

**City Council Meeting**  
**Tuesday, January 6, 2009**  
**City Council Chambers**  
**7:30 p.m.**  
**AGENDA**



Call to Order  
Pledge of Allegiance

1. Oath of Office
2. Appointment of City Administrator and Assistant City Administrator
3. Resolution of Appreciation – Former Mayor Tom Riordan
4. Approval of Minutes
  - Council Minutes – December 16 & 29, 2008
5. Consent Agenda
  - Receipt of Board & Commission Minutes
    - Utility Commission – December 17, 2008
    - Telecommunication Commission – December 22, 2008
6. Public Comment – Phil Johnson
7. Appointment of Street Superintendent
8. Appointment of City Attorney and Assistant City Attorney
9. Appointment of City Engineer – Wenck Associates, Inc.
10. Designation of Financial Institutions
11. Designation of Official Newspaper
12. 2009 Mayor Appointments and Reappointments
  - Council Appointments
  - Board & Commission Appointments
13. Department Heads
14. License Application
  - Lawful Gambling Exempt Permit – Des Moines Deer Hunters Assoc.
15. U of M Community Economic Extension Programs - Neil Linscheid
16. Water/Wastewater
  - MN Environmental Science and Economic Review Board Membership – Joint Powers Agreement
  - MnWARN – Mutual Aid Agreement
17. Regular Bills
18. Unfinished Business
19. Council Concerns



Adjourn

P.O. Box 38 • 444 Ninth Street • Windom, MN 56101 • Phone 507-831-6129 • FAX 507-831-6127

# RESOLUTION 2009-

**INTRODUCED:**

**SECONDED:**

**VOTED: Aye:**

**Nay:**

**Absent:**

**A RESOLUTION EXPRESSING SINCERE APPRECIATION TO  
TOM RIORDAN FOR FOUR YEARS OF FAITHFUL SERVICE TO THE  
CITY OF WINDOM**

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**WHEREAS**, the City of Windom wishes to express grateful recognition to Tom Riordan for outstanding public service faithfully rendered to the City of Windom as Mayor from January 1, 2005, through December 31, 2008; and

**WHEREAS**, the City also wishes to express recognition of his splendid abilities, of his time, and unselfish efforts; and

**WHEREAS**, **TOM RIORDAN** has rendered faithful and efficient service to this community as a public official and leader of civic affairs.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM,  
MINNESOTA, AS FOLLOWS:**

1. That this City Council, on behalf of its members, the City officials and the employees of the City of Windom and the citizens of this community extends to Tom Riordan its humble expressions of esteem for serving the City well, and its best wishes for good health, success and prosperity.
2. That a copy of this resolution be spread on the official minutes of the City Council of the City of Windom and a copy presented to Tom Riordan.

Adopted this 6th day of January, 2009.

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

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

**Council Meeting  
Windom Community Center  
December 16, 2008  
7:30 p.m.**

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

2. Roll Call: Mayor: Tom Riordan

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

Council Members Absent:

City Staff Present: Steve Nasby, City Administrator; Brigitte Olson, Assistant City Administrator; Jeff Shirkey, Police Chief; Bruce Caldwell, Street Superintendent; Dan Fossing, Fire Chief; Dan Ortman, Assistant Fire Chief; Terry Glidden, Telecom; Denise Nichols, Finance\Information and Mary Hensen, Administrative Assistant

3. Pledge of Allegiance

4. Approval of Minutes:

**Motion by Fast, second by Kruse, to approve the December 2, 2008 minutes.  
Motion carried 5 – 0.**

5. Approval of the Consent Agenda:

Riordan said the Consent agenda contained the minutes from the following Boards and/or Commissions:

- Telecommunications Commission – November 20, 2008
- Economic Development Authority – December 8, 2008
- Park & Recreation Commission – December 8, 2008
- Community Center Commission – December 8, 2008
- Library Board – December 9, 2008

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

6. Department Heads:

Bruce Caldwell, Street Superintendent reminded the public to remove cars from the streets so snow plows can clean the streets. Caldwell noted the price for the pay loader approved for the 2009 budget would increase if the purchase were delayed. Caldwell thanked the Mayor for his service to the community and support of the Street Department.

7. License Applications:

**Liquor Licenses**

Application for a liquor license renewal from the Eagles Club.

**Motion by Ray, second by Fast, to approve the liquor license renewal for the Eagles Club. Motion carried 5 – 0.**

Application for a liquor license renewal from the Phat Pheasant\Jack Slades.

**Motion by Powers, second by Kruse, to approve the liquor license renewal for the Phat Pheasant subject to the City's continued right to revoke or suspend as a result of the 01/06/08 incident currently in the criminal courts. Motion carried 5 – 0.**

Application for a liquor license renewal from the Sun Bowl.

**Motion by Fast, second by Ray, to approve the liquor license renewal for the Sun Bowl. Motion carried 5 – 0.**

Application for a beer and wine license renewal from the China Restaurant.

**Motion by Powers, second by Kruse, to approve the beer and wine license renewal for the China Restaurant. Motion carried 5 – 0.**

Application for a beer license renewal from the Windom Community Center.

**Motion by Kruse, second by Ray, to approve the beer license renewal for the Windom Community Center. Motion carried 5 – 0.**

**Cigarette Licenses**

Riordan noted that applications and payments had been received from the following:

- Casey's General Store
- Country Pride Services
- Erickson Oil

- Hy-Vee
- Riverbend Liquor
- Center Stop
- Windom Country Club
- Sunshine Foods
- Super America
- Amoco

**Motion by Messer, second by Ray, to approve the cigarette license applications for the applicants as listed. Motion carried 5 – 0.**

#### **Game of Skill Licenses**

Riordan noted that applications and payments had been received from the following:

- Phat Pheasant
- Godfather's Pizza
- Sun Bowl – C & N Sales
- Arena, Windom Laundromat & Sunshine Foods – John Hedquist
- Windom Laundromat – C & N Sales

**Motion by Kruse, second by Powers, to approve the game of skill license applications for the applicants as listed. Motion carried 5 – 0.**

#### **Theatre Licenses**

Riordan noted that an application and payment had been received from the Windom State Theatre.

**Motion by Ray, second by Kruse, to approve the Theatre license application for the Windom State Theatre. Motion carried 5 – 0.**

8. Disposition of Surplus Equipment – Fire Department:

Riordan noted the memorandum in the packet. The request is to sell self-contained breathing apparatus (SCBA) equipment that is not compatible with the high pressure system used by the Fire Department.

**Motion by Messer, second by Powers, to approve the disposition of surplus equipment from the Fire Department. Motion carried 5 – 0.**

9. 2009 City of Windom Levy:

Riordan said that the Council had conducted the budget meetings and taxation hearings and set the final levy at \$1,495,673.

Messer said that a cut to the City's Local Government Aid (LGA) would have a severe impact. He does not want to raise taxes, but there is a little bit of movement possible within the levy limit. As such, may be the Council should wait to set the levy and budget until the State takes action.

Nasby provided a brief summary of the LGA discussions at the State level and within the League of Minnesota Cities.

Phil Johnson addressed the Council regarding the tax levy. He noted that tough economic times are here and lie ahead and he asked the Council to watch the taxes and budget. Johnson wants the 2009 Street Project delayed at least a year.

Fast said she would be willing to hold off and have a special meeting. Kruse noted that some of the LGA cuts are for 2008 and waiting will not do anything for this situation. Messer said that the impact of changing the levy would get more money in for 2009.

**Council member Kruse introduced the Resolution No. 2008-46, entitled "A RESOLUTION APPROVING 2008 TAX LEVY, COLLECTABLE IN 2009" and moved its adoption. The resolution was seconded by Ray and on roll call vote: Aye: Kruse and Ray. Nay: Messer, Powers and Fast. Absent: None. Resolution failed 2 - 3.**

**Motion by Powers, second by Messer, to set a Special Meeting for December 29, 2008 at 5:30 pm to discuss the tax levy and budget. Motion carried 5 - 0.**

10. 2009 City of Windom Budget:

Riordan noted this item is tabled until December 29, 2008.

11. Designation of General Fund Balance:

Riordan said that this action is routine and rolls unexpended funds into the General Fund for the next year.

**Council member Messer introduced the Resolution No. 2008-47, entitled "A RESOLUTION DESIGNATING GENERAL FUND BALANCE" and moved its adoption. The resolution was seconded by Fast and on roll call vote: Aye: Fast, Powers, Kruse, Ray and Messer. Nay: None. Absent: None. Resolution passed 5 - 0.**

12. Library Board - Fee Recommendation for Overdue Book Fines:

Riordan noted this is increasing the fine for overdue books. Fast said the Library is also extending the time before a book is overdue.

**Council member Ray introduced the Resolution No. 2008-48, entitled “RESOLUTION ESTABLISHING RATES, CHARGES AND FEES FOR WINDOM LIBRARY” and moved its adoption. The resolution was seconded by Fast and on roll call vote: Aye: Powers, Kruse, Ray, Messer and Fast. Nay: None. Absent: None. Resolution passed 5 – 0.**

13. Windom Community Center – Meal Site Lease Agreement:

Riordan said that this lease would allow for the continuation of the Senior Dining Program. Nasby said that the lease is consistent with the one from the prior year.

**Motion by Powers, seconded by Messer, to approve the meal site lease agreement. Motion carried 5 – 0.**

14. HP Suds – Billing Services Contract:

Riordan said this agreement is for a continuation of the billing services for telecom, water, wastewater and electric. These services cover our part of the billing process to Midwest Data.

Nasby noted that the Personnel Committee had reviewed and recommended approval. Riordan confirmed.

**Motion by Messer, seconded by Fast, to approve the billing services contract with HP Suds. Motion carried 5 – 0.**

15. Regular Bills:

**Motion by Powers, seconded by Messer, to approve the Regular Bills. Motion carried 5 – 0.**

16. Unfinished Business:

None

17. Council Concerns:

Messer thanked the Mayor for his service to the community. The Mayor’s time commitment and expertise in computers is appreciated.

Fast thanked the Mayor for his service to the community and wished him well. Fast wished everyone a Merry Christmas.

Ray thanked the Mayor for his service to the community and wished the public a Merry Christmas.

Preliminary

Powers thanked the Mayor for his service to the community. He appreciated the Mayor's guidance and help during Powers' first years on the Council. Powers also thanked the Street Department for the great job they do with snow plowing and removal.

Kruse thanked the Mayor for his service to the community. Kruse wished the public a Merry Christmas and Happy New Year.

Riordan said he enjoyed working with the Council and City staff. He thanked the Council for their help and support during his tenure.

18. Adjourn:

Riordan adjourned the meeting by unanimous consent at 7:59 p.m.

\_\_\_\_\_  
Tom Riordan, Mayor

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

**Council Meeting**  
**Windom City Hall, Council Chamber**  
**December 29, 2008**  
**5:30 p.m.**

1. Call to Order: The meeting was called to order by Mayor Tom Riordan at 5:30 p.m.

2. Roll Call: Mayor: Tom Riordan

Council Members: Kirby Kruse, Robert Messer, Bradley Powers and JoAnn Ray

Council Members Absent: Jean Fast

City Staff Present: Steve Nasby, City Administrator; Brigitte Olson, Assistant City Administrator; Jeff Shirkey, Police Chief; Bruce Caldwell, Street Superintendent; and Jeremy Rolfes, Telecom

Public: Rahn Larsen and Dirk Abraham

3. Pledge of Allegiance

4. Telecommunications Commission – Rate Change for Multi-unit Facilities:

Riordan said that the Telecommunications Commission was recommending this rate change to clean-up the rate structure for multi-unit facilities which would include hotels, motels, group living facilities and larger residential properties.

**Council member Messer introduced the Resolution No. 2008-49, entitled “RESOLUTION ESTABLISHING RATES, CHARGES AND FEES FOR TELECOMMUNICATIONS ENTERPRISE FUND” and moved its adoption. The resolution was seconded by Kruse and on roll call vote: Aye: Kruse, Messer, Powers and Ray. Nay: None. Absent: Fast. Resolution passed 4 – 0.**

5. 2009 City of Windom Budget:

Riordan noted that the budget and tax levy for 2009 were tabled from the December 16<sup>th</sup> meeting due to the uncertainty over Local Government Aid (LGA) cuts to the City by the State. The 2008 LGA cut was \$110,120, but the level of cuts to 2009 LGA are yet to be determined by the State. Due to the 2008 LGA

Preliminary

cut and the prospects for 2009 cuts the budget would need to be reduced. A recommendation for reductions was prepared by staff as follows:

<b>Operational Expenses</b>		
Council - Conferences\Registration\Mileage by 25%	\$	625
City Office - Conf.\Registration\Mileage Cut by 25%	\$	975
Street - Delay re-hire for Mechanic Position for 1 Year	\$	19,700
Airport - Aviation Fuel for Re-sale	\$	2,500
Comm. Center - Reduce Promotions\Advertising by 25%	\$	1,750
Police - Eliminate P/T Position	\$	16,000
EDA - Special Projects	\$	1,500
Parks - Reduce P/T Hours by 25%	\$	6,250
Parks - Reduce Seal-coating by 25%	\$	2,750
Street - Reduce Seal-coating by 25%	\$	15,000
Fire - Training reduced by 50%	\$	5,500
Adjust Property Tax to Maximum Levy Limit	\$	30,175
Sub-total	\$	102,725
<b>Capital Expenses</b>		
Parks - No turf aerator	\$	5,010
Comm. Center - Cut purchase of carpet cleaner	\$	3,000
Street - No Pick-up Replacement	\$	20,000
Police - No radar	\$	2,500
Pool - Eliminate Pool Cover	\$	28,000
City Hall Office - no phone system replacement	\$	17,740
Library - Delay computer replacement	\$	1,200
Police - No radio	\$	4,500
Street - Delay purchase of materials for salt shed	\$	16,000
Street - No Pay loader	\$	-
City Hall Office - Roof Repair over Council Chamber\P&Z\EDA	\$	-
Sub-total	\$	97,950
<b>Grand Total</b>	<b>\$</b>	<b>200,675</b>

**Motion by Messer to approve the budget changes as presented, second by Ray.  
Motion carried 4 – 0.**

Riordan asked for discussion.

Messer asked about the elimination of the funds for the salt\sand shed. Caldwell said that about 90% of the materials are already purchased, but they still need concrete and some other items to finish the building. He added that the Street Department was planning on building the shed with their staff, and if there is a reduction in staff as proposed then delaying the construction of the building would work out.

Messer asked about changing the park maintenance schedules. Caldwell said that there would be some changes in the mowing of the parks, but not all areas could accommodate a schedule change.

Riordan asked if Caldwell was talking about the ball fields within the Windom Recreation Area. Caldwell confirmed that the Windom Recreation Area would need more attention than the passive parks.

Riordan asked about the situation for storing salt\sand for this season. Caldwell said there are three spots where material is stored which include the Street Shop, MN DOT shed and the City rents an indoor spot at the fertilizer plant. Riordan said the new salt\sand shed would bring this all to one location. Caldwell said that was correct.

Powers asked if all the materials would be stored inside. Caldwell said that was correct.

Ray asked about the status of the pay loader. Caldwell said the current unit runs, but it has some issues. This is an important piece of equipment as it is the No. 1 unit for snow removal.

Messer asked about the cost factor if the purchase was delayed. Caldwell said the equipment rep stated that the price is going up in 2009 after the pricing on the State contract expires. Messer said that the price on the motor-graders went up. Caldwell said that the motor-grader prices went up 15%. Caldwell discussed the importance of equipment rotation and does not want the City to be in a position of everything coming due at the same time.

Riordan said that one of the potential budget cuts was the new part-time position at the Police Department. Shirkey stated that the loss of this would be detrimental to the Department and that the mandated overtime comes to \$21,000.

Nasby said that the budget cut amount is shown as \$16,000 and not the \$24,000 budgeted for the new part-time position as there would be \$8,000 put back into the Police overtime budget. Shirkey said that having the \$8,000 back into the overtime budget would put him back where he was for 2008 without the part-time position.

Shirkey said that the radar that was budgeted could be delayed, but the radio is needed. He found a comparable model for \$4,000 which is a savings of \$500. There are grants for Fire and Emergency Management Services, but not for Police. The rotation on squad cars is here and the new squad car is coming, which is why the new radio is needed this year. Keeping the old radio and swapping it out at a later date would be costly.

Powers asked if the mandate on the compliant radios is 2013. Shirkey said that it is either 2012 or 2013.

Powers asked if the part-time position would reduce the overtime hours. Shirkey said it would, but most is set by contract for holiday pay, court time, vacation and call-in pay.

Messer said that when the Personnel Committee met there was discussion on moving someone to an investigator position. Shirkey said that was correct and the part-time position would help that transition.

Riordan noted that the part-time position cannot be scheduled alone. Shirkey said that is correct.

Riordan said if it a part-time vs. overtime issues for the lesser budget amount what is Shirkey's preference. Shirkey said if these are the choices than the money is best used in the overtime budget.

Powers asked if the officers are okay with overtime. Shirkey said that some are okay and others may not be, but it depends on the shift, day of the week, the officer's other plans, etc.

Nasby said that he wanted to clarify the reductions in the seal-coating for the Streets and Parks. The rationale behind these reductions is that material costs should be lower, so staff is hoping to do the same amount of work for the same money but firm prices are not available yet for work that is six months out.

Riordan asked if there was any other discussion on the proposed budget cuts and change in the levy.

Messer requested that the question be called.

**Motion by Kruse, second by Ray to approve the 2009 Budget as amended.  
Motion carried 4 – 0.**

6. 2009 City of Windom Levy:

Riordan said the amended budget included an increase in the tax levy to the State maximum. The amount of the tax levy would be \$1,526,175.

Messer said that he would introduce the Resolution with that amount instead of the previous amount of \$1,495,673. Kruse said he would second a resolution in that amount.

**Council member Messer introduced the Resolution No. 2008-50, entitled "A RESOLUTION APPROVING 2008 TAX LEVY, COLLECTABLE IN 2009" and moved its adoption. The resolution was seconded by Kruse and on roll call vote: Aye: Messer, Powers, Ray and Kruse. Nay: None. Absent: Fast. Resolution passed 4 – 0.**

Preliminary

7. Adjourn:

Riordan adjourned the meeting by unanimous consent at 6:05 p.m.

\_\_\_\_\_  
Tom Riordan, Mayor

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

**UTILITY COMMISSION MINUTES**  
**City Hall, Council Chamber**  
**December 17, 2008**

**Call Meeting to Order:** The Utility Commission meeting was called to order at 10:00 a.m., on December 17, 2008 in the City Hall Council Chamber.

**Members Present:** Utility Commission Chairperson: Mike Schwalbach

Members Present: Keith Bloomgren and Chris Johnson

Member Absent: None

City Council Liaison: Jean Fast

City Staff Present: Steve Nasby, City Administrator; Brigitte Olson, Assistant City Administrator; Marv Grunig, Electric Utility Manager and Mike Haugen, Water/Wastewater Superintendent; Aaron Backman, EDA Executive Director

Others Present: None

**APPROVAL OF MINUTES:**

**Motion by Bloomgren, seconded by Johnson, to approve the November 26, 2008 with a modification to the Electric Items, change "Boston Scientific" to "Boston Pacific". With that correction the minutes were approved as presented. Motion carried 3-0.**

**REQUEST FOR SPEC. BUILDING LOAN**

Aaron Backman, EDA Executive Director updated the Utility Commission on the progress at the Spec Building, as they are preparing to lease this facility to The Toro Company in Windom for Warehouse/Assembly. The rental for this facility will be \$4,200 per month, and Toro will be moving into the facility the last two weeks in December 2008. Backman said that in order for Toro to be able to rent this facility, there was necessary work that needed to be done, such as an additional loading dock, restroom facilities, and cement work. This cost would be approximately \$96,000. Backman went on to say that the EDA is requesting financing from the City of Windom Utilities in the amount of \$75,000 at five (5) percent interest for eight (8) years, and the additional funds for the renovation will come from other funds that the EDA has available. He went on to say that at since he became the EDA's Executive Director the EDA has paid down the existing Spec. Building mortgage from \$620,000 to \$471,000. Backman said that he has had the building appraised and its value is \$950,000. The proposed loan is a win-win as the Utility Commission is only getting a 2.75% return on investments and the EDA would lower their interest cost from 7.5% to 5%.

Schwalbach asked how the rental amount was decided upon. Backman said that it was negotiated, and the price is \$1.80 per square foot, and that his will be renegotiated yearly. Schwalbach also said that he is definitely in favor of this project, however wants to let the EDA know that the City of Windom Utilities is not a lending institution, and does not want to tie up the funds for an extended period of time.

Johnson said that a better option would be to leave a call date on the loan of four (4) years with an amortization of eight (8) years.

**Motion by Johnson, seconded by Bloomgren, to approve the Spec. Building loan of \$75,000 to the EDA, with a modification of a four (4) year call option on the loan. Motion carried 3-0.**

### WATER/WASTEWATER ITEMS

Haugen reviewed the water resolution and its contents with the Utility Commission. Schwalbach said that he believed that Bingham Lake and the Ethanol Plant were contracted to pay 10% above the commercial rate, and wonders if they should be paying the same increase as the rest of the City of Windom. He said that these two industries are paying for fixed costs, operational and maintenance costs. Nasby said that the citizens in Windom are also absorbing some increase on the fixed costs.

**Utility Commission member Johnson introduced the Resolution No. 2008-04, entitled “RESOLUTUION ESTABLISHING RATES, CHARGES AND FEES FOR AN ENTERPRISE FUND” and moved its adoption. The resolution was seconded by Bloomgren and on roll call vote Aye: Schwalbach, Bloomgren and Johnson. Nay: None, Absent: None. Resolution passed 3-0.**

Haugen reviewed the wastewater resolution and its contents with the Utility Commission. Haugen reviewed the Sewer Only Rate Increase Study that was created by Denise Houston, the City of Windom’s Billing Contractor. This document showed that there are fifty-two (52) apartments and forty (40) homes in Windom that have City Sewer only (not city water), and that an average usage of water was taken for homes with city water to determine the average usage of homes and apartments that do not have city water. This same formula was used to figure the rate for commercial sewer customers only.

**Utility Commission member Bloomgren introduced the Resolution No 2008-05, entitled “RESOLUTION ESTABLISHING RATES, CHARGES AND FEES FOR AN ENTERPRISE FUND” and moved its adoption. The resolution was seconded by Johnson and on roll call vote Aye: Johnson, Schwalbach and Bloomgren. Nay: None, Absent: None. Resolution passed 3-0.**

Fast said that she was concerned with the foreclosures on homes that are taking place, and the damages being done to these properties upon vacating these homes. She was wondering what safe guards the City of Windom Utilities had in these events. Grunig said that he works closely with the realtors in Windom, and that he also has a current limiter that no longer shuts off if too much power runs through the meter, but it shuts off and turns on intermittently, therefore a house should not freeze. Haugen said that if someone were to turn the water on, they would probably catch it at the time of the meter readings.

### ELECTRIC ITEMS

Carbon Tax - Grunig presented the Utility Commission with information for a Carbon Tax. This report reflects Minnesota successfully reducing carbon emissions within the 80 percent greenhouse gas emissions reduction goals by 2050. To achieve the goals of the policy, Minnesota will have to undertake significant steps to change its energy profile, and based on this analysis, the resulting state is a very different Minnesota than the one that exists today. It assumes Minnesota will:

- Double usage of electric generation from nuclear power that is generated outside Minnesota
- Streamline regulatory processes for new transmission and develop more transmission and develop more transmission corridors to import large quantities of renewable energy sources.
- Identify and develop additional renewable sources beyond wind, including sources not commercially available today.
- Retire most of Minnesota's existing coal plants, which currently supply more than 60 percent of Minnesota's power.
- Institute large-scale investments to rapidly advance development of carbon capture and sequestration technology to continue production of base load sources.
- Adopt behavioral changes within every Minnesota household that significantly alter daily lives in order to reduce energy consumption.

Grunig said that the cost of implementing a carbon tax would cost each household approximately \$160 per person/ per month.

Industrial Customer List – Grunig supplied the Utility Commission with a Demand Customer List. Grunig said that twenty one customers make up 45% of the City of Windom's sales. These customers are listed on this informative document. Grunig also said that PM Windom is the largest electric user, and this is primarily due to Toro and their progressive use of the Conservation Improvement Program (CIP),

REGULAR BILLS

**Motion by Bloomgren, seconded by Johnson to approve the invoice from Wenck Associates in the amount of \$1,522.00. Motion carried 3-0.**

Old Business

None

New Business

The next meeting date will be January 6<sup>th</sup> or 7<sup>th</sup> in 2009. Bloomgren to e-mail Olson with his availability, and Haugen will check with Wenck Associates to see if they can have plans and specs available for the 2009 4<sup>th</sup> Avenue Improvement Project.

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Mike Schwalbach, Chairperson

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

**Telecommunication Commission Minutes  
December 22, 2008**

1. Call to Order: The meeting was called to order by Chair Wendell Woodcock.

2. Roll Call:

Commission Members Present: Wendell Woodcock, Robert Messer,  
Jean Fast, Forrest Fosheim

Commission Members Absent: Jake Voth Jr.

City Staff Present: Dan Olsen, Telecom Operations Manager, Steve Nasby, City  
Administrator

Public Present: Rahn Larson Citizen

3. Public Agenda Items: None

4. Retransmission agreements

Discussion ensued at to the broadcasters requiring payments for carriage. Olsen explained current contract offerings. Mr. Olsen will continue to negotiate with KARE11 and KSFY. Ultimate goal of zero cost.

5. MDU rates: Olsen presented several rate tables for MDU rates. Motion by Messer, Second by Fosheim to recommend to council the rate of \$8 and \$4.50 Motion passed 4-0.

6. Other Business:

7. Adjourn:

**Motion made by Woodcock, seconded by Fast, to adjourn the meeting. Motion Carried 4-0.**

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Wendell Woodcock, Chairman

Attest:

\_\_\_\_\_  
Steven Nasby, City Administrator\Clerk

Date/Time received: Jan 2 - 1973

Agenda Request Form

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

Name: Phil Johnson Telephone No: 831-3551 (Bas) (265)

Address: 420 Penn St. P.O. Box 35 5610

Date of Council Meeting: Jan 2 - 09 (Agenda item must be turned into the city office by Friday noon preceding the Tuesday meeting.)

Subject: Internet & 4th St Project & San Project

Internet

Have you brought this to the attention of the appropriate department head? yes  
Committee? \_\_\_\_\_

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

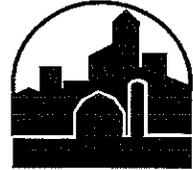
This format gives citizens an opportunity to express concerns to the council without expectation of discussion or action. No more than two (2) people should speak on the same topic at one meeting. Remarks should not exceed five (5) minutes per person. They should be directed to the council as a whole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

Phil Johnson  
Signature

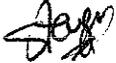
3 subject's need additional time

Phil Johnson

# MEMORANDUM



CITY OF WINDOM  
444 9th Street  
P. O. Box 38  
Windom, MN 56101  
Phone: 507-831-6129  
Fax: 507-831-6127

**TO:** City Council  
**FROM:** City Administrator   
**DATE:** December 26, 2008  
**RE:** **2009 Appointments and Designations**

The first City Council meeting of the year is typically an organizational meeting. As such, there are numerous appointments to Boards, Commissions and Council committees. Additionally, appointments for City officers and designations are also made at this time.

To assist the City Council with these tasks the following is a listing of the current City officers and official designations of Financial Institutions and Newspaper.

**City Administrator\Clerk and Assistant City Administrator\Clerk**  
City Administrator – Steve Nasby  
Assistant City Administrator – Brigitte Olson

**Street Superintendent**  
Bruce Caldwell

**City Attorney and Assistant City Attorney**  
City Attorney – Dan McDonald  
Assistant City Attorney – Ron Schramel

**Financial Institutions**  
Bank of The West  
Bank Midwest  
United Prairie Bank  
Fulda Credit Union

**Official Newspaper**  
Cottonwood County Citizen

## **Council Appointments**

**Mayor Kirby Kruse**

Airport, Civil Service, EDA (Liaison), Hospital, Personnel and Comprehensive Plan

**Councilmember At-large Bradley Powers**

Streets, Planning & Zoning, Personnel, Liquor and Comprehensive Plan

**Councilmember Jean Fast**

Utility, Telecom, Liquor, HRA, Building and Comprehensive Plan

**Councilmember Robert Messer**

EDA, Telecom, Annexation, Solid Waste and Personnel

**Councilmember JoAnn Ray**

Street, Park & Recreation, Community Center, Solid Waste and Building

**Councilmember Corey Maricle**

EDA, Park & Recreation, Community Center, Annexation and Library

# Memorandum

To: City Council  
From: Mayor Kruse  
Date: January 2, 2009  
Re: Appointments & Reappointments to Citizen Boards and Commissions

---

The following citizens have agreed to serve on the City of Windom's advisory boards and commissions.

<u>Board/Commission</u>	<u>Name</u>	<u>Appointment or Re-Appointments</u>
Utility	Mike Schwalbach	Re-appointment
Telecommunications	Virgil Meier	Appointment
Planning & Zoning	Loie Grandprey	Re-appointment
	Greg Pfeffer	Re-appointment
Park & Recreation	Angie Blanshan	Re-appointment
	Kay Clark	Re-appointment
Multi-Purpose	Dick Jeffrey	Appointment
	Wayne Maras	Re-appointment
	Hilary Mathis	Appointment to fill Nemitz's term (12/31/09)
Library	Charles Reid	Re-appointment
	Anita Winkel	Re-appointment
HRA	Larry Hartman	Re-appointment
	Frank Dorpinghaus	Appointment to fill Nielsen's term (12/31/10)
EDA	Juhl Erickson	Re-appointment
Civil Service	Keith Lohse	Re-appointment
	Dean Schoeb	Re-appointment



# Des Moines Valley Chapter

December 31, 2008

Windom City Administrator  
444 9<sup>th</sup> Street  
Windom, MN 56101

Dear Sir:

Enclosed you will find the original and one copy of the Des Moines Valley Chapter Application for Exemption Permit for raffles at our upcoming annual banquet on February 28, 2009, at the Windom Community Center. On the back side of the Application, please acknowledge receipt of the Application; and if your council wishes to approve the Application without further waiting period, that action can be noted on the back of the acknowledgment form and the signed copy returned to me for further processing with the Gambling Control Board.

Please return the acknowledged Application to myself at 1685 17<sup>th</sup> Street, Windom, MN 56101.

Thanking you in advance for your cooperation.

Yours truly,

Bruce F. Gross  
State Director

BFG/pas

# Minnesota Lawful Gambling LG220 Application for Exempt Permit

Page 1 of 2 6/07

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.

**Fee is \$50 for  
each event**

For Board Use Only

Check# \_\_\_\_\_

\$ \_\_\_\_\_

## ORGANIZATION INFORMATION

Organization name  
Des Moines Chapter of Minnesota Deer Hunters Association

Previous gambling permit number  
03906-08-001

Type of nonprofit organization. Check (✓) one.

Fraternal  Religious  Veterans  Other nonprofit organization

Mailing address  
28687-500th Ave.

City  
Jeffers

State/Zip Code  
MN. 56145

County  
Cottonwood

Name of chief executive officer (CEO)  
Cody Duroe

Daytime phone number  
507-628-4320

## ATTACH A COPY OF ONE OF THE FOLLOWING FOR PROOF OF NONPROFIT STATUS

★ 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

\_\_\_\_ Internal Revenue Service - 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, send your federal ID number and the date your organization initially applied for tax exempt status to:

IRS, P.O. Box 2508, Room 4010, Cincinnati, OH 45201

\_\_\_\_ Internal Revenue Service - 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:

- IRS letter showing your parent organization is a registered nonprofit 501(c) organization with a group ruling
- the charter or letter from your parent organization recognizing your organization as a subordinate.

Internal Revenue Service - proof previously submitted to Gambling Control Board

If you previously submitted proof of nonprofit status from the Internal Revenue Service, 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)  
Community Center of Windom

Address (do not use PO box)  
1750 Cottonwood Drive

City  
Windom

Zip Code  
56101

County  
Cottonwood

Date(s) of activity (for raffles, indicate the date of the drawing)  
February 28, 2009

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, tipboards, paddlewheels, and bingo (bingo paper, hard cards, and bingo number selection device) must be obtained from a distributor licensed by the Gambling Control Board. To find a licensed distributor, go to [www.gcb.state.mn.us](http://www.gcb.state.mn.us) and click on List of Licensed Distributors, or call 651-639-4076.

## RESOLUTION #2009-

**INTRODUCED:**

**SECONDED:**

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

### RESOLUTION APPROVING MEMBERSHIP IN THE MINNESOTA ENVIRONMENTAL SCIENCE AND ECONOMIC REVIEW BOARD (MESERB)

---

**WHEREAS**, the Minnesota Environmental Science and Economic Review Board (MESERB) is a joint powers organization made up of cities, sanitary sewer districts, and business associates committed to using established principles of science, law and engineering to advocate for sound and cost-effective environmental regulations; and

**WHEREAS**, MESERB is dedicated to using these principles in the research, study, and analysis of environmental issues impacting the provision of wastewater treatment services in the State of Minnesota; and

**WHEREAS**, MESERB actively monitors environmental activities at a federal, state and local level and provides up-to-date information and analysis to MESERB members regarding the provision of wastewater services and the impacts of proposed environmental regulations thereon; and

**WHEREAS**, MESERB uses these principles of science, law, and engineering to analyze water quality standards, rules, and mandates imposed by the Environmental Protection Agency and the Minnesota Pollution Control Agency to ensure accountability for agency activities and to ensure that imposed regulations are justified and will result in measurable improvements to water quality and public health; and

**WHEREAS**, MESERB implements these principles of science, law, and engineering to evaluate new or reissued NPDES Permits of MESERB members to ensure that environmental requirements contained in such permits are appropriate and consistent with applicable rules and regulations; and

**WHEREAS**, MESERB takes collective action and works with environmental interests and federal and state regulators to communicate the comments, concerns, and recommendations of wastewater treatment facility operators and aid in the development of scientifically-justified and effective environmental rules and standards.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Windom, Minnesota that the City of Windom hereby agrees to join the Minnesota Environmental Science and Economic Review Board (MESERB) and hereby directs and authorizes Mayor Kirby Kruse and City Administrator Steve Nasby to sign the MESERB Joint Powers Agreement and any other associated documentation needed to effect membership in MESERB, and hereby directs and authorizes payment of the required membership fees to participate in MESERB.

Adopted by the Council this 6th day of January, 2009.

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

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



## *Membership Information*

Any governmental unit which operates or is part of a publicly-owned wastewater treatment system may join the Minnesota Environmental Science and Economic Review Board. To join the board, the governmental unit must complete the following steps:

1. The governing authority (e.g., city council or sanitary district board) must adopt a resolution authorizing the governmental unit to sign the joint powers agreement. The governmental unit must also designate one (1) director representative and one (1) alternate representative to serve on the joint powers board.
2. The governmental unit must sign the joint powers agreement. It must then submit the first-year membership assessment to the joint powers board within sixty (60) days. The assessment is \$.75 multiplied by the total number of wastewater billing accounts in the most recently completed fiscal year, multiplied by the number of months remaining in the MESERB fiscal year ending June 30, 2008, divided by 12 months. For example: September 1 member = 10/12; January 1 member = 6/12; March 1 member = 4/12, etc.
3. Fill out the 2007-2008 membership form with the names of the director and alternate representatives.
4. Mail these items to the joint powers board's treasurer: 1) the governing authority's authorizing resolution, 2) the signed joint powers agreement, 3) the 2007-2008 membership form, and 4) the membership assessment payable to the "Minnesota Environmental Science and Economic Review Board," at the following address:

**Mr. Keith Nelson, Treasurer**  
**Minnesota Environmental Science and Economic Review Board**  
**c/o City of Winona**  
**P.O. Box 378**  
**Winona, MN 55987-0378**

For more information, contact Steve Nyhus of Flaherty & Hood, P.A. at (651) 259-1907.



# MESERB

Minnesota Environmental Science  
and Economic Review Board

Using science and economics to improve environmental regulations

## 2007-2008 Membership Form

Name of Governmental Unit: City of Windom

Name of Director Representative: Mike Haugen

Title/Position: Water & Wastewater Superintendent

Address: 444 9th Street P.O. Box 38

City: Windom Zip Code 56101

Telephone: 507-831-6138 Fax: 507-831-6139

E-Mail: Winwater@Windom-mn.com

Name of Alternate Representative: Steve Nasby

Title/Position: City Administrator

Address: 444 9th Street P.O. Box 38

City: Windom Zip Code 56101

Telephone: 507-831-6129 Fax: 507-831-6127

E-Mail: snasby@windom-mn.com

Amount of Membership Assessment: \$ 1,563.75 =  $(\$0.75) \times (\underline{2085} \text{ # of accounts}) \times (\underline{12} \text{ # of months remaining until June 30, 2008} \div 12)$

Please submit this membership form, along with the governing authority's authorizing resolution, the signed joint powers agreement, and the membership assessment to the below address:

**Mr. Keith Nelson, Treasurer**  
**Minnesota Environmental Science and Economic Review Board**  
**c/o City of Winona**  
**P.O. Box 378**  
**Winona, MN 55987-0378**

For more information, contact Steve Nyhus at Flaherty & Hood, P.A. at (651) 259-1907.



## JOINT POWERS AGREEMENT

The parties to this Agreement are all governmental units existing pursuant to the laws of the State of Minnesota. This Agreement is made and entered into pursuant to Minnesota Statutes, Section 471.59.

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 471.59 (Joint Exercise of Powers), governmental units may enter into an agreement through the action of their respective governing bodies to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the operation of publicly owned treatment works and associated water quality standards present significant environmental and economic issues for governmental units; and

WHEREAS, governmental units have a responsibility to their citizenry to monitor and study the science associated with operating publicly owned treatment works and associated environmental standards to ensure that appropriate standards are being applied which protect the public health and are based on sound scientific and economic analysis.

NOW, THEREFORE BE IT RESOLVED, that in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to establish a board that will review and analyze the scientific and economic foundations of state and federal environmental standards, develop methods and programs to improve environmental protection, and communicate information and findings to governmental bodies and agencies, the public, and other interested parties. The initial focus of the board established by this agreement will be the review and evaluation of water quality standards and their applications.
2. Minnesota Environmental Science and Economic Review Board. The parties hereto agree to identify this Agreement and the resulting governing joint powers board, as established in paragraph 3 of this Agreement, as the Minnesota Environmental Science and Economic Review Board (MESERB).

3. Joint Powers Board.

- a. **Establishment; Representation.** The development, management, and control of the Minnesota Environmental Science and Economic Review Board shall be vested in a joint powers board. The joint powers board shall be composed of representatives appointed by each of the member governmental units. Each member governmental unit shall designate one (1) director representative to serve on the joint powers board. Each member governmental unit shall also designate one (1) alternate representative who shall be entitled to attend meetings of the joint powers board and who may vote in the absence of the member's director representative.
- b. **Term.** Each designated director representative and alternate representative of a member governmental unit on the joint powers board shall serve a term of one (1) year or until successors are duly appointed by the governing body of the member governmental unit.
- c. **Vacancy.** A vacancy on the joint powers board shall be filled by appointment by the respective governing body of the member governmental unit left unrepresented by the vacancy.
- d. **Voting; Quorum.** Except as otherwise provided, the transaction of business by the joint powers board shall be by majority vote of those board members present at a meeting at which a quorum is present. At all meetings of the joint powers board, one-half ( $\frac{1}{2}$ ) of the board members currently serving on the board shall constitute a quorum for the transaction of business.
- e. **Meetings.** Regular meetings of the joint powers board shall be held at least one (1) time per fiscal year, as called by the president. Except as otherwise provided by law, a meeting of the joint powers board may be conducted either in person, or if authorized by law or by action of the Board of Government Innovation and Cooperation, in writing without a meeting or by telephone conference call or other interactive telecommunication. For action taken in writing without a meeting, concurrence of all director representatives serving on the joint powers board on the date of the written action shall be required.
- f. **Executive Committee.** The joint powers board may establish an executive committee to conduct business on behalf of the joint powers board as delegated to the executive committee by the joint powers board.



and others; and

- i. To take such other actions as it deems necessary and appropriate, including but not limited to, the making of contracts or the initiation or participation in any proceedings at law in which the organization may have an interest, to make effective the general purposes, powers and duties established in this Agreement.
5. Election of Officers. The following persons are hereby designated as the first officers of the Minnesota Environmental Science and Economic Review Board to serve in the capacities set opposite their names until July 1, 1999 or until their successors are duly elected and qualified as provided for in this paragraph:

President	Mr. George Rosati, Public Works Director, City of Mankato
Vice President	Mr. Lyle Zimmerman, Wastewater Plant Manager, City of Rochester
Treasurer	Mr. Eric Sorensen, City Manager, City of Winona
Secretary	Mr. Eric Sorensen, City Manager, City of Winona

The joint powers board shall hold an annual meeting prior to July 1 of each year to elect a president, vice-president, secretary, and treasurer. Any officer serving at the time of an election may be re-elected for an additional term(s). The president and vice-president shall be elected by the joint powers board from those representative directors serving on the joint powers board. The president and vice-president shall not be the same person, and shall not be the secretary or treasurer. The secretary and treasurer may be the same person but need not be a representative of a member governmental unit serving on the joint powers board.

6. Membership. Any governmental unit located within the state of Minnesota that operates a publicly owned wastewater treatment facility within its jurisdiction or is part of a multi-jurisdictional treatment system may become a member of the Minnesota Environmental Science and Economic Review Board. The initial members of the Minnesota Environmental Science and Economic Review Board shall be those governmental units who have executed a copy of this Agreement on or before December 31, 1997 and submitted the same along with payment of its assessment, as provided in paragraph 8 of this Agreement, to the treasurer of the organization as provided in paragraph 5 of this Agreement. Governmental units seeking to join the Minnesota Environmental Science and Economic Review Board after December 31, 1997, shall be admitted only upon executing and submitting an identical copy of this Agreement to the treasurer of the Minnesota Environmental Science and Economic Review Board and upon approval of membership by the joint powers board.

7. Associate Members. The joint powers board may establish a non-voting associate membership category along with corresponding application procedures and charges for governmental entities, businesses, and others interested in participating in the organization's programs.
8. Assessments. Funding for the Minnesota Environmental Science and Economic Review Board shall be provided by assessments paid by participating member governmental units. The assessment for the first year of existence of the Minnesota Environmental Science and Economic Review Board is \$.50 per water billing account existing in the most recently completed fiscal year up to a maximum of 15,000 accounts, the sum of which must be remitted to the joint powers board within sixty (60) days of joining the Minnesota Environmental Science and Economic Review Board. After the initial year of existence ending December 31, 1997, the joint powers board shall establish at its annual meeting as provided in paragraph 5 of this Agreement, an assessment for member governmental units. The treasurer shall notify each governmental unit of its assessment by August 1 of each fiscal year and each member shall remit payment of its respective assessment within sixty (60) days of receipt of notification from the treasurer.
9. Termination. This Agreement shall remain in effect until terminated by action of the joint powers board of the Minnesota Environmental Science and Economic Review Board at a duly qualified meeting. If the joint powers board is terminated, all assets acquired as a result of the joint exercise of powers pursuant to this Agreement remaining after the date of termination and after payment of any outstanding debts or expenses, shall be returned to those member governmental units in good standing on the date of termination in proportion to the respective contributions made by the member governmental unit.

Any individual governmental unit participating in this Agreement may elect to withdraw from participation in the Minnesota Environmental Science and Economic Review Board at any time upon adoption of a resolution of its governing body to that effect submitted to the joint powers board of the Minnesota Environmental Science and Economic Review Board. A withdrawing individual governmental unit shall not be entitled to the return of any assessments previously paid.
10. Governing Law. This Agreement is made pursuant to and shall be construed in accordance with the laws of the state of Minnesota.
11. Severability. In the event that any provision of this Agreement is determined to be invalid, illegal, or unenforceable by any court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, the other provisions of this Agreement shall remain in full force and effect, and the parties hereto shall negotiate in good faith and agree to such amendments or modifications of or to this Agreement or other appropriate actions as shall, to the maximum extent practicable, in light of such

determination, implement and give effect to the intentions of the parties hereto.

12. Amendment. This Agreement may be amended only according to the following procedure:
  - a. Proposed amendments must be submitted to the joint powers board of the Minnesota Environmental Science and Economic Review Board for review and approval. Proposed amendments must receive a majority vote of those board members present at a duly qualified meeting at which the vote is taken to be deemed approved. Prior to a meeting of the joint powers board at which amendment of this Agreement is proposed, each member governmental unit shall be given ten (10) days prior written notice of the meeting and the proposed amendment.
  - b. Should an amendment receive the requisite approval from the joint powers board as provided in paragraph 12 (a), the amendment shall be submitted to each member governmental unit represented on the joint powers board. The amendment shall not be enacted unless adopted by resolution of the governing body of each member governmental unit represented on the joint powers board. For purposes of adopting an amendment, member governmental units are those governmental units represented on joint powers board on the date a proposed amendment was approved by the joint powers board.
13. Accounting. The treasurer's city, as designated in this Agreement or another city as designated by the joint powers board, shall be responsible for the accounting for the joint powers board, except that any audit, if deemed necessary by action of the joint powers board, shall be performed by an independent consultant as selected by the joint powers board. The treasurer shall report to the joint powers board regarding the organization's finances, including revenues and expenditures for the fiscal year, at the organization's annual meeting.
14. Mutual Indemnification. Each member governmental unit of MESERB shall be liable for its own acts or omissions to the extent provided by law and hereby agrees to indemnify, save, defend, and hold harmless the other constituent member governmental units, their officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which member governmental units, their officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of member governmental units, their agents or employees in connection with membership in MESERB or in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.
15. Statutory Liability Limits. Unless otherwise provided by law, joining MESERB shall not constitute a waiver of a member governmental unit's statutory liability limits or result in the stacking of such limits.

16. Employees of Member Governmental Units and Consultants. Employees or officials of a member governmental unit or consultant performing a function, task or any other activity on behalf of MESERB shall not be considered employees of MESERB for any purpose and shall at all times remain employees of the member governmental unit or consultant. MESERB or its member governmental units shall not be responsible or liable for the payment of wages or any other remuneration to another member governmental unit's employee(s) notwithstanding the fact that such employee(s) may from time to time provide services which benefit MESERB.
17. Insurance Coverage Required. The joint powers board shall obtain and maintain liability coverage from a qualified insurance carrier. In the event that procured liability coverage does not cover a particular act or omission, each individual member governmental unit shall not be individually liable unless required by law, in which case any such liability shall be apportioned equally amongst the member governmental units.
18. Non-discrimination. The joint powers board shall not discriminate because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.
19. Data Practices. Unless otherwise provided by law, MESERB shall be subject to the Minnesota Data Practices Act.
20. Captions and Headings. Captions and headings in this Agreement are for ease of reference only and are not intended to alter the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned governmental unit, pursuant to an authorizing resolution of its respective governing body, has caused this Agreement to be signed and delivered on its behalf this \_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
(Name of Governmental Unit)

BY \_\_\_\_\_

Its \_\_\_\_\_

BY \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT I**  
**RESOLUTION #2009-**

**INTRODUCED:**  
**SECONDED:**  
**VOTED:     Aye:**  
              **Nay:**  
              **Absent:**

RESOLUTION AUTHORIZING GOVERNMENTAL  
UNIT TO BE A PARTY TO MINNESOTA WATER AGENCY RESPONSE NETWORK  
(MnWARN)

---

WHEREAS, Minnesota Statutes, Section 471.59 authorizes governmental units by agreement of their governing bodies, to jointly or cooperatively exercise any power common to them; and

WHEREAS, MnWARN has been established by the adoption of a Mutual Aid Agreement (the Agreement) among Governmental Units to allow their water, wastewater and storm water utilities to assist each other in case of an emergency; and

WHEREAS, the Agreement allows other governmental units to become a party to the Agreement by the adoption of this Resolution and sending notice to the Secretary of the Statewide Committee for MnWARN; and

WHEREAS, the governing body of the City of Windom considers it to be in the best interest of the City to be a party to the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City of Windom:

1. Authorizes the Mayor Kirby Kruse and City Administrator Steve Nasby to sign this resolution evidencing the intent of City of Windom to be a party to MnWARN; and
2. The City Administrator is directed to send a certified copy of this resolution and a completed membership information form to the Secretary of the Statewide Committee of MnWARN; and
3. The City of Windom agrees to comply with all terms of the Agreement.

Adopted by the Council this 6th day of January, 2009.

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

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

MAIL TO:  
Secretary of Statewide Committee  
MnWARN  
217 12<sup>th</sup> Avenue SE  
Elbow Lake, MN 56531



- ▶ Home
- ▶ Participation
- ▶ Mutual Aid Agreement
- ▶ Members
- ▶ Joint Policy Statement
- ▶ ICS/NIMS
- ▶ Resources
- ▶ Directors
- ▶ Contact Us

## MnWARN - Utilities Helping Utilities

### Joint Policy Statement on Mutual Aid & Assistance Networks

The water sector is committed to a "Utilities Helping Utilities" concept and is taking steps to encourage utilities and local/state governments to establish intrastate mutual aid and assistance networks. The purpose of these networks is to provide a method whereby water, wastewater, and storm water utilities that have sustained damages from natural or man-made events could obtain emergency assistance in the form of personnel, equipment, materials, and other associated services as necessary, from other water/wastewater utilities. The objective is to provide rapid, short-term deployment of emergency services to restore the critical operations of the affected water/wastewater utility.

A pre-established agreement among a network of utilities can complement and enhance local capabilities to prepare for and respond to a broad range of threats, both natural and man-made. The establishment of such intrastate mutual aid and assistance networks is a core principle of the National Preparedness Goal developed by the Department of Homeland Security.

Formalizing the existing capability to provide mutual aid and assistance provides the water/wastewater sector with a degree of resiliency against natural or man-made disasters to ensure continuity of service to our sector's customers.

It is essential that all partners in the water and wastewater community work together to support this concept. We encourage our members to discuss this concept with peers and take the steps necessary to establish an intrastate mutual aid and assistance network.

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# **MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN) MUTUAL AID AGREEMENT**

This Minnesota Water Agency Response Network (MnWARN) Mutual Aid Agreement is made and entered into by the undersigned Parties.

WHEREAS, the Parties hereto are authorized by law or home rule charter to establish a water, wastewater or storm water utility; and

WHEREAS, the Parties hereto have established a water, wastewater and/or storm water utility; and

WHEREAS, the Parties recognize that an Emergency may require Assistance in the form of personnel, equipment and supplies from a Utility outside the Governmental Unit; and

WHEREAS, the governing bodies of the Parties have investigated the facts and determined that it is in their best interests to authorize their Utilities to work cooperatively with another Party's Utilities when there is an Emergency; and

WHEREAS, Minnesota Statutes, Section 471.59 authorizes the Parties by agreement of their governing bodies to jointly or cooperatively exercise any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the Parties agree as follows:

## **ARTICLE I PURPOSE**

The Parties recognize that in an Emergency, their Utilities may require Assistance in the form of personnel, equipment and supplies from outside the area of impact. The purpose of this Agreement is to provide a framework, in the event of an Emergency, for the Parties to participate in an intrastate program for mutual aid assistance to provide water, wastewater and storm water utility services. The Parties authorize their Utilities to cooperatively assist other Party's Utilities when there is an Emergency, subject to the discretion of the Responding Party's Authorized Official as set forth in Article IV.

## ARTICLE II DEFINITIONS

- A. Agreement — This Water Agency Response Network Mutual Aid Agreement.
- B. Assistance — Resources, including but not limited to personnel, equipment, material and supplies that a Responding Party's Utility provides to a Receiving Party's Utility.
- C. Authorized Official — An employee or official of a Party's Utility that is authorized by the Party's governing body to request Assistance or provide Assistance under this Agreement.
- D. Emergency — Any occurrence that is, or is likely to be, beyond the control of the services, personnel, equipment or facilities of a Party's Utility.
- E. Governmental Unit — A city, county or township in Minnesota or a city's public utilities commission.
- F. MnWARN — The framework for public water, wastewater and storm water utilities in Minnesota to assist other public water, wastewater and storm water utilities when there is an Emergency that requires Assistance from another Utility. The framework includes this Agreement and other resources to be developed and coordinated by the Statewide Committee to implement the purpose of this Agreement.
- G. National Incident Management System (NIMS) — A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- H. Party/Parties — One or more governmental units that has a water, wastewater or stormwater utility that executes this Agreement or adopts this Agreement by resolution pursuant to Article XIV.
- I. Period of Assistance — The period of time when a Responding Party assists a Receiving Party. The period commences when personnel, equipment or supplies depart from a Responding Party's facility and ends when the resources return to their facility. All protections identified in the Agreement apply during this period. The Period of Assistance may occur during response to or recovery from an Emergency.
- J. Receiving Party — A Party who requests and receives Assistance under this Agreement.
- K. Responding Party — A Party that provides Assistance to another Party pursuant to this Agreement.
- L. Statewide Committee — The committee responsible for overseeing MnWARN on a statewide level.
- M. Steering Committee — The leadership group that established MnWARN and the development of this Agreement.
- N. Utility/Utilities — A water, wastewater and/or storm water utility of a Party.

**ARTICLE III  
ADMINISTRATION**

A. Statewide Committee.

1. Voting Members. MnWARN shall be administered through a Statewide Committee. The Statewide Committee shall be comprised of nine (9) voting members. The voting members of the Statewide Committee shall be comprised as follows: (i) an employee or official of a Utility located in Region 1 of the Minnesota Division of Homeland Security and Emergency Management Regions; (ii) an employee or official of a Utility located in Region 2 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iii) an employee or official of a Utility located in Region 3 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iv) an employee or official of a Utility located in Region 4 of the Minnesota Division of Homeland Security and Emergency Management Regions; (v) an employee or official of a Utility located in Region 5 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vi) an employee or official of a Utility located in Region 6 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vii) an employee or official of the Minnesota Rural Water Association; (viii) a representative from the Minnesota Section of the American Water Works Association; and (ix) a representative of the Minnesota Wastewater Operator's Association.
  - a. Initial Voting Members. The initial voting members representing the six regions of the Minnesota Division of Homeland Security and Emergency Management Regions shall be selected by the Steering Committee. The other three voting members shall be selected by the organization they represent.
  - b. Subsequent Voting Members. The appointment or election of subsequent voting members shall be done in accordance with bylaws to be adopted by the Statewide Committee.
  - c. Terms. The terms of the voting members shall be established by the bylaws to be adopted by the Statewide Committee.
  - d. Changes. The Statewide Committee may change the number or composition of the voting members in accordance with its bylaws.
2. Advisory Members. There shall be at least six (6) advisory members of the Statewide Committee who shall not be entitled to vote. The advisory member shall consist of a representative to be selected by each of the following organizations: (i) the Minnesota Pollution Control Agency; (ii) the Minnesota Department of Health; (iii) Minnesota Homeland Security and Emergency Management; (iv) the Association of Minnesota Emergency Managers; (v) the Minnesota Municipal Utilities Association; and (vi) the League of Minnesota Cities. The voting members of the Statewide Committee may change the number or composition of the advisory members in accordance with its bylaws. The terms of the advisory members shall be established by the bylaws of the Statewide Committee.
3. Officers. The Statewide Committee shall have the following officers: a Chair, a Vice-Chair and a Secretary. The initial officers shall be elected by the Statewide Committee at its first meeting. The terms of the initial officers and subsequently elected officers

shall be established by the bylaws of the Statewide Committee. The officers shall have the following powers:

- a. Chair. The Chair shall have no more power than any other member of the Statewide Committee except that the Chair shall act as the presiding officer at all Statewide Committee meetings and may have other duties as assigned from time to time and prescribed by the Statewide Committee.
- b. Vice-Chair. The Vice-Chair shall act as the presiding officer at any Statewide Committee meeting not attended by the Chair and shall perform the Chair's duties in the Chair's absence. The Vice-Chair may have other duties as assigned from time to time and prescribed by the Statewide Committee.
- c. Secretary. The Secretary shall be responsible for ensuring that minutes are prepared for all Statewide Committee meetings. The Secretary shall also keep all books and records of the Statewide Committee and shall give all notices required by law, and may have other duties as assigned from time to time and prescribed by the Statewide Committee. The Statewide Committee may delegate all or part of the Secretary's duties required under this Section to another person; provided that such delegation shall not relieve the Secretary of ultimate responsibility for these duties

4. Powers. The Statewide Committee shall have the following powers:

- a. To coordinate emergency planning and response activities of Utilities in coordination with the emergency management and public health system of the State;
- b. To adopt policies and procedures to further the purpose of MnWARN;
- c. To establish committees, including regional committees, to assist in implementing the purpose of MnWARN;
- d. To develop a resource list of personnel, equipment, supplies and other resources that may be used to provide Assistance;
- e. To establish a website to facilitate the Parties' use of MnWARN;
- f. To develop protocols, forms or procedures for Parties to request assistance;
- g. To develop educational materials; and
- h. To develop training materials and conduct training for Parties.

5. Meetings. The Statewide Committee shall hold meetings as follows:

- a. Organizational Meeting. An organizational meeting shall be held at a time and place to be determined by the Steering Committee.
- b. Regular Meetings. Thereafter, the Statewide Committee shall meet at least annually. A schedule of regular meetings may be adopted by the Statewide

Committee at the organizational meeting. A schedule of regular meetings may be changed from time to time as deemed necessary by the Statewide Committee.

- c. Special Meetings. Special meetings of the Statewide Committee may be called by the Chair and must be called by the Chair upon written request of two Statewide Committee members.
- d. Quorum. The Statewide Committee shall not take official action unless a majority of the voting members are present in person or via electronic communication.

#### **ARTICLE IV REQUESTS FOR ASSISTANCE**

- A. Party Responsibility. The Parties shall identify an Authorized Official and one or more alternates; provide contact information including 24-hour access; and maintain the resource information required contained in the member information form to be developed by the Statewide Committee. The Parties shall update this information as required by the bylaws.

In the event of an Emergency, a Party's Authorized Official may request Assistance from a Party's Utility. The Authorized Official must specifically state that Assistance is being requested under MnWARN to activate the provisions of this Agreement. Requests for Assistance can be made orally or in writing. When made orally, the request for Assistance shall be prepared in writing as soon as practicable. Requests for Assistance shall be directed to the Authorized Official of a Party. Specific protocols for requesting Assistance shall be established by the Statewide Committee.

- B. Response to a Request for Assistance. After a Party receives a request for Assistance, the Authorized Official should evaluate if resources are available to respond to the request for Assistance. Following the evaluation, the Responding Party's Authorized Official shall inform, as soon as possible, the Receiving Party's Authorized Official if it can provide Assistance. If Assistance is provided, the Responding Party shall inform the Receiving Party about the type of available resources and the approximate arrival time of such resources.
- C. Discretion of Responding Party's Authorized Official. Adoption of this Agreement does not create any duty to provide Assistance. When a Party receives a request for Assistance, the Authorized Official shall have absolute discretion to provide Assistance or to not provide Assistance. A Party's decision to provide Assistance or not provide Assistance shall be final. No Party nor any employee or officer of any Party shall be liable to any other Party or to any person for failure of any Party to furnish Assistance or for recalling Assistance.

#### **ARTICLE V RESPONDING PARTY PERSONNEL**

- A. National Incident Management System (NIMS). When providing Assistance under this Agreement, the Requesting Party's Utility and the Responding Party's Utility shall be organized and function under NIMS.
- B. Control. The personnel of a Responding Party providing Assistance shall be under the direction and control of the Receiving Party until the Responding Party's Authorized Official withdraws Assistance. The Receiving Party's Authorized Official shall coordinate response

activities with the Responding Party's Authorized Official. Whenever practical, Responding Party personnel should plan to be self sufficient for up to 72 hours.

- C. Food and Shelter. The Receiving Party shall supply reasonable food and shelter for Responding Party personnel for Assistance that is provided for more than 72 hours. If the Receiving Party is unable to provide food and shelter for a Responding Party's personnel, the Responding Party's Authorized Official or designee is authorized to secure food and shelter for its personnel and shall be entitled to reimbursement for such expenses from the Receiving Party. Reimbursement for food and shelter shall reflect the actual costs incurred by the Responding Party. If receipts are not available, the Responding Party cannot request reimbursement in excess of the State per diem rates for that area.
- D. Communication. The Receiving Party shall provide Responding Party personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communication among personnel providing Assistance.
- E. Status. Unless otherwise provided by law, the Responding Party's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.
- F. Licenses and Permits. To the extent permitted by law, Responding Party personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the Period of Assistance.
- G. Right to Withdraw. The Responding Party's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Receiving Party's Authorized Official as soon as possible.

## **ARTICLE VI COST REIMBURSEMENT**

Unless otherwise mutually agreed in whole or in part, the Receiving Party shall reimburse the Responding Party for each of the following categories of costs incurred while providing Assistance during the Period of Assistance.

- A. Personnel. A Responding Party shall be reimbursed for its actual costs paid to personnel providing Assistance during the Period of Assistance. The Responding Party's designated supervisor(s) must keep accurate records of work performed by personnel during the Period of Assistance. Reimbursement to the Responding Party must consider all personnel costs, such as salaries or hourly wages, including overtime, and costs for fringe benefits and indirect costs.
- B. Equipment. The Receiving Party shall reimburse the Responding Party for the use of equipment during a Period of Assistance pursuant to the Responding Party's rate schedule. If the Responding Party does not have a rate schedule, the rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Party uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Party must provide such rates in writing to the Receiving Party prior to supplying Assistance. Reimbursement for equipment not referenced on a Party's rate schedule or the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

- C. Materials and Supplies. The Receiving Party must reimburse the Responding Party in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Party must not charge direct fees or rental charges to the Receiving Party for other supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. Payment Period. The Responding Party must provide an itemized bill to the Receiving Party for all expenses it incurred as a result of providing Assistance under this Agreement. The Responding Party must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Receiving Party must pay the undisputed portion of the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest at the standard rate of interest charged by the Responding Party for unpaid bills. If the Responding Party does not have a standard rate, the interest rate shall be the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum. Any undisputed amount must be resolved using the procedures set forth in Article VII.

## **ARTICLE VII DISPUTES**

The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Mediation. If there is a failure between Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The Parties shall agree upon a mediator, or if they cannot agree, the Statewide Committee Chair shall select a mediator. If the Chair of the Statewide Committee, has a conflict of interest, the duty for selecting a mediator shall pass to the Vice-Chair.
- B. Arbitration. If the dispute remains unresolved following mediation, the dispute shall be submitted to arbitration under the Uniform Arbitration Act, Minnesota Statutes, Sections 572.08-.30. If the Parties cannot agree on one or more arbitrators, the arbitrator(s) shall be selected using the same procedure set forth for selecting a mediator. The decision of the majority of the arbitrators shall not be binding upon the Parties. If the arbitration decision is not accepted, the Parties may pursue any other legal remedy to resolve the dispute.

## **ARTICLE VIII RECEIVING PARTY'S DUTY TO INDEMNIFY**

For the purposes Minnesota Municipal Tort Liability Act, Minnesota Statutes, Chapter 466, the employees and officers of the Responding Party are deemed to be employees (as defined in Minnesota Statutes, Section 466.01, subdivision 6) of the Receiving Party.

The Receiving Party shall defend, indemnify and hold harmless, the Responding Party, its officers, employees, volunteers and agents from all claims, loss, damage, injury, and liability of

every kind, nature, and description, directly or indirectly arising from the Responding Party's Assistance during the Period of Assistance. The scope of the Receiving Party's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Receiving Party, or faulty workmanship or other negligent acts, errors, or omissions by the Responding Party personnel. The Receiving Party shall not be required to defend and indemnify the Responding Party for any willful or wanton misconduct of the Responding Party or its officer, employees, volunteers or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits of liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The intent of this article is to impose on each Receiving Party a limited duty to defend and indemnify a Responding Party for claims arising within the Receiving Party's jurisdiction subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

The Receiving Party's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

#### **ARTICLE IX DAMAGE TO EQUIPMENT**

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

#### **ARTICLE X WORKERS' COMPENSATION**

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue another Party for any workers' compensation benefits paid to its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue another Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of another Party or its officers, employees or volunteers.

#### **ARTICLE XI INSURANCE**

Parties to this Agreement shall maintain the following liability coverages: (1) commercial general liability; and (2) automobile liability, including owned, hired, and non-owned automobiles. Each policy shall have a limit at least equal to the maximum municipal liability limit in Section 466.04, subd. 1. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than double the maximum municipal liability limit in Section 466.04, subd. 1.

**ARTICLE XII  
WITHDRAWAL**

A Party may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Committee Secretary. Withdrawal takes effect 60 days after notice is sent.

**ARTICLE XIII  
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Parties to this Agreement are encouraged to participate in mutual aid and assistance activities conducted under the State of Minnesota Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for Utilities through this Agreement if such a Program were established.

**ARTICLE XIV  
NEW MEMBERS**

Other Governmental Units may be added to this Agreement upon approval of their governing body as evidenced by adoption of the resolution attached as Exhibit I to this Agreement and execution by the Governmental Unit's authorized representatives. A Governmental Unit shall not become a Party to this Agreement until a certified copy of the resolution is received by the Statewide Committee Secretary. The Statewide Committee Secretary shall maintain a master list of all Parties to this Agreement.

**ARTICLE XV  
GENERAL PROVISIONS  
MODIFICATION**

- A. Modification. No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of the Parties to this Agreement. The Statewide Committee Secretary shall provide written notice to all Parties of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Parties.
- B. Signatory Indemnification. In the event of a liability, claim, demand, action or proceeding of whatever kind or nature arising out of a Period of Assistance, the Parties who receive and provide Assistance shall indemnify and hold harmless those Parties whose involvement in the transaction or occurrence that is the subject of such claim, action, demand or other proceeding is limited to execution of this Agreement.
- C. Prohibition on Third Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and are without effect.
- D. Notice. A Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties to this Agreement shall

provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

- E. Effective Date. This Agreement shall be effective after approval by the Parties' governing body and execution by the Parties' authorized representatives.
- F. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- G. Captions. Article and section headings contained in this Agreement are included for convenience only and form no part of the Agreement among the Parties.
- H. Waivers. The waiver by a Party of any breach or failure to comply with any provision of this Agreement by another Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- J. Savings Clause. If any court finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

City of \_\_\_\_\_, Minnesota

The City Council of \_\_\_\_\_, Minnesota duly approved this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Its Mayor

And: \_\_\_\_\_  
Its Clerk

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY OFFICE	STEVE NASBY	EXPENSE	185.03
CITY OFFICE	QUILL CORP	SUPPLIES	107.15
	Total for Department 103		292.18*
POLICE	GALLS	SUPPLIES	41.46
POLICE	LANGUAGE LINE SERVIC	SERVICE	33.30
POLICE	MN WEST COLLEGE - GR	REGISTRATION	275.00
POLICE	PAMIDA	SUPPLIES	14.55
POLICE	JEFFREY SHIRKEY	REGISTRATION	375.00
POLICE	STREICHER'S	EQUIPMENT	141.60
POLICE	PLEET SERVICES DIVIS	LEASE CAR	2,497.80
	Total for Department 120		3,378.71*
FIRE DEPARTMENT	METRO FIRE	TURN OUT GEAR	9,134.42
	Total for Department 125		9,134.42*
STREET	WINDOM AUTO VALU	MAINTENANCE	46.30
STREET	LEAGUE OF MN CITIES	DEDUCTIBLE -R IRWIN	674.00
STREET	MN ENERGY RESOURCES	HEATING	1,122.52
	Total for Department 140		1,842.82*
RECREATION	TOM ELNESS	UMPIRE	25.00
RECREATION	LEVI GOTTO	UMPIRE	240.00
RECREATION	TIM LARSON	UMPIRE	165.00
RECREATION	BRYCE QUIRING	UMPIRE	50.00
	Total for Department 150		480.00*
	Total for Fund 01		15,128.13*
AMBULANCE	KATE AXFORD	EXPENSE	12.81
AMBULANCE	TIM HACKER	EXPENSE	11.97
AMBULANCE	ALLAN REMPEL	EXPENSE	24.65
	Total for Department 176		49.43*
	Total for Fund 13		49.43*
MULTI-PURPOSE BUILDI	PAMIDA	SUPPLIES	9.25
	Total for Department 177		9.25*
	Total for Fund 14		9.25*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	4,454.00
LIQUOR	GRIGGS COOPER	MERCHANDISE	256.66
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	6,261.10
LIQUOR	A H HERMEL CANDY & T	MERCHANDISE	411.66
LIQUOR	HOLINKA DISTR. CO.	MERCHANDISE	64.50
LIQUOR	WINDOM AUTO VALU	MAINTENANCE	1.91
LIQUOR	JOHNSON BROS.	MERCHANDISE	3,701.84
LIQUOR	GENE LENNING	SUPPLIES	64.65
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	6,475.26
LIQUOR	S&K LINES	FREIGHT	300.70

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
LIQUOR	BANK MIDWEST	NSF CHECK	28.85
LIQUOR	7-UP BOTTLING	MERCHANDISE	52.80
	Total for Department 180		22,073.93*
	Total for Fund 60		22,073.93*
WATER	DATA-PAC MAILING SYS	MAIL METER RENTAL	52.25
WATER	H P SUDS	BILLING CONTRACT SERVICE	129.17
WATER	WINDOM AUTO VALU	MAINTENANCE	14.69
	Total for Department 181		196.11*
	Total for Fund 61		196.11*
ELECTRIC	CENTRAL MINNESOTA MU	POWER COST	212,248.40
ELECTRIC	DATA-PAC MAILING SYS	MAIL METER RENTAL	52.25
ELECTRIC	MARV GRUNIG	EXPENSE	81.90
ELECTRIC	H P SUDS	BILLING CONTRACT SERVICE	129.17
ELECTRIC	J. H. LARSON	MAINTENANCE	62.66
ELECTRIC	MN DEPT OF COMMERCE	ASSESSMENT	1,125.78
ELECTRIC	GLORIA ANDREASEN	ENERGY REBATE	300.00
ELECTRIC	TOM BAUMGARD	ENERGY REBATE	100.00
ELECTRIC	DOUG BERGENDAHL	ENERGY REBATE	100.00
ELECTRIC	TERRY BURMEISTER	ENERGY REBATE	100.00
ELECTRIC	BRYAN CARLSON	ENERGY REBATE	300.00
ELECTRIC	MARGE EICHNER	ENERGY REBATE	200.00
ELECTRIC	AVIS FETT	ENERGY REBATE	100.00
ELECTRIC	MICHAEL FISHER	ENERGY REBATE	100.00
ELECTRIC	AMY FUCHS	ENERGY REBATE	100.00
ELECTRIC	ANDY HARRIES	ENERGY REBATE	100.00
ELECTRIC	RANDY KREMMIN	ENERGY REBATE	100.00
ELECTRIC	ROBERT LANGE	ENERGY REBATE	100.00
ELECTRIC	PHYLLIS LARSON	ENERGY REBATE	100.00
ELECTRIC	SALLY LARSON	ENERGY REBATE	200.00
ELECTRIC	KYLE LESSMEIER	ENERGY REBATE	200.00
ELECTRIC	JOAN NEGEN	ENERGY REBATE	100.00
ELECTRIC	RICHARD NELSON	ENERGY REBATE	100.00
ELECTRIC	SCOTT SCHOLTZ	ENERGY REBATE	200.00
ELECTRIC	CRISTA STAHL	ENERGY REBATE	100.00
ELECTRIC	BRIAN THOMPSON	ENERGY REBATE	100.00
ELECTRIC	STAN WENDLAND	ENERGY REBATE	100.00
ELECTRIC	DOUG WESTERMAN	ENERGY REBATE	100.00
	Total for Department 182		216,700.16*
	Total for Fund 62		216,700.16*
SEWER	DATA-PAC MAILING SYS	MAIL METER RENTAL	52.25
SEWER	H P SUDS	BILLING CONTRACT SERVICE	129.17
SEWER	WINDOM AUTO VALU	MAINTENANCE	26.99
SEWER	QUEST	TELEPHONE	68.16
SEWER	MN ENERGY RESOURCES	HEATING	657.22

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
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		Total for Department 183	933.79*
		Total for Fund 63	933.79*
ARENA	WINDOM AUTO VALU	MAINTENANCE	9.45
		Total for Department 184	9.45*
		Total for Fund 64	9.45*
TELECOMMUNICATIONS	CNN - CABLE NEWS NET	SUBSCRIBER	755.76
TELECOMMUNICATIONS	DATA-PAC MAILING SYS	MAIL METER RENTAL	156.75
TELECOMMUNICATIONS	H P SUDS	BILLING CONTRACT SERVICE	387.49
TELECOMMUNICATIONS	MN ENERGY RESOURCES	HEATING	182.34
TELECOMMUNICATIONS	PRO CELLULAR	MOBILE PAGE	26.74
TELECOMMUNICATIONS	RFD TV	SUBSCRIBER	201.00
TELECOMMUNICATIONS	TCM-TURNER CLASSIC M	SUBSCRIBER	368.50
		Total for Department 199	2,078.58*
		Total for Fund 69	2,078.58*
		Grand Total	257,178.83*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	DAN'S OFFICE SUPPLY	MAYORS MEDAL	29.29
MAYOR & COUNCIL	SUNSHINE FOODS	MAYORS MEDAL	39.51
MAYOR & COUNCIL	PETERSON JEWELRY	EXPENSE-MAYOR'S MEDAL	12.00
MAYOR & COUNCIL	SECR REV FUND/CITY O	EXPENSE	8.20
	Total for Department 101		89.00*
CITY OFFICE	DAN'S OFFICE SUPPLY	SUPPLIES	36.30
CITY OFFICE	SUNSHINE FOODS	SUPPLIES	48.76
CITY OFFICE	SELECTACCOUNT	ADMINISTRATIVE FEE	84.18
	Total for Department 103		169.24*
P & Z / BUILDING OFF	DAN'S OFFICE SUPPLY	SUPPLIES	73.01
P & Z / BUILDING OFF	DAVIS TYPEWRITER	MAINTENANCE CONTRACT	63.96
P & Z / BUILDING OFF	ELECTRIC FUND	MAINTENANCE	12.50
P & Z / BUILDING OFF	MIDWEST WIRELESS	TELEPHONE	21.50
P & Z / BUILDING OFF	SW MN CHAPTER OF I.C	DUES	75.00
	Total for Department 106		245.97*
CITY HALL	COLE PAPER INC.	SUPPLIES	63.75
CITY HALL	ELECTRIC FUND	MAINTENANCE	27.74
CITY HALL	MN ENERGY RESOURCES	HEATING	1,399.77
CITY HALL	SCHWALBACH HARDWARE	MAINTENANCE	149.15
	Total for Department 115		1,640.41*
POLICE	COTTONWOOD CO TREASU	DISPATCHING	275.00
POLICE	COTTONWOOD CO TREASU	RENT	1,200.00
POLICE	ELECTRIC FUND	MAINTENANCE	16.50
POLICE	MN CHIEF OF POLICE A	SERVICE	47.93
POLICE	SCHWALBACH HARDWARE	MAINTENANCE	18.91
POLICE	SECR REV FUND/CITY O	POSTAGE	3.85
POLICE	UNICEL	TELEPHONE	314.34
	Total for Department 120		1,876.53*
FIRE DEPARTMENT	CITIZEN PUBLISHING C	ADVERTISING	453.60
FIRE DEPARTMENT	COTTONWOOD CO TREASU	DISPATCHING	212.50
FIRE DEPARTMENT	ELECTRIC FUND	MAINTENANCE	244.00
FIRE DEPARTMENT	WINDOM AUTO VALU	MAINTENANCE	150.76
FIRE DEPARTMENT	JOHNSON HARDWARE	MAINTENANCE	10.49
FIRE DEPARTMENT	LINDA ORTMAN	CLEANING	45.00
	Total for Department 125		1,116.35*
EMERGENCY MANAGEMENT	COTTONWOOD CO TREASU	DISPATCHING	12.50
	Total for Department 130		12.50*
STREET	COTTONWOOD CO TREASU	DISPATCHING	125.00
STREET	ELECTRIC FUND	MAINTENANCE	481.10
STREET	WINDOM AUTO VALU	MAINTENANCE	4.95
STREET	MIDWEST WIRELESS	TELEPHONE	108.74
STREET	RUNNING'S SUPPLY	MAINTENANCE	7.01
	Total for Department 140		726.80*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
PARKS	COTTONWOOD CO TREASU	DISPATCHING	37.50
PARKS	ELECTRIC FUND	MAINTENANCE	46.40
	Total for Department 165		83.90*
	Total for Fund 01		5,960.70*
LIBRARY	GE MONEY BANK/AMAZON	SUBSCRIPTION	6.87
LIBRARY	L & S ELECTRIC	MAINTENANCE	203.06
LIBRARY	MN ENERGY RESOURCES	HEATING	1,008.46
LIBRARY	SCHWALBACH HARDWARE	MAINTENANCE	33.38
	Total for Department 171		1,251.77*
	Total for Fund 03		1,251.77*
AIRPORT	ELECTRIC FUND	MAINTENANCE	85.33
	Total for Department 174		85.33*
	Total for Fund 11		85.33*
AMBULANCE	COTTONWOOD CO TREASU	DISPATCHING	200.00
AMBULANCE	CREATIVE DESIGN	CLOTHING	654.00
AMBULANCE	ELECTRIC FUND	MAINTENANCE	146.10
AMBULANCE	JIM SKARPHOL	EXPENSE	128.33
	Total for Department 176		1,128.43*
	Total for Fund 13		1,128.43*
MULTI-PURPOSE BUILDI	COLE PAPER INC.	SUPPLIES	138.22
MULTI-PURPOSE BUILDI	DUBBERS FOR VARIETY	SUPPLIES	5.94
MULTI-PURPOSE BUILDI	BATCHELLER'S EVER-GR	SERVICE	74.88
MULTI-PURPOSE BUILDI	MIDWEST WIRELESS	TELPEHONE	13.73
MULTI-PURPOSE BUILDI	MN ENERGY RESOURCES	HEATING	2,198.76
	Total for Department 177		2,431.53*
	Total for Fund 14		2,431.53*
	WESTERN COMMUNITY AC	COMM SCDP EXPENSE	13,383.00
	Total for Department		13,383.00*
	Total for Fund 17		13,383.00*
GUARDIAN INN/ MINNWE	TIF PAYMENT		12,301.34
	Total for Department		12,301.34*
	Total for Fund 35		12,301.34*
TORO	TIF PAYMENT		25,049.09
	Total for Department		25,049.09*
	Total for Fund 37		25,049.09*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
	MINN-KOTA PROPERTIES	TIF PAYMENT	2,623.51
		Total for Department	2,623.51*
		Total for Fund 39	2,623.51*
	J & R PARTNERSHIP	TIF PAYMENT	11,485.77
		Total for Department	11,485.77*
		Total for Fund 40	11,485.77*
	PM WINDOM	TIF PAYMENT	42,049.87
		Total for Department	42,049.87*
		Total for Fund 42	42,049.87*
LIQUOR	ENVIROMASTER, INC.	SERVICE	39.41
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	3,131.95
LIQUOR	BILL ANDERSON LANDSC	SERVICE	181.05
LIQUOR	FIELDSTONE VINEYARDS	MERCHANDISE	239.40
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	2,936.50
LIQUOR	A H HERMEL CANDY & T	MERCHANDISE	470.04
LIQUOR	HOLT'S CLEANING SERV	CLEANING	275.00
LIQUOR	JOHNSON BROS.	MERCHANDISE	2,196.89
LIQUOR	MN ENERGY RESOURCES	HEATING	445.50
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	546.00
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	3,907.54
LIQUOR	S&K LINES	FREIGHT	449.50
		Total for Department 180	14,818.78*
		Total for Fund 60	14,818.78*
WATER	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	64.13
WATER	COTTONWOOD CO TREASU	DISPATCHING	100.00
WATER	ELECTRIC FUND	MAINTENANCE	12.00
WATER	HAWKINS, INC	CHEMICALS	3,530.70
WATER	H P SUDS	BILLING CONTRACT SERVICE	133.33
WATER	MN VALLEY TESTING	TESTING	56.25
WATER	MN ENERGY RESOURCES	HEATING	864.35
WATER	RUNNING'S SUPPLY	MAINTENANCE	176.71
WATER	HD SUPPLY WATERWORKD	MAINTENANCE	210.24
WATER	WENCK ASSOCIATES, IN	LANDFILL	1,522.00
		Total for Department 181	6,669.71*
		Total for Fund 61	6,669.71*
	SECR REV FUND/CITY O	EXPENSE	625.00
	JENNIE FIELDS	REFUND - UTILITY PREPAYM	125.00
	RUSSELL RAAF	REFUND-UTILITY PREPAYMEN	125.00
		Total for Department	875.00*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ELECTRIC	COTTONWOOD CO TREASU	DISPATCHING	187.50
ELECTRIC	ELECTRIC FUND	MAINTENANCE	113.75
ELECTRIC	MARV GRUNIG	EXPENSE	81.90
ELECTRIC	H P SUDS	BILLING CONTRACT SERVICE	133.33
ELECTRIC	WINDOM AUTO VALU	MAINTENANCE	12.75
ELECTRIC	J. H. LARSON	MAINTENANCE	517.19
ELECTRIC	MIDWEST WIRELESS	TELEPHONE	92.82
ELECTRIC	HSBC BUSINESS SOLUTI	SUPPLIES	252.78
ELECTRIC	MN ENERGY RESOURCES	HEATING	368.76
ELECTRIC	RUNNING'S SUPPLY	MAINTENANCE	4.22
ELECTRIC	SECR REV FUND/CITY O	ACCOUNT REFUND	11.19
ELECTRIC	SECR REV FUND/CITY O	EXPENSE	2.00
ELECTRIC	SECR REV FUND/CITY O	POSTAGE	3.00
ELECTRIC	SKARSHAUG TESTING LA	TESTING	320.93
ELECTRIC	EDA FUND	REBATE FOR "CIP"	1,134.00
ELECTRIC	JENNIE FIELDS	REFUND - STATEMENT CREDI	1.00
		Total for Department 182	3,237.12*
		Total for Fund 62	4,112.12*
SEWER	COTTONWOOD CO TREASU	DISPATCHING	100.00
SEWER	DAN'S OFFICE SUPPLY	SUPPLIES	8.91
SEWER	H P SUDS	BILLING CONTRACT SERVICE	133.33
SEWER	WINDOM AUTO VALU	MAINTENANCE	36.58
SEWER	MN VALLEY TESTING	TESTING	1,685.50
SEWER	NORTH SHORE ANALYTIC	TESTING	125.00
SEWER	MN ENERGY RESOURCES	HEATING	127.81
SEWER	RUNNING'S SUPPLY	MAINTENANCE	44.86
		Total for Department 183	2,261.99*
		Total for Fund 63	2,261.99*
ARENA	ELECTRIC FUND	MAINTENANCE	104.25
ARENA	FERRELLGAS	GAS	310.62
ARENA	HEARTLAND PAPER COMP	SUPPLIES	235.87
ARENA	HY-VEE FOOD STORE	MERCHANDISE	125.55
ARENA	MIDWEST WIRELESS	TELEPHONE	82.59
ARENA	MN ENERGY RESOURCES	HEATING	1,902.68
		Total for Department 184	2,761.56*
		Total for Fund 64	2,761.56*
ECONOMIC DEVELOPMENT	COTTONWOOD COUNTY AB	ABSTRACT	265.00
ECONOMIC DEVELOPMENT	COTTONWOOD CO TREASU	DEED TAX	21.78
ECONOMIC DEVELOPMENT	DAN'S OFFICE SUPPLY	SUPPLIES	58.64
ECONOMIC DEVELOPMENT	DAVIS TYPEWRITER	MAINTENANCE CONTRACT	63.95
ECONOMIC DEVELOPMENT	EHLERS & ASSOC., INC	SERVICE	277.50
ECONOMIC DEVELOPMENT	GRANDPREY APPRAISAL	SPEC BLDG APPRAISAL	850.00
ECONOMIC DEVELOPMENT	HANEFELD CUSTOM BUIL	SPEC BLDG CONSTR PROJECT	8,853.00
ECONOMIC DEVELOPMENT	HANEFELD CUSTOM BUIL	SPEC BLDG PROJECT	19,839.00

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ECONOMIC DEVELOPMENT	MCDONALD & SCHRAMEL	WARRANTY DEED	120.00
ECONOMIC DEVELOPMENT	MIDWEST WIRELESS	TELEPHONE	47.03
ECONOMIC DEVELOPMENT	MN ENERGY RESOURCES	HEATING	991.07
ECONOMIC DEVELOPMENT	SECR REV FUND/CITY O	EXPENSE	4.50
ECONOMIC DEVELOPMENT	LAMAR	SIGN	975.00
ECONOMIC DEVELOPMENT	L & S CONSTRUCTION C	MAINTENANCE MATERIAL	498.42
		Total for Department 187	32,864.89*
		Total for Fund 67	32,864.89*
	MELANIE BEAM	REFUND - STMT CREDIT-TEL	.61
		Total for Department	.61*
TELECOMMUNICATIONS	AT & T	USAGE CHARGES	120.00
TELECOMMUNICATIONS	B B C AMERICA	SUBSCRIBER	6.75
TELECOMMUNICATIONS	BLUEHIGHWAYS	SUBSCRIBER	26.80
TELECOMMUNICATIONS	DISCOVERY DIGITAL NE	SUBSCRIBER	58.74
TELECOMMUNICATIONS	E-911	MONTHLY 911 SERVICE	43.80
TELECOMMUNICATIONS	ELECTRIC FUND	MAINTENANCE	12.50
TELECOMMUNICATIONS	FIBER INSTRUMENT SAL	FIBER PADS FOR MAIN LINE	543.48
TELECOMMUNICATIONS	GODFATHER'S PIZZA	EXPENSE	23.94
TELECOMMUNICATIONS	H P SUDS	BILLING CONTRACT SERVICE	400.01
TELECOMMUNICATIONS	KARE 11 TELEVISION	SUBSCRIBER	284.20
TELECOMMUNICATIONS	LIFETIME	SUBSCRIBER	629.80
TELECOMMUNICATIONS	OLSEN THIELEN & CO.,	SERVICE	527.40
TELECOMMUNICATIONS	ONVOY, INC	SS7 SERVICE	3,500.82
TELECOMMUNICATIONS	WINDOM PUBLIC SCHOOL	REIMB - EQUIP PURCHASE	851.87
TELECOMMUNICATIONS	ZAYO BANDWIDTH	BANDWIDTH BILLING	3,411.57
TELECOMMUNICATIONS	MELANIE BEAM	REFUND - STMT CREDIT-TEL	45.66
TELECOMMUNICATIONS	TELECOM FUND	BLANDIN GRANT-MATCHING F	18,130.00
		Total for Department 199	28,617.34*
		Total for Fund 69	28,617.95*
	AFSCME	UNION DUES	225.96
	AFLAC	INSURANCE	340.62
	JOHNSON COUNTY COURT	PAYROLL DEDUCTION CDDM01	1,202.00
	LOCAL UNION #949	UNION DUES	1,494.26
	MN BENEFIT ASSOCIATI	INSURANCE	114.18
		Total for Department	3,377.02*
		Total for Fund 70	3,377.02*
		Grand Total	213,234.36*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
	BANK MIDWEST	GENERAL FUND SAVINGS	300,000.00
	Total for Department		300,000.00*
CITY OFFICE	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	87.85
CITY OFFICE	DAN'S OFFICE SUPPLY	SUPPLIES	9.04
CITY OFFICE	BANK MIDWEST INSURAN	SURETY BOND-STEVE NASBY	100.00
	Total for Department 103		196.89*
POLICE	COTTONWOOD CO TREASU	DISPATCHING	275.00
POLICE	COTTONWOOD CO TREASU	RENT	1,200.00
POLICE	MN CRIME PREVENTION	DUES	45.00
POLICE	STREICHER'S	EQUIPMENT	360.29
	Total for Department 120		1,880.29*
FIRE DEPARTMENT	COTTONWOOD CO TREASU	DISPATCHING	212.50
FIRE DEPARTMENT	MIDWEST WIRELESS	TELEPHONE	27.06
	Total for Department 125		239.56*
EMERGENCY MANAGEMENT	COTTONWOOD CO TREASU	DISPATCHING	12.50
	Total for Department 130		12.50*
STREET	COTTONWOOD CO TREASU	DISPATCHING	125.00
STREET	H & L MESABI INC	MAINTENANCE	1,417.36
	Total for Department 140		1,542.36*
RECREATION	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	43.91
	Total for Department 150		43.91*
PARKS	COTTONWOOD CO TREASU	DISPATCHING	37.50
	Total for Department 165		37.50*
	Total for Fund 01		303,953.01*
AIRPORT	MN DEPT OF ADMINISTR	TELEPHONE	22.50
	Total for Department 174		22.50*
	Total for Fund 11		22.50*
POOL	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	43.91
	Total for Department 175		43.91*
	Total for Fund 12		43.91*
AMBULANCE	COTTONWOOD CO TREASU	DISPATCHING	200.00
AMBULANCE	KIM POWERS	EXPENSE	33.34
AMBULANCE	ALLAN REMPEL	EXPENSE	9.41
	Total for Department 176		242.75*
	Total for Fund 13		242.75*
	LAMPERTS YARDS, INC.	MAINTENANCE	244.31

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Department			244.31*
MULTI-PURPOSE BUILDI	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	43.91
MULTI-PURPOSE BUILDI	MN DEPT OF ADMINISTR	TELEPHONE	22.50
MULTI-PURPOSE BUILDI	PAPER SERVICE PLUS	CUSTOM CEILING DECOR	1,139.89
Total for Department 177			1,206.30*
Total for Fund 14			1,450.61*
LIQUOR	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	43.91
LIQUOR	BELLBOY CORP	MERCHANDISE	1,362.00
LIQUOR	COCA-COLA BOTTLING C	MERCHANDISE	202.24
LIQUOR	GRIGGS COOPER	MERCHANDISE	7,063.63
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	9,095.10
LIQUOR	JOHNSON BROS.	MERCHANDISE	2,766.51
LIQUOR	GENE LENNING	SUPPLIES	40.00
LIQUOR	PAUSTIS & SONS	MERCHANDISE	178.50
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	1,344.13
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	8,201.48
LIQUOR	S&K LINES	FREIGHT	131.75
Total for Department 180			30,429.25*
Total for Fund 60			30,429.25*
WATER	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	87.82
WATER	COTTONWOOD CO TREASU	DISPATCHING	100.00
WATER	H P SUDS	BILLING CONTRACT SERVICE	105.00
Total for Department 181			292.82*
Total for Fund 61			292.82*
BANK MIDWEST	ELECTRIC FUND SAVINGS		400,000.00
WESTERN COMM ACTION	REFUND - UTILITY PREPAYM		125.00
Total for Department			400,125.00*
ELECTRIC	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	43.91
ELECTRIC	COTTONWOOD CO TREASU	DISPATCHING	187.50
ELECTRIC	DAKOTA SUPPLY GROUP	MAINTENANCE	59.95
ELECTRIC	DITCH WITCH PLATINUM	MAINTENANCE	188.25
ELECTRIC	H P SUDS	BILLING CONTRACT SERVICE	105.00
ELECTRIC	MIDWEST WIRELESS	TELEPHONE	89.38
Total for Department 182			673.99*
Total for Fund 62			400,798.99*
SEWER	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	87.82
SEWER	AUTOMATIC SYSTEMS CO	MAINTENANCE	1,222.60
SEWER	COTTONWOOD CO TREASU	DISPATCHING	100.00
SEWER	H P SUDS	BILLING CONTRACT SERVICE	105.00
SEWER	MN VALLEY TESTING	SHORT ON CHK #123027	109.50

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
SEWER	MN VALLEY TESTING	TESTING	279.80
SEWER	LANDFORM	SERVICE	468.75
SEWER	SWANSON PROCESS SERV	SERVICE	795.00
		Total for Department 183	3,168.47*
		Total for Fund 63	3,168.47*
ARENA	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	43.91
ARENA	AL BALOUN	SERVICE	38.50
ARENA	ELECTRIC FUND	MAINTENANCE	11.25
ARENA	FERRELLGAS	GAS	100.17
ARENA	RUNNING'S SUPPLY	MAINTENANCE	106.49
ARENA	WORTHINGTON GLASS IN	MAINTENANCE	3,324.00
		Total for Department 184	3,624.32*
		Total for Fund 64	3,624.32*
ECONOMIC DEVELOPMENT	COTTONWOOD CO TREASU	DEED TAX	21.78
ECONOMIC DEVELOPMENT	DAN'S OFFICE SUPPLY	SUPPLIES	14.64
ECONOMIC DEVELOPMENT	HANEFELD CUSTOM BUIL	SPEC BLDG PROJECT	6,399.00
ECONOMIC DEVELOPMENT	LANDFORM	SERVICE	468.75
ECONOMIC DEVELOPMENT	EDAM	REGISTRATION	210.00
		Total for Department 187	7,114.17*
		Total for Fund 67	7,114.17*
TELECOMMUNICATIONS	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	131.73
TELECOMMUNICATIONS	FIBER INSTRUMENT SAL	FIBER	442.34
TELECOMMUNICATIONS	GRAYBAR ELECTRIC CO	MAINTENANCE	3,875.59
TELECOMMUNICATIONS	HEARTLAND TECHNOLOGY	BILLING SYSTEM FIRE WALL	120.00
TELECOMMUNICATIONS	H P SUDS	BILLING CONTRACT SERVICE	315.00
TELECOMMUNICATIONS	IMC NETWORKS CORP	EQUIPMENT	500.00
TELECOMMUNICATIONS	LIFETIME MOVIE NETWO	SUBSCRIBER	30.00
TELECOMMUNICATIONS	MIDWEST WIRELESS	TELEPHONE	394.28
TELECOMMUNICATIONS	QUEST	TELEPHONE	128.15
TELECOMMUNICATIONS	QWEST COMMUNICATIONS	LEXIS BILLING SERVICE	142.54
TELECOMMUNICATIONS	WINDOM QUICK PRINT	CONNECTION	1,957.20
TELECOMMUNICATIONS	ACTION BATTERY	MAINTENANCE EQUIPMENT	1,345.64
		Total for Department 199	9,382.47*
		Total for Fund 69	9,382.47*
	MN BENEFIT ASSOCIATI	INSURANCE	800.00
		Total for Department	800.00*
		Total for Fund 70	800.00*
		Grand Total	761,323.27*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
FIRE DEPARTMENT	HARTBERG MEDICAL CLI	PHYSICALS	432.00
FIRE DEPARTMENT	MN WEST COLLEGE - CA	REGISTRATION	5,400.00
FIRE DEPARTMENT	RIVERSIDE LAUNDRY	SERVICE	51.12
FIRE DEPARTMENT	SANFORD HEALTH	PHYSICALS	33.00
FIRE DEPARTMENT	UNITED MEDICAL CLINI	PHYSICALS	768.00
		Total for Department 125	6,684.12*
		Total for Fund 01	6,684.12*
	HEIMAN FIRE EQUIP. C	TURN OUT GEAR	4,538.19
		Total for Department	4,538.19*
		Total for Fund 04	4,538.19*
ELECTRIC	JERRY'S REPAIR	MAINTENANCE	45.00
		Total for Department 182	45.00*
		Total for Fund 62	45.00*
ARENA	BECKER ARENA PRODUCT	MAINTENANCE	247.17
		Total for Department 184	247.17*
		Total for Fund 64	247.17*
		Grand Total	11,514.48*

**2009**  
**Windom City Council**  
**Meeting Schedule**  
12-26-08

<u>Date</u>	<u>Time</u>	<u>Location</u>
January 6, 2009	7:30 p.m.	City Council Chambers, City Hall
January 20, 2009	7:30 p.m.	City Council Chambers, City Hall
February 3, 2009	7:30 p.m.	City Council Chambers, City Hall
February 17, 2009	7:30 p.m.	City Council Chambers, City Hall
March 3, 2009	7:30 p.m.	City Council Chambers, City Hall
March 17, 2009	7:30 p.m.	City Council Chambers, City Hall
April 7, 2009	7:30 p.m.	City Council Chambers, City Hall
April 21, 2009	7:30 p.m.	City Council Chambers, City Hall
May 5, 2009	7:30 p.m.	City Council Chambers, City Hall
May 11, 2009	4:30 p.m.	City Council Chambers, City Hall (Board of Review)
May 19, 2009	7:30 p.m.	City Council Chambers, City Hall
June 2, 2009	7:30 p.m.	City Council Chambers, City Hall
June 16, 2009	7:30 p.m.	City Council Chambers, City Hall
July 7, 2009	7:30 p.m.	City Council Chambers, City Hall
July 21, 2009	7:30 p.m.	City Council Chambers, City Hall
August 4, 2009	7:30 p.m.	City Council Chambers, City Hall
August 18, 2009	7:30 p.m.	City Council Chambers, City Hall
September 1, 2009	7:30 p.m.	City Council Chambers, City Hall
September 15, 2009	7:30 p.m.	City Council Chambers, City Hall
October 6, 2009	7:30 p.m.	City Council Chambers, City Hall
October 20, 2009	7:30 p.m.	City Council Chambers, City Hall
November 3, 2009	8:05 p.m.	City Council Chambers, City Hall
November 17, 2009	7:30 p.m.	City Council Chambers, City Hall
December 1, 2009	7:00 p.m.	City Council Chambers, City Hall
December 15, 2009	7:30 p.m.	Windom Community Center

*Please note: this schedule identifies all regular Windom City Council Meetings. Special meetings or public hearings may be in addition to this schedule. Both Regular and Special City Council Meetings will have a Meeting Agenda posted on the official bulletin board at City Hall. ~~The Board of Review date is tentative.~~*

**Windom City Hall, 444 9<sup>th</sup> Street**  
**Windom Community Center, 1750 Cottonwood Lake Drive**

For additional information please contact the City Clerk's Office at 507.831.6129



Coalition of Greater Minnesota Cities

# CGMC in Brief

December 31, 2008

Contact: Tim Flaherty  
651-225-8840

## CGMC Land Use Conference

*This Monday (1/5)!!!*

Please join the CGMC—along with the Humphrey Institute, 1000 Friends, the League of Minnesota Cities, Blue Cross/Blue Shield, the Urban Land Institute, Fresh Energy, and the Minnesota Center for Environmental Advocacy—**this Monday (1/5/09)** for a free conference on land use reform. The conference is from 1 – 4 p.m. at the Humphrey Institute of Public Affairs in Minneapolis.

The conference's focus is on land use reform and efforts to reduce greenhouse gas emissions through changes in land use planning and development. The conference will also include a discussion of land use issues from a uniquely Minnesota perspective. See attached agenda. For more details, please contact Bradley Peterson via [email](#) or call 651-225-8840.

## CGMC Legislative Action Day and Reception (1/15)

*Sign up today!*

The CGMC Legislative Action Day & Reception is scheduled for **January 15, 2009**. Please see the attached agenda and registration form. The CGMC has reserved blocks of rooms at the following hotels (please note: because the block reservation dates have already passed, rates are subject to change).

- Best Western Kelly Inn (near the Capitol)  
161 St. Anthony Ave., St. Paul (651-227-8711)  
\$94 + tax
- Holiday Inn RiverCentre (near Xcel Energy Center)  
175 W. 7<sup>th</sup> St., St. Paul (651-225-1515)  
\$125 + tax

As we deal with this first round of budget cuts and prepare for challenges ahead, it is critically imperative that cities work together to educate our legislators on the importance of LGA. Don't miss this opportunity to join your fellow cities and lobby our legislators with one message and one voice. Please contact Erin Flaherty via [email](#) or phone (651-225-8840) for more information.

**Happy New Year  
from the CGMC!!!**



As 2008 comes to a close, the CGMC thanks you for a productive and successful year. We look forward to working with you in 2009 on the important issues facing greater Minnesota cities.

Cheers!



# GROWING COOLER

## How Land Use Can Help Minnesota Reach Its Greenhouse Gas Reduction Goals

In Minnesota, the discussion is over: climate change is real and it's time to do something about it. In 2007, the legislature and governor took action and passed Minnesota's greenhouse gas reduction goals that call for an 80% reduction in CO<sub>2</sub> by 2050. To accomplish this goal, reductions in CO<sub>2</sub> must come from all areas of production. One of the largest contributors to CO<sub>2</sub> in Minnesota is transportation. So what does that have to do with land use? Find out at this free conference at the Humphrey Institute of Public Affairs.

**WHEN:** January 5<sup>th</sup> from 1 to 4 p.m.

**WHERE:** The Hubert H. Humphrey Institute of Public Affairs Cowles Auditorium on the West Bank of the University of Minnesota Minneapolis Campus, 301 19th Ave South

**WHO:** State Legislators and staff, local elected officials, local government administrators and planners, and the general public with an interest in land use and climate change

**RSVP:** Steve Peterson at 651-259-1922 or [smpeterson@flaherty-hood.com](mailto:smpeterson@flaherty-hood.com)

## PROGRAM

### 1:00 – 1:50 *Growing Cooler: The Evidence on Urban Development and Climate Change*

Dr. Reid Ewing, coauthor of *Growing Cooler*, will discuss the relationship between land use development, transportation, and climate change.

### 2:00 – 2:50 *The Minnesota Perspective*

Dr. Ewing moderates a panel of Minnesota experts discussing three recent Minnesota-specific studies on the role land use can play in climate change and environmental protection.

Panel participants:

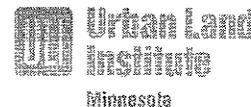
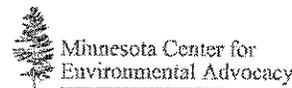
- Dr. Julian Marshall, coauthor of the Center of Transportation Studies' "A Smaller Carbon Footprint"
- William Schroeder, Transportation and Land Use technical working group lead on the Minnesota Climate Change Advisory Group
- John Shardlow, co-project lead of the University of Minnesota's "Minnesota Statewide Conservation and Preservation Plan"

### 3:00 – 3:40 *The Private Sector: Obstacles and Opportunities for Developers of Compact Development*

Michael Lander, a developer of many successful compact mixed-use developments, will discuss how the market is creating greater demand for these developments. Mr. Lander will also discuss the obstacles developers face in creating compact development and how local and state officials can help reduce these barriers.

### 3:40 – 4:00 *A Word from Our Sponsors*

A varied group of sponsors have come together to provide this conference at no cost to participants. Each sponsor will have a brief opportunity to present its goals for impacting climate change through land use reform.



# ABOUT THE SPEAKERS

## REID EWING

Reid Ewing is a professor of City and Metropolitan Planning at the University of Utah, associate editor of the *Journal of the American Planning Association*, columnist for *Planning* magazine, and Fellow of the Urban Land Institute. Early in his career, he served two terms in the Arizona legislature, worked on urban policy issues at the Congressional Budget Office, and taught city planning in Iran and Ghana. He holds master's degrees in Engineering and City Planning from Harvard University, and a Ph.D. in Urban Planning and Transportation Systems from the Massachusetts Institute of Technology.

His research and writings are aimed at planning practitioners. He authored *Developing Successful New Communities* for the Urban Land Institute; *Best Development Practices and Transportation and Land Use Innovations* for the American Planning Association; and *Traffic Calming State-of-the-Practice* for the Institute of Transportation Engineers. His two titles for the American Planning Association made him APA's top selling author for many years. His most recent book, written for EPA and published by the Urban Land Institute, is *Growing Cooler: The Evidence on Urban Development and Climate Change*. Due out in 2009 and co-published by the American Planning Association and American Society of Civil Engineers is *U.S. Traffic Calming Manual*.

This year and next (2008-09), his research will be published in the *Journal of the American Planning Association*, *Journal of Planning Literature*, *Journal of Urban Design*, *Urban Design International*, *Journal of Urbanism*, *Housing Policy Debate*, *Journal of Epidemiology and Community Health*, *Transportation Research Record*, and *ITE Journal*. His prior work on smart growth development includes the U.S. Green Building Council's LEED-Neighborhood Development guidelines, the Institute of Transportation Engineers' Recommended Practice for Context-Sensitive Thoroughfares, the National Wildlife Federation's *Endangered by Sprawl*, and dozens of consulting projects around the United States.

## JULIAN MARSHALL

Dr. Marshall is an Assistant Professor for the Civil Engineering Department at University of Minnesota. His current area of study is urban sustainability engineering and investigating energy and environmental impacts of cities, especially from transportation. His three main areas of research are air pollution, urban design, and climate change emissions. He has

several published writings including *Environmental Science & Technology's* "most-downloaded article."

Dr. Marshall received a B.S. in chemical engineering from Princeton University, and M.S. and Ph.D. degrees from the Energy and Resources Group at the University of California at Berkeley. In addition to his faculty appointment in civil engineering, Dr. Marshall is an affiliated member of the University of Minnesota's Mechanical Engineering Department, the Environmental Health Sciences division of the School of Public Health, and the Urban and Regional Planning program of the Humphrey Institute of Public Affairs, as well as the School of Environment and Health at the University of British Columbia, Canada.

## WILLIAM SCHROEER

Mr. Schroeer is the State Policy Director for Smart Growth America. He has 18 years' experience designing and directing transportation and land use policy evaluations for government, nonprofit, and private clients, as well as examining costs and benefits, feasibility, economic, social, and distributional impacts. During the 1990s, Will was at the U.S. Environmental Protection Agency in the Office of Policy, Planning, and Evaluation, where he led the agency's Transportation Group. He received the 1996 National Planning Award from the American Planning Association, and two EPA Service Awards, one for contributions to the U.S. Climate Change Action Plan. He then spent nine years leading the smart growth practice for ICF Consulting. Will holds a B.A. magna cum laude from Carleton College and a master's degree in Public Policy from Harvard University.

## JOHN SHARDLOW

Mr. Shardlow has been involved in planning and zoning education for lawyers, planners, and elected and appointed officials for 28 years. John regularly prepares and teaches seminars through the League of Minnesota Cities, and has developed and taught classes through Government Training Services. He has been a Planning Consultant for more than 100 cities and counties throughout Minnesota. John served as a member of the core management team of the University of Minnesota Institute on the Environment Statewide Conservation and Preservation Plan, and is currently serving as the Chair of the Minnesota Chapter of the Urban Land Institute. John is also a member and Vice Chair for Programming for ULI National Sustainable Development Council.

John has extensive and wide-ranging project experience serving clients in both the public and private sectors. He has frequently been called upon to lead multi-disciplinary teams of consultants in completing large, complicated planning projects. He has worked on many award winning projects including the Lino Lakes 1-35E AUAR, the Twin Lakes Stakeholder Advisory Panel, and the Burnsville Heart of the City. John's skills include project planning for residential, commercial, mixed-use, industrial, and institutional developments; comprehensive and community planning; and preparing redevelopment plans, tax-increment financing plans, subdivision regulations, and environmental assessments. John frequently provides expert testimony on matters related to planning.

## MICHAEL LANDER

Mr. Lander is founder and president of Lander Group. He incorporated the company in 1984 in California and has since been active in the planning, design, and development of commercial, residential, and mixed-use real estate projects in California, North Dakota, Minnesota, and Iowa. His experience includes land acquisition, market research, land planning and architectural design, structuring and securing public and private financing, marketing (leasing and sales), partnership formation, property management, and overall development and coordination.

Since relocating to Minneapolis in 1990, the Lander Group—alone and in partnerships with other firms—has developed and sold many successful infill residential projects and completed substantial renovations of mixed-use commercial buildings. As a partner in the urban design firm Town Planning Collaborative, Mr. Lander helped create the award-winning plan for St. Louis Park's new town center and an acclaimed design charrette for Minneapolis's Uptown district.

Michael is a member of the Urban Land Institute, the Congress of the New Urbanism, the Minnesota Multi-Housing Association, and the Minnesota chapter of the AIA, and serves on the public policy committee of the Builders' Association of the Twin Cities. He is a licensed real estate broker and general contractor in Minnesota, and holds the CCIM designation from the National Association of Realtors. He is a past president of the Minnesota/South Dakota CCIM chapter and he is currently serving on the board of LOCUS, a national real estate group working on the Transportation for America campaign.

# 2009 CGMC Legislative Action Day Agenda

Thursday, January 15, 2009

Tentative as of 12/15/08



- 10 a.m. Board of Directors Meeting • Flaherty & Hood, P.A.**
- 11 a.m. Full Membership Meeting • Flaherty & Hood, P.A.**
- **Welcome and Introductions**  
*CGMC President Mayor Wayne Wolden, Wadena*
  - **CGMC Budget & Membership Discussion**  
*CGMC President Mayor Wayne Wolden, Wadena & Tim Flaherty*
  - **Lobbying Strategy and Message for Legislators**  
*Tim Flaherty*
    - **Local Government Aid (LGA) & the State Budget Deficit**  
*Tim Flaherty and Steve Peterson*
    - **Land Use & Annexation Reform**  
*Bradley Peterson*
- 12:30 p.m. Lunch • Flaherty & Hood, P.A.**
- 1:30 p.m. Lobby at Capitol Complex • Capitol/State Office Building**  
CGMC members are responsible for scheduling appointments with legislators.
- 3:30 p.m. Legislative Leadership Panel • Flaherty & Hood, P.A.**
- Senate Majority Leader Larry Pogemiller, DFL-Minneapolis (invited)
  - Senate Minority Leader David Senjem, R-Rochester (invited)
  - Speaker of the House Margaret Anderson Kelliher, DFL-Minneapolis (invited)
  - House Minority Leader Marty Seifert, R-Marshall (invited)
- 5:30 p.m. Legislative Reception • Mancini's**
- 6:30 p.m. Dinner • Mancini's**

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<b>Flaherty &amp; Hood, P.A.</b>	<b>Mancini's</b>	<b>Holiday Inn RiverCentre</b>	<b>Best Western Kelly Inn</b>
525 Park St.	531 W. 7th St.	(near Xcel Energy Center)	(near Capitol)
Suite 470	St. Paul, MN 55102	175 W. 7th St.	161 St. Anthony Ave.
St. Paul, MN 55103		St. Paul	St. Paul
		651-225-1515	651-227-8711
		\$125 + tax	\$94 + tax
		Block held until 12/24	Block held until 12/30

# 2009 CGMC Legislative Action Day Registration

Thursday, January 15, 2009

Tentative agenda as of 12/15/08



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

**Mancini's**  
531 W. 7th St.  
St. Paul, MN 55102

**Holiday Inn RiverCentre  
(near Xcel Energy Center)**  
175 W. 7th St.  
St. Paul  
651-225-1515  
\$125 + tax  
Block held until 12/24

**Best Western Kelly Inn  
(near Capitol)**  
161 St. Anthony Ave.  
St. Paul  
651-227-8711  
\$94 + tax  
Block held until 12/30

## REGISTRATION *(Make extra copies as needed)*

City \_\_\_\_\_

Name/Title \_\_\_\_\_

### Please check the events you will attend:

- 10 a.m. Board of Directors Meeting
- 11 a.m. Full Membership Meeting
- 12:30 p.m. Lunch
- 3:30 p.m. Legislative Leadership Panel
- 5:30 p.m. Legislative Reception at Mancini's
- 6:30 p.m. Dinner at Mancini's

Name/Title \_\_\_\_\_

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Name/Title \_\_\_\_\_

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- 6:30 p.m. Dinner at Mancini's

## Registration per Person: \$60

- Bill me
- Payment enclosed
- I'll pay at the meeting

Please make checks payable  
to CGMC.

Please include \$21 for each  
additional guest dinner.

Return completed form by  
January 8 to:

Lauren Anderson  
llanderson@flaherty-hood.com  
Phone: 651-259-1913  
Fax: 651-225-9088  
525 Park St., Suite 470  
St. Paul, MN 55103

**2009**  
**CITY OF WINDOM**

Revised 1/2/2009

**APPOINTED OFFICIALS:**

**City Administrator/City Clerk**

**Steven Nasby**

**Assistant City Administrator**

**Brigitte Olson**

**City Attorney**

**Dan McDonald**

**Assistant City Attorney**

**Ron Schramel**

**City Engineer**

**Wenck & Assoc.**

**DEPARTMENT HEADS:**

**Ambulance Director**

**Jim Skarphol**

**Building & Zoning Official/City Fire Marshal**

**Jim Kartes**

**Community Center Director**

**Brad Bussa**

**Economic Development Executive Director**

**Aaron Backman**

**Electrical Superintendent**

**Marv Grunig**

**Emergency Management Director**

**Doug Scrivens**

**Fire Chief**

**Dan Fossing**

**Hospital Administrator**

**Gerri Burmeister**

**Housing Redevelopment Authority**

**Vicki Flatgard**

**Library Director**

**Joan Hunter**

**Liquor Store Manager**

**Gene Lenning**

**Parks/Recreation Director**

**Al Baloun**

**Police Chief**

**Jeff Shirkey**

**Street/Parks Superintendent**

**Bruce Caldwell**

**Telecom Operations Manager**

**Dan Olsen**

**Tree/Weed Inspector**

**Bruce Caldwell**

**Water/Wastewater Superintendent**

**Mike Haugen**

**CITY COUNCIL**

**MEETINGS: 1<sup>ST</sup> & 3<sup>RD</sup> Tuesdays of the Month (7:30 p.m.)**

		<b><u>Term Expires</u></b>
Mayor	Kirby Kruse	12/31/12
Councilmember-Ward I	Jean Fast	12/31/10
Councilmember-Ward II	Robert Messer	12/31/10
Councilmember-At-Large	Brad Powers	12/31/10
Councilmember-Ward I	Corey Maricle	12/31/12
Councilmember-Ward II	JoAnn Ray	12/31/12

**Council Assignments:**

- Kirby Kruse :** Airport Commission , Civil Service, Comprehensive Plan Committee, EDA, Hospital Board, Personnel.
- Corey Maricle:** Annexation, Community Center (Multi-Purpose) Commission, EDA, Park & Recreation Commission, Library Board.
- JoAnn Ray:** Building, Community Center (Multi-Purpose) Commission, Park & Recreation Commission, Solid Waste, Street Committee.
- Bob Messer:** Annexation, Telecommunications Commission, EDA, Personnel, Solid Waste.
- Jean Fast:** Building, Comprehensive Plan Committee, HRA, Liquor, Telecommunications Commission, Utility Commission.
- Brad Powers:** Planning Commission, Comprehensive Plan Committee, Liquor, Personnel, Street.

**AIRPORT COMMISSION**

**MEETINGS: As Called by the Chair  
(Term Expires: At Pleasure of Mayor & Council)**

- Marlyn Bartsch
- Gerri Burmeister
- Scott Fredin
- John Holt
- Stan Wendland
- Brian Underwood
- Merle Wall
- Kirby Kruse (Liaison)

**CHARTER COMMISSION**

	<b><u>Term Expires</u></b>
Laura Alvstad	4/01/12
Donna Gravley	4/01/12
David Farber	4/01/12
Sonya Johnson	4/01/12
Nestor Palm	4/01/12
Jeanette Schuur	4/01/12
Bruce Toninato	4/01/12
Diane Vellema	4/01/12

**CHARTER COMMISSION – Continued:**

Mishelle Even	4/01/10
Alice Huebert	4/01/10
Grant Johnson	4/01/10
Joseph LaCanne	4/01/10
Chuck Severson	4/01/10
Jean Trotter	4/01/10

**CIVIL SERVICE:**

(3-Year Term)

MEETINGS: As Called by the Chair

Kathy Kretsch	<u>Term Expires</u> 12/31/09
Keith Lohse	12/31/11
Dean Schoeb	12/31/11
Kirby Kruse (Liaison)	

**COMPREHENSIVE PLAN COMMITTEE: MEETINGS: As needed**

Mary Ann Anderson	Coralee Krueger
Gerri Burmeister	Joel Luitjens
Lindsey Cartwright	Al Purrington
Tom White	Cathie Veenker
Howard Goltz	
Mary Hensen	Brad Powers
Margaret Horkey	Jean Fast
Jim Kartes	Kirby Kruse

**ECONOMIC DEV. AUTHORITY:**

(3-Year Term)

MEETINGS: 2<sup>ND</sup> Monday of Each Month- 12:00 Noon

Nestor Palm	<u>Term Expires</u> 12/31/09
Trevor Slette	12/31/10
Juhl Erickson	12/31/11
Corey Maricle (Voting Member)	
Bob Messer (Voting Member)	
Kirby Kruse (Liaison)	

**HOSPITAL BOARD:**

(3-Year Term – May 1<sup>st</sup> to April 30<sup>th</sup> of 3<sup>rd</sup> Year–Per Resolution #2005-46)

MEETINGS: 3<sup>RD</sup> Monday of Each Month – 5:30 p.m.

Terry Utech	<u>Term Expires</u> 4/30/09
Judy Woizeschke	4/30/09
Steve Fresk	4/30/10
Allen Peterson	4/30/10
Kathy Ratzlaff	4/30/11
Mary Klosterbuer	4/30/11
Peggy Pfeffer	4/30/11
Kirby Kruse (Liaison)	

**HRA:**

(4-Year Term)

**MEETINGS: 2<sup>nd</sup> Wednesday of Each Month – 4:00 p.m.**

**Doreen Jorgenson**  
**Frank Dorpinghaus**  
**Nancy Buhler**  
**Jens Hansen**  
**Larry Hartman**  
**Jean Fast (Liaison)**

**Term Expires****12/31/09****12/31/10****12/31/11****12/31/11****12/31/12****LIBRARY BOARD:**

(3-Year Term)

**MEETINGS: 2<sup>ND</sup> Tuesday of Each Month – 5:00 p.m.**

**Not filled**  
**Jan Johnson**  
**John Duscher**  
**Mary Erickson**  
**Kathy Hiley**  
**Charles Reid**  
**Anita Winkel**  
**Corey Maricle (Liaison)**

**Term Expires****12/31/09****12/31/09****12/31/10****12/31/10****12/31/10****12/31/11****12/31/11****MULTI-PURPOSE COMMISSION:**

(3-Year Term)

**MEETINGS: 4<sup>th</sup> Monday of Each Month – 5:30 p.m.**

**Connie Knorr**  
**Hilary Mathis**  
**Kelly Woizeschke**  
**Dick Jeffrey**  
**Wayne Maras**  
**JoAnn Ray (Liaison)**  
**Corey Maricle (Liaison)**  
**Bruce Caldwell (Park Liaison)**  
**Aaron Backman (EDA Liaison)**

**Term Expires****12/31/09****12/31/10****12/31/10****12/31/11****12/31/11****PARK & RECREATION COMMISSION:**

(3-Year Term)

**MEETINGS: 2<sup>ND</sup> Monday of Each Month – 7:00 p.m.**

**Sherri Zimmerman**  
**Steph Schwalbach**  
**Jeff LaCanne**  
**Terry Fredin**  
**Angie Blanshan**  
**Kay Clark**  
**Not filled**  
**JoAnn Ray (Liaison)**  
**Corey Maricle (Liaison)**

**Term Expires****12/31/09****12/31/09****12/31/09****12/31/10****12/31/11****12/31/11****12/31/11**

**PLANNING COMMISSION:**

(4-Year Term)

**Lindsey Cartwright**

**Marilyn Wahl**

**Gary Hunter**

**Greg Holt**

**Renee Giefer**

**Tim Hacker**

**Loie Grandprey**

**Greg Pfeffer**

**Brad Powers (Liaison)**

**MEETINGS: 2<sup>nd</sup> Tuesday of Each Month – 7:00 p.m.**

**TERM EXPIRES**

**12/31/09**

**12/31/09**

**12/31/10**

**12/31/10**

**12/31/11**

**12/31/11**

**12/31/12**

**12/31/12**

**TELECOMMUNICATIONS COMMISSION:**

(3-Year Term)

**Forrest Fosheim**

**Jean Fast (Voting Member)**

**Bob Messer (Voting Member)**

**Wendell Woodcock**

**Virgil Meier**

**TERM EXPIRES**

**12/31/09**

**12/31/09**

**12/31/09**

**12/31/10**

**12/31/11**

**UTILITY COMMISSION:**

(3-Year Term)

**Chris Johnson**

**Keith Bloomgren**

**Mike Schwalbach**

**Jean Fast (Liaison)**

**MEETINGS: 4<sup>th</sup> Wednesday of Each Month – 10:00 a.m.**

**TERM EXPIRES**

**12/31/09**

**12/31/10**

**12/31/11**

**NOTE: All regular meetings and special meetings will be called a minimum of 72 hours in advance of the meeting date and time.**