

Council Meeting
Tuesday, September 2, 2014
City Council Chambers
7:30 p.m.
AGENDA



Call to Order

Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes--August 19, 2014
2. Consent Agenda
 - Minutes
 - Housing and Redevelopment Authority – July 9, 2014
 - Fire Hall Building Committee – August 18, 2014
 - Park and Recreation Commission – August 19, 2014
 - Economic Development Authority – August 25, 2014
 - Windom Community Center – August 25, 2014
 - Utility Commission – August 27, 2014
3. Department Heads
4. Southwest Minnesota Broadband Services (SMBS) Shared Manager Agreement
5. Dynamite Park – County Offer
6. EDA TIF 1-18 Development Agreement
7. Establish 2015 Budget Hearing Dates
 - 7:00 p.m. – December 2, 2014 – 2015 City Budget Public Input
 - December 16, 2014 – Adoption of 2015 Budget Levy
8. SW Area Multicounty Multitype Interlibrary Exchange (SAMMIE) Library Donation
9. New Business
10. Old Business
11. Regular Bills
12. Council Concerns
13. Adjourn



**Regular Council Meeting
Windom City Hall, Council Chamber
August 19, 2014
7:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Corey Maricle at 7:30 p.m.

2. Roll Call: Mayor: Corey Maricle

Council Present: Brian Cooley, Kelsey Fossing, Dominic Jones and Bradley Powers

Council Absent: JoAnn Ray

City Staff Present: Steve Nasby, City Administrator; Scott Peterson, Police Chief; Kevin Patterson, Sergeant; Mike Haugen, Water/Wastewater Superintendent; Marv Grunig, Electric Utility Manager; Brent Brown, Electric Superintendent; Dan Ortman, Fire Chief; Dawn Aamot, Library and Jeff Dahna, Telecom

3. Pledge of Allegiance

4. Approval of Minutes:

Motion by Fossing second by Powers to approve the City Council minutes from August 5, 2014. Motion carried 4 – 0 (Ray absent).

5. Consent Agenda:

Maricle noted the minutes from the following Boards and Commissions.

- Economic Development Authority – July 14, 2014
- Library Board – August 12, 2014

Motion by Jones second by Powers to approve the receipt of minutes from the Boards and Commissions. Motion carried 4 – 0 (Ray absent).

6. Department Heads:

Scott Peterson, Police Chief, said that the records management software upgrade project with the County had been completed and was under budget by \$10,653. He is requesting permission to use these budgeted funds for the purchase of new lap top computers for the squad cars. The new lap tops would be tough books and have software that will enable a photo taken at a scene to be uploaded directly into a police report. The current computers in the squads would be rotated out for use in the office as not all officers have their own

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computers. He noted that the purchase of the tough books was on his list as a future capital item, but with the savings on the records software this could be moved up into 2014.

Powers asked if the \$10,653 would cover all the costs for the new tough books. Peterson said that the funds would cover the purchase of the computers and installation.

Fossing asked how many new computers would be purchased. Peterson said there would be three new ones, one for each squad car.

Motion by Cooley second by Fossing to approve the use of residual 2014 Capital Project funds in the Police Department to be used for the purchase of three new laptops as presented. Motion carried 4 – 0 (Ray absent).

7. Security System Presentation:

Mike Bales, WW Communications, introduced himself and said that he had been working with the Windom PD and several departments on the development of a security system. He has a demonstration of the equipment based off the system that is deployed in Mankato. This is a milestone platform and the cameras are available in numerous configurations, but two megapixel cameras were proposed. The system he has specified for Windom includes 16 cameras and the proposed software platform would accommodate up to 26 cameras so more can be added as needed. Bales reviewed the video feeds and the system capabilities.

Cooley asked if the streaming video can be pulled out as a single frame photo. Bales said that the system can off-load single frame photos or segments of video as needed. The system also has a built in tamper information and “lock down” video along with a “watermark”. Bales added that the video can be put directly into incident report forms.

Powers asked if the system used wireless cameras or if they need to be wired into the City’s system. Bales replied that the cameras need to be wired, but they can then transmit information through a wireless bridge to get the data to a collection point or server.

Bales said that access to the video from the cameras is flexible and there are three options. The options include full featured which is a feed directly to a dedicated server, through a web interface that can be accessed through any internet connection and via mobile such as a smart phone or tablet. All access requires protocols, passwords and security.

Maricle asked about camera locations. Bales said that buildings and poles are the most common. Maricle asked about the preferred height. Bales said that they typical camera is 10-14 feet high as this is the best range for facial recognition.

Fossing asked about the plan for the City to utilize the video. Nasby said that a dedicated server and TV could be placed at City Hall and used by those authorized in the system when needed. The Department Heads would also have access to video via secure internet connections from computers in their offices. Fossing asked if traffic cameras were also

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considered. Peterson said that traffic cameras have been discussed and would provide some additional video that would be helpful.

Jones asked about night vision. Bales said that the cameras are day\night units where the day light has a color image and the night would have a black\white image. Both images are very clear and would produce the needed video.

Fossing asked about the incidence of vandalism and when it is most prevalent. Caldwell said that it occurs at all times of the day.

Powers asked if vandalism is a criminal or civil violation. Peterson replied that it can be either depending on circumstances. Convictions could then include restitution.

Jones asked if this was planned as a 2015 capital project. Nasby said that is the plan and that there may be an alternate system to look at as well.

Jones asked if the security system would be wired into the Windomnet system. Bales said the proposal is to use some of that existing infrastructure and dark fiber is needed. Nasby added that communication with Windomnet is key to making any system work. Jones said that the coordination is also needed to insure workability and to keep costs low.

8. 2013 – 2014 Windom Area Hospital Annual Audit Presentation:

Gerri Burmeister, Hospital CEO, Kim Armstrong, Hospital CFO and Al Peterson, Hospital Board Chair, introduced themselves.

Armstrong went through several summary sections of the audit and noted that incentive payments from the federal government end in 2015 and the trends show fewer patient stays and an increase in out-patient services. She said the Windom hospital compares itself to “gold standard” hospitals, which is a sub-group of high performing hospitals. The gold standard operating margin in Minnesota is 8-11% and the Windom hospital is doing well. One area the Windom hospital is behind in is physical age of the facilities, but this should be resolved with the new additions.

Jones asked if the hospital changed auditors or if they same firm has done the audit for a long time. Armstrong said the same firm has done it for a number of years.

Burmeister said the big focus for 2014-2015 is the new building project that is about \$11 million. Some of the site prep work started in July 2014. The parking lot and tile work is being done first so the current parking can be relocated and then that site prepared for the new building space. The new helipad is also one of the first items to be completed. There will be some disruption in walk-in services but these are going to be minimized and accommodated as much as possible. Bid packets are being completed for the balance of the building project. They will also be looking at the fire suppression system for the existing 1974 building and are doing a new nurse call system and cuddle security system.

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Fossing asked about the completion date. Burmeister replied October 2015.

Jones asked about the Hwy 60 access. Burmeister said that is being appealed to MN DOT.

Cooley asked if the dirt work was only on the site. Burmeister said that dirt had to be moved into the project.

Jones asked if the hospital is in better financial condition or worse than they predicted last year. Burmeister said that the government and insurance cut backs have been worse.

Jones noted that outpatient care is much cheaper and growing in use. Burmeister said that the focus of the new building will be outpatient services.

Cooley asked about the in-patient stays. Burmeister said the stays are getting to be shorter.

Fossing asked what the financial impact was on the hospital from the new federal health care law. Armstrong said reimbursements are going down.

Cooley asked if the Windom hospital was part of the SW\WC Coop or another group that does lobbying. Burmeister said that the Windom hospital is part of the Minnesota Hospital Association and the Sanford system for those types of activities.

9. Resolution Authorizing CMMPA to Purchase Electrical Energy:

Marv Grunig, Electric Utility Manager and Brent Brown, Electric Superintendent, introduced themselves.

Grunig said that the proposed contract for the purchase of power is for a 5 by 16 contract that covers peak use during the day for five days a week. The current agreement expires December 31, 2015 and this proposal will cover 2016 to 2020. The cost is proposed for a maximum of \$52\mwh and the specifications sheet currently shows \$49-50\mwh. The difference is to allow flexibility if the market cost of energy changes between now and the time all CMMPA members have approved the contract. The Utility Commission has recommended approval of the proposed contract and the new rate will be a savings to the utility and customer.

Powers asked if the agreement can be extended beyond 2020. Grunig said the proposal covers 2016-2020 and any extension of that agreement would have to be negotiated in the future as market demands and costs change.

Council member Jones introduced the Resolution No. 2014-39, entitled "RESOLUTION AUTHORIZING CMMPA TO PURCHASE ELECTRICAL ENERGY ON BEHALF OF THE CITY OF WINDOM" and moved its adoption. The resolution was seconded by Fossing and on roll call vote: Aye: Cooley, Powers, Fossing and Jones. Nay: None. Absent: Ray. Abstain: None. Resolution passed 4 – 0.

10. Fire Hall Building Committee–Recommendation of Funding for Project Development:

Dan Ortman, Fire Chief, said that he is also the Chairperson of the Fire Hall Building Committee and the committee is requesting \$20,000 for project development that would be used for updating architectural drawings, cost estimates, site visits, etc.

Jones asked if the money would be spent in 2014 or in 2015 as it could be part of the budget discussions for 2015. Nasby and Ortman said that the monies could be spent in both years. Nasby added that the \$20,000 is suggested to come from the City's General Fund reserve, which is what was done last year when the Arena building project was discussed.

Motion by Jones second by Cooley to approve \$20,000 for project development costs for the Fire Hall Building Committee to be funded from the General Fund reserve. Motion carried 4 – 0 (Ray absent).

11. Annual Firefighters Relief Association Report:

Maricle said that he could answer any questions on the report and would present the information. He noted that the Relief Association fund is solvent and if it were in deficit then the City would have a liability; however, the Relief Association has been able to reduce benefits in the past to account for any deficiency so the City has not had to make up anything. The fund surplus is shown on the financial report.

Jones asked if the City contributes to the Relief Association. Maricle said the City pays \$5,000 a year into the Relief Association. Nasby added that the majority of the inflow into the Relief Association is from State aid that is passed through.

Motion by Fossing second by Cooley to accept the 2014 Fire Relief Association Report as presented. Motion carried 4 – 0 (Ray absent).

Fossing noted there are about 30 members shown on the report. Ortman said there are 27 currently active and the report shows several that are retiring. Fossing asked if the Department was going to be adding any firefighters. Ortman replied that will be an upcoming item for the budget discussion.

12. Remick Foundation – Grant Acceptance:

Dawn Aamot, Library Director, said they had received a \$5,000 donation for tablets. The tablets would be for "in-house" use for patrons using e-magazines and e-books. The tablets would also be used for children's story time.

Fossing asked if the computer use at the library would decrease if the tablets are available to patrons. Aamot said she does not know as it depends how the patrons use the tablets.

Nasby noted that no City match was needed for this Remick grant.

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Cooley said he is on the Library Board and they were in favor of the tablets.

Council member Fossing introduced the Resolution No. 2014-40, entitled “RESOLUTION ACCEPTING A GRANT FROM THE ROBERT AND HELEN REMICK CHARITABLE FOUNDATION FOR THE WINDOM LIBRARY” and moved its adoption. The resolution was seconded by Powers and on roll call vote: Aye: Fossing, Jones, Cooley and Powers. Nay: None. Absent: Ray. Abstain: None. Resolution passed 4 – 0.

Nasby said another Remick Foundation grant of \$1,500 was awarded to the Windom EDA for the interactive map project. This project would update the City map and include an electronic version and options to tailor maps to various needs. The Windom Convention and Visitor’s Bureau and EDA were also putting funding into the project.

Council member Powers introduced the Resolution No. 2014-41, entitled “RESOLUTION ACCEPTING A GRANT FROM THE ROBERT AND HELEN REMICK CHARITABLE FOUNDATION FOR THE WINDOM LIBRARY” and moved its adoption. The resolution was seconded by Cooley and on roll call vote: Aye: Fossing, Jones, Cooley and Powers. Nay: None. Absent: Ray. Abstain: None. Resolution passed 4 – 0.

Maricle and the Council thanked the Remick Foundation for all of their support of the Windom community.

13. New Business:

None.

14. Old Business:

Jones asked about an update to the 2013 Street Project. Caldwell said that the City Attorney, City Administrator, engineer and himself had met with the contractor and others. The determination by the contractor, using the information they had gathered, is that they did nothing incorrectly and adhered to the contract so their previous offer was withdrawn. While there still maybe a settlement it will have to be determined. The City Attorney is looking at the contract to provide the City with information on possible options.

Cooley asked if the streets could get worse. Caldwell said the panels that are broken will be addressed, but the issue with the flaking is unknown if that will get worse or not.

Powers asked if the broken panels will be replaced yet this year. Caldwell said it is getting late in the year so it is not likely for 2014.

Cooley said the flaking issue can be seen on several spots on 6th Avenue and this was not done in the fall. Nasby replied that the concrete experts said that water remains in new concrete for 2-3 years and some of that age concrete is showing the same issues.

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Jones asked if sidewalk repairs were needed. Caldwell said the sidewalks have been good and the replacement panels were done due to a crack.

Caldwell said that in a prior year project the City did require a replacement of panels and those did not turn out any better than the original panels. This is a work in progress and additional discussions will be needed with all parties to come up with a solution.

15. Regular Bills:

Motion by Powers seconded by Fossing to approve the regular bills. Motion carried 4 – 0 (Ray absent).

16. Contractor Payment – 2014 Seal Coat Project – Pearson Brothers, Inc.:

Caldwell said the project went very well and the timing turned out to be good as the business district was started about 5:30 pm. He is recommending approval of the payment.

Nasby said the final price was lower than the original contract as the amount of red rock used was lower than anticipated. Caldwell said the contractor is scheduled to remove the excess red rock from the liquor store site.

Fossing asked if the City crew can do the seal coating or share with another entity. Caldwell said it could be possible but buying the equipment is expensive. Powers and Cooley added that there is also a limited window of time to do seal coating, which is when everyone will want to use the equipment so sharing could be difficult.

Powers asked when streets would be swept. Caldwell replied August 20.

Motion by Powers second by Fossing to approve the contractor payment to Pearson Brothers, Inc. for \$40,683.75. Motion carried 4 – 0 (Ray absent).

17. Council Concerns:

None.

18. Adjourn:

Maricle adjourned the meeting by unanimous consent at 8:00 p.m.

Corey Maricle, Mayor

Attest: _____
Steve Nasby, City Administrator

REGULAR MEETING OF THE HOUSING AND REDEVELOPMENT AUTHORITY OF WINDOM, MN

July 9, 2014 ~ 4:00 pm

A regular meeting of the Board of Directors was held on Wednesday, July 9, 2014, in the Riverview Apartments Community Room. Members present: Frank Dorpinghaus, Linda Jaakola and Jens Hansen. Also present were: Hillside Liaison, Audrey Knuth, Executive Director, DeeAnna Bakken and Director of Operations, Connie Clausen. Not present: Board member, Margaret McDonald, Resident Commissioner Ronda Renee Koch and City Liaison, Brad Powers.

The meeting was called to order at 4:00 with the consent agenda approved (Hansen/Jaakola) which included the minutes of the previous meeting, the utility reports, the bills report and the balance report.

Open Forum: The open forum is a portion of the Board meeting where residents will be allowed to address the Board. Persons must register with Connie Clausen, Director of Operations, 48 hours prior to the meeting.

A. Scheduled Guests: None

Old business consisted of:

1. The director reported that a response to the HUD letter has not yet been sent. It is pending information that has been requested from the Fee Accountant.
2. A bid proposal for the 408Rehab Fire Unit was presented along with insurance claim information. A motion was made to accept the bid proposal from Scott Rocker Construction (Jaakola/Hansen).
3. Projects Update:
 - A. Water main Project at Riverview – we received bid proposals with the bid being awarded to Svoboda Excavating for \$15,000. A motion was made to accept the bid proposal of \$15,000 from Svoboda Excavating for \$15,000 (Hansen/Jaakola).
 - B. Replacing existing fire hoses at Riverview Apartments – research in process.
 - C. Rekeying project changed to only common areas this year due to cost.
 - D. Parking lot lighting on hold until parking lot project completed.
 - E. Hillside Porch – RFQ is in process.
 - F. New Sidewalk to new parking lot at Riverview – will be completed with parking lot project.
 - G. Resurfacing of Balconies at Riverview – research in process.
 - H. Insulation for Hillside – research in process.
 - I. New parking lot signage for Hillside & Riverview – research in process.
4. The director reports the proposals for the \$20M Bonding Grant need to be submitted by October.
5. The PILOT change needs to be requested at the Windom City Council meeting starting in August with two board members at each meeting.
6. GPNA Project – the Request for Proposal from the regional group is going out this week. All bids need to be in by August 1st.

New Business consisted of:

1. Connie Clausen has completed her probation period as of May 21st.
2. The Annual Audit is scheduled for August 6th.
3. Discussed MN Unemployment exposure due to recent employee turnover.

4. The director provided her upcoming travel dates as July 12-21, August 29 – September 3, September 15 - 19.
5. The upcoming Board Meetings are as follows: August 13 (Hillside) and September 10 (Riverview).

The meeting was adjourned at 4:50 pm. (Hansen/Jaakola)

Frank Dorpinghaus, Chairman

DeeAnna Bakken, Executive Director

Fire Hall Building Committee Minutes

August 18, 2014

The Windom Fire Hall Building Committee met on August 18, 2014, at 7:00 p.m. at the Windom City Council Chambers. Members present were Dan Ortmann, Mark Stevens, Tim Hacker, Kevin Heggeseh, Brian Cooley, Gary Olson, Jim Axford and Corey Maricle; City Staff Steve Nasby and Denise Nichols. Absent: None. Rahn Larson, Cottonwood County Citizen, and Dirk Abraham, KDOM Radio. Members of the public attending the meeting included Ben Derickson and Jordan Bussa.

1. **Call to Order** – Chair Ortmann called the meeting to order.
2. **Approval of Minutes – M/S/P: Motion made by Stevens, seconded by Olson, to approve the minutes as written. Ayes – 6, Nays – 0.**
3. **Review and Discussion of Potential Site Locations** – The Committee discussed several potential sites within the City. The Committee members provided priorities each department (Fire and Ambulance) required for site selection. It was determined that a central location within the city was necessary to maintain response times by the departments. Two sites that were favored by the Committee were the Witt Park and Fulda Area Credit Union sites.

The Witt Park site is located next to the Cottonwood County Law Enforcement Center. It was noted that this site was identified in 2007 as a potential site for the fire hall. At that time the Council was not in favor of using the site for a fire hall. Committee members pointed out that one of the advantages of this site is there would be reduced costs for the project since the City would not have to purchase property for the project. There were several other factors that would need to be included in project costs including the relocation of electrical equipment, park equipment and tennis courts. The Committee discussed possible relocation sites for the park and tennis courts.

Ortmann reported that the property owner of Fulda Area Credit Union site is not willing to sell the property. Councilmember Cooley mentioned that the property is prime commercial property and questioned whether the Committee's selection of this property for the new fire hall site could create negative public perception of the project.

M/S/P: Motion made by Hacker, seconded by Cooley, to pursue the possibility of locating the new fire hall at Witt Park and include in the project costs the relocation of the park equipment and tennis courts. Ayes – 6, Nays – 0.

The Committee agreed that the next steps would be to set up meetings with groups that would be affected by the selection of this site for the new fire hall. Those groups would include the tennis players, the Hockey Association, BARC, the Electric Department and the Park and Recreation Commission. These meetings would allow the Committee to develop a relocation plan that would be acceptable to the groups involved and the public.

It was also agreed by the Committee that a conversation regarding the purchase of the Fulda Area Credit Union property for the project should take place.

4. **Discuss Timeline/Goals** – The Committee discussed possible timelines and suggested setting a three-month goal for site identification/selection. Following discussion it was agreed to wait until the next meeting before setting a project timeline. The Committee could then obtain more information to determine if the Witt Park site will work for the project.
5. **Other Business** – Councilmember Cooley noted that several people have approached him with questions regarding giving donations to the Fire Hall project. The Committee agreed that donations for the project should be accepted and information regarding donations should be disseminated to the public. It was also mentioned that all donations must be accepted by the City Council.

The next meeting date was set for September 15, 2014, at 7:00 p.m. in the City Council Chambers.

6. **Adjourn – M/S/P: Motion by Hacker, seconded by Axford, to adjourn the meeting.**

**PARK AND RECREATION COMMISSION MEETING
MINUTES AUGUST 20, 2014**

1. Call to Order: The meeting was called to order by Chair Kay Clark 5:15 p.m. at the Arena.

2. Roll Call:

Commission Present:	Jason Kloss, Kay Clark, Angie Blanshan & Jess Smith
Commission Absent:	Jeff LaCanne
City Staff Present:	Recreation Director Al Baloun & Park Superintendent Bruce Caldwell
Council Liaisons:	Brian Cooley Attending & Kelsey Fossing Absent
Public:	Wayne Wormstadt Windom Public School Superintendent

4. Approve Agenda
Motion by Blanshan, seconded by Smith to approve agenda with adjustment to line items
Motion Carried Unanimous

5. Approve Minutes from May 2014 Park & Recreation Commission Meeting
Motion by Blanshan, seconded by Smith to approve minutes
Motion Carried Unanimous

6. Discussion on Recreation Programs and the Windom Schools Involvement
Wayne Wormstadt and the Commission discussed several ideas and concept to create a better recreation program utilizing both parties. Mr. Wormstadt stated that a few communities in our area run the programs this way and he felt this could be a viable option for the city. The commission said we should contact those communities and get information how they share the duties including how the programs are run and also how they handle the maintenance duties if required on ballfields etc. Mr. Wormstadt said he would contact those school districts that do this and share that information to the park commission. The commission is open to options as long as they have equal shared interest. Caldwell's stated he had concerns how and who would handle the field maintenance.

7. Park Superintendents Report; Bruce Caldwell
 - a. 2015-16 Ballfield Usage Agreement with the School Games and Practices including discussion on a new policy for scheduling was tabled due to the item above and will be discussed at a future Park Commission meeting.
 - b. Possible New Location for a New Fire Hall in Witt Park Discussion; Caldwell stated that there are major costs to eliminate the park playground, tennis courts and skate rink in the park. In 2006 when this idea was first discussed Caldwell and Electric Utility Manager Marv Grunig issued an expense report for this to happen on their end. There happens to be a major electric underground line that runs directly through the park that feeds the Law Enforcement Center and BARC. Back in 2005 the city got an opinion from the city attorney stating if we can change the usage of the property. Basically if the city wants to change the usage they would need to accomplish several difficult steps in order to make to become a reality.
 - c. Ownership of Dynamite Park; Cottonwood County has officially asked the city if they would consider taking ownership of the park at no costs. Caldwell & Baloun took a tour of the park and its facilities on Tuesday August 19, 2014. The park is approximately 2 ½ acres. It has a large grass play area, asphalt basketball court & enclosed shelter house. Caldwell said he and Baloun has concerns on a few items that need to be resolved prior to taking over ownership.

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1st the shelter has a wood fireplace and a stock pile of scrap lumber in the building, 2nd the park has two noncompliance outhouses, 3rd there is damaged posts and cable fencing. Therefore the commission stated before they would be willing to take ownership the following needs to be done by the county at their expense.

Motion by Blanshan, seconded by Smith; the shelter house fireplace needs to be made unusable by placing a metal shield on the front. The pile of firewood in the shelter must be removed. The outhouses must be removed and the holes filled in with fill and seeded. The damaged posts be removed or eliminated with consent of the City of Windom Park Superintendent.

Motion Carried Unanimous

- d. June Court Park Access; Caldwell stated that the platted June Court Park area has no access for the department to take care of any maintenance work. Presently the department only mows the park two or three times a year. One month ago we received a complaint about a few dead trees in the park from the ice storm that we had a year ago. We were responsible for that removal. The staff drove across private property to get into the park without knowing it wasn't ours. After reviewing the legal plat of the area we have determined we don't have access to the park at any point therefore it is landlocked. Caldwell said he talked to the Planning and Zoning Officer Jim Kartes, his advice was to talk to the property owner to the east of the park to see if we can get their permission to access the park in writing. If they decline access we have alternatives to acquire that access by law. The commission asked Caldwell for him and Kartes discuss options with the property owner concerning access to the park and if he declines take alternative action to acquire access.
8. Recreation Director's Report- Al Baloun
 - a. Ice Season- Baloun stated that ice is expected to be around the middle of October. Arena staff will be installing most of the glass before the ice mats are laid down. This is different from the past. Baloun hopes by doing this the ice will maintain colder temperatures during the ice making process. Carlson Stewart will be doing the annual maintenance inspection of the compressors within the next few weeks. It is hoped to start compressors around the last week of September.
 - b. Fall Programming – Information for registration of Fall Programming of Soccer and Flag Football will distributed through the schools early next week. Ads will also be run in the Shopper and Citizen as well. Programs will begin on Thursday, September 4 and end of October 14.
 9. Open Mike: none
 10. Meeting adjourned 7:00 p.m.

**Next Park & Recreation Commission Meeting September 10, 2014
5:15 p.m. in the City Hall Council Chambers**

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
AUGUST 25, 2014

1. Call to Order: The meeting was called to order by President Erickson at 12:51 p.m.

2. Roll Call & Guest Introductions:

EDAWN Commissioners: Juhl Erickson, Sally Larson, Justin Espenson, and Dominic Jones.
Absent: Kelsey Fossing.

Also Present: EDA Staff – Aaron Backman, EDA Executive Director, and Mary Hensen, Admin. Asst.; City Administrator Steve Nasby, Mayor Corey Maricle, WADC Liaison Tara Christensen, and Greg Hanefeld.

3. Approval of Minutes:

Motion by Commissioner Espenson, seconded by Commissioner Jones, to approve the Minutes of the EDA Meeting held on July 14, 2014. Motion carried 3-0. (Commissioner Larson arrived after this vote.)

4. Housing Subdivision Discussion – Greg Hanefeld: Greg Hanefeld, a local building contractor, was present to express his concerns about the lack of buildable lots for new residential homes in Windom. He noted that no new homes had been constructed in Windom since 2011. Mr. Hanefeld proposed an idea that Seventh Avenue be extended through the Hoffmann LaCanne Subdivision and across to an extension of Ninth Avenue which would allow the surrounding area to be platted into new lots. He suggested that the lot frontage on any new residential lots be approximately 110 feet. There was a discussion concerning costs for extending streets and the need for certain types of homes in the community.

5. Housing Study – Follow-up Activities: Director Backman advised that on August 1st he met with Rick Goodemann of the Southwest Minnesota Housing Partnership to discuss the results of the housing study and a possible residential project in Windom for SWMHP's consideration. He has also had discussions with a developer concerning a potential rental housing project for Windom.

6. Development Agreement – Ag Builders/GDF: Director Backman reported that on June 17, 2014, TIF District 1-18 was established. This TIF district covers the former "Towlerton Motors" property which was purchased by GDF Properties, LLC. Glen Francis and the employees of Ag Builders of Southern Minnesota and GDF are in the process of rehabilitating the property. It is anticipated that the property will be occupied by Ag Builders and GDF in late fall. After the establishment of the TIF District, it is necessary to enter into a Development Agreement with the Developer (GDF Enterprises, Inc.) which sets forth the agreement between the City of Windom and GDF Enterprises concerning the property and tax increment payments. The Board received a copy of the proposed Development Agreement between the EDA and GDF Enterprises, Inc. concerning Phases I and II of the rehabilitation of this property. After review, the following action was taken.

Motion by Commissioner Espenson, seconded by Commissioner Jones, to recommend to the City Council the approval of the proposed Development Agreement between the City of Windom and GDF Properties, LLC concerning TIF District 1-18. Motion carried 3-0.
(Commissioner Larson arrived after this vote.)

7. North Windom Industrial Park

- A. Department of Commerce, Federal EDA Response: The Board received a copy of a letter from the United States Department of Commerce, Economic Development Administration, dated July 31, 2014, concerning the application submitted by the EDA for Phase 2 improvements in the North Windom Industrial Park. This was the second application to the Federal EDA this year. The letter set forth the reasons why the Federal EDA chose not to approve the application or fund the project. Director Backman reviewed the matter with the Board including possible other funding sources. After further discussion, the following action was taken.

Motion by Commissioner Larson, seconded by Commissioner Espenson, authorizing the EDA to submit an application to the Minnesota Department of Employment & Economic Development in the Business Development Public Infrastructure (BDPI) Grant Program seeking a \$360,000 grant for Phase II of the NWIP. Motion carried 4-0.

- B. Commerce Boulevard Extension: Director Backman advised the Board that it is necessary to extend Commerce Boulevard to the north to allow ingress and egress to and from the Phase II loading docks of the Fast Manufacturing building. Following the denial of Phase II funding by the Federal EDA in late July and pursuant to Board authorization, Director Backman has worked with Dennis Johnson of Wenck Associates concerning engineering for the project. Jim Nickel agreed to construct this extension of Commerce Boulevard utilizing the crushed concrete from the 2013 Street Project which is stockpiled on Lot 1, Block 1 of NWIP. In exchange for his services, Jim Nickel will receive a portion of the surplus crushed concrete. Over the past month, Mr. Nickel's crew has lowered elevations of the parking area east of the Fast Phase II building and for the road extension. Placement of the gravel and other aggregate should be completed by September.

8. Carl Schneider Business Park

- A. North Redding Avenue Extension: Director Backman reported that the EDA has been contacted by Tod Quiring who owns Lots 4 and 5 in Block 2 of the Windom Industrial Park Subdivision ("Carl Schneider Business Park"). These lots are located on the west side of North Redding Avenue and on the south side of a utility easement and westerly of platted 19th Street (just south of the parking area on the EDA's spec building lot). Mr. Quiring is proposing to construct a new 12,000 square foot building on the north side of Lot 5. He has requested that the EDA construct an asphalt extension of North Redding Avenue to 19th Street adjacent to his proposed building and install an extension of the storm sewer system in that area. The Board received copies of the engineer's drawings of the proposed improvements together with a cost estimate of \$67,650.00 for the project. Director Backman outlined a proposed funding option. After further discussion, the following action was taken.

Motion by Commissioner Larson, seconded by Commissioner Espenson, approving the proposed road and storm sewer extensions in the Windom Industrial Park Subdivision, approving the proposed allocation of funding, and authorizing the EDA Director to proceed with negotiations with the Developer and City concerning the funding of the project. Motion carried 4-0.

9. Interactive Community Map

- A. Update and B. Remick Grant: Director Backman updated the Board concerning the progress of this project. Mapformation of Springfield, Minnesota, has begun base map work. On July 25th, the Remick Foundation trustees approved the \$2,000 request for the Interactive Community Map. They are very supportive of the project. On August 1st, the Foundation issued the check for the project with no additional matching requirements. The Windom CVB previously approved \$1,500 and the EDA approved up to \$500 for the project.

10. Career Fair/Business Tour – Update: This update was tabled until the September Meeting.
11. New Business
- A. Business Meetings, Conferences & Events Report: Director Backman advised that he had an opportunity to meet with a site selector, who assists food processing companies, to present information concerning Windom and learn what the selector looks for in a location. He also attended the quarterly Minnesota Marketing Meeting, met with other site selectors, and toured the ViaWest Data Center in Chaska, Minnesota. On August 21st, Director Backman made a presentation at Bank Midwest’s Board of Directors Meeting. Also in attendance at that meeting were legislative representatives and principals from Geronimo Energy.
- B. Director Backman advised the Board concerning a preliminary contact he received from a business prospect who may be interested in a lot in NWIP. Following further discussion, it was the consensus of the Board that the EDA Director should offer Lot 3 or Lot 4 in Block 2 of NWIP to the prospect and begin negotiations with the prospect if he shows interest in a lot in NWIP.
12. Miscellaneous Information:
- A. EDA Monthly Financial Recap: The Board received a copy of the EDA’s Account Activity through July 31, 2014.
- B. River Bluff Townhomes – Monthly Financial Report: The Board received copies of the financial reports provided by Van Binsbergen & Associates for the period ending July 31, 2014.
13. Adjourn: By consensus, President Erickson adjourned the meeting at 1:51 p.m.

Justin Espenson, EDA Secretary-Treasurer

Attest:

Aaron A. Backman, EDA Executive Director

Community Center Commission Minutes
Monday August 25, 2014

1. Call to Order: The meeting was called to order by President Wayne Maras at 5:35 p.m.

2. Roll Call: President: Wayne Maras
CC Director: Brad Bussa
Commission Members: Linda Stuckenbroker
Kelly Woizeschke
Mitch Voehl
Lenny Thiner
Commission Liaisons: Brian Cooley
Bruce Caldwell-Absent
Jo Ann Ray-Absent
EDA Director: Aaron Backman-Absent
Public:

3. Approval of Minutes:

Motion by Linda Stuckenbroker, seconded by Lenny Thiner to approve the June 23, 2014 Community Center Commission Minutes. Motion carried 4-0

4. Additions to the agenda:

Nothing to Report

5. Correspondence:

All were great responses

6. President's Report:

Nothing to Report

7. Director's Report:

- a. 2015 Preliminary Budget Review-reports were reviewed, City Council will review them September 9, 2014
- b. 2015 Preliminary Capital Outlay Review- reports were reviewed, City Council will review them September 9, 2014

8. Resource Management:

Schedule of Events: Reviewed new bookings

Income & Expense: Commission looked over Income and Expense

9. Miscellaneous:

Nothing to Report

10. Open Forum:

Nothing to Report

11. Next Meeting:

Monday September 22, 2014 @ 5:30 pm

Adjourn:

Motion by Kelly Woizeschke, seconded by Mitch Voehl, to adjourn the meeting at 6:10pm. Motion carried 5-0.

Wayne Maras, WCC President

Linda Stuckenbroker, WCC Secretary

Attest: _____
Brad Bussa, WCC Director

UTILITY COMMISSION MINUTES
Windom Council Chamber
August 27, 2014

Call Meeting to Order: The Utility Commission meeting was called to order at 10:00 a.m. on August 27, 2014 in the Windom Council Chamber.

Members Present: Utility Commission Chairperson: Mike Schwalbach
Members Present: Glen Francis and Tom Riordan
Member Absent: None
City Council Liaison: Dominic Jones, Present
Staff Present: Chelsie Carlson, Finance Director, Marv Grunig, Electric Utility Manager; Brent Brown, Electric Superintendent, Mike Haugen, Water / Wastewater Superintendent

APPROVE MINUTES

Motion by Riordan, seconded by Francis, to approve the June 4, 2014 and July 23, 2014 Utility Commission minutes as presented. Motion carried 3 - 0.

NEW BUSINESS

Neptune MRX920 Reading System – Ian Coburn, Neptune Technology Group, Inc, and Dick Wetzell, Ferguson Waterworks, gave a presentation on a meter reading system for water and electric.

The Neptune solution consisted of replacing the existing water meters with Neptune R900i water meters as well as replacing the existing electric meters with meters compatible with the Neptune data collection technology. The Neptune technology uses a mobile data collector to allow drive-by collection of meter data transmitted through R900 radio frequency (RF) meter interface units. The radio transmission from the R900i also provides information to detect tampering, backward water movement, and leak detection. The Neptune meter provides data logging information including 96 days of hourly reads that is available as needed for customer inquiries. The proposal presented included a 20 year warranty on the water meters and also included costs for installation of the water meters by Ferguson Waterworks. The proposal used an estimated cost for electric meters and did not include cost for installation of electric meters.

With additional data collectors this system can be used to collect more frequent readings and meter information for Neptune water meter data only.

This system was recently installed in St. James, MN. The electric and water staff plan to visit St. James to get more information on the installation and product. The electric and water department staff will also continue to research other possible automated meter reading solutions.

WATER/WASTEWATER ITEMS

Landfill Sampling Report – Haugen presented the July 2014 testing results for the former Windom Municipal Dump. Haugen noted Cis-1,2-dichloroethene was detected at MW-9B at 0.95ug/L down from 1.1 ug/L detected in April 2014. Cis-1-2-dichloroethene was not detected at MW-5A or CW-7.

Vinyl chloride was detected in MW-5A at concentrations of 0.64. Concentrations continue to decrease at MW-5A. Vinyl chloride was below the detection limit at CW-7 and MW-9B. The City will continue pumping operations through October 2014 sampling events.

It was also noted that the most recent groundwater elevation data collected at the site indicates that the groundwater table has continue to decline. Since October 2013 there has been 1-foot drop in the groundwater table across the site.

The last 5-year review inspection by the EPA was completed November 19, 2009 so another inspection is due this year.

Windom WWTF Toxicity Reduction Evaluation (TRE) – Haugen informed the Commission that following July 2014 sample, Nitrate has been identified as the primary contributing factor to the effluent toxicity. Kelly Yanke will provide more information at the next Commission meeting. The next WET test with influent/effluent TKN, nitrate+nitrite testing is scheduled for November 2014.

Manhole Quotes – Haugen is still soliciting manhole quotes. He would like to do some work yet this year.

Wellhead Protection Plan– Part I of the Wellhead Protection Plan was approved by the MN Department of Health on August 13th. There is a scoping meeting in September for Part II of the Wellhead Protection Plan.

Water/Wastewater Operator Position– Haugen received 12 applications for the open Water/Wastewater Position. He started interviews this week.

Peterson Feed Mill – Haugen has talked with a contractor to perform the water line installation for Peterson Feed Mill within the next couple of weeks. The Commission requested Haugen keep Peterson informed of the planned work.

Watering Restriction – The Commission discussed current water usage in regards to the watering restrictions currently in place. The Commission told Haugen to make the decision on how long to continue the watering restrictions.

ELECTRIC ITEMS

NSP Annual 5X16 Power Contract Offer – Grunig informed the Commission that Council approved the extension of the Annual NSP 5x16 Power Contract to cover 2016-2020 at the August 16th meeting. The contract approval was based on the Transaction Spec Sheet provided by CMMPA.

Utility Service Pre-Payments – The Commission discussed possible modifications to the Utility Pre-Payment policy for utility services provided to property renters. The Commission will review an updated policy at the next meeting.

REGULAR BILLS

Motion by Francis second by Riordan to pay the regular bills.

Haugen noted the bill from Wenck for Wellhead Protection Plan update is an over-run on the project and approval was not obtained by the Commission.

Motion denied 3 – 0.

Motion by Riordan second by Francis to pay only the Wenck Landfill bill in the packet.

Motion carried 3-0.

NEW BUSINESS

Francis informed the Commission he received an inquiry regarding the cost of connecting city sewer services. The resident was quoted \$10,000 and would like an explanation regarding this cost. Haugen indicated this charge was based on the costs associated with the most recent annexation that was done to add sewer service to three properties. Each property owner was charged the \$10,000 fee to complete that project. The Commission had many questions regarding the determination of this charge. They would like more information to continue this discussion at the next meeting.

OLD BUSINESS

ADJOURN

Schwalbach adjourned the meeting at 1:05 p.m. Next meeting September 24, 2014.

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator

AGREEMENT FOR SERVICE
City of Windom and Southwest Minnesota Broadband Services

This Agreement made this _____ day of August, 2014, by and between the City of Windom, a municipal corporation of Cottonwood County, Minnesota, hereafter called "Windom" and the Southwest Minnesota Broadband Services, a Minnesota non-profit corporation, hereafter called "SMBS".

WITNESSETH that whereas, Windom currently employs a full-time Telecommunications Manager; and

WHEREAS, SMBS is in need of employing a part-time Telecommunications Manager on a temporary and interim basis while it is building its telecommunications system and considering a permanent resolution to its need for such services; and

WHEREAS, SMBS has requested Windom to assist it in satisfying its short-term need for staffing its Telecommunications Manager position, and Windom has expressed an willingness to work with SMBS to, on a contract basis, to facilitate SMBS's request according to the term described herein;

NOW, THEREFORE, in consideration of the premises and promises herein contained, the parties agree as set forth below.

1. **TERM:** The term of this Agreement is for one year, commencing on August 2014 and terminating on December 31, 2014. The parties may mutually agree to extend this term in writing.
2. **TERMINATION:** Either party may terminate this Agreement by providing the other party thirty (30) days written notice. Either party may terminate this Agreement for cause by providing the other party thirty (30) days written notice of the asserted breach of a provision or provisions of this Agreement. If the party receiving such notice has not cured the asserted breach within that thirty-day notice period, this Agreement shall in all respects be terminated.
3. **NOTICES:** All written notices between the parties (including billing) will be addressed as follows:

City of Windom

Attention: City Administrator
444 9th Street
P.O. Box 38
Windom, MN 56101

SMBS

Attention: SMBS Board Chair
301 Main Street
Lakefield, MN 56150

4. **COMMITMENT OF TIME:** To the extent requested by SMBS, Windom will provide to SMBS its Telecommunications Manager, up to one-half (50%) time equivalent based on a 2,080 FTE. It is acknowledged by both parties that the time spent by Windom's Telecommunications Manager at SMBS will change from week to week depending upon the requirements of each of the respective organizations, and

that cooperation and flexibility in arranging and scheduling time will be of primary importance. However, Windom is not required to provide its Telecommunications Manager for more than the equivalent of one-half (50%) time equivalent as measured during the full term of this Agreement.

Telecommunications Manager shall perform work as needed but is not required to work in excess of sixty (60) hours per week without the written consent of Windom, SMBS and Telecommunications Manager.

5. **INSURANCE:** Telecommunications Manager will remain an employee of Windom. Windom will maintain workers compensation, liability insurance, health insurance and insure automobiles owned by Windom that may be utilized by the Telecommunications Manager. SMBS will insure automobiles owned by SMBS that may be utilized by the Telecommunications Manager. SMBS will also maintain liability insurance for its operations, for all work performed by SMBS, and will carry its own Errors and Omissions policy.
6. **COMPENSATION:** SMBS shall pay to Windom for said Telecommunications Manager's services the amount of \$68.00 per hour for the percentage of hours spent by said Telecommunications Manager in performing services for SMBS based upon a 40-hour work week regardless of when those hours are incurred. Any time spent by Telecommunications Manager traveling to or from SMBS to or from Windom, or to some other destination on behalf of SMBS, will count as hours worked for SMBS.

Vacation time or sick leave used by Telecommunications Manager during the time period covered by this Agreement will be prorated between Windom and SMBS according to the percent of time spent working at Windom or SMBS over the prior four-week pay period.

Telecommunications Manager's time will be documented solely by the Telecommunications Manager on a timesheet provided by Windom covering two-week segments. Windom is not otherwise responsible for documentation of Telecommunications Manager's time.

7. **VEHICLE and CELL PHONE:** Windom will be reimbursed at the IRS mileage rate for the Telecommunications Manager traveling to or from SMBS, to or from Windom, or to some other destination on behalf of SMBS. Mileage will be documented solely by Telecommunications Manager on a form to be provided by Windom. Windom is not otherwise responsible for documentation of Telecommunications Manager's mileage claim. Telecommunications Manager has been provided a cell phone and applications for its use for business purposes. SMBS and Windom shall each pay 50% of the monthly charge for Telecommunications Manager's cell phone and user fees.
8. **BILLING:** Windom shall submit a monthly invoice to SMBS setting forth the hours worked by the Telecommunications Manager on behalf of SMBS during the preceding month, any mileage charges and for cell phone expenses. SMBS shall

pay said invoice in full within thirty (30) days of its receipt. If SMBS disputes a charge it shall do so in writing within ten (10) days of its receipt of the invoice, but it shall be required to pay invoice as defined herein. Within ten (10) business days of a written dispute being received by Windom its City Administrator will meet with the SMBS Board Chair and Telecommunications Manager for resolution. In the event the parties are unable to resolve that dispute, the matter shall be determined by binding arbitration.

9. **EMPLOYMENT:** Windom's Telecommunications Manager shall remain an employee of Windom and nothing herein shall create an employer - employee relationship between Telecommunications Manager and SMBS. Without limiting the generality of the foregoing, the parties agree as follows:
 - a. Windom shall be liable for all wages and other compensation and benefits due to its Telecommunications Manager, and for collecting, remitting, and reporting employment and withholding taxes related thereto and for all workers' compensation coverage, unemployment, and retirement contributions. The Telecommunications Manager shall be considered to be acting in the course of his employment with Windom at all times he is serving either Windom or SMBS, including any time spent in traveling to or from either location or traveling elsewhere on behalf of either party. It is hereby acknowledged and understood by SMBS that Telecommunications Manager has a duty to represent the best interests of Windom; Telecommunications Manager will promptly inform SMBS of any conflicts of interest of which he becomes aware.
 - b. Windom retains right, at any time, for any reasons whatsoever, to remove and replace the individual serving as its Telecommunications Manager subject only to the law and any agreements governing its employment relationship with said Telecommunications Manager. Should Windom's employment of its Telecommunications Manager end, for whatever reason, Windom shall promptly give notice to SMBS. At that point, either party may promptly and immediately terminate this Agreement by written notice, with no further obligation to the other party beyond payment for services (and expenses) rendered prior to the date of termination.
 - c. SMBS has conducted its own review of Windom's current Telecommunications Manager and has made its own independent judgment of said Telecommunications Manager's suitability for its purposes, and Windom makes no assurances or guarantees regarding either its Telecommunications Manager nor any outcomes that may be anticipated by SMBS under this Agreement. Should SMBS determine that said Telecommunications Manager is not fully satisfactory to its purpose, its only remedy shall be to provide notice of termination under Section 2 of this Agreement, refrain from requesting any additional time be provided to it by said Telecommunications Manager, and full compensate Windom for any already used, but not yet paid for time or services.

- d. SMBS acknowledges the need for Windom to retain the ability to direct the work of its Telecommunications Manager and agrees that SMBS will not enter into any additional agreements or contract for services with Windom's Telecommunications Manager for a period of one year following the termination of this Agreement.
10. IDEMNIFICATION: Windom agrees to defend and indemnify SMBS, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses arising out of Windom's or its Telecommunications Manager's performance or failure to perform any duties under this Agreement. SMBS agrees to defend and indemnify Windom, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses arising out of Telecommunication Manager's performance or failure to perform his duties where such performance or failure to perform was directly caused by SMBS.
11. CONFIDENTIALITY: Each party recognizes and acknowledges that said Telecommunications Manager has and will have access to certain confidential information of the other party, including but not limited to non-public data relating to employees and/or facilities and operations of each party. Each party will treat as confidential all confidential information of the other party; will implement reasonable procedures to prohibit the disclosure, unauthorized duplication, use misuse, or removal of the other party's confidential information; and will comply with the provisions of the Minnesota Data Practices Act.
12. NO SOLICITATION: SMBS shall not solicit, induce, recruit, or otherwise take any action the result of which is the creation of an employment relationship between it and Telecommunications Manager at any time during the term of this Agreement nor during a period extending from the date this Agreement is terminated through the date which is one year thereafter.
13. NO PARTNERSHIP OR JOINT VENTURE: The parties hereby specifically declare that the legal relationship created hereby shall not, under any circumstances, constitute a partnership, joint venture, or employee relationship.
14. NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement is intended to confer rights or remedies under or by reason of this Agreement on any person, other than the parties hereto. Nothing in this Agreement is intended to relieve or discharge the obligations or liabilities of any third persons to any party hereto or to give any third party any right of subrogation or action over or against any party hereto.
15. ASSIGNMENT PROHIBITED: This Agreement may not be assigned by either party for any purpose without the prior written consent of the other party.
16. AMENDMENTS: Either party may request to amend this agreement in writing to the other party. If both parties agree to amend the agreement any amendment shall be in writing with an effective date established. Any said amendments shall

be approved by the respective boards/commissions and signed by authorized representatives of both parties.

17. **SEVERABILITY:** If any provision of this Agreement is held illegal, invalid, or unenforceable, that provision will be fully severable and this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never been part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect, and there will be added automatically to this Agreement a legal, valid, and enforceable provision that is as similar to the severed provision as possible.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed:

City of Windom

**Southwest Minnesota
Broadband Services**

Mayor

Board Chair

City Administrator

Board Secretary



COTTONWOOD COUNTY PARKS DEPARTMENT

Jacqueline Zevenbergen, Parks and Trails Director

1355 9th Avenue □ Windom, MN 56101

Ph. (507) 831-1389 Fax (507) 831-2367

MEMORANDUM

Date: 12 August 2014

To: City of Windom- Council Members

From: Jacqueline Zevenbergen, Parks and Trails Director

Subject: Dynamite County Park

Dynamite is a three-acre County Park along the Des Moines River on the edge of, but within, the City limits of Windom. Much of the county park was developed through donation of time, labor and funds from local citizens. Although the property was once used to store dynamite, it has a long history as a park. Cottonwood County would like to have the park remain as one, but because of its location does not feel the need to maintain it as a County Park. Pursuant to Minn.Stat. 465.035 Cottonwood County would like to convey Dynamite Park to the City of Windom, on the condition, pursuant to statute, the land remain for public use. I am requesting a time to present and discuss the possible adjunct.

Memo

Date: 8/28/14
To: City Council
From: Bruce Caldwell Parks Department Superintendent, Windom Park & Recreation Commission
Re: Dynamite Park Change of Ownership Request Cottonwood County

During the Park Commission meeting on August 20, 2014 they reviewed the request from Cottonwood County concerning the city taking over ownership of Dynamite Park. The following is what was discussed at that meeting

Ownership of Dynamite Park; Cottonwood County has officially asked the city if they would consider taking ownership of the park at no costs. Caldwell & Baloun took a tour of the park and its facilities on Tuesday August 19, 2014. The park is approximately 2 ½ acers. It has a large grass play area, asphalt basketball court & enclosed shelter house.

Caldwell said he and Baloun has concerns on a few items that need to be resolved prior to taking over ownership.

- a. The shelter has a wood fireplace and a stock pile of scrap lumber in the building,
- b. The park has two noncompliance outhouses
- c. There is damaged posts and cable fencing.

The condition of the asphalt pad where the basketball court is located is old and has a few cracks that can be repaired, other than that the surface is in fair to good condition.

Therefore the commission stated before they would be willing to take over ownership if the following items are completed by Cottonwood County at their expense.

- a. **The shelter house fireplace needs to be made unusable by placing a metal shield on the front.**
- b. **The pile of firewood in the shelter must be removed.**
- c. **The outhouses must be removed and the holes filled in with fill and seeded.**
- d. **The damaged posts be removed or eliminated with consent of the City of Windom Park Superintendent.**
- e. **The county assumes all costs related to the change of ownership.**

As of this Memo we have not received any response from the county concerning our proposal.



City of Windom Staff Report

To: Mayor and Windom City Council
From: Aaron Backman, EDA Executive Director
Council Meeting Date: September 2, 2014

Item Title/Subject: **CONSIDERATION AND APPROVAL OF THE GDF PROPERTIES, LLC, DEVELOPMENT AGREEMENT PERTAINING TO THE TAX INCREMENT FINANCING (TIF) DISTRICT 1-18**

Background:

Glen Francis, owner of GDF Enterprises and Ag Builders of Southern Minnesota, is seeking to redevelop an area of two parcels encompassing 6.3 acres of land (the former Towleron Motors auto dealership site) at the junction of Highways 60 and 71. His intention is to eventually relocate the Ag Builders and GDF Enterprises offices and showroom from their current facility east of the railroad tracks to 1815 First Avenue.

As Councilmembers are aware, on June 17, 2014, the Windom City Council approved a Redevelopment TIF District for the area following a public hearing. Excluding the separate storage building in the back east side of the property, the 31,000 sq. ft. complex would be renovated in stages. Phase I entails the renovation of the front half of the complex (approximately 15,560 sq. ft.) facing the Highway 60/71 frontage road. Four areas will be repurposed: the former showroom (7,680 sq. ft.) will now have 10 sales and administrative offices and space to highlight various products, a former garage (1,280 sq. ft.) will become the employee breakroom, the front office (600 sq. ft.) will become the boardroom, and the parts/body shop (6,000 sq. ft.) will have parts inventory, offices, and a service area. Phase II of the project would entail the renovation of most of the back half of the main complex (roughly 13,560 sq. ft.). This would include the quonset structure and the former service shop of the auto business.

The City now needs to formalize the level of TIF assistance to be provided to the developer (GDF Properties, LLC) as part of a Development Agreement (DA). The DA specifies the length of time and the amount of financial assistance that will be provided for eligible redevelopment activities within the TIF District (1-18). Eligible activities include: site preparation and cleanup, demolition, parking lot improvements, exterior utilities and light poles, and loading docks. It should be noted that the DA is limited to only the projects in Phases I and II. A separate agreement would be developed sometime in the future for potential redevelopment activities pertaining to other projects on the property.

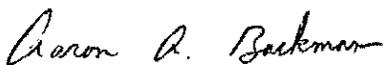
At its regular meeting on August 25, 2014, the Windom EDA discussed Phases I and II of the GDF Properties project and the level of TIF assistance requested. It was noted that Mr. Francis is investing over \$450,000 into the property and that the market value is expected to double as a result of the project. Taking into account the overall investment into the site and the projected increase in tax base to the City, the EDA adopted a motion recommending the City Council approve a maximum TIF assistance of \$100,000 over ten years. The TIF financial assistance provides for reimbursement to the developer of a portion of the eligible costs for redeveloping the former Towleron Motors site located in TIF District 1-18 (referred to as the Ag Builders District).

The EDA has been working with Ehlers & Associates, the EDA's TIF financial advisors, regarding the TIF calculations and projections. The proposed Development Agreement (see attached document) provides for reimbursement to the developer of a portion of the eligible costs includes a "not to exceed" amount and was prepared by Bob Deike, the EDA's TIF attorney.

The EDA Executive Director will be present at the council meeting on September 2nd and can respond to questions that members may have regarding the proposed Phases I & II GDF/Ag Builders TIF assistance and the proposed development agreement between the City and the developer.

Requested Action: Approve the proposed Development Agreement between the City of Windom and GDF Properties, LLC that provides for TIF assistance for Phases I and II of the GDF project with a "not to exceed" amount of \$100,000 over 10 years.

Respectfully submitted,



Aaron A. Backman
EDA Executive Director

Attachments

Memo

To: Aaron Backman, Windom EDA Executive Director
Cc: Bob Deike, Bradley & Deike, P.A.
From: Todd Hagen, CIPFA, Public Finance Advisor
Date: July 28, 2014
Subject: Summary of Contract for Private Development by and between the City of Windom and Ag Builders of Southern Minnesota, Inc. (Redevelopment TIF 1-18)

Terms of financial assistance:

- **Tax Increment:** The City will provide financial assistance in the form of tax increment, payable to the Developer each February 1 and August 1, which is 90% of the increase in tax capacity due to development of the new facilities and received by the City during the six-month period prior to each payment date.
- The purpose of the tax increment is to pay for public improvements and site preparation.
- The City will reimburse the Developer when the Developer has provided the City with evidence of site preparation; parking area/loading dock improvements, utilities, and demolition/site clean-up totaling \$100,000. Tax increment payments from the City to the Developer will begin on August 1, 2016 and run to the earlier of February 1, 2026 or until the Developer has been reimbursed an amount not to exceed \$100,000.
- There will be a maximum of 10 years of financial assistance from the City for this project.

Not a Business Subsidy:

- The financial assistance is less than \$150,000 and thus is not considered a business subsidy.
- Developer will pay costs of preparation of the Contract.

Construction:

- The project will facilitate development of an approximately 31,000 square foot multi-phase renovation of the former Towlerton Auto dealership to the future home of Ag Builders of Southern Minnesota, Inc. and GDF Enterprises located along US Highway 60 at 1815 First Avenue in the City. The two parcels involved are PIN 25-164-0060 and PIN 25-164-0080. The first phase will renovate approximately 15,560 square feet of the existing building. The second phase will renovate approximately 13,560 square feet of the existing building. The third phase will renovate approximately 1,984 square feet of the existing building. The



3060 Centre Pointe Drive
Roseville, MN 55113-1105
Phone: 651-697-8508
Fax: 651-697-8555
thagen@ehlers-inc.com

building will be owned by the GDF Properties, LLC and leased to and operated by Ag Builders of Southern Minnesota, Inc.

- Construction on Phase 1 is scheduled to be completed in 2014, Phase 2 in 2015, and Phase 3 in 2016.

Assignment and indemnification matters:

- Prior to issuance of the Certificate of Completion for the new facilities, the Developer will not transfer or assign the property except with prior written approval from the City.
- The Developer will indemnify the City against any loss or damage arising from any defect in the Minimum Improvements and any claim arising from the Agreement.

Events of default and remedies:

- In brief, if the Developer defaults under the Agreement, the City may (among other things) withhold tax increment payments or terminate the Agreement.

Developer contact information:

- GDF Properties, LLC
Attn: Glen D. Francis
817 Eighteenth Street
Windom, MN 56101-1105

8-8-14

DEVELOPMENT AGREEMENT

By and Between

THE CITY OF WINDOM

and

GDF PROPERTIES, LLC

Dated as of: _____, 2014

This document was drafted by:

BRADLEY & DEIKE, P. A.
4018 West 65th Street, Suite 100
Edina, MN 55435
Telephone: (952) 926-5337

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made on or as of the ____ day of _____, 2014, by and between the City of Windom, a statutory city under the laws of the State of Minnesota (hereinafter referred to as the "City"), and having its principal office at City Hall, 444 9th Street, Windom, Minnesota 56101, and GDF PROPERTIES, LLC, a Minnesota limited liability company (hereinafter referred to as the "Developer"), having its principal office at 817 Eighteenth Street, Windom, Minnesota 56101-1105.

WITNESSETH:

WHEREAS, the City is a municipal corporation organized and existing pursuant to the Constitution and laws of the State of Minnesota and is governed by the Council of the City (the "Council"); and

WHEREAS, the City has established within the City its Municipal Development District No. 1 pursuant to Minnesota Statutes, Sections 469.124 - 469.134, providing for the development and redevelopment of certain areas located within the City (which development district is hereinafter referred to as the "Project"); and

WHEREAS, the City has approved the establishment of its Tax Increment Financing District No. 1-18, a redevelopment district, within the Project pursuant to Minnesota Statutes, Sections 469.174-469.179 (which tax increment financing district is hereinafter referred to as the "Tax Increment District"); and

WHEREAS, pursuant to Minnesota Statutes, Section 469.176, subdivision 4, tax increment derived from the Tax Increment District may be used in accordance with the tax increment financing plan created in connection with the establishment of the Tax Increment District to pay the capital and administration costs of the Project; and

WHEREAS, pursuant to Minnesota Statutes, Section 469.126, the City is authorized within the Project to acquire, construct, reconstruct, improve, alter, extend, operate, maintain or promote developments; and

WHEREAS, the Developer has submitted to the City a proposal by which the Developer would undertake the development of an approximately 31,000 square foot multi-phased renovation of a former auto dealership building; and

WHEREAS, the Developer has as a part of its proposal requested that the City provide certain financial assistance to aid in its development, without which such development would not be possible; and

WHEREAS, City believes that the development of the proposed facility by the Developer will create redevelopment property that is currently underutilized and that contains substandard buildings, enhance the tax base of the City and is in the best interest of the City and its residents

and in accord with the public purposes and provisions of applicable federal, state and local laws under which the Project is being undertaken and assisted;

NOW THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Act" means Minnesota Statutes, Sections 469.124-469.134, as amended.

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"Available Tax Increment" means with respect to each Scheduled Reimbursement Date under Section 3.2 of this Agreement, ninety percent (90%) of the Tax Increment received by the City in the six (6) month period preceding such Scheduled Reimbursement Date.

"City" means the City of Windom, or its successors or assigns.

"Construction Plans" means the site plan, utility plan, grading and drainage plan, landscape plan, elevations drawings and related documents on the construction work to be performed by the Developer on the Property which have been or will be submitted for approval by the City building official and City departments and the plans, specifications, drawings and related documents on the construction work to be performed by the Developer on the Property which are to be submitted to the building official of the City.

"County" means Cottonwood County, Minnesota.

"Developer" means GDF PROPERTIES, LLC, a Minnesota limited liability company, its successors and assigns and any future owner of any right, title or interest in the Property.

"Event of Default" means an action by the Developer listed in Article IX of this Agreement.

"Improvements" means the development of an approximately 31,000 square foot multi-phased renovation of a former auto dealership building, including interior and exterior renovation and site work all in accordance with the approved Construction Plans.

"Phase I" means that portion of the Improvements consisting of the renovation of approximately 15,560 of the existing building on the Property.

"Phase II" means that portion of the Improvements consisting of the renovation of approximately 13,560 of the existing building on the Property.

"Project" means the City's Municipal Development District No. 1.

"Project Area" means the real property located within the boundaries of the Project.

"Project Plan" means the development program and plan adopted in connection with creation of the Project.

"Property" means the real property described as such on the attached Schedule A.

"Reimbursable Costs" means the costs to be initially paid by the Developer and reimbursed by the City pursuant to Section 3.2 of this Agreement, which costs are described on Schedule B to this Agreement.

"Scheduled Reimbursement Date" means a date on which the City is scheduled to make a payment to the Developer pursuant to Section 3.2 of this Agreement.

"State" means the State of Minnesota.

"Tax Increment" means that portion of the real property taxes paid with respect to the Property and Improvements that is received by the City as tax increment pursuant to the Tax Increment Act.

"Tax Increment Act" means the Tax Increment Financing Act, Minnesota Statutes, Sections 469.174-469.179, as amended and as it may be further amended from time to time.

"Tax Increment District" means Tax Increment District No. 1-18 created by the City within the Project Area.

"Tax Increment Plan" means the tax increment financing plan adopted by the City in connection with its creation of the Tax Increment District, which plan together with the information and findings contained therein is hereby incorporated herein and made a part hereof by reference.

"Termination Date" means the date that the City is no longer obligated to make reimbursement payments to the Developer under this Agreement.

"Unavoidable Delays" means delays which are the direct result of acts of God, unforeseen adverse weather conditions, strikes, other labor troubles, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit, and which directly results in delays.

ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city under the laws of the State. Under the laws of the State, the City has the power to enter into this Agreement and to perform its obligations hereunder.

(b) The City will cooperate with the Developer with respect to any litigation commenced with respect to the Project Plan, Project, or Improvements.

(c) The City has received no notice or communication from any local, state or federal official that the activities of the Developer or the City in the Project Area may be or will be in violation of any environmental law or regulation. The City is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a Minnesota limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its articles of organization, operating agreement or member control agreement or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its members.

(b) The Developer will construct the Improvements in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations), except for variances necessary to construct the improvements contemplated in the Construction Plans approved by the City.

(c) The Developer has received no notice or communication from any local, state or federal official that the activities of the Developer or the City in the Project Area may be or will be in violation of any environmental law or regulation. The Developer is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure. In the event that it is necessary to take any action to obtain any necessary permits or approvals with respect to the Property under any local, state or federal environmental law or regulation, the Developer will be responsible for taking such action.

(d) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) The Developer will cooperate with the City with respect to any litigation commenced with respect to the Project Plan, Project, or Improvements.

ARTICLE III

City Reimbursements

Section 3.1. Basis for Assistance. The buildings and improvements currently located on the Property are substandard and blighted. The City believes that the development of the Improvements by the Developer will eliminate the blight currently on the Property and maximize the use of property that is currently underutilized. The high cost of redeveloping blighted buildings renders it financially infeasible to be undertaken solely through private investment. The City has determined that it is in the vital interests of the City and its residents that the Improvements be developed, and that the Improvements will not be constructed without the financial participation of the City as proposed by the Developer. In consideration of the Developer's agreement to undertake the development of the Improvements, the City is willing to defray up to \$100,000.00 of the Developer's costs of developing the Improvements by reimbursing the Developer for its payment of certain costs relative to its development pursuant to Section 3.2 of this Agreement.

Section 3.2. City Reimbursements. (a) The City agrees to defray a portion of the Developer's costs of constructing the Improvements by using Available Tax Increment to reimburse the Developer for such costs. The costs to be reimbursed by the City (the "Reimbursable Costs") are described on Schedule B to this Agreement. The maximum amount of the Reimbursable Costs that the City will reimburse is \$100,000.00. Upon completion of the Improvements, the Developer shall provide to the City evidence in the form of invoices, proof of payment, lien waivers, and other documentation required by the City demonstrating the amount of the Reimbursable Costs that were incurred and paid by the Developer. The City shall then determine the amount of the Reimbursable Costs, which amount shall not exceed \$100,000.00

(b) Commencing on August 1, 2016 and continuing on each February 1 and August 1, up to and including February 1, 2026 (the "Scheduled Reimbursement Dates"), or until such earlier time as the City has paid all of the Reimbursable Costs, the City will pay to the Developer the Available Tax Increment to reimburse the Developer for the Reimbursable Costs. No interest shall accrue with respect to the City's obligation to pay the Reimbursable Costs. The City's obligation to make such payments shall terminate on the earliest of the following:

(i) On February 1, 2026;

- (ii) At such time as this Agreement is terminated in accordance with its terms;
- (iii) Upon termination of the Tax Increment District; or
- (iv) When the City has paid the entire amount of the Reimbursable Costs.

(c) The City's obligation to pay the Reimbursable Costs pursuant to this Agreement, is not a general obligation of the City, the State, or any political subdivision thereof and the City shall have no obligation to pay the Reimbursable Costs from any source except and to the extent of Available Tax Increment.

(d) The Developer shall be solely responsible for all construction items included within the description of Reimbursable Costs and for the initial payment of the cost thereof and shall indemnify, defend and hold the City harmless from and against any claims in connection with such work.

Section 3.3. Conditions Precedent to City Reimbursements. Notwithstanding anything to the contrary contained herein, the City's obligation to make any payment toward the Reimbursable Costs shall be subject to satisfaction, or waiver in writing by the City, of both of the following conditions precedent:

- (a) the Developer shall not be in default under the terms of this Agreement;
- (b) the Developer shall have submitted and the City shall have approved Construction Plans for the Improvements; and
- (c) the Developer shall have provided documentation in a form required by the City demonstrating that the Developer has paid the Reimbursable Costs.

Section 3.4. City's Costs. The Developer shall pay all of the City's costs for attorney and consultants incurred in connection with the negotiation and preparation of this Agreement, which costs shall be invoiced by the City and which payments shall be made within thirty (30) days of such invoice(s).

ARTICLE IV

Construction of Improvements

Section 4.1. Construction of Improvements. The Developer agrees that it will construct the Improvements on the Property in accordance with the approved Construction Plans and at all times prior to the Termination Date will operate and maintain, preserve and keep the Improvements or cause the Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 4.2. Construction Plans. (a) As of the date hereof, the Developer has submitted and the City has approved Construction Plans for the Improvements. Nothing in this section shall be deemed to relieve the Developer's obligations to comply with the requirements of the City's normal construction permitting process.

(b) If the Developer desires to make any material change in any Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its review and approval. If the Construction Plans, as modified by the proposed change, are satisfactory to the City, the City shall approve the proposed change and notify the Developer in writing of its approval. Any requested change in the Construction Plans shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Developer, setting forth in detail the reasons therefor. Such rejection shall be made within ten (10) days after receipt of the notice of such change.

Section 4.3. Commencement and Completion of Construction. (a) Subject to Unavoidable Delays, the Developer shall complete the construction of Phase I of the Improvements by December 31, 2014 and the Phase II of the Improvements by December 31, 2016. All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City.

(b) The Developer agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Developer, and its successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section 4.3 of this Agreement. Until construction of the Improvements has been completed, the Developer shall make construction progress reports, at such times as may reasonably be requested by the City, but not more than once a month, as to the actual progress of the Developer with respect to such construction.

ARTICLE V

Insurance and Condemnation

Section 5.1. Insurance.

(a) The Developer will provide and maintain at all times during the process of constructing the Improvements and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Improvements at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy;

(ii) Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, Broadening Endorsement including contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Worker's compensation insurance, with statutory coverage and employer's liability protection.

The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State, the liability insurer to be rated A or better in Best's Insurance Guide. The policy of insurance delivered pursuant to clause (i) above shall contain an agreement of the insurer to give not less than thirty (30) days' advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder.

(b) Upon completion of construction of the Improvements and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, all risk vandalism and malicious mischief, boiler explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Improvements, but any such policy may have a deductible amount of not more than \$20,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer, selected and paid for by the Developer and approved by the City.

(ii) Commercial general public liability insurance, including personal injury liability (with employee exclusion deleted), and automobile insurance, including owned, non-owned and hired automobiles, against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$2,000,000.00.

(iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided

that the Developer may be self-insured with respect to all or any part of its liability for worker's compensation.

(c) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby.

(d) The Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Improvements or any portion thereof resulting from fire or other casualty. In the event of any such damage, the Developer will forthwith repair, reconstruct and restore the Improvements to substantially the same or an improved condition or value as existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

The Developer shall complete the repair, reconstruction and restoration of the Improvements, whether or not the Net Proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any proceeds remaining after completion of such repairs, construction and restoration shall be remitted to the Developer.

Section 5.2. Condemnation. In the event that title to and possession of the Improvements or any material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person prior to the Termination Date, the Developer shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking. Upon receipt of any condemnation award, the Developer shall elect to either: (a) use the entire condemnation award to reconstruct the Improvements (or, in the event only a part of Improvements have been taken, then to reconstruct such part) within the Project Area; or (b) retain the condemnation award whereupon in the event that a substantial portion of the Redevelopment Property and Minimum Improvements have been taken, the City's reimbursement obligations under Section 3.2 shall terminate as of the date of the taking.

ARTICLE VI

Taxes; Tax Increment

Section 6.1. Real Property Taxes. The Developer shall pay or cause to be paid when due and prior to the imposition of penalty all real property taxes and installments of special assessments payable with respect to the Property after the Developer acquires the Property.

Section 6.2. Tax Increment. The Developer acknowledges that the City has made no warranties or representations to the Developer as to the amounts of Tax Increment that will be generated or that the Available Tax Increment will be sufficient to pay the Reimbursable Costs in whole or in part. Nor is the City warranting that it will have throughout the term of this Agreement the continuing legal ability under State law to apply Tax Increment to the payment of the City's reimbursement obligations, which continued legal ability is a condition precedent to

the City's obligations under this Agreement. To the extent that in any year or years the City receives Tax Increment in excess of the amounts necessary to pay amounts due under Section 3.2 of this Agreement, the City shall be free to use such excess Tax Increment for any purpose for which such Tax Increment may be used under the Tax Increment Act.

ARTICLE VII

Financing

Section 7.1. Developer Financing. On or before September 30, 2014, the Developer shall provide to the City evidence in a form acceptable to the City showing that the Developer has secured financing sufficient to complete the Improvements.

ARTICLE VIII

Prohibitions Against Assignment and Transfer, Indemnification

Section 8.1. Prohibition Against Transfer of Property and Assignment of Agreement. The Developer represents and agrees that prior to the issuance of a certificate of occupancy by the City for the entire Improvements the Developer has not made or created, and will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease (other than a lease to Ag Builders of Southern Minnesota, Inc.) or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property or any part thereof or any interest herein or therein, or any contract or agreement to do any of the same, without the prior written approval of the City. No such assignment or transfer shall relieve the Developer of any liability under this Agreement unless the City in writing specifically releases the Developer.

Section 8.2. Release and Indemnification Covenants.

(a) The Developer releases from and covenants and agrees that the City and the governing body members, officers, agents, servants and employees thereof shall not be liable for and agrees to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Improvements.

(b) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and the governing body members, officers, agents, servants and employees thereof, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Improvements.

(c) The City and the governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of the company or its officers, agents, servants or employees or any other person who may be about the Property or Improvements due to any act of negligence of any person.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

ARTICLE IX

Events of Default

Section 9.1. Events of Default Defined. The term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

Section 9.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 9.1 of this Agreement occurs, the City may immediately suspend its performance under this Agreement, including its reimbursement obligations under Article III, until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement and may take any one or more of the following actions after providing thirty (30) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days:

(a) Terminate this Agreement, including its reimbursement obligations under Article III;

(b) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IX.

Section 9.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 9.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall be liable for the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE X

Additional Provisions

Section 10.1. Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor or on any obligations under the terms of the Agreement.

Section 10.2. Restrictions on Use. The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Developer, and such successors and assigns, shall devote the Property to, and only to and in accordance with, the uses specified in this Agreement; provided, that any commercial use permitted by applicable zoning laws will satisfy the requirements of this Section.

Section 10.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at 817 Eighteenth Street, Windom, MN 56101-1105, Attn: Glen D. Francis; and

(b) in the case of the City, is addressed to the City at P.O. Box 38, Windom, MN 56101-0038.

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 10.5. Disclaimer of Relationships. Nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by any person to create any

relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture among the City, the Developer, and/or any third party.

Section 10.6. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 10.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.8. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF WINDOM, MINNESOTA

By _____
Corey Maricle, Mayor

By _____
Steven Nasby, City Administrator

GDF PROPERTIES, LLC

By _____
Glen Francis, its _____

By _____
Denise L. Francis, its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF COTTONWOOD)

The foregoing instrument was acknowledged before me this _____ day of September, 2014, by Corey Maricle and Steven Nasby, the Mayor and City Administrator, respectively, of the City of Windom, Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF COTTONWOOD)

The foregoing instrument was acknowledged before me this _____ day of September, 2014, by Glen Francis and Denise L. Francis, the _____ and _____, respectively of GDF PROPERTIES, LLC, a Minnesota Limited Liability Company, on behalf of the company.

Notary Public

SCHEDULE A

Description of Property

The Property consists of the parcels of property with the following Property Identification Numbers:

PIN 25-164-0060

PIN 25-164-0080

SCHEDULE B

Reimbursable Costs

The following costs constitute the Reimbursable Costs for which City will reimburse the Developer pursuant to the terms and limitations contained in the Agreement:

Cost Item

Subject to review of receipts and approval, up to \$100,000.00 for:

Site preparation, parking area/loading dock improvements, utilities, and demolition/site cleanup

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
DATE: August 28, 2014
RE: Budget Meeting Dates and Public Input

At the August 19, 2014 City Council meeting the consensus was to set September 9th as a budget workshop. This workshop will be held at the Windom Community Center, Small Conference Room. What staff is requesting is that the City Council approves this as a special meeting and set a start time.

Also, the City is required to notify the County Auditor and the public regarding the dates for public comment on the proposed 2015 budget and tax levy as well as their adoption. The public comment and adoption of the budget and tax levy cannot be done at the same meeting. As in the past, staff is suggesting these two meetings be the two regularly scheduled City Council meetings in December. The proposed meeting dates and time would be as follows:

Public Comment on Proposed 2015 Budget and Tax Levy: **December 2, 2014 at 7:00 pm**
City Hall, Council Chamber

Adoption of the 2015 Budget and Tax Levy: **December 16, 2014 7:30 pm**
Windom Community Center

If you have any questions please contact me at 831-6129 or at snasby@windom-mn.com

RESOLUTION #2014-

INTRODUCED:

SECONDED:

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

AUTHORIZATION TO ACCEPT A DONATION TO THE WINDOM LIBRARY FOR THE TEEN READ PROGRAM

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

WHEREAS, the City of Windom has received a donation from SW Area Multicounty Multitype Interlibrary Exchange (SAMMIE) in the amount of \$100.00; and

WHEREAS, the donation requires that the funds be used for the Teen Read Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the donation in the amount of \$100.00, offered by SW Area Multicounty Multitype Interlibrary Exchange (SAMMIE), to be used for the Teen Read Program.

Adopted by the Council this 2nd day of September, 2014.

Corey J. Maricle, Mayor

Attest: _____
Steven Nasby, City Administrator

Expense Approval Report

By Fund



Windom, MN

Payment Dates 8/14/2014 - 8/27/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
Activity: 41110 - Mayor & Council					
CITIZEN PUBLISHING CO	20140805	08/05/2014	ADVERTISING	100-41110-350	1,562.90
CONVENT. & VISTOR BUREAU	20140819	08/19/2014	LODGING TAX	100-41110-491	1,719.78
CONVENT. & VISTOR BUREAU	20140820	08/20/2014	LODGING TAX - SUPER8-RED	100-41110-491	918.27
Activity 41110 - Mayor & Council Total:					4,200.95
Activity: 41310 - Administration					
NCPERS MINNESOTA	8446914	08/25/2014	INSURANCE 844600 4-2014	100-41310-133	80.00
COALITION OF GREATER MN	20140825	08/25/2014	CGMC SUMMER CONF-STEVE	100-41310-308	265.00
SECR REV FUND/CITY OF WD	20140827	08/27/2014	PETTY CASH - AUG 2014 -AD	100-41310-308	20.00
STEVE NASBY	20140826	08/26/2014	EXPENSE-CGMC FALL CONFER	100-41310-331	91.28
STEVE NASBY	20140826	08/26/2014	EXPENSE-CGMC FALL CONFER	100-41310-334	226.96
Activity 41310 - Administration Total:					683.24
Activity: 41410 - Elections					
CITIZEN PUBLISHING CO	20140805	08/05/2014	ADVERTISING	100-41410-350	390.60
Activity 41410 - Elections Total:					390.60
Activity: 41910 - Building & Zoning					
NCPERS MINNESOTA	8446914	08/25/2014	INSURANCE 844600 4-2014	100-41910-133	24.00
COTTONWOOD CO ASSESSOR	20140819	08/19/2014	RENEWAL-ASSESSMENT DATA	100-41910-200	65.00
COTTONWOOD CO ASSESSOR	20140819	08/19/2014	RENEWAL-ASSESSMENT DATA	100-41910-480	65.00
Activity 41910 - Building & Zoning Total:					154.00
Activity: 41940 - City Hall					
MN ENERGY RESOURCES	20140819B	08/19/2014	HEATING #4069619-7	100-41940-383	39.49
HOMETOWN SANITATION SE	0000086658	08/05/2014	GARBAGE SERVICE - CITY HAL	100-41940-384	85.04
MESSER MACHINE & MFG. CO	20140805	08/05/2014	MAINTENANCE	100-41940-406	84.00
RON'S ELECTRIC INC	129119	08/19/2014	CITY HALL-ELEC-LIGHT UPGRA	100-41940-409	1,000.00
RON'S ELECTRIC INC	129119	08/19/2014	CITY HALL-ELEC-LIGHT UPGRA	100-41940-480	1,451.31
CITIZEN PUBLISHING CO	20140805	08/05/2014	ADVERTISING	100-41940-480	279.00
Activity 41940 - City Hall Total:					2,938.84
Activity: 42120 - Crime Control					
NCPERS MINNESOTA	8446914	08/25/2014	INSURANCE 844600 4-2014	100-42120-133	160.00
INDOFF, INC	2490794	08/05/2014	SUPPLIES	100-42120-200	38.50
WINDOM AREA HOSPITAL	233729334	08/19/2014	SERVICE	100-42120-305	40.00
SECR REV FUND/CITY OF WD	20140827	08/27/2014	PETTY CASH - AUG 2014 - POL	100-42120-322	3.43
SECR REV FUND/CITY OF WD	20140827	08/27/2014	PETTY CASH - AUG 2014 - POL	100-42120-322	2.86
SECR REV FUND/CITY OF WD	20140827	08/27/2014	PETTY CASH - AUG 2014 - POL	100-42120-322	5.36
LEASE FINANCE PARTNERS	20140826	08/26/2014	LEASE - CAMERA #3250	100-42120-326	433.00
VERIZON WIRELESS	9729970449	08/19/2014	TELEPHONE #986701203-000	100-42120-326	81.42
CORY HILLESHEIM	20140819	08/19/2014	EXPENSE -	100-42120-334	25.96
STREICHER'S	11104866	08/19/2014	MAINTENANCE	100-42120-404	168.50
STREICHER'S	11105239	08/26/2014	MAINTENANCE	100-42120-404	11.99
WINDOM TOWING CO	81871	08/26/2014	SERVICE	100-42120-405	25.00
FLEET SERVICES DIVISION	2014120005A	08/19/2014	LEASE W/REBATE 1700.10-10	100-42120-419	689.10
FLEET SERVICES DIVISION	2015010003	08/27/2014	LEASE 1756.77-1700.10=56.6	100-42120-419	56.67
SECR REV FUND/CITY OF WD	20140827	08/27/2014	PETTY CASH - AUG 2014-POLI	100-42120-444	30.75
Activity 42120 - Crime Control Total:					1,772.54
Activity: 42220 - Fire Fighting					
INDOFF, INC	2494391	08/12/2014	SUPPLIES	100-42220-200	68.99
CENTER STOP	20140819	08/19/2014	GAS	100-42220-212	31.37
WINDOM FIRE SAFETY	5567	08/20/2014	MAINTENANCE-SUPPLIES	100-42220-217	30.00
AVERA MEDICAL GROUP	ST2142120007XB	08/19/2014	SERVICE #XB0000001081	100-42220-310	301.00
VERIZON WIRELESS	9729970449	08/19/2014	TELEPHONE #986701203-000	100-42220-321	81.39

Expense Approval Report

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HEIMAN FIRE EQUIP. CO	0826005-IN	08/12/2014	MAINTENANCE	100-42220-404	99.05
VERIZON WIRELESS	9729970449	08/19/2014	TELEPHONE #986701203-000	100-42220-404	10.02
COTTONWOOD CO ASSESSOR	20140819	08/19/2014	RENEWAL-ASSESSMENT DATA	100-42220-480	65.00
Activity 42220 - Fire Fighting Total:					686.82
Activity: 43100 - Streets					
NCPERS MINNESOTA	8446914	08/25/2014	INSURANCE 844600 4-2014	100-43100-133	80.00
COTTONWOOD CO ASSESSOR	20140819	08/19/2014	RENEWAL-ASSESSMENT DATA	100-43100-200	65.00
M-R SIGNS CO., INC	182377	08/12/2014	MATERIALS/EQUIP	100-43100-215	609.26
BARGEN INC	214378	08/05/2014	MAINTENANCE	100-43100-224	2,000.00
UNIVERSITY OF MINNESOTA	20140819	08/19/2014	TREE INSPECTOR LICENSE-	100-43100-225	80.00
MN ENERGY RESOURCES	20140819	08/19/2014	HEATING #4090846-9	100-43100-383	54.66
HOMETOWN SANITATION SE	0000086659	08/05/2014	GARBAGE SERVICE - STREET D	100-43100-384	84.73
HOMETOWN SANITATION SE	0000086660	08/05/2014	GARBAGE SERVICE - SQUARE	100-43100-384	46.12
MILLER SELLNER EQUIP	1141110B	08/05/2014	MAINTENANCE	100-43100-404	63.13
MILLER SELLNER EQUIP	1141110B	08/05/2014	MAINTENANCE	100-43100-404	2,197.73
PEARSON BROTHERS, INC	20140820	08/20/2014	2014 SEAL COAT	100-43100-407	40,683.75
MIDSTATES EQUIPMENT & SU	214504	08/06/2014	MAINTENANCE	100-43100-407	8,184.75
WINDOM AREA HOSPITAL	233729172	08/19/2014	SERVICE	100-43100-480	35.00
Activity 43100 - Streets Total:					54,184.13
Activity: 43210 - Sanitation					
WAYNE ERICKSON	20140819	08/19/2014	COMPOST SITE MANAGER	100-43210-307	182.25
Activity 43210 - Sanitation Total:					182.25
Activity: 45202 - Park Areas					
NCPERS MINNESOTA	8446914	08/25/2014	INSURANCE 844600 4-2014	100-45202-133	16.00
HOMETOWN SANITATION SE	0000086668	08/05/2014	GARBAGE SERVICE - ISLAND P	100-45202-384	74.00
HOMETOWN SANITATION SE	0000086669	08/05/2014	GARBAGE SERVICE - TEGELS P	100-45202-384	54.55
HOMETOWN SANITATION SE	0000086670	08/05/2014	GARBAGE SERVICE - WRA	100-45202-384	37.00
HOMETOWN SANITATION SE	0000086671	08/05/2014	GARBAGE SERVICE - KASTLE K	100-45202-384	45.78
HOMETOWN SANITATION SE	0000086681	08/05/2014	GARBAGE SERVICE - MAYFLO	100-45202-384	35.10
HOMETOWN SANITATION SE	0000086682	08/05/2014	GARBAGE SERVICE - LOHMAN	100-45202-384	35.10
MILLER SELLNER EQUIP	1141110B	08/05/2014	MAINTENANCE	100-45202-405	222.80
Activity 45202 - Park Areas Total:					520.33
Fund 100 - GENERAL Total:					65,713.70
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
NCPERS MINNESOTA	8446914	08/25/2014	INSURANCE 844600 4-2014	211-45501-133	16.00
STERLING COMPUTER PRODU	121540	08/20/2014	SUPPLIES	211-45501-200	79.95
NANCY SAJBAN	20140819	08/19/2014	EXPENSE-CAMP READ-A-LOT	211-45501-331	86.24
NANCY SAJBAN	20140819	08/19/2014	EXPENSE-CAMP READ-A-LOT	211-45501-331	30.00
CITIZEN PUBLISHING CO	20140805	08/05/2014	ADVERTISING	211-45501-350	50.00
MN ENERGY RESOURCES	20140820B	08/20/2014	HEATING #4081276-0	211-45501-383	71.48
TRADITIONAL HOME MAGAZI	20140820	08/20/2014	SUBSCRIPTION	211-45501-433	24.00
INGRAM	20140812	08/12/2014	BOOKS #2004243	211-45501-435	1,317.58
NANCY SAJBAN	20140819	08/19/2014	EXPENSE-CAMP READ-A-LOT	211-45501-435	20.00
MICROMARKETING	536818	08/20/2014	BOOKS	211-45501-435	331.89
MICROMARKETING	537629	08/20/2014	BOOKS	211-45501-435	84.94
Activity 45501 - Library Total:					2,112.08
Activity: 49950 - Capital Outlay					
RON'S ELECTRIC INC	129125	08/20/2014	EXTERIOR DOOR	211-49950-500	262.89
Activity 49950 - Capital Outlay Total:					262.89
Fund 211 - LIBRARY Total:					2,374.97
Fund: 225 - AIRPORT					
Activity: 45127 - Airport					
SOUTHWEST MN BROADBAN	20140820	08/20/2014	PHONE 2IND-001-0018	225-45127-321	25.62
Activity 45127 - Airport Total:					25.62

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Activity: 49950 - Capital Outlay						
O'DAY EQUIPMENT, LLC	INV057842	08/12/2014	CAPITAL OUTLAY	225-49950-500	35.47	
					Activity 49950 - Capital Outlay Total:	35.47
					Fund 225 - AIRPORT Total:	61.09
Fund: 230 - POOL						
DES MOINES VALLEY HEALTH-	20140820	08/20/2014	REFUND -SWIM PASS -TRACY	230-34720	60.00	
					60.00	
Activity: 45124 - Pool						
JCL SOLUTIONS - JANITORS CL	1022500	08/12/2014	SUPPLIES	230-45124-211	57.98	
HAWKINS, INC	3625915	08/12/2014	CHEMICALS	230-45124-216	569.76	
SECR REV FUND/CITY OF WD	20140827	08/27/2014	PETTY CASH - AUG 2014 - PO	230-45124-217	100.00	
MN ENERGY RESOURCES	20140820	08/20/2014	HEATING #4348184-5	230-45124-383	2,032.36	
HOMETOWN SANITATION SE	0000086672	08/05/2014	GARBAGE SERVICE - SWIMMI	230-45124-384	81.90	
					Activity 45124 - Pool Total:	2,842.00
					Fund 230 - POOL Total:	2,902.00
Fund: 235 - AMBULANCE						
STEVEN SCHULTZ	20140827	08/27/2014	REFUND-OVERPAYMENT - AM	235-34205	25.00	
					25.00	
Activity: 42153 - Ambulance						
BOUND TREE MEDICAL, LLC	81506002	08/11/2014	SUPPLIES	235-42153-217	84.42	
WINDOM AREA HOSPITAL	20140819	08/19/2014	NURSING CARE - JULY	235-42153-312	1,509.37	
VERIZON WIRELESS	9729970449	08/19/2014	TELEPHONE #986701203-000	235-42153-321	81.39	
JIM AXFORD	2014081914	08/19/2014	EXPENSE	235-42153-334	10.87	
KATE AXFORD	20140819	08/19/2014	EXPENSE	235-42153-334	21.07	
KIM POWERS	20140819	08/19/2014	EXPENSE	235-42153-334	10.39	
TIM HACKER	20140819	08/19/2014	EXPENSE	235-42153-334	30.72	
					Activity 42153 - Ambulance Total:	1,748.23
					Fund 235 - AMBULANCE Total:	1,773.23
Fund: 250 - EDA GENERAL						
Activity: 46520 - EDA						
NCPERS MINNESOTA	8446914	08/25/2014	INSURANCE 844600 4-2014	250-46520-133	24.00	
EHLERS & ASSOC., INC.	65530	08/19/2014	SERVICE	250-46520-301	4,202.50	
CITIZEN PUBLISHING CO	20140805	08/05/2014	ADVERTISING	250-46520-340	100.00	
CITIZEN PUBLISHING CO	20140805	08/05/2014	ADVERTISING	250-46520-350	79.50	
WINDOM QUICK PRINT	20140819	08/19/2014	SERVICE-CAREER FAIR	250-46520-350	76.75	
COTTONWOOD CO ASSESSOR	20140819	08/19/2014	RENEWAL-ASSESSMENT DATA	250-46520-480	65.00	
					Activity 46520 - EDA Total:	4,547.75
					Fund 250 - EDA GENERAL Total:	4,547.75
Fund: 401 - GENERAL CAPITAL PROJECTS						
Activity: 41000 - General Government						
NANCY SAJBAN	20140826	08/26/2014	EXPENSE-SAMMIE TEEN READ	401-41000-217	96.19	
					Activity 41000 - General Government Total:	96.19
Activity: 49950 - Capital Outlay						
INDOFF, INC	2480507	08/19/2014	CITY OFFICE FURNITURE	401-49950-500	7,201.20	
					Activity 49950 - Capital Outlay Total:	7,201.20
					Fund 401 - GENERAL CAPITAL PROJECTS Total:	7,297.39
Fund: 601 - WATER						
Activity: 49400 - Water						
NCPERS MINNESOTA	8446914	08/25/2014	INSURANCE 844600 4-2014	601-49400-133	40.00	
HAWKINS, INC	3627835	08/11/2014	CHEMICALS	601-49400-216	4,070.58	
HAWKINS, INC	3630432	08/12/2014	CHEMICALS	601-49400-216	2,775.96	
SECR REV FUND/CITY OF WD	20140827	08/27/2014	PETTY CASH - AUG 2014 - UTI	601-49400-217	4.00	
BARCO PRODUCTS CO	IN-212178	08/05/2014	SMALL TOOLS	601-49400-241	129.21	
GOPHER STATE ONE CALL	117872	08/06/2014	LOCATES	601-49400-321	28.63	
SECR REV FUND/CITY OF WD	20140827	08/27/2014	PETTY CASH - AUG 2014 - WA	601-49400-322	7.35	
CITIZEN PUBLISHING CO	20140805	08/05/2014	ADVERTISING	601-49400-340	178.45	

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN ENERGY RESOURCES	20140820C	08/20/2014	HEATING #4095252-5	601-49400-383	529.99
HOMETOWN SANITATION SE	0000086662	08/05/2014	GARBAGE SERVICE - WASTEWE	601-49400-384	85.04
COTTONWOOD CO LANDFILL	142616	08/19/2014	3 PRINTERS, 2 TOWERS, LAPT	601-49400-384	60.00
Activity 49400 - Water Total:					7,909.21
Fund 601 - WATER Total:					7,909.21

Fund: 602 - SEWER

Activity: 49450 - Sewer

NCPERS MINNESOTA	8446914	08/25/2014	INSURANCE 844600 4-2014	602-49450-133	56.00
HR DIRECT - GNEIL	INV2309227	08/26/2014	SUPPLIES	602-49450-200	118.60
HAWKINS, INC	3630433	08/12/2014	CHEMICALS	602-49450-216	1,238.00
ENVIRON INTERNATIONAL CO	374755	08/19/2014	SERVICE-BOLTON & MENK-WI	602-49450-310	1,590.30
MN VALLEY TESTING	712870	07/28/2014	TESTING	602-49450-310	158.00
MN VALLEY TESTING	713097	07/29/2014	TESTING	602-49450-310	118.60
MN VALLEY TESTING	713452	08/05/2014	TESTING	602-49450-310	238.00
MN VALLEY TESTING	713453	08/05/2014	TESTING	602-49450-310	133.00
MN VALLEY TESTING	713718	08/05/2014	TESTING	602-49450-310	158.00
MN VALLEY TESTING	714194	08/05/2014	TESTING	602-49450-310	118.60
MN VALLEY TESTING	714647	08/11/2014	TESTING	602-49450-310	238.00
MN VALLEY TESTING	714648	08/11/2014	TESTING	602-49450-310	133.00
MN VALLEY TESTING	714659	08/11/2014	TESTING	602-49450-310	158.00
MN VALLEY TESTING	714827	08/11/2014	TESTING	602-49450-310	118.60
GOPHER STATE ONE CALL	117872	08/06/2014	LOCATES	602-49450-321	28.64
MN ENERGY RESOURCES	20140820D	08/20/2014	HEATING #4222768-6	602-49450-383	17.25
MN ENERGY RESOURCES	20140820E	08/20/2014	HEATING #4325313-7	602-49450-383	39.49
MN ENERGY RESOURCES	20140820F	08/20/2014	HEATING #4335469-5	602-49450-383	16.36
CENTER STOP	20140819	08/19/2014	GAS	602-49450-404	13.77
COLBERT'S SERVICES	2780	08/05/2014	MAINTENANCE	602-49450-404	2,564.54
COLBERT'S SERVICES	2810	08/26/2014	MAINTENANCE	602-49450-408	322.24
COLBERT'S SERVICES	2811	08/26/2014	MAINTENANCE	602-49450-408	312.20
RON'S ELECTRIC INC	129139	08/19/2014	MAINTENANCE	602-49450-409	52.00
RON'S ELECTRIC INC	129190	08/19/2014	MAINTENANCE	602-49450-409	52.00
CITIZEN PUBLISHING CO	20140805	08/05/2014	ADVERTISING	602-49450-480	231.00
Activity 49450 - Sewer Total:					8,224.19
Fund 602 - SEWER Total:					8,224.19

Fund: 604 - ELECTRIC

TELECOM FUND	20140819	08/19/2014	MONTHLY TRANSFERS -AUG	604-11500	4.73
KAREN ROEDIGER	20140819	08/19/2014	REFUND - STATEMENT CREDI	604-11500	36.59
MARIA ADAME	20140819	08/19/2014	REFUND - STATEMENT CREDI	604-11500	4.12
RESCO	578292-00	08/19/2014	ELECTRIC INVENTORY	604-14200	4,158.38
RESCO	584368-00	08/26/2014	ELECTRIC INVENTORY	604-14200	3,465.31
DAKOTA SUPPLY GROUP	8690117	08/06/2014	ELECTRIC METERING/ INVENT	604-14200	106.32
DAKOTA SUPPLY GROUP	871455	08/11/2014	ELECTRIC INVENTORY	604-14200	327.87
J. H. LARSON	S100721099.001	08/12/2014	ELECTRIC INVENTORY	604-14200	362.79
DAKOTA SUPPLY GROUP	8690117	08/06/2014	ELECTRIC METERING/ INVENT	604-16400	67.46
ELECTRIC FUND	20140819	08/19/2014	CHRISTOPHER ADAME UTIL P	604-22000	300.00
ANNADELIS RODRIGUEZ	20140819	08/19/2014	REFUND-BAL OF UTILITY PREP	604-22000	253.09
ELECTRIC FUND	20140819A	08/19/2014	ANNADELIA RODRIGUES-UTIL	604-22000	46.91
COLE JACKSON	20140820	08/20/2014	REFUND-UTILITY PREPAYMEN	604-22000	300.00
CHELSEA LAMP	20140822	08/22/2014	REFUND - UTILITY PREPAYME	604-22000	300.00
ELECTRIC FUND	20140822	08/22/2014	UTIL PREPAY-N STAR UNDERG	604-22000	272.99
MN DEPT OF HUMAN SERVIC	20140825	08/25/2014	MN	604-22000	300.00
MARY RASMUSSEN	20140825	08/25/2014	REFUND - UTILITY PREPAYME	604-22000	300.00
NORTH STAR UNDERGROUND	20140826	08/26/2014	REFUND -BALANCE OF UTILIT	604-22000	27.01
RYAN OTTEN	20140826	08/26/2014	REFUND - UTILITY PREPAYME	604-22000	300.00
CODY MISCHKE	20140826	08/21/2014	REFUND -UTILITY PREPAYME	604-22000	300.00
WAYLAND DENNY	20140826	08/26/2014	REFUND - UTILITY PREPAYME	604-22000	300.00
					11,533.57

Activity: 49550 - Electric

NCPERS MINNESOTA	8446914	08/25/2014	INSURANCE 844600 4-2014	604-49550-133	112.00
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OFFICEMAX - HSBC BUS SOLU	480789	08/19/2014	SUPPLIES	604-49550-200	219.22
BORDER STATES	907803492	08/11/2014	SMALL TOOLS	604-49550-241	95.42
WERNER ELECTRIC	58098618.001	07/16/2014	TOOLS	604-49550-241	233.09
CENTRAL MINNESOTA MUNIC	4563	08/12/2014	ENERGY - TRANSMISSION	604-49550-263	190,144.39
CENTRAL MINNESOTA MUNIC	4563	08/12/2014	ENERGY - TRANSMISSION	604-49550-263	133,418.99
GOPHER STATE ONE CALL	117872	08/06/2014	LOCATES	604-49550-321	28.64
SECR REV FUND/CITY OF WD	20140827	08/27/2014	PETTY CASH - AUG 2014 - ELE	604-49550-322	8.55
SECR REV FUND/CITY OF WD	20140827	08/27/2014	PETTY CASH - AUG 2014 - E;E	604-49550-322	0.57
CITIZEN PUBLISHING CO	20140805	08/05/2014	ADVERTISING	604-49550-340	50.00
MN ENERGY RESOURCES	20140825	08/25/2014	HEATING #4355412-0	604-49550-383	39.49
HOMETOWN SANITATION SE	0000086663	08/05/2014	GARBAGE SERVICE - ELECTRIC	604-49550-384	84.75
IRBY ELECTRICAL DISTRIBUTO	S008421246.001	07/28/2014	MAINTENANCE	604-49550-404	412.30
BORDER STATES	907795714	08/05/2014	MAINTENANCE	604-49550-408	352.60
IRBY ELECTRICAL DISTRIBUTO	S008295223.001	08/05/2014	MAINTENANCE	604-49550-408	705.38
J. H. LARSON	S100715116.001	08/05/2014	MAINTENANCE	604-49550-408	127.37
WERNER ELECTRIC	S8150038.001	08/19/2014	MAINTENANCE	604-49550-408	90.09
WERNER ELECTRIC	S8150038.002	08/19/2014	MAINTENANCE	604-49550-408	180.17
RETROFIT RECYCLING, INC	0073411-IN	08/12/2014	SUPPLIES	604-49550-450	431.01
CENTRAL MINNESOTA MUNIC	4579	08/12/2014	CIP MONTHLY ASSESSMENT	604-49550-450	2,140.00
WESCO DISTRIBUTION, INC	654205	07/30/2014	SUPPLIES	604-49550-450	720.90
MISSOURI RIVER ENERGY SER	UR-0810	08/26/2014	SERVICE - TORO	604-49550-450	986.60
MISSOURI RIVER ENERGY SER	UR-0811	08/26/2014	SERVICE - TORO DIECAST	604-49550-450	749.10
MISSOURI RIVER ENERGY SER	UR-0812	08/26/2014	SERVICE - PM BEEF VERIFICATI	604-49550-450	562.90
BANK MIDWEST	20140821	08/21/2014	NSF-MELISSA SWARD & LEOR	604-49550-480	159.78
Activity 49550 - Electric Total:					332,053.31
Fund 604 - ELECTRIC Total:					343,586.88

Fund: 609 - LIQUOR STORE

Activity: 49751 - Liquor Store

NCPERS MINNESOTA	8446914	08/25/2014	INSURANCE 844600 4-2014	609-49751-133	16.00
CULLIGAN	20140811	08/11/2014	SERVICE	609-49751-217	10.05
INDOFF, INC	2488828	08/05/2014	SUPPLIES	609-49751-217	14.46
GOPHER ALARMS	35533	08/05/2014	SERVICE	609-49751-217	51.30
AH HERMEL COMPANY	450086	08/05/2014	MERCHANDISE	609-49751-217	154.12
VINOPIA, INC	0104119-IN	08/11/2014	MERCHANDISE	609-49751-251	370.13
WIRTZ BEVERAGE MN WINE	1080207366	07/28/2014	MERCHANDISE	609-49751-251	1,135.89
WIRTZ BEVERAGE MN WINE	1080210150	08/05/2014	MERCHANDISE	609-49751-251	2,156.79
SOUTHERN WINE & SPIRITS O	1185558	07/28/2014	MERCHANDISE	609-49751-251	1,517.53
JOHNSON BROS.	1917611	08/11/2014	MERCHANDISE	609-49751-251	3,313.05
PHILLIPS WINE & SPIRITS	2643828	08/05/2014	MERCHANDISE	609-49751-251	7,451.97
JOHNSON BROS.	628852	08/19/2014	CREDIT - MERCHANDISE	609-49751-251	-10.00
SOUTHERN WINE & SPIRITS O	DOC9037306	08/19/2014	CREDIT - MERCHANDISE	609-49751-251	-637.75
SOUTHERN WINE & SPIRITS O	DOC9037519	08/19/2014	CREDIT - MERCHANDISE	609-49751-251	-9.75
WIRTZ BEVERAGE MN WINE	1080210151	08/05/2014	MERCHANDISE	609-49751-252	57.70
WIRTZ BEVERAGE MN WINE	1080215515	08/19/2014	MERCHANDISE	609-49751-252	57.70
JOHNSON BROS.	1911805	08/05/2014	MERCHANDISE	609-49751-252	3,316.39
HAGEN BEVERAGE DIST. INC.	266412	08/19/2014	MERCHANDISE	609-49751-252	5,980.15
HAGEN BEVERAGE DIST. INC.	266635	08/22/2014	MERCHANDISE	609-49751-252	8,031.40
BEVERAGE WHOLESALERS	514100	08/19/2014	MERCHANDISE	609-49751-252	7,060.00
BEVERAGE WHOLESALERS	515107	08/22/2014	MERCHANDISE	609-49751-252	9,365.47
ARTISAN BEER COMPANY	60283	08/05/2014	MERCHANDISE	609-49751-252	220.00
ARTISAN BEER COMPANY	61118	08/11/2014	MERCHANDISE	609-49751-252	183.00
VINOPIA, INC	0104119-IN	08/11/2014	MERCHANDISE	609-49751-253	88.00
SOUTHERN WINE & SPIRITS O	1185559	07/28/2014	MERCHANDISE	609-49751-253	1,002.00
JOHNSON BROS.	1911806	08/05/2014	MERCHANDISE	609-49751-253	800.45
JOHNSON BROS.	1911807	08/05/2014	MERCHANDISE	609-49751-253	313.98
JOHNSON BROS.	1917612	08/11/2014	MERCHANDISE	609-49751-253	1,269.49
JOHNSON BROS.	1917613	08/11/2014	MERCHANDISE	609-49751-253	714.97
PHILLIPS WINE & SPIRITS	2643829	08/05/2014	MERCHANDISE	609-49751-253	627.20
HAGEN BEVERAGE DIST. INC.	266646	08/22/2014	MERCHANDISE	609-49751-253	335.20
WINE MERCHANTS	513129	08/05/2014	MERCHANDISE	609-49751-253	128.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINE MERCHANTS	514041	08/11/2014	MERCHANDISE	609-49751-253	120.00
BEVERAGE WHOLESALERS	514100	08/19/2014	MERCHANDISE	609-49751-253	268.80
JOHNSON BROS.	628853	08/19/2014	CREDIT - MERCHANDISE	609-49751-253	-103.50
COCA-COLA BOTTLING COMP	0476546117	08/19/2014	MERCHANDISE	609-49751-254	320.84
JOHNSON BROS.	1911806	08/05/2014	MERCHANDISE	609-49751-254	36.00
HAGEN BEVERAGE DIST. INC.	266635	08/22/2014	MERCHANDISE	609-49751-254	45.00
EXTREME BEVERAGE, LLC	267-1927	08/11/2014	MERCHANDISE	609-49751-254	67.00
AH HERMEL COMPANY	450086	08/05/2014	MERCHANDISE	609-49751-254	202.34
AH HERMEL COMPANY	450086	08/05/2014	MERCHANDISE	609-49751-256	302.98
HAGEN BEVERAGE DIST. INC.	266412	08/19/2014	MERCHANDISE	609-49751-259	92.05
HAGEN BEVERAGE DIST. INC.	266635	08/22/2014	MERCHANDISE	609-49751-259	184.10
BEVERAGE WHOLESALERS	514100	08/19/2014	MERCHANDISE	609-49751-259	19.00
AH HERMEL COMPANY	450086	08/05/2014	MERCHANDISE	609-49751-261	94.43
VINOCOPIA, INC	0104119-IN	08/11/2014	MERCHANDISE	609-49751-333	17.50
WIRTZ BEVERAGE MN WINE	1080207366	07/28/2014	MERCHANDISE	609-49751-333	38.85
WIRTZ BEVERAGE MN WINE	1080210150	08/05/2014	MERCHANDISE	609-49751-333	33.98
SOUTHERN WINE & SPIRITS O	1185558	07/28/2014	MERCHANDISE	609-49751-333	34.99
SOUTHERN WINE & SPIRITS O	1185559	07/28/2014	MERCHANDISE	609-49751-333	31.00
JOHNSON BROS.	1911805	08/05/2014	MERCHANDISE	609-49751-333	42.58
JOHNSON BROS.	1911806	08/05/2014	MERCHANDISE	609-49751-333	31.73
JOHNSON BROS.	1917611	08/11/2014	MERCHANDISE	609-49751-333	42.30
JOHNSON BROS.	1917612	08/11/2014	MERCHANDISE	609-49751-333	46.76
PHILLIPS WINE & SPIRITS	2643828	08/05/2014	MERCHANDISE	609-49751-333	145.01
PHILLIPS WINE & SPIRITS	2643829	08/05/2014	MERCHANDISE	609-49751-333	31.73
AH HERMEL COMPANY	450086	08/05/2014	MERCHANDISE	609-49751-333	3.95
WINE MERCHANTS	513129	08/05/2014	MERCHANDISE	609-49751-333	1.67
WINE MERCHANTS	514041	08/11/2014	MERCHANDISE	609-49751-333	1.67
JOHNSON BROS.	628853	08/19/2014	CREDIT - MERCHANDISE	609-49751-333	-1.67
SOUTHERN WINE & SPIRITS O	DOC9037466	08/19/2014	CREDIT - MERCHANDISE	609-49751-333	-15.87
SOUTHERN WINE & SPIRITS O	DOC9037572	08/19/2014	CREDIT - MERCHANDISE	609-49751-333	-0.15
CITIZEN PUBLISHING CO	20140805	08/05/2014	ADVERTISING	609-49751-340	235.40
WINDOM FIRE DEPT.	20140819A	08/19/2014	ADVERTISING - RIVER BEND LI	609-49751-340	175.00
MN ENERGY RESOURCES	20140825A	08/25/2014	HEATING #4290426-8	609-49751-383	47.43
HOMETOWN SANITATION SE	0000086661	08/11/2014	GARBAGE SERVICE - RIVER BE	609-49751-384	96.13
AUTOMATIC DOOR GROUP IN	19898	08/11/2014	MAINTENANCE	609-49751-402	72.00
REDWOOD FALLS NURSERY, I	20140805	08/05/2014	SERVICE	609-49751-406	237.56
MN DEPT OF AGRICULTURE	20140819	08/19/2014	2015 FOOD HANDLER LICENS	609-49751-444	7.70
BANK MIDWEST	20140818	08/18/2014	NSF -XAYKOSY ATSATHANGTH	609-49751-480	24.33
BANK MIDWEST	20140826	08/26/2014	NSF-CODY DYKES -RIVER BEN	609-49751-480	31.45
Activity 49751 - Liquor Store Total:					58,146.96
Fund 609 - LIQUOR STORE Total:					58,146.96

Fund: 614 - TELECOM

BOB STOESZ	20140819	08/19/2014	REFUND - STATEMENT CREDI	614-11500	39.04
DORIS BAKALYAR	20140819	08/19/2014	REFUND - STATEMENT CREDI	614-11500	2.27
WILBERT ROHLFSEN	20140819	08/19/2014	REFUND - STATEMENT CREDI	614-11500	5.42
NIKOLE SCHAFFER	20140819	08/19/2014	REFUND - STATEMENT CREDI	614-11500	3.84
LOIS OVERAAS	20140819	08/19/2014	REFUND - STATEMENT CREDI	614-11500	5.41
ELECTRIC FUND	20140819B	08/19/2014	MONTHLY TRANSFERS -AUG	614-11500	508.18
					564.16

Activity: 49870 - Telecom

NCPERS MINNESOTA	8446914	08/25/2014	INSURANCE 844600 4-2014	614-49870-133	96.00
HY-VEE, INC.	20140819	08/19/2014	SUPPLIES #62863	614-49870-200	35.13
NEW STAR SALES & SERVICE	42679	08/19/2014	SERVICE-SUPPLIES	614-49870-200	37.41
CENTER STOP	20140819	08/19/2014	GAS	614-49870-212	61.18
MICROSEMI FREQUENCY & TI	229010	08/19/2014	MAINTENANCE	614-49870-227	663.19
INTERSTATE TRS FUND	82580708148	08/19/2014	ASSESSMENT FOR 499-A FILIN	614-49870-304	117.85
GOPHER STATE ONE CALL	117872	08/06/2014	LOCATES	614-49870-321	28.64
SECR REV FUND/CITY OF WD	20140827	08/27/2014	PETTY CASH - AUG 2014 - TEL	614-49870-322	0.49
WINDOM FIRE DEPT.	20140819	08/19/2014	ADVERTISING-WINDOM NET	614-49870-340	300.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HOMETOWN SANITATION SE	0000086664	08/11/2014	GARBAGE SERVICE - TELECOM	614-49870-384	73.92
NATIONAL CABLE TV COOP	SI-404474	08/19/2014	SERVICE-MAINTENANCE	614-49870-404	516.88
NATIONAL CABLE TV COOP	SI-404508	08/19/2014	SERVICE -MAINTENANCE	614-49870-404	764.15
BBC WORLDWIDE AMERICA I	084077	08/19/2014	SUBSCRIBER	614-49870-442	82.58
DISH NETWORK	20140819	08/19/2014	SERVICE #8255-2900-1001-18	614-49870-442	3,400.00
DISCOVERY DIGITAL NETWORK	20140819	08/19/2014	SUBSCRIBER	614-49870-442	145.25
HUBBARD BROADCASTING IN	20140819	08/19/2014	SUBSCRIBER	614-49870-442	1,347.34
YOUNG BROADCASTING LLC	20140819	08/19/2014	SUBSCRIBER	614-49870-442	2,957.59
DISPLAY SYSTEMS INTERNATI	22096	08/19/2014	SERVICE	614-49870-442	163.88
KARE GANNETT CO., INC	320-1042	08/20/2014	SUBSCRIBER	614-49870-442	2,489.65
TOWER DISTRIBUTION COMP	373903	08/19/2014	SUBSCRIBER	614-49870-442	539.29
OWN LLC	4642890	08/19/2014	SUBSCRIBER	614-49870-442	78.75
HUB TELEVISION NETWORKS	4643395	08/19/2014	SUBSCRIBER	614-49870-442	37.35
FOX SPORTS	H40363	08/19/2014	SUBSCRIBER	614-49870-442	17,300.59
BTN - BIG TEN NETWORK	H41447	08/19/2014	SUBSCRIBER	614-49870-442	3,940.54
FOX TELEVISION STATIONS, IN	JUL-14	08/19/2014	SUBSCRIBER	614-49870-442	5,008.59
COGENT COMMUNICATIONS,	20140819	08/19/2014	CITYOFWI00001	614-49870-447	1,750.00
GOLDEN WEST TECH & INT SO	140700437	08/11/2014	SERVICE	614-49870-448	123.58
SDN COMMUNICATIONS	0637-08-2014	08/19/2014	SERVICE	614-49870-451	2,839.79
ONVOY VOICE SERVICES	140804010385	08/19/2014	SERVICE #001555600262	614-49870-451	1,388.70
ONVOY VOICE SERVICES	140804010894	08/19/2014	SERVICE #001553603305	614-49870-451	3,686.63
ZAYO BANDWIDTH	20140819	08/19/2014	SERVICE #114184-002376	614-49870-451	3,268.78
BANK MIDWEST	20140821	08/21/2014	NSF-MELISSA SWARD & LEOR	614-49870-480	37.95
BANK MIDWEST	20140821	08/21/2014	NSF-MELISSA SWARD & LEOR	614-49870-480	124.22

Activity 49870 - Telecom Total: 53,405.89

Fund 614 - TELECOM Total: 53,970.05

Fund: 615 - ARENA

Activity: 49850 - Arena

NCPERS MINNESOTA	8446914	08/25/2014	INSURANCE 844600 4-2014	615-49850-133	32.00
AH HERMEL COMPANY	438575	08/20/2014	MERCHANDISE	615-49850-260	22.08
MN ENERGY RESOURCES	20140820A	08/20/2014	HEATING #4070858-8	615-49850-383	135.39
HOMETOWN SANITATION SE	0000086665	08/06/2014	GARBAGE SERVICE - ARENA	615-49850-384	130.88
MESSER MACHINE & MFG. CO	20140805	08/05/2014	MAINTENANCE	615-49850-404	45.00

Activity 49850 - Arena Total: 365.35

Fund 615 - ARENA Total: 365.35

Fund: 617 - M/P CENTER

MARY LOU LUNA	20140827	08/27/2014	REFUND - CANCEL EVENT AT	617-38510	64.00
MARY LOU LUNA	20140827	08/27/2014	REFUND - CANCEL EVENT AT	617-38510	484.00
MARY LOU LUNA	20140827	08/27/2014	REFUND - CANCEL EVENT AT	617-38517	112.00
MARY LOU LUNA	20140827	08/27/2014	REFUND - CANCEL EVENT AT	617-38518	30.00
MARY LOU LUNA	20140827	08/27/2014	REFUND - CANCEL EVENT AT	617-38530	155.00
MARY LOU LUNA	20140827	08/27/2014	REFUND - CANCEL EVENT AT	617-38531	30.00

875.00

Activity: 49860 - M/P Center

NCPERS MINNESOTA	8446914	08/25/2014	INSURANCE 844600 4-2014	617-49860-133	48.00
COLE PAPERS INC.	8999466	08/05/2014	SUPPLIES	617-49860-211	248.87
CITIZEN PUBLISHING CO	20140805	08/05/2014	ADVERTISING	617-49860-340	160.00
MN ENERGY RESOURCES	20140819A	08/19/2014	HEATING #4271541-7	617-49860-383	129.55
HOMETOWN SANITATION SE	0000086666	08/05/2014	GARBAGE SERVICE - COMM C	617-49860-384	51.52
COLE PAPERS INC.	8999466	08/05/2014	SUPPLIES	617-49860-480	52.43

Activity 49860 - M/P Center Total: 690.37

Fund 617 - M/P CENTER Total: 1,565.37

Fund: 700 - PAYROLL

Internal Revenue Service-Payr	INV0000340	08/22/2014	Federal Tax Withholding	700-21701	10,340.48
Minnesota Department of Re	INV0000339	08/22/2014	State Withholding	700-21702	4,484.12
Internal Revenue Service-Payr	INV0000341	08/22/2014	Social Security	700-21703	12,138.18
MN Pera	INV0000332	08/22/2014	PERA	700-21704	12,265.49
MN Pera	INV0000333	08/22/2014	PERA	700-21704	5,079.80

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN Pera	INV0000334	08/22/2014	PERA	700-21704	666.00
Minnesota State Deferred	INV0000335	08/22/2014	Deferred Compensation	700-21705	4,500.00
Minnesota State Deferred	INV0000336	08/22/2014	Deferred Roth	700-21705	750.00
LOCAL UNION #949	20140825	08/25/2014	UNION DUES	700-21707	1,631.74
LAW ENFORCMENT LABOR SE	20140825	08/25/2014	UNION DUES	700-21708	315.00
Minnesota Child Support Pay	INV0000337	08/22/2014	Child Support Payment	700-21709	407.47
Internal Revenue Service-Payr	INV0000338	08/22/2014	Medicare Withholding	700-21711	3,383.46
SELECTACCOUNT	20140819	08/19/2014	FLEX SPENDING	700-21712	802.15
SELECTACCOUNT	20140826	08/26/2014	FLEX SPENDING	700-21712	499.91
AFLAC	248927	08/12/2014	INSURANCE #OEQP3	700-21715	98.22
AFLAC	248927	08/12/2014	INSURANCE #OEQP3	700-21716	389.97
NCPERS MINNESOTA	8446914	08/25/2014	INSURANCE 844600 4-2014	700-21718	16.00
MII LIFE	20140826	08/26/2014	VEBA	700-21720	10,581.27
					<u>68,349.26</u>
				Fund 700 - PAYROLL Total:	68,349.26
				Grand Total:	<u>626,787.40</u>

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	65,713.70
211 - LIBRARY	2,374.97
225 - AIRPORT	61.09
230 - POOL	2,902.00
235 - AMBULANCE	1,773.23
250 - EDA GENERAL	4,547.75
401 - GENERAL CAPITAL PROJECTS	7,297.39
601 - WATER	7,909.21
602 - SEWER	8,224.19
604 - ELECTRIC	343,586.88
609 - LIQUOR STORE	58,146.96
614 - TELECOM	53,970.05
615 - ARENA	365.35
617 - M/P CENTER	1,565.37
700 - PAYROLL	68,349.26
Grand Total:	626,787.40

Account Summary

Account Number	Account Name	Payment Amount
100-41110-350	Printing & Design	1,562.90
100-41110-491	Payments to Other Orga	2,638.05
100-41310-133	Employer Paid Insurance	80.00
100-41310-308	Training & Registrations	285.00
100-41310-331	Travel Expense	91.28
100-41310-334	Meals/Lodging	226.96
100-41410-350	Printing & Design	390.60
100-41910-133	Employer Paid Insurance	24.00
100-41910-200	Office Supplies	65.00
100-41910-480	Other Miscellaneous	65.00
100-41940-383	Gas Utility	39.49
100-41940-384	Refuse Disposal	85.04
100-41940-406	Repairs & Maint - Groun	84.00
100-41940-409	Repairs & Maint - Utilitie	1,000.00
100-41940-480	Other Miscellaneous	1,730.31
100-42120-133	Employer Paid Insurance	160.00
100-42120-200	Office Supplies	38.50
100-42120-305	Medical & Dental Fees	40.00
100-42120-322	Postage	11.65
100-42120-326	Data Processing	514.42
100-42120-334	Meals/Lodging	25.96
100-42120-404	Repairs & Maint - M&E	180.49
100-42120-405	Repairs & Maint - Vehicl	25.00
100-42120-419	Vehicle Lease	745.77
100-42120-444	License Fees	30.75
100-42220-200	Office Supplies	68.99
100-42220-212	Motor Fuels	31.37
100-42220-217	Other Operating Supplie	30.00
100-42220-310	Lab Testing	301.00
100-42220-321	Telephone	81.39
100-42220-404	Repairs & Maint - M&E	109.07
100-42220-480	Other Miscellaneous	65.00
100-43100-133	Employer Paid Insurance	80.00
100-43100-200	Office Supplies	65.00
100-43100-215	Materials & Equipment	609.26
100-43100-224	Street Maint Materials	2,000.00
100-43100-225	Landscaping Materials	80.00
100-43100-383	Gas Utility	54.66

Account Summary

Account Number	Account Name	Payment Amount
100-43100-384	Refuse Disposal	130.85
100-43100-404	Repairs & Maint - M&E	2,260.86
100-43100-407	Repairs & Maint - Seal C	48,868.50
100-43100-480	Other Miscellaneous	35.00
100-43210-307	Management Fees	182.25
100-45202-133	Employer Paid Insurance	16.00
100-45202-384	Refuse Disposal	281.53
100-45202-405	Repairs & Maint - Vehicl	222.80
211-45501-133	Employer Paid Insurance	16.00
211-45501-200	Office Supplies	79.95
211-45501-331	Travel Expense	116.24
211-45501-350	Printing & Design	50.00
211-45501-383	Gas Utility	71.48
211-45501-433	Dues & Subscriptions	24.00
211-45501-435	Books and Pamphlets	1,754.41
211-49950-500	Capital Outlay	262.89
225-45127-321	Telephone	25.62
225-49950-500	Capital Outlay	35.47
230-34720	Pool Admission	60.00
230-45124-211	Cleaning Supplies	57.98
230-45124-216	Chemicals and Chemical	569.76
230-45124-217	Other Operating Supplie	100.00
230-45124-383	Gas Utility	2,032.36
230-45124-384	Refuse Disposal	81.90
235-34205	Ambulance Revenues -	25.00
235-42153-217	Other Operating Supplie	84.42
235-42153-312	Nursing	1,509.37
235-42153-321	Telephone	81.39
235-42153-334	Meals/Lodging	73.05
250-46520-133	Employer Paid Insurance	24.00
250-46520-301	Auditing & Consulting Se	4,202.50
250-46520-340	Advertising & Promotion	100.00
250-46520-350	Printing & Design	156.25
250-46520-480	Other Miscellaneous	65.00
401-41000-217	Other Operating Supplie	96.19
401-49950-500	Capital Outlay - Office	7,201.20
601-49400-133	Employer Paid Insurance	40.00
601-49400-216	Chemicals and Chemical	6,846.54
601-49400-217	Other Operating Supplie	4.00
601-49400-241	Small Tools	129.21
601-49400-321	Telephone	28.63
601-49400-322	Postage	7.35
601-49400-340	Advertising & Promotion	178.45
601-49400-383	Gas Utility	529.99
601-49400-384	Refuse Disposal	145.04
602-49450-133	Employer Paid Insurance	56.00
602-49450-200	Office Supplies	118.60
602-49450-216	Chemicals and Chemical	1,238.00
602-49450-310	Lab Testing	3,162.10
602-49450-321	Telephone	28.64
602-49450-383	Gas Utility	73.10
602-49450-404	Repairs & Maint - M&E	2,578.31
602-49450-408	Repairs & Maint - Distrib	634.44
602-49450-409	Repairs & Maint - Utilitie	104.00
602-49450-480	Other Miscellaneous	231.00
604-11500	Accounts Receivable	45.44
604-14200	Inventory	8,420.67
604-16400	Machinery & Equipment	67.46

Account Summary

Account Number	Account Name	Payment Amount
604-22000	Prepayments	3,000.00
604-49550-133	Employer Paid Insurance	112.00
604-49550-200	Office Supplies	219.22
604-49550-241	Small Tools	328.51
604-49550-263	Merchandise for Resale	323,563.38
604-49550-321	Telephone	28.64
604-49550-322	Postage	9.12
604-49550-340	Advertising & Promotion	50.00
604-49550-383	Gas Utility	39.49
604-49550-384	Refuse Disposal	84.75
604-49550-404	Repairs & Maint - M&E	412.30
604-49550-408	Repairs & Maint - Distrib	1,455.61
604-49550-450	Conservation	5,590.51
604-49550-480	Other Miscellaneous	159.78
609-49751-133	Employer Paid Insurance	16.00
609-49751-217	Other Operating Supplie	229.93
609-49751-251	Liquor	15,287.86
609-49751-252	Beer	34,271.81
609-49751-253	Wine	5,564.59
609-49751-254	Soft Drinks & Mix	671.18
609-49751-256	Tobacco Products	302.98
609-49751-259	Non- Alcoholic	295.15
609-49751-261	Other Merchandise	94.43
609-49751-333	Freight and Express	486.03
609-49751-340	Advertising & Promotion	410.40
609-49751-383	Gas Utility	47.43
609-49751-384	Refuse Disposal	96.13
609-49751-402	Repairs & Maint - Struct	72.00
609-49751-406	Repairs & Maint - Groun	237.56
609-49751-444	License Fees	7.70
609-49751-480	Other Miscellaneous	55.78
614-11500	Accounts Receivable	564.16
614-49870-133	Employer Paid Insurance	96.00
614-49870-200	Office Supplies	72.54
614-49870-212	Motor Fuels	61.18
614-49870-227	Utility System Maint Sup	663.19
614-49870-304	Legal Fees	117.85
614-49870-321	Telephone	28.64
614-49870-322	Postage	0.49
614-49870-340	Advertising & Promotion	300.00
614-49870-384	Refuse Disposal	73.92
614-49870-404	Repairs & Maint - M&E	1,281.03
614-49870-442	Subscriber Fees	37,491.40
614-49870-447	Internet Expense	1,750.00
614-49870-448	On-Call Support	123.58
614-49870-451	Call Completion	11,183.90
614-49870-480	Other Miscellaneous	162.17
615-49850-133	Employer Paid Insurance	32.00
615-49850-260	Concessions	22.08
615-49850-383	Gas Utility	135.39
615-49850-384	Refuse Disposal	130.88
615-49850-404	Repairs & Maint - M&E	45.00
617-38510	M/P Room Rent	548.00
617-38517	M/P Stage Rent	112.00
617-38518	M/P Misc Equipment Re	30.00
617-38530	M/P Equipment Setup F	155.00
617-38531	M/P Dumpster Fee	30.00
617-49860-133	Employer Paid Insurance	48.00

Account Summary

Account Number	Account Name	Payment Amount
617-49860-211	Cleaning Supplies	248.87
617-49860-340	Advertising & Promotion	160.00
617-49860-383	Gas Utility	129.55
617-49860-384	Refuse Disposal	51.52
617-49860-480	Other Miscellaneous	52.43
700-21701	Federal Withholding	10,340.48
700-21702	State Withholding	4,484.12
700-21703	FICA Tax Withholding	12,138.18
700-21704	PERA Contributions	18,011.29
700-21705	Retirement	5,250.00
700-21707	Union Dues	1,631.74
700-21708	PD Union Dues	315.00
700-21709	Wage Levy	407.47
700-21711	Medicare Tax Withholdi	3,383.46
700-21712	Flex Account	1,302.06
700-21715	Individual Insurance-Afla	98.22
700-21716	Individual Insurance-Afla	389.97
700-21718	Individual Insurance-NC	16.00
700-21720	VEBA Contributions	10,581.27
	Grand Total:	626,787.40

Project Account Summary

Project Account Key	Payment Amount
None	626,710.65
PRINTING	76.75
Grand Total:	626,787.40

8/28/14
