

REMINDER – BUDGET PRESENTATION 7:00 P.M.

Council Meeting
Tuesday, December 7, 2010
City Council Chambers
7:00 p.m.



AGENDA

Call to Order

Pledge of Allegiance

1. Approval of Minutes
 - Budget Workshop and Council Minutes–November 16, 2010
2. Consent Agenda
 - Minutes
 - EDA Commission – November 15, 2010
 - Utility Commission – November 17, 2010
 - Community Center – November 22, 2010
3. Department Heads
4. License Application
 - Raffle - Windom Fire Department Relief Association
 - Liquor License
 - Renewal
 - Eagles Club
 - Phat Pheasant
 - Sun Bowl
 - China Restaurant – Wine License – Beer License
 - Revised License
 - Windom Community Center
5. Plum Creek Library Contract
6. Tree Commission Recommendation – Tree Planting Standards Revision
7. Windom Ambulance – Ag Star Fund Grant Agreement - Radios
8. LSS Senior Nutrition Program – Site Use Agreement
9. Stellar Billing Contracts
 - Utility Hosting and Billing
 - Telecommunications Billing
10. Regular Bills
11. Unfinished Business
12. New Business
13. Council Concerns



Adjourn

Preliminary

SPECIAL CITY COUNCIL – Budget Workshop
MINUTES
City Hall, Council Chamber
November 16, 2010
6:00 p.m.

1. Call to Order: The meeting was called to order by Mayor Kirby Kruse at 6:00 p.m.

2. Roll Call: Mayor: Kirby Kruse

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

Council Members Absent: None

City Staff Present: Steve Nasby, City Administrator; Brigitte Olson, Assistant City Administrator; Marv Grunig, Electric Utility Manager; Bruce Caldwell, Street & Park Superintendent and Al Baloun, Recreation Director

Public Present: Dirk Abraham

3. 2011 Budget Workshop – Review of Preliminary Budget

Mayor Kruse said that the presentations by the Departments were completed and the Council now needs to look at the capital requests and get to a proposed budget and tax levy for the December 7, 2010 public input meeting.

Nasby said the overall 2011 budget was built upon a 0% change from 2010. The State imposed levy limits allowed for a 1.68% increase, but with the inclusion of the rest of the levy limit formula Windom's levy limit was only about \$12,000 higher than last year or 0.08%. The limit; however, does not include debt service or the recapture of lost aid.

The amount of Local Government Aid (LGA) for 2011 is budgeted for \$1.1 million, which is about \$378,000 under the amount certified to the City by the State of Minnesota. The anticipated reduction of about 25% is due to the State's impending budget deficit and past history of LGA cuts from 2008 – 2010. If there are additional LGA cuts in December 2010 through unallotment or a larger cut in 2011 then adjustments will need to be made again.

The 2011 budget contains an opportunity for the Council to recapture lost 2010 State aid totaling \$321,001, which was included in the preliminary levy set in September, but may be reduced or eliminated in the final budget.

Nasby reviewed the General Funds, Special Revenue Funds and capital requests affecting the tax levy. The three large capital requests included the construction of a fire hall for \$2,000,000, replacement of a fire rescue truck for \$500,000 and a project at the Windom

dam for \$1,000,000. If any of these projects were to be approved the City would bond for them rather than use cash so Nasby showed a table with possible debt service amounts for the dam and fire hall. He said the one change in the proposed budget is that the \$40,000 for the roof repair at the Arena had been taken out as the damage was determined to be caused from the heavy snow and the insurance company was going to cover the repair.

Messer noted that if bond financing were used then there would not be a debt payment included in the 2011 budget. Nasby agreed and said the debt payment would start in 2012. Caldwell said that there is planning for a 2012 Street project as well so this needs to be considered when looking at possible bonding and debt payments.

Consensus of the Council was to remove the Fire Hall construction, dam project and rescue truck from the 2011 budget now and consider future bonding. By removing these items the 2011 budget would be 0.06% higher than last year. Nasby noted that this number does not include any 2010 State aids being recaptured.

Capital items left in the budget, subject to tax levy, included the following:

Library computers	\$1,200
Police – LEC Phone System	\$15,000
City Hall – HVAC Replacement	\$7,500
Community Center – Equipment Reserve	\$5,000
Airport – Capital Project Fund	\$30,000
Parks – Mower Replacement	\$16,000
Pool – Drop Slide	\$20,000

Caldwell said that there had also been damage to the insulation at the Street shop due to the September rains and the insurance company was going to pay for a portion of the insulation that needs to be replaced. He had spoken to contractors and they recommended against re-doing the insulation due to the leaking problems on the Street Shop roof. The Council discussed the situation and alternatives. Caldwell was directed to get some cost estimates and bring them to the December 7, 2010 meeting.

Council decided to leave the budget as is with the 0.06% levy change, which is \$1,565,042. After they get the cost estimates for the Street Shop roof they may fund that repair.

4. Adjourn:

Kruse adjourned the meeting by unanimous consent.

Meeting adjourned at 7:14 p.m.

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

Council Meeting
Windom City Hall, Council Chamber
November 16, 2010
7:30 p.m.

1. Call to Order: The meeting was called to order by Mayor Kruse at 8:05 p.m.

2. Roll Call: Mayor: Kirby Kruse

Council Members: Jean Fast, Corey Maricle, Robert Messer, Bradley Powers and JoAnn Ray

Council Members Absent: None

City Staff Present: Steve Nasby, City Administrator; Brigitte Olson, Assistant City Administrator; Marv Grunig, Electric Utility Manager; Bruce Caldwell, Street & Park Superintendent and Al Baloun, Recreation Director and Terry Glidden, Telecom

Public Present: Dominic Jones and Dirk Abraham

3. Pledge of Allegiance

4. Approval of Minutes:

Motion by Fast second by Ray, to approve the City Council minutes from November 2, 2010. Motion carried 5 – 0.

5. Consent Agenda:

Kruse said that minutes were received from the following Boards/Commissions:

- Park & Recreation Commission – November 8, 2010
- Library Board – November 9, 2010
- Street Committee – November 9, 2010
- Tree Committee – November 10, 2010

Motion by Maricle second by Fast, to approve the consent agenda. Motion passed 5 - 0.

6. Department Heads:

Marv Grunig, Electric Utility Manager, said that he had been involved with the placement of Christmas lights on the Court house for his 34 years of employment with the City and that the practice had been done prior to his tenure. The lighting of these lights and Santa coming to town on the Fire truck are part of the Windom Holiday traditions. Due to safety

concerns on placing the lights at the Court house this lighting is not planned for this year. It is a safety issue; however, all of the other activities and decorations done for the season will go ahead as in the past.

7. Public Hearing – Petition to Amend EDA Enabling Resolution:

Kruse opened the hearing at 7:35 p.m.

Nasby said the change in the enabling resolution pertains to the length of the EDA Commissioner's terms. State law says that the terms shall be six years and Windom's terms were only set at three years. The proposal is to amend the language on terms to be compliant with State law and to extend the terms of the current EDA commissioners so each serves six years.

Kruse asked for public comments. None were received.

Kruse closed the hearing at 7:37 p.m.

Council member Messer introduced the Resolution No. 2010-42 entitled "RESOLUTION AMENDING RESOLUTION #98-23, SECTION 5.C." and moved its adoption. The resolution was seconded by Maricle and on roll call vote: Aye: Fast, Maricle, Messer, Powers and Ray. Nay: None. Absent: None. Resolution passed 5 – 0.

8. Good Samaritan Society – Private Street Naming:

Nasby said that the Good Samaritan Society recently constructed a private drive on their property and this is part of a planned unit development. As it is not a public street the City Council does not have to take action, but this is an acknowledgement of the improvement. The name of the street is Hebbel Drive.

Messer said it would be in the public interest to have the City Council approve the request by the Good Samaritan Society.

Motion by Messer, seconded by Fast, to approve Good Samaritan Society's naming of Hebbel Drive. Motion carried 5 – 0.

9. Park Controlled Burn Request:

Caldwell said that the Windom Recreation Area park was seeded about five years ago with native grasses and prairie flowers. Now there are some weed issues and the area needs to have a controlled burn to get rid of the weeds and re-new the native grasses and flowers. The experts on prairies recommend a regular cycle of burning. This burning would now occur in spring 2011 as it is beneficial to burn in the spring. The fire department would handle the burn and use it as a training exercise for some of its members.

Motion by Powers, seconded by Ray, to approve the Parks Department to have a controlled burn in Spring 2011 for the Windom Recreation Area. Motion carried 5 – 0.

10. Tree Committee By-laws:

Lindsay Cartwright and Deb Polzine from the Tree Committee introduced themselves and noted that the other committee members are JoAnn Kaiser and Eldon Moon. Corey Maricle is the Council representative and technical advisors include Bruce Caldwell from the City of Windom and Dave Bucklin from the Cottonwood County Agricultural Services Office.

The Tree Committee is to aid and advise the City Council. As such, the Committee has started a tree inventory, identified sites for tree plantings, researched the impacts of emerald ash bores, purchased replacement trees, and started education programs.

The by-laws for the Tree Committee have been completed and are being recommended to the City Council for approval.

Motion by Powers, seconded by Maricle to approve the Tree Committee By-laws as presented. Motion carried 5 –0.

11. Personnel Committee Recommendations – Police Department

Messer said that the Personnel Committee and Civil Service Board were making the following recommendations:

- Accepting the resignation of Sergeant Bruce Toninato effective December 31, 2010.
- Promotion of Patrolman Kevin Patterson to Sergeant/Investigator effective February 7, 2011.
- Sergeant/Investigator Patterson to Grade 16, Step 10 of the Supervisory Pay Plan, effective 2-7-11
- Hire a Patrol Officer effective December 1, 2010.
- Placement of new Patrol Officer, Joshua Partlow, on Step 1 of the LELS union pay scale.
- Step increase for Officer Hillesheim from Step 1 to Step 5 of the LELS union pay scale effective January 1, 2011.

Motion by Messer, seconded by Powers to approve all of the recommendations as presented. Motion carried 5–0.

12. HP Suds, Inc: - Technical Services Contract:

Nasby said that Denise Houston has been providing the billing technical services for about three years and the agreement is for an extension of three years. This service provides the entire interface between the utility staff and Stellar billing, which includes all of the service information, meter reads and cost applications within the system software.

Motion by Messer, seconded by Fast to approve the contract between the City of Windom and HP Suds. Motion carried 5 – 0.

13. TKDA Airport Consultant – Professional Services Agreement:

Nasby said the FAA requires airports to review their professional services agreements every five years. The Airport Commission had sent out a Request for Proposals and received three responses. Reference checks and calls were made to other local and regional airports to gauge satisfaction with their consulting engineers. The Airport Commission is recommending that TKDA be engaged as the Windom Municipal Airport consulting engineers. Nasby said that the City Attorney had reviewed the contract and had two revisions.

Motion by Powers, seconded by Fast to approve the contract for professional services at the Airport with TKDA as revised. Motion carried 5 – 0.

14. Regular Bills:

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

15. Unfinished Business:

None

16. New Business:

None

17. Council Concerns:

Kruse reminded the public about the November 29th deadline for Mayor's Metal of Honor applications.

18. Adjourn:

Meeting was adjourned by unanimous consent at 7:54 p.m.

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

**ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
NOVEMBER 15, 2010**

1. Call to Order: The meeting was called to order by President Slette at 12:05 p.m.
2. Roll Call & Guest Introductions:
EDAWN Commissioners: Trevor Slette, Juhl Erickson, and Bob Messer.
Absent: Sally Larson and Corey Maricle.
Also Present: EDA Staff –Mary Hensen, Adm. Asst.; City Administrator Steve Nasby.
3. Approval of Minutes:
Motion by Commissioner Messer, seconded by Commissioner Erickson, to approve the Minutes of the EDA Special Meeting held on October 25, 2010. Motion carried 3-0.
4. Grocery Store Update: City Administrator Nasby and President Slette updated the Board concerning the status of contacts they have made. President Slette advised that he had been referred to Perkins Marketing Company of Northfield, Minnesota, which is an independent firm that conducts market studies and specializes in grocery store analysis. Perkins Marketing provided a quote outlining a scope of work together with a sample report. After further discussion and review of the materials provided by Perkins Marketing, the following action was taken.

Motion by Commissioner Erickson, seconded by Commissioner Messer, to retain Perkins Marketing Company of Northfield, Minnesota, for the sum of \$6,000.00 to conduct a market study focusing on grocery store analysis. Motion carried 3-0.
5. Recap of 2007-2010 Projects: The Board received a written recap, prepared by Aaron Backman, covering EDA projects beginning in 2007 through October, 2010.
6. Status of Projects/Prospects: City Administrator Nasby updated the Board concerning the current status of two prospects that had contacted or made presentations to the EDA in the last few months. He further advised that he plans to attend the next Community Venture Network (CVN) Meeting scheduled for December 10, 2010, in Bloomington. The EDA will be considering renewal of the CVN membership for 2011 in partnership with one or two neighboring cities.
7. Executive Director Search – Scheduling of Meetings: City Administrator Steve Nasby advised that the deadline for submission of applications for the position is Monday, November 29, 2010, at 5:00 p.m. Following discussion, it was the consensus of the Board that the entire Board should participate in the review of the applications and interview process, instead of appointing a committee. The Board will be provided with numbered copies of the applications and will convene on Thursday, December 2, 2010, at noon to select candidates for interviews. The Board tentatively set the week of December 6, 2010, for the initial interviews. Final scheduling will be made after the interview candidates have been contacted.
8. New Business: President Slette advised that Lisa Fredin has concluded her term as WADC Liaison to the EDA and thanked Lisa for her service. A new WADC liaison has been elected and will begin his term in December.

9. Miscellaneous Information

A. Monthly Budget Recap: The Board received copies of the monthly budget reports for September and October, 2010.

B. River Bluff Townhomes – Monthly Financial Report: The Board received copies of the financial reports provided by Van Binsbergen & Associates for the period ending September, 2010.

10. Adjourn: By consensus, President Slette adjourned the meeting at 1:02 p.m.

Trevor Slette, EDA President

Attest:

Steve Nasby, City Administrator

UTILITY COMMISSION MINUTES
City Hall, Council Chamber
November 17, 2010

Call Meeting to Order: The Utility Commission meeting was called to order at 10:00 a.m., on November 17, 2010 in the City Hall Council Chamber.

Members Present: Utility Commission Chairperson: Mike Schwalbach

Members Present: Chris Johnson and Keith Bloomgren

Member Absent: None

City Council Liaison: Absent

Steve Nasby, City Administrator; Brigitte Olson, Assistant City Administrator; Marv Grunig, Electric Utility Manager and Mike Haugen, Water/Wastewater Superintendent

Others Present: Craig Mueller, Dennis Johnson and Bob Piplin of Wenck Associates; Robert & Mary Hanson, Bob Christopherson, Richard and Charlotte Linscheid Bob Brown and Kelly Yahnke of Bolton Menk Associates; Steve Thompson, Larry Blaine and Tim Delf, CMMPA Officers

APPROVE MINUTES

Motion by Johnson, seconded by Bloomgren, to approve the October 12, 2010 minutes as presented. Motion carried 3-0.

WATER WASTEWATER ITEMS

Highway 60 & 71 Water main Relocation – Haugen addressed the commission telling them that the discussion would be the Highway 60 & 71 water main relocation, and inviting comments from the floor.

Christopherson said that he felt his assessment for the 60 & 71 water main relocation was high, as he did 100% of his own restoration and he presented a bill from Amundson Dig for the dirt work between the curb stop and his home. The Utility Commission directed staff to review invoices with Wenck Associates to resolve this issue.

Robert and Mary Hanson said that they believe that this relocation of the water main is beneficial to the City of Windom and not the individual property owners as they had City

water to begin with, Hanson also said that they pay water bills each month and that cost should be paying for relocating his water line. Hanson's asked what age the 3rd Avenue water main is, in comparison to the Hwy 60 & 71 main. Haugen said that the ages of both are about 40 years old. Hanson's also wondered if for some reason the 3rd Avenue main needed to be replaced in the near future, would they be assessed again. Schwalbach said they would not be charged from the curb stop to their property.

Dennis Johnson, Wenck Associates said in the past the City of Windom Utilities pays for the water main and the property owner pays from the curb stop to their property.

Richard Linscheid said that in other community's water service is furnish to the property, and he said this was an excessive amount to pay.

Nasby said the City of Windom would send out letters to property owners involved in this project for voluntary approval signatures, with a due date to be decided in January 2011.

Landfill Testing Results – Mueller reviewed the sampling events for Summer and Fall 2010. Mueller said that MW5A and MW9B were below .97 limits for vinyl chloride, and so on November 3, 2010 he recommended to Haugen to shut down the recovery system at the landfill site. He recommended to the Utility Commission that they should continue regular sampling events of the wells.

Motion by Johnson, seconded by Bloomgren to approve the report for submission to MPCA and the action taken to shut down the recovery well. Motion carried 3-0.

Main Lift Station – Haugen informed the Utility Commission that the Main Lift Station floor in the dry well has deteriorated since the flooding event in September 2010, and that he has two engineering firms that are interested in the engineering for a new main lift station.

Dennis Johnson, Bob Piplin and Craig Mueller, Wenck Associates presented the Utility Commission with information on their firm, and procedures that their firm would take in the modification of the Main Lift Station, and introduced Wenck Associates.

Bob Brown and Kelly Yahnke, Bolton & Menk spoke with the Utility Commission on how they see the Main Lift Station project to proceed, and indicated that they are very interested in the project.

Both Bolton & Menk and Wenck Associates indicated the possibility of receiving funding from PFA, and that they would do an assessment on costs to review the project.

The commission requested to have staff include in the project that information be provided on infiltration of storm sewer water which comes into the sanitary sewer main, and how that can be eliminated.

Toxicity Testing – Toxicity Reduction Evaluation – Bob Brown said that once they have determined where the toxicity is coming from they would sit down with that company and help them alleviate the situation.

ELECTRIC ITEMS:

Brookings County – Hampton CapX 345V Transmission Line Investment - Grunig introduced Steve Thompson, CEO, CMMPA, Larry Blaine, CFO, CMMPA and Tim Delf, Engineer, CMMPA, and gave them the floor. They reviewed with the Utility Commission the information from Central Minnesota Municipal Power Agency (CMMPA's) annual report that relates to the investment into the Brookings CapX project. Below are items reviewed by CMMPA's representatives:

- Reviewed the transmission Grid
- Co-Owners of the Grid – Investor owned
- Debt recovery and Excess Revenues from transmission
- Additional start up cost of 15% required
- Additional revenue needed on hand for operation, maintenance costs, and extenuating circumstances
- FERC Filing incentives
- Equipment Costs
- Hypothetical Capital Structure (50% equity / 50% debt)
- Off-set the cost of transmission
- Presented the Utility Commission with a copy of the proposed Resolution to show intent to participate in the development and investment in the project.

Schwalbach asked if the fluctuation of supply and demand in the future was taken into account in the revenue that can be captured.

Blaine said that it was not directly figured but did not feel that was an issue.

Johnson said that he thought the project seemed that it would be a good one, but was willing to listen to the committees input.

The Utility Commission did not want to make a decision at this meeting, but would discuss the investment at the next meeting.

Transmission Costs To Date – Grunig presented the Utility Commission with data outlining the cost per/mwh of transmission from 2003 – 2010. This report indicated that transmission is getting to be as costly as the actual purchase of power, and that an investment into Brookings CapX project would help off-set that cost and protect against the high cost of future transmission.

EPA RICE Generator Emissions Standards / Improvements – Grunig showed the Commission specifications on the three (3) generators and said the Ziegler Equipment has done an assessment on the generators to identify the needs to get these generators into EPA Regulations with Reciprocating Internal Combustion Engine (RICE) regulations. Grunig said that the budgeted cost for this project will be \$200,000.00.

2008 South Windom / Alliant Energy Substation Project Discussion – Grunig said that the City of Windom purchased a 69 kV breaker and related equipment as part of the Alliant Transmission Project in 2008, valued at \$172,687.24. However since that time he has not been given a key to get into the building, hasn't had any training on the facilities, and has not received warranty information or documents. International Transmission Company (ITC) is now the owner of the facility and they are willing to purchase this asset, and are asking if the Utility Commission would like to sell the 69 kV breaker and related equipment.

The Utility Commission was in agreement to sell the 69k breaker and related equipment at today's replacement cost, and directed staff to investigate further.

Chris Johnson left meeting at 1:00 p.m.

WATER WASTEWATER ITEMS: continued

Water Rates – Nasby reviewed the information in the packet, informing the Utility Commission that in the example provided he has eliminated the 300 cubic feet of water that is free in the present rate structure, and lower the minimum charge from \$12.13 to \$10.00 per month. The charge per 100 cubic feet of \$2.48 for users less than 1500 cubic feet would be unchanged as would the \$2.76 per 100 cubic feet charge for water used over 1500 cubic feet.

General consensus of the Commission was to table the discussion for the next meeting when the full commission is available for the discussion, and staff was directed to re-run the statistics leaving the minimum at \$12.13.

Water/Wastewater Staffing Discussion – Haugen said that in the packet were time sheets that showed a log of what time is spent doing each job by Water / Wastewater staff. Haugen said that he is understaffed, and the department is unable to do some of the jobs required. Haugen also said that Jeff Christians (new employee) is doing an excellent job, however it will still take him 4-5 years to be licensed equal to Kevin Stevens.

The Utility Commission would like to continue logging their time and resume discussion on staffing at the next meeting.

Main Lift Station – Haugen requested direction on determining an engineer for the reconstruction of the Main Lift Station.

Schwalbach and Bloomgren said that they would like to resume discussion when a full Commission is present.

Highway 60 & 71 Water Main Relocation – Schwalbach and Bloomgren directed Haugen and Mueller to determine if Bob Christopherson paid for any services that have been duplicated towards the project.

Nasby said that he would send out letters to the property owners involved in the water main relocation project for voluntary commitments to that project with a January 2011 date.

REGULAR BILLS

Motion by Bloomgren, seconded by Schwalbach, to approve the Wenck Associates bill in the amount of \$1,599.00. Motion carried 2-0.

OLD BUSINESS

None

NEW BUSINESS

None

On motion the meeting was adjourned at 1:30 p.m.

Mike Schwalbach, Utility Comm. Chairperson

Attest: _____
Steve Nasby, City Administrator

Community Center Commission Minutes
Monday November 22, 2010

1. Call to Order: The meeting was called to order by President Wayne Maras at 5:41 p.m.

2. Roll Call: President: Wayne Maras
CC Director: Brad Bussa
Commission Members: Dick Jeffrey
Kelly Woizeschke
Hilary Mathis
Commission Liaisons: Corey Maricle-Absent
Bruce Caldwell-Absent
Jo Ann Ray-Absent
EDA Director:

3. Approval of Minutes:

Motion by Dick Jeffrey, seconded by Hilary Mathis, to approve the October 25, 2010 Community Center Commission Minutes. Motion carried 4-0

4. Additions to the agenda:

a. Nothing new to report.

5. Correspondence:

a. All Correspondences were very good.

6. President's Report:

a. Nothing to report.

7. Director's Report:

- a. Rates- No change in rates at this time.
- b. Policy Updates- Commission discussed Winter Weather Policy- no changes from last year.
- c. Liquor Policy- Discussed wage scale, job description, and letter to customers letting them know.
Commission discussed liquor set up fees with small groups of 25-50 people and what to charge. Discussion tabled until it becomes relevant.

8. Resource Management:

Schedule of Events: Co-Ed Volleyball starts soon and many weddings already booked
Income & Expense: Things are looking good and on track for this time of year.

9. Miscellaneous:

a. Nothing to report

10. Open Forum: Nothing to report

11. Next Meeting: Monday December 27, 2010 at 5:30pm.

Adjourn:

Motion by Hilary Mathis, seconded by Dick Jeffrey, to adjourn the meeting at 6:27 pm. Motion carried 4-0.

Wayne Maras, WCC President

Attest: _____
Brad Bussa, WCC Director

Hilary Mathis, WCC Secretary

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
 - conducts lawful gambling on five or fewer days, and
 - awards less than \$50,000 in prizes during a calendar year.

Application fee for each event If application postmarked or received:	
less than 30 days before the event \$100	more than 30 days before the event \$50

ORGANIZATION INFORMATION

Organization name: WINDOOM Fire Department Relief Association Previous gambling permit number: X-34764-10-001

Type of nonprofit organization. Check one.
 Fraternal Religious Veterans Other nonprofit organization

Mailing address: P.O. Box 189 City: WINDOOM State: MN Zip Code: 56101 County: Cottonwood

Name of chief executive officer (CEO): Kevin Gotto Daytime phone number: 712-259-2098 Email address: Kgotto@partnersadvantage.com

Attach a copy of ONE of the following for proof of nonprofit status. Check one.

- Do not attach a sales tax exempt status or federal ID employer numbers as they are not proof of nonprofit status.
- Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.
 Don't have a copy? This certificate must be obtained each year from:
 Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803
 - IRS income tax exemption [501(c)] letter in your organization's name.
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.
 - IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
 If your organization falls under a parent organization, attach copies of both of the following:
 a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 b. the charter or letter from your parent organization recognizing your organization as a subordinate.
 - IRS - proof previously submitted to Gambling Control Board
 If you previously submitted proof of nonprofit status from the IRS, no attachment is required.

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted (for raffles, list the site where the drawing will take place)
WINDOOM Community Center

Address (do not use PO box): 1750 Cottonwood Lake Dr. City: WINDOOM Zip Code: 56101 County: Cottonwood

Date(s) of activity (for raffles, indicate the date of the drawing)
April 16TH, 2011

Check the box or boxes that indicate the type of gambling activity your organization will conduct:
 Bingo* Raffles Paddlewheels* Pull-Tabs* Tipboards*

* Gambling equipment for pull-tabs, bingo paper, tipboards, and paddlewheels must be obtained from a distributor licensed by the Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors, or call 651-639-4000.

Also complete
Page 2 of this form.

Print Form

Reset Form

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

If the gambling premises is within city limits, a city official must check the action that the city is taking on this application and sign the application.

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- The application is denied.

Print city name _____
 On behalf of the city, I acknowledge this application.

Signature of city official receiving application

Title _____ Date ____/____/____

If the gambling premises is located in a township, a county official must check the action that the county is taking on this application and sign the application.
A township official is not required to sign the application.

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print county name _____
 On behalf of the county, I acknowledge this application.
 Signature of county official receiving application

Title _____ Date ____/____/____

(Optional) TOWNSHIP: On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within township limits. [A township has no statutory authority to approve or deny an application [Minnesota Statute 349.166]]

Print township name _____

Signature of township official acknowledging application

Title _____ Date ____/____/____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the date of our gambling activity.

Chief executive officer's signature Keri Hatt Date 11/17/10

Complete a separate application for each gambling activity:

- one day of gambling activity,
- two or more consecutive days of gambling activity,
- each day a raffle drawing is held

Send application with:

- a copy of your proof of nonprofit status, and
- application fee for each event.

Make check payable to "State of Minnesota."

To: Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Financial report and recordkeeping required

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us. Within 30 days of the activity date, complete and return the financial report form to the Gambling Control Board.

Print Form

Reset Form

This form will be made available in alternative format (i.e. large print, Braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information requested; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If you supply the information requested,

the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data are available to: Board members, Board staff whose work requires access to the

information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this Notice was given; and anyone with your written consent.



Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

444 Cedar Street, Suite 222

St. Paul, MN 55101

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 12/31/2010# 1517
City/County where license approved. Windom

Licensee Name FOE Aerie 3891

Trade Name

Eagles Club

Licensed Location address

821 4th Ave

City, State, Zip Code

Windom, MN 56101

Business Phone

507/831-3891

LICENSE FEES: Off Sale \$

On Sale \$

Sunday \$

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 cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
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 will be kept in effect during the 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: [Signature] DOB _____ SS# _____ Date 11/22/10

(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 [Signature] Date 11/22/10

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

Police/Sheriff Signature [Signature] Date 11/22/10

(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.



Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

444 Cedar Street, Suite 222

St. Paul, MN 55101

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 12/31/2010# 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 cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
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 will be kept in effect during the 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 [Signature] DOB 11-14-1960 SS# 473-82-9063 Date 11-17-2010
(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 [Signature] Date 11-19-10
(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.)

Indicate below changes of corporate officers, partners, home addresses or telephone numbers:

0

Indicate below any interest whatsoever, directly or indirectly in other liquor establishments:

0

Report below details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses, fines or other penalties, including Liquor Control Penalties):

Employee sold to minors on sting after carding and doing the math wrong on 3-14-07

Charged in January 5 or 6 of 2008 and found not guilty in April of 2009 of serving a minor

Report below details involving any license rejections or revocations:

Employee failed a sting on 3-14-07 and we were closed for five (5) days and paid a fine of \$2000

Closed for five (5) days and paid \$1000 for allegation of offense in 2003 on October 19th

City/County Comments:



Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

444 Cedar Street, Suite 222

St. Paul, MN 55101

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 12/31/2010 # 6776
City/County where license approved. Windom

Licensee Name Porath, Gordon

Trade Name

Sunbowl

Licensed Location address

111 1st Ave S

City, State, Zip Code

Windom, MN 56101

Business Phone

507/831-4250

LICENSE FEES: Off Sale \$

On Sale \$

Sunday \$

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 cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
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 will be kept in effect during the 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 5/30/48 SS# 475-56-1345 Date 11-18-10
(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. Shupey Date 11-19-10
(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.)

Indicate below changes of corporate officers, partners, home addresses or telephone numbers:

Indicate below any interest whatsoever, directly or indirectly in other liquor establishments:

Report below details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses, fines or other penalties, including Liquor Control Penalties):

Report below details involving any license rejections or revocations:

City/County Comments:



Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

444 Cedar Street, Suite 222

St. Paul, MN 55101

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 12/31/2010 # 8682

City/County where license approved. Window

Licensee Name Zhou, Yi-Xiang

Trade Name

China Restaurant

Licensed Location address

302 10th St

City, State, Zip Code

Window, MN 55101

Business Phone

507/831-5998

LICENSE FEES: Off Sale \$

On Sale \$

Sunday \$

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 cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
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 will be kept in effect during the 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 OB 9/30/54 SS# 197722071 Date 11/5/10

(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 [Signature] Date 11-5-10

(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.)

Indicate below changes of corporate officers, partners, home addresses or telephone numbers:

Indicate below any interest whatsoever, directly or indirectly in other liquor establishments:

Report below details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses, fines or other penalties, including Liquor Control Penalties):

Report below details involving any license rejections or revocations:

City/County Comments:



BEER LICENSE APPLICATION

Name of Applicant: China Restaurant

Home Address: 302 10th St

Business in connection with which the proposed license will operate:

Address of Business: 302 10th St

Minnesota Tax ID #: 4867817

Applicant is (Owner), (Operator)

Name and address of Manager (if applicable) zi yi 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

Date: 11 / 5 / 10

** 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 _____





Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
 444 Cedar Street, Suite 222, St. Paul, MN 55101-5133
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:
 1) City issued on sale intoxicating and Sunday liquor licenses
 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Windom License Period From: 1/1/2011 To: 12/31/2011

Circle One: New License License Transfer _____ Suspension Revocation Cancel _____
(former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee: \$2,000 Sunday License fee: \$ 200 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____

Licensee Name: Windom Community Center DOB _____ Social Security # _____
(corporation, partnership, LLC, or Individual)

Business Trade Name Windom Community Center Business Address 1750 Cottonwood City Windom
Lake Drive

Zip Code 56101 County Cottonwood Business Phone 507-831-6149 Home Phone _____

Home Address 1750 Cottonwood Lake City Windom Licensee's MN Tax ID # 8026129
(To Apply call 651-296-6181)

Licensee's Federal Tax ID # 41-6005647
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Municipality

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
(Partner/Officer Name (First Middle Last))	DOB	Social Security #	Home Address
Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: _____ Policy # _____

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature [Signature] City Administrator Date 11-16-10
(title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at www.dps.state.mn.us.

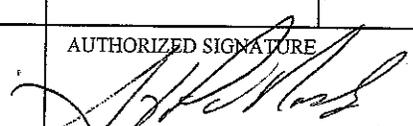


DEPARTMENT OF PUBLIC SAFETY
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
444 Cedar Street Suite 222
St. Paul, MN 55101-5133
Phone (651) 201-7507 TDD (651) 282-6555
Fax (651) 297-5259

CARD NUMBER

(Office Use Only)

APPLICATION FOR RETAILER'S (BUYER'S) CARD FOR LIQUOR AND WINE
PLEASE RETURN THIS APPLICATION WITH FEE \$20.00

ISSUING AUTHORITY City of Windom	TYPE CODE ONSS	BUYER'S CARD EXPIRES 12/31/2011	IDENTIFICATION #
PRINT NAME OF LICENSEE (AS SHOWN ON LICENSE) Windom Community Center		BUSINESS NAME (DBA) Windom Community Center	
BUSINESS ADDRESS 1750 Cottonwood Lake Drive		COUNTY Cottonwood	BUSINESS PHONE 507-831-6129
CITY, STATE, ZIP CODE Windom, MN 56101		AUTHORIZED SIGNATURE 	

PS 9135 (12/09)

RESOLUTION #2010-

INTRODUCED:

SECONDED:

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

RESOLUTION IN SUPPORT OF THE PLUM CREEK LIBRARY SYSTEM AGENCY AGREEMENT

WHEREAS, it is the official state policy to encourage planning and development of public services on a regional level; and

WHEREAS, the City of Windom operates public library services under the provisions of Minnesota Statutes, Section 134.09 through 134.15, and Chapter 471; and

WHEREAS, the City of Windom a member library, approved a library service agency contract dated May 28, 1974, which crated the public library service known as Plum Creek Library System; and

WHEREAS, the member libraries mutually agreed that a regionally-supported library service agency is of great benefit to all of the existing public library services and has a strong potential for extending public library services into areas presently lacking such services; and

WHEREAS, certain matters not covered by the original library service agency contract and new laws and regulations which have been enacted make it advisable that the contract of January 1, 2001, which replaced the original contract of May 28, 1974, be amended; and

WHEREAS, a proposed Plum Creek Library System Agency Contract has been prepared and it is in the best interest of the citizens of Windom that such agency contract be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the Windom City Council, acting on behalf of the library governing board and as the city funding authority, approves amendment of the existing agency contract, approves the proposed Plum Creek Library System Agency Contract, and authorizes execution of this contract by the Mayor and City Administrator.

Adopted by the Council this 7th day of December, 2010.

Kirby G. Kruse, Mayor

Attest: _____
Steven Nasby, City Administrator

PLUM CREEK LIBRARY SYSTEM AGENCY CONTRACT

This contract made this _____ day of _____, 20 _____, by and between the following named library boards of public libraries, hereafter called parties of the first part, such parties of the first part being as follows, to-wit:

Governing Boards of Member Libraries

Edgerton Public Library, (Formerly Runals Memorial Library – Edgerton)

Fulda Memorial Library

Ivanhoe Public Library

Jackson County Library

Lake Benton Public Library

Lamberton Public Library

Marshall-Lyon County Library

Meinders Community Library (Pipestone)

Minneota Public Library

Morgan Public Library

Mountain Lake Public Library

Nobles County Library (Worthington)

Redwood Falls Public Library

Rock County Community Library (Luverne)

Slayton Public Library

Tracy Public Library

Wabasso Public Library

Westbrook Public Library

Windom Public Library

Revised 2010

Approved by Governing Board

10-20-2010

And the following named Counties of the State of Minnesota, hereinafter called parties of the second part, such parties of the second part being as follows, to wit:

Counties with Library Tax Levy and, in some cases, Library Board Governance duties

Cottonwood County

Jackson County

Lincoln County

Lyon County

Murray County

Nobles County

Pipestone County

Redwood County

Rock County

And the following named cities or towns of the State of Minnesota, hereinafter called parties of the third part, such parties of the third part being as follows, to wit:

Cities responsible for levying a separate tax for public library services and, in some cases,

Library Board Governance.

Edgerton, Fulda, Ivanhoe, Jackson, Lake Benton, Lamberton, Marshall, Minneota, Morgan, Mountain Lake, Pipestone, Redwood Falls, Slayton, Tracy, Tyler, Wabasso, Westbrook, and Windom.

WHEREAS, it is official state policy to encourage planning and development of public services on a regional level; and

WHEREAS, each of the parties of the first part operate public library services in their respective service areas under the provision of Minnesota Statutes, Sections 134.09 through 134.15, and Chapter 471 and

WHEREAS, this Library Service Agency contract is authorized under the provisions of Minnesota Statute Sections 134.11 and 124.12, Subd. 2; and

WHEREAS, the parties of the first part by a library service agency contract dated May 28, 1974, did create the public library service known as Public Creek Library System.

WHEREAS, the parties are mutually agreed that a regionally supported library service agency is of great benefit to all of the existing public Library services and has a strong potential for extending public library services into areas presently lacking such services, and

WHEREAS, certain matters not covered by the original library service agency contract and which should be so covered have come to the attention of the parties herein and certain new laws and regulations have been enacted so that the parties hereto deem it advisable that the contract of January 1, 2001, which replaced the original contract of May 28, 1974, be amended,

NOW, THEREFORE, it is agreed by and between the parties that the existing Plum Creek Library System Agency Contract be amended in its entirety to provide as follows:

I. GOVERNING BOARD

A. MEMBERSHIP

The Governing Board of the Plum Creek Library System shall consist of two representatives from each signatory county. Both representatives shall be appointed by the Boards of County Commissioners. One representative shall be a County Commissioner. The second representative shall be chosen from among the board members of the participating libraries in accordance, if applicable, with any local agreements between a county and the respective cities or library boards within that county.

B. TERM OF OFFICE

The term of office shall follow MN statute Section 134.20. Counties shall confirm commissioner appointments annually.

The membership shall be such that an approximately equal number of terms shall be expiring each year. No Plum Creek Library System Governing Board member shall serve for more than three consecutive three-year terms (nine consecutive years). Any Governing Board member who has served a full nine consecutive years may return to the Board after at least one year of non-membership. In the event any Governing Board member shall cease to be a member of a local or county library board, said Governing Board member shall resign and a replacement shall be appointed by the appropriate county for the remainder of the term.

County Commissioners shall appoint an alternate for each appointed representative (county commissioner or citizen member). The alternate shall have the full authority of the appointed representative when substituting at PCLS Governing Board meetings.

C. DUTIES OF GOVERNING BOARD

1. MEETINGS

The Board of Trustees shall be the Governing Board of the Plum Creek Library System and shall hold regular meetings at such time and place as the Board may determine. These meetings shall be open to the public, and the approved Minutes of these meetings shall be made available to the public on request. The chairperson of the Governing Board or any five board members may call a special meeting by giving at least ten (10) business days notice to all members; and the Board may hold special meetings at any time by unanimous consent, with due public notification as outlined in Chapter 13D (open meeting law) of the Statutes of the State of Minnesota.

2. ANNUAL MEETING

The Governing Board of the Plum Creek Library System shall hold an annual meeting. The meeting date and location shall be determined annually. This meeting will be a combined meeting of the Governing Board and the Advisory Council of Library Directors.

3. OFFICERS

Prior to each new calendar year, the Governing Board of the Plum Creek Library System shall elect a vice-chairperson/chair elect, a treasurer, and a secretary. These officers and the immediate past chair, meeting together, shall constitute the Executive Board, and shall be empowered by the Governing Board to transact business on occasions when the full Board is unable to meet for any reason. Actions by the Executive Board must be ratified by the

entire Board at its next regular meeting. Nothing in the Executive Board's action shall limit the Governing Board's action on any issue.

**D. SPECIFIC AUTHORITY OF THE PLUM CREEK LIBRARY SYSTEM
GOVERNING BOARD**

The Governing Board shall have the authority to carry on and transact all business on behalf of the Plum Creek Library System, including specifically the following:

1. ACCEPTING FUNDS

The Plum Creek Library System Governing Board shall have the authority to accept any county, local, state or federal funds made available to the regional library agency and any funds paid to it by participating libraries, to disburse such funds for the benefit of library service in the region according to such rules and regulations as may cover the use of county, local, state and federal funds, and as are adopted by the Governing Board. The Board shall also have the authority to accept funds from foundations and other grant sources, and donations from individuals or groups.

2. PERSONNEL

The Plum Creek Library System Governing Board shall appoint a qualified system director and other system staff as necessary, establish the compensation of system employees, and remove any system employee for cause. The Plum Creek Library System Governing Board shall have no authority over any participating library personnel. However, the Governing Board may agree to accept responsibility for library personnel as requested by member (or participating) library boards.

3. CREATING AN ADVISORY COUNCIL

The Governing Board shall create an Advisory Council of Library Directors consisting of the head librarian/director (or a designated alternate) from each participating library. It shall be the function of the Advisory Council to send recommendations for governance and policy changes, and any other recommendations the Advisory Council believes will require Governing Board action via the Regional Library Director to the Governing Board.

4. PROJECTS AND PROGRAMS

The Plum Creek Library System Governing Board, with the advice and assistance of the Advisory Council of Library Directors, may develop a variety of mutually beneficial projects. Plum Creek Library System will offer them to the participating libraries, either as free services paid for by Plum Creek funds, or as a special service for which the libraries requesting the service will provide reimbursement for all expenses incurred by the system in providing for the service. Among such projects may be specific services that anyone or any group of libraries may perform for other participating libraries, and for which the System Governing Board reimburses the library performing such services. Nothing in this contract shall prevent the System Governing Board from contracting for system services with a participating library or libraries or with other service providers including other regional library systems.

5. BY-LAWS

The Plum Creek Library System Governing Board at any regular or special meeting may, by a majority vote of the board membership, establish, amend or repeal By-

laws as may be appropriate to its needs from time to time. The By-laws shall be reviewed at least once every three years by the full Governing Board.

6. REVIEW OF CONTRACT

This contract shall be reviewed every five years or as judged necessary by the Governing Board or a majority of the signatories.

II. RIGHTS AND RESPONSIBILITIES OF THE FIRST PART.

A. Each of the parties of the first part agrees to share its library materials for resource sharing, reciprocal borrowing and inter-library loan according to policies and practices, e.g., circulation policy, patron data privacy established by Plum Creek Library System Governing Board or by state or federal laws or regulations.

B. Each of the parties of the first part agrees to strive for consistently excellent library service by providing at least the following requirements and other requirements as set by the Governing Board.

1. Open to the public at least 20 hours per week
2. Use of the Dewey Decimal System
3. Distribution and recognition of the Plum Creek Library card

C. Each of the parties of the first part agrees that it will charge a non-resident fee to any patron who does not live or own property in an area which either belongs to the Plum Creek Regional Library System, or has a reciprocal contract with the Plum Creek System. The amount of such fee will be fixed from time to time by the Governing Board of the System.

III. RIGHTS AND RESPONSIBILITIES OF PARTIES OF THE SECOND PART.

A. Each of the parties of the second part agrees that it will provide at least the State-Certified Level of Library support certified annually by the State Library Agency of the Department of Education or successor agency. The Plum Creek Library system Governing Board may accept county funds and redistribute the funds according to formulas established by the counties. Plum Creek will provide informational support for county distribution formula development as requested.

B. The Counties may request documentation of statistics for circulation, programming, or any other aspect of the business of the Plum Creek Library System.

C. The Plum Creek Library System shall provide an annual report to each party.

IV. RIGHTS AND RESPONSIBILITIES OF PARTIES OF THE THIRD PART

A. Each of the parties of the third part agrees that it will provide at least the State-Certified Level of Library support certified annually by the State Library Agency of the Department of Education or successor agency. The amount contributed to the library from the County in the form of County Aid to provide services to county rural residents shall not be considered a part of the City's contribution from the City.

B. It is further agreed that in no event will the State-Certified Level of Library Support by any System Signatory in any year be an amount less than that provided for in Minnesota Statute Section 134.34 Subd. 4.

C. Should any member not meet the requirements of this subsection, such member will not be eligible to participate further in the system and benefit from its services.

Revised 2010

Approved by Governing Board

10-20-2010

D. Notwithstanding any other provisions of this contract, it is understood that in order to be eligible for grants and aid that the Plum Creek Library System must abide by rules and regulations of the State Library Agency of the Department of Education or successor agency, and it is agreed that the system and its members will be subject to all local, state, and federal rules and regulations now existing or hereafter established.

V. NEW MEMBERS

Public libraries may enter into this contract as parties of the first part by concurrence, and benefit from its services, under such mutually satisfactory terms may be set by the Plum Creek Library System Governing Board. Library Board members from new member libraries shall be equally as eligible as existing members to serve on the System Governing Board.

VI. WITHDRAWAL

Any library which is one of the parties of the first part to this contract may withdraw from participation upon eighteen (18) months written notice to the Governing Board, without affecting other parties, subject, however, to the regulation that no one of the parties of the first part nor any new member can withdraw prior to at least three full years of participation from the last date of contract signing by all parties.

VII. TERMINATION CLAUSE

The Plum Creek Library System Governing Board can terminate membership if terms of this contract are violated or if responsibilities are not met. The Board shall create a process for review of terms of this contract and shall be the final determiner of termination actions. All parties agree to abide by the Board's process and decisions regarding termination of membership

Revised 2010

Approved by Governing Board

10-20-2010

for failure to meet terms and responsibilities of membership as outlined in this document and as interpreted by the decision of the Board.

VIII. DISSOLUTION

A. This contract may be dissolved by the mutual consent of the parties under the following provisions.

1. By creating and/or designating a successor regional library system under the provisions of Minnesota law, and turning functions and assets of the Plum Creek Library System Governing Board over to such successor organization, or

2. Upon written notification to the State Library Agency of the Department of Education or successor agency, which administers state aid to public libraries, no later than December 31 of the year prior to the end of the state fiscal year for which they have received aid funds provided by said office; and providing said office with a plan for disposition of assets acquired with aid funds.

Resolution in Support of the Plum Creek Library System Agency Agreement

PLUM CREEK LIBRARY SYSTEM AGENCY AGREEMENT

NOW, THEREFORE, it is resolved that the Windom City Council acting as the library governing board (party of the first part) and city funding authority agrees to the Plum Creek Library System Agency Agreement and by executing this contract on the day and year indicated signifies agreement by and between the parties that the existing Plum Creek Library System Agency Contract be amended in its entirety.

IN TESTIMONY WHEREOF, the Windom City Council acting as the library governing board (party of the first part) and city funding authority has executed this contract on the _____ day of _____ (Month), 2010.

Signature
Chairperson of the Windom City Council



City of Windom Staff Report

To: Mayor and Windom City Council
From: Tree Commission
Date: December 3, 2010
Council Meeting Date: December 7, 2010
Item Title/Subject: REVISION OF TREE PLANTING STANDARDS

Section 7.06 of the Windom City Code provides that the City shall have control and supervision of planting trees upon, or overhanging, all streets and other public property, which includes boulevards. This section also provides that the City will establish and enforce uniform standards relating to species of trees to be planted, placement, maintenance and removal.

On June 1, 1982, the City Council adopted Resolution #17-82 which established these standards. (Attached is a copy of Resolution #17-82.) Since that time, changes have occurred concerning the permit process, the types of trees which are not susceptible to pests, and the approved planting standards. Thus, it is necessary to update the tree planting standards and amend Resolution #17-82.

The Windom Tree Commission has prepared proposed revisions to the standards and recommends adoption of these revised standards. Attached is a proposed Resolution which incorporates the revised tree planting standards.

Requested Action: Adopt the Resolution Amending Resolution #17-82 ("Tree Planting Standards").

Thank you.

Respectfully submitted,

Windom Tree Commission

mh

RESOLUTION # 2010-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

CITY OF WINDOM

RESOLUTION AMENDING RESOLUTION #17-82
("TREE PLANTING STANDARDS")

WHEREAS, Resolution #17-82, entitled "A RESOLUTION SETTING STANDARDS FOR THE PLANTING OF SHRUBS AND TREES UPON, OR OVERHANGING, ALL STREETS AND OTHER PUBLIC PROPERTY (BOULEVARDS), was adopted by the Windom City Council on June 1, 1982; and

WHEREAS, it is necessary that the standards for the planting of trees on public property (boulevards), adopted in said resolution, be amended (1) to update the provisions for required permits and approved planting standards, and (2) to revise the approved list of "street trees" due to past and impending tree infestations; and

WHEREAS, the Windom Tree Commission has submitted a proposed revision of the standards and recommends adoption of these updated standards; and

WHEREAS, it is in the best interests of the citizens of Windom that Resolution #17-82 be amended as set forth herein.

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

1. RESOLUTION #17-82 IS HEREBY AMENDED BY DELETING PARAGRAPHS NUMBERED 1. THROUGH 12. IN THEIR ENTIRETY AND REPLACING THEM WITH THE FOLLOWING LANGUAGE:

1. Definitions:

a. Boulevard: A "boulevard" is the portion of the road right-of-way that is located between the edge of the road surface and the property line of adjacent private property, including the sidewalk or area reserved for sidewalk. The width of the boulevard varies depending upon the right-of-way designated for each particular roadway and the width of the road surface. The most common boulevard width is seventeen (17) feet. Inquiries concerning the width of a particular boulevard are directed to the City Street Department or Building & Zoning Office.

b. Street Trees: "Street Trees" are the trees situated in the boulevards on each side of all streets, avenues, and roadways within the City of Windom.

2. Permit to Plant or Remove Trees: No person shall plant or remove trees from the boulevards in the City of Windom without first obtaining a permit issued by the City. The Application form can be obtained at the Building & Zoning Office in City Hall or from the City of Windom's website (www.windom-mn.com). The permit will be issued free of charge. Failure to obtain the required written permit, prior to planting or removing a street tree, is a misdemeanor.

3. Street Tree Species: The following list constitutes the official "Street Tree" species for the City of Windom. No species, other than those included in this list, may be planted as Street Trees without the written permission of the Tree Commission or the Street/Parks Superintendent.

Small Trees:

Flowering Crab Trees
Ornamental Pear

Tall Trees:

Freemanii Maples (several varieties)
Hackberry
Seedless Honey Locust
Linden
Elms (Dutch Elm Disease-resistant)
Gingko Seedless

Such trees shall be not less than five (5) feet in height at the time of planting.

4. Prohibitions on Plantings: No bushes, shrubs, or hedges shall be planted on any boulevard. No person shall plant a boulevard tree within five (5) feet of the property line of an adjacent property owner.

5. Spacing: The spacing of street trees shall be in accordance with the two size classes listed in No. 3 of these standards. No trees may be planted closer together than the following specifications:

Small Trees – 30 Feet Large Trees – 40 Feet,

except in special plantings designed or approved by a landscape architect and approved by the City.

6. Distance from Curb and Sidewalk: The distance that trees may be planted from curbs or curb lines and sidewalks shall be in accordance with the two size classes listed in No. 3 of these standards, and no trees may be planted closer to any curb or sidewalk than the following specifications:

Small Trees – 2 Feet Large Trees – 3 Feet.

In locations where no sidewalks are present or anticipated, trees should be planted at least six (6) feet in from the edge of the roadway. When possible, locate trees at least five (5) feet away from driveways.

7. Distance from Street Corners and Fireplugs: No street tree shall be planted closer than thirty-five (35) feet from any street corner, measured from the point of the nearest intersecting curbs or curb lines. No street tree shall be planted closer than ten (10) feet to any fireplug.

8. Utilities: No Street Trees, other than those species listed as Small Trees in No. 3 of these standards, may be planted under or within ten (10) lateral feet of any overhead utility wire, or over or within ten (10) lateral feet of any underground water line, sewer line, transmission line or other utility.

9. Public Tree Care: The City shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds.

10. Residents or property owners shall keep all trees trimmed to a height of eight (8) feet above the sidewalk line.

11. No person shall: a) damage, cut, carve, kill or injure the bark of any tree or plant on public property; b) attach any rope, wire, or other contrivance to any tree or plant on public property; c) dig or otherwise disturb public grass areas, or in any other way injure or impair the natural beauty or usefulness of any area of public property; d) cause or permit any wire charged with electricity or any gaseous, liquid or solid substance harmful to trees or plants to come into contact with them.

2. ALL OTHER PROVISIONS OF RESOLUTION #17-82, ADOPTED ON JUNE 1, 1982, SHALL REMAIN IN FULL FORCE AND EFFECT.

Adopted this 7th day of December, 2010.

Kirby G. Kruse, Mayor

ATTEST: _____
Steven Nasby, City Clerk/City Administrator

A RESOLUTION SETTING STANDARDS FOR THE PLANTING OF SHRUBS
AND TREES UPON, OR OVERHANGING, ALL STREETS AND OTHER
PUBLIC PROPERTY (BOULEVARDS)

INTRODUCED: Tschertter
SECONDED: Uhlhorn
VOTING AYE: Tschertter
Uhlhorn
VOTING NAYE: Schwalbach
Purrington
MAYOR VOTE: Aye

WHEREAS, City Code Section 7.06 of the City of Windom calls for Standards for the planting of shrubs and trees upon, or overhanging, all streets and other public property. (Boulevard), and

WHEREAS, The City shall have control and supervision of planting shrubs and trees upon, or overhanging, all streets and other public property. The City may establish and enforce uniform standards relating to the species and types of trees to be planted, placement and the maintenance and removal thereof.

Permit to plant or remove trees. It is a misdemeanor for any person to plant or remove any tree upon or overhanging streets, without first procuring from the City a permit in writing to do so.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDOM:

1. No person shall plant, trim or remove trees from the boulevards in the City of Windom other than set forth herein without first obtaining a permit therefor. Such permit shall be issued by the City Clerk after application upon forms to be provided by him and shall be issued free of charge.
2. Street Tree Species to be Planted.
Street trees are trees, shrubs, bushes and all other woody vegetation on land lying between property lines on either side of all streets, avenues or ways within the City.

The following list constitutes the official Street Tree species for the City of Windom. No species other than those included in this list may be planted as Street Trees without written permission of the City Council.

Small Trees

Amelanchier sp
May Day tree
Blue beech
Amur maple
Amur corktree
Ironwood
Japanese tree lilac
Laurel leaf willow
Showy mountain ash
*Columnar varieties
of maples & ginko
Goldenraintree
Hawthorne (sp)
Redbud
Soapberry
Lilac, Jap. Tree
Peach, Flowering
Serviceberry

Medium Trees

Blue ash
Ohio buckeye
Kentucky coffeetree
Greenspire linden
Littleleaf linden
Cleveland Norway maple
Red maple
Pin oak
Ash, green
Hackberry
Honeylocust (thornless)
Linden or Basswood (sp)
Mulberry, Red (fruit-
less, male)
Oak, Red
Pagodatree, Japanese
Birch, River
Osageorange (male,
thornless)
Persimmon
Sassafras

Large Trees

White ash
Green ash (seedless)
Ginkgo
Imperial honeylocust
Skyline honeylocust
Hackberry
American linden
Redmond linden
Emerald queen Norway Maple
Summer shade Norway maple
Sugar maple col
Red Oak
Coffeetree, Kentucky
Maple, Silver
Oak, bur
Sycamore
Sycamore, London plantree
Maple, Norway
Marshall, ash
Maple, Sugar

AAE589

3. Spacing: The spacing of Street Trees will be in accordance with the three species size classes listed in number 2 of these standards, and no trees may be planted closer together than the following: Small trees, 30 feet; medium trees, 40 feet; and large trees, 50 feet; except in special plantings designed or approved by a landscape architect. Such trees shall be not less than 6 feet in height at the time of planting.
4. Distance from Curb and Sidewalk: The distance trees may be planted from curbs or curblines and sidewalks will be in accordance with the three species size classes listed in number 2 of these standards, and no trees may be planted closer to any curb or sidewalk than the following: Small Trees, 2 feet, medium trees, 3 feet; and Large Trees, 4 feet.

Where no sidewalks are present or anticipated, plant the trees at least 6 feet in from the edge of the roadway. When possible, locate trees at least 5 feet away from driveways.
5. Distance from Street Corners and Fireplugs: No Street Tree shall be planted closer than 35 feet of any street corner, measured from the point of nearest intersecting curbs or curb lines. No Street Tree shall be planted closer than 10 feet of any fireplug.
6. Utilities: No Street Trees other than those species listed as Small Trees in number 2 of these standards may be planted under or within 10 lateral feet of any overhead utility wire, or over or within 10 lateral feet of any underground water line, sewer line, transmission line or other utility.
7. Public Tree Care:
The City shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds.
8. Residents or property owners shall keep all trees trimmed to a height of 8 feet above the sidewalk line.
9. No shrubs or hedges shall be planted on the boulevards.
10. No person shall plant a boulevard tree within 5 feet of the property line of an adjacent property owner.
11. No person shall: a) damage, cut, carve, kill or injure the bark of any tree or plant on public property; b) attach any rope, wire, or other contrivance to any tree or plant on public property; c) dig or otherwise disturb public grass areas, or in any other way injure or impair the natural beauty or usefulness of any area of public property; d) cause or permit any wire charged with electricity or any gaseous, liquid or solid substance harmful to trees or plants to come into contact with them.
12. The following trees are prohibited species and shall not be planted on any boulevard within the City of Windom: All elms that are not resistant to Dutch Elm disease, Boxelder, Cottonwood, Evergreen trees over four feet in height when mature, Poplar, female Ginkgo, Black Walnut, Silver Maple, Willow and Catalpa, fruit-bearing trees, birch, mulberry, black locust and willows.

Adopted this 1st day of June 1982

Dennis Frederickson

Dennis Frederickson, Mayor

Attest: _____

T. N. Weeks, City Clerk



Memo

To: Mayor and Council Members
From: Denise Nichols
CC: Steve Nasby
Date: 12/3/2010
Re: AgStar Fund for Rural America Grant Agreement

Ambulance Director Tim Hacker has received notification that the Ambulance Department has received a grant from the AgStar Fund for Rural America in the amount of \$2,500 to purchase seven Motorola Monitor V stored voice pagers with chargers. The total cost for the pagers is \$2,910.21. The Ambulance Department would need to provide a match of \$410.21.

Requested action: Approve the AgStar Grant Agreement and authorize City Administrator Steve Nasby to execute the Grant Agreement.

AGSTAR★FUND FOR RURAL AMERICA

GRANT AGREEMENT

The grant to your organization from the AgStar Fund for Rural America is for the explicit purpose(s) described in the Grant Application and is subject to your acceptance of the terms described therein.

To acknowledge this agreement, to accept the grant and receive the funds, return a signed copy of this Grant Agreement to AgStar Financial Services. Keep the other copy for your files. Please refer to the identification number and title in all communications concerning this grant.

Grantee: Windom Ambulance Service

ID #: 5681

Amount Granted: \$2,500

Grant Period: Through December 31, 2010

Funds to be used for: 7- Motorola Minitor V stored voice pagers with chargers. They cost \$389.00 each. Total invoice is \$2910.21 \$2723.00 for pagers and \$187.21 tax.

The undersigned hereby agrees to the following grant conditions:

1. The funds provided by this grant may be spent only in accordance with the provisions of the grantee's funding request and budget as approved. Grantee shall not use the funds for any purpose prohibited by applicable law, and shall use the funds only for those purposes which are permissible under all applicable laws and regulations, including but not limited to the Internal Revenue Code, as amended and the regulations issued thereunder. Grantee shall comply with any and all applicable federal, state and local laws.
2. No funds provided by the AgStar Fund may be used for any political campaign, or to support attempts to influence legislation of any governmental body other than through making available the results of nonpartisan analysis, study and research.
3. Expenses charged against this grant may not be incurred prior to the date at which the grant period begins or subsequent to its termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.
4. The grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

5. The grantee shall return any unexpended funds to the AgStar Fund, which are not used for the approved purposes and/or remain unexpended at the close of the grant period.
6. Funds shall be promptly returned to the AgStar Fund if the AgStar Fund determines, in its sole discretion that the grantee has not performed in accordance with the Terms of the Grant and/or has not met the specific grant conditions of the approved program.
7. For the purposes of making verifications, as it deems desirable toward the fulfillment of AgStar Fund objectives, the AgStar Fund may conduct site visits and/or review grantee's records at reasonable times during grantee's regular business hours.
8. Grantees are required to recognize the AgStar Fund in all publicity materials related to the funded project or program, as specified in the grant request. Prior to making public any such materials, grantees must submit the text of any announcements and plans for publicity to the Fund Officer responsible for the grant. Approval of the Fund Officer is required prior to any such materials being announced or made available to the public. Grantee shall cooperate with the AgStar Fund in connection with all publicity materials that AgStar may wish to publish regarding the Fund and/or the project, including, but not limited to providing photo releases and/or other consents.
9. Grantee agrees to indemnify and hold AgStar and the AgStar Fund harmless and, at its own cost and expense, defend AgStar and the AgStar Fund, its officers, employees and directors from and against any and all liability, including but not limited to costs, attorney's fees, and claims for damages arising out of grantee's actions in furtherance of the project for which grant funds have been awarded. AgStar and the AgStar Fund shall not be liable for any claims arising out of the project or any work performed in connection therewith. Grantee shall be solely responsible for the acts or omissions of its officers, agents, employees, directors and subcontractors."
10. Grantee warrants and represents that it has made no material false statement, or misstatement of fact, in connection with its Grant Application or its receipt of the Grant Funds, and all information previously submitted to the AgStar Fund or which it will submit to the AgStar Fund in the future relating to the grant or the project, is and will be true and correct.
11. Grantee shall not engage in discriminatory practices with respect to the project for which grant funds have been provided, and shall, with respect to all project activities, fully comply with all state, local and federal non-discrimination laws, as applicable.
12. To submit a final report thirty (30) days after the completion of the grant, of activities carried on under the grant, evaluations of what the grant accomplished, and complete financial reports detailing use of the grant funds.

13. PAYMENT OF GRANTS: The AgStar fund reserves the right to terminate or modify any payments pursuant to this grant, including modification of previously agreed upon payment schedules should this be deemed appropriate by the AgStar Fund.
14. LIMIT OF COMMITMENT: This grant is made with the understanding that the AgStar Fund has no obligation to provide other or additional support to the grantee.
15. Nothing contained in this Agreement, nor in the application process or the granting of funds, shall be intended or construed in any manner as creating or establishing a relationship of partners or joint venture between the grantee and the AgStar Fund, nor shall grantee be considered or deemed to be an agent, representative or employee of AgStar or the AgStar Fund.
16. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any proceedings or disputes arising out of this Agreement shall be venued in Blue Earth County, Minnesota.
17. The waiver of any breach of any provision of this Agreement by the AgStar Fund shall not be deemed to be a waiver of any such breach in the future or any other breach of any other provision.
18. Grantee hereby states that no goods or services were received in exchange for the donation from AgStar Financial Services.

In accepting the grant, the grantee accepts the terms stated in this agreement.

Organization: _____

Signature of Authorized Representative: _____

Printed Name / Title: _____

Date: _____

Windom

Region 8 : Site Name

**LSS SENIOR NUTRITION PROGRAM
SITE USE AGREEMENT--2011**

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.

This agreement made this _____ day of _____ 2010 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 (City of Windom)

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. 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.

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 restrooms, washing and/or painting of walls, snow and ice removal and all other general maintenance, reasonable inspection and repairs to the interior 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.

VI. The Company agrees to inspect, maintain, repair and replace the facility and its equipment located in the facility. The company agrees to have all fire extinguishers inspected yearly by a licensed inspector at company expense. A dated and signed tag must be placed on each extinguisher.

VII. The Company agrees to furnish the Nutrition Program information about insurance coverage and dollar value of each type of coverage carried which relates to the facility and persons using the facility and shall have the Nutrition Program as an additional insured under any such policies.

VIII. In the event of a disaster, the Company agrees to allow the Nutrition Program to use facilities for the preparation, serving and distribution of meals/food and in an extreme disaster for housing of disaster victims.

IX. The Nutrition Program agrees to pay an equipment utility reimbursement of \$3,669.00/yr of operation. Payment will be made on a quarterly basis.

X. In the event the Nutrition Program or the Company must cancel all or part of the terms of this agreement, the Company and the Nutrition Program will provide the other agency 30 days notice in writing. Upon written receipt by the Company from LSS, this agreement is subject to immediate termination by the Nutrition Program should federal, state, or local dollars be reduced or withdrawn.

XI. The Company agrees to allow the Nutrition Program use of the facility kitchen/dining areas for the term January 1, 2011 to December 31, 2011, to be used as a nutrition site for seniors on the following days/evenings: _____

XII. Other: _____

LSS SENIOR NUTRITION PROGRAM

Monica Ongles 11-2-10
Senior Program Director Date

218-233-7521
Phone #

218-236-0836
Fax #

OWNER/OPERATOR

Signature Date

Print Name

Address

Phone #

LSS Senior Nutrition Program Site Use Agreement Addendum

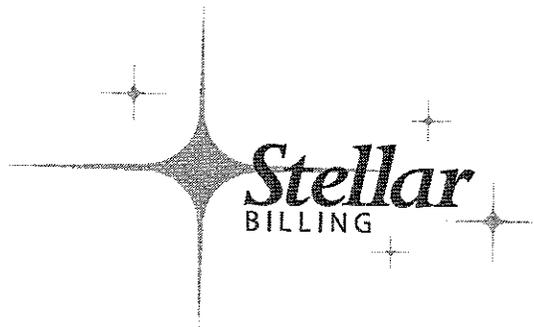
This addendum is hereby incorporated into the attached Site Use Agreement entered into by LSS and the City of Windom on the 7th day of December, 2010.

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-0019943846-27.
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.



Utility Hosting and Billing Contract

**City of Windom, MN
&
Stellar Billing LLC**

12/02/2010

Stellar Billing LLC

Prepared by: Glenn Miller, Manager-Fulfillment & Special Projects

Stellar Billing, LLC Software License and Maintenance Agreement

Utility Billing and Hosting Agreement

This Agreement is entered into this 1st day of December, 2010 by and between **Stellar Billing, LLC**, a Minnesota limited liability company (“Stellar”) and **City of Windom, MN**, a Minnesota Municipality, (“Licensee”).

WHEREAS, Stellar is willing to host and license its Utility Billing (the “Software”) for use on a Windows-based personal computer system; and,

WHEREAS, Licensee desires to obtain a license to use and provide for maintenance of the Software on the terms as set out herein;

NOW THEREFORE, in consideration of the foregoing, and of the covenants and conditions herein contained, the parties agree as follows:

1. **MASTER LICENSE.** Stellar hereby grants to Licensee a personal, nonexclusive, non-transferable, object code license to use those portions of the Software licensed by Stellar as provided herein. This License will entitle Licensee to the use of the Software identified on *Exhibit A* attached hereto. Stellar and Licensee agree that the specific Software to be used by Licensee hereunder may vary from time to time according to the needs of Licensee, and any such changes shall be set out in a written Addendum signed by Stellar and Licensee. The additional installation, training or license fee, if any, to be paid by Licensee to Stellar for the licensing of such additional Software shall also be set forth on such Addendum. Stellar and Licensee agree that there may be one or more such Addenda, each of which shall be numbered, shall identify the parties hereto, and shall be governed by the terms of this Agreement. All Software identified on any Addendum hereto, together with related documentation and any improvements or modifications thereto, shall also be referred to herein as the “Software.” Generic Software upgrades developed and made available by Stellar to the rest of its customer base at no additional charge (“Upgrades”) will also be provided to Licensee at no additional charge. Specific enhancements may be requested by Licensee as provided in Section 7, and if agreed to in writing by Stellar, will be paid for by Licensee on a time and materials basis.

2. **USE OF THE SOFTWARE.** Licensee shall use the Software only for the purpose of processing its own data and records and those of its direct customers, and not for any other purpose. Licensee may only use the Software on its own computers and only at its principal place of business. Without the prior written consent of Stellar, Licensee shall not have the right to make any additional copies of the Software. This restriction shall not prevent Licensee from duplicating the Software as part of a system back-up, provided that any such copies are only used for the purpose of restoring lost data. Except as set forth above, Licensee may not copy, modify or transfer the Software, or any portion thereof, in whole or in part, without the prior written consent of Stellar.

3. **TERM OF LICENSE.** The term of this Agreement shall be for a period of one (1) year (“Initial Term”) commencing on the Effective Date of this Agreement. At the end of the Initial Term of this Agreement, it shall be automatically renewed for subsequent one (1) year periods on the same terms and conditions set out herein except that the license fee shall be as set forth in Section 4, provided that either Stellar or Licensee may, by written notice to the other party at least **ninety (90) days** prior to the end of this term or any renewal term elect to terminate this Agreement.

4. **LICENSE FEES.** Licensee agrees to pay a monthly license fee as outlined in Exhibit B. Stellar shall have the right to adjust the amount of the license fee for any renewal term by giving Licensee written notice of any change at least one hundred and twenty (**120) days** prior to the end of the initial term or any renewal term.

5. **ADDITIONAL SERVICES AND FEES.** In the event Stellar performs any additional services not covered under the License Fee, Licensee shall pay Stellar as outlined in this agreement or as agreed upon during the term of this agreement.

6. **TRAINING.** Stellar will provide training to Licensee upon Licensee request. Licensee shall pay the training fee as outlined in Exhibit B, plus any travel expenses. Such charges will be invoiced by Stellar to Licensee upon completion of the training and paid by Licensee within **thirty (30) days**.

7. **SOFTWARE MODIFICATION.** If Licensee requests a modification or customization of the Software, Stellar agrees to meet with Licensee to review the request. If, after this meeting, Stellar agrees to perform the service, it will provide Licensee with a written estimate of the fee for such work and the time required to complete it. Stellar shall not begin any such work until the estimate detailing the specific work to be performed, the hourly fee for services, and an estimated time for completion is signed and returned by Licensee. Licensee shall be responsible for the actual costs for the time and materials to complete such work, even if the costs exceed the estimated amount unless the parties have agreed, in writing signed by both parties, to a fixed price contract.

8. **EQUIPMENT.** Licensee agrees to purchase and maintain all hardware, related equipment and network Software (the “Equipment”) necessary or reasonably required to operate its onsite network.

9. **TARIFFS AND RATINGS.** Licensee is responsible for reporting, in writing, all applicable tariff and rate changes for all bill and collect jurisdictions to Stellar as soon as such tariff is approved or such rates are established. Licensee agrees to provide such tariffs and rates at least thirty (30) days prior to the first billing in which they are to be applied. Licensee acknowledges that Stellar is not responsible for monitoring tariff changes or interpreting tariff language.

10. **DOCUMENTATION.** Stellar shall provide Licensee with documentation concerning the operation of the applicable Software as reasonably required to allow Licensee full utilization (the “Documentation”). Stellar further agrees to provide to Licensee any supplement to such

Documentation at the same time it provides such supplements to any other party that has licensed the Software.

11. ERRORS AND SOFTWARE SUPPORT. Licensee shall promptly notify Stellar of all errors, omissions, inaccuracies or other problems (“Errors”) arising with respect to Licensee’s use of the Software, and in all events will provide Stellar such notice within thirty (30) days of the date Licensee knew or should have known of any Error. Licensee agrees that Stellar shall be given a reasonable period of time in which to provide Licensee with a revised version of the Software of any affected portion. Stellar will, at no additional charge to Licensee during the term of this Agreement:

- a. Correct or replace the Software and provide such services as may be reasonably necessary to resolve any Errors therewith to assure that the Software operates in conformity with its specifications. Stellar will provide such support and services during its normal business hours and will dedicate reasonable efforts to resolve such Errors promptly.
- b. Provide any modifications or improvements to the Software, which Stellar makes generally available to any other Licensee at no charge.
- c. Provide necessary and reasonable telephone support during Stellar normal business hours, 7:00 A.M. to 5:00 P.M. CST. Licensee hereby appoints Diana Rohde as designated contacts to obtain telephone support on behalf of Licensee. Stellar’s responses and inquiries directed to Licensee may be limited to these contacts. These designated contacts may be changed by written notice.

12. WARRANTY INFORMATION. Stellar does not warrant that the Software will be completely free of Errors. Stellar does warrant that the Software will conform in all material respects.

13. PAYMENT OF CHARGES. Licensee agrees to promptly pay all charges due Stellar hereunder, or pursuant to the terms of any Addendum hereto when due, and if no due date is stated herein or on any invoice or other notification of payment due, then such amount shall be due thirty (30) days from the date thereon. Any amounts not paid in full when due shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

14. NOTICE. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be effective upon the earlier of receipt, one day after being forwarded by nationally recognized overnight courier with confirmation of receipt, or three (3) Days after being mailed by certified mail, return receipt requested, in each case addressed as follows:

If to Stellar:

**Stellar Billing, LLC
1711 18th Street NE
Willmar, MN 56201
Attn: Linda Spoons**

If to Licensee:

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

15. COPYRIGHTS, TRADEMARK, NOTICES, LEGENDS, AND LOGOS. All logos, program names, trademarks, service marks, programs, manuals, Documentation, and other support materials which are provided by Stellar to Licensee are either copyrighted, trademarked, or are otherwise held as proprietary by Stellar. Licensee agrees to honor Stellar's rights thereto, agrees not to remove any notices or products identification, and further agrees to take all actions reasonably necessary to protect Stellar's rights thereto.

16. CONFIDENTIALITY. Licensee agrees to treat all Software and Documentation provided by Stellar hereunder as confidential, proprietary and/or trade secret information, whether or not copyrighted, and further agrees not to disclose the same to any person, other than its own employees who must have such information for the performance of their duties, unless authorized in writing in advance by Stellar. Licensee further agrees that Stellar may suffer irreparable harm resulting from Licensee's violations of these provisions and that an injunction may be issued to enjoin any such violations.

17. CUSTOMER PROPRIETARY NETWORK INFORMATION ("CPNI"). Stellar will maintain end user data consistent with state and federal laws and regulations regarding such data and information, including but not limited to encryption and indicia of bank and credit card account numbers and social security numbers. Stellar will use end user information stored within its system by Licensee for the sole purposes of 1) storing information for the use of Licensee, 2) producing end user and CABS bills, 3) submitting requests to customers' banks and credit card companies for payment of Licensee's services to customers, 4) supplying required information to governmental agencies and in response to appropriate actions of courts with proper jurisdiction, 5) generating reports necessary for the regular operation of Licensee's business, and 6) facilitation of other legal activities deemed necessary by the Licensee for the normal operation of the Licensee's company. Stellar will neither use nor disclose to any party CPNI other than as described above.

Authorized Stellar employees will have access to Licensee's CPNI only as necessary for the performance of their respective job duties. Employees of Stellar, not specifically authorized to access CPNI due to their job duties, and other employees of Stellar will not have access to Licensee's CPNI. Licensee's CPNI will be physically secure and password protected within Stellar in order to protect it from being accessed by unauthorized parties. Stellar will not be

responsible for unauthorized access to CPNI stored within Stellar when such access is the result of Licensee's deficient security processes, actions or practices. This includes, but is not limited to, improper or insufficient software security, improper or insufficient hardware security, and actions or omissions on the part of Licensee or its designee(s).

All transmission of information by both parties will be done by secure transfer via a broadband network. Both Stellar and Licensee will have CPNI, Red Flag and other industry data practices in place at their organizations and are responsible for the compliance and enforcement of such.

18. RIGHTS UPON TERMINATION AND TITLE. Upon termination of this Agreement for any reason, Licensee shall promptly return to Stellar any and all copies of the Software, Documentation and all other related materials in Licensee's possession, will retain no copies thereof, and will not directly or indirectly make use of, or disclose to any third-party all or any part thereof. Title to the Software, all copies thereof, all the Documentation and all other related materials shall at all times be retained by Stellar. Licensee shall have no right to retain or transfer the Software or Documentation, or any copies thereof. The provisions of this Agreement setting out duties of Licensee, including those concerning fees, title, confidentiality, limitation of liability, taxes and remedies shall survive the termination of this Agreement.

19. LIMITATION OF LIABILITY. Notwithstanding anything herein to the contrary, the liability of Stellar for a claim of any nature under this Agreement or with respect to the Software or Stellar's services shall in all events be limited to a refund of the amounts paid by Licensee for the license of the Software hereunder, and in no event will Stellar be liable, directly or indirectly, for the loss of profits or other consequential or incidental damages, whether claimed by Licensee or by any third party, and whether or not Stellar has been advised of the possibility of such damages. The limitations herein provided shall not limit Stellar's obligations under Section 22 concerning infringement.

20. DEFAULT AND REMEDIES. In the event of a default hereunder by either party that, after written notice thereof, remains uncured for more than ten (10) days with respect to payments or more than thirty (30) days with respect to any other default, the non-defaulting party may pursue all remedies available to it at law or equity, including but not limited to injunctive relief, and shall further be entitled to recover all damages, court costs and reasonable attorney's fees arising from such default, whether or not suit is required. Any waiver of a default at any time shall not constitute a waiver of the same or a different default on a separate occasion

21. TAXES. Licensee shall be responsible for the payment of all taxes or other impositions of any nature in connection with this Agreement, except for any tax based on Stellar's net income. Licensee acknowledges that customers doing business outside the State of Minnesota are responsible for the self-assessment and remittance of any sales and use tax for their own state when applicable.

22. INFRINGEMENT. Stellar shall defend, indemnify and save Licensee harmless, at Stellar's own expense, from and against any action or suit brought for any loss by reason of infringement of any U.S. patent, trademark or copyright that is based upon the use of the Software licensed

hereunder. Should the Software or the operation thereof become the subject of a claim of any infringement of a U.S. patent, trademark or copyright, Stellar shall, at its expense, either procure for Licensee the right to continue using the Software, replace or modify the same so that it becomes non-infringing, or terminate this Agreement without penalty to Licensee.

23. ENTIRE AGREEMENT; HEADINGS. This Agreement, with its attached Exhibit(s) and/or Addenda, constitutes the entire Agreement between the parties with respect to the subject matter hereof. All prior agreements, representations, statements, negotiations, and undertakings are merged herein. No term or provision of this Agreement may be waived, modified or amended except by a writing signed by both parties hereto. Headings used in this Agreement are for convenience, and shall not control the interpretation of any provision.

24. SEVERABILITY. Any provision hereof found illegal or unenforceable by a court of competent jurisdiction shall be deemed severable and may be stricken, and the remainder of the Agreement shall be given full force and effect.

25. GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota, without regard to its choice of law provisions.

26. ASSIGNMENT. This Agreement and the rights granted to Licensee hereunder may not be assigned without the prior written consent of Stellar.

27. BINDING EFFECT. This Agreement shall become effective only when signed by Licensee and Stellar and shall bind the successors and approved assigns of both parties.

28. AUTHORITY. The undersigned warrant having full authority to execute this Agreement on behalf of the party indicated.

EXHIBIT A

SOFTWARE

Stellar Billing Software Functionality: The software elements set forth below constitute the functionality of the Software for front-end operations available for use by Licensee. Licensee has elected to obtain upon initial installation, the right under this license to use the software noted below, that are initialed by the authorized representative of Licensee:

 X Utility Hosting and Billing Services

Monthly fees include

The following items are included in your monthly fees:

- Access to Hosted Utility Billing System
- All Software will be accessed via VPN or terminal server into our data center in Willmar, Minnesota
- Stellar Billing is responsible for server and maintenance of server platform
- All bill processing for the subscribers (fee based on Utility requirements)
- Printing of statements, folding, and inserting of statements into envelopes
- Send and return envelopes and additional statement paper
- Month end functions which provides reports and rolls billing over to next month
- Electric, Gas and Sewer rating
- Standard monthly reports for all services
- Monthly GL reports
- Provide support during normal business hours of 8:00 a.m. - 5:00 p.m. (CST)
- Stellar Billing will handle front line phone support and coordinate with in house or third party developers within this contract. All invoicing for billing, support and development will be handled by Stellar Billing.
- Basic software enhancements and updates are provided with documentation
- Ability to print or view most reports at your office

Not Included in the License Fee

- First statement pages. Stellar Billing will order your statements with company logo and both outgoing and return envelopes.
- Set up fee for color logo
- Postage charges associated with your billing
- Shipping charges for ordered paper products
- Shipping charges for statements sent to your office
- Hardware cost of equipment in your office for software to operate is not included in this proposal. (Server, printers, modems, PC's, etc.)
- Bill print convergence with Telecom bill is covered under the telecom billing agreement
- ACH (Pre-Authorized Payment) capabilities, billable per subscriber usage @ \$.10 per transaction. Monthly recurring and transaction charges to the bank, merchant accounts, etc is not included.
- Special programming requests that Stella Billing, LLC. will provide a time and cost estimate for Company Name's approval.
- Each insert included with a statement is an additional \$.01 per insert

Programming and Consulting Charges

If Programming and Consulting Charges are applicable, a Time and Materials will be issued for approval before charges are applied.

NO OTHER CHANGES. Except as specifically modified hereby, the other provisions of the Agreement shall remain unchanged and in full force and effect.

EXHIBIT B

COST ELEMENTS

Monthly Billing Costs

Utility Billing and Hosting	\$ 1.00 per bill
Programming and consulting	\$100.00 per hour
Marketing Inserts	\$.01 per insert
Training as Needed (Travel Expenses not included)	\$100.00 per hour

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

Stellar Billing, LLC

City of Windom, MN

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



Telecommunications Billing Contract

**City of Windom, MN
&
Stellar Billing LLC**

12/02/2010

Stellar Billing LLC

Prepared by: Glenn Miller, Manager-Fulfillment & Special Projects

Stellar Billing, LLC Software License and Maintenance Agreement

Telecom Billing Agreement

This Agreement is entered into this 1st day of December, 2010 by and between **Stellar Billing, LLC**, a Minnesota limited liability company ("Stellar") and **City of Windom, MN**, a Minnesota Municipality, ("Licensee").

WHEREAS, Stellar is willing to host and license its Telecom Billing (the "Software") for use on a Windows-based personal computer system; and,

WHEREAS, Licensee desires to obtain a license to use and provide for maintenance of the Software on the terms as set out herein;

NOW THEREFORE, in consideration of the foregoing, and of the covenants and conditions herein contained, the parties agree as follows:

1. **MASTER LICENSE.** Stellar hereby grants to Licensee a personal, nonexclusive, non-transferable, object code license to use those portions of the Software licensed by Stellar as provided herein. This License will entitle Licensee to the use of the Software identified on *Exhibit A* attached hereto. Stellar and Licensee agree that the specific Software to be used by Licensee hereunder may vary from time to time according to the needs of Licensee, and any such changes shall be set out in a written Addendum signed by Stellar and Licensee. The additional installation, training or license fee, if any, to be paid by Licensee to Stellar for the licensing of such additional Software shall also be set forth on such Addendum. Stellar and Licensee agree that there may be one or more such Addenda, each of which shall be numbered, shall identify the parties hereto, and shall be governed by the terms of this Agreement. All Software identified on any Addendum hereto, together with related documentation and any improvements or modifications thereto, shall also be referred to herein as the "Software." Generic Software upgrades developed and made available by Stellar to the rest of its customer base at no additional charge ("Upgrades") will also be provided to Licensee at no additional charge. Specific enhancements may be requested by Licensee as provided in Section 7, and if agreed to in writing by Stellar, will be paid for by Licensee on a time and materials basis.

2. **USE OF THE SOFTWARE.** Licensee shall use the Software only for the purpose of processing its own data and records and those of its direct customers, and not for any other purpose. Licensee may only use the Software on its own computers and only at its principal place of business. Without the prior written consent of Stellar, Licensee shall not have the right to make any additional copies of the Software. This restriction shall not prevent Licensee from duplicating the Software as part of a system back-up, provided that any such copies are only used for the purpose of restoring lost data. Except as set forth above, Licensee may not copy, modify or transfer the Software, or any portion thereof, in whole or in part, without the prior written consent of Stellar.

3. **TERM OF LICENSE.** The term of this Agreement shall be for a period of one (1) year (“Initial Term”) commencing on the Effective Date of this Agreement. At the end of the Initial Term of this Agreement, it shall be automatically renewed for subsequent one (1) year periods on the same terms and conditions set out herein except that the license fee shall be as set forth in Section 4, provided that either Stellar or Licensee may, by written notice to the other party at least **ninety (90) days** prior to the end of this term or any renewal term elect to terminate this Agreement.

4. **LICENSE FEES.** Licensee agrees to pay a monthly license fee as outlined in Exhibit B. Stellar shall have the right to adjust the amount of the license fee for any renewal term by giving Licensee written notice of any change at least one hundred and twenty (**120) days** prior to the end of the initial term or any renewal term.

5. **ADDITIONAL SERVICES AND FEES.** In the event Stellar performs any additional services not covered under the License Fee, Licensee shall pay Stellar as outlined in this agreement or as agreed upon during the term of this agreement.

6. **TRAINING.** Stellar will provide training to Licensee upon Licensee request. Licensee shall pay the training fee as outlined in Exhibit B, plus any travel expenses. Such charges will be invoiced by Stellar to Licensee upon completion of the training and paid by Licensee within **thirty (30) days**.

7. **SOFTWARE MODIFICATION.** If Licensee requests a modification or customization of the Software, Stellar agrees to meet with Licensee to review the request. If, after this meeting, Stellar agrees to perform the service, it will provide Licensee with a written estimate of the fee for such work and the time required to complete it. Stellar shall not begin any such work until the estimate detailing the specific work to be performed, the hourly fee for services, and an estimated time for completion is signed and returned by Licensee. Licensee shall be responsible for the actual costs for the time and materials to complete such work, even if the costs exceed the estimated amount unless the parties have agreed, in writing signed by both parties, to a fixed price contract.

8. **EQUIPMENT.** Licensee agrees to purchase and maintain all hardware, related equipment and network Software (the “Equipment”) necessary or reasonably required to operate its onsite network.

9. **TARIFFS AND RATINGS.** Licensee is responsible for reporting, in writing, all applicable tariff and rate changes for all bill and collect jurisdictions to Stellar as soon as such tariff is approved or such rates are established. Licensee agrees to provide such tariffs and rates at least thirty (30) days prior to the first billing in which they are to be applied. Licensee acknowledges that Stellar is not responsible for monitoring tariff changes or interpreting tariff language.

10. **DOCUMENTATION.** Stellar shall provide Licensee with documentation concerning the operation of the applicable Software as reasonably required to allow Licensee full utilization (the “Documentation”). Stellar further agrees to provide to Licensee any supplement to such

Documentation at the same time it provides such supplements to any other party that has licensed the Software.

11. ERRORS AND SOFTWARE SUPPORT. Licensee shall promptly notify Stellar of all errors, omissions, inaccuracies or other problems (“Errors”) arising with respect to Licensee’s use of the Software, and in all events will provide Stellar such notice within thirty (30) days of the date Licensee knew or should have known of any Error. Licensee agrees that Stellar shall be given a reasonable period of time in which to provide Licensee with a revised version of the Software of any affected portion. Stellar will, at no additional charge to Licensee during the term of this Agreement:

- a. Correct or replace the Software and provide such services as may be reasonably necessary to resolve any Errors therewith to assure that the Software operates in conformity with its specifications. Stellar will provide such support and services during its normal business hours and will dedicate reasonable efforts to resolve such Errors promptly.
- b. Provide any modifications or improvements to the Software, which Stellar makes generally available to any other Licensee at no charge.
- c. Provide necessary and reasonable telephone support during Stellar normal business hours, 7:00 A.M. to 5:00 P.M. CST. Licensee hereby appoints Diana Rohde as designated contacts to obtain telephone support on behalf of Licensee. Stellar’s responses and inquiries directed to Licensee may be limited to these contacts. These designated contacts may be changed by written notice.

12. WARRANTY INFORMATION. Stellar does not warrant that the Software will be completely free of Errors. Stellar does warrant that the Software will conform in all material respects.

13. PAYMENT OF CHARGES. Licensee agrees to promptly pay all charges due Stellar hereunder, or pursuant to the terms of any Addendum hereto when due, and if no due date is stated herein or on any invoice or other notification of payment due, then such amount shall be due thirty (30) days from the date thereon. Any amounts not paid in full when due shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

14. NOTICE. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be effective upon the earlier of receipt, one day after being forwarded by nationally recognized overnight courier with confirmation of receipt, or three (3) Days after being mailed by certified mail, return receipt requested, in each case addressed as follows:

If to Stellar:

**Stellar Billing, LLC
1711 18th Street NE
Willmar, MN 56201
Attn: Linda Spoors**

If to Licensee:

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

15. COPYRIGHTS, TRADEMARK, NOTICES, LEGENDS, AND LOGOS. All logos, program names, trademarks, service marks, programs, manuals, Documentation, and other support materials which are provided by Stellar to Licensee are either copyrighted, trademarked, or are otherwise held as proprietary by Stellar. Licensee agrees to honor Stellar's rights thereto, agrees not to remove any notices or products identification, and further agrees to take all actions reasonably necessary to protect Stellar's rights thereto.

16. CONFIDENTIALITY. Licensee agrees to treat all Software and Documentation provided by Stellar hereunder as confidential, proprietary and/or trade secret information, whether or not copyrighted, and further agrees not to disclose the same to any person, other than its own employees who must have such information for the performance of their duties, unless authorized in writing in advance by Stellar. Licensee further agrees that Stellar may suffer irreparable harm resulting from Licensee's violations of these provisions and that an injunction may be issued to enjoin any such violations.

17. CUSTOMER PROPRIETARY NETWORK INFORMATION ("CPNI"). Stellar will maintain end user data consistent with state and federal laws and regulations regarding such data and information, including but not limited to encryption and indicia of bank and credit card account numbers and social security numbers. Stellar will use end user information stored within its system by Licensee for the sole purposes of 1) storing information for the use of Licensee, 2) producing end user and CABS bills, 3) submitting requests to customers' banks and credit card companies for payment of Licensee's services to customers, 4) supplying required information to governmental agencies and in response to appropriate actions of courts with proper jurisdiction, 5) generating reports necessary for the regular operation of Licensee's business, and 6) facilitation of other legal activities deemed necessary by the Licensee for the normal operation of the Licensee's company. Stellar will neither use nor disclose to any party CPNI other than as described above.

Authorized Stellar employees will have access to Licensee's CPNI only as necessary for the performance of their respective job duties. Employees of Stellar, not specifically authorized to access CPNI due to their job duties, and other employees of Stellar will not have access to Licensee's CPNI. Licensee's CPNI will be physically secure and password protected within Stellar in order to protect it from being accessed by unauthorized parties. Stellar will not be

responsible for unauthorized access to CPNI stored within Stellar when such access is the result of Licensee's deficient security processes, actions or practices. This includes, but is not limited to, improper or insufficient software security, improper or insufficient hardware security, and actions or omissions on the part of Licensee or its designee(s).

All transmission of information by both parties will be done by secure transfer via a broadband network. Both Stellar and Licensee will have CPNI, Red Flag and other industry data practices in place at their organizations and are responsible for the compliance and enforcement of such.

18. RIGHTS UPON TERMINATION AND TITLE. Upon termination of this Agreement for any reason, Licensee shall promptly return to Stellar any and all copies of the Software, Documentation and all other related materials in Licensee's possession, will retain no copies thereof, and will not directly or indirectly make use of, or disclose to any third-party all or any part thereof. Title to the Software, all copies thereof, all the Documentation and all other related materials shall at all times be retained by Stellar. Licensee shall have no right to retain or transfer the Software or Documentation, or any copies thereof. The provisions of this Agreement setting out duties of Licensee, including those concerning fees, title, confidentiality, limitation of liability, taxes and remedies shall survive the termination of this Agreement.

19. LIMITATION OF LIABILITY. Notwithstanding anything herein to the contrary, the liability of Stellar for a claim of any nature under this Agreement or with respect to the Software or Stellar's services shall in all events be limited to a refund of the amounts paid by Licensee for the license of the Software hereunder, and in no event will Stellar be liable, directly or indirectly, for the loss of profits or other consequential or incidental damages, whether claimed by Licensee or by any third party, and whether or not Stellar has been advised of the possibility of such damages. The limitations herein provided shall not limit Stellar's obligations under Section 22 concerning infringement.

20. DEFAULT AND REMEDIES. In the event of a default hereunder by either party that, after written notice thereof, remains uncured for more than ten (10) days with respect to payments or more than thirty (30) days with respect to any other default, the non-defaulting party may pursue all remedies available to it at law or equity, including but not limited to injunctive relief, and shall further be entitled to recover all damages, court costs and reasonable attorney's fees arising from such default, whether or not suit is required. Any waiver of a default at any time shall not constitute a waiver of the same or a different default on a separate occasion

21. TAXES. Licensee shall be responsible for the payment of all taxes or other impositions of any nature in connection with this Agreement, except for any tax based on Stellar's net income. Licensee acknowledges that customers doing business outside the State of Minnesota are responsible for the self-assessment and remittance of any sales and use tax for their own state when applicable.

22. INFRINGEMENT. Stellar shall defend, indemnify and save Licensee harmless, at Stellar's own expense, from and against any action or suit brought for any loss by reason of infringement of any U.S. patent, trademark or copyright that is based upon the use of the Software licensed

hereunder. Should the Software or the operation thereof become the subject of a claim of any infringement of a U.S. patent, trademark or copyright, Stellar shall, at its expense, either procure for Licensee the right to continue using the Software, replace or modify the same so that it becomes non-infringing, or terminate this Agreement without penalty to Licensee.

23. ENTIRE AGREEMENT; HEADINGS. This Agreement, with its attached Exhibit(s) and/or Addenda, constitutes the entire Agreement between the parties with respect to the subject matter hereof. All prior agreements, representations, statements, negotiations, and undertakings are merged herein. No term or provision of this Agreement may be waived, modified or amended except by a writing signed by both parties hereto. Headings used in this Agreement are for convenience, and shall not control the interpretation of any provision.

24. SEVERABILITY. Any provision hereof found illegal or unenforceable by a court of competent jurisdiction shall be deemed severable and may be stricken, and the remainder of the Agreement shall be given full force and effect.

25. GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota, without regard to its choice of law provisions.

26. ASSIGNMENT. This Agreement and the rights granted to Licensee hereunder may not be assigned without the prior written consent of Stellar.

27. BINDING EFFECT. This Agreement shall become effective only when signed by Licensee and Stellar and shall bind the successors and approved assigns of both parties.

28. AUTHORITY. The undersigned warrant having full authority to execute this Agreement on behalf of the party indicated.

EXHIBIT A

SOFTWARE

Stellar Billing Software Functionality: The software elements set forth below constitute the functionality of the Software for front-end operations available for use by Licensee. Licensee has elected to obtain upon initial installation, the right under this license to use the software noted below, that are initialed by the authorized representative of Licensee:

- Accounts Receivable
- Service Orders
- Plant (Property) Records
- Central Office Order Processing and Records
- Customer Billing
- CABS / Special and Switched Access
- Toll Rating
- Cable and Internet Billing
- Optional Call Plans Toll Affiliates
- Trouble Reporting

The following items are included in your monthly fees:

- Customer CARE Functions
- Bill processing for all services
- Printing of statements, folding, and stuffing of bills in envelopes
- Convergent print of Telephone and Utility Statements
- Month End Functions
- Processing of Toll Messages
- Toll Rating
- Monthly Accounting Reports

- CABS Processing and Reports
- Plant (Property) Records Management System
- Central Office Order Processing and Records
- On-Line Trouble Reporting
- AT&T PONS
- Provide support during normal business hours of 8:00-5:00pm (Central Time)
- Documentation concerning the operation of the applicable software modules

Not Included in the License Fee

- There will be no Hardware cost of equipment for a hosted service, but there may be a license fee from time to time on additional Terminal Services license or SQL server license. This will depend on your size and number of users you add in the future.
- Hard costs for custom paper and envelopes
- Postage charges
- Polling costs
- Shipping charges
- Hardware cost of equipment in your office for software to operate (Server, printers, modems, PC's, etc.)
- Charges for bill Inserts

Programming and Consulting Charges

Federal and State Mandates are programmed into system at no charge to the customer. Extra charges apply only for company specific requests or extraordinary requirements. The initial setup procedures based on tariffs and/or billing requirements are provided free of charge unless there are unusual requirements. Stellar Billing will apply Purchase Order Numbers (PONs) and OCPs for AT&T at no cost. Error conditions found on switch tapes will be corrected at the Programming Charge rate. Programming required to convert messages from toll switches will also be charged at the Programming Charge rate. This includes, but is not limited to switch upgrades, switch software upgrades, replacement switches and record or message format changes. Consulting is available at an hourly rate. If Programming and Consulting Charges are applicable, a Time and Materials will be issued for approval before charges are applied.

NO OTHER CHANGES. Except as specifically modified hereby, the other provisions of the Agreement shall remain unchanged and in full force and effect.

EXHIBIT B

COST ELEMENTS

Training @ \$ 500.00 per day (no limit on employees)

Monthly Billing Costs

Telephone accounts: Internet and/or CATV included	\$2.10 each
Non-telephone accounts: Internet and/or CATV included	\$.50 each
Non-telephone accounts: Internet and/or CATV included (no utility)	\$.40 each
Non-telephone accounts: with utility only	\$.25 each
Convergent Statement Processing (telecom/Utility combined)	\$.10 each

CABS Consulting, Analysis and processing	Included
Programming and consulting	\$100.00 per hour
Marketing Inserts	\$.01 per insert

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

Stellar Billing, LLC

City of Windom, MN

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	CONVENT. & VISTOR BU	LODGING TAX	5,551.18
	Total for Department 101		5,551.18*
P & Z / BUILDING OFF	PAMIDA	SUPPLIES	8.99
	Total for Department 106		8.99*
CITY HALL	HOMETOWN SANITATION	HAUL GARBAGE	85.04
CITY HALL	JAY KUEHL	SNOW REMOVAL	15.00
CITY HALL	MN ENERGY RESOURCES	HEATING	366.49
	Total for Department 115		466.53*
POLICE	LANGUAGE LINE SERVIC	SERVICE	38.11
POLICE	RUNNING'S SUPPLY	MAINTENANCE	73.09
POLICE	FLEET SERVICES DIVIS	LEASE CAR	2,488.68
POLICE	UNICEL	TELEPHONE	199.30
POLICE	DANA WALLACE	FUEL	45.12
	Total for Department 120		2,844.30*
FIRE DEPARTMENT	FIRE RELIEF ASSOC.	REIMBURSE TO FIRE RELIEF	31,588.00
FIRE DEPARTMENT	HEIMAN FIRE EQUIP. C	MAINTENANCE	95.40
FIRE DEPARTMENT	KDOM RADIO	ADVERTISING	289.50
FIRE DEPARTMENT	RIVERSIDE LAUNDRY	SERVICE	32.06
FIRE DEPARTMENT	CARQUEST AUTO PARTS	MAINTENANCE	148.77
	Total for Department 125		32,153.73*
STREET	MN ENERGY RESOURCES	HEATING	148.57
STREET	RUNNING'S SUPPLY	MAINTENANCE	183.82
STREET	CARQUEST AUTO PARTS	MAINTENANCE	36.34
	Total for Department 140		368.73*
HEALTH & SANITATION	NEAL GRUNEWALD	COMPOST SITE MANAGER	128.00
	Total for Department 145		128.00*
PARKS	RUNNING'S SUPPLY	MAINTENANCE	23.66
	Total for Department 165		23.66*
	Total for Fund 01		41,545.12*
LIBRARY	JAY KUEHL	SNOW REMOVAL	15.00
	Total for Department 171		15.00*
	Total for Fund 03		15.00*
AMBULANCE	BOUND TREE MEDICAL,	EQUIPMENT	59.88
AMBULANCE	VAUGHN CORWIN	EXPENSE	5.37
AMBULANCE	LEWIS FAMILY DRUG #5	SUPPLIES	252.16
AMBULANCE	TIM HACKER	EXPENSE	20.94
AMBULANCE	Verizon Wireless	TELEPHONE	89.81
AMBULANCE	PRAXAIR DISTRIBUTION	SERVICE	328.76
AMBULANCE	ALLAN REMPEL	EXPENSE	136.36
AMBULANCE	CARQUEST AUTO PARTS	MAINTENANCE	28.32

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
		Total for Department 176	921.60*
		Total for Fund 13	921.60*
MULTI-PURPOSE BUILDI	MN ENERGY RESOURCES	HEATING	581.25
		Total for Department 177	581.25*
		Total for Fund 14	581.25*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	6,242.10
LIQUOR	WIRTZ BEVERAGE MN WI	MERCHANDISE	786.75
LIQUOR	HAMMERS FURNITURE	MAINTENANCE	1,009.54
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	4,391.55
LIQUOR	A H HERMEL CANDY & T	MERCHANDISE	469.33
LIQUOR	JOHNSON BROS.	MERCHANDISE	1,709.96
LIQUOR	MN ENERGY RESOURCES	HEATING	168.10
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	1,470.24
		Total for Department 180	16,247.57*
		Total for Fund 60	16,247.57*
WATER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	130.31
WATER	STELLAR BILLING LLC	UTILITY BILL - SERVICES	792.44
WATER	MN ENERGY RESOURCES	HEATING	439.10
WATER	RUNNING'S SUPPLY	MAINTENANCE	154.97
WATER	KEVIN STEVENS	REIMBURSE FOR BOOTS	50.00
WATER	WENCK ASSOCIATES, IN	LANDFILL	1,599.00
		Total for Department 181	3,165.82*
		Total for Fund 61	3,165.82*
	RESCO	INVENTORY	3,116.43
		Total for Department	3,116.43*
ELECTRIC	CENTRAL MINNESOTA MU	CAPX2020 ASSESSMENT	2,832.00
ELECTRIC	CENTRAL MINNESOTA MU	CIP SERVICE ASSESSMENT	5,112.00
ELECTRIC	CENTRAL MINNESOTA MU	MMTG TRANSMISSION / DUES	2,551.40
ELECTRIC	CENTRAL MINNESOTA MU	POWER COST	228,728.04
ELECTRIC	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	130.32
ELECTRIC	STELLAR BILLING LLC	SPECIAL SERVICE	-106.24
ELECTRIC	STELLAR BILLING LLC	UTILITY BILL - SERVICES	1,634.45
ELECTRIC	MN ENERGY RESOURCES	HEATING	18.17
ELECTRIC	PRESTON ROSSOW	REIMBURSE FOR BOOTS	50.00
ELECTRIC	RUNNING'S SUPPLY	MAINTENANCE	63.02
		Total for Department 182	241,013.16*
		Total for Fund 62	244,129.59*
SEWER	COTTONWOOD COUNTY LA	GARBAGE	178.20
SEWER	MICHEAL HAUGEN	REIMBURSE FOR BOOTS	50.00

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
SEWER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	130.32
SEWER	STELLAR BILLING LLC	UTILITY BILL - SERVICES	792.44
SEWER	MN ENERGY RESOURCES	HEATING	130.81
SEWER	RUNNING'S SUPPLY	MAINTENANCE	91.98
	Total for Department 183		1,373.75*
	Total for Fund 63		1,373.75*
ARENA	R & R SPECIALTIES	MAINTENANCE	543.23
ARENA	RUNNING'S SUPPLY	MAINTENANCE	31.88
ARENA	UNIVAR USA INC	SUPPLIES	1,695.25
ARENA	CARQUEST AUTO PARTS	MAINTENANCE	23.73
	Total for Department 184		2,294.09*
	Total for Fund 64		2,294.09*
ECONOMIC DEVELOPMENT	PAMIDA	SUPPLIES	8.99
ECONOMIC DEVELOPMENT	QUALITY GLASS	MAINTENANCE	50.00
ECONOMIC DEVELOPMENT	WINDOM AREA CHAMBER	BUSINESS INVESTMENT	280.00
ECONOMIC DEVELOPMENT	BUILDING SPRINKLER I	SPRINKLER INSPECTION	252.73
ECONOMIC DEVELOPMENT	PERKINS MARKETING CO	MARKETING STUDY	3,000.00
	Total for Department 187		3,591.72*
	Total for Fund 67		3,591.72*
	VIVIAN DOWNS	REFUND - STATEMENT CREDI	1.48
	TERRY KNIGGE	REFUND - STATEMENT CREDI	.07
	NORMA KRUSE	REFUND - STATEMENT CREDI	.10
	CLARENCE MAJERUS	REFUND - STATEMENT CREDI	.37
	STACY PAASCH	REFUND - STATEMENT CREDI	.65
	NANCY PONCIN	REFUND-UTILITY PREPAYMEN	1.33
	Total for Department		4.00*
TELECOMMUNICATIONS	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	390.93
TELECOMMUNICATIONS	STELLAR BILLING LLC	UTILITY BILL - SERVICES	1,733.46
TELECOMMUNICATIONS	MN ENERGY RESOURCES	HEATING	27.83
TELECOMMUNICATIONS	RUNNING'S SUPPLY	MAINTENANCE	19.01
TELECOMMUNICATIONS	TOWER DISTRIBUTION C	SUBSCRIBER	217.26
TELECOMMUNICATIONS	VIVIAN DOWNS	REFUND - STATEMENT CREDI	20.85
TELECOMMUNICATIONS	TERRY KNIGGE	REFUND - STATEMENT CREDI	1.07
TELECOMMUNICATIONS	NORMA KRUSE	REFUND - STATEMENT CREDI	1.51
TELECOMMUNICATIONS	CLARENCE MAJERUS	REFUND - STATEMENT CREDI	14.60
TELECOMMUNICATIONS	STACY PAASCH	REFUND - STATEMENT CREDI	17.91
TELECOMMUNICATIONS	NANCY PONCIN	REFUND-UTILITY PREPAYMEN	29.06
	Total for Department 199		2,473.49*
	Total for Fund 69		2,477.49*
	Grand Total		316,343.00*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
------------	-------------	-------------	--------

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ELECTIONS	CMRS - TMS	POSTAGE	60.72
	Total for Department 102		60.72*
CITY OFFICE	CMRS - TMS	POSTAGE	530.17
CITY OFFICE	INDOFF, INC	SUPPLIES	29.60
CITY OFFICE	MII LIFE	VEBA	198.40
CITY OFFICE	HARLAND TECHNOLOGY S	SUPPLIES	15.70
	Total for Department 103		773.87*
P & Z / BUILDING OFF	CMRS - TMS	POSTAGE	28.04
P & Z / BUILDING OFF	INDOFF, INC	SUPPLIES	48.19
P & Z / BUILDING OFF	HY-VEE FOOD STORE	SUPPLIES	10.98
P & Z / BUILDING OFF	MII LIFE	VEBA	148.80
	Total for Department 106		236.01*
POLICE	CMRS - TMS	POSTAGE	8.27
POLICE	INDOFF, INC	SUPPLIES	917.78
POLICE	DONNA MARCY	EXPENSE	34.55
POLICE	MII LIFE	VEBA	1,126.80
POLICE	JEFFREY SHIRKEY	EXPENSE	7.47
	Total for Department 120		2,094.87*
FIRE DEPARTMENT	AMOCO OIL COMPANY	GAS	117.45
FIRE DEPARTMENT	CMRS - TMS	POSTAGE	14.22
FIRE DEPARTMENT	INDOFF, INC	SUPPLIES	36.04
	Total for Department 125		167.71*
STREET	AMOCO OIL COMPANY	GAS	514.97
STREET	CMRS - TMS	POSTAGE	5.28
STREET	JOHNSON HARDWARE	MAINTENANCE	28.48
STREET	MII LIFE	VEBA	841.92
	Total for Department 140		1,390.65*
PARKS	BROWN-NICOLLET COMMU	LICENSE	71.70
PARKS	CMRS - TMS	POSTAGE	3.63
PARKS	INDOFF, INC	SUPPLIES	31.61
PARKS	MII LIFE	VEBA	185.68
	Total for Department 165		292.62*
	Total for Fund 01		5,016.45*
LIBRARY	INDOFF, INC	SUPPLIES	113.38
LIBRARY	JOAN HUNTER	POSTAGE	38.35
LIBRARY	MN ENERGY RESOURCES	HEATING	195.62
	Total for Department 171		347.35*
	Total for Fund 03		347.35*
AIRPORT	CMRS - TMS	POSTAGE	64.22
	Total for Department 174		64.22*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
		Total for Fund 11	64.22*
AMBULANCE	CMRS - TMS	POSTAGE	30.80
		Total for Department 176	30.80*
		Total for Fund 13	30.80*
MULTI-PURPOSE BUILDI	CMRS - TMS	POSTAGE	39.28
MULTI-PURPOSE BUILDI	HY-VEE FOOD STORE	SUPPLIES	137.83
MULTI-PURPOSE BUILDI	MII LIFE	VEBA	284.88
		Total for Department 177	461.99*
		Total for Fund 14	461.99*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	3,591.35
LIQUOR	CMRS - TMS	POSTAGE	9.41
LIQUOR	WIRTZ BEVERAGE MN WI	MERCHANDISE	1,102.91
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	1,150.00
LIQUOR	JOHNSON BROS.	MERCHANDISE	1,640.07
LIQUOR	MII LIFE	VEBA	371.36
LIQUOR	PEPSIAMERICAS	MERCHANDISE	154.70
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	2,526.80
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	6,108.51
LIQUOR	HARLAND TECHNOLOGY S	SUPPLIES	4.60
LIQUOR	VINOUCPIA	MERCHANDISE	77.50
		Total for Department 180	16,737.21*
		Total for Fund 60	16,737.21*
WATER	CMRS - TMS	POSTAGE	228.88
WATER	DATA-PAC MAILING SYS	MAIL METER RENTAL	52.25
WATER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	153.28
WATER	HY-VEE FOOD STORE	SUPPLIES	15.03
WATER	MII LIFE	VEBA	374.54
WATER	HARLAND TECHNOLOGY S	SUPPLIES	9.21
		Total for Department 181	833.19*
		Total for Fund 61	833.19*
	RYLAN CASEMAN	REFUND - UTILITY PREPAYM	125.00
	FRANCISCO GARZA	REFUND - UTILITY PREPAYM	300.00
		Total for Department	425.00*
ELECTRIC	AMOCO OIL COMPANY	GAS	199.88
ELECTRIC	CMRS - TMS	POSTAGE	242.10
ELECTRIC	DATA-PAC MAILING SYS	MAIL METER RENTAL	52.25
ELECTRIC	GODFATHER'S PIZZA	EXPENSE	21.75
ELECTRIC	MARV GRUNIG	EXPENSE	70.00
ELECTRIC	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	153.28
ELECTRIC	MII LIFE	VEBA	1,049.86

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ELECTRIC	HARLAND TECHNOLOGY S	SUPPLIES	25.81
ELECTRIC	BANK MIDWEST	NSF CHECK	133.43
		Total for Department 182	1,948.36*
		Total for Fund 62	2,373.36*
SEWER	AMOCO OIL COMPANY	GAS	121.56
SEWER	CMRS - TMS	POSTAGE	222.02
SEWER	DATA-PAC MAILING SYS	MAIL METER RENTAL	52.25
SEWER	GODFATHER'S PIZZA	EXPENSE	21.74
SEWER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	153.28
SEWER	JOHNSON HARDWARE	MAINTENANCE	33.50
SEWER	GLENN LUND	SAFETY BOOK REIMBURSEMEN	50.00
SEWER	MII LIFE	VEBA	931.58
SEWER	HARLAND TECHNOLOGY S	SUPPLIES	9.21
		Total for Department 183	1,595.14*
		Total for Fund 63	1,595.14*
ARENA	AMOCO OIL COMPANY	GAS	42.52
ARENA	BROWN-NICOLLET COMMU	LICENSE	71.70
ARENA	CMRS - TMS	POSTAGE	45.44
ARENA	INDOFF, INC	SUPPLIES	40.08
ARENA	HY-VEE FOOD STORE	SUPPLIES	103.04
ARENA	MII LIFE	VEBA	371.36
ARENA	MN ENERGY RESOURCES	HEATING	416.41
ARENA	HARLAND TECHNOLOGY S	SUPPLIES	2.76
		Total for Department 184	1,093.31*
		Total for Fund 64	1,093.31*
	ELECTRIC FUND	LOAN PAYMENT TO ELEC SPE	698.01
	BANK MIDWEST	LOAN PAYMENT	1,345.64
		Total for Department	2,043.65*
ECONOMIC DEVELOPMENT	CMRS - TMS	POSTAGE	43.71
ECONOMIC DEVELOPMENT	INDOFF, INC	SUPPLIES	7.18
ECONOMIC DEVELOPMENT	ELECTRIC FUND	LOAN PAYMENT TO ELEC SPE	251.48
ECONOMIC DEVELOPMENT	HY-VEE FOOD STORE	SUPPLIES	102.63
ECONOMIC DEVELOPMENT	MII LIFE	VEBA	49.60
ECONOMIC DEVELOPMENT	HARLAND TECHNOLOGY S	SUPPLIES	2.76
ECONOMIC DEVELOPMENT	SNICKS SIGNS	MAINTENANCE	1,629.23
ECONOMIC DEVELOPMENT	BANK MIDWEST	LOAN PAYMENT	2,654.36
		Total for Department 187	4,740.95*
		Total for Fund 67	6,784.60*
TELECOMMUNICATIONS	AT & T	USAGE CHARGES	138.93
TELECOMMUNICATIONS	CMRS - TMS	POSTAGE	68.81
TELECOMMUNICATIONS	DATA-PAC MAILING SYS	MAIL METER RENTAL	156.75

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
TELECOMMUNICATIONS	DISH NETWORK	SERVICE	3,400.00
TELECOMMUNICATIONS	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	459.85
TELECOMMUNICATIONS	HY-VEE FOOD STORE	SUPPLIES	29.34
TELECOMMUNICATIONS	MII LIFE	VEBA	665.78
TELECOMMUNICATIONS	QWEST COMMUNICATIONS	LEXIS BILLING SERVICE	207.03
TELECOMMUNICATIONS	HARLAND TECHNOLOGY S	SUPPLIES	22.11
TELECOMMUNICATIONS	BANK MIDWEST	NSF CHECK	71.90
	Total for Department 199		5,220.50*
	Total for Fund 69		5,220.50*
	AFLAC	INSURANCE	397.84
	JOHNSON COUNTY COURT	PAYROLL DEDUCTION CDDM01	1,202.00
	LAW ENFORCMENT LABOR	UNION DUES	252.00
	LOCAL UNION #949	UNION DUES	1,418.36
	MN BENEFIT ASSOCIATI	INSURANCE	228.74
	SELECTACCOUNT	FLEX SPENDING	87.84
	Total for Department		3,586.78*
	Total for Fund 70		3,586.78*
	Grand Total		44,144.90*

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY HALL	SANDRA HERDER	CLEANING	325.50
CITY HALL	MELISSA PENAS	CLEANING	325.50
	Total for Department 115		651.00*
RECREATION	MN RECREATION & PARK DUES		63.00
	Total for Department 150		63.00*
	Total for Fund 01		714.00*
LIBRARY	SANDRA HERDER	CLEANING	353.40
LIBRARY	MELISSA PENAS	CLEANING	353.40
	Total for Department 171		706.80*
	Total for Fund 03		706.80*
POOL	MN RECREATION & PARK DUES		63.00
	Total for Department 175		63.00*
	Total for Fund 12		63.00*
LIQUOR	COLLINS BROTHERS, IN	MERCHANDISE	351.30
LIQUOR	FIELDSTONE VINEYARDS	MERCHANDISE	247.68
LIQUOR	PBC - PEPSI BEVERAGE	MERCHANDISE	154.70
LIQUOR	BANK MIDWEST	NSF CHECK	30.35
	Total for Department 180		784.03*
	Total for Fund 60		784.03*
WATER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	124.69
	Total for Department 181		124.69*
	Total for Fund 61		124.69*
ELECTRIC	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	124.69
	Total for Department 182		124.69*
	Total for Fund 62		124.69*
SEWER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	124.69
	Total for Department 183		124.69*
	Total for Fund 63		124.69*
ARENA	MN RECREATION & PARK DUES		62.00
ARENA	WINDOM YOUTH HOCKEY	ARENA - CONCESSION	3,706.37
	Total for Department 184		3,768.37*
	Total for Fund 64		3,768.37*
	DOUG BERGENDAHL	REIMBURSE-TELECOM BILL P	14.17
	Total for Department		14.17*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
TELECOMMUNICATIONS	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	374.06
TELECOMMUNICATIONS	QUEST	TELEPHONE	104.57
TELECOMMUNICATIONS	BANK MIDWEST	NSF CHECK	182.26
TELECOMMUNICATIONS	DOUG BERGENDAHL	REIMBURSE-TELECOM BILL P	138.23
		Total for Department 199	799.12*
		Total for Fund 69	813.29*
		Grand Total	7,223.56*



2011 Leadership Conference for Newly Elected Officials

Get off to a strong start in your new city leadership role by attending Minnesota's only comprehensive training opportunity available for newly elected city officials!

In just two days you will:

- Gain an understanding of your legal responsibilities and basic municipal finances.
- Learn how to avoid common missteps, pitfalls, and negative press.
- Understand the authority and limitations of the city council.

Get the information and resources you'll need to succeed as a new city leader.

Pre-conference Session for Mayors Only: So Now You're the Mayor!

Whether new to public office or moving up from a council seat, you have a lot of fun and some big challenges ahead! The Minnesota Mayor's Association (MMA) is teaming up with the League to offer a special Friday morning session to help you get off on the right foot. Come learn about the top 10 things you'll want to know as you assume your duties. Then enjoy a relaxed time of "coffee and conversation" with a panel of experienced mayors who've already been down this leadership path on which you're about to embark.

—**Register** (Link to: <http://mylmc.lmc.org/ebusiness/ProductCatalog/Product.aspx?ID=1649>) (NEW: you'll need to set up a MyLMC account in your name to register.)

—**Agenda** (Link to: <http://www.lmc.org/page/1/agenda-newlyelected11.jsp>)

—**Hotel Information** (Link to: <http://www.lmc.org/page/1/hotel-newlyelected11.jsp>)

—**Fee:** \$285

Dates/Locations:

Jan. 7-8—Nisswa

Grand View Lodge

23521 Nokomis Ave. (**view map** (Link to: [http://www.mapquest.com/maps?](http://www.mapquest.com/maps?city=Nisswa&state=MN&address=23521+Nokomis+Ave&zipcode=56468-2711&country=US&latitude=46.493493&longitude=-94.31361&geocode=ADDRESS)

[city=Nisswa&state=MN&address=23521+Nokomis+Ave&zipcode=56468-2711&country=US&latitude=46.493493&longitude=-94.31361&geocode=ADDRESS](http://www.mapquest.com/maps?city=Nisswa&state=MN&address=23521+Nokomis+Ave&zipcode=56468-2711&country=US&latitude=46.493493&longitude=-94.31361&geocode=ADDRESS))

Nisswa, MN 56468

Jan. 28-29—Mankato

Verizon Wireless Center

1 Civic Center Plaza (**view map** (*Link to: <http://www.mapquest.com/maps?city=Mankato&state=MN&address=1+Civic+Center+Plz&zipcode=56001-8822&country=US&latitude=44.165251&longitude=-94.003858&geocode=ADDRESS>*)

Mankato, MN 56001

Feb. 25-26—Brooklyn Center

Earle Brown Heritage Center

6155 Earle Brown Dr. (**view map** (*Link to: <http://www.mapquest.com/maps?city=Brooklyn+Center&state=MN&address=6155+Earle+Brown+Dr&zipcode=55430-2138&country=US&latitude=45.067113&longitude=-93.302225&geocode=ADDRESS>*)

Brooklyn Center, MN 55430

Your LMC Resource**Contact Rebecca Erickson**

Program Assistant

(651) 281-1222 or (800) 925-1122

rerickson@lmc.org (*Link to: <mailto:rerickson@lmc.org>*)**Special Accommodations***If you have special accommodation needs (dietary/mobility), please contact **Rebecca Erickson** using the contact information above.***Billing/Cancellation Policy**

- Online registrants will receive an invoice from the League via e-mail when their online registration is submitted; please pay from that invoice.
- All cancellation requests must be in writing, e-mailed, or faxed 7 days prior to the conference and are subject to a \$50 handling fee. All unpaid registrations not cancelled 7 days in advance will be billed at the full conference rate; no refunds will be made.
- Cancellations must be submitted by 4:30 p.m. on the date listed per event location below.
 - Nisswa: Dec. 31, 2010
 - Mankato: Jan. 21, 2011
 - Brooklyn Center: Feb. 18, 2011

Event Sponsors*Platinum Level:***4M Fund** (*Link to: <http://www.4mfund.com>*) **Administrators**

- RBC Dain Rauscher
- PMA Financial Network

- RBC Global Asset Management

Gold Level:

- **Xcel Energy** (*Link to: <http://xcelenergy.com/minnesota/Company/Pages/Home.aspx>*)

Copyright ©2010 League of Minnesota Cities, 145 University Ave. W, Saint Paul, MN 55103-2044 | Phone: (651) 281-1200 | Toll-Free: (800) 925-1122



2011 Leadership Conference for Experienced Officials

Delivering tough messages in tough times: Communicating with confidence and credibility

You face big challenges related to every aspect of city policymaking—budgeting, service delivery, land use, and more. It’s your job to explain these issues, find solutions, and engage a variety of people in the process.

This event will show you how to share your perspectives with confidence and credibility, and in a way that resonates with stakeholders.

At this hands-on, two-day event you will work with a nationally recognized trainer to:

- Practice what you learn through role-playing media interviews, public meetings, and discussions with residents.
- Identify the “influencers” in your audience and how to talk to them.
- Get better at thinking on your feet so you can answer tough questions from the public and media.
- Build key facilitation skills you need to talk with residents and others about city services and how to pay for those services.
- Earn 4 credits toward accreditation in the National League of Cities Leadership Training Institute.*

Presenter

Lindsay Strand, president of Lindsay Strand Associates, Inc., provides strategic communications consulting and executive speech coaching to organizations throughout the U.S. She is an adjunct faculty member at the University of Minnesota Carlson School of Management Executive Development Center, holds a master’s degree in public affairs reporting, and was an award-winning television journalist.

—**Register** (*Link to: <http://mylmc.lmc.org/ebusiness/ProductCatalog/Product.aspx?ID=1656>*) (*NEW: you’ll need to set up a MyLMC account in your name to register.*)

—**Agenda** (*Link to: <http://www.lmc.org/page/1/agenda-experienced2011.jsp>*)

—**Hotel information** (*Link to: <http://www.lmc.org/page/1/hotel-experienced2011.jsp>*)

—**Fee:** \$220 (includes meals and materials)

Dates/Locations

Jan. 7-8—Nisswa

Grand View Lodge

23521 Nokomis Ave. (**view map** (*Link to: <http://www.mapquest.com/maps/>*))

city=Nisswa&state=MN&address=23521+Nokomis+Ave&zipcode=56468-2711&country=US&latitude=46.493493&longitude=-94.31361&geocode=ADDRESS))

Nisswa, MN 56468

Jan. 28-29—Mankato

Verizon Wireless Center

1 Civic Center Plaza (**view map** *(Link to: <http://www.mapquest.com/maps?>*

city=Mankato&state=MN&address=1+Civic+Center+Plz&zipcode=56001-8822&country=US&latitude=44.165251&longitude=-94.003858&geocode=ADDRESS))

Mankato, MN 56001

Feb. 25-26—Brooklyn Center

Earle Brown Heritage Center

6155 Earle Brown Dr. (**view map** *(Link to: <http://www.mapquest.com/maps?>*

city=Brooklyn+Center&state=MN&address=6155+Earle+Brown+Dr&zipcode=55430-2138&country=US&latitude=45.067113&longitude=-93.302225&geocode=ADDRESS))

Brooklyn Center, MN 55430

*Leadership Training Institute is a National League of Cities' resource for leadership development and training for city officials. Participants in this event will receive 4 credits toward the Certificate of Achievement in Leadership program in the competency area of "Cornerstone." Get more information at **www.nlc.org** *(Link to: http://www.nlc.org/resources_for_cities/leadership_training_programs/617.aspx)* , **lti@nlc.org** *(Link to: <mailto:lti@nlc.org>)* , or (202) 626-3170.

Your LMC Resource

Contact Rebecca Erickson

Program Assistant

(651) 281-1222 or (800) 925-1122

rerickson@lmc.org *(Link to: <mailto:rerickson@lmc.org>)*

Special Accommodations

*If you have special accommodation needs (dietary/mobility), please contact **Rebecca Erickson** using the contact information above.*

Billing/Cancellation Policy

- Online registrants will receive an invoice from the League via e-mail when their online registration is submitted; please pay from that invoice.
- All cancellation requests must be in writing, e-mailed, or faxed 7 days prior to the conference and are subject to a \$50 handling fee. All unpaid registrations not cancelled 7 days in advance will be billed at the full conference rate; no refunds will be made.
- Cancellations must be submitted by 4:30 p.m. on the date listed per event location below.
Nisswa: Dec. 31, 2010

Mankato: Jan. 21, 2011

Brooklyn Center: Feb. 18, 2011

Event Sponsors

Platinum Level:

4M Fund (*Link to: <http://www.4mfund.com>*) **Administrators**

- RBC Dain Rauscher
- PMA Financial Network
- RBC Global Asset Management

Gold Level:

- **Xcel Energy** (*Link to: <http://xcelenergy.com/minnesota/Company/Pages/Home.aspx>*)

Copyright ©2010 League of Minnesota Cities, 145 University Ave. W, Saint Paul, MN 55103-2044 | Phone: (651) 281-1200 | Toll-Free: (800) 925-1122



Coalition of Greater Minnesota Cities

CGMC in Brief

December 2, 2010

Contact: Tim Flaherty
651-225-8840

No December unallotment, but FY12-13 forecast looks grim

Recently appointed Minnesota Management & Budget Commissioner Steve Sviggum and members of his staff presented the November budget forecast this afternoon. Commissioner Sviggum kicked off the presentation by outlining the three major themes: 1) There are not a lot of surprises. Minnesota is facing a large budget deficit in the next biennium. 2) There will not be any unallotment in December because of a revenue increase in the current biennium. 3) There is significant unfinished business that the new governor and legislature will need to address because of a large structural deficit in the amount of \$6.2 billion.

In the short term, the state budget outlook has improved. The balance for the FY 2010-11 has increased to \$399 million from the \$6 million projected in May. This increase results solely from expenditure savings including the six-month extension of a higher federal matching rate for Medical Assistance. A \$183 million decrease in health and human services spending due to lower medical assistance enrollment and \$123 million reduction in the FY 2011 debt service make up most of the balance. Revenues were slightly lower, with a \$44 million reduction in revenues. Given this balance, there will be no unallotment of Local Government Aid or other spending programs this December.

In the long term, state revenue growth is projected to grow by 5% in the next biennium. That growth, however, will be dwarfed by a 27.5% growth (\$8.3 billion) in expenditures. Three quarters of the spending growth (\$6.3 billion out of \$8.3 billion) was paid for by the federal stimulus, the education payment shift and one time budget actions during the current biennium. None of this funding will carry over into the next biennium. The remaining spending growth reflects "forecast program growth" in major areas. The forecast for general fund revenues is also down by \$904 million from the estimates at the end of last session due to a slightly weaker economic outlook.

The MMB staff stated that if the new governor chooses not to accept the early Medical Assistance from the federal government in January 2011, the general fund budget deficit will decrease by \$384 million. DFL House Minority Leader-elect Paul Thissen pointed out that if the money is not accepted, there will be a \$615 million deficit in the Health Care Access fund, which will indirectly raise insurance costs for everyone.

Cities urged to meet with new legislators

Flaherty & Hood staff have held several meetings over the past few weeks with city officials and new legislators in their districts, and have scheduled more meetings for the next two weeks. In a memo sent today to mayors and managers/administrators, we are urging all member cities to schedule similar



meetings with their new and returning legislators between now and the start of the legislative session (January 4) to bring them up to speed on LGA.

In general, Flaherty & Hood staff have found that the newly elected legislators have been receptive to learning about LGA during these meetings; furthermore, these meetings have been an excellent opportunity to dispel misinformation about the program that rural legislators may have picked up from statewide candidates during election season. Because it will be critical to secure as much support for LGA as possible prior to the legislative session, cities should meet with both new and returning legislators as soon as possible. Handouts that can be used during these meetings have been sent to mayors and managers/administrators and are attached.

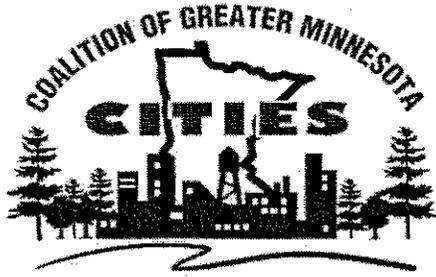
**SAVE THE DATE:
Legislative Action
Day**

Please save the date for CGMC's Legislative Action Day, which will be held **February 9** in St. Paul. Legislative Action Day is hosted at the Flaherty & Hood offices in St. Paul and includes a strategy session followed by time to lobby your local legislators at the Capitol. Afterwards, CGMC members and their legislators dine together at Mancini's Steakhouse. Save the date and stay tuned for more information!

**Time to update your
city's contact
information with
CGMC**

The deadline is approaching for cities to update their contact information with CGMC. Over the past few weeks, CGMC staff have sent all city managers/administrators a form through which they can update our member contact information database. Particularly because there are so many changes after elections, it is vital that we go through this updating process and have accurate contact information for your city. **City managers/administrators have been asked to return their contact information forms no later than Friday, December 3** (even if your city does not have any changes to its city council or mayor's office or staff, we would still like a returned form). Your help will be greatly appreciated.





Dedicated to a Strong Greater Minnesota

MEMORANDUM

To: CGMC Mayors and Managers
From: Tim Flaherty
Date: December 2, 2010
Re: Meetings with legislators before 2011 session

If you have not already scheduled a meeting with your legislators to discuss LGA, you should do so now. The 2011 session starts January 4.

Flaherty & Hood staff have been meeting with CGMC cities and their new legislators. It is important that CGMC cities also meet with both their new and returning legislators.

The meetings we have had so far have been successful. Our goal is to educate legislators about the purpose of LGA and its importance to cities in their legislative districts, even legislators who have strongly supported or opposed LGA in the past.

Please go through the following handouts at your meeting:

1. LGA: It keeps your cities affordable, vibrant and competitive (handout attached)
2. The Fundamentals of LGA (handout attached)
3. Individual legislative district analysis showing LGA amounts and the tax rates with and without LGA for each city in the district (a sample is attached. This handout is available upon request and will be customized for your legislative district. Please contact Colleen Millard at cfmillard@flaherty-hood.com to obtain this handout.)

Please note that you may request a Flaherty & Hood staff person to attend your meetings with legislators if you think it would be helpful. In addition to the handouts, you should talk about the cutbacks you have already made and the importance of LGA to your city.

Thank you for coordinating and attending these educational meetings and please give me some feedback after you have met with your legislators by emailing me at tpflaherty@flaherty-hood.com.

LGA: It keeps your cities affordable, vibrant & competitive

The purpose of LGA is to reduce property tax and service disparities between rural, metro and suburban cities.

- LGA promotes property tax fairness by distributing funding to cities based on their needs and tax bases.
- 65% of LGA goes to greater Minnesota because only 24% of the taxable market value can be found in greater Minnesota.
- The current LGA formula was proposed by Governor Pawlenty and meets the purpose of LGA, which is to reduce property tax disparities.
- Some suggested changes, such as distributing LGA based only on police, fire protection and other “essential” services, would weaken the program’s ability to alleviate property tax disparities.

Additional LGA cuts will hit greater Minnesota businesses and residents harder, making our communities even less competitive with the metro area.

- LGA has been cut over \$1 billion and city property taxes are up 59% since 2003.
- In addition to increasing property taxes, cities have cut personnel, reduced services for youth and seniors, decreased police and fire protection and emptied their reserves.
- LGA has been cut at levels disproportionate to its share of the state budget, leading to disproportionate property tax increases in greater Minnesota.

LGA must remain at \$527 million.

- This is 5% less than the amount certified in 2002.
- 2011 city budgets are being created right now based on the amount of aid certified by the Department of Revenue in July 2010.
- To be fiscally responsible, the state must honor the appropriation promised to cities; they have relied on that amount in setting their 2011 budgets.
- If LGA is cut in 2011, it would come in the middle of the city budget year, forcing cities to further reduce services, dry up cash flow accounts or engage in short-term borrowing.

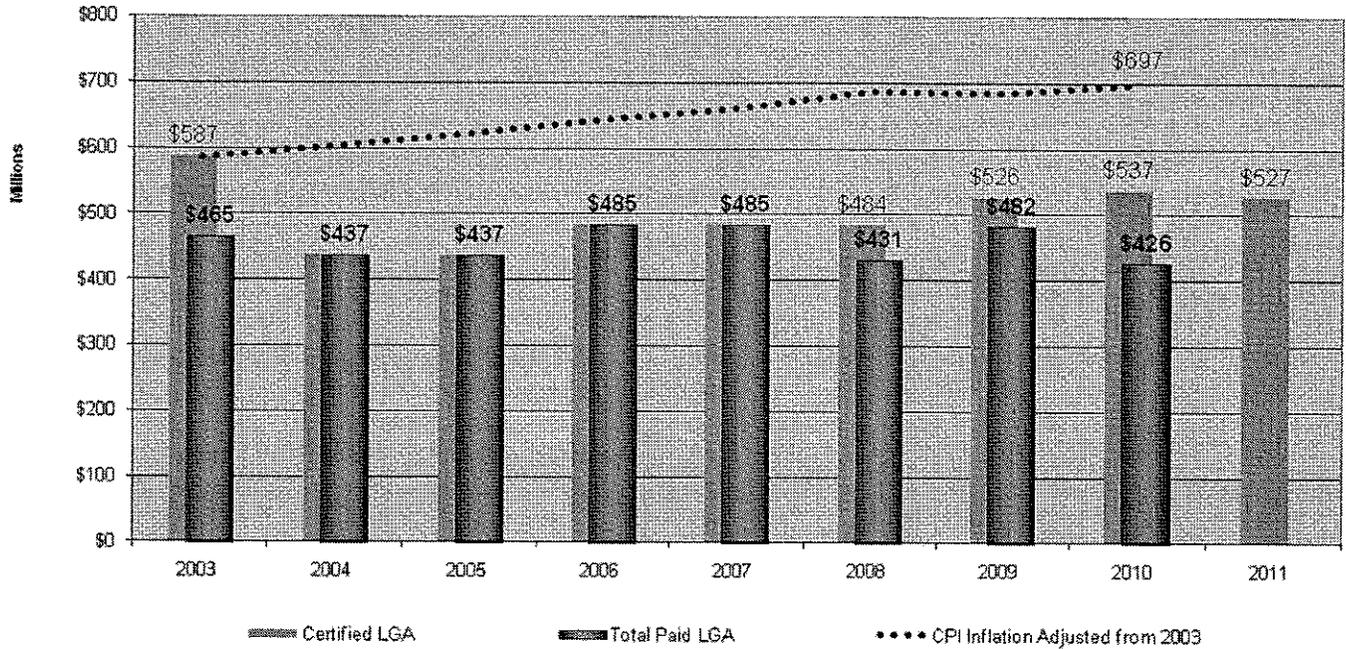


More on reverse!



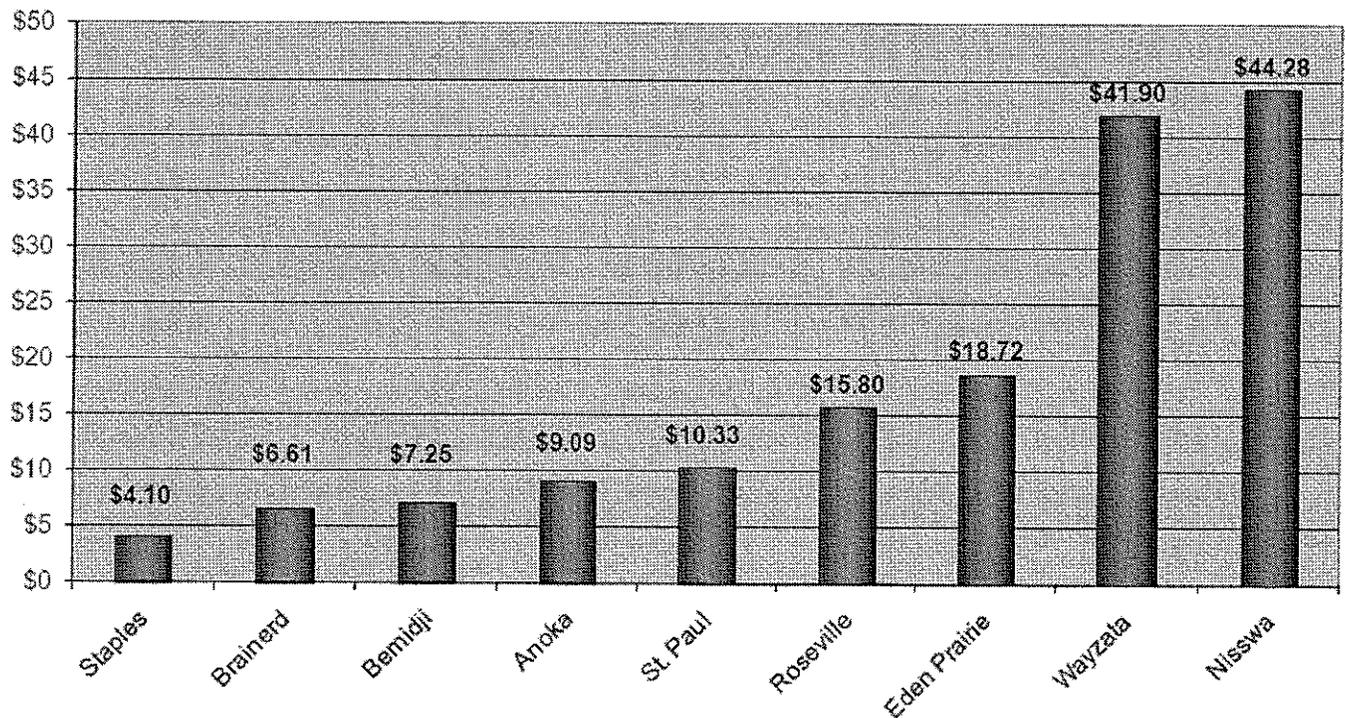
LGA History

Since 2003, LGA has been reduced several times, including a cumulative \$208 million from its certified amount since 2008.



Revenue Generated Per Person with a One-Percentage Point Increase in the City Tax Rate

Cities with lower property wealth do not have the same revenue-raising capabilities as wealthier cities do.



Fundamentals of LGA

Calculating City Property Taxes

Basic Formula:

$$\text{Gross City Taxes} = \text{Class Rate (based of type of property)} \times \text{Taxable Market Value} \times \text{Property Tax Rate}$$

For a \$150,000 Valued Residential Home:

$$\text{Gross City Taxes} = .01 \times \$150,000 \times \text{Property Tax Rate}$$

Property Tax Rate:

$$\text{City Property Tax Rate} = \frac{\text{Levy}}{\text{(City Total Tax Capacity)}}$$

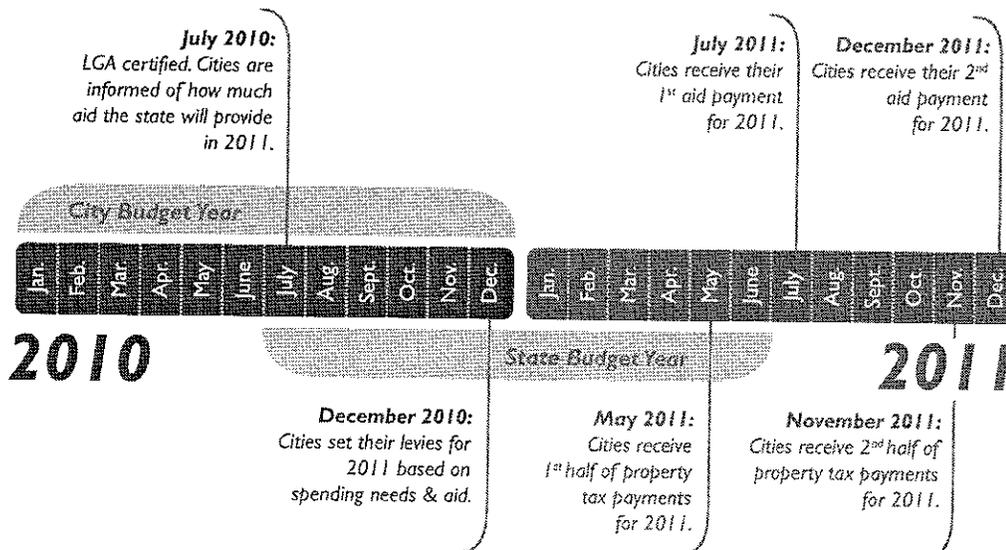
$$\text{City Total Tax Capacity} = \text{Sum of all properties within a City (Class Rate} \times \text{Taxable Market Value)}$$

Property taxes in three Minnesota cities:

Mendota Heights	Owatonna	Plainview
A suburban city that has a revenue base (levy + aid) of \$523 per person.	A regional center that has a revenue base of \$524 per person.	A small city that has a revenue base of \$524 per person.
Tax Rate = $\frac{6,139,380}{23,252,174} = 26\%$	Tax Rate = $\frac{9,443,426}{22,572,832} = 42\%$	Tax Rate = $\frac{1,181,743}{2,011,065} = 59\%$
City Property tax on a \$150,000 home		
$.01 \times \$150,000 \times .26 = \390	$.01 \times \$150,000 \times .42 = \630	$.01 \times \$150,000 \times .59 = \885
Local Government Aid		
LGA = \$0	LGA = \$3,806,322	LGA = \$605,671
LGA per Capita = \$0	LGA per Capita = \$150	LGA per Capita = \$178
Without LGA		
The city's spending and property tax rate would be the same.	The city's spending would have to be cut \$150 per capita or the tax rate would have to increase to 59%	The city's spending would have to be cut \$178 per capita or the tax rate would have to increase to 89%

City property taxes are added to county, school district and other levies to complete a property's total gross property taxes. At that point, other credits might lower an overall tax bill.

Property Tax Timeline



Gene Pelowski 31A

Statewide Average City TIC Tax Rate 39%

Rep/City	Population	Certified 2011 LGA (\$)	2010 Levy (\$)	2010 LGA (\$)	Total LGA & MVC cut from 2008 - 2010 (\$)	Revenue Raised per Person for Every One Point Increase in the City Tax Rate (\$)	TTC City Tax Rate 2010 with & without LGA (Assume full levy back)
							Current W/out LGA
Total 31A	33,886	11,230,644	8,628,216	9,905,444	-2,924,524		Current 32% W/out LGA 49%
Brownsville	471	58,162	110,978	61,118	0	7.47	32% 49%
Houston	979	437,975	424,387	285,736	-106,964	4.34	100% 167%
La Crescent	5,109	568,712	1,924,503	422,847	-378,619	7.27	52% 63%
Winona	27,474	10,187,418	6,169,126	9,162,003	-2,438,944	7.05	32% 79%

DRAFT



Post-Bulletin

Incoming budget director says need for unallotments unlikely

Wednesday, December 01, 2010

By Heather J. Carlson
The Post-Bulletin, Austin MN

The state's incoming budget director has some good news for cities, counties and school districts — it looks like no last-minute budget cuts through unallotment will be necessary, at least for now.

"It does not look like we'll have to short-term borrow or unallot, and that's good news for everybody," said Steve Sviggum.

Three weeks ago, the situation looked much more grim, but Sviggum said an uptick in revenue collections in recent weeks has made a big difference.

Rochester City Administrator Steve Kvenvold welcomed the news, saying he hopes that remains the case. In 2010, the city lost \$6.7 million in state aid dollars. The city expects to get a total of \$5.1 million in aid this year, and any unallotments would simply have to come out of the city's reserves.

"We haven't had much time to worry about it in some respects because we don't have any time to react to it," he said.

Republican Gov. Tim Pawlenty asked Sviggum to take over as commissioner of Minnesota Management and Budget for the final five weeks of his administration. Sviggum will replace Tom Hanson, who is leaving to work for a law firm.

Sviggum is the current commissioner of the state's Department of Labor and Industry.

For the Kenyon resident, the new job means taking the reins as the state faces a major budget shortfall. Thursday will be his first day on the job — the day the state releases its November budget forecast detailing the extent of the state's budget woes heading into next year's legislative session. The most recent budget forecast estimates a \$5.8 billion budget deficit.

"I am a little anxious knowing that the first day is the budget forecast. That's like being tossed right into the frying pan," he said.

As the former Republican Speaker of the House, Sviggum is used to being in the middle of the political action.

Uncertainty also looms as to whether or not the new governor will be in office by Jan. 3. A statewide recount in the close race between Democrat Mark Dayton and Republican Tom Emmer is expected to wrap up mid-December, but a lawsuit could delay the seating of a new governor. If that happens, Sviggum said, his staff will have to be ready to put a budget proposal together.

As for his next career move, Sviggum said he does not have any plans yet. He has been asked to serve as an adjunct professor at the University of Minnesota and said he will likely do that. Otherwise, he is keeping his options open. So does that mean he might return to politics?

"I would never say never," he said.

He said he would be content to spend the next year farming on his Kenyon property if that's what ends up happening. Right now, he spends his weekends driving the tractor and feeding livestock.

He added, "If it means the opportunity to just farm for the next year, I would enjoy doing that as well."

Post-Bulletin Company, L.L.C.
www.postbulletin.com



Levy Increases for 2011 Look Smaller Despite Deep Cuts to LGA, MVHC

The aggregate proposed levy increase was \$62.9 million (+3.4 percent), which is significantly lower than in recent years.

(Published Nov 23, 2010)

The Minnesota **Department of Revenue** ([Link to: http://taxes.state.mn.us/publications/Pages/Property-tax-levies-for-2011-up-by-2.6-percent.aspx](http://taxes.state.mn.us/publications/Pages/Property-tax-levies-for-2011-up-by-2.6-percent.aspx)) released aggregated information on the preliminary levy proposals of local units of government for taxes payable in 2011.

Despite deep mid-year cuts in 2010 city aids and credit reimbursements and additional cuts for 2011, the aggregate proposed levy increase was \$62.9 million (+3.4 percent), which is significantly lower than in recent years. County proposed property tax levy increases of \$43.2 million (+1.65 percent), while school districts proposed levy increases of \$57.1 million (+2.6 percent).

The relatively modest aggregate city levy increase is notable given the magnitude of recent cuts in city local government aid (LGA) and market value homestead credit (MVHC) reimbursements for 2010 and 2011. Cities experienced a reduction in 2010 LGA and MVHC programs that totaled \$180 million. For the distribution of 2011 aids and credits, cities have already experienced an additional \$56.5 million reduction. Under state law, cities could have levied to replace all of these 2010 and 2011 cuts.

For more than 650 cities, the proposed 2011 levy increase is less than the total of lost aids and credit reimbursements. In other words, even though city levies will be increasing by 3.4 percent, most cities will actually have fewer total revenues for 2011 and smaller municipal budgets.

A total of 88 cities (10.3 percent) reduced their property tax levy for 2011 and an additional 164 cities (19.4 percent) froze their 2011 levy at the 2010 level. For the cities that are proposing increases for 2011, the average per capita increase is \$30.

In addition to the “truth-in-taxation” process, cities with populations over 2,500 are covered by a state law that limits their property taxes. However, given the state of the economy and the challenges faced by homeowners and businesses, it is clear that many of these city councils chose not to use the entire levy authority available under state-imposed levy limits.

Your LMC Resource

Contact Rachel Walker

Manager, Policy Analysis

(651) 281-1236 or (800) 925-1122

rwalker@lmc.org ([Link to: mailto:rwalker@lmc.org](mailto:rwalker@lmc.org))

<http://www.lmc.org/page/1/levyincreases2011.jsp>

11/24/2010

Cost-cutting, revenue-increasing ideas to come before council

SUZANNE ROOK, srook@northfieldnews.com
Posted: Monday, November 29, 2010 5:01 pm

Put a hold on the library's expansion. Ask the hospital to contribute to city's general fund. Consider extricating itself from ownership of the Northfield Community Resource Center.

These ideas and others will be put before the City Council Tuesday as part of a recommendation from its Ad Hoc Finance Group, a task force charged with devising strategies to help maintain and improve the city's financial health given expectations that state aid will continue to dwindle, if not evaporate entirely.

The group, formed this fall, worked with the city's finance director and interim administrator to formulate its recommendations which fell into six areas: Northfield Hospital, the NCRC, Northfield Rural Fire District, non-tax revenues, Carleton and St. Olaf colleges and Northfield Public Library.

The group, in a memo to be discussed at Tuesday's council meeting, suggested that the city, as guarantor of the hospital's \$29 million debt, ask the hospital for annual payments.

While the hospital's clinic is taxable property, the hospital facility is not, meaning it isn't paying for fire and police services provided it by the city, the report found.

The group also recommended that the city study a new ownership arrangement with the NCRC tenants to eliminate its costs for the building it houses several public service agencies, including the school district's Community Education division.

The city pays about \$210,000 annually for debt repayment and loses another \$160,000 per year in facility subsidies.

"Funds 'freed up' from a reduction in the city's operating costs for the NCRC will provide funding for the 'core' city services and help to mitigate the need to raise property taxes," the report said.

Renegotiated the city's agreement with the Rural Fire district should also take precedence, said the group in its report. In accordance with the 1970 agreement, the district paid the city \$65,000 in 2010. A November 2009 calculation completed by then-Administrator Joel Walinski suggested the rural district pay about 24.5 percent of the annual operational budget. In 2009, that would have totaled about \$91,000.

The only cost savings the group found at the city's library would entail further cuts in service or increases in fees, moves it finds the city may need to consider in 2012. In the meantime, it suggests postponing the proposed expansion of the downtown building until decisions on the construction of a new Safety Center and upgrades to sewer and water systems have been made.

Other non-tax revenues should be considered, according to the report, which noted that those dollars would fall under the control of the city, not the state. The council in 2009 considered approving a streetlight fee which would be charged each Northfield property owners. But after loud complaints from the colleges, it never approved the plan.

The colleges, which donate about \$73,000 each to the city, shouldn't be targeted for additional revenue, said the group. The report found few other college communities which receive such contributions, and, it noted, the two schools have donated about \$450,000 to city groups including the hospital, police and fire

departments and the veterans memorial fund. And while the majority of the colleges' land is non-taxable, they pay about \$252,000 combined annually in property taxes, according to the report.

Any of the recommendations would have to be approved by the City Council before they took effect.

The council is also expected to discuss possible changes to the city's rental ordinance including provisions that would allow professors on sabbatical to rent their homes for a prescribed period of time. Also on the table are rental licensing requirements for homeowners in a hardship situation.

The work session begins at 7 p.m. in the city council chambers in City Hall.

—*Suzanne Rook covers the city for the Northfield News. Reach her at 507-645-1113.*



Goldline.com/Gold

News Sports Opinion Forums Lifestyle Sections Ads Jobs Classifieds CU Ext

Local News

/ News / Local News /

Housing market stable in YMC...»



News, Blog:

I am looking for:

Search input field

In: News, Blogs & Ev

- Local News
- Obituaries
- Lifestyle
- Business
- News of Record
- Features
- Minnesota News
- Ag and Extension
- National News
- International News
- SUBMIT News

Marshall budget proposals get response

November 24, 2010 - By Deb Gau

Save | Comments (2) | Post a comment |

MARSHALL - It wasn't the regular meeting of the Marshall City Council that drew the most public attention on Tuesday night, but a special budget session held afterward. Members of the Marshall Cable Commission and the Marshall-Lyon County Library Board voiced their concerns over the proposed city budget for 2011.

Representatives of the cable commission said proposed reductions would hurt the quality of Marshall's local-access cable broadcasts, while library board members had concerns about the budget's effect on employee pay.

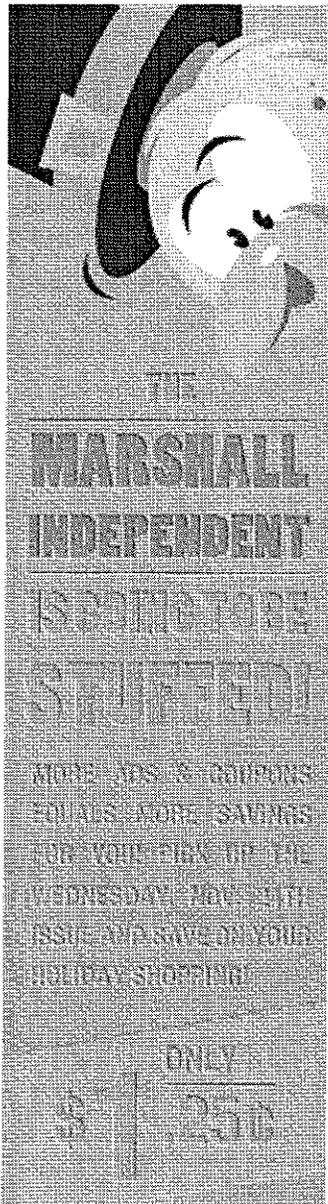
Tuesday's budget meeting was the ninth in a series of workshops city officials and council members held this fall. A public hearing on the proposed budget will be held next week.

David Patterson of the cable commission told council members that cuts to the cable budget would mean a step backward for broadcast quality. The city proposed a reduction of about \$23,000 for personnel costs in the city's cable budget, which would reduce hours and pay for part-time and full-time employees. Additional cable budget items covering equipment costs were also removed, said Marshall city administrator Ben Martig.

Patterson said personnel cuts would mean reduced hours for Studio 1 employees, and more limits on the channel's local broadcasts.

Members of the library board said they also had concerns about the proposed budget for next year.

For the library, Martig said the city's proposed contribution to the library budget had been kept to a 3 percent increase, to match the city's preliminary levy increase. That means a total city contribution of about \$483,000 to the library next year.



But, said library board president Al Kruse, in 2008 the library froze pay step increases for its employees to go along with a proposal for city employees.

"Later we found out the city didn't do the freeze, so our people are behind," he said. The library may have difficulty trying to make up for the difference.

Council member Mike Boedigheimer said he wanted to know how many library employees were affected by the freeze, and how much it would cost to make up for it. In later discussion, council members said they thought the city had not required the step increase freeze - the city has no control over what the library pays its employees, Martig said.

Martig and council members said they'd consider the two requests in their budget planning.

The public hearing on the 2011 city budget will start at 6 p.m. on Dec. 1. Marshall Mayor Bob Byrnes said taxpayers have already been mailed preliminary statements, reflecting the proposed city budget and levy.

In the council's regular meeting, the council approved a cooperative construction agreement with Lyon County for a realignment of Country Club Drive near the intersection with Lyon County Road 7 and Highway 23. The realignment would redirect Country Club Drive to connect with County Road 7, changing the current three-way intersection with Highway 23 into a two-way intersection. Marshall city engineer Glenn Olson said a realignment would prepare the way for a proposed interchange at the intersection of 23 and 7.

Olson said there is state transportation improvement funding set aside for the realignment in 2011, and he recommended the council approve the cooperative agreement. However, he warned council members that realignment would be an expensive project for the city, and the highway interchange may not happen soon, or may have significant design changes if and when it does happen.

Save | Comments (2) | Post a comment

Recommend Be the first of your friends to recommend this.

Subscribe to Marshall Independent

City debates costs of replacing police officer

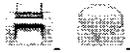
By Joshua Dixon, Staff Writer

Redwood Gazette

Posted Nov 18, 2010 @ 12:32 PM

Recommend

Be the first of your friends to recommend this.



Redwood Falls, Minn. —

With the city's budget being cut in unexpected ways every year, can the city afford to replace a recently retired full-time police officer? Can it afford not to?

That was the main issue confronting the Redwood Falls City Council at its Tuesday evening meeting.

Until several months ago, the police department was funded to pay for the equivalent of 11.5 full-time positions, with several part-timers making up part of that number.

With the city taking hits in Local Government Aid (LGA) from the state this past year, the city council hoped to drop the number of full-time police officers down to the equivalent of 10.5.

Not hiring a replacement animal control officer helped, in a sense. The trade-off is that the police officers are spending a lot more time than before on animal control efforts.

To save further money, the city has been considering replacing a retired full-time police officer with a part-timer.

However, there have been costs other than monetary. Police Chief Mark Dressen pointed out that currently there are two shifts when only one officer is on patrol in town.

At Tuesday's city council meeting, the police commission recommended the city just commit itself to hiring a new full-time police officer, even with the threat of addition cuts in state funding looming.

Councilor John Buckley leaned toward accepting the recommendation, saying, "It's a matter of public safety. We can't not respond to calls, and say, 'Sorry, we can't come because the budget was cut.'"

Buckley suggested the department look at putting a cap on overtime as a way to contain the cost of hiring an additional officer.

However, Councilor Mike Salmon was concerned about how much of the city's annual budget is already being consumed by the police department.

"The police department has a budget of over a million dollars a year," Salmon said. "That's over a third of the city's general fund. If our LGA is reduced, the police department's budget is going to be one of the first ones cut."

He also was concerned about the city going through the expense of training and equipping a part-time officer, only to have him or her leave shortly afterward for full-time employment elsewhere.

After learning of the various options available, the councilors decided to table the issue for another month for more study, and to hear input from the public.

In other city news, the council:

- Approved a \$14,800 proposal from Barr Engineering to evaluate the cost of installing a new hydroelectric generator in the existing power plant.
- Approved the annual trade of a Public Utilities backhoe for \$6,000.
- Approved using a \$20,000 cash donation to the RACC from Bernick's Pepsi to pay for equipment and construction at the RACC and Redwood Falls Aquatic Center.
- Approved Resolution #43 appointing Bryan R. Benjamin, P.E., of Bonestroo, Inc. as the engineer to represent the city in matters pertaining to various street and transportation projects.
- Approved having the city take its long term disability insurance for city employees from National Insurance Services, underwritten by Madison National Life Insurance Co.
- Accepted a \$6,885 grant from the Minnesota Historical Society to pay for designing and producing a map to help residents and tourists go on walking tours of historic sites in Redwood Falls.

Copyright 2010 Redwood Falls Gazette. Some rights reserved

Comments (0)

Login or register to post a comment:

Login

Username:

Password:

Forgot password

Register

Email:

First Name:

Last Name:

I agree to the terms of use

I am over 13 years of age

NOTE: Your inbox must accept emails from "no-reply@gatehousemedia.com"

[Register](#)



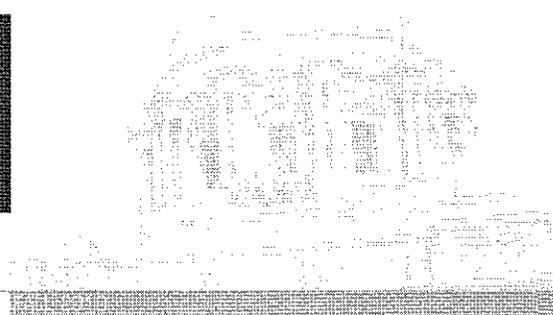
[Privacy Policy](#) | [Terms of Service](#) |

Redwood Falls Gazette | 219 South Washington Street (P.O. Box 299) Redwood Falls, MN 56283

Copyright © 2006-2010 GateHouse Media, Inc. Some Rights Reserved.

Original content available for non-commercial use under a Creative Commons license, except where noted.

SEO by eLocalListing | [Advertiser profiles](#) | [RadarFrog Merchant Directory](#)



City of Winona appoints Flaherty & Hood city attorney



On November 15, the Winona City Council appointed attorney/shareholder **Chris Hood** to serve as its new city attorney following the retirement of current city attorney Richard Blahnik. Flaherty & Hood was chosen among three finalists interviewed by the City Council in October.

Flaherty & Hood has served the City of Winona in various legal and legislative capacities for many years, with Chris Hood having served as special project counsel for the city on numerous municipal matters for over 17 years. In this expanded role as city attorney, Chris, along with the other attorneys at Flaherty & Hood, will build on their experience with the city by continuing to develop positive working relationships with elected city officials and staff while providing high quality and affordable legal services in such areas as public labor and employment, economic development, land use, real estate, litigation and criminal prosecution, among others.

Flaherty & Hood to open Winona office to serve city and southeastern Minnesota

To better serve the City of Winona and cities across the southeast region of the state, Flaherty & Hood will also be opening a regional office in Winona commencing January 1, 2011. This new location creates an exciting opportunity for the firm to make a network of highly regarded and cost-effective legal, legislative and public relations resources available to our southeast municipal clients.

For more information, contact Chris Hood at cmhood@flaherty-hood.com.

LEGAL NEWS

Furloughs: Are they worth it?

To cut personnel costs and avoid layoffs, many employers are considering or have implemented "furloughs" (i.e., reducing normal hours worked without paying employees for such reduction). This potential cost-cutting measure, however, has various legal, financial and operational factors that employers should consider. Legal considerations include whether the action or effects of it must be negotiated and agreed to by respective unions before implemented, or whether a federal Fair Labor Standards Act exempt employee must still be paid his or her entire weekly salary during the weeks of furloughs. Further, financial and operational considerations include whether furloughed employees retain city-provided benefits or are otherwise entitled to unemployment insurance benefits and whether the productivity and efficiency of employees will decline as a result of the reduced work hours. Before implementing furloughs, employers should review policies, benefit plans, labor contracts and individual employment agreements, along with potential impacts on finances and operations, and

discuss the potential of furloughs with employees and unions.

For more information, contact Brandon Fitzsimmons at bmfitzsimmons@flaherty-hood.com.

WI phosphorus regulations could affect municipal pocketbooks in MN

Phosphorus standards recently adopted in Wisconsin may result in significantly more restrictive and expensive compliance requirements for Minnesota municipalities and agricultural interests. The standards divide Wisconsin lakes and rivers into twelve categories and apply phosphorus standards ranging from 100 ug/L for certain listed rivers, down to 5 ug/L for Lake Superior open and near-shore waters. The allowable loading is calculated based on a two-year low-flow regime. Significantly, the standards apply regardless of the actual impact on algal growth.

These standards could create problems for Minnesota because the Mississippi River serves as the border between the two states and, under federal law, the border state must achieve the stricter standard. As approximately 70 percent of the state drains into the Mississippi River, wastewater facilities throughout the state could be forced to

undergo expensive retrofits.

Flaherty & Hood is working with affected stakeholders on these standards and intends to meet with EPA administrators on addressing this interstate issue.

For more information, please contact Steve Nyhus at swnyhus@flaherty-hood.com or Elizabeth Wefel at ewefel@flaherty-hood.com.

MESERB fall meeting focuses on proposed water regulations



The Minnesota Environmental Science and Economic Review Board (MESERB) held its 2010 fall meeting in Melrose. Flaherty & Hood attorneys **Steve Nyhus** and **J.D. Burton** provided staffing assistance and a legal activities report to the group. Attendees discussed issues including proposed numeric nutrient standards for Minnesota rivers and streams, environmental laboratory regulations, effluent limits for mercury affecting northern Minnesota communities and in-progress Total Maximum Daily Load (TMDL) projects for the Minnesota River and Lake Pepin. The group also heard a lunch-

time presentation by Dr. Heiko L. Schoenfuss of St. Cloud State University, a leader in research on endocrine disrupting compounds, on his work regarding trace chemicals found in Minnesota surface waters, their effects and options for addressing the issue.

For more information, contact Steve Nyhus at swnyhus@flaherty-hood.com.

TMDL? What's a TMDL?

The federal Clean Water Act requires states to identify lakes and streams that do not meet state water quality standards ("im-

paired waters") and develop Total Maximum Daily Load (TMDL) plans to clean them up. These plans can be extensive and can involve cities, businesses, farms, lake associations and multiple state agencies. Some state agency staff have expressed concern about cities not always being "at the table" to speak up for themselves and ensure they get treated fairly in TMDL development. A restrictive wasteload allocation adopted in a TMDL can have expensive treatment impacts for cities. To find out if any local TMDL projects affect your city, please contact the Minneso-

ta Pollution Control Agency staff responsible for issuing and enforcing your city's wastewater treatment permit. For more information, please visit the MESERB website at www.meserb.org and click on the "Links" page for state agency information.

For more information, contact Steve Nyhus at swnyhus@flaherty-hood.com.

LEGISLATIVE NEWS

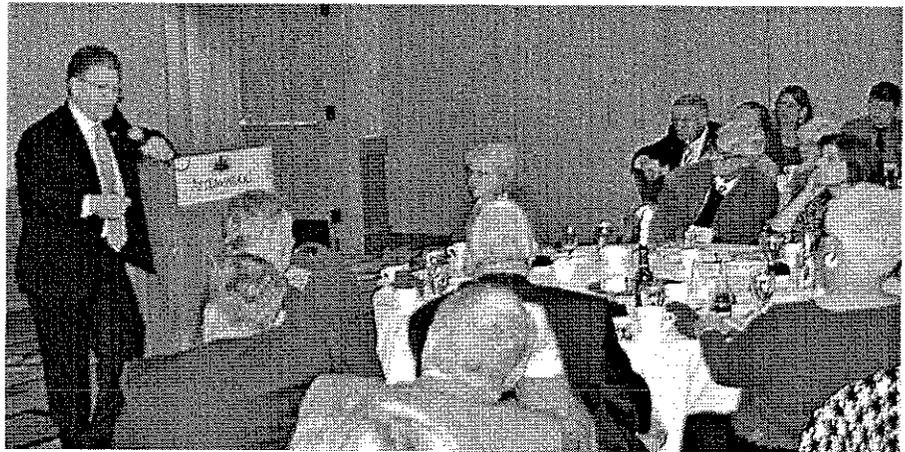
Cities hear from lawmakers, set policies at fall conference

U.S. Sen. Al Franken joined members of the Coalition of Greater Minnesota Cities (CGMC) on Veterans Day as keynote speaker for the organization's annual fall conference, which was held November 10 - 12 in Alexandria. Addressing current economic uncertainties, Sen. Franken discussed how the "greatest generation" lifted the country to a post-war economic boom by focusing on investments in education, infrastructure and research and development. Efforts to economic prosperity today, according to Sen. Franken, should focus on emulating these investments and strengthening the middle class.

CGMC members also heard from guest speaker Dan Dorman, a former Republican state Representative and current executive director of the Albert Lea Economic Development Agency. Dorman gave members his perspective on working with the new majority GOP caucuses in the state House and Senate, drawing upon examples from his own time as a member of the House majority during the 1999 - 2006 sessions.

The CGMC fall conference is an annual event at which members develop policies, strategies and messaging for the upcoming legislative session. Flaherty & Hood, which has served the Coalition for over 20 years, organizes two conferences in greater Minnesota and a legislative action day in St. Paul each year to engage members, define lobbying goals and strategies and educate state lawmakers on rural issues.

For more information, contact Bradley Peterson at bmpeterson@flaherty-hood.com.



Sen. Al Franken speaks with CGMC members about restoring economic prosperity at the group's annual fall conference.

New GOP majorities make for uncertain 2011 bonding bill future

Conventional wisdom at the Capitol held that if both houses remained in Democratic hands and Mark Dayton took the governor's office, a large bonding bill would jumpstart the 2011 legislative session and revisit projects vetoed by Governor Pawlenty in 2010. However, with new Republican majorities in both the House and Senate, the prospects for a bonding bill have become less clear.

That is not to say, however, that the legislature will not tackle a bonding bill in 2011. Newly appointed Senate Majority Leader Amy Koch (R-Buffalo) stated in a Minnesota Public Radio interview that a bonding bill is "something down the line a little bit. I think that there are a lot of things to be done first," adding that if there were a bonding bill, the focus would be on infrastructure and transportation.

So what should the course of action be for communities who may want to pursue bonding projects? Flaherty & Hood's experience

in leading bonding projects during periods of varying legislative appetites and economic climates for such bills tells us to press ahead with introducing client projects at the legislature. For one, at this early point in time, no one knows definitively what types of projects could be included in a potential bonding bill, and as such, there are few reasons for not putting a project in play early. Secondly, taking a long-term view on bonding projects helps clients in the end. Historically, bonding bills are usually finalized in the even-year of the biennium, which means achieving a successful outcome for a project is at least a two-year process.

With a long-term perspective in mind, now is the time to thoroughly educate local legislators and Capital Investment Committee chairs and members on the merits of bonding projects. Although the 2011 bonding bill may be uncertain, early groundwork may pay-off down the road.

For more information, contact Bradley Peterson at bmpeterson@flaherty-hood.com.

Reforming committee structure a goal of new GOP legislative majorities

The change in party control of the legislature will also bring a change in its committee structure. On November 16, the House and Senate Republican majority leadership unveiled their plan to "streamline" the House and Senate committees, including reducing the number of Senate committees from 25 to 16, and the number of House committees from 36 to 24. In total, the legislature will reduce its committees by approximately 35 percent.

Although the major committees of Taxes, Capital Investment and Ways and Means will remain undisturbed, the majority downsized the number of policy and finance committees significantly, choosing instead to merge committees rather than eliminate them outright. Additionally, the elimination of the House Finance Committee and all finance divisions means all finance bills will be referred directly to the proper finance committee, rather than making a stop in a finance division. Finally, several policy committees are now labeled "reform" committees, including education, health and regulatory reform committees. Leadership estimates the new structure may save the state upwards of \$750,000, but will also result in "double-digit" staff job losses.

For more information, contact J.D. Burton at jdburton@flaherty-hood.com.

City of Red Wing to continue pursuing solution to nuclear waste issue

During the 2011 legislative session, the City of Red Wing and Flaherty & Hood will continue an initiative launched in 2010 that aims to find a legislative solution to the city's long-term nuclear waste storage. At the heart of this issue, the city is concerned about the state and local implications of the federal government continuing to fail in meeting its obligations to remove the waste from Minnesota. Under federal law, the United States Department of Energy should have started the process of removing the waste in 1998.



During the 2011 legislative session, senior attorney **Joe Sullivan** will work with the City of Red Wing, legislators and other stakeholders to pass a comprehensive state study of the long-term costs of storing nuclear waste in Minnesota.

For more information, contact Joe Sullivan at jksullivan@flaherty-hood.com.

MEDIA NEWS

Strategic communications and media relations help shape debate

The team at Flaherty & Hood has long recognized that a successful advocacy program requires more than just boots on the ground at the Capitol. It also requires a strong public relations and media program to help inform the public and shape the discussion. A case in point was the work done this summer on behalf of the Coalition of Greater Minnesota Cities (CGMC).

With a statewide media tour in June, a press conference to support the roll-out of CGMC's state budget simulator and editorials in newspapers across the state, CGMC was successful in making Local Government Aid a substantive and informed part of the gubernatorial debate. With a slew of new legislators and a new governor, a focused strategic communications program will be more important than ever in getting your message heard by the legislature and public. Whether it is through the local paper or the statewide

Capitol press corps, we can help execute editorial visits, press conferences, press releases, guest columns and quick reaction to events. We can also help train your spokespeople so they are ready to go when it is time to get your message out.

For more information, contact senior media advisor Glen Fladeboe at gfladeboe@flaherty-hood.com.

Keep up with Flaherty & Hood at our new online home



Flaherty & Hood is excited to launch its redesigned website at www.flaherty-hood.com. The new site, designed by communications specialist **Erin Flaherty**, features a more dynamic display of Flaherty & Hood news and connects the dots between our attorneys and staff and their practice areas and recent accomplishments. The new site has also been optimized to return better search results, which is beneficial to clients highlighted in news items.

Please send any suggestions or feedback to Erin Flaherty at enflaherty@flaherty-hood.com.

2010 Election by the numbers

3,128,795	Registered voters
2,106,994	Voters on Nov. 2, 2010
8,755	Votes separating Dayton & Emmer
2,392	Total vote margin in four closest state Senate races separating GOP majority from DFL minority
672	Total vote margin in six closest state House races separating the GOP majority from DFL minority
492	Years of legislator experience lost to retirements or defeats
134	Total state House seats
72	Republican state House seats
62	DFL state House seats
43	Female state House seats
36	New state House members
33	New Republican state House members
3	New DFL state House members
67	Total state Senate seats
37	Republican state Senate seats
30	DFL state Senate seats
24	New state Senate members
21	New Republican state Senate members
3	New DFL state Senate members
100%	Of all first-term state Senate members lost their first reelection
0	Republican state House and Senate members who lost reelection

For more information on election results, contact Steve Peterson at smpeterson@flaherty-hood.com.

Visit Flaherty & Hood @ www.flaherty-hood.com

And while you're at it, visit the other sites we manage for clients!

- www.GreaterMNCities.org
- www.MyMINBudget.com
- www.ThankLGA.org
- www.GMETrust.org
- www.ExpandRochester.com
- www.ALASDistrict.org
- www.USHighway14.com
- www.MESERB.org

STAFF NEWS

Seminars and presentations



Flaherty & Hood senior attorney **Brandon Fitzsimmons** conducted a workshop on October 20 for the City of Austin's supervisors and managers entitled "Handling Personnel Performance and Conduct and Performance Evaluations." Fitzsimmons covered areas such as the foundations for performance and conduct management, the process to address personnel problems in Minnesota's public sector and the process and substance of performance evaluations.

Contact Brandon at bmfitzsimmons@flaherty-hood.com.

NEWS YOU CAN USE

Click the red links to learn more about recent case decisions of interest.

The Minnesota Court of Appeals overturned a summary judgment in favor of the City of Bloomington and the Metropolitan Airports Commission on claims of regulatory taking and inverse condemnation brought by a business located 2,500 feet from a Minneapolis-St. Paul International Airport runway. Zoning regulations in the area affected the business' ability to expand. The Court held that the Minnesota Constitution's prohibition on taking private property for a public use without justification is broader than that offered by the U.S. Constitution, and that Minnesota law draws a distinction between more general "arbitration regulations" and "enterprise regulations" that benefit a particular public or private business. "Courts must consider whether a property owner has suffered a substantial and measurable decline in property value because of a governmental regulation, and a private property owner may not be forced to bear a burden for the benefit of the general public." As to the inverse condemnation claim, the Court held that a claimant must demonstrate a "substantial diminution in value." In both instances, these are issues of fact that must be resolved by the fact-finding court. *Interstate Companies, et al. v. City of Bloomington, et al.*, No. A10-481 (Minn. Ct. App. November 9, 2010).

Stork circles Flaherty & Hood offices

The Flaherty & Hood family has added several new "team members" over the past few months. On August 11, senior attorney **Brandon Fitzsimmons** and his wife Alex entered parenthood with the birth of their first son, Francesco Michael. Senior attorney **Joe Sullivan** and his wife Kara welcomed their second daughter, Vera Elizabeth, on October 21. And finally, senior attorney **Steve Nyhus** and his wife Dana added to their family with the birth of their second daughter, Isabella Grace, on November 15.

The Minnesota Supreme Court held that the City of St. Louis Park was within its authority under Minnesota Statutes Section 462.355, subd. 4(a) to adopt an interim ordinance establishing a moratorium on permitting pawn establishments pending a study on pawnshops in the city in general, and to examine the impact of pawnshops on the health, safety and welfare of its citizens. The interim ordinance was not adopted until the study had been authorized, although both actions were taken in the same City Council meeting, and the appellant could not demonstrate that the city's purposes were unreasonable, arbitrary or capricious. *Pawn America Minnesota, LLC vs. City of St. Louis Park*, No. A08-1697 (Minn. August 26, 2010).

The Minnesota Court of Appeals clarified that a provision of the Veterans Preference Act (VPA), Minn. Stat. § 197.46, requiring veterans to appeal an adverse VPA hearing decision to the district court within 15 days after notice of the decision does not apply to employers because they are not granted appeal rights under that statute. The Court further held that first class cities (i.e., cities with more than 100,000 inhabitants) may appeal adverse VPA hearing decisions under Minn. Stat. § 484.01, subd. 2, which requires such cities to secure a writ of certiorari from the district court for review of civil service commission or board decisions or orders within 60 days after notice of the decision. Though not addressed in the decision, it appears that non-first class cities may still seek Certiorari review of

FIRM INFO

Attorneys and Staff

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

Contact Us

Flaherty & Hood, P.A.
 525 Park Street, Suite 470
 St. Paul, MN 55103
 Phone 651-225-8840
 Fax 651-225-9088
 Email info@flaherty-hood.com
 Web www.flaherty-hood.com

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

VPA hearing decisions from the Court of Appeals pursuant to the broad jurisdiction granted to the Court of Appeals in Minn. Stat. § 480A.06, subd. 3, and under the procedures set forth in Minn. R. Civ. App. P. 115. *City of St. Paul v. Eldredge*, (Minn. Ct. App. September 21, 2010).



New Legislative Leadership Elected

New Republican gains in the Nov. 2 election give the party control of both the state Senate and House chambers.

(Published Nov 10, 2010)

The Nov. 2 election gave the Republicans majority control over both the state House and Senate for the first time since 1971, when legislators ran and caucused as “Liberals” or “Conservatives.” The House Republicans gained 25 seats to assume a 72 to 62 majority, while the Senate Republicans gained 16 seats to lead the Senate with a 37 to 30 majority.

The election brings 36 new members to the House of Representatives, including 33 newly elected Republicans and three newly elected members of the DFL party. In total, 26.9 percent of the 2011 House did not serve in 2010.

The Senate will welcome 24 new members in total, with 21 new Republicans and three Democrats. Six of those 24 new members come with previous House or Senate experience.

View the House and Senate election directories (pdf) *(Link to: <http://www.house.leg.state.mn.us/hinfo/leginfo/electdir10.pdf>)*

New majority leadership

Senate Republicans on Nov. 5 elected Sen. Amy Koch (R-Buffalo) to be the new Senate majority leader. Sen. Koch was first elected in a special election in 2005 and then re-elected in 2006 and 2010. She also headed up the 2010 Republican Senate election caucus effort with recruitment of candidates. During the last biennium, Sen. Koch served as an Assistant minority leader and was also the ranking Republican on the Economic Development and Housing Budget Division of the Senate Finance Committee.

Sen. Michelle Fischbach (R-Paynesville) was designated by her caucus to become president of the Senate. Sen. Fischbach, who formerly served on the Paynesville City Council, was first elected in a special election in 1996 and won re-election in 1996, 2000, 2002, 2006, and 2010. Sen. Fischbach served as the Deputy minority leader in the Senate during the last biennium and was also the ranking Republican on the Health and Human Services Budget Division of the Senate Finance Committee. The official election of the president of the Senate will occur on the first day of the 2011 session.

On Nov. 6, the House Republicans designated Rep. Kurt Zellers (R-Maple Grove) as their choice for speaker of the House. Rep. Zellers has been minority leader in the House since Rep. Marty Siefert (R-Marshall) stepped down to run for the Republican gubernatorial nomination last year. Zellers was first elected to the House in a special election in 2003 and will be entering his fifth term in the House. He also served during the last biennium as the lead Republican on the Commerce and Labor Committee. The official election for the speaker of the House will occur on the first day of the 2011 session.

Rep. Matt Dean (R-Dellwood) was elected by the caucus to become the House majority leader. Elected in 2004, Dean will begin his fourth term this January and has spent much of his legislative committee time in health care-related committees. Most recently he was the lead Republican in both Capitol Investment, and Health and Human Services Finance division.

Senate Majority Leader-elect Koch on Nov. 8 announced other leadership points for her caucus. Sen. Geoff Michel (R-Edina) will be deputy majority leader and Sen. Dave Senjem (R-Rochester) will be assistant majority leader.

New minority leadership

On Nov. 4, Senate Democrats unanimously elected Sen. Tom Bakk (DFL-Cook) as the Senate minority leader. During the last biennium, Sen. Bakk served as the chair of the Senate Taxes Committee. He was first elected to the Minnesota Senate in 2002 and he will be entering his third term in the Minnesota Senate.

In the House, Democrats elected Rep. Paul Thissen (DFL-Minneapolis) as their minority leader. He served during the last biennium as chair of the House Health Care and Human Services Policy and Oversight Committee. Rep. Thissen was first elected in 2002 and will be entering his fifth term in the House.

New offices, new committees

With House and Senate leadership in place, a great deal of organizing work remains. Senators will be moving to new offices as the Senate Republicans move out of the State Office Building and into the Capitol. House Republican and DFL members will also be moving offices within the State Office Building.

Caucus leaders will be formulating plans for a new committee structure and begin the process of selecting committee chairs, minority leads, and from there—the rest of the committee membership. Most expect that the current committee structure will be streamlined in both the House and Senate. If tradition follows, committee chair announcements might come shortly after Thanksgiving or early December.

Getting in touch

Information on the newly elected members, as well as current legislators can be found on the **Legislature website** (*Link to: <http://www.leg.state.mn.us>*). Contact information will be added as it is available; in the meantime, you can find individual contact information on the new legislators' campaign websites. Other than the incumbents, most will not have official St. Paul contact e-mails or phone numbers until January. This is a great time to connect with legislators—new and returning—on their home turf. The 2011 legislative session starts on Jan. 4.

Read the current issue of the Cities Bulletin (*Link to: <http://www.lmc.org/page/1/cities-bulletin-newsletter.jsp>*)

Your LMC Resource

Contact Jennifer O'Rourke

IGR Representative

(651) 281-1261 or (800) 925-1122

jorourke@lmc.org *(Link to: <mailto:jorourke@lmc.org>)*

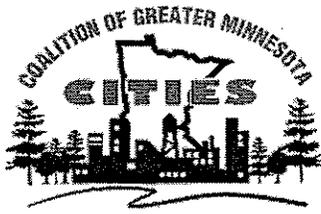
Contact Gary Carlson

IGR Director

(651) 281-1255 or (800) 925-1122

gcarlson@lmc.org *(Link to: <mailto:gcarlson@lmc.org>)*

Copyright ©2010 League of Minnesota Cities, 145 University Ave. W, Saint Paul, MN 55103-2044 | Phone: (651) 281-1200 | Toll-Free: (800) 925-1122



Coalition of Greater Minnesota Cities

CGMC in Brief

November 24, 2010

Contact: Tim Flaherty
651-225-8840

New date for Legislative Action Day

Please save the date for CGMC's Legislative Action Day, which will be held **February 9** in St. Paul (this is a revised date for the event, which was previously scheduled for February 2). Legislative Action Day is hosted at the Flaherty & Hood offices in St. Paul and includes a strategy session followed by time to lobby your local legislators at the Capitol. Afterwards, CGMC members and their legislators dine together at Mancini's Steakhouse. Save the date and stay tuned for more information!

CGMC meetings with legislators continue

As reported last week, CGMC staff and cities have been busy setting up meetings with new members of the legislature. These meetings are critically important in educating new members about LGA and setting the stage for budget discussions during the upcoming legislative session. Next week, we will send a packet of material to those cities whose legislators are not changing and ask them to meet with their returning legislators during the month of December. Attached is a handout with the key talking points that we are using for these meetings. Stay tuned for further information next week.

Lake City joins CGMC!

CGMC would like to welcome Lake City as its 77th member! A former member of the Coalition, Lake City will rejoin the CGMC in 2011 and help strengthen our voice at the Capitol. Please join us in welcoming Lake City!

CGMC elects new officers at fall conference

Due to the outcome of recent elections, CGMC elected new officers at its fall conference to replace those who did not prevail in local races. Park Rapids Mayor Nancy Carroll, who was previously CGMC's 2nd Vice President, will now lead our organization as President. Worthington Mayor Alan Oberloh was elected 1st Vice President and Cloquet Mayor Bruce Ahlgren was elected 2nd Vice President. We thank our new officers for their willingness to serve, and would also like to acknowledge our departing officers, Hibbing Mayor Rick Wolff and North Mankato Mayor Gary Zellmer, for their years of service to CGMC. Your advocacy at the local and state levels will be missed, and we wish you the best moving forward.

Time to update your city's contact information with CGMC

Over the next couple of weeks, CGMC staff will be contacting all city managers/administrators in order to update our member contact information database. Particularly because there are so many changes after elections, it is vital that we go through this updating process and have accurate contact information for your city. City managers/administrators will be sent a form to



capture this information that we ask be completed and returned no later than Friday, December 3 (even if your city does not have any changes to its city council or mayor's office or staff, we would still like a returned form). Your help will be greatly appreciated.



LGA: It keeps your cities affordable, vibrant & competitive

The purpose of LGA is to reduce property tax and service disparities between rural, metro and suburban cities.

- LGA promotes property tax fairness by distributing funding to cities based on their needs and tax bases.
- 65% of LGA goes to greater Minnesota because only 24% of the taxable market value can be found in greater Minnesota.
- The current LGA formula was proposed by Governor Pawlenty and meets the purpose of LGA, which is to reduce property tax disparities.
- Some suggested changes, such as distributing LGA based only on police, fire protection and other “essential” services, would weaken the program’s ability to alleviate property tax disparities.

Additional LGA cuts will hit greater Minnesota businesses and residents harder, making our communities even less competitive with the metro area.

- LGA has been cut over \$1 billion and city property taxes are up 59% since 2003.
- In addition to increasing property taxes, cities have cut personnel, reduced services for youth and seniors, decreased police and fire protection and emptied their reserves.
- LGA has been cut at levels disproportionate to its share of the state budget, leading to disproportionate property tax increases in greater Minnesota.

LGA must remain at \$527 million.

- This is 5% less than the amount certified in 2002.
- 2011 city budgets are being created right now based on the amount of aid certified by the Department of Revenue in July 2010.
- To be fiscally responsible, the state must honor the appropriation promised to cities; they have relied on that amount in setting their 2011 budgets.
- If LGA is cut in 2011, it would come in the middle of the city budget year, forcing cities to further reduce services, dry up cash flow accounts or engage in short-term borrowing.

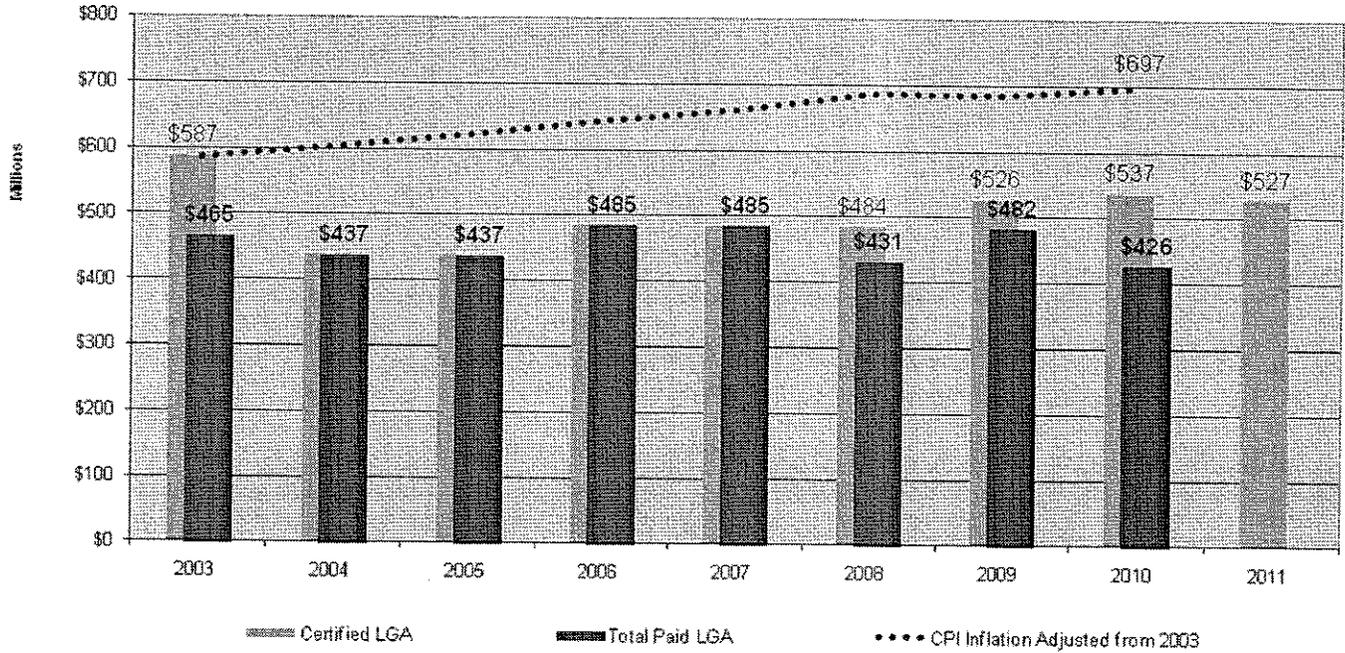


More on reverse!



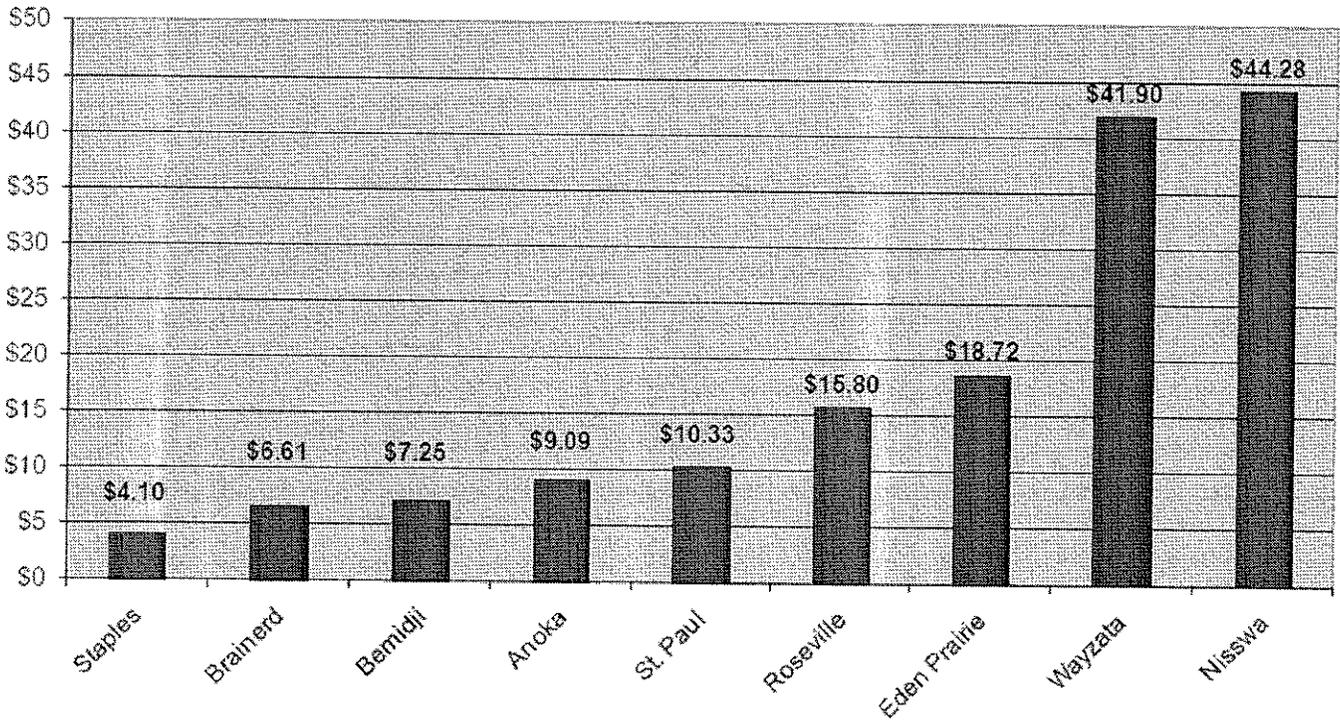
LGA History

Since 2003, LGA has been reduced several times, including a cumulative \$317 million from its certified amount since 2008.



Revenue Generated Per Person with a One-Percentage Point Increase in the City Tax Rate

Cities with lower property wealth do not have the same revenue-raising capabilities as wealthier cities do.





Coalition of Greater Minnesota Cities

CGMC in Brief

November 18, 2010

Contact: Tim Flaherty
651-225-8840

Fall conference covers elections, positions, message moving forward

CGMC would like to thank members who attended the 2010 fall conference in Alexandria last week. Members heard presentations from CGMC staff, listened to speeches from Sen. Al Franken and former state Representative Dan Dorman and approved policy positions for our program areas. Members can find electronic versions of these positions by going to the CGMC website (www.greatermncities.org) and clicking on the program pages, found along the left side of the screen.

If you were not able to attend the conference, materials are available at the CGMC website here: <http://bit.ly/d3Vqaw>. The first handout contains our LGA message, while the second explains the fundamentals of the LGA program and how it alleviates property tax disparities. We encourage all members to use these documents while visiting with new and returning legislators to discuss our LGA message before the start of the legislative session. Lastly, members can view a .pdf version of a PowerPoint presentation at the link above that analyzes the 2010 election results.

GOP majorities aim to reform committee structures

The newly elected leadership in the Minnesota House and Senate announced their new committee structure and committee chairs this week. The new committee structure aims to streamline similar groups, reducing the number of Senate committees from 25 to 16, and the number of House committees from 36 to 24. In total, the legislature will reduce its committees by approximately 35 percent. More information can be found here: <http://bit.ly/aZQ415>.

In the House, a legislator from greater Minnesota, Rep. Greg Davids (R-Preston), will be chairing the Tax Committee. The House Property Tax Division and the Senate Tax Committee, however, will both be chaired by legislators from the suburbs, Rep. Linda Runbeck (R-Circle Pines) and Sen. Julianne Ortmann (R-Chanhassen), respectively. Both Capital Investment chairs come from greater Minnesota, Rep. Larry Howes (R-Walker) and Sen. David Senjem (R-Rochester), as do the chairs for the Environmental Committees, Sen. Bill Ingebritsen (R-Alexandria) and Rep. Tom Hackbarth (R-Cedar). A suburban legislator, Rep. Mike Beard (R-Shakopee), will chair transportation in the House, and a greater Minnesota legislator, Sen. Joe Gimse (R-Willmar), will chair transportation in the Senate. Jobs and economic development committees will be chaired by Rep. Rep. Bob Gunther (R-Fairmont) in the House and Sen. Geoff Michel (R-Edina) in the Senate. And lastly, the House Government Operations and Elections Committee will be chaired by Rep. Joyce Pepin (R-Rogers), while the Senate Local Government and Elections committee will be chaired by Sen. Ray Vandever (R-Forest Lake).



CGMC staff meeting with new legislators, legislative leaders

CGMC staff are scheduled to meet with the incoming Speaker of the House Kurt Zellers and have requested a meeting with the incoming Senate Majority Leader Amy Koch. CGMC staff are also setting up meetings with cities and their new greater Minnesota legislators to discuss LGA and the state budget.

25-Year water sustainability framework announced

CGMC environmental lobbyist Elizabeth Wefel recently attended a meeting at which the state's 25-year water sustainability plan was announced. In 2009, the legislature appropriated money to the University of Minnesota's Water Resource Center to create a roadmap for the sustainable management of water in the state for 25 years with guidance on policy and funding. It is hoped that the plan would help shape how clean water money from the Legacy Amendment is spent, though it is expected that will not be the only source of money for the water policy goals.

The discussion provided an overview of the framework, which will be delivered to the legislature in January. The framework is designed around 10 issue areas with an outline of the strategy and tasks for each issue. A sustainable water supply was the first issue mentioned. As the population increases, so does the demand for water. The framework recommends improving the water appropriation process. Cultural eutrophication and impairments was the second issue mentioned. The framework places heavy emphasis on the need to include all sources of pollution—point and non-point—in addressing this issue. The framework specifically mentions that the agricultural sector needs to be part of the solution and that farmers will need to work collectively to meet performance based goals. The framework also addresses ecological and hydrological impairment, specifically mentioning the need to manage and prevent further introduction of invasive species.

Because the framework must still be formally approved, a copy of it is not yet available. CGMC staff will share more details with you as we learn more. If you have further questions, please contact Elizabeth Wefel at eawefel@flaherty-hood.com and 651-259-1924.

Time to update your city's contact information with CGMC

Over the next couple of weeks, CGMC staff will be contacting all city managers/administrators in order to update our member contact information database. Particularly because there are so many changes after elections, it is vital that we go through this updating process and have accurate contact information for your city. City managers/administrators will be sent a form to capture this information that we ask be completed and returned no later than Friday, December 3 (even if your city does not have any changes to its city council or mayor's office or staff, we would still like a returned form). Your help will be greatly appreciated.

