
PARKS	ELECTRIC FUND	UTILITIES	1,661.47
PARKS	WINDOM AUTO VALU	MAINTENANCE	11.98
PARKS	LAMPERTS YARDS, INC.	MAINTENANCE	116.35
PARKS	MTI DISTRIBUTING, IN	MAINTENANCE	90.94
PARKS	NAPA AUTO PARTS	MAINTENANCE	8.69
PARKS	RUNNING'S SUPPLY	MAINTENANCE	82.34
PARKS	SANFORD HEALTH	TESTING	34.18
PARKS	SCHWALBACH HARDWARE	MAINTENANCE	26.45

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
PARKS	SNICKS SIGNS	SIGN	813.75
	Total for Department 165		3,390.53*
	Total for Fund 01		24,306.65*
LIBRARY	BBC AUDIO	BOOKS	112.26
LIBRARY	BETTY CROCKER	SUBSCRIPTION	24.95
LIBRARY	COTTONWOOD COUNTY SO	RECYCLING PICK UP	12.00
LIBRARY	DAN'S OFFICE SUPPLY	PAPER	108.67
LIBRARY	DAN'S OFFICE SUPPLY	SUPPLIES	256.00
LIBRARY	DAVIS TYPEWRITER	MAINTENANCE CONTRACT	588.65
LIBRARY	DEMCO	SUPPLIES	311.32
LIBRARY	ELECTRIC FUND	UTILITIES	431.68
LIBRARY	GALE	BOOKS	165.53
LIBRARY	ARCHITECTURAL DIGEST	SUBSCRIPTION	39.95
LIBRARY	INGRAM	BOOKS	2,022.53
LIBRARY	J & K WINDOWS	CLEANING	15.00
LIBRARY	MICROMARKETING	BOOKS & AUDIO	753.60
LIBRARY	RECORDED BOOKS, LLC	SUBSCRIPTION	5.95
LIBRARY	READERS SERVICE	BOOK	40.22
LIBRARY	SCHWAAB, INC	SUPPLIES	38.99
LIBRARY	TIME	SUBSCRIPTION	29.95
LIBRARY	ATLANTIC	SUBSCRIPTION	24.95
LIBRARY	GARDEN GATE	SUBSCRIPTION	24.00
LIBRARY	HEALTH	SUBSCRIPTION	20.00
LIBRARY	QUILT	SUBSCRIPTION	19.97
LIBRARY	RANGER RICK	SUBSCRIPTION	19.95
LIBRARY	WILDBIRD	SUBSCRIPTION	29.97
LIBRARY	WOMENINC	SUBSCRIPTION	12.00
	Total for Department 171		5,108.09*
	Total for Fund 03		5,108.09*
	AMERICAN ENGINEERING TESTING		1,165.33
	MCDONALD & SCHRAMMEL	LEGAL FEES	63.00
	Total for Department		1,228.33*
	Total for Fund 09		1,228.33*
	COTTONWOOD CO HWY DE	MAINTENANCE CRACK SEALIN	405.16
	J. H. LARSON	SUPPLIES / MAINTENANCE	886.19
	Total for Department		1,291.35*
AIRPORT	COLE PAPER INC.	SUPPLIES	108.78
	Total for Department 174		108.78*
	Total for Fund 11		1,400.13*
POOL	WASTE MANAGEMENT OF	HAUL GARBAGE	137.77
POOL	DAN'S OFFICE SUPPLY	SUPPLIES	149.62

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
POOL	ELECTRIC FUND	UTILITIES	1,343.51
POOL	HAWKINS, INC	CHEMICALS	542.03
POOL	HY-VEE FOOD STORE	MERCHANDISE	69.50
POOL	SCHWALBACH HARDWARE	MAINTENANCE	154.37
POOL	WATER SPECIALTY OF M	MAINTENANCE	105.98
POOL	AMERICAN RED CROSS	TRAINING	812.50
POOL	I PLAY, INC	SUPPLIES	148.82
POOL	SIGNATURE AQUATICS	RENTAL-CHEM CONTROLLER/W	606.00
	Total for Department 175		4,070.10*
	Total for Fund 12		4,070.10*
AMBULANCE	ARROW MANUFACTURING	SERVICE	45.85
AMBULANCE	BOUND TREE MEDICAL,	EQUIPMENT	19.96
AMBULANCE	COTTONWOOD CO TREASU	DISPATCHING	200.00
AMBULANCE	DAN'S OFFICE SUPPLY	PAPER	108.67
AMBULANCE	ELECTRIC FUND	UTILITIES	23.26
AMBULANCE	HIGLEY FORD SALES	MAINTENANCE	23.17
AMBULANCE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	6.50
AMBULANCE	PRAXAIR DISTRIBUTION	SERVICE	390.22
AMBULANCE	RUNNING'S SUPPLY	MAINTENANCE	6.17
AMBULANCE	WINDOM AREA HOSPITAL	SERVICE	2,015.26
	Total for Department 176		2,839.06*
	Total for Fund 13		2,839.06*
MULTI-PURPOSE BUILDI	CITIZEN PUBLISHING C	ADVERTISING	140.00
MULTI-PURPOSE BUILDI	WASTE MANAGEMENT OF	HAUL GARBAGE	54.23
MULTI-PURPOSE BUILDI	ELECTRIC FUND	UTILITIES	1,572.05
MULTI-PURPOSE BUILDI	FEDER MECHANICAL	MAINTENANCE	729.91
MULTI-PURPOSE BUILDI	KDOM RADIO	ADVERTISING	491.80
MULTI-PURPOSE BUILDI	NAPA AUTO PARTS	MAINTENANCE	108.59
MULTI-PURPOSE BUILDI	RUNNING'S SUPPLY	MAINTENANCE	25.08
MULTI-PURPOSE BUILDI	SCHWALBACH HARDWARE	MAINTENANCE	237.70
MULTI-PURPOSE BUILDI	STONER INDUSTRIAL, I	SERVICE	84.22
	Total for Department 177		3,443.58*
	Total for Fund 14		3,443.58*
LIQUOR	ENVIROMASTER, INC.	SERVICE	39.54
LIQUOR	CITIZEN PUBLISHING C	ADVERTISING	48.00
LIQUOR	CULLIGAN	SERVICE	8.35
LIQUOR	WASTE MANAGEMENT OF	HAUL GARBAGE	50.60
LIQUOR	DAN'S OFFICE SUPPLY	PAPER	108.67
LIQUOR	ELECTRIC FUND	UTILITIES	1,207.44
LIQUOR	BATCHELLER'S EVER-GR	SERVICE	42.75
LIQUOR	GOPHER ALARMS	SERVICE	51.30
LIQUOR	PEPSIAMERICAS	MERCHANDISE	144.80
LIQUOR	S&K LINES	FREIGHT	221.65
	Total for Department 180		1,923.10*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 60			1,923.10*
	HD SUPPLY WATERWORKD	MAINTENANCE	683.34
Total for Department			683.34*
WATER	CALIFORNIA CONTRACTO	SUPPLIES	57.00
WATER	COTTONWOOD CO TREASU	DISPATCHING	100.00
WATER	DAN'S OFFICE SUPPLY	PAPER	150.00
WATER	ELECTRIC FUND	UTILITIES	4,779.37
WATER	HAWKINS, INC	CHEMICALS	6,328.06
WATER	JIFFY-JR. PRODUCTS	SUPPLIES	90.52
WATER	LAMPERTS YARDS, INC.	MAINTENANCE	14.35
WATER	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	6.50
WATER	MN VALLEY TESTING	TESTING	56.25
WATER	NORTHLAND CHEMICAL C	SUPPLIES	50.96
WATER	RUNNING'S SUPPLY	MAINTENANCE	9.01
WATER	SCHWALBACH HARDWARE	MAINTENANCE	32.04
WATER	HD SUPPLY WATERWORKD	MAINTENANCE	94.26
WATER	COUNTRY PRIDE SERVIC	MAINTENANCE	20.00
Total for Department 181			11,788.32*
Total for Fund 61			12,471.66*
	BORDER STATES ELECTR	INVENTORY	4,322.98
	DAKOTA SUPPLY GROUP	MAINTENANCE	5,359.78
	J. H. LARSON	SUPPLIES / MAINTENANCE	585.44
	RESCO	INVENTORY	1,340.21
	WESCO DISTRIBUTION,	MAINTENANCE	1,943.76
Total for Department			13,552.17*
ELECTRIC	BORDER STATES ELECTR	INVENTORY	7.30
ELECTRIC	CITIZEN PUBLISHING C	ADVERTISING	38.80
ELECTRIC	COTTONWOOD CO TREASU	DISPATCHING	187.50
ELECTRIC	WASTE MANAGEMENT OF	HAUL GARBAGE	89.21
ELECTRIC	DAN'S OFFICE SUPPLY	PAPER	175.00
ELECTRIC	DEFRIES COLLISION CE	MAINTENANCE	405.00
ELECTRIC	ELECTRIC FUND	UTILITIES	273.38
ELECTRIC	KDOM RADIO	ADVERTISING	231.00
ELECTRIC	J. H. LARSON	SUPPLIES / MAINTENANCE	5.10
ELECTRIC	MCDONALD & SCHRAMEL	LEGAL FEES	126.00
ELECTRIC	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	6.50
ELECTRIC	MILLERBEND MFG. COMP	MAINTENANCE	324.90
ELECTRIC	NAPA AUTO PARTS	MAINTENANCE	19.75
ELECTRIC	NORTHLAND CHEMICAL C	SUPPLIES	79.08
ELECTRIC	RETROFIT RECYCLING,	RECYCLING	612.07
ELECTRIC	RUNNING'S SUPPLY	MAINTENANCE	235.80
ELECTRIC	SCHWALBACH HARDWARE	MAINTENANCE	9.55
ELECTRIC	STONER INDUSTRIAL, I	SERVICE	68.20
ELECTRIC	WINDOM AREA DEVELOPM	INDUSTRIAL DEVELOPMENT	1,200.00
ELECTRIC	COUNTRY PRIDE SERVIC	MAINTENANCE	307.04

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
		Total for Department 182	4,401.18*
		Total for Fund 62	17,953.35*
SEWER	CALIFORNIA CONTRACTO	SUPPLIES	57.00
SEWER	CITIZEN PUBLISHING C	ADVERTISING	112.50
SEWER	COTTONWOOD CO TREASU	DISPATCHING	100.00
SEWER	WASTE MANAGEMENT OF	HAUL GARBAGE	89.51
SEWER	DAN'S OFFICE SUPPLY	PAPER	150.00
SEWER	DAN'S OFFICE SUPPLY	SUPPLIES	128.22
SEWER	ELECTRIC FUND	UTILITIES	13,410.75
SEWER	HAWKINS, INC	CHEMICALS	1,343.44
SEWER	JIFFY-JR. PRODUCTS	SUPPLIES	90.52
SEWER	MCDONALD & SCHRAMEL	LEGAL FEES	84.00
SEWER	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	6.50
SEWER	MN VALLEY TESTING	TESTING	2,778.00
SEWER	NORTHLAND CHEMICAL C	SUPPLIES	50.96
SEWER	RUNNING'S SUPPLY	MAINTENANCE	51.59
SEWER	SANFORD HEALTH	TESTING	34.18
		Total for Department 183	18,487.17*
		Total for Fund 63	18,487.17*
ARENA	AMERIPRIDE LINEN CO	SERVICE	48.97
ARENA	COTTONWOOD-SLAYTON V	VETERNINARY SERVICE	230.00
ARENA	DAN'S OFFICE SUPPLY	PAPER	175.00
ARENA	DAN'S OFFICE SUPPLY	SUPPLIES	149.61
ARENA	ELECTRIC FUND	UTILITIES	1,872.20
ARENA	GDF ENTERPRISES, INC	MAINTENANCE	56.27
ARENA	GCC ALLIANCE CONCRET	MAINTENANCE	105.27
ARENA	KDOM RADIO	ADVERTISING	70.00
ARENA	LUCAN COMMUNITY TV I	MAINTENANCE	143.33
ARENA	RUNNING'S SUPPLY	MAINTENANCE	13.88
ARENA	SCHWALBACH HARDWARE	MAINTENANCE	121.04
ARENA	STONER INDUSTRIAL, I	SERVICE	9.55
ARENA	COUNTRY PRIDE SERVIC	MAINTENANCE	251.69
ARENA	CARQUEST AUTO PARTS	MAINTENANCE	38.77
ARENA	WINDOM PAINTING	MAINTENANCE	231.43
		Total for Department 184	3,517.01*
		Total for Fund 64	3,517.01*
ECONOMIC DEVELOPMENT	AARON BACKMAN	EXPENSE	9.14
ECONOMIC DEVELOPMENT	CITIZEN PUBLISHING C	ADVERTISING	203.60
ECONOMIC DEVELOPMENT	DAN'S OFFICE SUPPLY	SUPPLIES	40.06
ECONOMIC DEVELOPMENT	EHLERS & ASSOC., INC	PREPARE TIF	1,900.00
ECONOMIC DEVELOPMENT	ELECTRIC FUND	UTILITIES	131.70
ECONOMIC DEVELOPMENT	MCDONALD & SCHRAMEL	LEGAL FEES	245.50
		Total for Department 187	2,530.00*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 67			2,530.00*
RIVERBLUFF ESTATES	MILLER SELLNER EQUIP	MAINTENANCE	4.57
RIVERBLUFF ESTATES	NAPA AUTO PARTS	MAINTENANCE	4.14
Total for Department 166			8.71*
Total for Fund 68			8.71*
TELECOMMUNICATIONS	WASTE MANAGEMENT OF	HAUL GARBAGE	77.81
TELECOMMUNICATIONS	DAN'S OFFICE SUPPLY	PAPER	225.00
TELECOMMUNICATIONS	ELECTRIC FUND	UTILITIES	1,656.41
TELECOMMUNICATIONS	FOX SPORTS	SUBSCRIBER	184.44
TELECOMMUNICATIONS	KDOM RADIO	ADVERTISING	540.00
TELECOMMUNICATIONS	MCDONALD & SCHRAMEL	LEGAL FEES	504.00
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	MAINTENANCE	148.93
TELECOMMUNICATIONS	NEW STAR SALES & SER	COPIER MAINTENANCE	35.00
TELECOMMUNICATIONS	RUNNING'S SUPPLY	MAINTENANCE	14.06
TELECOMMUNICATIONS	SCHWALBACH HARDWARE	MAINTENANCE	178.91
TELECOMMUNICATIONS	SOUTHWEST/WEST CENTR	SERVICE	833.33
TELECOMMUNICATIONS	STONER INDUSTRIAL, I	SERVICE	38.26
TELECOMMUNICATIONS	U-REKA BROADBAND VEN	SERVICE	750.00
TELECOMMUNICATIONS	WINDOM QUICK PRINT	CONNECTION	1,957.20
TELECOMMUNICATIONS	WOODSTOCK TELEPHONE	SERVICE	186.67
TELECOMMUNICATIONS	CHRIS ZIMMERMAN	MOWING	47.50
TELECOMMUNICATIONS	YELLOW BOOK WEST	SERVICE	33.00
TELECOMMUNICATIONS	DIGITAL WAREHOUSE	MAINTENANCE	380.99
Total for Department 199			7,791.51*
Total for Fund 69			7,791.51*
LAW ENFORCMENT LABOR UNION DUES			252.00
LOCAL UNION #949 UNION DUES			1,504.68
Total for Department			1,756.68*
Total for Fund 70			1,756.68*
Grand Total			108,835.13*

hibition show  
Rock County  
s Association  
) p.m.; and the  
: 6:30 p.m.

stock Auction  
; 4-H pet show  
I horse games

building is open from 4 p.m.  
to 9 p.m. Thursday through  
Saturday; the floral hall  
opens at 10 a.m. daily; and  
Mad Jax Inc. is on the Mid-  
way from 6 p.m. to midnight  
Thursday, and from 1 p.m. to  
midnight Friday and Satur-  
day.

# Twelve Minnesota agencies get stimulus cash for 53 cops

## Administrator asked to meet with commissioners

face-to-face with the county  
commissioners ... we're  
somewhat held hostage.”

In other business, the  
council Tuesday:

- Voted to make a \$1,500 contribution to the Worthington Area Chamber of Commerce for the King Turkey Day festival. The money will be used to advertise the city's assets.
- Named Ron Wood as the official city delegate to the Cuero, Texas, Turkeyfest.
- Continued discussions on the need for federal immigration reform.

asked City  
Craig Clark  
the county  
to deter-  
minal members

get to a point  
1 move for-  
an Ron Wood  
until we sit

MINNEAPOLIS (AP) — Tuesday's announcement of more than \$1.1 billion in federal stimulus dollars was great news for a few police departments in Minnesota — but not nearly all those who had applied for a slice of the cash.

St. Paul and Minneapolis were the biggest beneficiaries, getting \$9.3 million to hire 41 officers between them. Twelve other departments get enough to pay for a single officer each.

The \$11.58 million in grants will fund the officers' salaries for three years. Each police department will then have to pay the officers for a fourth year.

Meanwhile, applications from 185 other police agencies in the state were denied.

The grants are part of the COPS — Community Oriented Policing Services — Hiring Recovery Program, which was included in the \$787 billion stimulus bill. Towns that applied were judged on their

finances, reported crimes and level of community policing. Each town was assigned a score on a 100-point scale, and grants were paid from the top of the list on down until funds ran out.

The Obama administration accepted about one of every seven requests for aid nationwide.

The other recipient agencies in Minnesota were: Olivia, Brooklyn Center, Park Rapids, Big Lake, Waite Park, Columbia Heights, Pike Bay, Mahnommen County, Isanti, the Leech Lake Tribal Council, the Upper Sioux Indian Community and the Red Lake Band of Chippewa Indians.

For the 14 Minnesota agencies that did receive money, Tuesday was a day to celebrate.

In Isanti, a town of 2,300 that's one hour north of Minneapolis, a \$220,000 grant means the city will keep its full complement of seven officers. One of those, Chief

Ron Sager said, had been stressed out because he expected to be laid off.

Police in St. Paul got \$6.1 million to pay for 28 new hires, but the department will still be 14 officers short, said police spokesman Sgt. Paul Schnell. Minneapolis got money for 13 officers.

A worsening economy and deep cuts to state aid — cities can expect to lose \$192 million this year and next — will make it tough for some cities to avoid slashing public safety budgets.

“At some level, the cuts are so deep that you really have no choice but to consider reductions,” said Gary Carlson, intergovernmental relations director for the League of Minnesota Cities.

St. Cloud, which had requested nine officers, came up empty. Assistant Chief Richard Wilson said he was disappointed, adding that the department was holding open five positions due to a hiring freeze.

## Two dead in crash

NCE (AP) — Suburban were dead at the scene. McCoy said a second child in the SUV — a girl — was airlifted to North Memorial Medical Center in Robbinsdale and later died.

Names of the victims have not been released yet.

McCoy said the eastbound SUV crossed the center line on County Road 6 and crashed into the dump truck.

The driver of the dump truck and his passenger were not hurt.

What's new at [www.digitale.com](http://www.digitale.com)

CLASSIFIEDS!

FRANCE  
% OFF!!

REASURES

PHONE 547-376-5800

**WORTRINGTON MOVIE GUIDE**

This schedule is valid thru Thursday 1/30/09  
We are open daily for afternoon matinees!

Disney's **G-Force** (PG)  
1:30, 3:25, 5:20, 7:15, 9:10

**Orphan** (PG-13)  
1:00, 3:00, 5:00, 7:00, 9:00

**Harry Potter and the Half Blood Prince** (PG-13)  
1:30, 4:30, 7:30

**Ice Age: Dawn of the Dinosaurs** (PG)  
1:00, 3:00, 5:00, 7:00, 9:00

**The Proposal** (PG-13)  
1:30, 4:00, 7:10, 9:25

**Cinema 5**  
772-1469

**UNICEL**

**Unicel lets you stay connected for less!**

Unicel participates in the Lifeline/Link-Up Telecommunications Assistance program, offering discounted wireless service plans to qualified low-income individuals.

**\$14.99**  
monthly access  
**Unlimited Calling in the Unicel network\***

\*Requires Textular Fixed Wireless Unit. New 12-month service agreement required. Other restrictions apply.

**50% OFF**  
activation fee

**\$8.25**  
monthly credit

**You may be eligible if you're enrolled in:**

- Food Stamps
- Low Income Home Energy Assistance Programs (LIHEAP)
- Medicaid / Medical Assistance
- Federal Public Housing Assistance (Section 8)
- Supplemental Security Income (SSI)
- National School Lunch Program's free lunch program
- Minnesota Family Investment Program (MFIP)
- Total Income is at or below 135% of the Federally Recognized Poverty Guidelines

**Individuals who live on a federally recognized reservation may qualify for additional tribal Lifeline benefits if they receive assistance from one of the following programs:**

- Bureau of Indian Affairs General Assistance
- Tribally Administered Temporary Assistance for Needy Families
- Head Start Program (income eligible)
- Tribal National School Free Lunch Program

**Toll Blocking:** Available free of charge. Toll blocking restricts the ability to make a long distance and roaming phone call. Unicel will not collect a service deposit if eligible consumers elect toll blocking.

Visit your local Unicel retail store for more information.

**SHOP IN-STORE, ONLINE AT UNICEL.COM OR CALL 1-800-80-CELLULAR (462-3556)**

All UNICEL plans include the following services or functionalities: voice grade access to the PSTN, local usage, dual tone multi-frequency signaling or its functional equivalent, single-party service, and access to emergency services, operator services, interexchange service and directory assistance.

Offer is subject to terms of wireless service agreement. Data Services Terms and Conditions and billing plan details, \$30 activation fee and \$200 early termination fee apply to each line. Credit checks and security deposits/first month's advance payment may be required if customer elects toll capability or optional features with service. Federal, state and local taxes and surcharges apply. Digital features and service are not available in all areas and may vary due to atmospheric, topographical and other conditions. Requires use of approved wireless handset. Must meet applicable legal age requirements. Present valid ID and have user address within Unicel's Minnesota home coverage area. Other restrictions apply. See store for details.



# CITIES BULLETIN

ONLINE EDITION

## Focus on New Laws: DOR provides new interpretation for 2009 truth-in-taxation process

Issue 26

Published: August 12, 2009

By Jeanette Behr

The Minnesota Department of Revenue (DOR) recently provided a written change in interpretation of the revised truth-in-taxation (TNT) laws. The new interpretation states that cities only need to announce and schedule one regular meeting at which the council discusses the budget and levy and takes comments from the public.

This information changes what was published in the article, "Cities over 500 in population affected by 2009 changes to truth-in-taxation law," published in the July 15 issue of *Cities Bulletin*.

So this year, when the council of a city with a population over 500 meets and adopts a proposed levy, the council must also announce one public comment meeting. This subsequent meeting must occur at or after 6 p.m. between Nov. 25 and Dec. 26. City councils must not adopt a final budget and levy before this meeting allowing public participation.

The revised TNT law repeatedly refers to this meeting as a "regularly scheduled meeting," but does not define that term. DOR informally interprets it as either a regular meeting or a special meeting with proper public notification according to the Open Meeting Law. Cities must provide the following information about this meeting to the county auditor on or before Sept. 15:

- The time and place of one regularly scheduled council meeting at which the budget and levy will be discussed and at which a final budget and levy will be determined.
- A phone number that city taxpayers may call if they have questions related to the auditor's property tax notice.
- An address where comments will be received by mail.

Cities with a population of 500 or less still need to certify a proposed property tax levy to the county auditor on or before Sept. 15. In addition, small cities must still certify a final levy to the county auditor on or before five working days from Dec. 20. (Using a conservative approach, certify final levies by Dec. 24.) If this deadline is missed, the county auditor must use the previous year's tax levy. However, if a city determines that the proposed tax levy is also the final tax levy, then the city may simply notify the county auditor of this determination and need not do another certification of a final levy.

To learn more about the new TNT process requirements, see the online version of the League's *Budget Guide for Cities*. Paper copies of the *Budget Guide* have been mailed to each member city with this corrected TNT information.

For more information, contact **Jeanette Behr**, LMC, at [jbehr@lmc.org](mailto:jbehr@lmc.org) or (651) 281-1228; or **Shawn Wink**, DOR, at [shawn.wink@state.mn.us](mailto:shawn.wink@state.mn.us) or (651) 556-6095.

# Windom & Mountain Lake

## JOINT PUBLIC MEETING

SMALL CITIES DEVELOPMENT PROGRAM

## PROJECT SIGN-UP

The Cities of Windom and Mountain Lake have received an SCDP Grant for the rehabilitation of owner-occupied single-family homes.

Application forms and supporting information are available for distribution to property owners in the target area.

0% Deferred Loans for Single Family Home Rehab – NO monthly payments for ten years if the property doesn't change ownership.

- Eligible repairs include roofing, siding, foundations, windows, doors, heating, electrical & plumbing.
- Property owners' share of project is 40%.  
(Financial assistance available towards owners' match.)

Plan to attend the Joint Public Meeting to learn program details & pick up forms:

**TUESDAY, AUGUST 18, 2009  
6:30 P.M.**

**WINDOM COMMUNITY CENTER  
(1750 Cottonwood Lake Drive)**

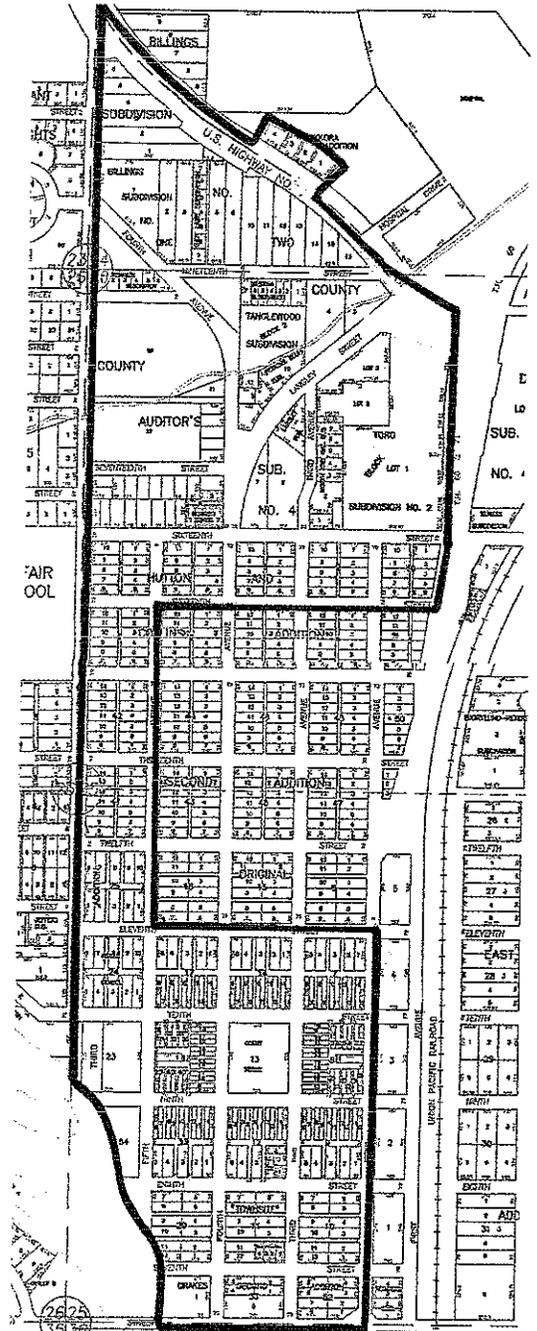
(If you are unable to attend this meeting, application packets may be picked up starting August 19th at the EDA Office in your city:

**Windom – 444 9<sup>th</sup> Street (507-831-6125)**

**Mountain Lake – 930 Third Avenue  
(507-427-2999, Ext. 4)**

**CITY OF MOUNTAIN LAKE:  
Target Area – Entire City**

**City of Windom  
TARGET AREA**



Para la traducción al Español, por favor visite La Oficina de EDA en el City Hall ubicado en 444 9<sup>th</sup> Street, Windom, Minnesota, o 930 Third Avenue, Mountain Lake, Minnesota.



## Flaherty & Hood, P.A. guides CGMC through challenging legislative session

Firm's lobbying, media efforts save millions for LGA

Prior to the 2009 legislative session, the Coalition of Greater Minnesota Cities (CGMC) knew it would be facing an uphill battle to protect local government aid (LGA) from deep cuts. The November budget forecast predicted a gloomy \$4.8 billion deficit for the 2010-2011 biennium, which later grew to \$6.4 billion in February. Federal stimulus funding closed this gap to \$4.6 billion. In light of the state's economic situation, CGMC communicated that it understood LGA would have to play a part in the budget balancing solution, but that any cuts should be fair and equitable compared to other state program reductions.

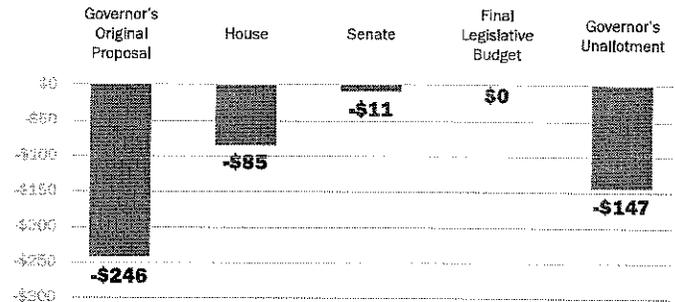
In January, Governor Pawlenty offered the first proposal to bring the state's budget deficit in line. Under the governor's original plan, LGA would have taken a \$246 million cut, which amounted to 9.8% of the governor's total cuts even though the program only accounted for 2.8% of the state's general fund expenditures. CGMC strongly criticized the inequity of the governor's plan and met with nearly every legislator to explain the importance of LGA. The legislature clearly heard CGMC's message, as the House proposed an \$85 million cut to LGA over the biennium, while the Senate proposed no cuts to LGA in 2009 and an \$11 million cut in 2010.

In May, a special session seemed imminent as the legislative leaders and the governor made little progress toward resolving the legislature's plan to raise \$1 billion in new ongoing revenues with the governor's preference to bond for this same amount of funding. Breaking the impasse, the governor announced he would avoid declaring a special session by vetoing any tax bill that contained tax increases, signing all of the legislature's spending bills (after several line-item vetoes), and invoking his unallotment authority to bring the state's books into balance.

Passed during the last few minutes of the session, the legislature's final tax bill contained no cuts to LGA, but was ultimately vetoed by the governor due to its tax increases. Later in June, the governor announced his unallotment plan, which reduced LGA by \$147 million over the next biennium. Although this reduction still disproportionately cuts LGA compared to other state programs, CGMC is confident that its lobbying and media efforts went a long way in saving the program nearly \$100 million compared to the governor's original proposed cut. CGMC looks forward to what will likely be pivotal sessions in 2010 and 2011 for the LGA program.

*For more information about LGA, property tax relief programs, or the state budget deficit, contact Steve Peterson at 651-225-8840 or [smpeterson@flaherty-hood.com](mailto:smpeterson@flaherty-hood.com).*

### CGMC efforts improve LGA proposals, unallotment



### Stage set for land use and annexation reform

CGMC's land use and annexation program seeks to improve the state's land use practices and annexation laws in ways that will promote better land use planning, stronger energy conservation and environmental protection, fairer tax bases, and fewer conflicts between townships and cities. To achieve these ends, CGMC crafted a land use reform bill and an annexation bill this session, both of which await further action next session.

The land use bill (S.F. 913/Bakk, H.F. 1035/Hosch) aims to regulate development immediately outside of a city's limits in order to control and reduce urban sprawl. Reducing sprawl would help the state protect its water quality, preserve agricultural land and open space, and help achieve a 13% reduction of its transportation-related CO<sub>2</sub> emissions, according to a unanimous finding from the Minnesota Climate Change Advisory Group (MCCAG). CGMC coordinated a land use conference early in January with other organizations to further elaborate on MCCAG's findings related to land use reform.

Major components of the annexation bill (S.F. 1163/Dille, H.F. 1297/Winkler) include a definition of "urban or suburban in character," an enhanced annexation by ordinance process, and a rule that prohibits excessive payments to townships which are unrelated to lost tax base. All of these features are geared toward saving both cities and townships the significant expenses related to the annexation process.

Both CGMC bills were heard and passed out of various committees this session. With most of the legislature's attention consumed by the state's budget deficit, action on either bill will require further consideration in the 2010 session.

*For more information about annexation and land use policy, contact Bradley Peterson at 651-225-8840 or [bmpeterson@flaherty-hood.com](mailto:bmpeterson@flaherty-hood.com).*

## LEGISLATIVE NEWS

Flaherty & Hood, P.A. helps secure \$2.758 million in federal stimulus funding for Waite Park

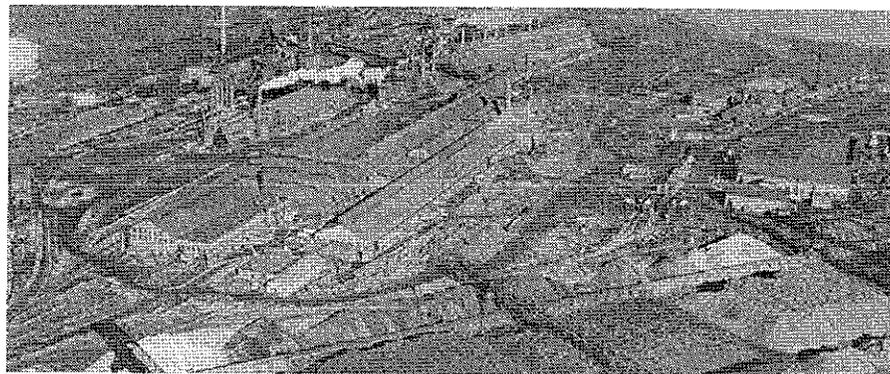


The City of Waite Park has secured an agreement with the Federal Highway Administration (FHWA) to allow the release of nearly \$3 million in federal stimulus funding for the city's 28<sup>th</sup> Avenue South/CSAH 137 project. Flaherty & Hood, P.A. attorney/lobbyist **J.D. Burton** represented the city in this matter, utilizing his Congressional experience and network to help guide the city to a resolution.

The city began work on the 28<sup>th</sup> Avenue/CSAH 137 project in 2001. After extensive planning and preparation, the city was awarded \$2.758 million in federal money by MnDOT courtesy of the American Recovery and Reinvestment Act (H.R. 1; P.L. 111-5). FHWA, however, sought to deny the delivery of this money due to environmental and procedural concerns with the project, and refused to grant a categorical exclusion. A categorical exclusion means "a category of actions which do not individually or cumulatively have a significant effect on the human environment...and...for which, therefore, neither an environmental assessment nor an environmental impact statement is required." *FHWA NEPA Documentation*, 40 CFR 1508.4.

Based on FHWA's decision to deny the funding, MnDOT prepared to reallocate the money to another project. In response, Flaherty & Hood, P.A. helped secure a direct call from U.S. Rep. Michelle Bachmann to U.S. DOT Secretary Ray LaHood to discuss the issue. This action spurred contact from the Secretary to MnDOT requesting a delay in any reallocation of the funding until FHWA could further review the city's efforts. Additionally, Flaherty & Hood, P.A. helped organize calls from Assistant Majority Leader Sen. Tarryl Clark, State Rep. Steve Gottwalt, and State Rep. Larry Hosch to the offices of Governor Tim Pawlenty and MnDOT Commissioner Tom Sorel, requesting a delay on any decisions by the Department. MnDOT subsequently delayed any decisions by one month to allow resolution of the matter.

Flaherty & Hood, P.A. then arranged a high-level meeting between the city, FHWA State Division Chief Derrell Turner, State Sen. Tarryl Clark, and representatives from the offices of



The former U.S. Steel site, which the Duluth Seaway Port Authority hopes to redevelop.

Sen. Amy Klobuchar and Rep. Michelle Bachmann to further discuss the city's position. Immediately following the meeting, FHWA reversed their decision and agreed to grant the city a categorical exclusion, thereby allowing release of the \$2.875 million to the city. The city plans to move forward with construction of the project this summer.

*For more information about this issue or if you have questions about obtaining federal funding for a project, please contact J.D. Burton at 651-225-8840 or [jdburton@flaherty-hood.com](mailto:jdburton@flaherty-hood.com).*

Highway 14 Partnership secures MnDOT commitment and steers clear of governor's veto

In the waning days of the legislative session, the U.S. Highway 14 Partnership secured a provision in the omnibus transportation and transit policy bill (H.F. 928, Ch. 151), requiring the completion of two unfinished environmental impact statements along Highway 14 by the end of May, 2010. Additionally, the provisions required extensive public reporting on the issue by MnDOT. This success came about despite the legislature's historical reluctance in directing MnDOT actions on specific segments of Minnesota's road and highways. **J.D. Burton**, an attorney/lobbyist with Flaherty & Hood, P.A., represented the U.S. Highway 14 Partnership on this matter, as well as at the federal level.

The governor ultimately vetoed the omnibus bill with the Highway 14 language, citing concerns with unrelated provisions in the bill. As a result of the veto, Flaherty & Hood, P.A. waged a media campaign to encourage the administration to declare their support for the Highway 14 provisions, despite the governor's veto. In response to Flaherty & Hood, P.A.'s efforts, the governor's office publicly pledged its support for the Highway

14 language and directed MnDOT to follow the vetoed provisions. The Highway 14 Partnership subsequently received a confirmatory letter on the matter from MnDOT Commissioner Tom Sorel on July 1.

*For more information about this issue or if you have questions about transportation legislation, please contact J.D. Burton at 651-225-8840 or [jdburton@flaherty-hood.com](mailto:jdburton@flaherty-hood.com).*

Legislation enables more flexible use of Tax Increment Financing



During the 2009 legislative session, Flaherty & Hood, P.A. attorney/lobbyist **Bradley Peterson** helped the Duluth Seaway Port Authority secure

legislation that would make using Tax Increment Financing (TIF) more flexible for a large redevelopment project that the Seaway Port is working on. The 540 acre property is a former U.S. Steel plant that operated from the early 1900s through the 1970s. The site has been entirely vacant since the mid-1980s and is the largest Superfund site in the state of Minnesota.

Being near the harbor and with access to rail and highway transportation, the Seaway Port believes this is an ideal property to develop for commercial, warehousing, and light industrial uses. Existing TIF law, however, would have made redevelopment difficult to do within the existing statutory parameters for initiating development and spending funds generated through TIF. The legislation on behalf of the Seaway Port will give them more time to develop this complicated piece of property.

*For more information about this issue or if you have questions about Tax Increment Financing, please contact Bradley Peterson at 651-225-8840 or [bmpeterson@flaherty-hood.com](mailto:bmpeterson@flaherty-hood.com).*

## LEGAL NEWS

Minnesota Court of Appeals issues decision in CGMC phosphorus rule lawsuit



In an opinion released on May 12, 2009, the Minnesota Court of Appeals upheld the Minnesota Pollution Control Agency's (MPCA) recently-adopted phosphorus effluent rule, Minn. R. 7053.0255, against the legal challenge brought by Flaherty & Hood, P.A. on behalf of the Coalition of Greater Minnesota Cities (CGMC). The opinion may be viewed on the Minnesota Courts website at <http://www.lawlibrary.state.mn.us/archive/ctap-pub/0905/opa081198-0512.pdf>.

Flaherty & Hood senior attorney **Robert Scott** argued for the CGMC that the new rule must be declared invalid because it granted unbridled discretion to the MPCA to interpret the three exemptions in the rule to its 1 mg/L phosphorus effluent limit on all new or expanding wastewater treatment facilities, which rendered the rule unconstitutional and in violation of the Agency's statutory and rulemaking authority. CGMC argued that as drafted, the new rule provided insufficient protection to member cities who would be burdened with significant capital and operational expenditures to comply with it in situations where even the MPCA acknowledged little or no environmental benefit would be realized from such compliance. The Court of Appeals sided with CGMC and against the MPCA on the issue of whether CGMC had standing to bring its legal challenge, but rejected CGMC's constitutional and related arguments in holding that the rule is valid.

The CGMC filed a petition for review of the Court of Appeals' decision with the Minnesota Supreme Court on June 11, 2009. The Supreme Court is expected to decide whether it will accept review of the Court of Appeals' decision soon.

*For more information about this case or if you have questions about the phosphorus effluent rule, please contact Robert Scott at 651-225-8840 or [rtscott@flaherty-hood.com](mailto:rtscott@flaherty-hood.com).*

Flaherty & Hood nets successful outcome for city in grievance arbitration

Flaherty & Hood senior attorney **Robert Scott** successfully represented the City of Cloquet in an arbitration administered by Minnesota's Bureau of Mediation Services on May 12. The arbitration involved a grievance filed by Teamsters Local Union No.

346—the union for non-supervisory members of the city's police department—on behalf of an individual police officer whom the city suspended without pay for two days as a result of the officer's unsatisfactory performance and insubordination.

The union's grievance claimed that the city lacked just cause to discipline the grievant. At arbitration, the city presented evidence to support its disciplinary decision and its own finding that the officer was insubordinate and violated various departmental policies when he initially refused to preliminarily investigate a report of a serious crime. The union argued that the officer's suspension should be overturned because the city failed to prove that the officer committed misconduct and did not provide due process to the officer in its investigation of the incident. Following the submission of post-hearing briefs from the city and the union, Arbitrator Christine Ver Ploeg issued an award denying the union's grievance in its entirety and upholding the suspension, finding that the city satisfied its burden to establish that it had just cause to suspend the officer.

*For more information about this case or if you have questions about grievance arbitration, please contact Robert Scott at 651-225-8840 or [rtscott@flaherty-hood.com](mailto:rtscott@flaherty-hood.com).*

Annual CGMC Labor & Employee Relations Seminars discuss cost-saving measures for cities

Nearly 85 CGMC members plus representatives of other greater Minnesota cities and counties attended the 2009 CGMC Labor & Employee Relations Spring Seminars in Brainerd and Mankato on May 21 and June 4, respectively. With state aid programs such as LGA and the Market Value Homestead Credit (MVHC) taking large hits this session through unallotment, cities will be forced to look for cost savings in all sectors, including costs associated with city personnel. To address these issues, Flaherty & Hood, P.A. attorneys **Tim Flaherty, Chris Hood, Brandon Fitzsimmons**, and **Robert Scott** presented on ways cities can modify their current workplace policies and staff organization. Insurance consultants were also on hand to discuss savings in group benefits plans, and city officials from across the state led panel discussions on how their cities are coping with the economic downturn.

*If you have any questions on any labor and employment matters impacting your city, please*

*contact Brandon Fitzsimmons at 651-225-8840 or [brmfitzsimmons@flaherty-hood.com](mailto:brmfitzsimmons@flaherty-hood.com).*

Customizable labor and employee relations workshops to be offered

With budgets tightening across the state, local government staff and officials are increasingly under pressure to adequately understand and appropriately handle personnel and labor relations issues. The ever-evolving and complex system of laws, rules, and other legal standards requires the continuing education and professional development of management to address employment-related problems before they escalate and result in legal challenges.

To help guide cities through these challenges, the attorneys at Flaherty & Hood, P.A. have developed labor and employee relations workshops. Through a half-day workshop led by our attorneys, local government staff and officials can receive timely information and advice on labor and employee relations issues and ask questions on topics tailored to meet your current personnel and labor relations needs.

*To schedule your workshop or to learn more about how a workshop can benefit your local government, contact Brandon Fitzsimmons at 651-225-8840 or [brmfitzsimmons@flaherty-hood.com](mailto:brmfitzsimmons@flaherty-hood.com).*

Wastewater treatment joint powers board lays out plan for 2009 fiscal year

The Minnesota Environmental Science and Economic Review Board (MESERB), a joint powers board dedicated to ensuring wastewater treatment regulations are reasonable and based on sound science, held its 2009 annual meeting in Little Falls on June 25. Flaherty & Hood, P.A. serves as general counsel for MESERB, with technical consulting assistance from Hall & Associates. Since 1996, MESERB has worked on wastewater regulatory and legal issues on behalf of local governments. MESERB has 39 local government unit members and five non-voting associates.

The 2009-2010 work plan approved by MESERB includes the following issues:

- Proposed numeric nutrient standards for rivers and streams
- Proposed changes to environmental laboratory regulations
- Monitoring the progress of the phosphorus/turbidity TMDL for Lake Pepin
- Proposed changes to Minnesota's

water quality anti-degradation rules

- Proposed rules to regulate pollutant trading

For more information about MESERB or if you have questions about wastewater treatment regulations, please contact Steve Nyhus at 651-225-8840 or [swnyhus@flaherty-hood.com](mailto:swnyhus@flaherty-hood.com).

### Economic development authority's condemnation powers limited by city

The Minnesota Court of Appeals held that an economic development authority's (EDA's) powers to condemn property are limited by the powers granted to it by the city. *Eagan Economic Development Authority v. U-Haul Company of Minnesota et al.*, No. A08-0767 (Minn. Ct. App. May 19, 2009). To redevelop its Cedar Grove neighborhood, the City of Eagan granted certain powers to its EDA by resolution, including full incorporation of the city's redevelopment plan. The plan provided that "prior to formal consideration of the acquisition of any property, the City will require the execution of a binding development agreement with respect thereto..." Despite lacking such an agreement, the EDA condemned three properties whose owners held out in negotiations. The Court of Appeals disagreed and reversed the condemnation, holding that the EDA had overstepped the condemnation authority granted to it by the city.

For more information about this case or if you have questions about eminent domain issues, please contact Steve Nyhus at 651-225-8840 or [swnyhus@flaherty-hood.com](mailto:swnyhus@flaherty-hood.com).

### City may acquire fee-simple title to property for sewer purposes

The Minnesota Court of Appeals upheld a city's authority to acquire a fee-simple interest in a property, rather than an easement, to allow for the construction and maintenance of sewer lines connecting to a new wastewater treatment plant. *City of Willmar v. Kvam*, No. A08-1405 (Minn. Ct. App. July 21, 2009). The landowners claimed that Minn. Stat. § 412.211 allows a city to acquire only an easement where sewerage is concerned. They also argued that the acquisition was unnecessary, and was arbitrary and capricious. The Court of Appeals disagreed and held that the statute allows a city to acquire a property outright. The Court also found no clear error in the district court's findings that the acquisition was necessary, and that the city had adequately demonstrated that a fee simple interest was preferable to an ease-

ment; therefore, the acquisition was not arbitrary or capricious.

For more information about this case or if you have questions about wastewater or property acquisition issues, please contact Steve Nyhus at 651-225-8840 or [swnyhus@flaherty-hood.com](mailto:swnyhus@flaherty-hood.com).

### St. Paul prohibition on billboard extensions struck down

The U.S. District Court for the District of Minnesota struck down an ordinance adopted by the City of St. Paul, prohibiting all extensions beyond the edges of billboards. *Clear Channel Outdoor, Inc. v. City of St. Paul*, Civ. No. 06-3304 (D. Minn. June 15, 2009). Previous to adoption of the new ordinance, billboard extensions were allowed as legal nonconforming uses subject to certain restrictions. After providing a detailed history of how the ordinance came to adoption, the U.S. District Court agreed with the plaintiff that the ordinance was arbitrary and capricious. In short, the city took no testimony in support of the prohibition, provided no studies or other documentary evidence, and held that "the record is void of any articulated reasons by the City for its enactment of the ordinance."

For more information about this case or if you have questions about sign ordinance issues, please contact Steve Nyhus at 651-225-8840 or [swnyhus@flaherty-hood.com](mailto:swnyhus@flaherty-hood.com).

## STATE NEWS

### Appointments, Awards, & Accolades



Senior policy analyst **Steve Peterson** was appointed by Senate Tax Committee Chair Tom Bakk (DFL-Cook) to represent the Coalition of Greater

Minnesota Cities (CGMC) on a legislative study group that will examine the state's current system of aids to local governments. The group will meet this fall and is mandated to present its findings by December 2010.

Contact Steve Peterson at 651-225-8840 or [stmpeterson@flaherty-hood.com](mailto:stmpeterson@flaherty-hood.com).



**Elizabeth Wefel**, an attorney/lobbyist with Flaherty & Hood, P.A., was recently appointed to serve on the Ramsey County Bar Association's Board of Directors.

She recently completed a two-year term on the Minnesota Women Lawyers Board of Directors.

Contact Elizabeth Wefel at 651-225-8840 or [eawefel@flaherty-hood.com](mailto:eawefel@flaherty-hood.com).

## ATTORNEYS AND STAFF

Timothy P. Flaherty.....	Shareholder
Christopher M. Hood.....	Shareholder
Steven W. Nyhus.....	Sr. Attorney
Brandon M. Fitzsimmons.....	Sr. Attorney
Robert T. Scott.....	Sr. Attorney
Joseph K. Sullivan.....	Sr. Attorney
Bradley M. Peterson.....	Sr. Attorney
Elizabeth A. Wefel.....	Sr. Attorney
J.D. Burton.....	Assoc. Attorney
Steve M. Peterson.....	Sr. Policy Analyst
Nancy A. Larson.....	Sr. Legislative Associate
Glen Fladeboe.....	Sr. Media Advisor
Erin N. Flaherty.....	Communications Specialist
Colleen F. Millard.....	Office Administrator
Bonnie M. Oaks.....	Legal Secretary
Lauren L. Anderson.....	Legislative Assistant

## Contact Us

The Flaherty & Hood offices are located one block north and one block west of the State Capitol.

Flaherty & Hood, P.A.  
525 Park Street, Suite 470  
St. Paul, MN 55103

Phone 651-225-8840  
Fax 651-225-9088

Email [info@flaherty-hood.com](mailto:info@flaherty-hood.com)  
Web [www.flaherty-hood.com](http://www.flaherty-hood.com)

*This newsletter is provided for general informational purposes only and should not be construed as legal advice or legal opinion on any specific facts or circumstances. You are urged to consult a lawyer concerning any specific legal questions you may have.*