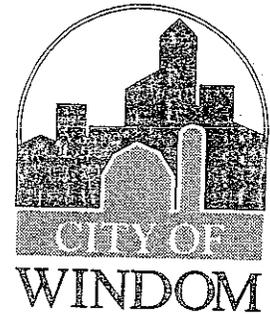


City Council Meeting
Tuesday, December 18, 2007
Windom Community Center
7:30 p.m.
AGENDA



Call to Order
Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes -- December 4, 2007
2. Consent Agenda
 - Receipt of Board & Commission Minutes
 - EDA Board – December 10, 2007
 - Library Board – December 11, 2007
 - Planning and Zoning Commission – December 11, 2007
 - Street Committee – December 13, 2007
3. License Application
 - Liquor License Renewal
 - Eagles Club
 - Phat Pheasant
 - Windom County Club
 - Sun Bowl
 - China Restaurant
 - Community Center - Beer License
 - Cigarette License Approval
 - Game of Skill License Approval
 - Theatre License Approval
4. Planning Commission Variance Recommendations
 - 2350 18th Avenue – Garage addition
 - 590 410th Street - Sign
5. 2008 City of Windom Levy
6. 2008 City of Windom Budget
7. Designation of General Fund Balance
8. Arena-Rate Adjustments
9. Authorization for Disposition of UHF Tower
 - Severance Agreement
 - Bill of Sale
 - Lease Agreement

Page 1



10. Windom Community Center – Meal Site Lease Agreement
 11. Regular Bills
 12. Unfinished Business
 13. New Business
 14. Council Concerns
 15. Adjourn
- 8:00 p.m. Mayor's Medal of Honor
(Or immediately following the City Council Meeting)

Council Meeting
Windom City Hall, Council Chambers
December 4, 2007
7:00 p.m.

1. Call to Order: The meeting was called to order by Mayor Riordan at 7:00 p.m.

2. Roll Call: Mayor: Tom Riordan

Council Members: Jean Fast, Kirby Kruse, Bob Messer and
Bradley Powers and JoAnn Ray

Council Members Absent: None

City Staff Present: Steve Nasby, City Administrator; Marv
Grunig, Electric Utility Manager; Bruce
Caldwell, Street Superintendent; Aaron
Backman, EDA Director and Al Baloun,
Recreation Director

Public: Jack Kelley, Robert Williams and Windom
Fire Department

3. Pledge of Allegiance

4. Truth in Taxation Public Hearing and 2008 Budget Presentation:

Riordan called the public hearing to order at 7:02 p.m. He noted that this is an opportunity for citizens to comment on the proposed 2008 City budget.

Nasby provided a brief power point presentation on the proposed 2008 budget. Riordan asked if there were questions about the presentation.

Dan Fossing said that he is the Fire Chief for the Windom Fire Department. Fossing said the firefighters were present tonight to request that the City Council restore \$5,000 in City funding to the Fire Relief Association. He said that the reduction of the \$5,000 was essentially a "pay cut". Fossing said that Windom contributes less to the Relief Association than other communities of similar size. As such, he asked that \$5,000 be budgeted for the Relief Association.

Al Baloun, Recreation Director, said he was representing the Park & Recreation Commission and referred to their letter to the City Council concerning maintenance at the Arena. Baloun said that the proposed budget had removed \$15,000 in funding that had been requested for the Arena to implement the maintenance plan. The funds requested in 2008 would be used for painting, door

replacement and other maintenance items. This building is 32 years old and maintenance has been put off and the Park & Recreation Commission feels it is important to undertake the requested maintenance items.

Riordan asked if there was anyone else that would like to address the City Council concerning the proposed 2008 budget. Seeing none, Riordan closed the Truth in Taxation public hearing at 7:25 p.m.

Motion by Messer, second by Powers, to move forward with the 2008 City budget as presented. Motion failed 1 – 4 (Messer voting yes).

Kruse said that he would like to see the Relief Association funds restored to \$5,000 and the \$15,000 be put back into Arena maintenance. The new police officer position is an on-going expense and is paid for with some one-time money.

Powers said the Fire Department needs to be kept active and finding volunteers is difficult. He would also like to put the \$15,000 back into the Arena budget.

Messer said that money needs to be put into the Street Shop. Last year there was \$20,000 put into planning for a Fire Hall. So he feels that monies for the Street Shop are needed as well.

Ray said that we need a new police officer, but cannot afford it at this time. She would also like to see the \$5,000 put back into the Fire Relief Association.

Riordan noted that the other budget item that was removed when the new police position was discussed was a squad radio for \$4,500. Since there is a mandate that all radios be compliant with new rules in 2013 he questioned if now was the time to fund a new radio.

Fast said the \$5,000 to the Fire Relief Association was in her plan and the Fire Department does an excellent job.

Motion by Powers, second by Ray, to remove the new police officer position, put \$5,000 back into the Fire Relief Association, put \$15,000 back into the Arena maintenance budget and fund the squad radio for \$4,500. Motion carried 5 – 0.

Riordan noted that Mark Marcy from the Cottonwood County Emergency Management office was present and asked if he could discuss the 2013 compliance issue and if a new squad radio was purchased now it would meet the requirements and if there were grants available.

Marcy said that they have been working on a plan to get all of Cottonwood County compliant and there may be grant opportunities, but they want to apply as one group.

Powers asked if the City should move ahead with buying a radio now.

Marcy said that he encourages the communities to budget for new equipment every year to replace radios. If it is put off the bill is that much larger later.

Messer asked if 2013 compliant radios can be purchased now. Marcy said “yes” that radios sold now have to be 2013 compliant.

5. Minutes – November 20, 2007:

Motion by Fast, second by Ray, to approve the November 20, 2007 minutes. Motion carried 5 – 0.

6. Consent Agenda:

Motion by Messer, second by Powers, to approve the Consent Agenda items. Motion carried 5 – 0.

7. License Applications:

Application for Exempt Permit – Windom Fire Department

Motion by Powers, second by Kruse, to approve the Exempt Permit for the Windom Fire Department. Motion carried 5 – 0.

Riordan asked what this was for. Nasby said it was for the Harley raffle.

8. Termination of Transmission Agreement:

Grinig said that this was a “house-keeping” issue in that the City uses CMMPA through the MISO system for transmission planning. The agreement with NSP was signed in 1988 and the functions of the agreement have been superseded and both NSP and Windom Utilities are jointly requesting termination of the Transmission Agreement. Grinig said that the Windom Utilities Commission had recommended to the Council to terminate the Agreement and that the Agreement and proposed termination had been reviewed by the City Attorney.

Motion by Messer, second by Fast, to approve the termination of the Transmission Agreement between the City of Windom and NSP. Motion carried 5 – 0.

9. Windom Chamber of Commerce\Convention & Visitors Bureau – Sign Lease:

Backman provided an overview of the LED sign proposal and noted that the Council approved placing the sign on the Liquor Store pole on November 20 and

the Liquor Store sign was erected on November 29. He said the City Attorney recommended a lease agreement with the Chamber of Commerce\Convention Visitor's Bureau. The lease provides for access to the site and requires the Chamber of Commerce\Convention Visitor's Bureau to maintain insurance coverage.

Motion by Powers, seconded by Fast, to approve the lease agreement between the City of Windom and the Chamber of Commerce\Convention Visitor's Bureau as presented. Motion carried 5 –0.

Powers asked if the policies and guidelines had been adopted.

Backman said that would be a separate action and he is requesting Council action this evening. Backman said the policies state that the organizations contributing to the sign would get the opportunity to place messages on the sign for free for a specific period of time depending on the level of contribution. Others would be charged \$30 per message, which would run for two weeks. No product, personal or advertising messages are allowed. Emergency items such as road closures and Amber Alerts would take precedence over regular messages.

Riordan asked if there was one message or multiple messages possible. Backman said that the messages would appear one at a time and the amount of wording on each would impact the size of the font. The maximum size of the font would be 52 inches and a one-word message such as "Riverfest" would be 52 inches high which would be easily seen by motorists. Riordan clarified that more than one message could be posted, but each would scroll through. Backman said that was correct. Backman added that MN DOT has stated that messages cannot change any faster than six seconds.

Motion by Powers, seconded by Fast, to approve the guidelines and policies for the LED sign as presented. Motion carried 5 –0.

Jack Kelley said that BARC contributed to the sign before the policies were adopted and should have had input on the formation of them. Backman said that the BARC officers were consulted and BARC gets six years of free messages. The guidelines and policies were provided to all of the contributing organizations. Kelley said the policies are annual so negotiations could change them in the future.

10. Arena Rate Adjustments:

Riordan said that there were additions to the resolution in the packet. Rate increases for racquetball, basketball, wallyball, the batting cage and tournament fees were inadvertently left off the resolution. This information was contained in the memorandum from the Recreation Director.

Motion by Powers, seconded by Fast, to table discussion on this item to December 18, 2007. Motion carried 5 – 0.

Baloun said that the rate increases were effective January 2008 so a delay would not cause problems.

11. Appleton Dam Site Visit – Presentation:

Caldwell said he was presenting information from the site visit to Appleton sponsored by the Cottonwood County Game and Fish League. The Appleton dam was removed in 1999 and stream restoration was done in 2001. The project was a partnership between the City of Appleton and the MN DNR. Caldwell showed a number of photos from the site visit of the riffles and stream restoration. He noted that the Appleton officials stated that the community is happy with the outcome of their project.

Caldwell said that one of the items Windom needs to do is to have an engineer do an assessment of the current condition of the Windom dam. Once this information is known it will help move along the discussion on what options could be pursued.

Messer asked about the Owatonna dam. Riordan said he talked to the contact he was given regarding this project, but the person had health issues so the meeting had been postpone. Riordan will follow-up and said that the Owatonna Morehouse dam project was primarily a private effort and that the dam was reconstructed. Riordan said information on Appleton and Owatonna would be coming to the City's web site.

Caldwell said he wanted to thank the Cottonwood Game and Fish League for sponsoring the trip and 17 people participated. The Windom Park and Recreation Commission would also like an opportunity to participate in the discussions on the Windom dam and possible options.

Riordan asked if Appleton had public ownership of the land along the river. Caldwell said that was his understanding and this would be an issue needing research.

Caldwell said that the process will take time and expectations of this being completed in one or even two years may be optimistic. He added that the informal poll done by the *Citizen* did not show a consensus as one-third of the public thought the dam should be renovated, one-third were for fixing the dam and the remaining one-third thought the dam should be removed.

12. Regular Bills:

Motion by Fast, seconded by Ray, to approve the regular bills. Motion carried 5 – 0.

13. Contractor Payment:

2007 Street Improvement Project payment to Hjerpe, Inc. in the amount of \$68,712.70. Nasby said this payment was not the final and that the funds for the 4th Avenue issue are still being held.

Motion by Messer, seconded by Ray, to approve the payment to Hjerpe, Inc. in the amount of \$68,712.70. Motion carried 5 – 0.

14. Unfinished Business:

Powers asked about representation on the Southwest Regional Development Commission. Nasby said that a municipal representative for Cottonwood County was being sought last year, but there was not interest from that Council. Riordan said that Connie Knorr was previously on the board. Nasby said that a number of regional issues such as transportation and solid waste are discussed and represented by the SRDC and this was a good way to be involved. Riordan asked if Powers was volunteering. Powers said he was interested in SRDC, but not as a representative at this time.

15. New Business:

None

16. Council Concerns:

None

17. Adjourn:

Motion by Powers, seconded by Fast, to adjourn. Motion carried 5 – 0.

Meeting adjourned at 8:18 p.m.

Tom Riordan, Mayor

Attest: _____
Steve Nasby, City Administrator

**ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
DECEMBER 10, 2007**

1. Call to Order: The meeting was called to order by Vice President Palm at 12:03 p.m.

2. Roll Call & Guest Introductions:

EDAWN Commissioners: Nestor Palm, Trevor Slette, Kirby Kruse, and Bob Messer.
(Absent: Juhl Erickson.)

Also Present: EDA Staff – Aaron Backman, Executive Director, and Mary Hensen, Adm. Asst.; Steve Nasby, City Administrator; and Joel Luitjens, WADC Liaison; Neil Schmid with Cirrus Commercial Realty Services, Inc. and Phil Johnson. (Absent: Mayor Tom Riordan.)

3. Approval of Minutes:

Motion by Commissioner Slette, seconded by Commissioner Messer, to approve the Minutes of the EDA Meeting held on November 14, 2007. Motion carried 4-0.

4. Spec Building – Neil Schmid Presentation: Neil Schmid from Cirrus Commercial Realty Services, Inc. of Sioux Falls, South Dakota, gave a short presentation and answered questions concerning a proposed listing agreement for the spec building. The Board had received preliminary information at the November meeting and additional materials prior to and at the December meeting. The commission rate is 6% of the gross sales price or 6% of the gross lease price and is contingent upon sale or lease of the property. Mr. Schmid will include a provision in the listing agreement which excludes (for a period of 60 days after execution of the listing agreement) any commissions on a potential sale/lease to a contact made/received by the EDA prior to the listing agreement. There was a discussion concerning a proposed listing price for the building. Mr. Schmid had provided a report concerning listing prices for buildings in the area. Following review of these materials, there was a consensus of the Board members to proceed with Mr. Schmid's suggested sales price of \$495,000. Director Backman and Mr. Schmid responded to questions from Phil Johnson concerning the building. Mr. Schmid plans to work closely with Director Backman concerning any potential sale/lease of the property as it also involves economic development factors.

Motion by Commissioner Kruse, seconded by Commissioner Slette, to approve the proposed Listing Agreement for the spec building with Neil Schmid of Cirrus Commercial Realty Services, Inc. as discussed at this meeting. Motion carried 4-0.

5. River Bend Development - Update: Director Backman provided an update concerning the construction of the clinic building.

6. River Bluff Estates:

A. Homeowner Lot Purchase – Extension of Time: In July, the Board adopted a development policy which allowed current homeowners in River Bluff Estates an exclusive option to purchase up to 1½ lots abutting their property. The option was to be effective at such time as the modification of the restrictive covenants was recorded with the Cottonwood County Recorder's Office and would continue until December 31, 2007. All of the property owners signed off on the modification document by mid-August and nearly all of the mortgage holders signed off by November 1st. There was one exception and the signed document is expected from that lender by mid-December. Requests have been received from

the homeowners to extend the exclusive option for these particular lots due to the delay in the recording of the modification document.

Motion by Commissioner Slette, seconded by Commissioner Messer, to extend the exclusive option period until March 31, 2008, for homeowners in River Bluff Estates to purchase up to 1½ lots abutting their property. Motion carried 4-0.

7. North Windom Industrial Park – Lighting Proposals: Director Backman advised that the sign poles were installed on November 21st. (The variance application concerning the size of the sign will come before the Planning Commission this week.) A quote was received from South Central Electric Association (the electric company which services that area) concerning options to install a transformer next to the existing cabinet on the edge of the property or closer to the sign. SCE has proposed to set the transformer and meter next to the existing single phase cabinet on the edge of the property for no charge. Quotes were also received from Ron's Electric, Inc. for installation of electrical service for the sign (\$1,500) and from M & H Electric, Inc. for installation of electrical service and for six quartz flood lights (\$1,575). M & H also proposed several alternates including conduit for the wire and changing to halide fixtures. Both proposals included costs for trenching to the sign. It appears that the lighting installation will be a Spring 2008 project due to the frost in the ground. There was a discussion concerning the services and materials included in each proposal.

Motion by Commissioner Kruse, seconded by Commissioner Messer, to approve Option #1 from South Central Electric Association to set the transformer and meter next to the existing cabinet and also to accept the proposal from M & H Electric, Inc. for installation of the electrical service to the sign (\$1,575) at the North Windom Industrial Park, together with Alternate #2 to enclose the underground wires in PVC conduit (\$280) and Alternate #3 to use six metal halide fixtures (\$375). Motion carried 4-0.

8. Commercial Rehab

A. Project Review: The Board had received a copy of program outline together with the project recap for Project C-2. After review of the materials, the following action was taken.

Motion by Commissioner Kruse, seconded by Commissioner Slette, to approve Commercial Rehab Project C-2; to approve the release of SCDP repayment funds totaling \$15,000, for contractor payments in this project, upon Western Community Action's submission to the EDA of appropriate documentation verifying the owner's approval of the work completed; and to approve payment from the SCDP repayment funds of administration fees to Western Community Action of up to \$1,600.00 for this project upon submission of appropriate invoice(s). Motion carried 4-0.

9. 3D Strategies – Marketing Proposal: The EDA's Strategic Marketing Plan was adopted in April, 2006, and outlined options for marketing of the industrial park properties. 3D Strategies is a Wisconsin company that specializes in direct marketing activities for EDAs and communities. The Board received overview information from the company together with their Direct Marketing Proposal of December 4, 2007. The proposal includes the development of a prospect list (approximately 600-750 names) of technology companies and ag-related companies. The proposal also includes the design and mailing of postcards to the companies on the list, making follow-up calls to the companies, and providing a follow-up report. The proposed budget for these services would be \$11,800.00. However, the number

of prospects could be reduced to approximately 500 and the EDA could assist with some of these items, such as the preparation and mailing of letters, which would reduce the costs.

Motion by Commissioner Kruse, seconded by Commissioner Slette, to retain the marketing services of 3D Strategies, to authorize Director Backman to work with 3D Strategies to determine the scope of their services in the preparation of a prospect list and assistance with follow-up contacts, and to authorize payment for 3D's services in the range of \$6,000 to \$7,000. Motion carried 4-0.

10. Prospect Update: Director Backman updated the Board concerning prospect contacts since the November meeting.
11. New Business
 - A. Business Visits Report: Director Backman updated the Board concerning business visits and other meetings since his report at the November 14th meeting.
12. Miscellaneous Information:
 - A. Monthly Budget Recap: The Board received copies of the Budget Recap Year-To-Date thru November 30, 2007.
 - B. River Bluff Townhomes – Monthly Financial Report: The Board received a copy of the financial report provided by Van Binsbergen & Associates for the period ending October 31, 2007.
13. Adjourn: On motion, Vice President Palm adjourned the meeting at 1:00 p.m.

Trevor Slette, Secretary-Treasurer

Attest: _____
Aaron Backman, Executive Director

Windom Library Board Meeting
Windom Library
December 11, 2007
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: Charles Reid, Freddie Hoppert, Kathy Hiley, John Duscher and Jan Johnson.
 - Members Absent: Tina Peiffer and Anita Winkel
 - Library Staff Present: Joan Hunter
 - City Council Member Present: None

3. Agenda and Minutes:

Motion by Charles Reid, seconded by John Duscher to approve the Agenda and Minutes.

4. Financial Report:

Motion by Freddie Hoppert, seconded by Charles Reid to approve the Financial Report.

5. Librarians Report:

Joan reported that the library would be closed on Dec. 12 to convert to the new computer cataloging system. The library has been offline for a week and books have been checked in and out with a paper log. The offline system seems to be working well. A support person from the software company will be available for 3 days to assist any problems as libraries go online. Joan feels the training for librarians for this new system was much better than with the last system.

Joan reported that Dawn has been decorating the library for the holidayss. Dawn worked with ECFE to entertain the children that were waiting to see Santa at the courthouse on the Friday night that he came to town. That didn't work out very well. The Friends of the Library are planning ahead to next December to have a couple of Christmas events at the library and have Santa visit on one of those nights.

Motion by John Duscher and seconded by Kathy Hiley to approve the librarian's report.

6. Old Business:

Joan handed in the staff evaluation forms to Steve Nasby. He will be reviewing them and will provide feedback about them to Joan.

7. New Business:

None

8. New Book Suggestions

The board presented new book suggestions.

9. Adjourn:

Motion by Freddie Hoppert, seconded by John Duscher to adjourn.

Meeting adjourned at 5:20 p.m..

**CITY OF WINDOM
PLANNING COMMISSION
MINUTES
DECEMBER 11, 2007**

1. Call to Order: The meeting was called to order by Chairman Hunter at 7:00 p.m.

2. Roll Call & Guest Introductions:

Planning Commission: Lindsey Cartwright, Loie Grandprey, Gary Hunter, Tim Hacker, Greg Pfeffer, Marilyn Wahl, and Brad Powers (Council Liaison).

Absent: Renee Giefer and Greg Holt.

Also Present: Planning/Zoning Staff-James Kartes (Zoning Administrator), Mary Hensen (Adm. Asst.).

Public Present: Verlan Ray and Aaron Backman.

3. Approval of Minutes:

Motion by Commissioner Grandprey, seconded by Commissioner Pfeffer, and carried to approve the Planning Commission Minutes for the meeting held on November 13, 2007. Motion carried 5-0. (Commissioner Cartwright was not present for the vote.)

4. Election of 2008 Officers:

Motion by Commissioner Wahl, seconded by Commissioner Grandprey, and carried electing Gary Hunter to serve as Chairman for 2008 and Lindsey Cartwright to serve as Vice Chairman for 2008. Motion carried 6-0.

5. Commissioners' Terms – Reappointment: The Commissioners whose current terms are scheduled to end on December 31, 2007, are Renee Giefer and Tim Hacker. Both have consented to serve another four-year term. Zoning Administrator Kartes will convey this information to Mayor Riordan.

6. Public Hearing – 7:05 P.M.: Variance Application – 2350 18th Avenue – (Applicant/Owners: Verlan Ray/Judith A. Ray):

Chairman Hunter opened the public hearing at 7:05 p.m.

Zoning Administrator Jim Kartes advised that Verlan and Judith Ray are requesting a variance of side yard setback to allow the construction of a 12'X24' addition on the north side of their garage. The frontage of the property is 146 feet which would require a side yard setback of 14.6 feet. The addition would be 8 feet from the side property line and they are requesting a variance of 6.6 feet on the side yard setback. The proposed addition meets all the guidelines of the ordinance except for the side yard setback.

The Board had received copies of the application and site plan. Information obtained from the Application and from statements made by the Owner Verlan Ray: They would like to construct an addition to the garage which would be in the form of a third stall to the garage. The addition would be insulated, heated, and used as a workshop. Verlan had spoken with the neighbor to the north (Mike Gordon) and he had no problems with the addition.

Chairman Hunter asked if there were any other questions or comments from anyone in the audience. No other comments were received from anyone present. All public testimony was completed and Chairman Hunter referred the matter to the Planning Commission for consideration at 7:08 p.m. After further discussion, the following action was taken.

Motion by Commissioner Grandprey, seconded by Commissioner Wahl, and carried to recommend to the City Council the approval of the application, submitted by Verlan Ray and Judith A. Ray, requesting a 6.6 foot variance of side yard setback to allow construction of a

12' X 24' addition onto the north side of their garage located at 2350 18th Avenue. The property is described as: A tract (146'X163') in the East Part of the Southeast Quarter of Section 22, Township 105, Range 36 in the City of Windom, Cottonwood County, Minnesota. (Abbreviated Description) (Parcel No. 25. 022.0200)

The motion includes that the jurisdictional documents and the findings of fact be made a part of the hearing record.

Findings of Fact:

1. As stated in the narrative herein.
2. That the property in question cannot yield a reasonable use if permitted to be used only under conditions allowed by the regulations governing the district in which it is located.
3. That the owner's plight is not caused by the owner and is due to circumstances unique to the property.
4. That the variance, if granted, will not alter the locality's essential character.

Motion was declared carried 6-0.

Chairman Hunter advised that these recommendations will now come before the Windom City Council at its meeting next Tuesday night, December 18, 2007; and the Council will make the final decision concerning this application.

7. Public Hearing – 7:15 P.M.: Variance Application – 590 410th Street – (Applicant/Owner: Economic Development Authority of Windom):

Chairman Hunter opened the public hearing at 7:15 p.m.

Zoning Administrator Jim Kartes advised that the Windom EDA is requesting a variance of the size of a real estate sign to be placed on Lot 1 of the North Windom Industrial Park Subdivision. He advised that it is a permitted use. The ordinance provides that the maximum size for a real estate sign is 100 square feet. The EDA is requesting a variance of an additional 140 square feet to allow the sign to be 10' X 24' (240 square feet).

The Board had received copies of the application and site plan. Information obtained from the Application and from statements made by Aaron Backman, EDA Executive Director: The purpose of the sign is to advertise lots for sale in the industrial park. The proposed sign is 10'X24' and double-sided. The sign would be situated on Lot 1 (east side of Highway 71) a distance of 200 feet north of the intersection of Highway 71 and County Road 15. The size is based on the information to be placed on the sign and readability as determined by traffic speed and the grade of the road. The proposed sign is a standard size for other billboard-type signs along Highways 60/71. If development occurs, the sign is constructed in such a way that it could be moved. The EDA proposes to install lighting on the sign in the Spring, 2008. The ordinance requires that the sign be at least 10 feet from the property line, and the proposed sign will be approximately 15 feet from the side property line and is situated away from all utility lines. The sign is not in MN DOT's right-of-way and they have indicated that the City ordinance would apply. One Commissioner asked about the proximity of the sign to the intersection with County Road 15 and turning traffic. There is an area near the sign where vehicles can pull off to view the sign more closely. Building & Zoning Administrator Jim Kartes and City Administrator Steve Nasby have reviewed the proposed location of the sign with Director Backman.

Chairman Hunter asked if there were any other questions or comments from anyone in the audience. No other comments were received from anyone present. All public testimony was completed and Chairman Hunter referred the matter to the Planning Commission for consideration at 7:24 p.m. After further discussion, the following action was taken.

Motion by Commissioner Wahl, seconded by Commissioner Grandprey, and carried to recommend to the City Council the approval of the application, submitted by the Economic Development Authority of Windom, requesting a 140 square foot variance of the size of a real estate sign to allow placement of a 10'X24' real estate sign on property located at 590 410th Street. The property is described as: Lot 1, Block 1 of the North Windom Industrial Park Subdivision to the City of Windom, Cottonwood County, Minnesota. (Parcel No. 25. 556.0010).

The motion includes that the jurisdictional documents and the findings of fact be made a part of the hearing record.

Findings of Fact:

- 1. As stated in the narrative herein.**
- 2. That the property in question cannot yield a reasonable use if permitted to be used only under conditions allowed by the regulations governing the district in which it is located.**
- 3. That the owner's plight is not caused by the owner and is due to circumstances unique to the property.**
- 4. That the variance, if granted, will not alter the locality's essential character.**

Motion was declared carried 5-1. Commissioner Hacker voted nay.

Chairman Hunter advised that these recommendations will now come before the Windom City Council at its meeting next Tuesday night, December 18, 2007; and the Council will make the final decision concerning this application.

8. Adjourn: On motion, Chairman Hunter adjourned the meeting at 7:26 p.m.

Gary Hunter, Chairman

Attest: _____
James Kartes, Zoning Administrator

**STREET DEPARTMENT COMMITTEE
MINUTES DECEMBER 13, 2007**

1. Call to Order: The meeting was called to order at 6:30 a.m. at the street shop office

2. Attending: Committee Members: Robert Messer & JoAnn Ray

City Staff Present: Street Superintendent Bruce Caldwell

Public: None

3. Items Discussed

a. 2009 Mn/Dot Detour East Hwy 60

Mn/Dot will be working on road construction on east hwy 60 from Windom to Mt. Lake in 2009. Mn/Dot would like to use 16th street from hwy 60/71 going east to Lakeview ave, then south on Lakeview ave to county road 13, then east out of Windom on county 13.

The committee discussed some road surface issues on 16th street and Lakeview ave that would have to be repaired prior to any detour. Options were reviewed and Caldwell will discuss them with the Mn/Dot representative and report back to the committee at a later date. Mrs. Ray stated that she has concerns about the increase numbers of big trucks using Lakeview ave south of county 13 during the detour. This is all residential with a lot of children in the seven block area. Caldwell will explore the options for posting this portion of Lakeview if that problem would occur.

b. Staffing Caldwell stated that Tom Voth started to work for the department on December 3rd. He is currently being trained to operate the plow trucks and loaders. He is replacing Jerry Flatgard.

Meeting adjourned at 7:10 a.m.



Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

444 Cedar Street, Suite 133

St. Paul, MN 55101-5133

651-201-7507 • TTY 651-282-6555 • Fax 651-297-5259



RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. **City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.**

License Code ONSL License Period Ending 12/31/2007 ID# 1517
City/County where license approved. Window

Licensee Name FOE Aerie 3891

Trade Name Eagles Club

Licensed Location address 821 4th Ave

City, State, Zip Code Window, MN 56101

Business Phone 507/831-3891

LICENSE FEES: Off Sale \$ 0.00 On Sale \$ 2000.00 Sunday \$ 200.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been convicted of any criminal violations or imposed with any civil penalties. If so, please report on back of this application.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance is in effect for the full license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature Tony Hudson DOB 9-18-57 SS# 503-78-4684 Date 11-26-07

(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____

(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____

County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature Jeffrey A. Sheehan Date 11-29-07

(Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID LD DATE (MM/DD/YYYY)
EAGWI-1 10/31/07

PRODUCER Insurance Advisors, Inc. 15020 27th Avenue N. Plymouth MN 55447 Phone: 763-536-8006 Fax: 763-398-4060	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Fraternal Order of Eagles 3891 Attn: Tony Hulm 821 - 4th Ave Windom MN 56101	INSURER A: Westport Insurance Corporation	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> NO&H GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	LB00000016655-03	01/01/08	01/01/09	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 150,000	
	MED EXP (Any one person)				\$ 5,000	
	PERSONAL & ADV INJURY				\$ 1,000,000	
	GENERAL AGGREGATE				\$ 2,000,000	
	PRODUCTS - COMP/OP AGG				\$ 2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCL0006145-03	01/01/08	01/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	E.L. EACH ACCIDENT				\$ 100,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 100,000	
OTHER					E.L. DISEASE - POLICY LIMIT \$ 500,000	
A	LIQUOR LIABILITY	LB00000016655-03	01/01/08	01/01/09	AGGREGATE 300,000 OCCURRENCE 300,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Civic Club

CERTIFICATE HOLDER

CANCELLATION

City of Windom Fax 507-831-6127 Attn: Dennis Nelson P.O. Box 38 Windom MN 56101	WINDOM1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE 



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement
 444 Cedar Street, Suite 133
 St. Paul, MN 55101-5133
 651-201-7507 • TTY 651-282-6555 • Fax 651-297-5259



RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. **City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.**

License Code ONSS License Period Ending 12/31/2007 ID# 10046
 City/County where license approved. Windom
 Licensee Name Phat Pheasant Pub Inc.
 Trade Name Phat Pheasant Bar et al
 Licensed Location address 2370 Hwy 60 East
 City, State, Zip Code Windom, MN 56101
 Business Phone 507/831-3977

LICENSE FEES: Off Sale \$ 0.00 On Sale \$ 2000.00 Sunday \$ 200.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been convicted of any criminal violations or imposed with any civil penalties. If so, please report on back of this application.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance is in effect for the full license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature Chad S. Lytle DOB 11-14-60 SS# 473-82-9068 Date 11-27-07
 (Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____
 (Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____
 County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature Jeffrey A. Shuber Date 11-29-07
 (Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.)

CERTIFICATE OF LIQUOR LIABILITY INSURANCE

DATE: 11/30/07

PRODUCER:
 BEDFORD UNDERWRITERS, LTD.
 P.O. BOX 152
 SHEBOYGAN FALLS, WI 53085

 Retail Agent: Midwest Insurance Services
 Fax # 507/831-5859

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.

INSURED:
 The Phat Pheasant Pub Inc
 & Jack Slades Steakhouse Inc
 2370 E Hwy 60
 Windom, MN 56101

COMPANY AFFORDING COVERAGE:

 BADGER MUTUAL INSURANCE COMPANY

COVERAGES

THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
LIQUOR LIABILITY	00488-77961	01/01/2008	01/01/2009	\$	100,000 BI - Each Person 100,000 BI - Each Occurrence 100,000 PD-Each Occurrence 100,000 Loss of Support-Each Person 100,000 Loss of Support-Ea.Occurrence 300,000 Annual Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

CERTIFICATE HOLDER

City of Windom
 444 9th St
 Windom, MN 56101

CANCELLATION

SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Thomas S. Connor



Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

444 Cedar Street, Suite 133

St. Paul, MN 55101-5133

651-201-7507 • TTY 651-282-6555 • Fax 651-297-5259



RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. **City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.**

License Code DNSS License Period Ending 12/31/2008 ID# 5049
City/County where license approved. WINDOW

Licensee Name Window Country Club Inc.

Trade Name Window Country Club

Licensed Location address 2825 Country Club Rd/PO Box 74

City, State, Zip Code Window, MN 55101

Business Phone 507/831-3489

LICENSE FEES: Off Sale \$ 0.00 On Sale \$ 2000.00 Sunday \$ 200.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

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2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been convicted of any criminal violations or imposed with any civil penalties. If so, please report on back of this application.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance is in effect for the full license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature Paul Epp DOB 3-10-59 SS# 477-82-6569 Date 11-16-07

(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____

(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____

County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature Jeffrey A. Shubert Date 11-16-07

(Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JO
WINDO-5

DATE (MM/DD/YYYY)
11/15/07

PRODUCER

Bank Midwest Insurance Windom
PO Box 189
Windom MN 56101
Phone: 507-831-1322 Fax: 507-831-5859

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Windom Country Club, Inc.
Po Box 74
2825 Country Club Drive
Windom MN 56101

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Allied Mutual Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	ACPCIM7101621196	01/01/08	01/01/09	EACH OCCURRENCE	\$ 600,000
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
		<input checked="" type="checkbox"/> LIQUOR LIABILITY				PERSONAL & ADV INJURY	\$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 300,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

clubs - country or golf includ ing products and/or comp

CERTIFICATE HOLDER

CITY OF WINDOM
444 9TH STREET
WINDOM MN 56101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ken Hoffmann



Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

444 Cedar Street, Suite 133

St. Paul, MN 55101-5133

651-201-7507 • TTY 651-282-6555 • Fax 651-297-5259



RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. **City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.**

License Code ONSL License Period Ending 12/31/2007 ID# 6776
City/County where license approved. Window

Licensee Name Porath, Gordon

Trade Name Sunbowl

Licensed Location address 111 Hwy 71 S

City, State, Zip Code Window, MN 56101

Business Phone 507/831-4250

LICENSE FEES: Off Sale \$ 0.00 On Sale \$ 2000.00 Sunday \$ 0.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been convicted of any criminal violations or imposed with any civil penalties. If so, please report on back of this application.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance is in effect for the full license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature Gordon Porath DOB _____ SS# _____ Date 12-1-07

(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____

(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____

County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature Jeffrey A. Stubbins Date 12-11-07

(Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.

CERTIFICATE OF INSURANCE

11-28-07

PRODUCER
Haugen Marine Insurance Services
4900 N. HWY 169 SUITE 301
NEW HOPE, MN 55428

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A Burlington Ins Company

COMPANY B

COMPANY C

COMPANY D

INSURED
Gordon Porath, D/B/A
Sun Bowl
Windom, MN 56101

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO CTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR OWNER'S + COM PROT				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
	OTHER Liquor Liability	531B001256	01-01-08	01-01-09	General Aggregate \$ 300,000 Each Occurrence \$ 300,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Restaurant

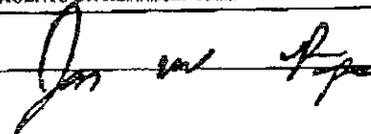
CERTIFICATE HOLDER

City of Windom
444 9th Street
Windom, MN 56101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement
 444 Cedar Street, Suite 133
 St. Paul, MN 55101-5133
 651-201-7507 • TTY 651-282-6555 • Fax 651-297-5259



RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. **City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.**

License Code MWNONSL License Period Ending 12/31/2007 ID# 8682
 City/County where license approved. Windom
 Licensee Name Zhou, Yi-Xiang
 Trade Name China Restaurant
 Licensed Location address 302 10th St
 City, State, Zip Code Windom, MN 56101
 Business Phone 507/831-5998

LICENSE FEES: Off Sale \$ 0.00 On Sale \$ 150.00 Sunday \$ 0.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been convicted of any criminal violations or imposed with any civil penalties. If so, please report on back of this application.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance is in effect for the full license period.

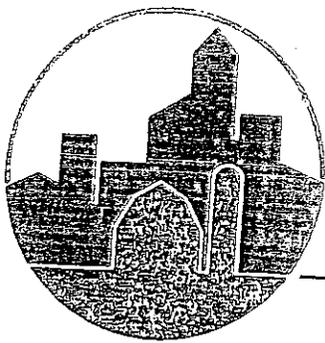
Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature Yi Xiang Zhou DOB 9/30/1954 SS# 197-72-2071 Date 12/5/07
 (Signature certifies all above information to be correct and license has been approved by city/county.)

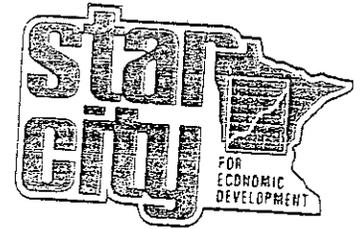
City Clerk/County Auditor Signature _____ Date _____
 (Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____
 County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature Jeffrey A. Sharkey Date 12-5-07
 (Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.)



CITY OF WINDOM



"Where industry, business and agriculture meet"

BEER LICENSE APPLICATION

Name of Applicant Yi-Xing Zhou

Home Address 302 10th St

Business in connection with which the proposed license will operate China Restaurant

Address of Business 302 10th St.

Minnesota Tax ID # 4867817

Applicant is (Owner), (Operator)

Name and Address of Manager (if applicable) _____

Ziyi Zhou

**Annual Beer Sales Amount 800.00

License fee of \$100.00 must accompany this application.

I, the applicant, state that all statements in this application are true and correct. I hereby acknowledge that I am in receipt of Chapter 5 of the Windom City Code detailing license requirements.

(Signed) Yi Xiang Zhou

(Dated) 12/5/07

** If annual beer sales exceed \$10,000 a certificate of insurance must be submitted with application to the City Clerk (see Sec. 5.11 Windom City Code)

Report of Investigation _____

Approved by the City Council _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JO
CHINA-1

DATE (MM/DD/YYYY)

12/10/07

PRODUCER

Bank Midwest Insurance Windom
PO Box 189
Windom MN 56101
Phone: 507-831-1322 Fax: 507-831-5859

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

China Restaurant
302 10th Street
Windom MN 56101

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	2418596	01/01/08	01/01/09	EACH OCCURRENCE	\$ 300000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
	<input checked="" type="checkbox"/> LIQUOR LIABILITY				PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 600000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OT-HER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
	OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

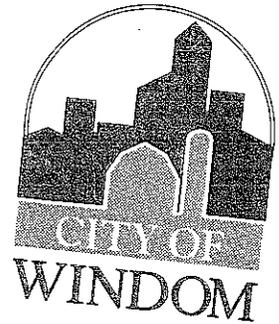
CITY OF WINDOM
444 9TH STREET
WINDOM MN 56101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ken Hoffmann



BEER LICENSE APPLICATION

Name of Applicant: City of Windom Community Center

Home Address: PO Box 38, Windom, MN 56101

Business in connection with which the proposed license will operate: Community Center

Address of Business: 1750 Cottonwood Lake Drive

Minnesota Tax ID #: 41-6005647

Applicant is (Owner), (Operator)

Name and address of Manager (if applicable) Brad Bussa

** Annual Beer Sales Amount 5200⁰⁰

License fee of \$100.00 must accompany this application.

I, the applicant, state that all statements in this application are true and correct. I hereby acknowledge that I am in receipt of Chapter 5 of the Windom City Code detailing license requirements.

Signed: *Brad Bussa*

Date: 12-6-07

** If annual beer sales exceed \$10,000 a certificate of insurance must be submitted with application to the City Clerk (see Section 5.11 Windom City Code)

Report of Investigation: _____

Approved by the City Council _____



ACORD CERTIFICATE OF LIABILITY INSURANCE

NO. 71 T.P. 2
 CITY OF WINDOM MN 56101
 12/05/07

PRODUCER

Bank Midwest Insurance Windom
 PO Box 189
 Windom MN 56101
 Phone: 507-831-1322 Fax: 507-831-5859

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

City Of Windom
 Steve Nasby
 444 9th St
 Windom MN 56101

INSURERS AFFORDING COVERAGE

INSURER A:	League of MN Cities	NAIC#
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CMC TBD	01/01/08	01/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

LOCATION OF COVERED PREMISES:

- 575 2ND AVE., WINDOM, MN 56101
- 1750 COTTONWOOD LAKE DRIVE, WINDOM, MN 56101

CERTIFICATE HOLDER

City of Windom
 444 9th Street
 Windom MN 56101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ken Hoffmann

2008 License Applications

Cigarette License \$20.00

Amoco
Casey's General Store
Country Pride Services
Erickson Oil
Hy-Vee
Riverbend Liquor
Center Stop
Windom Country Club
Sunshine Foods
Vet's Whoa N'Go
Tri State Petroleum
El Rincon Latino

Game of Skill \$15.00 each game

Phat Pheasant
Godfather's Pizza
C & N Sales for Windom Arena & Sun Bowl

License to be approved pending receipt of payment

Theatre

Windom State Theatre



MEMO

To: Mayor, City Council, and City Administrator
From: James Kartes, Zoning Administrator
Date: December 13, 2007
Re: Planning Commission Meeting – December 11, 2007

At its regular meeting on December 11, 2007, the Planning Commission held two public hearings and made the following recommendations concerning the applications which came before the meeting:

1. VARIANCE APPLICATION:

Applicant & Owner: Verlan Ray and Judith A. Ray
Address of Property: 2350 18th Avenue, Windom, MN
Legal Description: A tract (146'X163') in the East Part of the Southeast Quarter of Section 22, Township 105, Range 36 in the City of Windom, Cottonwood County, Minnesota. (Abbreviated Description)
Parcel ID#: 25. 022.0200

The Applicant/Owners propose to construct a 12'X24' addition onto the north side of their garage for a workshop. The addition will be 8 feet from the side property line. Pursuant to the City Code section on R-1 Districts, they are required to have a side yard setback equal to ten percent of the property's frontage (which would be 14.6 feet). Therefore, there are asking for a variance of 6.6 feet on the side yard setback.

THE PLANNING COMMISSION RECOMMENDS TO THE CITY COUNCIL:

Approval of the application, submitted by Verlan Ray and Judith A. Ray, requesting a 6.6 foot variance of side yard setback to allow construction of a 12' X 24' addition onto the north side of their garage located at 2350 18th Avenue.

The motion includes that the jurisdictional documents and findings of fact be made a part of the hearing record.

2. VARIANCE APPLICATION:

Applicant & Owner: Economic Development Authority of Windom
Address of Property: 590 410th Street, Windom, MN
Legal Description: Lot 1, Block 1 of the North Windom Industrial Park Subdivision to the City of Windom, Cottonwood County, Minnesota.
Parcel ID#: 25. 556.0010

The Applicant proposes to install a 10'X24' sign on Lot 1, Block 1 and is requesting a variance in the size of the real estate sign. Pursuant to the City Code section on signs, the maximum size for a real estate sign is 100 square feet. Therefore, there are asking for a variance of 140 square feet on the size of the sign.

THE PLANNING COMMISSION RECOMMENDS TO THE CITY COUNCIL:

Approval of the application, submitted by the Economic Development Authority of Windom, requesting a 140 square foot variance in the size of a real estate sign to be placed on property located at 590 410th Street.

The motion includes that the jurisdictional documents and findings of fact be made a part of the hearing record.

(Please refer to the Planning Commission Minutes for further details and discussion on these matters.)

I will be present at the City Council Meeting on December 18th to address any questions the Council may have at that time.

Prior to that time if there are any questions, please contact the Planning and Zoning Office at 831-6125.

JK:mah

**Building & Zoning Office
City Hall, 444 9th Street, P.O. Box 38
Windom, MN 56101
Phone: 507-831-6125**

**CITY OF WINDOM PLANNING COMMISSION
PUBLIC HEARING NOTICE
VARIANCE APPLICATION
SETBACK VARIANCE**

Pursuant to City of Windom, City Code Sections 11.58 and 11.60, notice is hereby given that the Applicant, VERLAN RAY, on behalf of Owners, Verlan Ray and Judith A. Ray, of 2350 18th Avenue, Windom, Minnesota, has submitted an application for the granting of a variance for property located in the Southeast Quarter of Section 22, Township 105, Range 36 in the City of Windom . The property is located within an R-1 District. The Applicant requests a variance of the sideyard setback to allow the construction of a garage addition which will have a sideyard setback less than the minimum required by City Code Section 11.18, Subdivision 4. The setbacks are shown on the plot plan which is on file in the Building & Zoning Office in City Hall.

A public hearing to consider this zoning application requesting a variance will be held before the Planning Commission in the **City Council Chambers at City Hall, 444 9th Street, Windom, MN 56101 on Tuesday, December 11, 2007, at 7:05 p.m.**

Those persons wishing to be heard on this application for consideration of a zoning request for a variance are requested to be at this meeting. A plot plan and the application may be reviewed in the Building & Zoning Office at City Hall prior to the Public Hearing.

Legally described as follows: Tract (146' X 163') in the East Part of the Southeast Quarter of Section 22, Township 105, Range 36 in the City of Windom, Cottonwood County, Minnesota. (Abbreviated Description)

Parcel ID #: 25.022.0200

Address of the Property is: 2350 18th Avenue, Windom, MN 56101

By Order of the City of Windom

James Kartes, Zoning Administrator

Published: Cottonwood County Citizen (November 28, 2007)

CITY OF WINDOM, MINNESOTA

444 9th Street
Windom, MN 56101
507-831-6125

Case No.: _____
Parcel No.: 25.022.0200
Fee: \$ 150⁰⁰
Paid: Ck. X Date: _____
Date Filed: 11-5-07

APPLICATION FOR CONSIDERATION OF ZONING/SUBDIVISION REQUEST

Applicant(s): Name(s) VERLAN RAY
Address 2350 18th AVE
City WINDOM State MINNESOTA Zip 56101 (Phone: 507-831-4294)

Owner(s): (If other than Applicant)
Name(s) Same - Verlan & Judith A. Ray
Address _____
City _____ State _____ Zip _____ (Phone: _____)

Property Address: 2350 18th Ave

Legal Description of Property: Lot(s) _____ Block(s) _____ Addition 146' X 163' Tract in
East Part of SE 1/4 of Section 22, Township 10S, Range 36 - .55 Acre
(if metes and bounds, attach description.)

Existing Use of Property: Residence Present Zoning: R-1

Action Requested: Conditional Use Permit _____ Variance X
Subdivision (Sketch Plat) _____ Preliminary Plat _____ Final Plat _____
Planned Unit Development (PUD) _____
Amendment (Text, Rezoning, Comprehensive Plan) - SPECIFY: _____
Other (Specify): _____

Description and Reason for Request (Attach Additional Information if necessary and required) _____

12 X 24' ADD ON GARAGE - WORK SHOP
Asking for ~~6.6'~~ Variance of the 14.5' Setback.
6.6' JK

In signing this Application, I/we hereby acknowledge that I/we have read and fully understand the applicable provisions of the Zoning and Subdivision Ordinances and current administrative procedures. I/we further acknowledge the fee explanation, as outlined in the application procedures, and hereby agree to pay the required fee and all statements received from the City pertaining to additional application expenses.

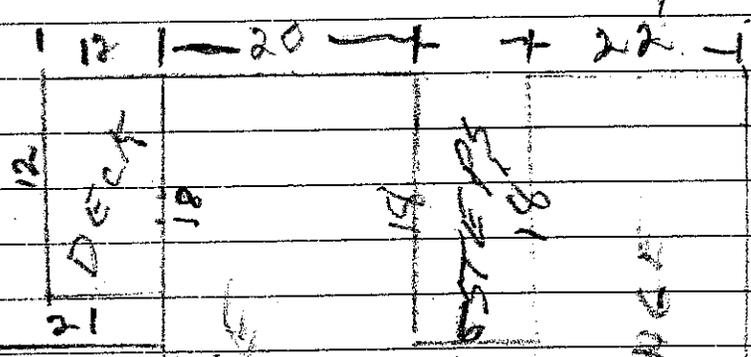
X Verlan Ray Date: 11-5-07
[Signature(s) of Applicant(s)]

2350 18th

SOUTH

WOODS

WOODS



DECK

STEPS

BRIDGE

24

26

47'

146'

18 Ave
EXIST

**Building & Zoning Office
City Hall, 444 9th Street, P.O. Box 38
Windom, MN 56101
Phone: 507-831-6125**

**CITY OF WINDOM PLANNING COMMISSION
PUBLIC HEARING NOTICE
VARIANCE APPLICATION**

Pursuant to City of Windom, City Code Sections 11.58 and 11.60, notice is hereby given that the Applicant and Owner, ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM, of 444 9th Street, Windom, Minnesota, has submitted an application for the granting of a variance for property located in the North Windom Industrial Park Subdivision in the City of Windom . The property is located within an I-1 District. The Applicant requests a variance of the size requirements for a real estate sign. The sign would have an area greater than set forth in City Code Section 11.53. The specifications concerning the proposed sign are on file in the Building & Zoning Office in City Hall.

A public hearing to consider this zoning application requesting a variance will be held before the Planning Commission in the **City Council Chambers at City Hall, 444 9th Street, Windom, MN 56101 on Tuesday, December 11, 2007, at 7:15 p.m.**

Those persons wishing to be heard on this application for consideration of a zoning request for a variance are requested to be at this meeting. A plot plan and the application may be reviewed in the Building & Zoning Office at City Hall prior to the Public Hearing.

Legally described as follows: Lot 1, Block 1 of the North Windom Industrial Park Subdivision to the City of Windom, Cottonwood County, Minnesota.

Parcel ID #: 25.556.0010

Address of the Property is: 590 410th Street, Windom, MN 56101

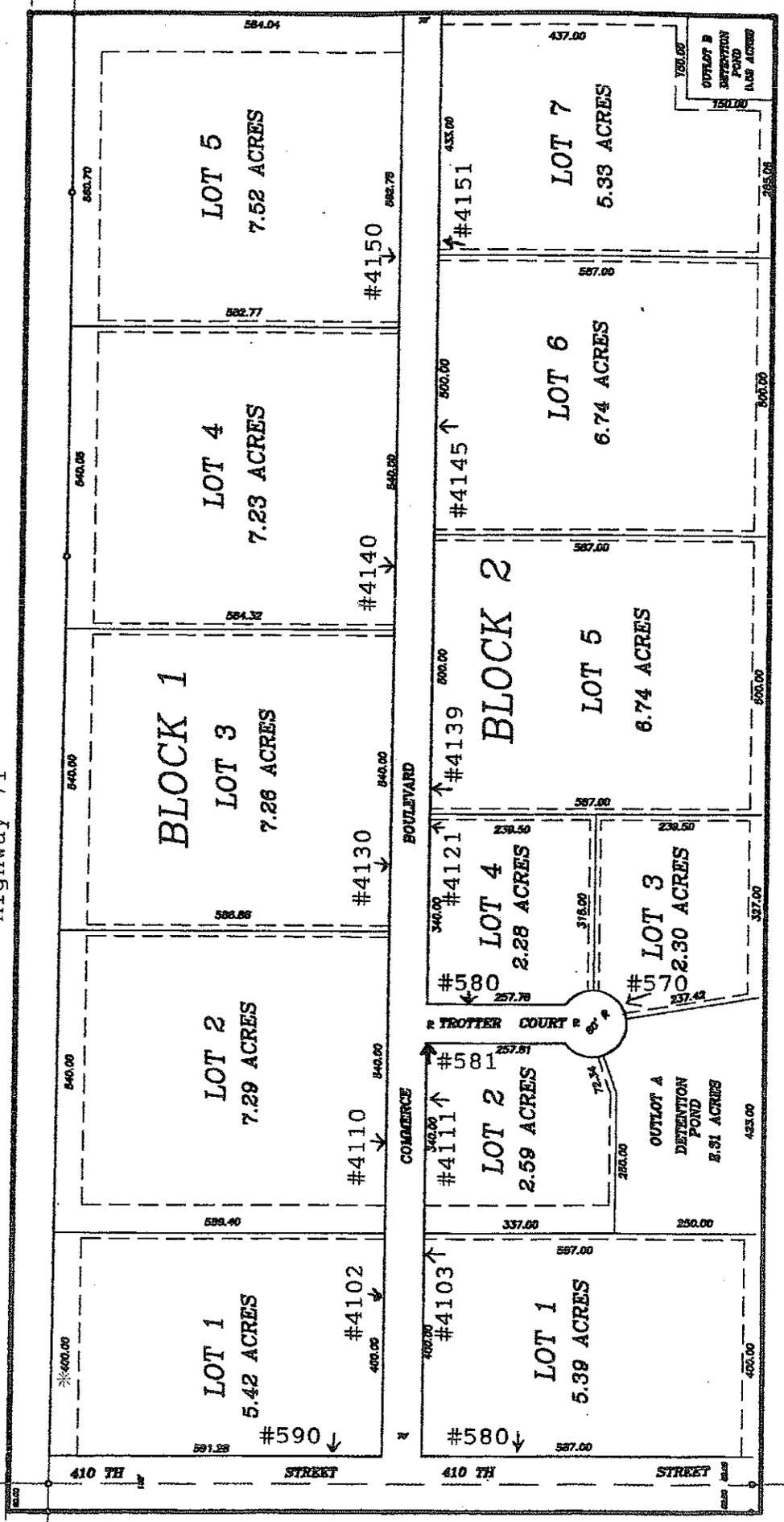
By Order of the City of Windom

James Kartes, Zoning Administrator

Published: Cottonwood County Citizen (November 28, 2007)

NORTH WINDOM INDUSTRIAL PARK SUBDIVISION

Highway 71



CITY OF WINDOM, MINNESOTA

**444 9th Street
Windom, MN 56101
507-831-6125**

Case No.: _____
Parcel No.: 25.556.0010
Fee: \$ 150.00
Paid: Ck. _____ Date: _____
Date Filed: _____

APPLICATION FOR CONSIDERATION OF ZONING/SUBDIVISION REQUEST

Applicant(s): Name(s) Economic Development Authority of Windom
Address 444 9th Street
City Windom State MN Zip 56101 (Phone: 507-831-6125)

Owner(s): (If other than Applicant)
Name(s) Same as Applicant
Address _____
City _____ State _____ Zip _____ (Phone: _____)

Property Address: 590 410th Street, Windom, MN 56101

Legal Description of Property: Lot(s) One Block(s) One Addition North Windom Industrial Park Subdivision to the City of Windom, Cottonwood County, Minnesota.
(If metes and bounds, attach description.)

Existing Use of Property: Agricultural Pending Development as an Industrial Park Present Zoning: I-1

Action Requested: Conditional Use Permit _____ Variance X
Subdivision (Sketch Plat) _____ Preliminary Plat _____ Final Plat _____
Planned Unit Development (PUD) _____
Amendment (Text, Rezoning, Comprehensive Plan) – SPECIFY: _____
~~X~~ Other (Specify): _____

Description and Reason for Request (Attach Additional Information if necessary and required) The 10'X24' billboard sign would be located on Lot 1 approximately 200' North of the intersection of 410th Street (extension of County Road 15) and Highway 71. The sign advertises lots for sale in an industrial park. A variance is requested to allow the sign to be 240 square feet in size instead of the 100 square feet in size listed in the ordinance.

In signing this Application, I/we hereby acknowledge that I/we have read and fully understand the applicable provisions of the Zoning and Subdivision Ordinances and current administrative procedures. I/we further acknowledge the fee explanation, as outlined in the application procedures, and hereby agree to pay the required fee and all statements received from the City pertaining to additional application expenses.

X *Caron R. Beckman* Date: 11/26/07
[Signature(s) of Applicant(s)]

RESOLUTION #2007-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

A RESOLUTION APPROVING 2007 TAX LEVY, COLLECTABLE IN 2008

BE IT RESOLVED, by the Council of the City of Windom, County of Cottonwood, Minnesota, that the following sums of money be levied for the current year, collectable in 2008 upon the taxable property in the City of Windom, for the following purposes:

Total Levy	\$1,405,943
------------	-------------

The City Administrator is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Cottonwood County, Minnesota.

Adopted this 18th day of December, 2007.

Tom Riordan, Mayor

Attest: _____
Steve Nasby, City Administrator

RESOLUTION #2007-

INTRODUCED:

SECONDED:

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

A RESOLUTION DESIGNATING GENERAL FUND BALANCE

WHEREAS, only limited revenues are received during the first six months of each budget year and as much as 50% of the expenses occur during that period of time; and

WHEREAS, a minimum level of cash is necessary to pay expenses during that first six months of each year; and

WHEREAS, a reasonable minimum General Fund balance is necessary to begin each budget year for the anticipated expenditures that will occur within the first six months.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Windom, County of Cottonwood, Minnesota, as follows: That the General Fund balance (as of 12/31/07) shall be designated for the purpose of meeting the financial obligations of the City for the upcoming years.

BE IT RESOLVED, that the Windom City Council may change this policy by adoption of resolution so stating.

Adopted this 18th day of December, 2007.

Tom Riordan, Mayor

Attest: _____
Steve Nasby, City Administrator

RESOLUTION #2007-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

CITY OF WINDOM

**RESOLUTION ESTABLISHING
RATES, CHARGES AND FEES FOR THE
ARENA FUND**

WHEREAS, the City Council has the authority to establish rates and fees for municipal services, admissions and rental; and

WHEREAS, the City Council periodically establishes rates and fees for municipal special revenue funds; and

WHEREAS, the Windom Park & Recreation Commission recommends to the Windom City Council to change the rates at the Windom Arena; and

WHEREAS, it is in the best interests of the City of Windom and its citizens to operate the city special revenue funds in a cost-effective manner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Windom, Minnesota, to amend the fees as follows:

Building Rent:

1st Day - \$350.00

2nd Day - \$325.00

3rd Day & Additional Days - \$200.00

Stall Rent:

1st Day - \$16.00

2nd Day - \$12.50

3rd Day & Additional Days - \$10.00

Building & Stall Rental:

\$40.00 per stall- 2 day show- 40 stall minimum

The above rates will go into effect with any new contracts negotiated after the 2007 Horse Show Season.

Racquetball/Wallyball/Basketball Court Fees:

Non-Member Adult Hourly Racquetball - \$3.00 per person/hour.

Non-Member Youth Hourly Racquetball - \$1.50 per person/hour.

Wallyball - \$20.00 per hour/court.

Basketball - \$12.50 per hour.

Tournament Fees:

Over a four hour tournament will be \$62.50 per court per day.
A four hour tournament and under will be \$31.50 per
court per half day.

Batting Cage Fees:

Hourly fees \$12.50 per hour, with a minimum of 1 hour rental.

The above rates will go into effect January 1, 2008.

Adopted this 18th day of December, 2007.

Tom Riordan, Mayor

ATTEST:

Steven Nasby, City Administrator

SEVERANCE AGREEMENT

WHEREAS, the undersigned, City of Windom, is the owner of certain real property located in the County of Cottonwood, State of Minnesota, legally described as follows, to-wit:

All of Block 1 of Tower Subdivision, a part of the Southeast Quarter of the Southeast Quarter of Section 35, Township 105, Range 36; and

WHEREAS, affixed to the above-described real property is a UHF tower with attached transmission equipment, also owned by the undersigned City of Windom; and

WHEREAS, City of Windom desires to accommodate a sale of said UHF tower and associated transmission equipment to Minnesota Valley Television Improvement Corporation and to sever the same from the above-described real property to accommodate said sale.

NOW, THEREFORE, the undersigned hereby severs from the above-described real property the UHF tower located thereon with associated transmission equipment, which from this day forward shall be deemed personal property and not an improvement to the real estate.

IN WITNESS WHEREOF, the undersigned have executed this instrument the _____ day of December, 2007.

CITY OF WINDOM

By _____
Thomas Riordan - Mayor

Attested:

Steven Nasby - City Administrator

Know all Men by these Presents, that City of Windom, Minnesota a municipal corporation under the laws of the State of Minnesota, party of the first part, in consideration of the sum of Five Thousand and No/100 Dollars (\$5,000.00) to it in hand paid by Minnesota Valley Television Improvement Corporation, a non-profit corporation under the laws of the State of Minnesota, party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto the said party of the second party, his executors, administrators and assigns, forever, the following-described Goods, Chattels and Personal Property, to-wit:

UHF tower and low-power transmission equipment for licensee City of Windom located at the subject property, to-wit: 47882 440th Street, Windom, MN, 56101.

(Does not include FM radio gear belonging to Our Savior's Lutheran Church or other items excluded from lease of the subject property)

To Have and to Hold the Same, Unto the said party of the second part, his executors, administrators and assigns, Forever. And the said party of the first part, for himself, his heirs, executors and administrators and assigns, to Warrant and Defend the Sale of said Goods, Chattels and Personal Property hereby made, unto the said party of the second part, his executors, administrators and assigns, against all and every person and persons whomsoever, lawfully claiming, or to claim the same.

This Bill of Sale is subject to an existing radio tower lease agreement dated January 21, 1997, between the undersigned City of Windom and Our Savior's Lutheran Church.

Where applicable, words used in this instrument in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural the singular.

IN TESTIMONY WHEREOF, The said party of the first has hereunto set his hand this _____ day of December, 2007.

CITY OF WINDOM

By _____
Tom Riordan, Mayor

Attested:

Steven Nasby - City Administrator

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this _____ day of December, 2007, by and between City of Windom, Minnesota, hereinafter "Landlord" and Minnesota Valley Television Improvement Corporation, hereinafter "Tenant".

1. Property Rented. Landlord hereby leases to Tenant the property located in the County of Cottonwood, State of Minnesota, legally described as follows:

All of Block 1 of Tower Subdivision of part of the Southeast Quarter of the Southeast Quarter of Section 35, Township 105, Range 36, Cottonwood County, Minnesota, and the outbuilding located thereon (excludes severed UHF tower and associated equipment), hereinafter "Property".

Tenant understands that this lease does not include the generator and propane tank, which belong to Alient Energy, or the FM radio gear that belongs to Our Savior's Lutheran Church, or the railroad equipment, or the relay rack that belongs to Round Lake.

2. Term of Lease/Rent. The term of the lease shall be for twenty-five (25) years from the date of this Lease Agreement, during which Tenant agrees to pay Landlord Twelve and No/100 Dollars (\$12.00) per year in advance plus associated real estate taxes due thereon. Further, Tenant agrees to be responsible for payment of all utilities associated with the property.

This lease shall automatically renew for successive terms of five (5) years each unless either of the parties hereto gives the other party written notice of termination at least sixty (60) days before the termination of this lease or the termination of any successive five-year renewal term.

3. Maintenance of Property. Tenant agrees to keep the property in good condition, excepting for damages caused by ordinary wear and tear. Tenant also agrees to maintain the grounds upon the property including contracting at Tenant's own cost someone to mow and/or known down weeds and high grass.

4. Insurance. Tenant shall maintain hazard insurance protecting the structure on the described premises, which shall consist of at least sufficient fire and extended coverage insurance to replace the building thereon to substantially its former condition in the event of fire or other casualty loss covered by the insurance thereon. The parties hereto shall agree on the amount of the insurance to be carried by Tenant hereunder.

Tenant shall also procure and maintain in full force and effect at its own expense during the term of this lease and any extension thereof, public liability insurance, which shall be adequate to protect against liability for damage claims through public use of or arising out of any accident occurring in or around said leased premises in a minimum amount of \$1,000,000.00 for each person injured, \$2,000,000.00 for any one accident, and \$100,000.00 for any property damage. Landlord shall be named as an additional insured under such policy and Tenant shall furnish Landlord a certificate of insurance with reference to the same.

5. No Subleasing or Assignment. This lease may not be assigned by Tenant without the express written consent of Landlord. Further, the subject property of this lease may not be sublet to anyone or any entity without the express written consent of Landlord.

6. Default. Tenant will be in default under the terms of this Agreement if Tenant fails to perform any its obligations under this Agreement. If Tenant is in default under the terms of this Agreement, Landlord shall give Tenant written notice of default, and Tenant shall have thirty (30) days to cure said default. In the event Tenant fails to cure said default within thirty (30) days, Landlord may re-enter and take possession of the property and Tenant shall have no further right to possess or use the property, but will continue to be obligated to pay rent for the full term of the lease and to perform all other obligations under this lease.

7. Persons Bound by Lease. By signing this Agreement, Landlord and Tenant agree that this lease shall apply to and be binding upon both Landlord and Tenant, their heirs, executors, administrators and assigns.

WHEREFORE THE UNDERSIGNED, hereby have set their hand on this _____ day of December, 2007.

TENANT
Minnesota Valley Television Improvement
Corporation

LANDLORD
City of Windom

By _____
Its _____

Thomas Riordan
Its Mayor

Attested:



Lutheran Social Service
for changing lives

December 12, 2007

Sarah Henfling Anderson
Assistant Director
LSS Senior Nutrition

*In Brown, Cottonwood,
Jackson, Martin, and Watonwan
Counties*

45462 County Road 22
Windom, MN 56101
Phone / Cell 507.822.1499
Fax 507.831.4741

Sarah.Anderson@lssmn.org

LSS Senior Nutrition
Moorhead Office
715 N. 11th St. #401C
Moorhead, MN 56560
218.233.7521
1.800.488.4146
Fax 218.236.0836

www.lssmn.org/nutrition

Steve Nasby
City Administrator
City of Windom
444 9th Street, P.O. Box 38
Windom, MN 56101-0038

Dear Mr. Nasby and City of Windom,

Thank you for being a partner with Lutheran Social Service and its Senior Nutrition Program. We appreciate your support of this important community service. Enclosed is our new site use agreement for 2008. Please return the agreement to me.

Our program provides hot, nutritious meals to seniors, helping them stay independent. Our meals are provided on a suggested donation basis, and no senior is denied a meal because of inability to donate.

Since LSS became the senior nutrition provider for the 22 counties in the Minnesota River Area Agency on Aging beginning this year, I have heard many excellent comments from Windom seniors regarding both our congregate and home-delivered meals service. We are spending more on our meals and menus, and it shows in the quality of our meals. We are thrilled to improve the service for your community's seniors.

As of November 30, the Windom Senior Nutrition Site has served a total 5,864 meals for our congregate service and 11,946 home-delivered meals, with a daily average of 25 meals at the dining site and 52 home-delivered meals.

I would be happy to answer any questions at a city council meeting if needed. Please let me know if you have any questions or concerns.

Thank you for your continued support of this program.

Sincerely,

Sarah Anderson

Windom

Region 8: Site Name

**LSS SENIOR NUTRITION PROGRAM
SITE USE AGREEMENT--2008**

This site use agreement has been prepared for the purpose of defining the rules of the agencies involved in the development and operation of the Nutrition Program in Windom, MN.

This agreement made this ___ day of _____ 2007, by and between City of Windom, hereafter referred to as the Company and the LSS Senior Nutrition Program, 715 North 11th Street, Suite 401C, City of Moorhead and the State of Minnesota, hereafter called the Nutrition Program, in consideration of costs, covenants and agreements herein reserved and contained, do hereby agree each with the other as follows:

I. All correspondence regarding this agreement will be between the Nutrition Program Director or Assistant Director and the City Administrator.

II. The Nutrition Program agrees and shall abide, conform to and comply with all the laws of the United States and the State of Minnesota, and all of the ordinances of the City of Windom, Minnesota, together with all the rules and requirements of the Police and Fire Department of the City of Windom, Minnesota. In addition, all rules and regulations by the Minnesota Department of Health will be complied with. A restaurant license, if required, will be procured annually by the Nutrition Program. The Company agrees to arrange for an annual fire inspection and notify the Nutrition Program of results. Fire inspecting must be completed by professionally trained personnel.

III. The closing of sites on holidays will be determined by the Nutrition Program and the Company one month prior to the holiday. Nutrition sites usually observe ten holidays a year which include New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving holiday, Christmas Eve Day, and Christmas Day.

IV. The Nutrition Program agrees to restore community facilities to ordinary cleanliness after use. Ordinary cleanliness is defined as leaving facilities in the same condition as they were prior to entering. Notwithstanding this undertaking, basic custodial services such as floor maintenance, window washing, cleaning of rest rooms, washing and/or painting of walls, snow and ice removal and all other general maintenance, reasonable inspection and repairs to the interior and exterior of the facilities are the responsibility of the building owner.

V. The Nutrition Program shall procure and maintain comprehensive general combined single limit liability coverage of One Million Dollars (\$1,000,000.00) and Workers Compensation Insurance on all Nutrition Program staff relating to the site mentioned above. The Nutrition Program shall hold the building owner harmless for that portion of any damages or injury occurring on the rented premises for which the Nutrition Program may be found liable.

LSS Senior Nutrition Program Site Use Agreement Addendum

This addendum is hereby incorporated into the attached Site Use Agreement entered into by LSS and the City of Windom on the _____ day of _____, 200__.

Both parties hereby agree to the following:

1. Site – the site for the Senior Nutrition Program is the Windom Community Center, 1750 Cottonwood Lake Drive, Windom, MN 56101; hereafter "site".

The primary areas to be utilized for the Senior Nutrition Program will be Room #120 (kitchen and dining area).

2. Access – LSS and/or their representatives, vendors, employees or patrons shall not have keys or unsupervised access to the site. City of Windom employees will provide access to the site generally between the hours of 7:00 a.m. and 1:00 p.m. Monday – Friday (unless the site is closed due to weather or holiday).
3. Right of Use -- Should the Windom Community Center, from time to time, require the use of Room #120 LSS and the Senior Nutrition Program agree to relocate per the direction Windom Community Center staff to another area of the site which is reasonably sufficient to meet the needs of the Senior Nutrition Program. Notification to the Senior Nutrition Program's on site representative, or his/her designee, shall be provided by the Windom Community Center staff at least 24 hours in advance.
4. Insurance – LSS will provide the City of Windom with evidence that the site is covered under the umbrella issued by Marsh USA, Inc. Certificate Number CHI-001201568-06.
5. Cleaning – The Senior Nutrition Program agrees to restore community facilities to ordinary cleanliness after use according to paragraph IV of this Agreement. Said ordinary restoration will include, but is not limited to, wiping down tables and chairs, wiping/cleaning up food or debris from the floor, wiping down kitchen equipment and walls after use, mopping the kitchen floor.
6. Snow Policy – The Windom Community Center and LSS Senior Nutrition Program agree that there will be no senior activities including the Senior Dining Program on "snow days" as determined by the Windom School District.
7. Supplies – LSS Senior Nutrition Program acknowledges that the Windom Community Center is not responsible for the purchase or provision of 'expendables' used by the Senior Nutrition Program such as hand towels, paper towels, dish washer soap or cleaning supplies. Windom Community Center agrees to work with LSS to provide a secure location for the storage of said supplies.

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY OFFICE	ELECTRIC FUND	UTILITIES	166.87
CITY OFFICE	MII LIFE	VEBA	186.16
	Total for Department 103		353.03*
P & Z / BUILDING OFF	ELECTRIC FUND	UTILITIES	71.54
P & Z / BUILDING OFF	MII LIFE	VEBA	139.62
	Total for Department 106		211.16*
CITY HALL	ELECTRIC FUND	UTILITIES	516.61
CITY HALL	SANDRA HERDER	CLEANING	316.80
CITY HALL	MELISSA PENAS	CLEANING	316.80
	Total for Department 115		1,150.21*
POLICE	CITY OF WINDOM	FIRE CALL	500.00
POLICE	ELECTRIC FUND	UTILITIES	76.58
POLICE	HIGLEY FORD	MAINTENANCE	17.24
POLICE	MII LIFE	VEBA	1,312.27
POLICE	CARQUEST AUTO PARTS	MAINTENANCE	6.68
	Total for Department 120		1,912.77*
FIRE DEPARTMENT	ELECTRIC FUND	UTILITIES	26.16
	Total for Department 125		26.16*
STREET	ELECTRIC FUND	UTILITIES	3,332.85
STREET	MII LIFE	VEBA	963.93
STREET	NICK BUSSEY & JANNA	REPLACE DAMAGED PLANTS	250.00
	Total for Department 140		4,546.78*
PARKS	ELECTRIC FUND	UTILITIES	4,797.57
PARKS	MII LIFE	VEBA	174.17
PARKS	CLEARWATER RECREATIO	MAINTENANCE	1,019.21
	Total for Department 165		5,990.95*
	Total for Fund 01		14,191.06*
LIBRARY	ELECTRIC FUND	UTILITIES	255.25
LIBRARY	SANDRA HERDER	CLEANING	316.80
LIBRARY	MELISSA PENAS	CLEANING	316.80
	Total for Department 171		888.85*
	Total for Fund 03		888.85*
UHF TV	ELECTRIC FUND	UTILITIES	25.07
UHF TV	FEDERATED RURAL ELEC	UTILITIES	131.07
	Total for Department 173		156.14*
	Total for Fund 10		156.14*
AIRPORT	RED ROCK RURAL WATER	WATER	24.20
AIRPORT	SO. CENTRAL ELECTRIC	POWER COST	281.63
	Total for Department 174		305.83*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 11			305.83*
AMBULANCE	KATE AXFORD	EXPENSE	12.81
AMBULANCE	JORDAN BUSSA	EXPENSE	28.51
AMBULANCE	ELECTRIC FUND	UTILITIES	48.97
AMBULANCE	TIM HACKER	CLOTHING	146.00
AMBULANCE	KRIS JANSSEN	CLOTHING	19.17
AMBULANCE	MN EMERGENCY MED SER	LICENSE FEE	150.00
AMBULANCE	JOLYNN NERHUS	CLOTHING	50.01
AMBULANCE	ROBIN PAPLOW	CLOTHING	34.08
AMBULANCE	BRAD POWERS	EXPENSE	10.95
AMBULANCE	KIM POWERS	CLOTHING	150.00
AMBULANCE	KIM POWERS	EXPENSE	7.55
AMBULANCE	PAULA RAVERTY	EXPENSE	7.76
AMBULANCE	PAULA RAVERTY	MILEAGE	64.02
AMBULANCE	ALLAN REMPEL	EXPENSE	12.55
AMBULANCE	WENNIS FRANZ	REFUND	221.44
Total for Department 176			963.82*
Total for Fund 13			963.82*
MULTI-PURPOSE BUILDI	ELECTRIC FUND	LIGHTS	13.26
MULTI-PURPOSE BUILDI	ELECTRIC FUND	UTILITIES	1,250.86
MULTI-PURPOSE BUILDI	MII LIFE	VEBA	360.33
Total for Department 177			1,624.45*
Total for Fund 14			1,624.45*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	1,969.25
LIQUOR	BRAU BROTHERS BREWIN	MERCHANDISE	66.00
LIQUOR	LOCHER BROTHERS INC	MERCHANDISE	2,498.50
LIQUOR	ELECTRIC FUND	UTILITIES	798.70
LIQUOR	GRIGGS COOPER	MERCHANDISE	993.43
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	8,322.75
LIQUOR	JOHNSON BROS.	MERCHANDISE	834.46
LIQUOR	MII LIFE	VEBA	348.34
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	243.50
Total for Department 180			16,074.93*
Total for Fund 60			16,074.93*
WATER	ELECTRIC FUND	UTILITIES	5,719.18
WATER	H P SUDS	BILLING CONTRACT SERVICE	195.15
WATER	MII LIFE	VEBA	525.50
Total for Department 181			6,439.83*
Total for Fund 61			6,439.83*
ELECTRIC	CITY OF WINDOM	ASSESSMENT	4,562.50
ELECTRIC	ELECTRIC FUND	LIGHTS	39.30

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ELECTRIC	ELECTRIC FUND	UTILITIES	264.32
ELECTRIC	H P SUDS	BILLING CONTRACT SERVICE	195.14
ELECTRIC	MII LIFE	VEBA	984.92
		Total for Department 182	6,046.18*
		Total for Fund 62	6,046.18*
SEWER	ELECTRIC FUND	UTILITIES	11,313.43
SEWER	H P SUDS	BILLING CONTRACT SERVICE	195.14
SEWER	MII LIFE	VEBA	873.85
SEWER	MN WATER OPERATORS (DUES		125.00
		Total for Department 183	12,507.42*
		Total for Fund 63	12,507.42*
ARENA	ELECTRIC FUND	UTILITIES	7,456.98
ARENA	MII LIFE	VEBA	174.17
		Total for Department 184	7,631.15*
		Total for Fund 64	7,631.15*
RIVERBLUFF TOWNHOMES	ELECTRIC FUND	UTILITIES	43.53
		Total for Department 186	43.53*
		Total for Fund 66	43.53*
ECONOMIC DEVELOPMENT	AARON BACKMAN	EXPENSE	33.58
ECONOMIC DEVELOPMENT	ECON DEV ASSOC OF MI	DUES	220.00
ECONOMIC DEVELOPMENT	ELECTRIC FUND	UTILITIES	371.01
ECONOMIC DEVELOPMENT	MII LIFE	VEBA	220.71
ECONOMIC DEVELOPMENT	WELLS FARGO BANK MIN	MCCF MEMBERSHIP	30,000.00
		Total for Department 187	30,845.30*
		Total for Fund 67	30,845.30*
TELECOMMUNICATIONS	ELECTRIC FUND	UTILITIES	1,448.49
TELECOMMUNICATIONS	H P SUDS	BILLING CONTRACT SERVICE	585.45
TELECOMMUNICATIONS	MII LIFE	VEBA	624.58
TELECOMMUNICATIONS	MN TELECOM ALLIANCE	REGISTRATION	150.00
		Total for Department 199	2,808.52*
		Total for Fund 69	2,808.52*
		Grand Total	100,527.01*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	GREAT BEND TOWNSHIP	LOST TAXES TO TOWNSHIP	291.63
	Total for Department 101		291.63*
P & Z / BUILDING OFF	COTTONWOOD CTY RECOR SERVICE		92.00
P & Z / BUILDING OFF	VET'S WHOA N'GO	GAS	85.11
	Total for Department 106		177.11*
CITY HALL	JUSTIN DERICKSON	SNOW REMOVAL	20.00
CITY HALL	ELECTRIC FUND	MAINTENANCE	27.70
	Total for Department 115		47.70*
FIRE DEPARTMENT	AMOCO OIL COMPANY	GAS	39.03
FIRE DEPARTMENT	JAY GRANDPREY	REGISTRATION	12.00
FIRE DEPARTMENT	VET'S WHOA N'GO	GAS	141.41
	Total for Department 125		192.44*
STREET	AMOCO OIL COMPANY	GAS	1,177.57
STREET	ERICKSON OIL CO	GAS	535.54
STREET	VET'S WHOA N'GO	GAS	526.41
	Total for Department 140		2,239.52*
RECREATION	MICHELLE RIIHL	REFUND - FLAG FOOTBALL	30.00
RECREATION	ERIC HANSON	COACHING	600.00
	Total for Department 150		630.00*
PARKS	VET'S WHOA N'GO	GAS	287.20
	Total for Department 165		287.20*
	Total for Fund 01		3,865.60*
	HJERPE CONTRACTING I	07 IMPROVEMENT PROJECT	68,712.70
	Total for Department		68,712.70*
	Total for Fund 07		68,712.70*
AIRPORT	MN DEPT OF ADMINISTR	TELEPHONE	20.43
	Total for Department 174		20.43*
	Total for Fund 11		20.43*
POOL	BROWN-NICOLLET COMMU	LICENSES	248.00
	Total for Department 175		248.00*
	Total for Fund 12		248.00*
AMBULANCE	JIM SKARPHOL	EXPENSE	29.98
AMBULANCE	JIM SKARPHOL	SUPPLIES	155.00
AMBULANCE	VET'S WHOA N'GO	GAS	758.73
	Total for Department 176		943.71*
	Total for Fund 13		943.71*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MULTI-PURPOSE BUILDI LIQUOR FUND - RIVER		MERCHANDISE	195.51
MULTI-PURPOSE BUILDI MN DEPT OF ADMINISTR		TELEPHONE	19.60
		Total for Department 177	215.11*
		Total for Fund 14	215.11*
LIQUOR	BEVERAGE WHOLESALERS		1,275.55
LIQUOR	LOCHER BROTHERS INC	MERCHANDISE	1,031.10
LIQUOR	GRIGGS COOPER	MERCHANDISE	835.13
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	946.45
LIQUOR	JOHNSON BROS.	MERCHANDISE	662.70
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	930.00
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	3,944.94
		Total for Department 180	9,625.87*
		Total for Fund 60	9,625.87*
WATER	GOPHER STATE ONE CAL	LOCATE	10.40
WATER	H P SUDS	BILLING CONTRACT SERVICE	152.65
WATER	STEVE NASBY	EXPENSE	101.98
WATER	WENCK ASSOCIATES, IN	LANDFILL	5,182.39
		Total for Department 181	5,447.42*
		Total for Fund 61	5,447.42*
	BANK MIDWEST	TRANS ELEC FUND TO SAVIN	500,000.00
	KATHRINE RATZLAFF	REFUND - UTILITY PREPAYM	125.00
		Total for Department	500,125.00*
ELECTRIC	AMOCO OIL COMPANY	GAS	678.14
ELECTRIC	DHL EXPRESS	FREIGHT	5.37
ELECTRIC	GOPHER STATE ONE CAL	LOCATE	10.39
ELECTRIC	H P SUDS	BILLING CONTRACT SERVICE	152.65
ELECTRIC	STEVE NASBY	EXPENSE	101.98
ELECTRIC	BRAD BUSSA	CLEANING	184.60
ELECTRIC	TORO	REBATE	4,819.50
ELECTRIC	BANK MIDWEST	NSF CHECK	169.15
		Total for Department 182	6,121.78*
		Total for Fund 62	506,246.78*
SEWER	AMOCO OIL COMPANY	GAS	269.58
SEWER	ELECTRIC FUND	MAINTENANCE	203.89
SEWER	GOPHER STATE ONE CAL	LOCATE	10.39
SEWER	H P SUDS	BILLING CONTRACT SERVICE	152.65
SEWER	STEVE NASBY	EXPENSE	101.98
		Total for Department 183	738.49*
		Total for Fund 63	738.49*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ARENA	AMOCO OIL COMPANY	GAS	39.96
ARENA	BROWN-NICOLLET COMMU	LICENSES	51.00
ARENA	VET'S WHOA N'GO	GAS	29.95
	Total for Department 184		120.91*
	Total for Fund 64		120.91*
ECONOMIC DEVELOPMENT	AARON BACKMAN	MILEAGE	146.47
	Total for Department 187		146.47*
	Total for Fund 67		146.47*
RIVERBLUFF ESTATES	UNITED PRAIRIE BANK	LOAN	773.33
	Total for Department 166		773.33*
	Total for Fund 68		773.33*
	MN 9-1-1 PROGRAM	911 SERVICE	762.85
	Total for Department		762.85*
TELECOMMUNICATIONS	B B C AMERICA	SUBSCRIBER	6.96
TELECOMMUNICATIONS	COMCAST MEDIA CENTER	SUBSCRIBER	30.40
TELECOMMUNICATIONS	DISCOVERY DIGITAL NE	SUBSCRIBER	51.76
TELECOMMUNICATIONS	E-911	MONTHLY 911 SERVICE	40.00
TELECOMMUNICATIONS	FOX SPORTS	SUBSCRIBER	4,788.48
TELECOMMUNICATIONS	GOPHER STATE ONE CAL	LOCATE	31.17
TELECOMMUNICATIONS	HGTV HD	PROGRAMMING	9.20
TELECOMMUNICATIONS	H P SUDS	BILLING CONTRACT SERVICE	457.93
TELECOMMUNICATIONS	KARE 11 TELEVISION	SUBSCRIBER	292.20
TELECOMMUNICATIONS	STEVE NASBY	EXPENSE	305.92
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	SUBSCRIBER	22,818.25
TELECOMMUNICATIONS	ONVOY	BANDWITH BILLING	4,329.69
TELECOMMUNICATIONS	TOWER DISTRIBUTION C	SUBSCRIBER	207.00
TELECOMMUNICATIONS	WINDOM STATE THEATRE	PROMOTION	35.00
	Total for Department 199		33,403.96*
	Total for Fund 69		34,166.81*
	COLONIAL LIFE INSURA	INSURANCE	22.05
	Total for Department		22.05*
	Total for Fund 70		22.05*
	Grand Total		631,293.68*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	CITIZEN PUBLISHING C	ADVERTISING	330.00
MAYOR & COUNCIL	DAN'S OFFICE SUPPLY	MAYOR MEDAL	13.38
MAYOR & COUNCIL	DAN'S OFFICE SUPPLY	SUPPLIES	27.46
MAYOR & COUNCIL	MCDONALD & SCHRAMEL	LEGAL FEES	309.50
MAYOR & COUNCIL	SUBWAY	EXPENSE	28.28
MAYOR & COUNCIL	WORTHINGTON DAILY GL	SUBSCRIPTION	53.50
	Total for Department 101		762.12*
CITY OFFICE	DAN'S OFFICE SUPPLY	SUPPLIES	95.99
CITY OFFICE	HEARTLAND TECHNOLOGY	BILLING SYSTEM FIRE WALL	40.00
CITY OFFICE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
CITY OFFICE	MATT PARROTT & SONS	SUPPLIES	11.72
CITY OFFICE	HARLAND TECHNOLOGY S	MAINTENACE CONTRACT	239.40
CITY OFFICE	SCHWALBACH HARDWARE	MAINTENANCE	19.16
CITY OFFICE	WINDOM QUICK PRINT	PRINTING	567.59
	Total for Department 103		979.64*
P & Z / BUILDING OFF	CITIZEN PUBLISHING C	ADVERTISING	80.00
P & Z / BUILDING OFF	DAN'S OFFICE SUPPLY	SUPPLIES	104.25
P & Z / BUILDING OFF	ELECTRIC FUND	MAINTENANCE	11.20
P & Z / BUILDING OFF	HEARTLAND TECHNOLOGY	BILLING SYSTEM FIRE WALL	40.00
P & Z / BUILDING OFF	WINDOM AUTO VALU	MAINTENANCE	4.27
P & Z / BUILDING OFF	MCDONALD & SCHRAMEL	LEGAL FEES	28.50
P & Z / BUILDING OFF	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
P & Z / BUILDING OFF	PAMIDA	SUPPLIES	5.92
P & Z / BUILDING OFF	MATT PARROTT & SONS	SUPPLIES	11.70
	Total for Department 106		291.62*
LEGAL	MCDONALD & SCHRAMEL	LEGAL SUPPLIES	70.13
	Total for Department 110		70.13*
CITY HALL	AMERIGAS - WORTHINGT	WATER TREATMENT	23.38
CITY HALL	COTTONWOOD COUNTY SO	RECYCLING PICK UP	12.00
CITY HALL	WASTE MANAGEMENT OF	HAUL GARBAGE	79.09
CITY HALL	M&G DISTRIBUTORS	MAINTENANCE	37.13
CITY HALL	SCHWALBACH HARDWARE	MAINTENANCE	15.87
	Total for Department 115		167.47*
POLICE	COTTONWOOD CO TREASU	DISPATCHING	550.00
POLICE	COTTONWOOD CO TREASU	RENT	2,400.00
POLICE	DAN'S OFFICE SUPPLY	SUPPLIES	42.16
POLICE	MCDONALD & SCHRAMEL	LEGAL FEES	2,831.00
POLICE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	22.50
POLICE	MN CHIEF OF POLICE A	MEMBERSHIP	130.00
POLICE	NEW STAR SALES & SER	COPIER MAINTENANCE	115.00
POLICE	PAMIDA	SUPPLIES	78.75
POLICE	MATT PARROTT & SONS	SUPPLIES	11.70
POLICE	STREICHER'S	EQUIPMENT	796.61
POLICE	WINDOM TOWING CO	TIRES	117.15
POLICE	CREATIVE PRODUCT SOU	BOOK	116.01
	Total for Department 120		7,210.88*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
FIRE DEPARTMENT	COTTONWOOD CO TREASU	DISPATCHING	425.00
FIRE DEPARTMENT	DAN'S OFFICE SUPPLY	SUPPLIES	64.86
FIRE DEPARTMENT	HEIMAN FIRE EQUIP. C	HOSE FOR FIRE DEPT	241.35
FIRE DEPARTMENT	LUCAN COMMUNITY TV I	MAINTENANCE	964.20
FIRE DEPARTMENT	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
FIRE DEPARTMENT	MUNICIPAL EMERGENCY	MAINTENANCE	103.31
FIRE DEPARTMENT	QUEST	TELEPHONE	58.66
FIRE DEPARTMENT	COUNTRY PRIDE SERVIC	MAINTENANCE	26.09
FIRE DEPARTMENT	MARQUIS X ERICKSON,	ARCHITECT FEE	8,400.00
	Total for Department 125		10,289.25*
EMERGENCY MANAGEMENT	COTTONWOOD CO TREASU	DISPATCHING	25.00
EMERGENCY MANAGEMENT	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	200.00
	Total for Department 130		225.00*
ANIMALS	CITIZEN PUBLISHING C	ADVERTISING	176.40
ANIMALS	SUNSHINE FOODS	SUPPLIES	46.13
	Total for Department 135		222.53*
STREET	COTTONWOOD COUNTY LA	GARBAGE	237.59
STREET	COTTONWOOD CO TREASU	DISPATCHING	250.00
STREET	WASTE MANAGEMENT OF	HAUL GARBAGE	121.31
STREET	DAN'S OFFICE SUPPLY	SUPPLIES	151.19
STREET	ELECTRIC FUND	MAINTENANCE	1,108.73
STREET	FERRELLGAS	GAS	26.36
STREET	GEMPLER'S	SUPPLIES	145.45
STREET	WINDOM AUTO VALU	MAINTENANCE	194.48
STREET	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
STREET	MESSER MACHINE & MFG	MAINTENANCE	122.94
STREET	MIDWEST WIRELESS	TELEPHONE	105.52
STREET	MILLS & MILLER, INC	SALT	1,389.69
STREET	QUEST	TELEPHONE	58.66
STREET	MATT PARROTT & SONS	SUPPLIES	11.70
STREET	PRAXAIR DISTRIBUTION	SERVICE	419.48
STREET	RUNNING'S SUPPLY	MAINTENANCE	21.20
STREET	SANFORD LABORATORIES	TESTING	32.56
STREET	SCHWALBACH HARDWARE	MAINTENANCE	236.60
STREET	TONY'S BACKHOE & GRA	SERVICE	400.00
STREET	UNIQUE PAVING MATERI	SUPPLIES	638.20
STREET	COUNTRY PRIDE SERVIC	MAINTENANCE	81.55
STREET	WINDOM FARM SERVICE	MAINTENANCE	42.38
STREET	WINDOM READY MIX	MAINTENANCE	1,175.83
	Total for Department 140		6,977.20*
PARKS	COTTONWOOD CO TREASU	DISPATCHING	75.00
PARKS	ELECTRIC FUND	MAINTENANCE	38.50
PARKS	FAIRMONT AWARDS MFG.	SUPPLIES	95.21
PARKS	RON'S ELECTRIC	MAINTENANCE	457.35
	Total for Department 165		666.06*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 01			27,861.90*
LIBRARY	BBC AUDIO	BOOKS	57.00
LIBRARY	CENTER POINT LARGE P	BOOKS	80.28
LIBRARY	COTTONWOOD COUNTY SO	RECYCLING PICK UP	12.00
LIBRARY	DAN'S OFFICE SUPPLY	SUPPLIES	31.74
LIBRARY	JUSTIN DERICKSON	SNOW REMOVAL	15.00
LIBRARY	GALE	BOOKS	265.16
LIBRARY	INGRAM	BOOKS	1,526.67
LIBRARY	LIFE BOOKS	BOOKS	45.90
LIBRARY	MICROMARKETING	BOOKS/AUDIO	154.06
LIBRARY	RECORDED BOOKS, LLC	AUDIO	6.95
LIBRARY	READERS SERVICE	BOOKS	52.80
LIBRARY	READERS DIGEST - AUD	AUDIO	22.33
LIBRARY	WALL STREET JOURNAL	SUBSCRIPTION	298.00
LIBRARY	WORLD ALMANAC EDUCAT	BOOKS	22.95
Total for Department 171			2,590.84*
Total for Fund 03			2,590.84*
	STREICHER'S	EQUIPMENT	2,217.18
	ZOLL MEDICAL CORPORA	DEFIBULATOR	2,930.88
Total for Department			5,148.06*
Total for Fund 04			5,148.06*
2007 IMPROVEMENT PRO	MCDONALD & SCHRAMEL	LEGAL FBES	161.50
Total for Department 164			161.50*
Total for Fund 07			161.50*
POOL	MATT PARROTT & SONS	SUPPLIES	11.70
Total for Department 175			11.70*
Total for Fund 12			11.70*
AMBULANCE	COTTONWOOD CO TREASU	DISPATCHING	400.00
AMBULANCE	EMERGENCY MEDICAL PR	SUPPLIES	679.03
AMBULANCE	HIGLEY FORD	MAINTENANCE	394.61
AMBULANCE	WINDOM AUTO VALU	MAINTENANCE	27.04
AMBULANCE	MANKATO MOBIL RADIO	MAINTENANCE	158.06
AMBULANCE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
AMBULANCE	QUEST	TELEPHONE	58.66
AMBULANCE	MATT PARROTT & SONS	SUPPLIES	11.70
AMBULANCE	PAULA RAVERTY	CLOTHING	149.00
AMBULANCE	SCHWALBACH HARDWARE	MAINTENANCE	12.24
AMBULANCE	WINDOM AREA HOSPITAL	SERVICE	872.95
AMBULANCE	COUNTRY PRIDE SERVIC	MAINTENANCE	116.15
AMBULANCE	WINDOM FARM SERVICE	MAINTENANCE	69.54
Total for Department 176			2,954.76*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 13			2,954.76*
MULTI-PURPOSE BUILDI	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	89.40
MULTI-PURPOSE BUILDI	WASTE MANAGEMENT OF	HAUL GARBAGE	52.65
MULTI-PURPOSE BUILDI	DAN'S OFFICE SUPPLY	SUPPLIES	175.55
MULTI-PURPOSE BUILDI	FEDER MECHANICAL	MAINTENANCE	411.75
MULTI-PURPOSE BUILDI	SUNSHINE FOODS	SUPPLIES	59.61
MULTI-PURPOSE BUILDI	HEARTLAND PAPER COMP	SUPPLIES	17.33
MULTI-PURPOSE BUILDI	WINDOM AUTO VALU	MAINTENANCE	115.35
MULTI-PURPOSE BUILDI	KDOM RADIO	ADVERTISING	137.60
MULTI-PURPOSE BUILDI	MCDONALD & SCHRAMEL	LEGAL FEES	38.00
MULTI-PURPOSE BUILDI	MIDWEST WIRELESS	TELEPHONE	13.75
MULTI-PURPOSE BUILDI	PAMIDA	SUPPLIES	162.70
MULTI-PURPOSE BUILDI	SCHWALBACH HARDWARE	MAINTENANCE	42.57
MULTI-PURPOSE BUILDI	STONER INDUSTRIAL, I	SERVICE	83.94
MULTI-PURPOSE BUILDI	WERNER ELECTRIC	MAINTENANCE	83.33
MULTI-PURPOSE BUILDI	WINDOM FIRE SAFETY	MAINTENANCE	44.00
MULTI-PURPOSE BUILDI	TYCO FIRE & SECURITY	MAINTENANCE	410.10
Total for Department 177			1,937.63*
Total for Fund 14			1,937.63*
TOM SERIE	TIF PAYMENT		12,533.71
Total for Department			12,533.71*
Total for Fund 35			12,533.71*
TORO	TIF PAYMENT		44,485.69
Total for Department			44,485.69*
Total for Fund 37			44,485.69*
MINN-KOTA PROPERTIES	TIF PAYMENT		4,976.93
Total for Department			4,976.93*
Total for Fund 39			4,976.93*
J & R PARTNERSHIP	TIF PAYMENT		11,743.41
Total for Department			11,743.41*
Total for Fund 40			11,743.41*
PM WINDOM	TIF PAYMENT		40,783.27
Total for Department			40,783.27*
Total for Fund 42			40,783.27*
ADRIAN'S PLUMBING	MAINTENANCE		3,800.00
GRUNEWALD GRAVEL	SEWER TRENCH		1,400.00
SOUTHERN MINN CONSTR	ASPHALT PARKING LOT		23,970.00

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Department			29,170.00*
LIQUOR	ADRIAN'S PLUMBING	MAINTENANCE	666.13
LIQUOR	ENVIROMASTER, INC.	SERVICE	39.41
LIQUOR	CITIZEN PUBLISHING C	ADVERTISING	93.60
LIQUOR	COCA-COLA BOTTLING C	MERCHANDISE	480.40
LIQUOR	CULLIGAN	SERVICE	6.95
LIQUOR	WASTE MANAGEMENT OF	HAUL GARBAGE	54.76
LIQUOR	A H HERMEL CANDY & T	MERCHANDISE	1,428.82
LIQUOR	MCDONALD & SCHRAMEL	LEGAL FEES	99.00
LIQUOR	MATT PARROTT & SONS	SUPPLIES	11.70
LIQUOR	PEPSIAMERICAS	MERCHANDISE	94.25
LIQUOR	HARLAND TECHNOLOGY S	MAINTENACE CONTRACT	39.90
LIQUOR	S&K LINES	FREIGHT	515.70
LIQUOR	SCHWAAB, INC	SUPPLIES	47.26
LIQUOR	SCHWALBACH HARDWARE	MAINTENANCE	19.53
LIQUOR	SNICKS SIGNS	MAINTENANCE	2,812.03
LIQUOR	TOTAL REGISTER SYSTE	MAINTENANCE CONTRACT	1,880.00
LIQUOR	TOTAL REGISTER SYSTE	SUPPLIES	148.30
LIQUOR	WINE MERCHANTS	MERCHANDISE	69.00
Total for Department 180			8,506.74*
Total for Fund 60			37,676.74*
HD SUPPLY WATERWORKD MAINTENANCE			1,799.61
Total for Department			1,799.61*
WATER	CALIFORNIA CONTRACTO	SUPPLIES	104.85
WATER	CITIZEN PUBLISHING C	COMP SUPPORT	70.31
WATER	COTTONWOOD CO TREASU	DISPATCHING	200.00
WATER	CREATIVE DESIGN	SERVICE	67.10
WATER	DICKS WELDING	MAINTENANCE	196.40
WATER	HAWKINS, INC	CHEMICALS	3,650.76
WATER	SUNSHINE FOODS	SUPPLIES	3.32
WATER	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
WATER	MIDWEST WIRELESS	TELEPHONE	85.26
WATER	MN VALLEY TESTING	TESTING	56.25
WATER	QUEST	TELEPHONE	58.66
WATER	MATT PARROTT & SONS	SUPPLIES	11.70
WATER	RED ROCK RURAL WATER	INSTALLATION OF WATER LI	2,000.00
WATER	RON'S ELECTRIC	MAINTENANCE	457.35
WATER	RUNNING'S SUPPLY	MAINTENANCE	158.69
WATER	HARLAND TECHNOLOGY S	MAINTENACE CONTRACT	19.95
WATER	SCHWALBACH HARDWARE	MAINTENANCE	24.02
WATER	SHARE CORP.	SUPPLIES	181.82
Total for Department 181			7,352.22*
Total for Fund 61			9,151.83*
BURMEISTER ELECTRIC MAINTENANCE			17,745.71

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
	J. H. LARSON	MAINTENANCE	330.75
	Total for Department		18,076.46*
ELECTRIC	BORDER STATES ELECTR	MAINTENANCE	94.33
ELECTRIC	CITIZEN PUBLISHING C	ADVERTISING	380.00
ELECTRIC	CITIZEN PUBLISHING C	COMP SUPPORT	70.33
ELECTRIC	COLE PAPER INC.	SUPPLIES	90.35
ELECTRIC	COTTONWOOD CO TREASU	DISPATCHING	375.00
ELECTRIC	WASTE MANAGEMENT OF	HAUL GARBAGE	78.72
ELECTRIC	DAKOTA SUPPLY GROUP	MAINTENANCE	37.81
ELECTRIC	ELECTRIC FUND	MAINTENANCE	104.55
ELECTRIC	SUNSHINE FOODS	SUPPLIES	3.32
ELECTRIC	WINDOM AUTO VALU	MAINTENANCE	38.21
ELECTRIC	KDOM RADIO	ADVERTISING	227.40
ELECTRIC	LAMPERTS YARDS, INC.	MAINTENANCE	36.44
ELECTRIC	MCDONALD & SCHRAMEL	LEGAL FEES	47.50
ELECTRIC	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
ELECTRIC	MIDWEST WIRELESS	TELEPHONE	92.79
ELECTRIC	MN DEPT OF COMMERCE	ASSESSMENT	780.10
ELECTRIC	QUEST	TELEPHONE	55.21
ELECTRIC	MATT PARROTT & SONS	SUPPLIES	11.70
ELECTRIC	RETROFIT RECYCLING,	RECYCLING	402.21
ELECTRIC	RON'S ELECTRIC	MAINTENANCE	62.23
ELECTRIC	RUNNING'S SUPPLY	MAINTENANCE	18.48
ELECTRIC	HARLAND TECHNOLOGY S	MAINTENACE CONTRACT	175.56
ELECTRIC	SCHWALBACH HARDWARE	MAINTENANCE	11.17
ELECTRIC	STONER INDUSTRIAL, I	SERVICE	67.96
ELECTRIC	WERNER ELECTRIC	MAINTENANCE	653.81
ELECTRIC	DEPARTMENT OF ENERGY	POWER COST	52,298.94
ELECTRIC	WINDOM AREA DEVELOPM	INDUSTRIAL DEVELOPMENT	1,200.00
ELECTRIC	WINDOM READY MIX	MAINTENANCE	141.25
ELECTRIC	ZIEGLER, INC.	MAINTENANCE AGREEMENT	1,251.35
	Total for Department 182		58,812.50*
	Total for Fund 62		76,888.96*
SEWER	AUTOMATIC SYSTEMS CO	SERVICE	433.93
SEWER	BORDER STATES ELECTR	MAINTENANCE	53.57
SEWER	CALIFORNIA CONTRACTO	SUPPLIES	104.85
SEWER	CITIZEN PUBLISHING C	COMP SUPPORT	70.31
SEWER	COTTONWOOD CO TREASU	DISPATCHING	200.00
SEWER	WASTE MANAGEMENT OF	HAUL GARBAGE	79.09
SEWER	DAN'S OFFICE SUPPLY	SUPPLIES	26.63
SEWER	DEWAR ELECTRIC, INC	MAINTENANCE	260.00
SEWER	ELECTRIC FUND	MAINTENANCE	21.85
SEWER	IOWA JETTING & TELEV	SERVICE	652.00
SEWER	JIPFY-JR. PRODUCTS	SUPPLIES	215.02
SEWER	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.77
SEWER	MN VALLEY TESTING	TESTING	2,418.60
SEWER	QUEST	TELEPHONE	123.37

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
SEWER	MATT PARROTT & SONS	SUPPLIES	11.70
SEWER	PRAXAIR DISTRIBUTION	SERVICE	357.81
SEWER	RON'S ELECTRIC	MAINTENANCE	505.90
SEWER	RUNNING'S SUPPLY	MAINTENANCE	25.54
SEWER	HARLAND TECHNOLOGY S	MAINTENACE CONTRACT	19.95
SEWER	SCHWALBACH HARDWARE	MAINTENANCE	40.45
SEWER	SIOUX VALLEY ENVIRON	MAINTENANCE	518.87
SEWER	STAPLES OIL CO	FUEL	99.48
SEWER	WINDOM TOWING CO	TIRES	283.35
	Total for Department 183		6,528.04*
	Total for Fund 63		6,528.04*
ARENA	AMERIPRIDE LINEN CO	SERVICE	65.18
ARENA	BECKER ARENA PRODUCT	MAINTENANCE	255.07
ARENA	CARLSON & STEWART	MAINTENANCE	1,550.71
ARENA	COCA-COLA BOTTLING C	MERCHANDISE	157.50
ARENA	WASTE MANAGEMENT OF	HAUL GARBAGE	121.68
ARENA	DAN'S OFFICE SUPPLY	SUPPLIES	14.91
ARENA	E-Z SHARP	SUPPLIES	367.23
ARENA	FERRELLGAS	GAS	105.69
ARENA	HEARTLAND PAPER COMP	SUPPLIES	435.06
ARENA	A H HERMEL CANDY & T	MERCHANDISE	114.75
ARENA	WINDOM AUTO VALU	MAINTENANCE	79.51
ARENA	KDOM RADIO	ADVERTISING	70.00
ARENA	LAMPERTS YARDS, INC.	MAINTENANCE	37.70
ARENA	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.77
ARENA	MATT PARROTT & SONS	SUPPLIES	11.70
ARENA	RIEBELL SHOES, INC	SKATES	735.37
ARENA	RON'S ELECTRIC	MAINTENANCE	111.65
ARENA	R & R SPECIALTIES	MAINTENANCE	247.40
ARENA	RUNNING'S SUPPLY	MAINTENANCE	261.60
ARENA	HARLAND TECHNOLOGY S	MAINTENACE CONTRACT	19.95
ARENA	SCHWALBACH HARDWARE	MAINTENANCE	310.48
ARENA	STONER INDUSTRIAL, I	SERVICE	9.52
ARENA	COUNTRY PRIDE SERVIC	MAINTENANCE	52.00
ARENA	WINDOM READY MIX	MAINTENANCE	112.14
	Total for Department 184		5,252.57*
	Total for Fund 64		5,252.57*
	BANK MIDWEST	LOAN PAYMENT	4,000.00
	Total for Department		4,000.00*
ECONOMIC DEVELOPMENT	CITIZEN PUBLISHING C	ADVERTISING	251.00
ECONOMIC DEVELOPMENT	COTTONWOOD COUNTY LA	GARBAGE	20.00
ECONOMIC DEVELOPMENT	DAN'S OFFICE SUPPLY	SUPPLIES	390.66
ECONOMIC DEVELOPMENT	JUSTIN DERICKSON	SNOW REMOVAL	10.00
ECONOMIC DEVELOPMENT	EHLERS & ASSOC., INC	SERVICE	270.00
ECONOMIC DEVELOPMENT	HEARTLAND TECHNOLOGY	BILLING SYSTEM FIRE WALL	40.00

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ECONOMIC DEVELOPMENT	MCDONALD & SCHRAMEL	LEGAL FEES	323.00
ECONOMIC DEVELOPMENT	PAMIDA	SUPPLIES	14.30
ECONOMIC DEVELOPMENT	MATT PARROTT & SONS	SUPPLIES	11.70
ECONOMIC DEVELOPMENT	HARLAND TECHNOLOGY S	MAINTENACE CONTRACT	19.95
ECONOMIC DEVELOPMENT	LAMAR COMPANIES	SERVICE	325.00
ECONOMIC DEVELOPMENT	3D STRATEGIES INC	PROMOTIONS	3,500.00
	Total for Department 187		5,175.61*
	Total for Fund 67		9,175.61*
	GLOBAL GOV'T/EDUCATI	EQUIPMENT	315.53
	NATIONAL CABLE TV CO	EQUIPMENT	22,512.86
	Total for Department		22,828.39*
TELECOMMUNICATIONS	AT & T	USAGE CHARGES	35.00
TELECOMMUNICATIONS	BLACKBURN MFG. CO.	SUPPLIES	71.49
TELECOMMUNICATIONS	CITIZEN PUBLISHING C	COMP SUPPORT	210.93
TELECOMMUNICATIONS	WASTE MANAGEMENT OF	HAUL GARBAGE	70.20
TELECOMMUNICATIONS	E-911	MONTHLY 911 SERVICE	43.80
TELECOMMUNICATIONS	ELECTRIC FUND	MAINTENANCE	9.10
TELECOMMUNICATIONS	GODFATHER'S PIZZA	EXPENSE	21.56
TELECOMMUNICATIONS	HEARTLAND TECHNOLOGY	ISP PREPAY SUPPORT CONTR	1,500.00
TELECOMMUNICATIONS	HY-VEE FOOD STORE	MERCHANDISE	25.38
TELECOMMUNICATIONS	KDOM RADIO	ADVERTISING	88.00
TELECOMMUNICATIONS	LIFETIME MOVIE NETWO	SUBSCRIBER	30.00
TELECOMMUNICATIONS	MN TELECOM ALLIANCE	DUES	2,347.00
TELECOMMUNICATIONS	NEW STAR SALES & SER	COPIER MAINTENANCE	30.00
TELECOMMUNICATIONS	QWEST	TELEPHONE	263.03
TELECOMMUNICATIONS	ONVOY	BANDWIDTH BILLING	6,422.86
TELECOMMUNICATIONS	PAMIDA	SUPPLIES	14.23
TELECOMMUNICATIONS	MATT PARROTT & SONS	SUPPLIES	35.10
TELECOMMUNICATIONS	JEREMY ROLFES	SERVICE INTERNET	51.20
TELECOMMUNICATIONS	HARLAND TECHNOLOGY S	MAINTENACE CONTRACT	263.34
TELECOMMUNICATIONS	SCHWALBACH HARDWARE	MAINTENANCE	66.96
TELECOMMUNICATIONS	STONER INDUSTRIAL, I	SERVICE	38.14
TELECOMMUNICATIONS	WINDOM QUICK PRINT	CONNECTION	1,957.20
TELECOMMUNICATIONS	WOODSTOCK TELEPHONE	SERVICE	186.67
	Total for Department 199		13,781.19*
	Total for Fund 69		36,609.58*
	JOHNSON COUNTY COURT	PAYROLL DEDUCTION #CDDM0	1,302.00
	Total for Department		1,302.00*
	Total for Fund 70		1,302.00*
	Grand Total		337,774.73*



Minnesota Municipal Utilities Association

**City of Windom
Inspection for City Hall
December 5th 2007**

Inspections were completed at City Hall on December 5th 2007 by Barry Marcy, Eric Ward, and Jeff Becthold.

Basement area

1. Pipe coming out of ceiling in corner by shelving needs to be checked for asbestos.
2. Mold growing on walls

Council Room

1. Emergency light on south wall does not work

Boiler Room and storage room

1. Step ladder in furnace room is a type III or a residential use ladder when replaced in future replace with type II (commercial) or better.

Copier room – Emergency light needs an outlet to plug into.

Break room area- fire extinguisher need to be remounted, all fire extinguishers need to be inspected monthly (initial and date tags).

City Hall wide – Need to look at eliminating the use of two wire extension cords, (need grounded three wire style) also plugging extension cords into extension cords needs to be changed.

Garage

1. Need to Keep three foot minimum clearance in front of Electric Panel
2. Need to remove old gas can (non safety type with old stale gas) from city property.

Respectfully submitted,


Jeff Becthold

Regional Safety Coordinator



Leadership Conference for Experienced Officials

Building Public Confidence: Everyday Ethics for Minnesota Public Officials

Bloomington

Jan. 18-19, 2008

Registration fee:

\$210 (includes meals and materials)

Platinum-Level Sponsor:

RBC Dain Rauscher
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Learn to navigate through a sea of ethical uncertainties!

As a city official, you often face situations for which it's hard to find the right answer. Join Judy Nadler—former mayor of Santa Clara, CA and senior fellow at the Markkula Center for Applied Ethics at Santa Clara University—in exploring the fundamentals of government ethics and learning ways to navigate tough, ethical dilemmas through interactive exercises with your peers.

In just two days, your city team—city manager/administrator/clerk and elected officials—will:

- Gain a framework for ethical decision-making
- Work interactively in groups to create your own ethical solutions
- Learn from real-life ethical case studies
- Build camaraderie with your city colleagues
- Leave with a concrete plan for creating, strengthening, and maintaining a culture of ethics in your organization

As you and your city team explore the concept of ethics, you'll also develop a strong sense of camaraderie, gaining a firm foundation on which to build, strengthen, and maintain a culture of ethics.

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BRING YOUR TEAM!

This conference is for elected officials and top staff—city managers/administrators/clerks