

Council Meeting
Tuesday, December 6, 2011
City Council Chambers
7:00 p.m.



AGENDA

Call to Order
Pledge of Allegiance

1. 2012 Budget Presentation & Public Comment
2. Approval of Minutes
 - Council Minutes–November 3, 8 &15, 2011
3. Consent Agenda
 - Minutes
 - EDA Commission – November 14, 2011
 - Park & Recreation Commission – November 14, 2011
 - Utility Commission – November 30, 2011
 - Tree Commission – November 30, 2011
4. Department Heads
5. Public Hearing – 2011 River Road & 6th Street Improvement Project
6. Public Hearing – Proposed Fee for Authorization to Sell Intoxicating Malt Liquors
7. Park & Recreation Commission Recommendation – New Baseball Scoreboard – Island Park
8. Hours and Days of Liquor Sales Ordinance Revision – First Reading
9. Personnel Committee Recommendations
 - LELS Contract
 - IBEW Contract
 -
10. League of MN Cities Proposal for Codification of City Ordinances
11. Lutheran Social Service Senior Nutrition Program – Site Use Agreement
12. Resolution Implementing GASB Statement Number 54 and Establishing a Minimum Fund Balance
13. Resolution Establishing Fund Transfer Policy
14. Recreational Trails Discussion
15. Coalition of Greater MN Cities – By Law Amendment
16. New Business
17. Old Business
18. Regular Bills
19. Council Concerns
20. Adjourn



**** NOTE: Long Range Planning Discussion will resume in January

**Special Council Meeting
Windom City Hall, Council Chamber
November 3, 2011
5:00 p.m.**

1. Call to Order: The meeting was called to order by Mayor Kruse at 5:00 p.m.

2. Roll Call: Mayor: Kirby Kruse

Council Members: Kelsey Fossing, Dominic Jones, Corey Maricle and Bradley Powers

Council Members Absent: JoAnn Ray

City Staff Present: Steve Nasby, City Administrator; Brigitte Olson, Assistant City Administrator and Bruce Caldwell, Street & Park Superintendent

3. Des Moines River Dam Project – Bid Award:

Rocky Keehn, S.E.H. Inc. Engineering, said that the re-bid for the Windom Dam Removal and Rock Riffle Installation project had been received along with quotes for the City purchasing the rock. The proposed project would remove the existing dam structure, wing walls and control structure. Three rock riffles would be placed in the river channel and rock rip-rap would be placed along the river bank.

Keehn said that there were six bids received for the project work and three rock quotes. He is recommending the City Council award the bid for the project, including the rock, to Landwehr Construction, Inc. in the amount of \$238,428.23. This was the alternate with the river rock. If the Council wanted to use only quarried stone the price would be only about \$3,300 cheaper. In reviewing the bids the Landwehr Construction bid was lower for the total project cost than any combination of awarding the rock purchase and construction work separately.

Powers asked if the engineers would be present during construction. Keehn said they would be on-site for the majority of the project. Powers asked specifically about the installation of the riffles as that is the most critical aspect. Keehn said they would be present for that phase of the project.

Powers asked about a project timeframe. Keehn thought 4-6 weeks. Keehn said that Luther Adland from the DNR had looked at the project and recommended the three riffle configuration and that should save on construction time and cost.

Powers asked if the riffles would be compressed together like in Jackson. Keehn said the rock placement in Jackson is as one tight, straight line across the river and Windom's

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project would be different in the shape of the riffle and rock placement. Only about half of the rocks would be showing under normal flow.

Fossing asked about the size of the rocks needed. Keehn said the large rocks that will be visible will be mostly the larger ones, which are a minimum of three feet in diameter.

Jones asked about the elevation of the stream bed. Keehn said that the upstream riffle will be a little higher than in the original project, which will be of additional benefit to MN DOT's concern with the bridge.

Powers asked how much lower the riffles will be compared to the dam elevation. Keehn said about three feet lower.

Powers asked about the location of the first riffle downstream from the Highway 62 Bridge. Keehn said that riffle is just downstream from the existing boat landing. The rocks set will be the key and use of the river rock will be in the center of the channel with the quarried rock on the outsides.

Jones asked if the river banks were going to be covered with rip rap. Keehn said the plan is to cover the existing banks with red rock.

Powers asked if the flood gate control structure is going to be removed. Keehn said that it is to be removed along with the wing walls.

Jones asked if Alternate #1 with base bid is for the use of river rock. Keehn said that was correct and was the preference as long as the prices were within budget.

Fossing noted that local citizens could have rocks available for use. Keehn said it would be possible to use rocks from the locality if they were the proper size and could be easily and cost-effectively obtained, loaded and transported.

Jones asked about the funding for the project. Nasby said that there is about \$140,000 left in the DNR Dam Safety grant and \$100,000 is committed from the U.S. Fish and Wildlife Service. The City also has a pending grant with DNR Ecological Services for \$100,000. This total of \$340,000 should cover the entire project as it is bid, but the City has spent about \$44,000 for engineering this phase of the project and will have approximately \$30,000 to \$40,000 more so he was hoping to have these costs reimbursed to the City if there is project money left over.

Council member Maricle introduced the Resolution No. 2011-52, entitled "A RESOLUTION AWARDING THE CONTRACT FOR A PROJECT ENTITLED DES MOINES RIVER DAM REMOVAL AND ROCK RIFFLES INSTALLATION PROJECT" and moved its adoption. The resolution was seconded by Jones and on roll call vote: Aye: Fossing, Jones, Maricle and Powers. Nay: None. Absent: Ray. Resolution passed 4 - 0.

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4. New Business:

None.

5. Old Business:

6th Street and River Road Reconstruction Project – Nasby said the Council is recommended to formalize the action it took on November 1, 2011 to accept the feasibility study and set the public hearing for the assessments.

Council member Maricle introduced the Resolution No. 2011-53, entitled “RESOLUTION RECEIVING THE FEASIBILITY REPORT AND CALLING FOR A PUBLIC HEARING FOR 2012 STREET IMPROVEMENT PROJECT ON RIVER ROAD AND 6TH STREET” and moved its adoption. The resolution was seconded by Jones and on roll call vote: Aye: Jones, Maricle, Powers and Fossing. Nay: None. Absent: Ray. Resolution passed 4 - 0.

6. Adjourn:

Motion by Jones, seconded by Powers, to adjourn. Motion carried 4 – 0 (Ray absent).

Meeting was adjourned at 5:20 p.m.

Kirby Kruse, Mayor

Attest: _____

Steve Nasby, City Administrator

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Special City Council – Budget Workshop
Windom City Hall, Council Chamber
November 8, 2011
8:01 p.m.

Call to Order: The meeting was called to order by Mayor Kirby Kruse at 8:01 p.m.

Roll Call:

Mayor:	Kirby Kruse
Council Members:	Brad Powers, Corey Maricle, Dominic Jones and Kelsey Fossing
Council Members Absent:	JoAnn Ray
City Staff Present:	Steve Nasby, City Administrator and Brigitte Olson, Asst. City Administrator
Public Present:	None

2011 BUDGET WORKSHOP – REVIEW PRELIMINARY BUDGET

Mayor Kruse said that the presentations by the Departments were completed and the City Council now needs to look at the capital requests and get to a proposed budget and tax levy for the December 6, 2011 public truth and taxation meeting.

Nasby said that the 2011 – 2012 Local Government Aid (LGA) is certified for \$1,478,031. Due to State budget deficits the amount of LGA received by the City was \$1,202,917, this is the amount that is being used for the 2012 budget. He noted that additional cuts could be made if the State does unallot funds again and that would cause the need for budget cuts.

Nasby reviewed the 2012 revenues for the General Fund (without capital) as follows:

LGA	\$1,202,917
Tax Levy	356,848
Inter-fund Transfer	245,000
Misc. Revenue	<u>339,250</u>
	\$2,144,015

Nasby went on to review the mandates by the Federal Government for FCC Narrow Band (12.5 kHz) radio compliance by January 2013 and the civil defense sirens that do not meet the new narrow band standards. Nasby noted that a grant may still be available for radios for the Fire, Police and Ambulance Departments with the City providing some matching funds.

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Nasby reviewed the General Funds, Special Revenue Funds and capital requests affecting the tax levy. The three large capital requests include the construction of a fire hall for \$1,800,000, replacement of a fire rescue truck for \$365,000, replacement of the 1987 Fiat Allis Grader for \$190,000.

Discussion was held on the use of cash on hand to fund some capital requests to keep the tax levy down, or to fund them through cash on hand and then to amortize a payback to the City General Fund over a specified period of time. Nasby said that he is concerned about the tax level in the community and the impact this year as the Windom Area School district would be around 6%, Cottonwood County between 2% -3% and the loss of Market Value Credit for Commercial properties would be an increase of 9%. The City Council generally agreed that having 6-12 months of General Fund expense in the reserve account was a good comfort level, and that we could possibly use some of the cash on hand.

The majority of the City Council said that they would like to keep the tax levy at around 2.5%. Nasby said the good bids on the Windom Dam Project will enable the City not to be forced to pay for additional costs, but the Council could set aside monies for contingencies or overruns. The Council felt the project could be done with the funding on hand from other sources so no 2012 monies would be budgeted for that project.

After discussion of all of the capital items and how to pay for them the following items were funded by the proposed 2012 Budget.

City Hall Office – Computer Replacement	\$ 2,800
EDA\Planning Zoning – Printer/Copier	\$ 8,000
Parks – Radios	\$ 5,080
Lawn Mower	\$ 22,000
Emergency Mgmt – Warning Sirens	\$ 32,500
Street – Salt Sand Shed Construction	\$ 25,000
Radios	\$ 15,240
18 th Street – Stormwater Project	\$ 15,775
Community Center – Equipment Fund	\$ 6,000 (\$8,540 requested)
Fire – Turn Out Gear	\$ 20,000 (\$28,500 requested)
SCBA Equipment (2 sets)	\$ 3,000
Radio (Grant Match)	\$ 4,400

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Police – Tahoe 4x4	\$29,500
Taser	\$ 3,500
Ambulance – Radios	\$ 63,090 (Ambulance funded)
Arena – Radio	\$ 2,540
Airport – Hanger (FAA Match)	\$ 20,000
Fuel Monitoring System	\$ 2,250
Hanger Door Repair	\$ 16,000

The following capital requests were not funded:

City Hall – Radio	\$2,540
Street Dept – Motor grader	\$190,000
Pick-up Replacement	\$ 30,000
Shop Tools	\$ 5,000
Fire – New Fire Hall	\$1,800,000
Rescue Truck Replacement	\$ 365,000
Arena – Door Replacement	\$ 7,000
Library – Computer Replacement	\$ 2,000
Pool – Remodel\New Pool	\$1.75 to \$5.0 million

Motion by Maricle, seconded by Jones, to fund the capital outlay items as discussed.

Maricle said that he felt the Tahoe should be removed from the list of approved Capital Outlay items. Council requested that Chief Peterson come to the Truth and Taxation meeting with information on options for the 4X4 Police vehicle, such as a possibility of leasing.

Motion was amended by Maricle, seconded by Jones, to fund the capital outlay schedule as discussed without the Tahoe for the Police Department. Motion carried 4-0.

Motion by Maricle, seconded by Jones, to use \$22,000 in General Fund reserve monies to help pay for the Outlay items. Motion carried 4-0.

The Park Department lawn mower will be funded from cash on hand. Adding the proposed operational budget to the capital outlay items, the tax levy proposed for 2012

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will be at a 1.71%. If there are changes due to the City Hall radio the tax levy amount could decrease slightly.

NEW BUSINESS:

None

OLD BUSINESS:

None

ADJOURNMENT:

Mayor Kruse adjourned the meeting by unanimous consent at 10:15 p.m.

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

Council Meeting
Windom City Hall, Council Chamber
November 15, 2011
7:30 p.m.

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

2. Roll Call: Mayor: Kirby Kruse

Council Members: Kelsey Fossing, Dominic Jones, Corey Maricle and JoAnn Ray

Council Members Absent: Bradley Powers

City Staff Present: Steve Nasby, City Administrator and Al Baloun, Recreation Director

3. Pledge of Allegiance

4. Approval of Minutes:

Motion by Maricle second by Jones, to approve the City Council minutes from November 1, 2011. Motion carried 4 – 0 (Powers Absent).

5. Consent Agenda:

Kruse said there were minutes from the following Boards\Commissions:

- Economic Development Authority – October 31, 2011
- Library Board – November 8, 2011

Motion by Maricle second by Fossing, to approve the Consent Agenda as presented. Motion carried 4 – 0 (Powers Absent).

6. Department Heads:

None.

7. Non-prime Ice Time Rate:

Al Baloun, Recreation Director, said that the issue of non-prime ice time rates had been discussed at the November 1, 2011 City Council meeting. The Windom Arena had been contacted about possible ice times and cost. Baloun has consulted the Park & Recreation Commission, Council liaisons and the local user groups. A resolution establishing this fee at \$85\hour was in the Council packets setting the rate as recommended by the Park & Recreation Commission.

Fossing asked if allowing non-prime time use will negatively affect the Windom Youth Hockey Association. Baloun said it would not and they had been consulted regarding this matter.

Council member Maricle introduced the Resolution No. 2011-54, entitled “RESOLUTION ESTABLISHING RATES, CHARGES AND FEES FOR PARK AND RECREATION FACILITIES” and moved its adoption. The resolution was seconded by Fossing and on roll call vote: Aye: Maricle, Ray, Fossing and Jones. Nay: None. Absent: Powers. Resolution passed 4 - 0.

8. Disposition of Library Shelves:

Nasby said that the Street Department has indicated a use for the shelving in their parts room. Since all of the shelving would be used by another City department this item could be removed from the agenda and no action is needed.

9. Department of Natural Resources Grant Contract – Des Moines River Dam Project:

Nasby said that this grant agreement is for \$100,000 from the MN DNR Ecological Services offices. This grant is in addition to the \$190,000 from MN DNR Dam Safety. Monies from both these grants are to be used for the Windom Dam removal and rock riffle installation project. No match is required at this time by either DNR grant.

Council member Jones introduced the Resolution No. 2011-55, entitled “AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF NATURAL RESOURCES GRANT AGREEMENT TO REMOVE THE DES MOINES RIVER DAM AND ROCK RIFFLE INSTALLATION PROJECT” and moved its adoption. The resolution was seconded by Ray and on roll call vote: Aye: Ray, Fossing, Jones and Maricle. Nay: None. Absent: Powers. Resolution passed 4 - 0.

10. 2011A and 2011B Bond Sales (Wastewater Project and 2003 Bond Refunding):

Nasby said that Ehlers Associates, the City’s financial advisors, have prepared the bonds to be sold for the City’s wastewater improvement project of \$3.19 million and the refinancing of the 2003 Street Project bond that had \$800,000 remaining. Rebecca Kurtz, Ehlers & Associates, was introduced by Mayor Kruse.

Kurtz said that the bond sales went very well. There were four bidders on each and both bond sales came in under the anticipated interest rates and the buyer did not take an underwriters discount, so that will save the City money. Due to the strong sales the 2011A issue was reduced by \$100,000 from \$3.19 million to \$3.09 million and the 2003 Bond Refinancing was reduced from \$800,000 to \$795,000. These reductions in the face value are in addition to the favorable interest rates.

Kurtz noted that the City’s strong financial management by the Council and administration as well as healthy fund reserves was key to obtaining these favorable bond sales. The City was also rated an A+ with a stable outlook by Standard & Poors.

The true interest cost, which includes all issuance fees, etc., was 2.6482% for the 2011A wastewater project and 1.5496% for the 2003 Bond Refinancing. Both bonds will close on December 8, 2011 and the City will receive the funds at that time.

Jones asked if the 2003 bonds were called on the first available date. Krutz replied that this is the first call date on these bonds.

Council member Jones introduced the Resolution No. 2011-56, entitled “RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$3,090,000 GENERAL OBLIGATION WATER AND SEWER REVENUE BONDS, SERIES 2011A, TO PAY A PORTION OF THE COSTS OF UTILITY IMPROVEMENTS; ESTABLISHING THE TERMS AND CONDITIONS THEREFOR; CREATING A CONSTRUCTION ACCOUNT AND DEBT SERVICE ACCOUNT THEREFOR; AND AWARDED THE SALE THEREOF” and moved its adoption. The resolution was seconded by Maricle and on roll call vote: Aye: Ray, Fossing, Jones and Maricle. Nay: None. Absent: Powers. Resolution passed 4 - 0.

Council member Maricle introduced the Resolution No. 2011-57, entitled “RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$795,000 GENERAL OBLIGATION IMPROVEMENT REFUNDING BONDS, SERIES 2011B; ESTABLISHING THE TERMS AND CONDITIONS THEREFOR; CREATING A DEBT SERVICE ACCOUNT THEREFOR; AND AWARDED THE SALE THEREOF” and moved its adoption. The resolution was seconded by Fossing and on roll call vote: Aye: Fossing, Jones, Maricle and Ray. Nay: None. Absent: Powers. Resolution passed 4 - 0.

11. Long Range Planning – Strategy II:

Kruse said that the Council discussed their intent to review and discuss each of the completed strategies from the long-range planning sessions. This additional work is to provide specifics and direction to staff. Kruse said that he had invited members of the Finding Windom group to attend the meeting.

Motion by Jones, seconded by Maricle, to suspend the City Council rules to allow public input on discussion relating to Long Range Planning Strategy II. Motion carried 4 – 0 (Powers Absent).

The Council discussed the following items from Strategy II:

Goal 1

- Dave Vaupel and Howard Davis introduced themselves as city residents and belonging to the Finding Windom group. They are ready and willing to assist the City with projects and activities as volunteers.
- Maricle said that the EDA is pursuing a number of the activities shown in Strategy II and the EDA Director is meeting with businesses to get their input.

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- Maricle said the primary goal of EDA is job creation and retention. The EDA recognizes the importance of the agricultural sector and its relationship to local businesses.
- Maricle noted the City's infrastructure and public utilities as an asset to the community and for keeping businesses, expanding business and attracting businesses.
- Working with the Chamber and WADC are also goals of the EDA. Maricle added that the EDA has worked to assist retail businesses as well.
- Maricle and Jones inquired what types of items the City could do with the Highway 60 corridor. Nasby noted the Environmental Impact Statement for the 4 lane expansion project was on file at City Hall and things the City could do include street scape planning, landscaping, weed control and pedestrian access. Jones agreed that beautification and weed control should be addressed.
- Kruse suggested that the City and Council contact MN DOT to impress the importance of the Highway 60 project being completed.
- Jones asked that Department Heads attend the meetings when the strategies pertained to their departments. Nasby said they will be asked, but some strategies could include everyone.
- Jones said he needed more information on the fiber optic system being an asset to the community for business, expansion to SMBS, expansion to other areas such as northern Cottonwood County. Maricle said that when the current SMBS project south of Windom is done there may be discussions about other communities joining. Jones said he would like to see long range targets be put in place.
- Vaupel said that he had spoken to the EDA Director about assisting businesses and he was very encouraged with what is being done and getting local businesses on Google places, developing web sites and being technologically current are keys to success. The Finding Windom group also has a site that can host links and helps businesses get their place on the internet to do more on-line selling.
- Davis said that an eagle project at the high school could be to assist businesses with entering the necessary information to be listed on Google places. Filling retail spaces is an essential part of a community. More signage is needed to get people off the highway, especially as some demographics do not use smart phones to find shopping or dining places.
- Jones suggested that staff contact MN DOT to see what is allowed for signage along the Highway 60/71 routes.
- Davis thought a coordinated list of activities in the community would be good as a resource and that cross-promotions can bring in retail sales.

Goal 2

- Jones noted that this is a plan, not action steps and those Departments will be developing activities and projects that further these strategies and goals.
- Fossing suggested that the Building Official and EDA Director could contact building owners, especially of vacant buildings, to do a walk through to identify what is needed to bring a building up to code and ideas of what kinds of uses the building could accommodate.

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- Jones said that new businesses or uses would be required to be up to code and this would cost money, so something may be needed to assist the property owners.
- Davis said having property owners invite staff to do these inspections\reviews could also provide cost estimates to owners.
- Fossing said that the Square is unique and an asset to the community in setting it apart from other communities.
- Jones inquired what the current occupancy rates were at local hotels\motels. Nasby said he would see if the City has that data as part of the lodging tax reports. Jones said there seems to be a need for additional hotel\motel rooms.

12. New Business:

None.

13. Old Business:

Nasby said that the joint meeting between the City, County and School District was discussed for November 22 at 5 pm. He had not received confirmation from the County and would contact Kruse, Jones and Fossing as the City's representatives when there was confirmation of that date or another meeting date.

Nasby said that during the 2012 budget preparations an item relating to the allocation of debt service was discovered which impacted the November 8th budget discussion. The City's general fund had been paying all of the debt service on the 2009A Street Project bond, including the portion of the debt service that was to be repaid through water and wastewater revenues. As such, an adjustment to the budget could be made to fund additional capital items or reduce the use of cash reserves. The last capital item cut from the list on November 8th was the Police vehicle replacement.

Motion by Maricle, seconded by Fossing, to fund the Police vehicle in 2012 as requested and use any residual amounts to reduce the amount of general fund cash that was being used to balance the proposed budget. Motion carries 4 – 0 (Powers Absent).

14. Regular Bills:

Motion by Jones, seconded by Ray, to approve the bills. Motion carried 4 – 0 (Powers Absent)

15. Council Concerns:

Maricle said that he had attended the informational meeting on trails on November 14th. While he is not against recreation or trails he disagrees with the State of Minnesota's priorities. The State is cutting local government aid, education and transportation but is spending millions of dollars on trails. As long as there are needs in these important areas and others he is not in agreement to furthering the discussion on trails. He requested that

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the City Council add an item to a future agenda to discuss the City's position on state funding and priorities.

Jones asked about the comment period for the proposed regional trail. Maricle said it would be in 4-6 weeks. Legislation for the regional trail has been approved, but he understood that it would be up to local governments to push along the segments.

Nasby said he would be going to the Coalition of Greater Minnesota Cities conference in Fergus Falls from November 16-18.

16. Adjourn:

Kruse adjourned the meeting by unanimous consent at 8:47 p.m.

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

**ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
NOVEMBER 14, 2011**

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

2. Roll Call & Guest Introductions:

EDAWN Commissioners: Juhl Erickson, Trevor Slette, Sally Larson, Corey Maricle and Kelsey Fossing.

Also Present: EDA Staff –Mark Hanson, Executive Director, and Mary Hensen, Admin. Asst.; City Administrator Steve Nasby; Lisa Fredin, WADC Liaison, and Rahn Larson.

3. Approval of Minutes:

Motion by Commissioner Larson, seconded by Commissioner Slette, to approve the Minutes of the EDA Meetings held on October 10, 2011, and October 31, 2011. Motion carried 4-0. (Commissioner Fossing arrived after this vote.)

4. Spec Building Lease – Update: Director Hanson reviewed with the Board current discussions regarding proposed lease changes.

Motion by Commissioner Larson, seconded by Commissioner Slette, to ratify the Board's approval of the addition of a termination clause, to the proposed 3-year Spec Building lease, which will allow the Lessee to terminate the lease by giving six month's written notice to the Landlord after the first eighteen months have passed. Motion carried 4-0. (Commissioner Fossing arrived after this vote.)

5. North Windom Industrial Park

A. TIF Discussion: The Board received initial information at the October 10th Meeting. Executive Director Hanson reviewed with the Board the proposed timetable and costs for establishing a new TIF district in the North Windom Industrial Park covering Lots 1, 2 and 3 in Block 1. After further discussion, the following action was taken.

Motion by Commissioner Larson, seconded by Commissioner Slette, authorizing the EDA to establish a new TIF district covering Lots 1, 2 and 3 in Block 1 of the North Windom Industrial Park after a letter of intent has been received from a prospect. Motion carried 5-0.

6. Minnesota Main Street Program

A. Discussion of Next Steps: Currently Windom is an associate member of the Minnesota Main Street Program. This membership allows the EDA access to information but does not provide technical assistance. On October 31, 2011, Melanie Blanchette, Owatonna Main Street Manager, gave a presentation to the Board concerning Owatonna's program. The Board also received materials concerning Faribault's Main Street Program. After further discussion, it was the consensus of the Board to authorize EDA Staff to move forward to obtain additional information concerning (1) possible project funding sources and (2) a more detailed outline of the work required to institute the program. The Board also requested a presentation from the Cottonwood County Auditor concerning recent increases in property

values, pricing of materials and methods for calculation of values, effect of facade improvements and fix-ups on property values, etc.

7. Executive Director's Report

A. Meetings, Seminars & Business Activity – Recap & B. Prospect Update: Director Hanson reported to the Board that the River City Eatery opened the third week in October. Jennifer Anderson moved her photography studio to a building on the East side of the Square which she purchased and remodeled. There are other potential prospects for storefronts around the Square. Director Hanson has been talking with two local businesses regarding succession plans. The owners are considering a plan to teach their trades to apprentices with a goal to then sell the businesses to those individuals. Director Hanson has toured Wooden Pallets, PM Windom, and GDF/Ag Builders and met with the principals at each business. Many of these businesses go out of town for supplies and advised of the desire to be able to purchase these supplies and services locally. There was a discussion concerning the possibility of flood plain review in certain areas which are in a position for redevelopment. Director Hanson will research the potential costs and benefits of hydraulic modeling for areas of the City which could be redeveloped in the future. Director Hanson will be attending the Blandin Broadband Conference in Duluth on November 16th and 17th.

8. Miscellaneous Information:

A. Monthly Budget Recap: The Board received a copy of the monthly budget report for September, 2011.

B. River Bluff Townhomes – Monthly Financial Report: The Board received copies of the financial report provided by Van Binsbergen & Associates for the period ending September, 2011.

9. Adjourn: By consensus, President Erickson adjourned the meeting at 1:06 p.m.

Sally Larson, EDA Secretary-Treasurer

Attest:

Mark P. Hanson, Executive Director

**PARK AND RECREATION COMMISSION MEETING
MINUTES NOVEMBER 14, 2011**

1. Call to Order: The meeting was called to order by Chairman Terry Fredin 5:17 p.m. at City Hall.

2. Roll Call:

Commission Present:	Terry Fredin, Kay Clark, Jeff LaCanne & Sherri Zimmerman
Commission Absent:	Angie Blanshan
City Staff Present:	Recreation Director Al Baloun & Park Superintendent Bruce Caldwell
Council Liaisons:	Corey Maricle & JoAnn Ray
Public:	Jim Johnson Representing Windom Baseball Association, Des. Moines River Valley Trails System Representatives DNR Suzanne Rhees, Vicky Robinson, Phil Nasby & Holy Larson from National Parks Service

3. Approve Agenda
Motion by Clark, seconded by Zimmerman to approve agenda with additions
Motion Carried Unanimous

4. Approve Minutes October 10, 2011 Park & Recreation Commission Meeting
Motion by Clark, seconded by Zimmerman
Motion Carried Unanimous

5. Island Park Baseball Field Scoreboard Jim Johnson representing the Windom Baseball Assoc.

Johnson issued a financial report which identified where the improvements to the park were done. The report stated actual costs for several of the improvements including donations and volunteer labor totaling around \$182,000.00. Johnson stated that the Baseball Association wants to buy a new scoreboard that would work with both baseball and football and it would also include some advertising on it. They have received several donations for the new scoreboard but they need some help from the city. He asked the commission if it was possible to budget \$5,000 to finalize the costs for the new scoreboard.

Caldwell stated that the Park CIP Equipment & Major Improvement Account has approximately \$16,000.00 in it. Caldwell said he would like to use those funds to either remodel the bathroom facility at this ball field to help accommodate the campground users also. The current restrooms are not in good shape and the building is in need of major repairs and possibly the best remedy would be to build a new structure which would include showers, bathroom fixtures and a storage room. It may be in the city's best interest to relocate this structure to better accommodate the campground users. Caldwell had no costs for this structure but the moneys in the CIP account most likely wouldn't be enough to cover those costs. The commission would have to budget for the improvement to the restrooms in 2013 as the 2012 budget has already been submitted for approval. The commission agreed with Caldwell's statement concerning the restroom facility but they also wanted to help with the purchase of the new scoreboard.

The commission asked Johnson if the Baseball Association would be interested in fund raising in the near future to renovate the restroom facility if the commission moves to use \$5,000.00 out of the CIP account for the scoreboard now. Johnson said he didn't see any problems with this request.

Motion by Clark, seconded by LaCanne to appropriate \$5,000.00 expenditure from the Park CIP Equipment Account for the purchase of a new scoreboard at the Island Park Baseball Field complex.
Motion Carried Unanimous

Continued page 2

6. Park Superintendent Bruce Caldwell Report:

Caldwell stated that he needed direction concerning the new City's web site link for the campground registration and reservations. Currently there isn't any form the users can link to as to preregister for the campground as the facility is a first come first served basis. We don't take reservations as the campground is rarely full and if we would take reservations and payment on line it would require more paperwork for the staff. The procedures currently used have been working just fine and he stated he didn't want to change unless we would happen to build a larger and better campground facility which would have much greater usage.

The commission said they prefer to leave the registration and fee collecting as is and not provide this on the city web site at this time.

7. Recreation Director's Report- Al Baloun

- a. Racquetball- Page Kern submitted to the commission a report on some usage for the courts and also several maintenance items that need attention soon. Apparently there has been some moisture issues on the walls and floors. The courts were built in 1980 and the contractor didn't use any moisture barrier so now were having problems with that. The staff has been running dehumidifiers during the summer months to try and keep up with the problems. Baloun is working with a volunteer in order to try and reduce the problems until funding can be made available to eliminate the humidity problems. Fredin said the sheetrock on outside north wall is bad and falling apart due to the moisture and it will need repair soon. There were a few other items concerning maintenance and Baloun said his staff is working on repairing them as time permits.

It was also stated that it would be good if the arena could provide rackets and balls for the courts if people don't have them in order to help promote them and step up the usage. Baloun will check into this possibility.

- b. Non-Prime Time Ice Rates – Baloun issued a request to add a new rate fee for usage of nonprime hours for the ice rinks. This would be offered to anyone wanting to use the rinks during nonprime hours between 11:00 PM-7:00 AM Monday-Sunday. The fee would run \$85.00 per hour. He said there wouldn't be a problem with staffing during this time frame but reservations well in advance would need to be made to accommodate the staff. The Hockey Association and Figure Skating Club did not issue any complaints on this new rate for nonprime hour usage.

Motion by Clark, seconded by Zimmerman to approve the new rate structure for nonprime time ice rates at \$25 less than the current rate charged for prime time which would be \$85 currently.

Motion Carried Unanimous

- c. Studio Rink Update – Baloun said his staff is currently working on laying mats on the rink and if all goes well he hopes they will start leak testing by the end of the week and by the first week in December the rink may be open for usage.

8. Des. Moines Valley Trail System: representatives from the DNR Suzanne Rhees & Vicky Robinson plus Holy Larson from National Parks Service gave an update for the proposed walking trail that would link several trails in the southwestern part of the state including Windom. They requested the city's participation to help on the project concerning trails within the community.

Contained Page 3: Park & Recreation Commission Meeting November 14, 2011

There were some concerns how they would cross the major highways in town and also if there is enough off road area to construct a trail in the road right-of-ways. LaCanne stated his concerns for long term maintenance as this has been an issue in the WRA. The representatives stated that the state would have some maintenance funding but the city & county would be responsible for the maintenance of the trails within the community. Following the commission meeting there will be an open house for questions from area residences.

9. Meeting Adjourned at 6:42 p.m.

UTILITY COMMISSION MINUTES
City Hall, Council Chamber
November 30, 2011

Call Meeting to Order: The Utility Commission meeting was called to order at 10:00 a.m., on November 30, 2011 in the City Hall Council Chamber.

Members Present: Utility Commission Chairperson: Mike Schwalbach

Members Present: Tom Riordan and Glen Francis

Member Absent: None

City Council Liaison: Absent

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

Others Present: Cathie Veenker, Clark Properties II; and Kelly Yahnke, Bolton & Menk Inc.

APPROVE MINUTES

Motion by Riordan, seconded by Francis, to approve the October 26, 2011 Utility Commission minutes as presented. Motion carried 3-0.

Cathie Veenker, realtor for Clark Properties II, came to the Utility Commission meeting to represent Dick and Gerry Cornwell from 1965 Cottonwood Lake Drive. The Cornwell's had a high water bill from the billing period of July -August 11, 2011 the Cornwell's had a toilet that ran which created a water bill in excess of \$700. Veenker ask that the Commission reduce the water bill because of active participation from the Cornwell's in the community.

The Utility Commission discussed the high water bill at length, and came to the conclusion that they could not reduce the bill, as it was to no fault of the City, and the problem was investigated by the water department and repaired before the next bill. Staff was directed to send a letter to Clark Properties II and Dick and Gerry Cornwell.

WATER / WASTEWATER ITEMS

Evaluation of the One Million Gallon Water Tower - Yahnke reviewed the study for the staining / rusting of the water tower with the Commission. Below are the findings from this report:

- Tower Overview – Paint is nearly at the end of its life expectancy of fifteen (15) years, grounds around the tower are well maintained and the dry riser is in excellent condition with the exception of flash rust on the condensate areas.
- Interior Structural Evaluation – There is no ladder on the wet side of the access tube and the tank has no mud drain which is beneficial for routine cleaning.
- Interior Coating Evaluation – Ceiling is in poor condition and rust is evident on all support structures, stiffener needs some grinding to remove construction debris, numerous failures on the floor and cone plates and the coating will is a poor candidate for repair and topcoat.

The recommendations from Bolton & Menk Inc. are as follows:

- Install a 4 inch Baburek mud valve on the belly 180 degrees opposite the fill tube and remove existing lining per SSPC SP10. Sand blast and install a new lining
- Remove the existing system per SSPC SP6 commercial. Sand blast and install a new three coat system of paint.
- Replace the circ-water pump in the vault room which is 11 years old and install a dehumidifier in the vault room to protect equipment, remove frost jacket from the fill tube 12 inches below the ceiling and coat with three coats of epoxy.
- Duration of Project – The structural work will be completed in one (1) week. The sandblasting and coating operations will require ten (10) weeks and it will take one (1) week for site restoration and tank disinfection.

Yahnke said that he recommends two options, one for a fifteen (15) year life system on the paint, and the other option for a thirty (30) year life system. Cost options are as follows:

- | | |
|---------------------------------|-----------|
| • Structure Repair | \$20,000 |
| • Option 1, 15 Year Life System | \$595,000 |
| • Option 2, 30 Year Life System | \$694,000 |

After discussion the Utility Commission decided to have plans and specs drawn and get the bids to see how the bids come in. If the bids costs are high they would like to put this project off until 2013. Yahnke said that this would not do further damage to the tower, but that this needs to be bid out early in 2013 so the paint process to the exterior water tower can be done in warm weather.

Wastewater Rate Study – Yahnke presented an excel spread sheet showing the debt service and operation and maintenance expenses for the wastewater fund. Discussion was held on the rate for PM Windom in relation to the entire City of Windom, and what the impact of PM Windom requiring less treatment from the City of Windom if and when they get their pre-treatment facilities updated. Haugen said that he didn't think that this would have a great effect to the City other than the electricity that would be used for the blowers. It was also noted that no increase in the wastewater rates were done in 2010 and 2011, and that

this rate should be looked at in September or October of 2012. Due to the new Main Lift Station and Wastewater Plant Project the Sewer rates need to go up to pay off the loans.

**Motion by Riordan, seconded by Francis, set the rate to increase at 5% for 2012.
Motion carried 3-0.**

2011 Sewer Jetting Review - Haugen reviewed with the Utility Commission the portion of the City of Windom that had been jetted in 2011. Haugen said that Empire Pipe Service jetted 62,919 feet with a two (2) person crew at approximately six (6) weeks at a cost of \$25,163.41. Haugen also said that they cleaned out roots, root balls and rock and sand pebbles.

Haugen said that he would like to have Empire Pipe Service televise west on 20th Street to 9th Avenue in 2012 for the next street improvement project.

Other Water / Wastewater Items – Haugen updated the Commission on the Water Treatment Plant project. Haugen said that Carr has started boring the River Crossing, and will do the two (2) manholes, as that is the priority for 2011.

Toxicity Testing – Haugen said that toxicity testing is being done this week, Monday, Wednesday and Friday. These samples will be split and sent to two different laboratories.

Camper Dumping Stations - Haugen said that Cenex has declined a camper dumping station on their site.

ELECTRIC ITEMS

Western Area Power Administration's 2021 Power Marketing Initiative – Grunig said that Western Area Power Association (WAPA) sells power to Iowa, Minnesota, Montana, Nebraska, North Dakota and South Dakota, and Windom Utilities is currently purchasing 50% of their power from WAPA. The contract between Windom Utilities and WAPA expires on December 31, 2020. Historically this contract has delivered capacity and energy to Windom more economically than other suppliers, which gives Windom Utilities some of the lowest retail electric rates in the state of Minnesota over the past years. However because of the drought experienced in the Missouri River in North and South Dakota, the hydro generation needed to be supplemented by additional power purchases from other suppliers at a higher cost. WAPA added a drought adder to supplement the debt that occurred because of the drought 2008. These additional costs will be paid up in 2018. Grunig said that the Windom Utilities will be seeing a new contract in mid summer of 2012. Grunig noted that if the Commission was interested in further information on the 2021 Power Marketing Initiative (PMI) Western's website is:

<http://www.wapa.gov/ugp/powermarketing/2021PMI.htm>. Grunig said that he has been participating in this process for the 2021 PMI, and therefore he has comments addressed in the Federal Register Notice. WAPA is estimating a 2 mill increase in its base rate for

2013; however this increase may be offset by a reduction in the drought debt adder, which will result in a minimal change.

Impact of Federal Budget Process on Electric Rates – Grunig said that because of political issue with President Obama’s Deficit Reduction Commission and the recommendation to have WAPA’s energy change to a market based rate. This would raise an additional \$300 million dollars for the Federal deficit reduction. With this change MRES projects the change to market based rates could double the cost of WAPA power and increase their retail rates by one third. When using Missouri River’s analysis, Windom Utilities could see an increase of .02 per kWh over time in the retail rate and increase our average rate from .08 per kWh to over .10 per kWh.

Generation Fuel Test Analysis – Grunig said that the City Utilities has a 50,000 gallon fuel storage tank that has approximately 32,000 gallons of old fuel in it. He had this fuel tested by Command out of Maplewood, MN. Grunig said the test results were reviewed with Allen Staples and those tests showed that this fuel was still good for heating fuel, but not valuable to generation because of new emissions laws put into place in 2013. Grunig said that Staples Oil estimated price of \$2.00 per gallon, (this is what they feel the fuel is worth) Grunig said that he may tie the bid for new fuel with the price of disposal of the old fuel, and will continue checking into this process.

Adjustment to the Power Cost Base Rate – Grunig said that he was going to request an adjustment to the rate of power from the power cost adjustment. However Grunig said that this last month we did not have a power cost adjustment and this will throw off the original proposal for an adjustment to the base rate. Grunig requested that this discussion resume in early spring 2012.

OTHER ELECTRIC ITEMS

Conservation Improvement Financing – Grunig said that the Center for Energy and Environment (CEE) is offering a low interest loan for Minnesota homeowners that wish to make improvements to their homes. Eligible energy improvements include heating, central air conditioning, lighting, water heater, windows, doors and insulation. This organization is Minneapolis based and has requested that the City of Windom Utilities partner in this program. This program has no interest or low interest home energy improvement loan program and can be used by homeowners with or without to the Windom’s Bonus Buck Rebate for the air conditioning program that was set up for Windom Utility Customers in 2011. CEE also offers commercial loans and grants for non profit entities for energy conservation improvements. Grunig said that members from CEE made a presentation to the CMMPA Board of Directors, and he felt that this program would work well for the City of Windom Utilities.

Write Offs for 2011 – Grunig directed the Commission to the 2011 Write Off sheet included in their packet. Grunig reviewed the results with them, that showed the write offs

for electric utilities was down to \$2,904.45. In 2010 the write offs for electric utilities was \$4,632.68. Grunig said that he felt the new \$300 Utility Pre-Payment was the cause of this decline, so it has been successful.

REGULAR BILLS

Motion by Francis, seconded by Riordan, to approve payment of the following bills: Wenck Associates for Landfill Services in the amount of \$2,237.91, Wenck Associates for 2012 Street Project (6th Street and River Rd) in the amount of \$792.00 and \$1,941.00, Bolton & Menk, Inc. for \$2,430 and \$5,602.51. Motion carried 3-0.

OLD BUSINESS

None

NEW BUSINESS

Schwalbach asked if the City of Windom's Water / Wastewater and Electric Utilities have looked into reading meters by remote capabilities. Both Grunig and Haugen said that they have and Haugen said at the present time it was cost pro-hibative to do so with water meters. Grunig said that the new meters that they are installing have that capability, they just need to have a card inserted and they are about ready.

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

Mike Schwalbach, Utility Comm. Chairperson

Attest: _____
Steve Nasby, City Administrator

**CITY OF WINDOM TREE COMMISSION MEETING
MINUTES November 30, 2011**

1. Call to Order: The meeting was called to order by Secretary, Deborah Polzin at 5:20 p.m. in the council chambers at city hall.

2. Roll Call:
Commission Present: Joanne Kaiser, Craig Zimmerman and Deborah Polzin
Commission Absent: Lindsey Cartwright, Eldon Moon
City Staff Present: Bruce Caldwell, City of Windom Tree Inspector
Council Liaisons: Kelsey Fossing (Absent)
Public Present: David Bucklin

3. Approve Minutes of September 7, 2011:
Motion by Joanne Kaiser, seconded by Craig Zimmerman
Motion Carried.

4. Treasurer Report: Balance as of November 30, 2011 is \$12.16. From the previous balance of \$1,562.16, \$1,550.00 was used to purchase trees for 2012 planting season leaving the balance of \$12.16.

5. Old Business:
 - a. Grant Money: Cottonwood Water Plan will be issuing a grant of \$1,000 to the Tree Commission in 2012. The Clean Water Fund will know by December 10 if any fund money will be made available for the Tree Commission.
 - b. The Minnesota Conservation Corp will contact David Bucklin concerning the availability of planting crews to assist in planting new boulevard trees.

6. New Business:
 - a. Five people have already expressed interest in purchasing 11 new boulevard trees in 2012.

7. Open Mic: Anyone interested in purchasing a tree to be planted in 2012 can call the Street Department or email Bruce at winst@windomnet.com. The price of the tress will remain at \$25 which includes planting.

8. Meeting adjourned at 5:49 pm.

Next Tree Commission Meeting March 7, 2012 at 5:15 p.m. at Council Chambers.

ATTEST:

Tree Commission President _____

Tree Commission Secretary _____

RESOLUTION #2011-

INTRODUCED:

SECONDED:

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

**RESOLUTION ORDERING IMPROVEMENTS AND PREPARATION OF
PLANS FOR THE "2012 RIVER ROAD AND 6TH STREET
IMPROVEMENT PROJECT"
(Super majority of 4/5 is necessary to pass resolution)**

WHEREAS, a resolution of the City Council adopted the 3rd day of November, 2011, fixed a date for a public hearing on the proposed improvements to city streets within the corporate city limits; and

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing were given, and the hearing was held thereon on the 6th day of December, 2011, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvements are necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvements are hereby ordered as proposed in the council resolution adopted the 3rd day of November, 2011.
3. Wenck Associates, Inc. is hereby designated as the engineer for these improvements. The engineer shall prepare plans and specifications for the making of such improvements.
4. The City Council declares its official intent to reimburse the city for the costs of the improvements from the proceeds of the tax-exempt bond.

Adopted by the Council this 6th day of December, 2011.

Kirby G. Kruse, Mayor

Attest: _____
Steven Nasby, City Administrator

NOTICE OF PUBLIC HEARING

River Road and 6th Street Improvement Projects

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Windom will meet in the Council Chambers of the City Hall at 7:30 p.m. during the regularly-scheduled City Council meeting on December 6, 2011, to consider the making of improvements to city streets and water and sewer infrastructure within the corporate city limits adjacent to property legally described as follows:

Ringkob & Pope's Addition

Block 2, Lots 21, 22, 23; Block 3, Lots 13, 14, 15 & 16; Block 4, Lots 4, 5, 6, 7, H, J and K

Burmeister Subdivision

Lots 1 & 2

Riverview Subdivision

Lots 13, 14, 15, 16

Riverside Subdivision

Block 1, Lot 1; Block 2, Lots 1 & 2

Drake's Subdivision

Lots D, E, F G

Section 26-105-36

(SE ¼, NW 1/4) – Lots 1, 2, 3

Windom East Addition

Block 31, Lot 6; Block 32, Lot 6

Hutton and Collins Subdivision

Block 6, Lots 12 & 13; Block 7, Lots 12 & 13

Berry's Subdivision

Block 1, Lot 1

Walen's Subdivision

Block 1, Lot 1; Block 2, Lot 1, 13 & 14

Quevli's Subdivision

Lots 1, 2, 19 & 20

State Subdivision 36-105-36

Lots 2 & 4

Ackerman's Subdivision

Block 1, Lot 1; Block 2, Lot 1

Redding's First Addition

Block 1, Lots 1, 2, 3 & 4; Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 & 13

County Auditor's Plat No. 14

Lot 1

The proposed improvements consist of base, bituminous, concrete, sanitary sewer, water main, curb, gutter, sidewalk and related appurtenances, within the corporate city limits, pursuant to Minn. Stat. §§ 429.011 to 429.111. The area proposed to be assessed for such improvements is the property abutting the improvements and part of the above-described boundaries. The estimated cost of the improvement is \$1,282,569. A reasonable estimate of the impact of the assessment will be available at the office of the City Clerk in City Hall prior to the hearing and at the hearing.

Such persons as desire to be heard with reference to the proposed improvements will be heard at this meeting.

By Order of the Windom City Council:

Steve Nasby
City Administrator

Published November 23 & 30, 2011



Wenck Associates, Inc.
440 10th St
P.O. Box 453
Windom, 56101

(507)831-5969
Fax (507) 831-5271
E-mail: wenckwin@wenck.com

October 24, 2011

City of Windom
444 9th Street
Windom, Minnesota 56101

Re: Preliminary Report
Street Improvements on River
Road and 6th Street
Wenck Project No. 0045-32

Honorable Mayor and Council:

This letter presents our preliminary finding on the proposed replacement of the sanitary sewer, watermain, storm sewer and street on River Road from 13th Street to the Perkins Creek bridge and 6th Street from the Railroad tracks to Lakeview Avenue in the City of Windom, MN. These two sections of roadways are part of the County State Aid Highway (CSAH) system. This project was initiated by the Cottonwood County Highway Department due to the severely deteriorated condition of the road surfaces. This will be a joint project with the Cottonwood County Highway Department.

The City of Windom Utility Commission has given there support for the replacement of the utilities that are located in these streets.

Field Observations and Measurements -

The streets considered in the improvements are as follows:

- 1) River Road from 13th Street to the Perkins Creek bridge
- 2) 6th Street from the Railroad tracks to Lakeview Avenue

Our work consisted of measurements of the length and width, length and number of drives, depth and type of sanitary sewers, condition of curb and number of settled or poor sections of curb. We also determined the depth of bituminous and gravel base on each street. This work is summarized in the table attached.

Proposed Improvements -

The cross section of the proposed streets will meet the MN/DOT standard for a 9 ton road. The section for bituminous will be 14" of aggregate base (salvaged and virgin) and 4 ½" of bituminous base and wear courses. The proposed section for concrete will have a 7" thick pavement with 4" of aggregate base.

The following improvements should be considered for each street:

River Road-

- 1) Mill the existing bituminous surface and reuse it for the bottom layer of aggregate base.
- 2) Remove the existing gravel
- 3) Remove the curb and gutter and sidewalks and drives to a minimum of 3 feet behind the curb(as needed for sewer and water services)
- 4) Remove and replace the existing sanitary sewer mains and services.
- 5) Replace the existing cast iron watermain , hydrants, and services
- 6) Remove and replace the existing storm sewer as needed
- 7) Reshape the sub-grade, and relay the gravel (14" depth).
- 8) Replace the curb and gutter and sidewalks and drives where removed
- 9) Pave the street with 4 ½ " of bituminous wear and base courses.

6th Street-

- 1) Mill the existing bituminous surface and reuse it for the bottom layer of aggregate base.
- 2) Remove the existing gravel
- 3) Remove the curb and gutter and sidewalks and drives to a minimum of 3 feet behind the curb(as needed for sewer and water services)
- 4) Replace the existing cast iron watermain , hydrants, and services
- 5) Remove and replace the existing storm sewer as needed
- 6) Reshape the sub-grade, and relay the gravel (14" depth).
- 7) Replace the curb and gutter and sidewalks and drives where removed
- 8) Pave the street with 4 ½ " of bituminous wear and base courses.

The concrete alternate would be similar except the street would be paved with 7" of concrete and 4" of aggregate base.

Cost Estimate –

The cost estimates were discussed with representatives of the Cottonwood County Highway Department as to the participation of MN/DOT with County State Aid Highway (CSAH) funds. It has been proposed that CSAH funds will be available for the entire bituminous surface and removal of all existing materials to the sub-grade.

The proposed assessment amounts shown on the attached cost estimates are based on the present assessment policy. The present policy includes:

- 1) 50% of the residential equivalent cost per assessable foot
- 2) Assessable foot is 100% of the front yard and 50% of a side yard
- 3) 100% of the service cost of both sewer and water

A summary of the costs for each section of the street is listed below:

<u>Street</u>	<u>Total Cost</u>	<u>Sewer Cost</u>	<u>Water Cost</u>	<u>Street Cost</u>	<u>Sewer Cost</u>	<u>Water Cost</u>
River Road	\$ 666,240	\$146,937	\$176,375	\$110,217	\$38,388	\$46,550
6 th Street	\$ 616,329	\$0	\$223,938	\$111,737	\$0	\$51,450
Total	\$1,282,569	\$146,937	\$400,313	\$221,954	\$38,388	\$98,000

We have attached a complete cost estimate for each street for your reference.

Conclusion and Recommendations–

Based on our field observations and measurements, our comments are as follows:

- 1) The street projects are feasible as outlined. The estimated cost of the entire improvement is \$1,282,569. The assessable amount for the streets based on the present assessment policy is \$221,954 or approximately \$36.20/assessable foot. The assessable portion of the sewer and water is \$136,387 or an estimated cost of \$1250 for water services and \$1037 for sewer services.
- 2) The proposed schedule for the improvement is as follows:

Honorable Mayor and Council
City of Windom
10/25/2011
Page 4

Council approves preliminary report and calls for hearing	November 1, 2011
Preliminary hearing advertise in paper	November 9, 2011
	November 16, 2011
Preliminary hearing notices sent to property owners	November 16, 2011
Preliminary Hearing	December 6, 2011
Council resolution to proceed with project	December 6, 2011
Complete plans and specifications	February 21, 2011
Council approves plans and specifications	February 21, 2011
Advertise in Construction Bulletin	March 5, 12, & 19, 2012
Advertise in Cottonwood County Citizen	March 7, 14, & 21, 2012
Bid letting	March 27, 2012
Council approval	April 3, 2012
Construction through Summer-Fall 2012	

We would be available to discuss this report at your convenience.

WENCK ASSOCIATES, INC.

Dennis Johnson, P.E.

Enclosures: Summary Table
 Cost Summary
 Cost Estimate – River Road
 Cost Estimate – 6th Street
 Proposed River Road Improvement Maps
 Proposed 6th Street Improvement Maps

ASSESSMENTS

TOTAL STREET COST \$342,928.00
 STORM SEWER \$15,000.00
 CONCRETE REMOVAL \$0.00
 NINE TON EXTRA COST \$107,494.00
 RESIDENTIAL EQUIVALENT \$220,434.00
 ESTIMATED COST PER FOOT \$74.37
 % FOR ASSESSMENT 20%
 CHARGEABLE COST PER FOOT \$14.87
 ESTIMATED COST PER SEWER SERVICE \$1,037.50
 ESTIMATED COST PER WATER SERVICE \$1,225.00

LEGAL DESCRIPTION	PARCEL NUMBER	OWNER	STREET ADDRESS	FRONT	SIDE	TOTAL FT	FRONT FOOT COST	SEWER COST	WATER COST	TOTAL COST
Lot K Blk 4	25-673-0530	Margie Peterson	1232 River Road	135.50	0.00	135.50	\$2,015.34	\$0.00	\$0.00	\$2,015.34
Lot 1	25-139-0010	Margie Peterson	1332 River Road	44.63	0.00	44.63	\$665.80	\$1,037.50	\$1,225.00	\$2,926.30
Lot 2	25-139-0020	Idabeh Amundson	1230 River Road (725 Fuller Dr Apt 203)	56101	104.84	0.00	\$1,559.32	\$1,037.50	\$1,225.00	\$3,821.82
Lot K Blk 4	25-673-0540	Lorraine Skillingstad	1220 River Road (500 S. Lowell Ave)	57103	116.00	0.00	\$1,725.31	\$1,037.50	\$1,225.00	\$3,987.81
Lot J Blk 4	25-673-0520	Duane Besser	1218 River Road	56101	90.00	0.00	\$1,338.60	\$1,037.50	\$1,225.00	\$3,601.10
Lot 7 H Blk 4	25-673-0500	Coleen Knorr (Deb James)	1216 River Road P.O Box 615	56171	91.00	0.00	\$1,353.47	\$1,037.50	\$1,225.00	\$3,615.97
Lot 7 Blk 4	25-673-0470	Curtis-Donaabill Olson Bosser	1212 River Road (62 Skyline Dr)	56001	58.00	0.00	\$662.65	\$1,037.50	\$1,225.00	\$3,125.15
Lot 7 Blk 4	25-673-0460	Sharon Nelson	1208 River Road	56101	79.00	0.00	\$1,174.99	\$1,037.50	\$1,225.00	\$3,437.49
Lot 5 & 6 Blk 4	25-673-0450	Chad Perry	1204 River Road	56101	126.30	0.00	\$1,878.50	\$1,037.50	\$1,225.00	\$4,141.00
Lot 4 & 5 Blk4	25-673-0440	Jamie Voelker	1200 River Road	56101	114.70	0.00	\$1,705.97	\$0.00	\$1,225.00	\$2,930.97
Lot 16 Blk 3	25-673-0380	James Dunsie	1148 River Road (519 17th St)	56101	86.00	0.00	\$1,279.11	\$1,037.50	\$1,225.00	\$3,541.61
Lot 15 Blk 3	25-673-0370	Carol Paplow	1156 River Road	56101	57.30	0.00	\$662.24	\$1,037.50	\$1,225.00	\$3,114.74
Lot 14 Blk 3	25-673-0360	Todd/Katia Sorenson	1128 River Road	56101	86.10	0.00	\$1,280.59	\$1,037.50	\$1,225.00	\$3,543.09
Lot 14 Blk 3	25-673-0350	Dean/Susan Hoppe	1102 River Road (817 16th St)	56101	57.30	0.00	\$652.24	\$1,037.50	\$1,225.00	\$3,114.74
Lot 13 Blk 3	25-673-0340	Tom/Linda White	1304 11th Ave	56101	0.00	57.30	\$426.12	\$1,037.50	\$1,225.00	\$2,688.62
Lot 23 Blk 2	25-673-0290	Darrell/Donna Goeman	1035 River Road	56101	42.00	0.00	\$248.68	\$1,037.50	\$1,225.00	\$2,887.18
Lot 22 Blk 2	25-673-0210	John Meyer	1030 River Road	56101	78.00	0.00	\$1,160.12	\$1,037.50	\$1,225.00	\$3,422.62
Lot 21 & 22 Blk 2	25-673-0180	Thomas Clipperton	1016 13th St	56101	44.00	0.00	\$654.43	\$1,037.50	\$1,225.00	\$2,916.93
Lot 20 Blk 2	25-673-0170	Joseph Jurgens	1012 13th St	56101	4.97	0.00	\$73.92	\$0.00	\$0.00	\$73.92
Lot 13 Blk 1	25-673-0190	Fred/Mary Meyer	1028 13th St	56101	40.00	0.00	\$594.93	\$1,037.50	\$1,225.00	\$2,857.43
Lot 14 Blk 1	25-674-0140	Robert/Marilyn Curry	1001 River Road	56101	60.00	0.00	\$892.40	\$1,037.50	\$1,225.00	\$3,154.90
Lot 15 Blk 1	25-674-0160	Eva Morgan	1009 River Road	56101	60.00	0.00	\$892.40	\$1,037.50	\$1,225.00	\$3,154.90
Lot 16 Blk 1	25-674-0170	Darren/Nicole Tielz	1017 River Road	56101	60.00	0.00	\$892.40	\$1,037.50	\$1,225.00	\$3,154.90
Lot 2 Blk 2	25-676-0060	Paullette Peterson	1041 River Road	56101	60.00	0.00	\$892.40	\$1,037.50	\$1,225.00	\$3,154.90
Lot 1 Blk 2	25-678-0050	Octavia/Claudia Lopez	1029 River Road	56101	75.00	0.00	\$1,115.50	\$1,037.50	\$1,225.00	\$3,378.00
Lot 1 Blk 1	25-678-0010	Katia Figenoa	1053 River Road (1350 Springfield Pkwy)	56101	52.00	0.00	\$773.41	\$1,037.50	\$1,225.00	\$3,006.91
Lot D Blk 1	25-232-0010	Steve/Marsha Harberg	1125 River Road (604 Prospect Ave #2)	56101	63.75	0.00	\$948.16	\$1,037.50	\$1,225.00	\$3,210.68
Lot D & E Blk 1	25-232-0020	Wayne/JuEllen Alink	1157 River Road (623 42nd St)	95819	66.25	0.00	\$970.49	\$1,037.50	\$1,225.00	\$3,232.99
Lot E Blk 1	25-232-0030	Jolene Witkus	1187 River Road	56101	50.00	0.00	\$743.67	\$1,037.50	\$1,225.00	\$3,006.17
Lot E Blk 1	25-232-0040	Derek Gless	1201 River Road	56101	50.00	0.00	\$743.67	\$1,037.50	\$1,225.00	\$3,006.17
Lot F Blk 1	25-232-0050	Pauline Tewes	1211 River Road	56101	50.00	0.00	\$743.67	\$1,037.50	\$1,225.00	\$3,006.17
Lot F Blk 1	25-232-0060	Donald/Nancy Mann	1221 River Road (845 River Road)	56101	50.00	0.00	\$743.67	\$1,037.50	\$1,225.00	\$3,006.17
Lot F Blk 1	25-232-0070	Denise Thompson	1221 River Road (821 15th Ave N)	56101	50.00	0.00	\$743.67	\$1,037.50	\$1,225.00	\$3,006.17
Lot F Blk 1	25-232-0080	Linda Jaakola	1228 River Road	56101	58.00	0.00	\$892.40	\$1,037.50	\$1,225.00	\$3,164.90
Lot F Blk 1	25-232-0090	Doris Remund	1239 River Road (1308 3rd Ave)	56101	58.00	0.00	\$892.40	\$1,037.50	\$1,225.00	\$3,164.90
Lot G Blk 1	25-232-0110	Euna Espenson	1245 River Road	56101	58.00	0.00	\$892.40	\$1,037.50	\$1,225.00	\$3,164.90
Lot G Blk 1	25-232-0100	Jason Moede	1251 River Road	56101	60.00	0.00	\$892.40	\$1,037.50	\$1,225.00	\$3,164.90
Lot G Blk 1	25-232-0120	Richard/Dorothy Raverty	1261 River Road (817 Gilmore Ct)	56101	60.00	0.00	\$892.40	\$1,037.50	\$1,225.00	\$3,164.90
Lot G Blk 1	25-232-0130	Lavonne Swenson	1265 River Road	56101	50.00	0.00	\$743.67	\$1,037.50	\$1,225.00	\$3,006.17
Section 26	25-026-0800	Robert/Ruth Marks	1271 River Road	56101	71.83	0.00	\$1,068.35	\$1,037.50	\$1,225.00	\$3,350.85
Section 26	25-026-0890	Bashir/Patricia Telrab	1277 River Road	56101	73.50	0.00	\$1,093.19	\$1,037.50	\$1,225.00	\$3,366.69
Section 26	25-026-1010	Cheryl/Michael Hanson	1279 River Road	56101	97.59	0.00	\$1,451.49	\$1,037.50	\$1,225.00	\$3,713.99
Section 26	25-026-1000	Mariene Wexler	1281 River Road (8040 Mississippi Ln)	55444-22	135.34	0.00	\$2,012.96	\$1,037.50	\$1,225.00	\$4,275.46
				3084.76	57.30	3123.41	\$46,455.63	\$42,537.50	\$51,450.00	\$140,443.03

MEMORANDUM



CITY OF WINDOM
444 9th Street
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127
www.windom-mn.com

TO: City Council
FROM: City Administrator *Joey*
DATE: November 25, 2011
RE: Fee for Intoxicating Malt Liquor (aka Strong Beer) Authorization

On November 1, 2011 the City Council passed an amendment to the City Code to allow holders of Beer and Wine Licenses to become eligible to sell intoxicating malt liquor. This eligibility is an "authorization" under State Statute for businesses that derive at least 60% of their gross receipts from food sales.

To establish a fee for this new "authorization" City Code requires a public notification and hearing process. As such, notices were mailed and the public hearing on this matter is scheduled for the December 6, 2011 City Council meeting.

Annual fees charged by the City of Windom are currently set at \$100 for a Beer license and \$150 for a Wine license. Both of these licenses are required as prerequisites for obtaining an "authorization" to sell intoxicating malt liquor. At this time, there are three businesses that could potentially qualify (China Restaurant, Happy Chef and River City Eatery).

Staff has been in contact with the State of Minnesota's alcohol oversight office regarding the verification necessary for this "authorization" to beer & wine license holders. Information from the State office indicates that the City will need to see "proof" that business' sales are at least 60% food. This proof could be in the form of sales tax records, reviewing receipts, reports from bookkeeping records or other means identifying sales data.

Due to the additional verification that will be needed to confirm the sales data, staff is recommending that the City Council set the initial fee for an "authorization" to sell intoxicating malt liquor be set at \$100 per year.



NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Windom City Council will hold a public hearing in the City Council Chambers at City Hall during the regularly-scheduled Council meeting, which begins at 7:30 p.m. on Tuesday, December 6, 2011, to consider a proposed fee to a holder of an On-Sale Wine license who is also licensed to sell 3.2% liquor. The proposed fee would be implemented if a holder of the above licenses, whose verified gross receipts are at least 60 percent attributable to the sale of food, requests the authorization to sell intoxicating malt liquors at on-sale.

Such persons as desire to be heard with reference to the proposed fee for the authorization to sell intoxicating malt liquors at on-sale will be heard at this meeting.

By Order of the Windom City Council:

Steve Nasby,
City Administrator

Published: November 23 & 30, 2011



RESOLUTION #2011-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

CITY OF WINDOM

**RESOLUTION ESTABLISHING
RATES, CHARGES AND FEES FOR AUTHORIZATION
TO SELL INTOXICATING MALT LIQUORS AT ON-SALE**

WHEREAS, City Code Section 3.02 authorizes the City Council to establish rates and charges for municipal services (including, but not limited to, services, permit fees, license fees, connection and meter reading and checking fees, disconnection fees, reconnection fees including penalties for non-payment); and

WHEREAS, the City Council periodically establishes rates and fees for municipal services; and

WHEREAS, the City Council amended the On-Sale Wine License to allow a holder of an on-sale wine license who is also licensed to sell 3.2 percent malt liquors at on-sale, and whose verified gross receipts are at least 60 percent attributable to the sale of food, to sell intoxicating malt liquors at on-sale without an additional license; and

WHEREAS, it is in the best interests of the City of Windom and its citizens to operate the city general fund in a cost-effective manner; and

WHEREAS, effective January 1, 2012, the City Council will implement the following fee for holders of On-Sale Wine licenses who are also licensed to sell 3.2% malt liquor, whose verified gross receipts are at least 60 percent attributable to the sale of food, and who request the authorization to sell intoxicating malt liquors at on-sale.

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

The fee for verifying gross receipts for authorization to sell intoxicating malt liquors ("strong beer") at on-sale is \$ _____, effective January 1, 2012.

Adopted this 6th day of December, 2011.

Kirby G. Kruse, Mayor

ATTEST: _____
Steven Nasby, City Administrator



Memo

To: Mayor and Council Members
From: Park & Recreation Commission
CC: Steve Nasby
Date: 12/1/2011
Re: Island Park Scoreboard Funding

The Park and Recreation Commission met on November 14, 2011, and considered a request for funding from the Baseball Association. The Association requested that the Commission consider pledging \$5,000 cash towards a new scoreboard for the baseball field at Island Park. The scoreboard would be used for both baseball and football.

The Commission agreed to recommend appropriating \$5,000 from the Park CIP Equipment account for the purchase of a new scoreboard at the Island Park Baseball field complex.

Requested Action: Approve the Park and Recreation Commission's recommendation to provide funding of \$5,000 to the Baseball Association towards a new scoreboard at the Island Park baseball field complex.

Nov. 14, 2011

Windom Park & Rec Board members,

I'll start by saying that the Windom Baseball Association greatly appreciates all past and future support given to Island Park by the City of Windom.

For 50 years, the WBA has tried to be self-sufficient as it maintained Island Park's baseball/football complex. We believe we've saved Windom hundreds of thousands of dollars in labor and equipment while preserving this as one of Windom's signature landmarks.

The Island Park Remodeling Project, alone, adds more than \$175,000 to the park's value (not including countless hours of free labor from the WBA). As you can see, our focus has been on quality, long-term viability and keeping it attractive to guests and passing motorists.

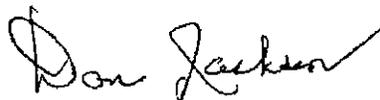
That brings me to my point. We recently received a generous donation from Toro for a new scoreboard. It is being upgraded through significant grants from the school and WBA.

~~The Toro people have seen it and absolutely LOVE the new scoreboard design.~~ We kept Toro as the lone sponsor, which we see as a great PR move for the Windom-Toro relationship.

Our lone concern is that this project has stretched the WBA's finances considerably. For example, we have yet to begin an \$8,000 press box replacement project.

We try not to say this often, but the WBA really needs the City of Windom's help here. We are asking for a \$5,000 cash pledge from the City of Windom, toward either the scoreboard or press box.

A summary of the project and rendering of the scoreboard are enclosed. Sincerely,



Don Jackson,
President of the Windom Baseball Association
(507) 831-4081, or nomar@windomnet.com

Windom Baseball Association
Island Park Remodeling Project
Project costs & values...11/7, 2011

Concession stand Total--\$31,000 (for insurance purposes)
Maintenance shed Total--\$41,000 (for insurance purposes)

--Lamperts \$20,000*
--Schwalbach \$6,500*
--Ron's Elec. \$4,500
--Jurgens Const. \$11,070*
--Amundson Dig (dirt work) \$750*
--Staples Oil \$5,000*
--Hanefeld Const. \$250 *
--Hometown Sanitation \$2,000*
--Split Rock Landscape \$10,000*
--GCC Ready Mix \$350*
--Project aided by multiple volunteers, plus countless cash donations.

Backstop \$20,000 (Est. Value)

--Negen Const./GCC \$7,000*
--Beacon Athletics (net/etc...) \$4,300
--Ervin Well Co. (Poles) \$5,000*
--Ron Vought \$1,500*
--DeFries Auto Body \$1,500*
--Wenck Associates \$Value unknown (work by Dennis Johnson)
--Project aided by multiple volunteers, plus a \$6,400 donation from Minnesota Twins.

Press Box \$8,000 (Est. Value)

--Hanefeld Const. \$ Donation *
--Project to be aided by multiple volunteers.

Batting Cage \$8,200 (Est. Value)

--Scott Veenker (dirt work) \$1,700 *
--Anonymous/Poles \$4,500 *
--BCI Inc. (netting) \$1,400
--Larson Fence \$1,722
--Hanefeld Const. \$250 *
--Wenck Associates \$Value unknown (work by Dennis Johnson)
--Project aided by multiple volunteers and Windom Pirate baseball players.

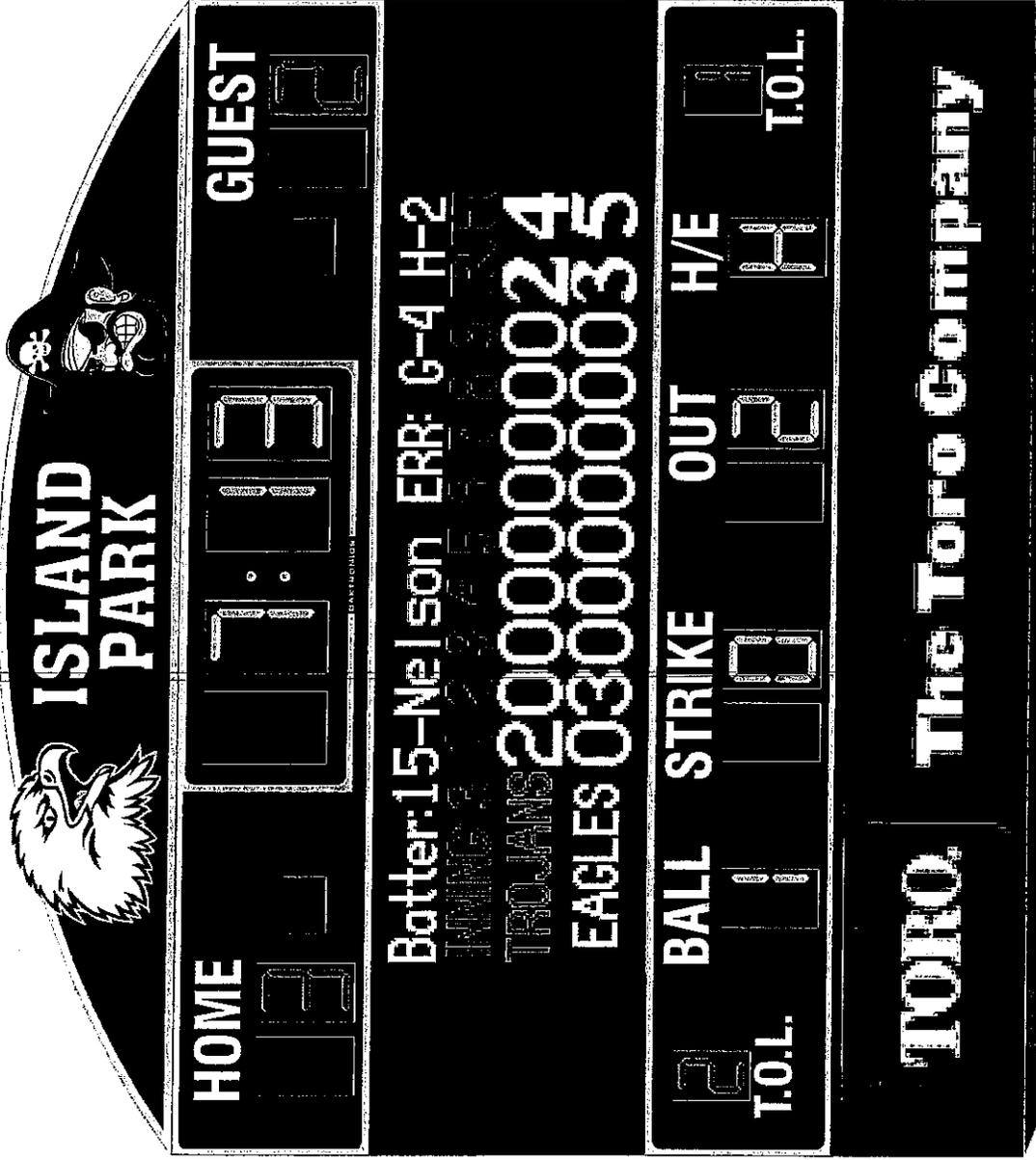
Scoreboard \$73,980

--Daktronics \$63,980
--Installation/GCC & poles 10,000*
--Project to be aided by multiple volunteers, plus a \$30,000 donation from Toro

Total value of all of the above: \$182,180.

Funded through countless generous donations of time and money.

* Cost of this item or service was offset by a cash or material donation by business/individual.



- Overall Dimensions
20'11" high x 25'0" wide
- Non-Backlit Dome
DA-1205-25
(above scoreboard)
4'0" high x 25'0" wide
- Baseball Scoreboard
FB-2021-AR (split)
4'0" high x 25'0" wide
- Daktronics Message Display
(below scoreboard)
AF-3500-80x256-20-RGB-SF
5'11" high x 17'2" wide
- Non-Backlit Filler Panels @2
(sides of message display)
5'11" high x 3'11" wide
- Baseball Scoreboard
FB-2021-AR (split)
4'0" high x 25'0" wide
- Non-Backlit Sponsor Panel
(below scoreboard)
3'0" high x 18'0" wide

ALL DIMENSIONS ARE APPROXIMATE

MEMORANDUM



CITY OF WINDOM
444 9th Street
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127
www.windom-mn.com

TO: City Council
FROM: City Administrator *Joan*
DATE: November 25, 2011
RE: Expanding Hours for On-Sale Liquor License Holders

A request has been made by a local on-sale licensee to amend City Code 5.52 "Hours and Days of Liquor Sales" to expand the hours liquor may be sold on-sale on December 24. The current City Code limits on-sale liquor sales to 8:00 o'clock P.M. on December 24. The following is the applicable section of City Code.

Section 5.52 Hours and Days of Liquor Sales

No on-sale of liquor shall be made between the hours of 1:00 o'clock A.M. and 8:00 o'clock A.M. on the days of Tuesday through Saturday, nor between 1:00 o'clock A.M. on Sunday and 8:00 o'clock A.M. on Monday, nor between the hours of 8:00 o'clock P.M. on December 24 and 8:00 o'clock A.M. on December 25.

Due to the timing of considering an ordinance revision to be effective in 2011 this issue is being placed on to the City Council agenda as a first reading. If approved, a second reading would be scheduled for consideration on December 20 with publication in the newspaper on December 21. If the hours for on-sale were amended the change would be the same for all holders of on-sale licenses.

A memorandum from the Police Department was requested by the Mayor. This memorandum is included in the Council packet for your information.

Staff has also discussed this issue with the licensee making the request and both parties are in agreement that a possible expansion of sale hours could be limited to no later than 11:59 P.M on December 24.



WINDOM POLICE DEPARTMENT

PO BOX 38, 444 NINTH STREET
WINDOM, MN 56101

Scott Peterson, Chief

PHONE: (507)831-6134 / FAX: (507)831-1957



November 25, 2011

Dear Mayor and City Council Members:

I was asked to provide the Windom Police Department's position on whether the city ordinance regarding on-sale liquor served on Christmas Eve should be changed or modified.

The police department's stance is that of neutral. At the present time, there is not enough information available to determine if this change would increase our workload or present public safety issues. If you have any questions or concerns that I could address, please contact me at 830-0512. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Scott Peterson".

Scott Peterson, Chief of Police

ORDINANCE NO. 137, 2ND SERIES

**AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA
AMENDING CITY CODE CHAPTER 5,
ENTITLED "ALCOHOLIC BEVERAGES LICENSING AND
REGULATION"**

**THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, DOES
ORDAIN:**

**SECTION 5.52 "HOURS AND DAYS OF LIQUOR SALES" IS HEREBY AMENDED TO
READ:**

No on-sales of liquor shall be made between the hours of 1:00 o'clock A.M. and 8:00 o'clock A.M. on the days of Tuesday through Saturday, nor between 1:00 o'clock A.M. on Sunday and 8:00 o'clock A.M. on Monday, nor between the hours of ~~11:59~~ o'clock P.M. on December 24 and 8:00 o'clock A.M. on December 25. Notwithstanding the preceding, a restaurant, club, bowling center or hotel with a valid Sunday on-sale intoxicating liquor license may sell intoxicating liquor for consumption on the premises in conjunction with the sale of food between the hours of 12:00 noon on Sunday and 1:00 a.m. on Monday, provided that the licensee is in conformance with the Minnesota Clean Air Act.

EFFECTIVE DATE OF ORDINANCE. This ordinance becomes effective from and after its passage and publication.

Adopted by the City Council of the City of Windom, Minnesota, this 20th day of December, 2011.

Kirby G. Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

1st Reading: December 6, 2011
2nd Reading: December 20, 2011
Adoption: December 20, 2011
Published: December 21, 2011

MEMORANDUM



CITY OF WINDOM
444 9th Street
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127
www.windom-mn.com

TO: City Council
FROM: Personnel Committee
DATE: November 25, 2011
RE: Proposed Labor Agreements for IBEW and LELS

The Personnel Committee has completed negotiations with both the International Brotherhood of Electrical Workers (IBEW) and Law Enforcement Labor Services (LELS) unions. Discussions with both unions were positive and productive. Attached are the proposed labor agreements with both unions.

Highlights

- Duration for both will be for 2012-2014 (3 year agreements).
- Both labor agreements call for a general wage increase of 1% per year.
- IBEW vacation language was changed to allow for additional carry-over of hours from year to year, but limits were placed on total accrual of hours and pay-outs upon separation of employment. This change to the IBEW agreement is consistent with the LELS agreement.
- Language was added to both agreements to reduce the amount the City pays toward VEBA contributions if the premiums go down.

The Personnel Committee is recommending approval of the labor agreements with IBEW and LELS as proposed.

LABOR AGREEMENT
BETWEEN
CITY OF WINDOM
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 949

JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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MASTER LABOR AGREEMENT
BETWEEN
CITY OF WINDOM
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 949

ARTICLE I - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the CITY OF WINDOM, hereinafter called the EMPLOYER, and I.B.E.W. LOCAL UNION 949, hereinafter called the UNION.

- 1.1 It is the intent and purpose of this AGREEMENT to:
 - 1.1.1 Establish an equitable and orderly procedure for the resolution of disputes concerning this AGREEMENT'S interpretation and application; and
 - 1.1.2 Place in written form the parties' agreement upon the rates of pay, hours of work and other terms and conditions of employment contained herein; and
 - 1.1.3 Promote harmonious relations between the EMPLOYER and the UNION.
- 1.2 The EMPLOYER and the UNION, through this AGREEMENT continue and pledge their dedication to the highest quality of public service.

ARTICLE II - RECOGNITION

2.1 The EMPLOYER recognized the UNION as the exclusive representative for:

"All employees of the City of Windom, Minnesota, who are public employees within the meaning of Minnesota Statutes, 179A.03, Subd. 14, excluding supervisory, confidential and all other employees."

2.2 "All other employees" as referred to in Section 2.1 includes essential employees and employees of the Windom City Hospital.

2.3 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

2.4 For the purposes of determining inclusion or exclusion of part-time employees whose job class falls within the definition of the unit, employees must work fourteen (14) or more hours in twenty-six (26) or more weeks per year.

ARTICLE III - DEFINITIONS

- 3.1 UNION: The International Brotherhood of Electrical Workers, Local Union 949.
- 3.2 UNION MEMBER: A member of I.B.E.W., Local Union 949.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit as described in ARTICLE II of this AGREEMENT.
- 3.4 REGULAR EMPLOYEE: An employee who has completed the required probationary period.
- 3.5 PROBATIONARY EMPLOYEE: An employee who has not completed the required probationary period.
- 3.6 EMPLOYER: The City of Windom
- 3.7 UNION OFFICER: Officer elected or appointed by I.B.E.W., Local Union 949.
- 3.8 BASE PAY RATE: The employee's hourly pay rate exclusive of any other special allowances.
- 3.9 WORK SHIFT: A work period including rest breaks and a lunch break.
- 3.10 REST BREAKS: A rest break shall consist of a fifteen (15) minute paid period.
- 3.11 LUNCH BREAKS: A lunch break shall consist of a sixty (60) minute unpaid period.
- 3.12 RETIREMENT: Shall mean a bona fide retirement as defined by the Minnesota Public Employees Retirement Association (PERA) or an employee's retirement age as defined by the federal Social Security Administration.

ARTICLE IV - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT it will not cause, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER as prohibited by Minnesota Statutes, chapter 179A.

ARTICLE V - EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to establish work schedules and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE VI - UNION SECURITY

- 6.1 Upon receipt of written notice from the UNION, the EMPLOYER agrees to deduct from the wages of employees who authorize such deduction in writing an amount to equal monthly UNION dues. Such monies shall be remitted to the designated officer of the UNION, together with a list of the names of the employees from whose wages deductions were made. Written notice of any change in monthly deductions will be submitted thirty (30) calendar days in advance by the UNION to the EMPLOYER.
- 6.2 The UNION may designate employees from the bargaining unit to act as Stewards and alternates and shall inform the EMPLOYER in writing of such notice and changes in the position of Stewards and/or alternates.
- 6.3 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgements brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.
- 6.4 UNION Stewards and representatives shall have access to the premises of the EMPLOYER with the prior approval of the EMPLOYER-designated representative at reasonable times and subject to reasonable rules to investigate and process grievances.

ARTICLE VII - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITIONS OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of the AGREEMENT.

7.2 UNION REPRESENTATIVES

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated as provided by 6.2 of this AGREEMENT.

7.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal work hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal work hours provided that the employee and the UNION representative have notified and received prior approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.4 PROCEDURE

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a grievance as defined in Section 7.1, shall, with the employee's UNION representative, present the grievance to the employee's supervisor as designated by the EMPLOYER within five (5) work days after such alleged violation has occurred. The employee's supervisor will discuss and provide an oral answer within five (5) workdays after receipt.

Step 2: In the event that the grievance is not resolved in Step 1, the UNION may present and discuss the written grievance to the EMPLOYER-designated Step 2 representative within five (5) work days of the Step 1 response or be considered waived. The written grievance must include the nature of the grievance, the facts on which it is based, the specific provision(s) of the AGREEMENT allegedly violated and the remedy sought. The EMPLOYER-designated representative shall provide a written response within twenty-one (21) work days after receipt of the Step 2 grievance.

Step 3: In the event that the grievance is not resolved in Step 2, the UNION may submit the grievance to the Minnesota Bureau of Mediation Services within five (5) work days of the Step 2 response or be considered waived. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within five (5) work days following the EMPLOYER-designated representative's final Step 3 answer.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the UNION may be submitted to arbitration by request for a list of arbitrators made within five (5) work days following the EMPLOYER-designated representative's final Step 3 answer. The request shall be

made to the Minnesota Bureau of Mediation Services which shall provide a list of arbitrators in accordance with its rules. The parties shall determine who strikes first by a flip of the coin with the loser striking first. The parties shall alternately strike names until one (1) name remains on the list. The arbitrator shall be notified of his/her selection by a letter from the parties.

7.5 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 WAIVER

If a grievance is not presented or appealed by the UNION within the time limits set forth above, the grievance shall be considered waived. The time limits as stated may be extended upon mutual agreement. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied and may proceed to the next step.

ARTICLE VIII - SAVINGS CLAUSE

In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of the AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE IX - DISCIPLINE

- 9.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) oral reprimand
 - b) written reprimand
 - c) suspension
 - d) demotion
 - e) discharge
- 9.2 Notice of suspensions, demotions and discharges will be in written form and will state the reasons for the action taken. The UNION shall be proved with the copy of such notice.
- 9.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices.
- 9.4 Employees will not be questioned concerning the investigation of events or circumstances which may lead to disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such meeting.
- 9.5 Prior to taking disciplinary action, if the EMPLOYER requires the employee to meet concerning possible disciplinary action, the employee will be given an opportunity to have a UNION representative present at such meeting.
- 9.6 Grievances relating to this Article shall be initiated by the UNION in Step 2 of the grievance procedure under ARTICLE VII.

ARTICLE X - WORK SCHEDULES

- 10.1 The sole authority in establishing work schedules is the EMPLOYER. The normal work year for full-time employees will be 2,080 hours and shall be accounted for by each employee through:
- a) hours worked on assigned shifts
 - b) assigned training hours
 - c) authorized paid leave time
- 10.2 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 10.3 Full-time employees who work an eight (8) hour day shall receive a rest break of fifteen (15) minutes in the morning and in the afternoon. Part-time employees who work less than an eight (8) hour day shall receive a fifteen (15) minute rest break during each four (4) hour period of work.
- 10.4 Full-time employees shall receive a one (1) hour lunch break during each eight (8) hour day.
- 10.5 The EMPLOYER will give no less than seven (7) calendar days of advance notice to the employees affected by a change in scheduled shifts and to the steward. In the event that work is required because of unusual or emergency circumstances such as, but not limited to, fire, flood, snow, sleet or breakdown of municipal equipment or facilities, no advance notice need be given.
- 10.6 The normal work day for a full-time employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday.
- 10.7 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal or annual basis other than the normal work day.
- 10.7.1 The normal work day and work week for Electric Distribution, CATV and City Hall Administration Departments currently are 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch and a fifteen (15) minute break during each morning and each afternoon Monday through Friday.
 - 10.7.2 The normal work day and work week for the Water and Waste Water Department and Park and Street Department currently are 7:00 a.m. to 4:00 p.m. with one (1) hour for lunch and a fifteen (15) minute break during each morning and each afternoon Monday through Friday.
 - 10.7.3 The normal work day and work week for the Arena Department are based on service needs and currently vary Monday through Sunday to provide the required coverage. Work shifts currently include one (1) hour for lunch and breaks as scheduled.
 - 10.7.4 The normal workday and work week for the Municipal Liquor Store Department are based on service needs and currently vary between the hours of 9:00 a.m. to 10:00 p.m. Monday through Saturday to provide the required coverage. Work shifts currently include one (1) hour for lunch and breaks as scheduled.
- 10.8 Service to the public may require the establishment of regular work weeks during which work is scheduled on Saturdays and/or Sundays.

10.9 The normal work day and the normal work week for part-time employees will be scheduled by the EMPLOYER in accordance with service needs.

ARTICLE XI - OVERTIME

- 11.1 Regular, full-time employees will be compensated at one-and-one-half (1-1/2) times the employee's regular base pay rate for hours worked in excess of forty (40) hours in a seven (7) day period. Changes of shifts do not qualify an employee for overtime under this Article.
- 11.2 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 11.3 Overtime will be calculated to the nearest fifteen (15) minutes.
- 11.4 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 11.5 At the discretion of the EMPLOYER-designated representative, employees may be paid for overtime worked in accordance with Section 11.1 or be allowed to use compensatory time off in accordance with Section 11.1. Accrual and use of compensatory time off shall be subject to the prior approval of the EMPLOYER and accrual shall not exceed forty (40) hours without EMPLOYER or EMPLOYER-designated representative approval.
- 11.6 Employees at the Community Center will be compensated at one-and one-half (1-1/2) times the employee's regular base rate for any shift exceeding eight (8) hours.

ARTICLE XII - SENIORITY

- 12.1 Seniority rosters shall be maintained by the EMPLOYER as follows:
 - 12.1.1 EMPLOYER seniority will be determined by the employee's length of continuous service with the City of Windom.
 - 12.1.2 Bargaining unit seniority will be determined by the employee's length of continuous service in all positions covered by this AGREEMENT.
 - 12.1.3 Job classification seniority will be determined by the employee's length of continuous service in a position covered by this AGREEMENT.
- 12.2 The EMPLOYER will provide the UNION with an updated seniority roster annually.
- 12.3 Employees who separate from employment shall lose their seniority except when such separation is due to lay-off. An employee shall be considered separated from employment in cases of: resignation, retirement, discharge and unauthorized absence for a period of three (3) or more consecutive work days.
- 12.4 An employee who is rehired following separation from employment shall be considered a new employee for purposes of seniority.
- 12.5 An employee who has been suspended without pay for thirty (30) or more work days shall have his/her seniority date reduced by the number of work days on suspension without pay. An employee who has been found to have been suspended without pay or discharged without cause shall have his/her seniority reinstated.
- 12.6 An employee who has completed the probationary period shall have his/her seniority dates established retroactively.
- 12.7 An employee who is injured while on duty shall retain and continue to accrue seniority while on paid or unpaid approved leave of absence due to such injury. For purposes of progression through the wage schedule, unpaid approved leaves of absence shall not be credited and the employee's anniversary review date shall be set forward by the amount of time on unpaid leave of absence. When an employee who has been injured on duty returns to work, he/she shall be credited with seniority accrued while on paid or unpaid approved leave of absence due to such injury.

ARTICLE XIII - LAY OFF AND RECALL

- 13.1 The EMPLOYER shall be the sole authority in determining which job classification(s) and department(s) are to be affected by a lay off. Employees shall be laid off on the basis of job classification and seniority only when the job relevant qualification factors between employees are equal. In case job classification seniority between two (2) employees is equal, employer seniority shall prevail.
- 13.2 Employees laid off by the EMPLOYER shall retain recall rights for a period of twelve (12) months from the date of layoff. If an opening occurs in the job classification from which the employee was laid off within the twelve (12) month recall period, the employee with greater job classification seniority will be recalled to fill that position provided that at the time of recall, the employee has maintained the job-relevant qualifications required by the EMPLOYER. It shall be the employee's responsibility to keep the EMPLOYER informed of the employee's current address. The EMPLOYER shall notify employees on layoff to return to work by certified mail. The employee must return to work within two (2) weeks of receipt of this notification to be eligible for re-employment. If the EMPLOYER does not receive confirmation of receipt of this notice within thirty (30) calendar days of sending it by certified mail, the EMPLOYER may fill the vacant position to which the employee was recalled and the employee loses recall rights to that position.

ARTICLE XIV - PROBATIONARY PERIOD

- 14.1 The probationary period for a newly hired or promoted full-time employee shall extend six (6) months from the date of hire or promotion.
- 14.2 The probationary period for a newly hired or promoted part-time employee shall extend one thousand and forty (1,040) hours from the date of hire or promotion.
- 14.3 A probationary full-time employee shall accrue vacation and sick leave beginning the date of hire. Earned sick leave and the floating holiday may not be used by a newly hired probationary employee until after completion of the probationary period. Earned vacation may not be used by a newly hired probationary employee until after completion of the probationary period.
- 14.4 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period, a promoted or transferred employee may be replaced in the position previously held at the discretion of the EMPLOYER. A promoted or transferred employee may elect to return to the position previously held within thirty (30) calendar days of transfer or promotion.

ARTICLE XV - JOB POSTING

- 15.1 Job vacancies within the designated bargaining unit will be posted for five (5) work days prior to the filling of such vacancies.
- 15.2 EMPLOYER seniority will be the determining criterion for transfers and promotions within the bargaining unit only when the job-relevant qualification factors between employees are equal as determined by the EMPLOYER.
- 15.3 To be considered for a job vacancy, an employee must:
 - 15.3.1 apply for the job opening in the manner specified in the job posting
 - 15.3.2 meet the job-relevant qualifications and other conditions of employment for the job classification as determined by the EMPLOYER.
 - 15.3.3 be performing satisfactorily in the employee's current position as determined by the EMPLOYER.
- 15.4 Employees shall be promoted or transferred on the basis of job-relevant qualifications as determined by the EMPLOYER and seniority. In the event that the job-relevant qualifications of employees are equal as determined by the EMPLOYER, bargaining unit seniority shall prevail.
- 15.5 An employee who is promoted or transferred shall be subject to the conditions of ARTICLE XIV- PROBATIONARY PERIOD.
- 15.6 EMPLOYER seniority will be the determining criterion for transfers and promotions within the bargaining unit only when the job-relevant qualification factors between employees are equal as determined by the EMPLOYER.

ARTICLE XVI - HOLIDAYS

16.1 Full-time employees shall be compensated for the following holidays which shall consist of eight (8) hours except as otherwise noted:

New Year's Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	
Martin Luther King Day	One (1) Floating Holiday

16.2 In the event that an eight (8) hour holiday falls on a Sunday, the following Monday shall be observed as the holiday. In the event that an eight (8) hour holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. In the event that Christmas falls on a Saturday, the preceding Friday shall be observed as the Christmas holiday and the preceding Thursday shall be observed as the Christmas Eve holiday. In the event that Christmas falls on a Sunday, the following Monday shall be observed as the Christmas holiday and the preceding Friday shall be observed as Christmas Eve. In the event Christmas falls on a Monday, the preceding Friday will be observed as the Christmas Eve holiday.

16.3 Employees shall be required to work their last regularly scheduled work day prior to the holiday and their next regularly scheduled work day following the holiday in order to receive holiday pay unless the employee has an approved absence due to illness or injury or is on approved vacation leave.

16.4 The floating holiday will be scheduled with the prior approval of the EMPLOYER-designated representative. If the floating holiday is not utilized by an employee prior to the employee's termination from employment, the employee will not be paid for it. Floating holiday shall not be carried over from one calendar year to the next if not used by the employee in the year it was earned. To be eligible for the floating holiday, a newly hired employee must have completed the probationary period.

16.5 An employee who is required by the EMPLOYER to work on a designated holiday will be paid at the rate of one and one-half (1-1/2) times the employee's base pay rate for actual hours worked. The employee will also receive pay for the holiday in accordance with Section 16.1 at the employee's base pay rate.

ARTICLE XVII – VACATION

17.1 For employees hired prior to December 31, 2008, the vacation accrual rate will change on January 1 of each year based on the number of years of service according to the schedule herein. The vacation accrual rate for employees hired after December 31, 2008 will change annually upon the anniversary of their hire date according to the schedule herein.

- Starting in 2012 the maximum vacation that may be carried over and/or accrued at any time is limited to 200 hours. Upon separation by resignation, death, serious illness or retirement the maximum pay out of vacation time shall be 80 hours.

NOTE : Employees reaching the maximum accrual level of 200 hours at any time within the term of this agreement shall not accrue or have credited to their account any additional vacation time until their vacation balance is under the maximum allowed herein.

Vacation may be used as it is accrued, but not in anticipation of accruals. No vacation may be used before completion of the probationary period.

Regular, full-time employees shall accumulate paid vacation in accordance with the following schedule based on completion of years of continuous service:

<u>YEARS OF CONTINUOUS SERVICE COMPLETED</u>	<u>HOURS OF VACATION</u>
1 Year	40 hours (3.33 hrs per month)
2 Years	80 hours (6.67 hrs per month)
5 Years	120 hours (10.00 hrs per month)
8 Years	128 hours (10.67 hrs per month)
9 Years	136 hours (11.33 hrs per month)
10 Years	144 hours (12.00 hrs per month)
11 years	152 hours (12.67 hrs per month)
12 Years	160 hours (13.33 hrs per month)
13 years	168 hours (14.00 hrs per month)
14 Years	176 hours (14.67 hrs per month)
15 Years	184 hours (15.33 hrs per month)
16 Years	192 hours (16.00 hrs per month)
17 years	200 hours (16.67 hrs per month)

- 17.2 Part-time employees who are regularly scheduled to work forty (40) hours or more in a payroll period shall accumulate paid vacation on a pro-rata basis in accordance with the accrual schedule established in Section 17.1.
- 17.3 Time on suspension without pay, unpaid leave of absence or lay off shall not be counted in accruing vacation.
- 17.4 Vacation shall be used in the year following the year in which it was accrued. No vacation may be used before completion of an employee's probationary period.
- 17.5 The times during which vacation may be used must be approved in advance by the Department Head or designee. Scheduled vacations are subject to postponement by the EMPLOYER or EMPLOYER-designated representative in case of emergency.
- 17.6 In determining vacation schedules, the Department Head shall consider the following:
- 17.6.1 First, the service needs of the EMPLOYER.
- 17.6.2 Second, the wishes of the employees in regard to vacation dates and preference for vacation periods for the coming calendar year.

- 17.7 Preference for vacation periods for the coming year shall be made known to the EMPLOYER or the EMPLOYER-designated representative before May 1 of each calendar year. In the case of conflict for a preferred vacation period(s), the employee with greater EMPLOYER seniority will be given preference. After May 1, vacation scheduling will be on a "first come, first served" basis.
- 17.8 Split vacations may be taken at the discretion of the Department Head.
- 17.9 Vacation time shall be forfeited if not used by the end of the year in which it was to be taken except as provided herein. Vacation to a maximum of eighty (80) hours per year may be carried over into the following calendar year only with the prior approval of the Department Head. Under no circumstances may an employee waive vacation right for the purpose of earning double pay.
- 17.10 Cash payment subject to the approval of the EMPLOYER may be made to the employee or the employee's estate for accrued unused vacation only in the event of the employee's separation from employment due to sickness, injury or death.
- 17.11 Employees who have completed a minimum of one (1) year of continuous service and who resign in good standing with two (2) weeks of advance notice shall be compensated for vacation benefits earned and not used at the time of separation. Accrued, unused vacation leave shall be calculated to the nearest hour per month at the employee's base pay rate which is in effect at the time of termination. Credit for the month in which the employee leaves will be given only when the employee is on paid status through the fifteenth of that month.
- 17.12 When a holiday as designated in ARTICLE XVI - HOLIDAYS Section 16.1 (except for the floating holiday) occurs during an employee's vacation, the employee shall be allowed to schedule an additional work day off with pay with the prior approval of the Department Head.

ARTICLE XVIII - SICK LEAVE

- 18.1 Regular, full-time employees shall earn sick leave at the rate of eight (8) hours per month to a maximum of one thousand (1000) hours.
- 18.2 Employees who are employed before the fifteenth of the month shall accrue eight (8) hours of sick leave for that month. Employees hired after the fifteenth of the month shall not accrue sick leave until the following month.
- 18.3 Employees who are granted a leave of absence with pay shall continue to earn sick leave at the regular prescribed rate. Sick leave cannot be earned for leaves without pay except when required in accordance with state and federal laws for military leave.
- 18.4 Paid sick leave may be granted only if it has been earned and it shall be deducted from accrued sick leave in hourly increments. Any fraction of an hour of sick leave expended shall be considered as a whole hour of sick leave over the term of the sick leave or recuperation period.
- 18.5 To be eligible for sick leave payment, an employee must notify the EMPLOYER-designated representative as soon as possible in order to enable the EMPLOYER to plan to meet service needs. The employee must keep the EMPLOYER-designated representative informed of the approximate date of the employee's return to work.
- 18.6 Sick leave may be utilized by an employee when the employee is incapacitated due to sickness or injuries. Employees may also use sick leave for the illness of their children for such reasonable periods as the employee's attendance with the child may be necessary.
- 18.7 No sick leave will be allowed for time off due to an injury incurred while working for another employer.
- 18.8 Sick leave usage shall be subject to approval and verification by the EMPLOYER.
- 18.9 In case of serious illness or death of a member of the employee's immediate family, the amount of sick leave which may be granted will be up to a maximum of five (5) work days or forty (40) duty hours per occasion. This maximum shall not apply to the illness of an employee's child or stepchild. The employee is required to provide notice of sick leave to the EMPLOYER-designated representative as soon as possible and must keep that representative informed of the date that the employee expects to return to work.
- 18.10 The term "immediate family" shall include; the employee's spouse, parents, siblings, children, step-children, grandchildren, and spouse's parents.

ARTICLE XIX - JURY DUTY

- 19.1 An employee absent from work because of jury service shall be paid his or her regular base salary by the EMPLOYER with the understanding that at the completion of the jury service, the employee shall present the check for such jury service to the EMPLOYER. The EMPLOYER shall reimburse the employee for mileage and any other expenses which have been included in the check for jury service.
- 19.2 An employee shall notify the EMPLOYER-designated representative in advance of the required reporting time for jury service.
- 19.3 An employee who is excused from jury service prior to the end of the employee's duty shall return to work.
- 19.4 In the event that an employee leaves the City's employment prior to completion of jury service, the EMPLOYER shall deduct the appropriate amount of reimbursement which the employee is owed for jury service from the employee's final paycheck and benefits.

ARTICLE XX - SEVERANCE PAY

20.1 A regular, full-time employee who is separated from employment due to retirement or death shall receive severance in an amount to be calculated at the employee's base pay rate upon retirement or death for fifty percent (50%) of the employee's accrued, unused sick leave to a maximum of five hundred (500) hours.

20.2 All employees who qualify for a Severance Benefit under Article XX Section 20.01 of the Labor Agreement shall have the full amount of said accumulated sick leave as defined in Article XX Section 20.01, remitted by the employer to the Minnesota State Retirement System to be deposited to the Post Retirement Health Care Savings Plan for the employee as authorized and governed by Minnesota Statute Section 352.98. The employee will not have the option of receiving these funds in cash or having them applied for any purpose other than as stated above.

No Employer contribution shall be made to the said plan, and the Employer shall have no responsibility or liability for management or disbursement of any funds remitted to the Plan.

20.3 Upon retirement employees may continue to participate in the existing group health insurance program offered by the Employer for a term equal to that allowed under the federal COBRA laws.

ARTICLE XXI - CALL BACK

- 21.1 An employee who is called back to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate.
- 21.2 An employee on call back is considered to be on duty for the full two (2) hours. Additional call backs received within the same two (2) hour call back period do not qualify for additional call back pay.
- 21.3 Language in Section 21.1 will apply to the Street Department.

ARTICLE XXII - STANDBY

- 22.1 An employee who is scheduled to stand by during the employee's scheduled off-duty time shall be compensated for ten (10) hours at one and one-half (1-1/2) times the employee's regular base pay rate for each seven (7) calendar day period during which the employee is on standby status.
- 22.2 Employees in the Water/Wastewater Department who are assigned by the EMPLOYER to perform duties to monitor the Water/Wastewater system shall receive an additional two (2) hours of pay at one and one-half (1-1/2) times the employee's regular base pay rate and the following Friday off with pay for each week they are on standby status.

ARTICLE XXIII - MILITARY LEAVE OF ABSENCE

Military leaves of absence will be administered in accordance with applicable laws.

ARTICLE XXIV – WORKERS’ COMPENSATION SUPPLEMENT

- 24.1 An employee who is injured in the performance of the employee's job duties and who is eligible to receive Workers' Compensation benefits may at the employee's discretion receive a supplement to the Workers' Compensation benefit as follows:
- 24.1.1 The employee shall retain the Workers' Compensation benefits and shall receive from the EMPLOYER a supplement to be deducted from earned accrued sick leave, earned accrued vacation leave and accrued compensatory time off provided that the employee has such leave available.
 - 24.1.2 The amount to be deducted from the employee's earned accrued sick leave, earned accrued vacation leave and accrued compensatory time shall be the difference between the Workers' Compensation benefits and compensation for the employee's normal work day or work week.
 - 24.1.3 Under no circumstances shall an employee who receives Workers' Compensation benefits and the supplement noted in Section 24.1.1 and 24.1.2 receive compensation which is in excess of the employee's normal work day or normal work week.
- 24.2 An employee may at the employee's discretion receive the supplement noted in Section 24.1.1 and 24.1.2 as deducted from the employee's earned accrued sick leave, earned accrued vacation leave and accrued compensatory time off until sick leave is exhausted. At such time, the supplement shall cease and the employee shall receive only the Workers' Compensation benefits.

ARTICLE XXV - INSURANCE

- 25.1 The EMPLOYER will pay 75% of the premium cost for group health insurance for each full-time employee who selects either single or family coverage. The employee will pay the remaining 25% of the premium cost.
- 25.2 It is understood that the EMPLOYER'S only obligation is to pay the EMPLOYER contribution for group insurance premiums as agreed to herein. The EMPLOYER is not liable for claims as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE XXVI - RIGHT OF SUBCONTRACT

- 26.1 Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.
- 26.2 The EMPLOYER will provide the UNION with an opportunity to meet and confer as defined by M.S. 179A.01, Subd. 10 prior to subcontracting.

ARTICLE XXVII - RESIGNATION

- 27.1 Two (2) weeks of prior notice shall constitute proper notice for an employee who is planning to resign in good standing.
- 27.2 Employees who leave without notice as provided herein shall forfeit any accumulated leave time they may have earned and shall be entitled to no other compensation other than the regular salary due on the date last worked.

ARTICLE XXVIII - WAIVER

- 28.1 Any and all prior agreements, resolutions, practices, rules and regulations regarding terms and conditions of employment, to the extent consistent with the provisions of this AGREEMENT, are hereby superseded.
- 28.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in the AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered in this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE XXIX - SAFETY

The EMPLOYER will provide all initial and replacement flame retardant clothing as required by the City. Replacement clothing is subject to Department Head approval.

Safety shoes are required to be worn as personal protective equipment while on duty in the Water, Wastewater, Electric, Street & Parks and Telecommunications Departments. Safety shoes shall meet OSHA standards. The City will reimburse employees up to \$50.00 annually for the purchase of OSHA approved safety shoes.

ARTICLE XXX - DURATION

This AGREEMENT shall be effective as of January 1, 2012, and shall remain in full force and effect until December 31, 2014.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____.

FOR THE CITY OF WINDOM:

FOR THE UNION:

APPENDIX E

NOTES REGARDING WAGE SCHEDULES

- A. The preceding wage schedules for 2012, 2013 and 2014 shall not constrain the EMPLOYER from hiring an employee at any step in the schedule.
- B. Temporary employees employed for no more than 960 hours per calendar year either in a full-time or part-time capacity will be paid at an hourly rate as determined by the EMPLOYER for the term of their employment. Such employees will not be eligible for any rights or benefits under this AGREEMENT including ARTICLE VII-EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE.
- C. Progression through the step schedule on January 1 of each calendar year shall require satisfactory performance as determined by the EMPLOYER, but nothing will prevent accelerated movement throughout the step schedule at the discretion of the EMPLOYER. Part-time employees included in the bargaining unit in accordance with ARTICLE II - RECOGNITION shall be eligible for step increases on a calendar year basis.
- D. Pay for licenses for Water Department employees shall be as follows for 2012, 2013 and 2014:
 - \$105.00 per month for Class B License (.61/hr)
 - \$ 55.00 per month for Class C License (.32/hr.)
 - \$ 25.00 per month for Class D License (.14/hr)

Compensation for licenses for water\wastewater department employees may be for either or both water and wastewater licenses, if dual licenses are held by the same employee. The purpose of this is to promote cross-training and certifications. Employees will be paid for the highest license held by that employee in each area (water and\or wastewater), but pay shall not be compounded or pyramided (e.g. pay for the D + C + B licenses with in water or wastewater):

MEMORANDUM OF UNDERSTANDING

**Between the City of Windom and
International Brotherhood of Electrical Workers
Local #949
For Adoption of the Health Reimbursement
Arrangement for Active Employees**

WHEREAS, The City of Windom (the CITY) and the International Brotherhood of Electrical Workers (IBEW) Local 949 (the UNION), have negotiated a 2005 Collective Bargaining Agreement; and

WHEREAS, the CITY has requested the UNION consider adoption of a Health Reimbursement Arrangement for Active Employees in the bargaining unit.

NOW THEREFORE BE IT RESOLVED, the CITY and the UNION hereby mutually agree to change ARTICLE XXV-INSURANCES to read as follows:

Establishment of VEBA with Health Reimbursement Arrangement for Active Employees

25.1 **Establishment of VEBA:** Effective January 1, 2005, the CITY shall adopt the Minnesota Service Cooperatives VEBA Plan and the Employee Benefits Trust Agreement for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. The CITY and employees assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code. It is further intended that the benefits offered through the VEBA Plan and Trust satisfy the requirement of Revenue Ruling 2202-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002)

25.2 **Benefits provided through the VEBA.** The CITY shall provide the following welfare benefit arrangement through the VEBA Plan:

The Health Reimbursement Arrangement for Active Employees.

25.3 **Payment of Fees.** The CITY will pay for annual enrollment fees for active employees enrolling in the VEBA and/or Section 125 Plans, and for administrative fees allocable to individual accounts of active employees. Investment fees allocable to individual accounts of active employees shall be paid from the account. Administrative and investment fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative and investment fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

25.4 **City Contributions to the Health Reimbursement Arrangement for Active Employees:**

A. **Contributions to the Active Employees' Plan:** The CITY will make a monthly contribution to the individual accounts under the Health Reimbursement Arrangements for Active Employees for qualifying employees who are members of this Collective Bargaining Agreement in accordance with the following schedule:

\$76.00 for each qualified employee who elects single coverage under the group health plan described in 19.4B; and

\$142.00 for each qualified employee who elects family coverage under the group health plan described in 19.4B.

In 2005 only, the July through December monthly contributions will be made to individual accounts in January 2005. The January through June monthly contributions will be made to individual accounts beginning in January of 2005.

- B. **High Deductible Group Health Plan:** The CITY shall make available the high deductible group health plan described as Plan #830 in the summary attached hereto. With respect to qualifying employees who are members of this Collective Bargaining Agreement, starting 2005 the CITY shall contribute an amount of \$209 towards the monthly premium cost for single group health coverage, and \$594 towards the monthly premium cost for family group health coverage. The qualifying employees will contribute \$88.50 toward the monthly premium cost for single group health coverage, or \$200 toward the monthly premium cost for family group health coverage.

For coverage years subsequent to 2005, the CITY and each qualified employee will increase its' contributions equivalent to the percent increase in insurance premiums. In the event of a premium decrease, the amount of the decrease will be applied the amount of premium paid proportionally to the City (75%) and Employee (25%).

- C. **Grants:** The City agrees to pass through each individual employee's account, unit incentive program grants received from the SW\WC.
- 25.5 Full-time regular employees will be eligible to participate in the City's insurance program. All seasonal, temporary and intermittent employees and regular part-time employees will not qualify for insurance coverage.
- 25.6 It is understood that the Employer's only obligation is to pay the Employer's contribution for group insurance premiums as agreed to herein. The Employer is not liable for claims as a result of a denial of insurance benefits by an insurance carrier.
- 25.7 The City shall pay the premium for PERA Life Insurance.

All remaining terms and conditions of the 2005 Collective Bargaining Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed this _____ day of _____, 2011.

CITY OF WINDOM

IBEW LOCAL #949

BY: _____
Kirby Kruse, Mayor

BY: _____
IBEW Representative

BY: _____
Steven Nasby, City Administrator

Grade	2012		2013		2014		2012		2013		2014		2012		2013		2014	
	Step 1	1% Gen Wage	1% Gen Wage	1% Gen Wage	Step 2	1% Gen Wage	1% Gen Wage	1% Gen Wage	Step 3	1% Gen Wage	1% Gen Wage	1% Gen Wage	1% Gen Wage	Step 4	1% Gen Wage	1% Gen Wage	1% Gen Wage	1% Gen Wage
1		\$ 11.14	\$ 11.26	\$ 11.37		\$ 11.43	\$ 11.54	\$ 11.66		\$ 11.72	\$ 11.84	\$ 11.96		\$ 11.99	\$ 12.11	\$ 12.23		
2		\$ 11.80	\$ 11.92	\$ 12.04		\$ 12.07	\$ 12.19	\$ 12.31		\$ 12.36	\$ 12.49	\$ 12.61		\$ 12.68	\$ 12.81	\$ 12.94		
3		\$ 12.45	\$ 12.57	\$ 12.70		\$ 12.74	\$ 12.87	\$ 13.00		\$ 13.04	\$ 13.17	\$ 13.30		\$ 13.56	\$ 13.69	\$ 13.83		
4		\$ 13.07	\$ 13.20	\$ 13.33		\$ 13.37	\$ 13.51	\$ 13.64		\$ 13.73	\$ 13.87	\$ 14.01		\$ 14.05	\$ 14.19	\$ 14.33		
5		\$ 13.73	\$ 13.87	\$ 14.01		\$ 14.05	\$ 14.19	\$ 14.33		\$ 14.40	\$ 14.55	\$ 14.69		\$ 14.73	\$ 14.88	\$ 15.03		
6		\$ 14.66	\$ 14.81	\$ 14.96		\$ 14.70	\$ 14.85	\$ 15.00		\$ 15.05	\$ 15.20	\$ 15.35		\$ 15.41	\$ 15.57	\$ 15.72		
7		\$ 14.98	\$ 15.13	\$ 15.29		\$ 15.36	\$ 15.51	\$ 15.67		\$ 15.71	\$ 15.87	\$ 16.03		\$ 16.12	\$ 16.28	\$ 16.44		
8		\$ 15.63	\$ 15.79	\$ 15.95		\$ 16.00	\$ 16.16	\$ 16.33		\$ 16.41	\$ 16.57	\$ 16.74		\$ 16.80	\$ 16.96	\$ 17.13		
9		\$ 16.26	\$ 16.43	\$ 16.59		\$ 16.67	\$ 16.84	\$ 17.01		\$ 17.08	\$ 17.25	\$ 17.42		\$ 17.47	\$ 17.65	\$ 17.82		
10		\$ 16.91	\$ 17.08	\$ 17.25		\$ 17.32	\$ 17.50	\$ 17.66		\$ 17.73	\$ 17.91	\$ 18.09		\$ 18.17	\$ 18.35	\$ 18.53		
11		\$ 17.55	\$ 17.73	\$ 17.91		\$ 17.98	\$ 18.16	\$ 18.34		\$ 18.40	\$ 18.58	\$ 18.77		\$ 18.85	\$ 19.03	\$ 19.22		
12		\$ 18.18	\$ 18.36	\$ 18.54		\$ 18.63	\$ 18.82	\$ 19.01		\$ 19.07	\$ 19.27	\$ 19.46		\$ 19.53	\$ 19.73	\$ 19.92		
13		\$ 18.83	\$ 19.02	\$ 19.21		\$ 19.30	\$ 19.50	\$ 19.69		\$ 19.74	\$ 19.94	\$ 20.14		\$ 20.23	\$ 20.43	\$ 20.64		
14		\$ 19.47	\$ 19.66	\$ 19.86		\$ 19.94	\$ 20.14	\$ 20.34		\$ 20.44	\$ 20.64	\$ 20.85		\$ 20.92	\$ 21.13	\$ 21.34		
15		\$ 20.10	\$ 20.31	\$ 20.51		\$ 20.58	\$ 20.79	\$ 21.00		\$ 21.07	\$ 21.28	\$ 21.50		\$ 21.60	\$ 21.82	\$ 22.04		
16		\$ 20.74	\$ 20.95	\$ 21.16		\$ 21.25	\$ 21.46	\$ 21.68		\$ 21.75	\$ 21.97	\$ 22.19		\$ 22.28	\$ 22.50	\$ 22.73		
17		\$ 21.37	\$ 21.59	\$ 21.80		\$ 21.89	\$ 22.11	\$ 22.33		\$ 22.43	\$ 22.65	\$ 22.88		\$ 22.96	\$ 23.19	\$ 23.42		
18		\$ 22.03	\$ 22.25	\$ 22.47		\$ 22.51	\$ 22.80	\$ 23.02		\$ 23.09	\$ 23.32	\$ 23.56		\$ 23.66	\$ 23.90	\$ 24.14		
19		\$ 22.65	\$ 22.88	\$ 23.11		\$ 23.21	\$ 23.44	\$ 23.67		\$ 23.75	\$ 23.99	\$ 24.23		\$ 24.35	\$ 24.59	\$ 24.84		
20		\$ 23.32	\$ 23.55	\$ 23.79		\$ 23.85	\$ 24.09	\$ 24.33		\$ 24.43	\$ 24.68	\$ 24.92		\$ 25.04	\$ 25.29	\$ 25.54		
21		\$ 27.39	\$ 27.66	\$ 27.94		\$ 28.03	\$ 28.31	\$ 28.60		\$ 28.70	\$ 28.99	\$ 29.28		\$ 29.41	\$ 29.70	\$ 30.00		

12-2-11
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 Pending Rounding Adjustments

Grade	2012		2013		2014		2012		2013		2014		2012		2013		2014		
	Step 5	1% Gen Wage	1% Gen Wage	1% Gen Wage	Step 6	1% Gen Wage	1% Gen Wage	Step 7	1% Gen Wage	1% Gen Wage	Step 8	1% Gen Wage	1% Gen Wage	Step 8	1% Gen Wage	1% Gen Wage	Step 8	1% Gen Wage	
1		\$ 12.27	\$ 12.39	\$ 12.52		\$ 12.58	\$ 12.71	\$ 12.84		\$ 12.86	\$ 12.99	\$ 13.12		\$ 13.21	\$ 13.34	\$ 13.47		\$ 13.34	\$ 13.47
2		\$ 12.99	\$ 13.12	\$ 13.25		\$ 13.29	\$ 13.42	\$ 13.56		\$ 13.61	\$ 13.75	\$ 13.89		\$ 13.94	\$ 14.08	\$ 14.22		\$ 14.08	\$ 14.22
3		\$ 13.69	\$ 13.83	\$ 13.97		\$ 14.03	\$ 14.17	\$ 14.31		\$ 14.34	\$ 14.48	\$ 14.63		\$ 14.70	\$ 14.85	\$ 15.00		\$ 14.85	\$ 15.00
4		\$ 14.40	\$ 14.55	\$ 14.69		\$ 14.73	\$ 14.88	\$ 15.03		\$ 15.11	\$ 15.26	\$ 15.41		\$ 15.44	\$ 15.60	\$ 15.75		\$ 15.60	\$ 15.75
5		\$ 15.11	\$ 15.26	\$ 15.41		\$ 15.44	\$ 15.60	\$ 15.75		\$ 15.83	\$ 15.99	\$ 16.15		\$ 16.20	\$ 16.36	\$ 16.53		\$ 16.36	\$ 16.53
6		\$ 15.77	\$ 15.93	\$ 16.09		\$ 16.17	\$ 16.33	\$ 16.50		\$ 16.56	\$ 16.73	\$ 16.90		\$ 16.96	\$ 17.13	\$ 17.30		\$ 17.13	\$ 17.30
7		\$ 16.49	\$ 16.66	\$ 16.83		\$ 16.89	\$ 17.06	\$ 17.23		\$ 17.29	\$ 17.47	\$ 17.64		\$ 17.71	\$ 17.89	\$ 18.07		\$ 17.89	\$ 18.07
8		\$ 17.20	\$ 17.37	\$ 17.55		\$ 17.61	\$ 17.79	\$ 17.97		\$ 18.04	\$ 18.22	\$ 18.41		\$ 18.48	\$ 18.67	\$ 18.85		\$ 18.67	\$ 18.85
9		\$ 17.89	\$ 18.07	\$ 18.25		\$ 18.34	\$ 18.52	\$ 18.71		\$ 18.77	\$ 18.96	\$ 19.15		\$ 19.22	\$ 19.41	\$ 19.61		\$ 19.41	\$ 19.61
10		\$ 18.61	\$ 18.80	\$ 18.99		\$ 19.05	\$ 19.24	\$ 19.44		\$ 19.51	\$ 19.71	\$ 19.91		\$ 19.98	\$ 20.18	\$ 20.38		\$ 20.18	\$ 20.38
11		\$ 19.31	\$ 19.51	\$ 19.70		\$ 19.77	\$ 19.97	\$ 20.17		\$ 20.24	\$ 20.44	\$ 20.65		\$ 20.77	\$ 20.98	\$ 21.19		\$ 20.98	\$ 21.19
12		\$ 20.01	\$ 20.21	\$ 20.41		\$ 20.49	\$ 20.69	\$ 20.90		\$ 20.99	\$ 21.20	\$ 21.41		\$ 21.49	\$ 21.70	\$ 21.92		\$ 21.70	\$ 21.92
13		\$ 20.71	\$ 20.92	\$ 21.13		\$ 21.23	\$ 21.44	\$ 21.66		\$ 21.73	\$ 21.95	\$ 22.17		\$ 22.25	\$ 22.47	\$ 22.70		\$ 22.47	\$ 22.70
14		\$ 21.42	\$ 21.63	\$ 21.85		\$ 21.94	\$ 22.16	\$ 22.38		\$ 22.47	\$ 22.69	\$ 22.92		\$ 23.00	\$ 23.23	\$ 23.46		\$ 23.23	\$ 23.46
15		\$ 22.12	\$ 22.34	\$ 22.57		\$ 22.65	\$ 22.88	\$ 23.11		\$ 23.20	\$ 23.43	\$ 23.66		\$ 23.75	\$ 23.98	\$ 24.22		\$ 23.98	\$ 24.22
16		\$ 22.83	\$ 23.06	\$ 23.29		\$ 23.37	\$ 23.61	\$ 23.84		\$ 23.93	\$ 24.17	\$ 24.41		\$ 24.51	\$ 24.75	\$ 25.00		\$ 24.75	\$ 25.00
17		\$ 23.54	\$ 23.78	\$ 24.02		\$ 24.09	\$ 24.33	\$ 24.57		\$ 24.67	\$ 24.92	\$ 25.17		\$ 25.27	\$ 25.52	\$ 25.77		\$ 25.52	\$ 25.77
18		\$ 24.21	\$ 24.46	\$ 24.70		\$ 24.81	\$ 25.06	\$ 25.31		\$ 25.42	\$ 25.68	\$ 25.93		\$ 26.03	\$ 26.29	\$ 26.55		\$ 26.29	\$ 26.55
19		\$ 24.92	\$ 25.17	\$ 25.42		\$ 25.53	\$ 25.79	\$ 26.05		\$ 26.13	\$ 26.39	\$ 26.65		\$ 26.77	\$ 27.04	\$ 27.31		\$ 27.04	\$ 27.31
20		\$ 25.64	\$ 25.90	\$ 26.16		\$ 26.26	\$ 26.53	\$ 26.79		\$ 26.88	\$ 27.15	\$ 27.42		\$ 27.53	\$ 27.81	\$ 28.09		\$ 27.81	\$ 28.09
21		\$ 30.12	\$ 30.42	\$ 30.72		\$ 30.84	\$ 31.15	\$ 31.46		\$ 31.59	\$ 31.91	\$ 32.23		\$ 32.35	\$ 32.68	\$ 33.00		\$ 32.68	\$ 33.00

12-2-11

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Pending Rounding Adjustments

Grade	2012		2013		2014		2012		2013		2014		2012		2013		2014	
	Step 9	1% Gen Wage	Step 10	1% Gen Wage	Step 11	1% Gen Wage												
1		\$ 13.50	\$ 13.64	\$ 13.78	\$ 13.82	\$ 13.96	\$ 14.10	\$ 14.16	\$ 14.30	\$ 14.45	\$ 14.87	\$ 15.02	\$ 15.17					
2		\$ 14.28	\$ 14.42	\$ 14.56	\$ 14.62	\$ 14.77	\$ 14.92	\$ 14.94	\$ 15.09	\$ 15.24	\$ 15.33	\$ 15.48	\$ 15.64					
3		\$ 15.05	\$ 15.20	\$ 15.35	\$ 15.41	\$ 15.57	\$ 15.72	\$ 15.77	\$ 15.93	\$ 16.09	\$ 16.17	\$ 16.33	\$ 16.50					
4		\$ 15.83	\$ 15.99	\$ 16.15	\$ 16.20	\$ 16.36	\$ 16.53	\$ 16.59	\$ 16.76	\$ 16.93	\$ 17.01	\$ 17.18	\$ 17.36					
5		\$ 16.59	\$ 16.76	\$ 16.93	\$ 17.01	\$ 17.18	\$ 17.36	\$ 17.42	\$ 17.59	\$ 17.77	\$ 17.84	\$ 18.01	\$ 18.19					
6		\$ 17.38	\$ 17.55	\$ 17.73	\$ 17.80	\$ 17.98	\$ 18.16	\$ 18.23	\$ 18.41	\$ 18.60	\$ 18.65	\$ 18.83	\$ 19.02					
7		\$ 18.15	\$ 18.33	\$ 18.51	\$ 18.60	\$ 18.79	\$ 18.98	\$ 19.03	\$ 19.22	\$ 19.42	\$ 19.68	\$ 19.87	\$ 20.07					
8		\$ 18.91	\$ 19.10	\$ 19.29	\$ 19.37	\$ 19.56	\$ 19.76	\$ 19.84	\$ 20.04	\$ 20.24	\$ 20.32	\$ 20.53	\$ 20.73					
9		\$ 19.70	\$ 19.90	\$ 20.10	\$ 20.18	\$ 20.38	\$ 20.58	\$ 20.66	\$ 20.87	\$ 21.08	\$ 21.16	\$ 21.37	\$ 21.58					
10		\$ 20.48	\$ 20.68	\$ 20.89	\$ 20.96	\$ 21.17	\$ 21.38	\$ 21.46	\$ 21.67	\$ 21.89	\$ 21.99	\$ 22.21	\$ 22.43					
11		\$ 21.24	\$ 21.45	\$ 21.67	\$ 21.75	\$ 21.97	\$ 22.19	\$ 22.26	\$ 22.48	\$ 22.71	\$ 22.95	\$ 23.17	\$ 23.41					
12		\$ 22.02	\$ 22.24	\$ 22.46	\$ 22.54	\$ 22.77	\$ 23.00	\$ 23.08	\$ 23.31	\$ 23.54	\$ 23.65	\$ 23.89	\$ 24.13					
13		\$ 22.80	\$ 23.03	\$ 23.26	\$ 23.34	\$ 23.57	\$ 23.81	\$ 23.91	\$ 24.15	\$ 24.39	\$ 24.46	\$ 24.71	\$ 24.96					
14		\$ 23.58	\$ 23.82	\$ 24.06	\$ 24.13	\$ 24.37	\$ 24.62	\$ 24.71	\$ 24.96	\$ 25.21	\$ 25.30	\$ 25.55	\$ 25.81					
15		\$ 24.34	\$ 24.58	\$ 24.83	\$ 24.91	\$ 25.16	\$ 25.41	\$ 25.53	\$ 25.78	\$ 26.04	\$ 26.13	\$ 26.39	\$ 26.65					
16		\$ 25.12	\$ 25.37	\$ 25.63	\$ 25.71	\$ 25.97	\$ 26.23	\$ 26.34	\$ 26.60	\$ 26.87	\$ 26.98	\$ 27.25	\$ 27.53					
17		\$ 25.88	\$ 26.14	\$ 26.40	\$ 26.50	\$ 26.77	\$ 27.04	\$ 27.15	\$ 27.42	\$ 27.70	\$ 27.80	\$ 28.08	\$ 28.36					
18		\$ 26.64	\$ 26.91	\$ 27.17	\$ 27.28	\$ 27.56	\$ 27.83	\$ 27.95	\$ 28.23	\$ 28.51	\$ 28.64	\$ 28.92	\$ 29.21					
19		\$ 27.43	\$ 27.70	\$ 27.98	\$ 28.11	\$ 28.39	\$ 28.67	\$ 28.75	\$ 29.04	\$ 29.33	\$ 29.46	\$ 29.75	\$ 30.05					
20		\$ 28.20	\$ 28.48	\$ 28.77	\$ 28.90	\$ 29.19	\$ 29.48	\$ 29.57	\$ 29.87	\$ 30.17	\$ 30.29	\$ 30.59	\$ 30.90					
21		\$ 33.13	\$ 33.46	\$ 33.80	\$ 33.93	\$ 34.27	\$ 34.62	\$ 34.76	\$ 35.11	\$ 35.46	\$ 35.60	\$ 35.96	\$ 36.31					

12-2-11

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Pending Funding Adjustments

LABOR AGREEMENT

BETWEEN

CITY OF WINDOM

AND

**LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL #351)**

JANUARY 1, 2012 - DECEMBER 31, 2014

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**MASTER LABOR AGREEMENT
BETWEEN
CITY OF WINDOM
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL #351**

ARTICLE I PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Windom, hereinafter called the Employer, and Law Enforcement Labor Services, Inc. (Local #351) hereinafter called the Union.

- 1.1 It is the intent and purpose of this Agreement to:
 - 1.11 Establish an equitable and orderly procedure for the resolution of disputes concerning this Agreement's interpretation and application; and
 - 1.12 Place in written form the parties agreement upon the rates of pay, hours of work, and other terms and conditions of employment contained herein.

ARTICLE II RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for:

All essential employees of the City of Windom Police Department, Windom, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, excluding supervisory and confidential employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc., Local #351.
- 3.2 UNION MEMBER A member of Law Enforcement Labor Services, Inc., Local #351
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit as described in Article II of this Agreement.
- 3.4 REGULAR EMPLOYEE: An employee who has completed the required probationary period.
- 3.5 PROBATIONARY EMPLOYEE: An employee who has not completed the required probationary period
- 3.6 EMPLOYER: The City of Windom.
- 3.7 DEPARTMENT: The City of Windom Police Department.
- 3.8 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc. Local #351
- 3.9 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.10 BASE PAY RATE: The employee's pay rate exclusive of any other special allowances.
- 3.11 SENIORITY:
 - a) Job Classification Seniority: Length of continuous service in a job classification included in the unit in accordance with Article II, Recognition. Job classification seniority shall reflect the length of continuous employment in an individual job classification from the date the employee assumed his/her current job classification title.
 - b) Employer Seniority: Length of continuous service with the Employer.
 - c) Bargaining Unit Seniority: Length of continuous service in all job classifications cluded in the unit in accordance with Article II, Recognition. Bargaining unit seniority shall

reflect the length of continuous employment in all job classifications within the unit from the date the employee assumed his/her employment in any job classification included in the bargaining unit.

- 3.12 **WORK SHIFT:** A work period including rest breaks and a lunch break.
- 3.13 **REST BREAKS:** Periods during the work shift during which the employee remains on continual duty and is responsible for assigned duties. A rest break shall consist of a fifteen (15) minute period.
- 3.14 **LUNCH BREAK:** A period during the work shift during which the employee remains on continual duty and is responsible for assigned duties. A lunch break shall consist of a sixty (60) minute period.
- 3.15 **Domestic Partner.** Any two adults who meet all the following:
 - (1) Are not related by blood closer than permitted under marriage laws of the state.
 - (2) Are not married
 - (3) Are jointly responsible to each other for the necessities of life.
 - (4) Are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities.
 - (5) Do not have any other domestic partner(s).
 - (6) Are both at least 18 years of age.
 - (7) At least one of who is employed by City of Windom.

ARTICLE IV EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slow down, or other interruption of or interference with the normal functions of the Employer.

ARTICLE V EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment to establish functions and Programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish

or eliminate.

ARTICLE VI UNION SECURITY

- 6.1 Upon receipt of written notice from the Union, the Employer agrees to deduct from the wages of employees who authorize such a deduction in writing an amount to equal monthly Union dues. Such monies shall be remitted to the designated officer of the Union, together with a list of the names of the employees from whose wages deductions were made. The Union shall not be entitled to collect dues which may have accrued prior to the receipt of written notice to the Employer.
- 6.2 The Union shall provide the Employer with written notice of the names of those employees who are not members of the Union but who are included in the bargaining unit in accordance with Article II; Recognition. The Employer agrees to deduct from the wages of those employees a fair share fee which shall not exceed eighty-five percent (85%) of the regular monthly dues and shall forward such monies to the designated officer of the Union.
- 6.3 Sections 6.1 and 6.2 shall remain operative only as long as it is specifically provided by law and is otherwise legal.
- 6.4 The Union may designate employees from the bargaining unit to act as Steward and an alternate and shall inform the Employer in writing of such notice and changes in the position of Steward and/or alternate.
- 6.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.6 The Employer shall make space available on the bulletin board for posting Union notice(s) and announcement (s) with specific prior approval of the Employer.
- 6.7 The Employer agrees not to enter into any additional agreements with employees, individually or collectively, concerning any terms or conditions of employment which conflict with this Agreement.
- 6.8 The Employer agrees to allow employees time off in accordance with applicable law for the purposes of conducting Union business and investigating grievances. Such time off must have the prior approval of the Employer-designated representative and shall be provided when time off will not interfere with service needs of the department.

ARTICLE VII EMPLOYEE RIGHTS GRIEVANCE PROCEDURE

7.1 Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

7.2 Union Representatives

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated as provided by 6.2 of this Agreement.

7.3 Processing of a Grievance

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the prior approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 Procedure.

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following Procedure:

Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after such alleged violation has occurred, present such grievance to the Chief of Police. The Chief of Police will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Chief of Police's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Chief of Police. The Chief of Police shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Chief of Police's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the City Administrator. The City Administrator shall give the Union the Employer's answer in writing within twenty-one (21) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Administrator's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the Union may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) calendar days following the City Administrator's final Step 3 answer. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within ten (10) calendar days. If the parties are unable to agree on the selection of an arbitrator, the Union shall request a list of arbitrators to be submitted to the parties by the Bureau of Mediation Services.

7.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the

grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE VIII SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Windom. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE IX DISCIPLINE

- 9.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - a) Oral reprimand
 - b) Written reprimand
 - c) Suspension
 - d) Demotion to job classifications as are included in this labor agreement; or
 - e) Discharge.
- 9.2 Notice of suspensions, demotions and discharges will be in written form and will state the

reasons for the action taken. The Union will be provided with a copy of such notice.

- 9.3 Written reprimands, notices of suspension, and notice of discharge which are to become part of an employee's personnel file shall be read and acknowledged for receipt by signature of the employee. The employee will receive a copy of such reprimands and notices.
- 9.4 Employees will not be questioned concerning events or circumstances which may lead to disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 9.5 Grievances relating to this Article shall be initiated by the Union in Step 3 of the Grievance Procedure under Article VII.

ARTICLE X WORK SCHEDULES

- 10.1 The sole authority in establishing work schedules is the Employer. The work period shall be twenty-eight (28) consecutive days coinciding with two (2) payroll periods. The normal work year for full-time employees will be 2,080 hours and shall be accounted for by each employee's:
 - a) Hours worked on assigned shifts
 - b) Assigned training hours; and
 - c) Authorized paid leave time
- 10.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 10.3 A normal work shift shall consist of a consecutive work period including two (2) fifteen (15) minute rest breaks and a lunch break of sixty (60) minutes. Except in the case of emergency, the Employer-designated representative will provide twenty-one (21) days advance notice of a change in the employee's work schedule in the event the change will affect the employee's scheduled days off.
- 10.4 Work schedules which indicate the employee's shifts, work days and hours shall be established and posted by the Employer. Such schedules shall remain in effect unless changed by the Employer.
- 10.5 Employees may voluntarily switch shifts with the prior approval of the Employer-designated representative. Voluntary switching of shifts shall not obligate the Employer for overtime pay.

ARTICLE XI

OVERTIME

- 11.1 Regular full-time employees will be compensated at one and one-half (1-1/2) times the employee's regular base rate of pay for hours worked in excess of the employee's scheduled shift or shifts assigned with less than twenty-one (21) days advance notice which affect the employee's scheduled days off or hours worked in excess of one hundred sixty (160) hours in a work period. Changes of shifts with twenty-one (21) or more days of advance notice do not qualify the employee for overtime under this Article. All overtime will be authorized by the Employer in advance, except in case of emergency or as otherwise directed by the Employer- designated representative.
- 11.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked
- 11.3 Overtime will be calculated to the nearest fifteen (15) minutes.
- 11.4 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the employee from so working.
- 11.5 Employees may be paid for overtime worked in accordance with Section 11.1 or be allowed to accumulate compensatory time off in accordance with Section I 1.1 at the discretion of the Employer. Accrual and use of compensatory time off shall be subject to the prior approval of the Employer and accrual shall not exceed forty (40) hours.
- 11.6 For the purpose of computing overtime compensation, hours paid for but not worked shall be counted as hours worked.

ARTICLE XII

SENIORITY

- 12.1 Seniority rosters shall be maintained by the Employer on the basis of job classification seniority, bargaining unit seniority, and Employer seniority as defined in Article III, Definitions, Section 3.11.
- 12.2 The Employer will provide the Union with an updated seniority roster on January 1st of each year which will include the job classification seniority, bargaining unit seniority, and Employer seniority for each employee.
- 12.3 Employees who separate from employment shall lose their seniority except when such separation is due to layoff. An employee shall be considered separated from employment in case of: resignation, retirement, discharge and unauthorized absence for a period of

three (3) or more consecutive work days.

- 12.4 An employee who is rehired following separation from employment shall be considered a new employee for purposes of seniority.

ARTICLE XIII LAYOFF AND RECALL

- 13.1 The Employer shall be the sole authority in determining which job classification(s) and department(s) are to be affected by a layoff. Employees shall be laid off on the basis of job classification seniority only when the job-relevant qualification factors between employees are equal. In case job classification seniority between two employees is equal, bargaining unit seniority shall prevail.
- 13.2 Employees laid off by the Employer shall retain recall rights for a period of twenty-four (24) months from the date of layoff. If an opening occurs in the job classification from which the employee was laid off within the twenty-four (24) month recall period, the employee will be recalled to fill that position, provided that at the time of recall, the employee meets the qualifications and other conditions of employment as determined by the Employer. It shall be the employee's responsibility to keep the Employer informed of the employee's current address. The Employer shall notify employees on layoff to return to work within two (2) weeks of receipt of notification to be eligible for re-employment. If the Employer does not receive confirmation of receipt of this notice within thirty (30) calendar days of sending it by certified mail, the Employer may fill the vacant position to which the employee was recalled and the employee loses recall rights to that position.
- 13.3 An employee laid off in one job classification shall have the right to displace an employee in a job classification of equal or less pay within the bargaining unit in accordance with Section 13.1 provided that:
- 13.31 The employee meets the qualifications and other conditions of employment of the job classification as determined by the Employer.
- 13.32 The employee's job performance is satisfactory as determined by the Employer.
- 13.33 The employee has job-relevant qualifications which are equal to those of the employee who would be displaced as determined by the Employer; and
- 13.34 The employee has greater bargaining unit seniority than that of the employee who would be displaced.

ARTICLE XIV PROBATIONARY PERIOD

- 14.1 The probationary period for a newly hired full-time or part-time employee shall extend one thousand and forty (1040) hours from the date of hire.
- 14.2 The probationary period for a promoted full-time employee shall extend one thousand and forty (1040) hours from the date of promotion, and the probationary period for a promoted part-time employee shall extend five hundred and twenty (520) hours from the date of promotion
- 14.3 A newly hired probationary full-time employee shall accrue vacation and sick leave beginning the date of hire. Earned sick leave may be used by a probationary employee in accordance with Article XVIII, Sick Leave. Earned vacation and the floating holiday may not be used until after completion of the probationary period.
- 14.4 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be replaced in the position previously held at the discretion of the Employer. An employee who has been promoted may elect to return to the employee's former position within thirty (30) calendar days of the promotion.
- 14.5 A probationary employee who completes his/her probationary period shall be listed on the seniority roster as follows:
- 14.51 As of the last date of hire into the employee's current job classification for job classification seniority;
- 14.52 As of the last date of hire into any job classification within the bargaining unit for bargaining unit seniority; and
- 14.53 As of the last date of hire for Employer seniority.
- 14.6 A newly hired employee who fails to complete the probationary period will not be paid for accrued unused sick leave or vacation.

ARTICLE XV JOB POSTING

- 15.1 When job vacancies occur within the bargaining unit or when new job classifications are created within the bargaining unit, notices of such vacancies or new classifications will be posted within the department for fourteen (14) calendar days prior to the filling of such vacancies. Interested employees shall apply in writing in accordance with procedures

established by the Employer.

15.2 Job vacancies within the bargaining unit shall be filled whenever practicable by transfer or promotion from within. The Employer retains the right of final decision in filling the vacancy. Job vacancies may be simultaneously posted internally and announced externally.

15.3 To be considered for a job vacancy, an employee must:

15.31 Apply for the job opening in the manner specified in the job posting;

15.32 Meet the job-relevant qualifications and other conditions of employment of the job classification as determined by the Employer, and

15.33 Be performing satisfactorily in the employee's current position as determined by the Employer.

15.4 Employees shall be promoted or transferred on the basis of job-relevant qualifications as determined by the Employer and seniority. In the event that the job-relevant qualifications of employees are equal as determined by the Employer, bargaining unit seniority shall prevail. In the event of a tie with respect to bargaining unit seniority, Employer seniority shall prevail.

15.5 An employee who is promoted or transferred shall be subject to the conditions of Article XIV, Probationary Period.

ARTICLE XVI HOLIDAYS

16.1 Regular full-time employees who are scheduled to work on any of the holidays observed by the Employer will receive ten (10) hours of holiday pay at the straight time rate plus an additional ten (10) hours, of pay at one and one-half (1-1/2) times the employee's regular base pay rate for any portion of the work schedule which falls on the actual holiday.

These holidays are as follows:

New Year's Day	Labor Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Eve Day
Martin Luther King Day	Christmas Day
	Floating Day (1)

Easter Sunday will be a paid holiday only for those employees who are scheduled to work on that day. Pay will be calculated as per paragraph one (1) of Section 16.1.

- 16.2 Regular full-time employees who are off-duty on any of the holidays observed by the Employer will receive ten (10) hours of holiday pay at straight time.
- 16.3 Regular full time employees will receive one (1) ten (10) hour floating holiday as time off. The floating holiday will be scheduled with the prior approval of the Employer-designated representative. If the floating holiday is not utilized by an employee prior to the employee's termination from employment, the employee will not be paid for it. To be eligible for the floating holiday, a newly hired employee must have completed the probationary period. The floating holiday must be utilized within the year it is accrued.
- 16.4 When a holiday observed by the Employer occurs during an employee's vacation period, it will not be subtracted from the employee's accrued vacation.

ARTICLE XVII VACATION

- 17.1 The maximum amount of vacation that can be earned/accrued, at any time, is two hundred-thirty (230) hours.

Employees reaching the maximum level of two hundred - thirty (230) hours will not earn/accrue additional vacation until their vacation balance is under two hundred thirty (230) hours.

Regular, full-time employees shall accumulate paid vacation in accordance with the following schedule based on completion of years of continuous service.

Years of Continuous Service Completed Hours of Vacation

1 year	40 hours (3.33) hours per month)
2 years	80 hours (6.67) hours per month)
4 years	96 hours (8.00) hours per month)
7 years	120 hours (10.00) hours per month)
8 years	128 hours (10.67) hours per month)
9 years	136 hours (11.33) hours per month)
10 years	144 hours (12.00) hours per month)
11 years	152 hours (12.67) hours per month)
12 years	160 hours (13.33) hours per month)
13 years	168 hours (14.00) hours per month)
14 years	176 hours (14.67) hours per month)

15 years	184 hours (15.33) hours per month)
16 years	192 hours (16.00) hours per month)
17 years	200 hours (16.67) hours per month)
20 years	216 hours (18.00) hours per month)
25 years	230 hours (19.17) hours per month)

- 17.2 Time on suspension without pay, unpaid leave of absence or lay off shall not be counted in accruing vacation.
- 17.3 Vacation may be used as it is accrued, except as provided for in Section 17.4, but not in anticipation of accruals.
- 17.4 An employee may not take vacation until after six (6) months (1040 hours) of continuous service has been completed.
- 17.5 Employees shall submit vacation requests at least thirty (30) days prior to the date requested off, whenever possible. Vacation requests submitted with less than thirty (30) days advance notice may be granted, at the discretion of the Employer-designated representative. The times during which vacation may be used must be approved in advance by the Department Head or designee. Scheduled vacations are subject to postponement by the Employer or Employer-designated representative in case of emergency. The Employer-designated representative shall respond, in writing, to requests for vacation as soon as is practicable.
- 17.6 Upon resignation, retirement, termination or other separation of service an employee who has completed a minimum of one (1) year of continuous service and who resign in good standing with two (2) weeks of advance notice shall be compensated for vacation benefits earned and not used at the time of separation up to a maximum of eighty (80) hours. Accrued, unused vacation leave shall be calculated to the nearest hours per month at the employee's base pay rate which is in effect at the time of separation. Credit for the month in which the employee leaves will be given only when the employee is on paid status through the fifteenth of that month.
- 17.7 Employees with greater bargaining unit seniority will be given preference in scheduling vacations until April 1st of each year. After April 1st, bargaining unit seniority shall not apply and consideration shall be made on a "first come, first served: basis.
- 17.8 In case of extenuating circumstances, such as staffing shortages or other reasons of business necessity, accrued vacation beyond the maximum identified in Section 17.1 may be allowed only at the sole discretion of the Employer-designated

representative and subject to approval by the City Council. Under no circumstances may an employee waive vacation rights for the purpose of earning double pay. Requests shall be granted or denied on the basis of business related reasons.

- 17.9 In the event of the employee's separation from employment due to sickness, injury, or death, payment shall be made to the employee or the employee's beneficiary for accrued unused vacation.

SICK LEAVE

- 18.1 Regular full-time employees shall earn sick leave at the rate of eight (8) hours per month to a maximum of one thousand (1000) hours.
- 18.2 Employees who are employed before the fifteenth of the month shall accrue eight (8) hours of sick leave for that month. Employees hired after the fifteenth of the month shall not accrue sick leave until the following month.
- 18.3 Sick leave benefits shall only accrue when an employee is on paid leave status or, in accordance with state and federal laws, or when an employee is on approved military leave. Sick leave shall not accrue during unpaid leave of absence.
- 18.4 Paid sick leave may be granted only if it has been earned and it shall be deducted from accrued sick leave in hourly increments. To be eligible for sick leave payment, an employee must notify the Employer-designated representative as soon as possible from the starting time of the employee's scheduled shift. This notice may be waived if the employee can conclusively establish that the employee could not reasonably have been expected to comply with this requirement due to circumstances beyond the control of the employee. The employee must keep the Employer-designated representative informed of the approximate date of the employee's return to work.
- 18.5 An employee may utilize his/her earned sick leave on the basis of a request approved by the Employer for absences necessitated by the following:
- 18.51 Inability to perform the duties of his/her position because of illness or injury;
- 18.52 Exposure to contagious disease or legal quarantine;
- 18.53 Illness of the employee's children for such reasonable periods as his/her attendance with the child may be necessary and in accordance with state and federal laws; and

18.54 Serious Illness or death of a member of the employee's immediate family.

- 18.6 In case of serious illness or death of a member of the employee's immediate family, the amount of sick leave which may be granted will be up to a maximum of five (5) work days or forty (40) duty hours per occasion. The term "immediate family" shall include: The employee's spouse, parent's, siblings, children, step-children, domestic partner (as specified in Article 3.5), grandparents and spouse's parents. The employee is required to provide advance notice of such leave to the Employer-designated representative as soon as possible and must keep that representative informed of the date that the employee expects to return to work.
- 18.7 An employee shall not be eligible to use sick leave due to inability to perform the duties of his/her position because of injury incurred while working for another employer.
- 18.8 Sick leave usage will not be allowed for illness or injury resulting from misconduct on duty.
- 18.9 Sick leave usage shall be subject to approval and verification by the Employer.

ARTICLE XIX JURY DUTY

- 19.1 An employee who is required to serve as a juror will be paid the employee's regular base pay. Following completion of jury service, an employee shall present the check received for jury service to the Employer. The Employer shall allow the employee to keep any check issued by the court for mileage, fees and expenses.
- 19.2 An employee shall notify the Employer-designated representative in advance of the required reporting time for jury service.
- 19.3 An employee who is excused from jury service prior to the end of the employee's duty day shall return to work.
- 19.4 In the event that an employee leaves the City's employment prior to completion of jury service, the Employer shall deduct the appropriate amount of reimbursement which the employee is owed for jury service from the employee's final pay check and benefits.

ARTICLE XX SEVERANCE PAY

- 20.1 A regular full-time employee who is separated from employment due to resignation after 10 years of continuous service with the City of Windom shall receive severance pay in an

amount to be calculated at the employee's base pay rate upon resignation for twenty-five percent (25%) of the employee's accrued, unused sick leave.

A regular full-time employee who is separated from employment due to resignation after 20 years of continuous service with the City of Windom, or death shall receive severance pay in an amount to be calculated at the employee's base pay rate upon death or resignation for thirty-five percent (35%) of the employee's accrued, unused sick leave.

- 20.2 In the event of the death of an employee, the severance pay owed under Section 20.1 shall be paid to the employee's estate.
- 20.3 A retiring regular full-time employee may elect to apply accrued sick leave benefits to the group health insurance program (see Appendix B).

ARTICLE XXI CALL BACK

- 21.1 An employee who is called back to duty during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's base pay rate.
- 21.2 An employee on call back is considered to be on duty for the full three hours. Additional call backs received within the same three-hour call back period do not qualify for additional call back pay.
- 21.3 When an employee is required to sign a complaint on the employee's off-duty time, it shall be considered a call back and will be compensated for in accordance with this Article.

ARTICLE XXII COURT TIME

- 22.1 An employee who is required by the Employer to appear in court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the employee's base pay rate.
- 22.2 An extension of or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum.

ARTICLE XXIII MILITARY LEAVE OF ABSENCE

Military leaves of absence will be administered in accordance with applicable laws.

ARTICLE XXIV INSURANCE

24.1 The Employer will pay 75% of the premium cost for group health insurance for each full-time employee who selects either single or family coverage. The employee will pay the remaining 25% of the premium cost.

24.2 It is understood that the Employer's only obligation is to pay the Employer's contribution for group insurance premiums as agreed to herein. The Employer is not liable for claims as a result of the denial of insurance benefits by an insurance carrier.

24.3 **Establishment of VEBA:** Effective January 1, 2005, the CITY shall adopt the Minnesota Service Cooperatives VEBA Plan and the Employee Benefits Trust Agreement for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. The CITY and employees assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitute a voluntary employees; beneficiary association under Section 501(c)(9) of the Internal Revenue Code. It is further intended that the benefits offered through the VEBA Plan and Trust satisfy the requirement of Revenue Ruling 2202-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002).

24.4 **Benefits provided through the VEBA.** The CITY shall provide the following welfare benefit arrangement through the VEBA Plan:

The Health Reimbursement Arrangement for Active Employees.

24.5 **Payment of Fees.** The CITY will pay for annual enrollment fees for active employees enrolling in the VEBA and/or Section 125 Plans, and for administrative fees allocable to individual accounts of active employees. Investment fees allocable to individual accounts of active employees shall be paid from the account. Administrative and investment fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative and investment fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

24.6 **City Contributions to the Health Reimbursement Arrangement for Active Employees:**

A. **Contributions to the Active Employees' Plan:** The CITY will make a monthly contribution to the individual accounts under the Health Reimbursement Arrangements

for Active Employees for qualifying employees who are members of this Collective Bargaining Agreement in accordance with the following starting in 2012.

\$118.72 for each qualified employee who elects single coverage under the group health plan described in 19.4B; and

\$237.68 for each qualified employee who elects family coverage under the group health plan described in 19.4B

B. **High Deductible Group Health Plan:** The CITY shall make available the high deductible group health plan described as Plan #830. With respect to qualifying employees who are members of this Collective Bargaining Agreement, starting 2012 the CITY shall contribute an amount of \$371.74 towards the monthly premium cost for single group health coverage, and \$960.24 towards the monthly premium cost for family group health coverage. The qualifying employees will contribute \$115.46 toward the monthly premium cost for single group health coverage, or \$260.94 toward the monthly premium cost for family group health coverage.

For coverage years subsequent to 2012, the CITY and each qualified employee will increase its' contributions equivalent to the percent increase in insurance premiums. In the event of a premium decrease, the amount of the decrease will be applied the amount of premium paid proportionally to the City (75%) and Employee (25%). The employee share will be placed in the employees individuals trust account.

C. **Grants:** The City agrees to pass through each individual employee's account, unit incentive program grants received from the SW/WC Co-op.

- 24.7 Full-time regular employees will be eligible to participate in the City's insurance program. All seasonal, temporary and intermittent employees and regular part-time employees will not qualify for insurance coverage.
- 24.8 It is understood that the Employer's only obligation is to pay the Employer's contribution for group insurance premiums as agreed to herein. The employer is not liable for claims as a result of a denial of insurance benefits by an insurance carrier.
- 24.9 The City shall pay the premium for PERA Life Insurance.

ARTICLE XXV UNIFORMS

- 25.1 The Employer shall furnish to each new employee the uniform as required by the Employer.

- 25.2 The Employer will provide each full-time employee with an annual uniform allowance of six hundred and fifty dollars (\$650.00) for the contract period,
- 25.3 The City will provide a duty weapon for each officer. The weapon will remain the property of the City. The Department Head will meet and confer with the officers in the selection of the weapon model and caliber. The City of Windom or its designated representative will have final authority approving purchase.

ARTICLE XXVI STANDBY PAY

An employee who is scheduled to standby during the employee's scheduled off-duty time shall be compensated at the rate of two dollars and fifty cents (\$2.50) for each hour served on standby status.

ARTICLE XXVII TRAINING AND EXPENSES

- 27.1 Time assigned to training which is required and authorized by the Employer will be compensated for in accordance with Appendix A, Wage Schedule, Article XI, Overtime, where applicable and prevailing laws.
- 27.2 At the discretion of the Employer, compensation for training assigned during an employee's scheduled off-duty time shall be provided for either in pay or compensatory time off at the applicable rate.
- 27.3 Expenses incurred by the employee for training assigned by the Employer shall be reviewed by the Employer-designated representative. Reasonable expenses as determined by the Employer shall be reimbursed.
- 27.4 Mileage reimbursement for Employer business use of an employee's vehicle shall be made in accordance with the rate currently established by the Internal Revenue Service (IRS) Such rate will become effective as of the date on which the Employer receives notice of the established rate.

ARTICLE XXVIII WORKERS COMPENSATION SUPPLEMENT

- 28.1 An employee who is injured in the performance of the employee's job duties and who is eligible to receive Workers Compensation benefits may receive a supplement to the Workers Compensation benefits as follows:

- 28.11 The employee shall retain the Workers Compensation benefits and shall receive from the Employer a supplement to be deducted from earned accrued sick leave, earned accrued vacation leave, and accrued compensatory time off provided that the employee has such leave available.
- 28.12 The amount to be deducted from the employee's earned accrued sick leave, earned accrued vacation leave, and accrued compensatory time off shall be the difference between the Workers Compensation benefit and compensation for the employee's normal work day or work week.
- 28.13 Under no circumstances shall an employee who receives Workers Compensation benefits and the supplement noted in Sections 28.11 and 28.12 receive compensation which is in excess of the employee's normal work day or normal work week.
- 28.2 An employee may receive the supplement noted in Sections 28.11 and 28.12 as deducted from the employee's earned accrued sick leave, earned accrued vacation leave, and accrued compensatory time off until such leave is exhausted. At such time, the supplement shall cease and the employee shall receive only the Workers Compensation benefits.

ARTICLE XXIX LIABILITY INSURANCE

The Employer will continue to provide and pay for liability insurance and to indemnify employees in accordance with the statutory provisions of M.S. 466.07.

ARTICLE XXX UNPAID LEAVE OF ABSENCE

- 30.1 An employee may request an unpaid leave of absence not to exceed one (1) year by submitting such request in writing to the Employer-designated representative and simultaneously to the City Council. The request must state the length of the proposed leave, the reason therefore, and the requested starting date of the leave.
- 30.2 The City Council may, at its sole discretion, approve or deny the request and will provide a written response to the employee as soon as is practicable.
- 30.3 During an unpaid leave of absence, seniority shall not accrue.

ARTICLE XXXI WAIVER

- 31.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 31.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered in this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed

ARTICLE XXXII DURATION

This Agreement shall be effective as of January 1, 2012 and shall remain in full force and effect until December 31, 2014.

In witness whereof, the parties hereto have executed this Agreement on this _____ day of _____, 2011

**FOR THE CITY OF WINDOM:
SERVICES, INC.**

LAW ENFORCEMENT LABOR

Mayor

Steward

Steward

City Administrator

Business Agent

**APPENDIX A
WAGE RATES FOR POLICE OFFICERS**

The wage schedule shall be as follows:

Years of Continuous Service	Effective 7/1/11	Effective 1/1/2012	Effective 1/1/2013	Effective 1/1/2014
Beginning 1 st year	17.93	18.11	18.29	18.47
Beginning 2 nd year	18.39	18.57	18.76	18.95
Beginning 3 rd year	18.79	18.98	19.17	19.36
Beginning 4 th year	19.26	19.45	19.64	19.84
Beginning 5 th year	19.69	19.89	20.09	20.29
Beginning 6 th year	20.15	20.35	20.55	20.76
Beginning 7 th year	20.66	20.87	21.08	21.29
Beginning 8 th year	21.13	21.34	21.55	21.77
Beginning 9 th year	21.60	21.82	22.04	22.26
Beginning 10 th year	22.11	22.33	22.55	22.78
Beginning 11 th year	22.67	22.90	23.13	23.36
Beginning 12 th year	23.66	23.90	24.14	24.38

The preceding wage schedules shall not constrain the Employer from hiring an employee at any step in the schedule.

Progression through the wage schedule on the employee's anniversary date shall require satisfactory performance as determined by the Employer, but nothing will prevent accelerated movement throughout the step schedule at the discretion of the Employer.

APPENDIX B

RETIRING CITY EMPLOYEE ELECTION TO APPLY ACCRUED SICK LEAVE BENEFITS TO GROUP HEALTH INSURANCE PROGRAM

WHEREAS, the undersigned, an employee of the City of Windom ("Employer") is contemplating retirement from the Employer, and

WHEREAS, the undersigned has accrued sick leave benefits, which sums are currently held in an account maintained by the Employer, and pursuant to the current labor contract between the Employer and its employees, said accrued sick leave benefits will vest to the undersigned upon his/her retirement from the Employer; and

WHEREAS, the current labor contract with the Employer also provides that retired employees may continue to participate in the existing group health insurance program offered by the Employer for a term equal to that allowed under the federal COBRA laws which the employee would pay for. Further, a retiring employee may elect, irrevocably, prior to sixty (60) days of his/her actual retirement date, to apply some or all of the sick leave benefits, on a pre-taxed basis, to a maximum of fifty percent (50%) (instead of 35%), of the maximum of 1000 hours referred to in the employment contract toward payment of the monthly premiums of such health insurance program.

NOW THEREFORE, the undersigned does hereby agree as follows:

1. The undersigned irrevocably elects to apply 50% (valued as of the date of retirement from the Employer) of his/her accrued sick leave benefits toward payment of monthly premiums of the undersigned's group health insurance as provided by Employer. The premium payments may also apply for coverage of the undersigned's family members or other qualified persons, as provided in the labor contract and the group health insurance plan.

The undersigned understands that upon his/her retirement date, the amount of his/her accrued sick leave benefits will be calculated based upon a maximum of 50% of the maximum of 1000 hours referenced in the employment contract, and the percentage elected above will then be applied to that amount, thereby representing the designated amount to be held by the Employer for payment of the aforementioned premiums. Premiums will then be paid out of the account and applied for coverage until fully depleted. The account will not bear interest. The undersigned may request a written statement of current balance of the account, but not more than twice per annual period.

2. Employer is instructed to and agrees to maintain the designated amount of the

undersigned's accrued sick leave benefits in an escrow account of Employer's choosing. Employer may not release any of these designated funds to the undersigned, his/her heirs, successors or assigns.

3. This election is irrevocable to the undersigned employee, his/her heirs, successors or assigns.
4. Once this election is made, the undersigned, his/her heirs, successors or assigns understand that they shall forfeit any right to the cash payment or other use of the designated amount of the benefits retained by the Employer, except for the purpose of the Employer applying said benefits toward the health insurance coverage mentioned herein. Should the undersigned, his/her heirs, successors or assigns, and any other qualified group health program recipient associated with the undersigned either terminate their participation in the group health program for any reason, whether by voluntary termination, death or otherwise, the Employer shall be entitled to any remaining funds in the escrow account.
5. The undersigned agrees that he/she is solely responsible for any and all liability created under the federal and state income tax laws attributable to the retirement of his/her accrued sick leave benefits and the election made herein. The undersigned agrees to indemnify and hold the Employer harmless for any such liability or obligations, if any. Further, the undersigned agrees that the Employer makes no representations concerning the tax treatment of accrued sick leave payments and the election made herein, and the undersigned has not relief upon any such representation. The undersigned agrees that he/she has had the opportunity, if so desired, to consult with an attorney or tax advisor prior to making this election.

DATED: _____

EMPLOYEE

(Signature)

(Social Security Number)

(Address)

DATED: _____

EMPLOYER - CITY OF WINDOM

By _____

Its _____



MEMORANDUM

To: CGMC Membership
From: Tim Flaherty and Bradley Peterson
Date: November 29, 2011
Re: Amendment to CGMC Bylaws

On November 18, at the CGMC Fall Conference in Fergus Falls the CGMC general membership approved a motion to amend the CGMC Bylaws. Pursuant to the current bylaws, the proposed amendments must now be voted on by all members.

The proposed bylaws change is to the section related to annual member assessments. The proposed change is reflected below. Language that is proposed to be removed is struck-through. Language that is proposed to be added is underlined.

"FINANCES

A. Annual assessments

Each CGMC member shall pay an annual assessment. The annual assessment shall be established at ~~the annual~~ a membership meeting, and may include reduced assessments for new member cities and different assessment categories based on population, or other factors. A majority vote of the members present will be necessary to approve the annual assessment. No refunds of annual assessments paid by CGMC members who terminate their membership during the course of a year will be given."

The intent of the proposed change is to give CGMC membership flexibility to adjust CGMC dues based on special circumstances that may arise between the annual meetings, typically held during the summer conference.

Pursuant to the bylaws, a member's ballot must be received by December 29, 2011.

Each member city may submit one ballot. We are requesting that the mayor of each member city sign the ballot on behalf of the member city. There is no requirement that each member city pass a specific resolution in reference to the proposed amendments. However, each city may have individual requirements that they should follow. The proposed amendments must be approved by two-thirds (2/3) of the members voting on said amendments. The CGMC Secretary shall report the results of the vote at the next regular membership meeting, currently scheduled for February 8, 2012. If two-thirds (2/3) of the members voting on said amendment vote in support of said amendments, the amendments shall take effect at the February 8, 2012 meeting.

Please find the official ballot attached which should be filled out, signed, and returned to Bradley Peterson at bmpeterson@flaherty-hood.com no later than **December 29, 2011**. Please feel free to be in touch with either Bradley Peterson or Tim Flaherty at 651-225-8840 should you have any questions.



BALLOT

This ballot is hereby submitted on behalf of the city of _____, as a member of the Coalition of Greater Minnesota Cities.

Please check one of the following options:

The city of _____ approves of the amendments to the CGMC Bylaws as approved by the CGMC General Membership at the November 18, 2011 General Membership meeting and as written in the attached memo.

The city of _____ does not approve of the amendments to the CGMC Bylaws as approved by the CGMC General Membership at the November 18, 2011 General Membership meeting and as written in the attached memo.

Dated: _____

Signed: _____ (Mayor)

LSS SENIOR NUTRITION PROGRAM
715 North 11th St, Suite 401C, Moorhead, MN 56560
Phone: 218-233-7521, Toll-free: 1-800-488-4146, Fax: 218-236-0836

SITE USE AGREEMENT - 2012

Site Name WINDOM

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

This agreement made this 24th day of October, 2011, by and between CITY OF WINDOM hereafter referred to as the Company and the LSS Senior Nutrition Program, 715 North 11th Street, Suite 401C, City of Moorhead and the State of Minnesota, hereafter called the Nutrition Program, in consideration of costs, covenants and agreements herein reserved and contained, do hereby agree each with the other as follows:

- I. All correspondence regarding this agreement will be between the Nutrition Program Director or Assistant Director and the CITY ADMINISTRATOR.
- II. The Nutrition Program agrees and shall abide, conform to and comply with all the laws of the United States and the State of Minnesota, and all of the ordinances of the City WINDOM Minnesota, together with all the rules and requirements of the Police and Fire Department of the City of WINDOM. In addition, all rules and regulations by the Minnesota Department of Health will be complied with. A restaurant license, if required, will be procured annually by the Nutrition Program.
- III. The closing of sites on holidays will be determined by the Nutrition Program and the Company one month prior to the holiday. Nutrition sites usually observe six holidays a year which include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- IV. The Nutrition Program agrees to restore community facilities to ordinary cleanliness after use. Ordinary cleanliness is defined as leaving facilities in the same condition as they were prior to entering. Notwithstanding this undertaking, basic custodial services such as floor maintenance, window washing, cleaning of restrooms, washing and/or painting of walls, snow and ice removal and all other general maintenance, reasonable inspection and repairs to the interior are the responsibility of the building owner.
- V. The Nutrition Program shall procure and maintain comprehensive general combined single limit liability coverage of One Million Dollars (\$1,000,000.00) and Workers Compensation Insurance on all Nutrition Program staff relating to the site mentioned above. The Nutrition Program shall hold the building owner harmless for that portion of any damages or injury occurring on the rented premises for which the Nutrition Program may be found liable.
- VI. The Company agrees to inspect, maintain, repair and replace the facility and its equipment located in the facility. The company agrees to have all fire extinguishers inspected yearly by a licensed inspector at company expense. A dated and signed tag must be placed on each extinguisher.

