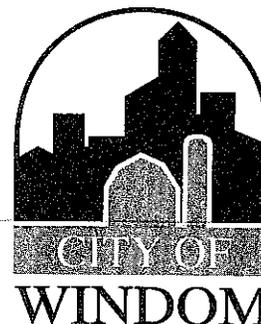


**Council Meeting
Tuesday, May 19, 2015
City Council Chambers**

7:30 p.m.

AGENDA



Call to Order

Pledge of Allegiance

1. Approval of Minutes

- Council Minutes–May 5 & 12, 2015

2. Consent Agenda

- Minutes
 - Emergency Services Building Committee – April 28, 2015
 - Economic Development Authority – May 11, 2015
 - Planning Commission – May 12, 2015
 - Library Board – May 12, 2015
- License Applications
 - Exempt Permit – Windom Youth Hockey
 - Temporary On-Sale Liquor License – Lions Club
 - Amplification Permits
 - Riverfest Concerts June 26th-27th
 - WAHS
 - Island Park Concert
 - Courthouse Square
 - Phat Pheasant Pub
 - Relay for Life - June 6, 2015
 - Riverfest - June 26, 2015
 - Riverfest - June 27, 2015
 - Business Solicitation Permits – American Exteriors LLC
 - Alex Mader
 - Joshua Bridges

3. Department Heads

4. Planning Commission Recommendation

- Conditional Use – 1437 2nd Avenue

5. Street Department

- Farmers Market Request
- Disposition of Surplus Equipment

6. Annual Consumer Confidence Report

7. Emergency Services Building Committee Recommendation

8. River Bend Liquor Store Hiring Recommendations

9. Liquor Ordinance – Update of Statute and Discussion Ordinance Revisions

10. MnDOT Dept. of Aeronautics –Airport Maintenance and Operations Agreement 2nd Amendment

11. New Business

12. Old Business

- Long Range Planning Meeting – May 28, 2015 at 3:00 p.m.

13. Regular Bills

14. Council Concerns

15. Adjourn



**Regular Council Meeting
Windom City Hall, Council Chamber
May 5, 2015
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, Paul Johnson, Dominic Jones, Bryan Joyce and JoAnn Ray

Council Absent:

None

City Staff Present:

Steve Nasby, Administrator; Scott Peterson, Police Chief; Mike Haugen, Water\Wastewater Superintendent; Bruce Caldwell, Streets & Parks Superintendent; Chelsie Carlson, Finance Director\Controller; Dan Olsen, Telecom Manager and Jeremy Rolfes, Telecom

3. Pledge of Allegiance

4. Approval of Minutes:

Motion by Johnson second by Joyce to approve the City Council minutes from April 21, 2015. Motion carried 5 – 0.

5. Consent Agenda:

Maricle noted the minutes from the following Boards and Commissions.

- Utility Commission – April 22, 2015
- Telecom Commission – April 27, 2015
- Economic Development Authority – April 27, 2015

Motion by Jones second by Johnson to accept the Consent agenda board and commission minutes. Motion carried 5 – 0.

6. Department Heads:

Chelsie Carlson, Finance Director\Controller, said that the information related to the new telecom packages and services has been mailed with the last billing statement. She noted that the new packages are available on May 15 and that there is a frequently asked question section on the City and Windomnet websites. She said that some customers realizing a savings with the new packages would be automatically migrated to the lower cost bundle.

Preliminary

She mentioned that customers who receive postcards will need to identify what services they would like on their account or if they wanted to sign up for Windomnet long distance.

7. 2014 City Audit – Clifton Larson Allen Presentation:

Craig Poppenhagen, Clifton Larson Allen auditor, said that the City's audit was completed and there were no material issues or problems. He reviewed the required communications letters and a PowerPoint presentation. He reviewed the following areas of the audit:

- significant estimates
- noted the financial condition of the Telecom fund needing improvement
- said the hospital is not included in the City financials and that will be changed
- one finding, which is that the financial statements are done by the audit firm
- financial charts and graphs showing three year history
- general fund unassigned balance history and Council policy of maintaining 75%
- enterprise fund data
- noted the need to maintain strong enterprise fund reserves
- tax support levels for the Arena and Community Center
- long term debt

Maricle asked about the inclusion of the hospital financials in the City audit. Poppenhagen said that to remove modified opinion or exemptions from the City audit the hospital would need to be included to achieve a "clean" audit opinion. He said that having an unqualified opinion could improve the way bond companies and the State look at the City's audit.

Motion by Joyce second by Ray to accept the 2014 City of Windom Audit as presented. Motion carried 5 – 0.

8. National Water Week:

Mike Haugen, Water/Wastewater Superintendent, said that May 3-9 is National Water Week and he wanted to thank the department employees for their work to provide clean, safe water to citizens 365 days a year.

Maricle and the Council expressed thanks to Haugen and the employees for their efforts.

Haugen said that the water meter replacement project is underway and reminded citizens to contact the service center at 866-778-2951 to schedule an appointment.

Johnson asked about the aquifer levels. Haugen replied that the well levels are holding steady and we are fortunate not to be in the same water situations as drought areas.

Council member Jones introduced the Resolution No. 2015-15, entitled "NATIONAL WATER WEEK PROCLAMATION" and moved its adoption. The resolution was seconded by Cooley and on roll call vote: Aye: Jones, Joyce, Ray, Cooley and Johnson. Nay: None. Absent: None. Abstain: None. Resolution passed 5-0

9. Street Closure Request for 2015 Riverfest Events:

Bruce Caldwell, Streets & Parks Superintendent, said that he had been approached by citizens working on organizing a parade in conjunction with Riverfest and attended a Riverfest committee meeting. He handed out a proposed route map and noted that this information had previously been shared with the Police Chief and Street Committee. The recommended route and staging area would be posted as no traffic or limited traffic all to occur on June 27. There would be closures downtown for all day would be on 9th Street from 3rd to 4th Avenue and on 4th Avenue from 9th Street to 10th Street with one intersection remaining open. For the parade the staging area would be from about 3 pm to 8:30 pm on 3rd Avenue and 4th Avenue from 7th Street to 15th Street.

Jones asked if the proposed street closures needed other approvals from the organizing groups. Caldwell replied that the parade organizers and Riverfest committee were both in agreement as to the street closure requests.

Motion by Jones second by Joyce to approve street closures downtown for all day on 9th Street from 3rd to 4th Avenue and on 4th Avenue from 9th Street to 10th Street with one intersection remaining open. For the parade the staging area would be closed or limited traffic from about 3 pm to 8:30 pm on 3rd Avenue and 4th Avenue from 7th Street to 15th Street. Motion carried 5 – 0.

10. Hiring Recommendations – Temporary, Seasonal and Part-time:

Nasby said there were memorandums from the Streets & Parks Department and from the Pool and Recreation programs regarding the hiring recommendations for temporary, seasonal and part-time employees.

Caldwell said the Street budget included a part-time, seasonal worker and the primary responsibilities would be to do cleaning and weed control. He is anticipating about 32 hours a week with a start date of May 11.

Maricle asked about any issues with the Affordable Care Act. Nasby replied that the law would not apply as the position is seasonal.

Motion by Joyce second by Jones to approve the recommended hiring of temporary, seasonal and part-time employee Keith Anderson as presented. Motion carried 5 – 0.

Jones asked if there were previously seasonal people hired for the Pool and Recreation. Nasby and Joyce replied that the Pool Manager had been hired but not lifeguards.

Motion by Ray second by Johnson to approve the list of temporary, seasonal and part-time employees for the Pool and Recreation programs as presented. Motion carried 5 – 0.

11. Security System Update:

Nasby said that the vendor, WW Communications, had visited the departments to determine their facilities and system needs. The quote for the hardware and installation was broken down into two parts. The first part is the hardware server needed to operate the security camera system, which would be needed regardless of the number of cameras. This hardware could be scaled down if fewer cameras are approved. The second quote is for the cameras requested by the various departments. The number and type of cameras can be adjusted to stage the system implementation or reduce the cost, if needed. The total estimated cost as shown by WW Communications portion of the system would be \$67,250. Windomnet also provided an estimate of about \$14,950 for their share of work related to the security system. The third piece that was quoted from Mankato Networks is for a firewall that is needed for City Hall costing \$5,404.75. This firewall is not directly tied to the security system, but is needed to keep the internet services working at City Hall. The total price for all of the work is \$87,600. The 2015 Capital Improvement Plan budget for the security system and City Network is \$86,669. Nasby requested Council approval to move ahead with all of the work and noted that the \$900 of overage could possibly be paid for through the City Hall maintenance budget.

Nasby also noted the monthly reoccurring charge estimate for the bandwidth from Windomnet estimated to be \$3,294. There will also be a couple of areas that will need electrical power extensions, but the Electric Department is aware of these and would provide the infrastructure as needed.

Jones said the monthly charges for the service is something he would like to review, but the Telecom Commission may be the correct venue for the discussion. He asked if the revenue generated by charging other departments would go to Windomnet.

Nasby replied that revenue paid for bandwidth would go to Windomnet.

Joyce said that he would like to know the actual cost for the monthly service. Dan Olsen, Telecom Manager, said that the security system would operate on a private network and there is a cost for the provision of that service.

Jones said that \$3,294 per month for internet service seems high and he would like the justification, but will take the matter to the Telecom Commission.

Motion by Jones second by Ray to approve the two quotes from WW Communications for the security system project, the quote from Mankato Networks for the firewall and to direct Windomnet to work effectively and efficiently with City staff and the vendors to complete these projects. Approximately \$900 to come from the City Hall operational budget and to authorize the work and capital expense shown on the Windomnet quote. Motion carried 5 – 0.

Preliminary

12. Neutral Path Agreement:

Dan Olsen, Telecom Manager, said that Windomnet is working with Neutral Path LLC on a fiber project and that Windomnet would be exchanging some conduit it owns at a river crossing site with some conduit that Neutral Path would provide.

Maricle asked about Exhibit B as it is incomplete. Nasby said that this is something Neutral Path was requesting and that their representative had contacted him about the agreement. The Neutral Path representative was asking that the agreement be approved as they would work with the Telecom Manager to get the necessary paperwork.

Olsen said that he does not have any of the permits and that pre-dated his tenure with the City. He added that the DNR may not have required permits at that time.

Jones asked if the conduit is within MN DOT right of way by the Highway 62 bridge. Olsen confirmed this is the location. Jones said that he has a contact at the State that would be helpful in finding the permit information. Maybe Finley Engineering could assist as well as they were the ones that did the permit work for Windomnet.

Jones asked if the City Attorney had reviewed the agreement. Nasby and Olsen replied yes.

Motion by Jones second by Joyce to approve the agreement with Neutral Path LLC as presented. Motion carried 5 – 0.

13. New Business:

None.

14. Old Business:

Maricle noted that the long-range planning and priority setting meeting from April 29, 2015 was recessed as there were two members absent. He asked about setting a date for re-scheduling the meeting.

Nasby suggested May 12 as the City Council already has the Board of Adjustment hearing that day at 4:30 pm and the other discussion could occur after the Board of Adjustment ends at 5:30 pm. He did note that the Planning & Zoning Commission has a public hearing that evening too, but it is scheduled for 7:30 pm.

Council consensus to reconvene the April 29, 2015 meeting on May 13, 2015 at 6:00 p.m.

Ray noted that Spring Clean-up is this weekend and encouraged everyone to use the service and to purchase recycling tags for appliances and electronics by the close of business on Thursday.

Preliminary

Maricle said the Hospital is having their cornerstone ceremony on Saturday, May 9 and they were looking for a Council representative. Cooley said he would be attending and could say a few words.

15. Regular Bills:

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

16. Council Concerns:

Joyce thanked everyone involved with the Eagle Achievement projects and the students. He noted that May 15 is graduation day and that students will be doing a community clean-up that day as well.

Johnson said that May 16 is Coffee with the Council at Hy-Vee with himself and Brian Cooley. He encouraged the public to attend.

Cooley said that there has been a number of car thefts in town, including his residence. He encouraged citizens to contact the Police if they see suspicious behavior.

Johnson suggested that citizens should remove valuables from autos to a safer location.

Ray thanked the Windom Police Department and Sheriff's office for their Lunch with the Police activity at school. The event went well.

Jones said he too wanted to thank the Windom Police and Sheriff's office on their work with video training. This was something the Council was invited to participate in and he found the experience very helpful in understanding what a Police officer faces on duty.

17. Adjournment:

Mayor Maricle adjourned the meeting by unanimous consent at 8:57 p.m.

Corey Maricle, Mayor

Attest: _____
Steve Nasby, City Administrator

**Special Council Meeting
Windom City Hall, Council Chamber
May 12, 2015
4:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Corey Maricle at 4:30 p.m.

2. Roll Call: Mayor:

Corey Maricle

Council Present:

Brian Cooley, Paul Johnson, Dominic Jones, Bryan Joyce and JoAnn Ray

Council Absent:

None

City Staff Present:

Steve Nasby, Administrator

3. Pledge of Allegiance

4. Board of Review:

Gale Bondhus, County Assessor, said that the annual review is done to provide property owners with an opportunity to bring valuation disputes to the City Council. There is a sign-in sheet at the back of the room that needs to be completed to preserve appeal rights.

Bondhus handed out information relating to the sales from 2015 and three valuation changes that are being proposed by the County Assessor's Office. Bondhus reviewed the sales data for residential property, commercial\industrial property and State assessed properties such as railroads, pipelines and power plants. The total valuation for the City of Windom is \$219,457,400 which is an increase over last year.

The County Assessor's recommendations for valuation changes are as follows:

Parcel #25.351.0960 owned by Stephen Sovia – the owner had denied the County Assessor access to the property so a 15% increase in valuation was added to the property. The owner has since allowed access and upon the inspection the County Assessor's office is recommending a decrease of \$5,200 to \$57,100.

Parcel #25.351.0460 owned by Jerry Papenfus – this property is a former dental office and the space will need extensive remodeling to bring the space to standard for modern office use. Due to the needed renovations the building value is recommended to decrease by \$19,500 to \$165,100.

Parcel #25.820.0390 owned by Orville and Janice Wojahn – the use of the property changed from office use to retail, which affected the valuation and the site had an environmental clean-up after a meth incident. The County Assessor is recommending a decrease of \$4,700 in value to \$36,600.

Motion by Jones second by Joyce to approve the County Assessor's recommendation of value at \$57,100 for Parcel #25.351.0960. Motion carried 5 – 0.

Motion by Ray second by Cooley to approve the County Assessor's recommendation of value at \$165,100 for Parcel #25.351.0460. Motion carried 5 – 0.

Motion by Johnson second by Ray to approve the County Assessor's recommendation of value at \$36,600 for Parcel #25.820.0390. Motion carried 5 – 0.

Bondhus noted that Minnesota Energy Resources had been in litigation with the State of Minnesota Department of Revenue over its taxes for years 2008-2012 and that the Court had ruled in favor of Minnesota Energy Resources for several of those years. As such, the State may appeal but if the ruling is upheld there would be a credit to Minnesota Energy Resources and that the City could owe a portion of that credit.

Parcel #25.683.0020 – Henry Muse – Mr. Muse was questioning the absence of application of homestead credit to this property. Bondhus and Mr. Muse agreed that the paperwork for the homestead credit had not been completed at this time and they would work to get it processed. No action was needed by the City Council.

Bondhus noted that the State requires training for conducting the Board of Review and currently only Brian Cooley is trained. She encouraged additional Council members to consider training. She would forward the materials to Nasby for distribution to Council.

Motion by Ray second by Jones to approve all assessments and changes as presented by the County Assessor. Motion carried 5 – 0.

5. New Business:

None.

6. Old Business:

Maricle noted that the long-range planning and priority setting meeting from April 29, 2015 was recessed for May 13, 2015, but with Baccalaureate that evening a new date would need to be selected. Consensus of the Council to set the meeting for May 28, 2015 at 3:00 p.m.

7. Adjournment:

Mayor Maricle adjourned the meeting by unanimous consent at 8:57 p.m.

Corey Maricle, Mayor

Attest: _____
Steve Nasby, City Administrator

Emergency Services Building Committee Minutes

April 28, 2015

The Windom Emergency Services Building Committee met on April 28, 2015, at 5:15 p.m. in the Windom City Council Chambers. Members present were Dan Ortmann, Mark Stevens, Gary Olson, Tim Hacker, Brian Cooley and Jim Axford. City Staff Steve Nasby and Denise Nichols. Absent: Mayor Corey Maricle and Kevin Heggeseth. Public present were 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 Hacker, to approve the Minutes of the March 24, 2015, meeting as written. Ayes – 6, Nays – 0.**
3. **Architect Selection** – Chair Ortmann noted that the purpose of the meeting was to determine the Committee's preference for final selection and recommendation to the City Council for an architect for the building project. The Committee discussed the recent site visits to Maplewood, Jackson and Glencoe. They shared their observations regarding the pros and cons of each architect including experience, building design, floor plans, building types and funding resources.

M/S/P: Motion made by Cooley, seconded by Hacker, to make the recommendation to the City Council to hire Brunton Architects and Engineers as the architect for the Emergency Services Building project. Ayes – 6, Nays – 0.

4. **House Bill Update** – City Administrator Nasby updated the Committee regarding recent action that has transpired at the Capitol concerning the Local Option Sales Tax Authorization. The Local Option Sales Tax Authorization was included in the House bill. However it was not included in the Senate bill. Since both the House and Senate have their own bills, a Conference Committee will be organized to complete the final bill. Once the Committee is organized, Nasby will contact the members requesting Windom's inclusion in the final bill for Sales Tax Authorization.

This year is not a bonding year. However, Governor Dayton proposed a Bonding Bill this session and Windom's Emergency Services Building project was included in the Governor's bill. It is very unlikely that the proposal will move forward or that there will be any bonding projects this year. However this exposure will place the project in a good position for consideration of funding for next year's bonding projects. If approval is received for the Local Options Sales Tax Authorization, the public vote on the proposal cannot take place until November 2016.

The best case for the earliest possible date to begin construction of the project would be 2016 and this start date would be dependent on receiving bonding funds in 2016. The Committee discussed its concern with the timeline and the increase in future construction costs due to inflation. Nasby noted that if the local option sales tax is not approved, there are other possible funding scenarios and the City Council would need to determine the funding sources that would be best for the project and the community. Other possible funding sources, including General Obligation Bonds, tax levy and service area contributions, were discussed. Nasby indicated that the City Council is currently working on setting goals and priorities for long-range planning and this project will be part of the Council's discussion in an upcoming meeting.

5. **Other Business** – None.
6. **Next Meeting Date** – The next meeting date will be scheduled after the City Council considers the Committee's recommendation for the project's architect.
7. **Adjourn** – M/S/P: **Motion by Hacker, seconded by Cooley, to adjourn the meeting. Ayes –6, Nays – 0.**

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
MAY 11, 2015

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

2. Roll Call & Guest Introductions:

EDAWN Commissioners: Justin Espenson, Betsy Herding, Dominic Jones, and Paul Johnson.
Absent: Sally Larson.

Also Present: EDA Staff – Aaron Backman, EDA Executive Director, and Mary Hensen, Admin. Asst.; Mayor Corey Maricle, WADC Liaison Tara Christensen, Scott Burdorf, John Lafferty (Windom Chamber & CVB), Nasir Raja, and Howard Anderson.

3. Approval of Minutes:

Motion by Commissioner Jones, seconded by Commissioner Herding, to approve the Minutes of the EDA Meetings held on April 13, 2015, and April 27, 2015. Motion carried 4-0.

4. River Bluff Townhomes

A. Annual Report – Van Binsbergen & Associates: Scott Burdorf, Office Manager for Van Binsbergen & Associates, (management company for the EDA's River Bluff Townhomes) presented the annual report on the townhomes' operations. Mr. Burdorf distributed copies of the financial statements for the month ending April 30, 2015. He advised that all of the units are rented and that the annual inspection of the units went well. The building is in good condition. There are some minor landscaping items that they will address over the next couple years. He explained the current replacement schedule for appliances and flooring. The financial condition of the townhomes is also good. The management agreement will expire on May 31, 2015. The Board received a copy of the proposed two-year Management Agreement covering the period of time from June 1, 2015, through May 31, 2017. Van Binsbergen & Associates is requesting an increase in their management fee from \$40 per occupied unit per month to \$42 per occupied unit per month. The other terms of the management agreement would remain the same. Director Backman advised that he felt that Van Binsbergen & Associates have done an excellent job in managing the townhomes and recommended approval of the proposed fee increase and the new management agreement.

Motion by Commissioner Johnson, seconded by Commissioner Jones, to approve the proposed Management Agreement for the River Bluff Townhomes as submitted by Van Binsbergen & Associates for the two-year term commencing June 1, 2015, through May 31, 2017. Motion carried 4-0.

There was a discussion concerning the rental rates for the units. (There is a limit on the amount of income individuals living in the units can earn and still qualify to live in the units.) The tenants pay all their own utilities except sewer, water, garbage pickup, and softener salt. Scott Burdorf recommended a small monthly increase over the next two years. After further discussion, the following action was taken.

Motion by Commissioner Johnson, seconded by Commissioner Herding, to approve increases in the rental rates of \$10.00 per month for two-bedroom units and \$20.00 per month for three-bedroom units with the increases to become effective, following 60-day notice to the tenants, on August 1, 2015. Motion carried 4-0.

There was a discussion concerning the hourly reimbursement for the on-site caretaker. It was the consensus of the Board to increase the hourly rate for the caretaker to \$15.00 per hour.

5. North Windom Industrial Park (NWIP)
 - A. Minnesota Energy Resources – Service Extension – Update: At the EDA Meeting on April 13, 2015, the Board approved the installation of a natural gas line from the NWIP entrance on the north side of Opportunity Drive to 4121 Commerce Boulevard for a cost not to exceed \$37,150 and authorized the EDA Director to enter into a contract with Minnesota Energy Resources Corporation (MERC) for this installation. Director Backman reported that MERC revised the contract to provide for a reduced Customer’s Contribution in Aid of Construction in the amount of \$23,637.00. The contract was signed by EDA Vice President Justin Espenson and forwarded with the check to MERC on May 6, 2015. (The Board received a copy of the contract.) The work order was set in motion by Rory Lenton from MERC in late April to allow the project to be placed on the schedule. The EDA has been working with MERC for installation of this gas line as soon as possible to provide for connections for SCI. The contractor and principals of SCI are planning for a late spring-early summer completion of construction and occupancy of the building by SCI staff.
6. Closed Session – Land Negotiations (River Bend Center – Phase II): The EDA had been contacted by two separate parties who were interested in the EDA’s property known as River Bend Center Phase II (located south of the liquor store). The EDA Board listened to presentations from both parties at a Special Meeting on April 27th. At that time, the EDA Board decided to gather additional information prior to making a decision on the potential sale of the property. The Board did not go into closed session as the scheduled presenter did not come to the meeting.
7. Unfinished Business
 - A. Highway 60 Frontage Road Discussion: Discussion on this item was tabled until the next regular meeting of the EDA in June.
8. New Business
 - A. Scheduling of Special Meeting: After discussion, the EDA Board scheduled a Special Meeting for May 19th at noon to consider a potential purchase agreement for Parcel 3 of the River Bend Center property. At that time if the purchase agreement is accepted, a public hearing on the proposed sale will be scheduled for the June 8th EDA Meeting.
 - B. Potential Sale of NWIP Lot: Following the posting of the agenda, Director Backman was contacted by parties interested in purchasing a lot in NWIP. Director Backman gave a brief overview. If there is more progress on this matter, it will come before the Board for a closed session either on May 19th or June 8th.
9. Miscellaneous Information
 - A. River Bluff Townhomes – Monthly Financial Report: The Board had received copies of the financial reports provided by Van Binsbergen & Associates for the period ending April 30, 2015.
10. Adjourn: By consensus, Vice President Espenson adjourned the meeting at 1:24 p.m.

Betsy Herding, EDA Secretary-Treasurer

Attest:

Aaron A. Backman, EDA Executive Director

**CITY OF WINDOM
PLANNING COMMISSION
MINUTES
MAY 12, 2015**

1. Call to Order: The meeting was called to order by Chairperson Wahl at 7:01 p.m.

2. Roll Call & Guest Introductions:

Planning Commission: Marilyn Wahl, Lorri Cole, Ben Derickson, Andy Harries, Brett Mattson, Kevin Rose, and Council Liaison Bryan Joyce. Absent: Greg Pfeffer and Ryan McNamara.

Also Present: Zoning Administrator Jim Kartes and Mary Hensen (Admin Asst.), and William Voss.

3. Approval of Minutes:

Motion by Commissioner Rose, seconded by Commissioner Harries, to approve the Planning Commission Minutes for the meeting held on April 14, 2015. Motion carried 6-0.

4. Public Hearing – 7:05 P.M.: Zoning Application – Conditional Use Permit – 1437 Second Avenue – (Applicants/Owners: William & Constance Voss): Chairperson Wahl opened the public hearing at 7:05 p.m. The Commissioners had received copies of the Application from William and Constance Voss, aerial photo of the property, site plan, photo of the former garage (that was just demolished as of May 12th), and sketch of proposed new garage. Zoning Administrator Kartes advised that the application is under the sixty-day rule (application was filed on April 20, 2015). (The property is located in an R-2 Zoning District.) William (Bill) Voss and Constance (Connie) Voss have a 36' X 32' garage on their property that they plan to demolish. They want to build a new garage of the same size in approximately the same location (moved in from the side property line five feet and in from the alley seven feet). The dimensions of their property are 75' frontage X 142' in depth for an area of 10,650 square feet. City Code Section 152.327 provides that for lots this size, the total floor area of any garage and accessory building may not exceed 900 square feet except by conditional use permit. The new garage (36' X 32') would have an area of 1,152 square feet. They are requesting a conditional use permit to allow them to have accessory (garage) space of 252 square feet more than specified in the Code. City Code Section 152.327 also provides that the total floor area of any garage and accessory building may not exceed the ground coverage of the dwelling, less any attached garage, except by conditional use permit. The ground coverage of the dwelling is approximately 928.5 square feet. They are also requesting the conditional use permit to allow them to have accessory (garage) space that exceeds the ground coverage of the dwelling on the property.

In response to questions from the Commissioners, Bill Voss advised that the former garage was demolished today. He said that the size of the proposed new garage (36' X 32') fits his needs better than a 900-square foot garage. He would like to construct 10-foot sides in the garage so that a motor home or travel trailer will fit in the garage. The garage may or may not have a cupola but he will discuss that with Jim Kartes (as to height allowed, etc.). Initially he wanted to put the garage on a slab. (Jim Kartes indicated that as of February 2015, under the new building code all accessory buildings over 1,000 square feet are required to have frost footings.) Mr. Voss said that he plans to use pole building construction with three overhead doors similar to the sketch provided to the Commissioners.

Chairperson Wahl asked if anyone else from the audience wished to comment on the zoning application and there were no additional comments. All public testimony was completed and Chairperson Wahl closed the public hearing and referred the matter to the Planning Commission for consideration at 7:11 p.m. After a brief discussion, the following action was taken.

Motion by Commissioner Derickson, seconded by Commissioner Cole, and carried to recommend to the City Council the approval of the application, submitted by William Voss and Constance Voss, as Trustees of the William Voss and Constance Voss Trust, for a conditional use permit to allow the construction of a 36' X 32' detached garage on property situated in an R-2 District which accessory building will have 252 square feet more floor area than provided in City Code and greater floor area than the ground coverage of the dwelling on the property. The property is located at 1437 Second Avenue and is described as: Lot 10 and South Half of Lot 11, Block 5, Hutton and Collins' Addition to the City of Windom, Cottonwood County, Minnesota. (Parcel No. 25-351-0520.)

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

Findings of Fact for Conditional Use Permit:

1. As stated in the narrative herein.
2. That the proposed use is not in conflict with the Comprehensive Plan.
3. That the proposed use is not in conflict with the stated intent of the Zoning District in which it is to be located.
4. That the proposed use will not unreasonably harm the public health, safety, and welfare, create a nuisance, or create unreasonable congestion injurious to nearby properties.
5. That the proposed use does not interfere with the creation of a beneficial environment within its own property boundaries and on adjoining properties.
6. That the proposed use will not interfere with the provision of a reasonable economic benefit to the community.
7. That the provisions for interrelationship between the proposed development and contiguous and noncontiguous adjacent properties will not adversely affect pedestrian and vehicular movement and will not adversely affect the buffering of the service facilities and parking areas.

Motion was declared carried 6-0.

Zoning Administrator Kartes advised that these recommendations will now come before the Windom City Council at its meeting next Tuesday night, May 19, 2015; and the Council will make the final decision concerning this application.

5. Unfinished Business: Zoning Administrator Kartes distributed a summary of the rental units in Windom. This information was taken from the 2014 Housing Study. The study determined that there are approximately 575 rental units in Windom. The study outlined the number of units which are subsidized housing, senior housing units, and other privately-owned units. (Note: A link to the powerpoint summary of the housing study can be found on the front page of the City's website.) The study determined that Windom needs more rental units of all types—subsidized, market-rate, and senior housing. There is also a need for more available land on which to construct these units. Zoning Administrator Kartes advised that he had made calls to other cities concerning whether they have adopted rental ordinances; and if so, seeking information.
6. New Business: Zoning Administrator Kartes advised that because of the new Building Code, he will be holding a contractors' meeting (probably on May 27th) and there may not be a June meeting of the Planning Commission depending on the time schedule to put the materials together.
7. Adjourn: By consensus, Chairperson Wahl adjourned the meeting at 7:21 p.m.

Marilyn Wahl, Chairperson

Attest: _____
James Kartes, Zoning Administrator

Windom Library Board Meeting
Windom Library
5/12/15
5:05 p.m.

1. Call to order: The meeting was called to order by John Duscher at 5:05 p.m.
2. Roll Call: Members Present: Kathy Hiley, Steve Fresk, John Duscher and Beth Fleming

Members Absent: Barb Henning, Terri Jones and Anita Winkel

Library Staff Present: Dawn Aamot

City Council Member Present: Brian Cooley
3. Agenda and Minutes:
Motion by Steve Fresk and seconded by Beth Fleming to approve the Agenda and the Minutes.

4. Financial Report:
Dawn reviewed the Financial Report.

Motion by Beth Fleming and seconded by Kathy Hiley to accept the Financial Report.

5. Librarian's Report:

Dawn reported that the Library was very busy during the month of April. About 20 people attended the April 22nd event at the Historical Society featuring author Mary VanOhlen and her book, "Memories of Growing Up in Kimball Township". The Friends of the Windom Library served refreshments and paid a portion of the author's mileage from Wisconsin.

The Book Sale at BARC that was held the last week of April brought in about \$900. As the remaining books were boxed for future sales, Dawn culled out many of them. Sentenced to Serve tore off the hard covers so that these discarded books could be recycled. ACE provided volunteers to work most of the shifts. BARC staff was very helpful. All of the boxed books are being stored in the BARC basement. A book sale in the fall was discussed.

The MN Department of Human Services has requested that their lease for the small office space in the back library be renewed for another year with an option for another year. Motion by Kathy Hiley and seconded by Steve Fresk to renew one year lease term with one year option to renew @ \$125/month by MN Department of Human Services. Motion passed.

Nancy will begin signups for the summer reading program on June 8. Readers will set goals and receive prizes when those goals are met. Summer reading events will

begin on June 15. Preschool Story time will be on 5 Mondays from 10:00 to 10:30. Craft Day will be on Mondays. Lunch Bunch will be on Tuesdays from 12:00 to 12:45. Two programs sponsored by the Library and funded by MN Legacy funds will be hosted at the Community Center. The program June 29 @ 1:00 p.m., will feature the Pint Size Polkas and the program on August 12 @ 11:00 a.m. features The Moo by Once Upon a Reader MN Readers Bring Your Children and Books Together.

Motion by Steve Fresk and seconded by Beth Fleming to accept the Librarian's Report.

6. Old Business:

None

7. New Business:

Melissa Brechon and Bob Petit with LLC visited the library. The diagram of their suggested layout for the library was reviewed by the Board. Dawn noted the input from the Board and will discuss these questions about layout and feasibility with Bob and Melissa.

8. New Book Suggestions:

The Board presented their suggestions.

9. Adjourn:

Motion by Beth Fleming and seconded by Steve Fresk to adjourn.

Meeting adjourned at 5:55 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that: <ul style="list-style-type: none"> • conducts lawful gambling on five or fewer days, and • awards less than \$50,000 in prizes during a calendar year. If total prize value for the year will be \$1,500 or less, contact the Licensing Specialist assigned to your county.	<p style="text-align: center;">Application fee (nonrefundable)</p> If the application is postmarked or received 30 days or more before the event, the application fee is \$50 ; otherwise the fee is \$100 .
--	---

Organization Information

Organization Name: Windom Youth Hockey Assoc	Previous Gambling Permit Number: 00998-004
Minnesota Tax ID Number, if any:	Federal Employer ID Number (FEIN), if any:

Type of Nonprofit Organization (check one):

Fraternal
 Religious
 Veterans
 Other Nonprofit Organization

Mailing Address: PO Box 41	City: Windom	State and Zip: MN 56101	County: Cottonwood
Name of Chief Executive Officer (CEO): Jenny Hedquist	Daytime Phone: 507-822-1678	Email: hedquist@mvtvwireless.com	

Nonprofit Status

Attach a copy of ONE of the following for proof of nonprofit status:

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.
 Don't have a copy? This certificate must be obtained each year from:
 Minnesota Secretary of State
 Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Phone: 651-296-2803

IRS income tax exemption (501(c)) letter in your organization's name.
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter).
 If your organization falls under a parent organization, attach copies of **both** of the following:
 a. an IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 b. the charter or letter from your parent organization recognizing your organization as a subordinate.

Gambling Premises Information

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place):
Phat Pheasant Pub

Address (do not use PO box): 2370 Hwy 60 E	City or Township: Windom	Zip Code: 56101	County: Cottonwood
--	------------------------------------	---------------------------	------------------------------

Date(s) of activity (for raffles, indicate the date of the drawing):
August 29, 2015

Check each type of gambling activity that your organization will conduct:

Bingo*
 Paddlewheels*
 Pull-Tabs*
 Tipboards*

Raffle (total value of raffle prizes awarded for the year: \$18,357)

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

To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **LIST OF LICENSEES**, or call 651-539-1900.

Local Unit of Government Acknowledgment

**CITY APPROVAL
for a gambling premises
located within city limits**

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

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

Local unit of government must sign.

**COUNTY APPROVAL
for a gambling premises
located in a township**

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county).

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.166.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

Chief Executive Officer's Signature

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

Chief Executive Officer's Signature: *Jenny Hedquist* Date: 05/07/2015

Print Name: Jenny Hedquist

Requirements

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Send application with:

- _____ a copy of your proof of nonprofit status, and
- _____ application fee (nonrefundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$50; otherwise the fee is \$100. Make check payable to **State of Minnesota**.

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

Financial report and recordkeeping required.

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.mn.gov/gcb.

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board. Your organization must keep all exempt raffle records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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

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

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

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



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Windom Lions Club		Date organized 4-14-1971	Tax exempt number E41-6175799
Address PO Box 72		City Windom	State Minnesota
		Zip Code 56101	
Name of person making application Dave Brockman		Business phone (507) 831-0336	Home phone (507) 831-5435
Date(s) of event 6-27-2015 and 6-28-2015		Type of organization <input checked="" type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit	
Organization officer's name		City	State
Zip			
<input checked="" type="checkbox"/>	Dean Schumacher	Heron Lake	Minnesota
<input checked="" type="checkbox"/>	Deloy King	Windom	Minnesota
<input checked="" type="checkbox"/>	Dave Brockman	Windom	Minnesota
<input type="checkbox"/> Add New Officer			

Location where permit will be used. If an outdoor area, describe.
 Island Park, Windom, Parking lot between pool and ball park.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
 No.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 Christensen Group Insurance, 11100 Bren Road West, Minnetonka MN 55343 (Great American E&S Insurance Company) \$1M/\$2M.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City/County	Date Approved
City Fee Amount	Permit Date
Date Fee Paid	City/County E-mail Address

Signature City Clerk or County Official _____ Approved Director Alcohol and Gambling Enforcement _____
 CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

Denise Nichols

From: riverfest.windom@yahoo.com
Sent: Monday, May 11, 2015 9:45 AM
To: denise@windom-mn.com; wineda@windom-mn.com
Subject: Permit Application for use of Amplification Equipment in Public

Date of Event
06/26/2015
Location of Event
Windom Area High School
Start Time
06:00 pm
End Time
10:00 pm
Type of Event
Concert
Applicant Information
Applicant Name
Michael Garcia
Address
PO Box 161 Windom, Minnesota 56101 United States Map It
Phone
(507) 227-2836
Email
riverfest.windom@yahoo.com
Would you like a copy of this form?

License Fee - None \$0.00

Street/Park Superintendent Recommends

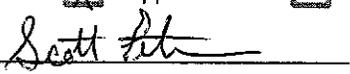
Approval Denial



Street/Park Superintendent

Police Chief Recommends

Approval Denial



Police Chief

Application APPROVED this _____ day of _____, 20____.

Application DISAPPROVED this _____ day of _____, 20____.

City Council

Denise Nichols

From: riverfest.windom@yahoo.com
Sent: Monday, May 11, 2015 9:44 AM
To: denise@windom-mn.com; wineda@windom-mn.com
Subject: Permit Application for use of Amplification Equipment in Public

Date of Event
06/27/2015

Location of Event
Island Park

Start Time
08:00 pm

End Time
12:00 am

Type of Event
Concert

Applicant Information
Applicant Name
Michael Garcia

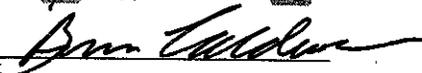
Address
PO Box 161
Windom, Minnesota 56101
United States
[Map It](#)

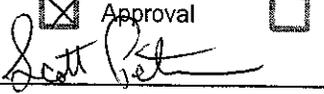
Phone
(507) 227-2836

Email
riverfest.windom@yahoo.com

Would you like a copy of this form?
• Yes

License Fee - None \$0.00

Street/Park Superintendent Recommends
 Approval Denial

Street/Park Superintendent

Police Chief Recommends
 Approval Denial

Police Chief

Application APPROVED this _____ day of _____, 20_____.

Application DISAPPROVED this _____ day of _____, 20_____.

City Council

Denise Nichols

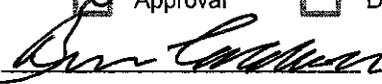
From: riverfest.windom@yahoo.com
Sent: Monday, May 11, 2015 9:42 AM
To: denise@windom-mn.com; wineda@windom-mn.com
Subject: Permit Application for use of Amplification Equipment in Public

Date of Event
06/27/2015
Location of Event
Courthouse Square
Start Time
12:00 pm
End Time
08:00 pm
Type of Event
Concert
Applicant Information
Applicant Name
Michael Garcia
Address
PO Box 161 Windom, Minnesota 56101 United States Map It
Phone
(507) 227-2836
Email
riverfest.windom@yahoo.com
Would you like a copy of this form?
<input checked="" type="radio"/> Yes

License Fee - None \$0.00

Street/Park Superintendent Recommends

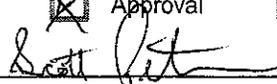
Approval Denial



Street/Park Superintendent

Police Chief Recommends

Approval Denial



Police Chief

Application APPROVED this _____ day of _____, 20_____.

Application DISAPPROVED this _____ day of _____, 20_____.

City Council

Denise Nichols

From: nbouwens@amext.com
Sent: Monday, May 11, 2015 3:55 PM
To: denise@windom-mn.com
Subject: Application for Business Solicitation

First Name

Alex

Middle name

Jack

Last Name

Mader

Date of Birth

[REDACTED]

Driver's License Number

[REDACTED]

State of Issue

South Dakota

Solicitor's Address

100 E. 8th St.
Crooks, South Dakota 57020
United States
[Map It](#)

Phone

(605) 941-6608

Email

nbouwens@amext.com

Name of Business/Organization

American exteriors LLC

Contractor's License

N/A

Address of Business/Organization

2116 S. Minnesota Ave. Ste 3
Sioux Falls, South Dakota 57105
United States
[Map It](#)

Business/Organization Phone

(800) 794-6369

Purpose of Solicitation

window and siding information. No sales. We just get a name and number for our call center to get in contact with the home owners who would like a quote.

If door to door solicitation, indicate area to be solicited

Residential District

If telephone solicitation, state location from which calls will be made

Colorado

Informed Consent Form

- I have downloaded the above informed consent form and will fax it to the City of Windom or call 507-831-6129 for other options.

Acknowledgement

- I acknowledge and accept that a convenience fee will be added to the license/application fee made via this online form.

Name

Nathan Bouwens

Order

Product	Qty	Unit Price	Price
Application Fee			
License/Application Fees:: Initial Investigation Fee	1	\$60.00	\$60.00
License/Application Fees:: Annual License Fee			
Processing Fee	1	\$1.80	\$1.80
			Total: \$61.80

I have on May 11, 2015 collected from applicant \$ 61.80 as prescribed in City Code, TITLE XI BUSINESS REGULATIONS, CHAPTER 114.

City Clerk

Referred to the Police Chief on 05/15/15
 Recommendation: Approved Disapproved . If disapproved give reason: _____

05/15/15
Date

[Signature]
Police Chief

Approved by the City Council on _____, 20____.

Denise Nichols

From: nbouwens@amext.com
Sent: Monday, May 11, 2015 3:43 PM
To: denise@windom-mn.com
Subject: Application for Business Solicitation

First Name

Joshua

Middle name

Dylan Thomas

Last Name

Bridges

Date of Birth

[REDACTED]

Driver's License Number

[REDACTED]

State of Issue

Colorado

Solicitor's Address

720 S. 2nd Ave #2
Sioux Falls, South Dakota 57105
United States
[Map It](#)

Phone

(704) 340-5708

Email

nbouwens@amext.com

Name of Business/Organization

American exteriors LLC

Contractor's License

N/A

Address of Business/Organization

2116 S. Minnesota Ave. Ste 3
Sioux Falls, South Dakota 57105
United States
[Map It](#)

Business/Organization Phone

(800) 734-6969

Purpose of Solicitation

Window and siding information. Door to door. If residents are interested in quotes, we take a name and number and call center will get a hold of them at a better time.

If door to door solicitation, indicate area to be solicited

Residential District

If telephone solicitation, state location from which calls will be made

Colorado

Informed Consent Form

- I have downloaded the above informed consent form and will fax it to the City of Windom or call 507-831-6129 for other options.

Acknowledgement

- I acknowledge and accept that a convenience fee will be added to the license/application fee made via this online form.

Would you like a copy?

- Yes

Name

Nathan Bouwens

Order

Product	Qty	Unit Price	Price
Application Fee			
License/Application Fees:: Initial Investigation Fee	1	\$60.00	\$60.00
License/Application Fees:: Annual License Fee			
Processing Fee	1	\$1.80	\$1.80
		Total:	\$61.80

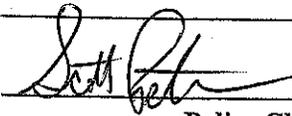
I have on May 11, 20 15 collected from applicant \$ 61.80 as prescribed in City Code, TITLE XI BUSINESS REGULATIONS, CHAPTER 114.

City Clerk

Referred to the Police Chief on May 15, 2015

Recommendation: Approved Disapproved . If disapproved give reason: _____

05/15/15
Date


Police Chief

Approved by the City Council on _____, 20____.



MEMO

To: Mayor and City Council
From: James Kartes, Zoning Administrator
Council Meeting Date: May 19, 2015
Re: Planning Commission Meeting – May 12, 2015

At its regular meeting on May 12, 2015, the Planning Commission held a public hearing and made the following recommendations concerning the application which came before the meeting:

1. **CONDITIONAL USE PERMIT APPLICATION:**

Applicants & Owners: **William Voss and Constance Voss (as Trustees of the William Voss and Constance Voss Trust)**
Address of Property: **1437 Second Avenue, Windom, MN**
Legal Description: Lot 10 and South Half of Lot 11, Block 5, Hutton and Collins' Addition to the City of Windom, Cottonwood County, Minnesota.
Parcel ID#: 25-351-0520.

The Applicants have removed an existing garage and propose to construct a garage of equal size (36' X 32') on property in an R-2 District which requires a conditional use permit to exceed maximum floor area for accessory buildings on this size lot and to exceed the ground coverage of the dwelling on the property.

THE PLANNING COMMISSION RECOMMENDS TO THE CITY COUNCIL:

Approval of the application, submitted by William Voss and Constance Voss, as Trustees of the William Voss and Constance Voss Trust, requesting a conditional use permit to exceed maximum floor area for accessory buildings (on this size lot) by 252 square feet and to exceed the ground coverage of the dwelling to allow construction of a 36' X 32' garage on their property at 1437 Second Avenue.

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

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

The sixty-day rule applies to conditional use permit applications. This zoning application for a conditional use permit was filed on April 20, 2015.

I will be present at the City Council Meeting on May 19th to address any questions the Council may have at that time.

Prior to that time if there are any questions, please contact me at the Building and Zoning Office at 832-8660.

JK:mah

CITY OF WINDOM, MINNESOTA

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

APPLICATION FOR CONSIDERATION OF ZONING/SUBDIVISION REQUEST

Applicant(s): Name(s) William + Connie Voss
Address 1305 3rd Av
City Windom State Mn. Zip 56101 (Phone: 507-220-0473)

Owner(s): (If other than Applicant)
Name(s) William + Connie Voss
Address 1305 3rd Av
City Windom State Mn. Zip 56101 (Phone: 507-220-0473)

Property Address: 1437 2nd Av Windom

Legal Description of Property: Lot(s) 011 Block(s) DD5 Addition Hutton + Collin

(If metes and bounds, attach description.)

Parcel No. 25-351-0520

Existing Use of Property: Residential Present Zoning: R-2

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

Description and Reason for Request (Attach Additional Information if necessary and/or required) We would like to tear down the existing 36x32 garage and move the new Building to meet the boundary requirements 5ft from the property line + 5ft from the alley. Then replace with a new 36x32 Steelsided Pole Building.

In signing this Application, I/we hereby acknowledge that I/we have been advised concerning the applicable provisions of the Windom Zoning and Subdivision Ordinances, current administrative procedures, and the required filing fee. I/we hereby acknowledge that the information provided in this Application is true and correct to the best of my/our knowledge.

X [Signature] X Connie Voss
[SIGNATURES OF APPLICANT(S)]

Date: 4/20/15

Fee: \$150.00 Paid: Ck. 2555 Date: 4/20/15

Upon receipt of the Application, all required supporting documents, and the filing fee, this APPLICATION IS ACCEPTED FOR FILING on this 20 day of April, 2015.

WINDOM BUILDING & ZONING OFFICIAL: [Signature]

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

**CITY OF WINDOM PLANNING COMMISSION
PUBLIC HEARING NOTICE
CONDITIONAL USE PERMIT
(TOTAL FLOOR AREA & GROUND COVERAGE)**

Pursuant to City of Windom, City Code Sections 152.525-152.530 and 152.545-152.551, notice is hereby given that the Applicants and Owners, WILLIAM VOSS and CONSTANCE VOSS, husband and wife, as TRUSTEES OF THE WILLIAM VOSS AND CONSTANCE VOSS TRUST, of 1305 Third Avenue, Windom, Minnesota, have submitted a zoning application for a conditional use permit concerning property located at 1437 Second Avenue. This property is located in an R-2 District. The Applicants request a conditional use permit to allow construction of a detached garage (following removal of the existing garage) that would have a total floor area that would exceed the maximum floor area for accessory buildings and also exceed the ground coverage of the dwelling as set forth in City Code Section 152.327. The existing structure, setbacks, lot area, and proposed placement of the detached garage are shown on the plot plan which is on file in the Building & Zoning Office in City Hall.

A public hearing to consider this application will be held before the Planning Commission in the City Council Chambers at City Hall, 444 9th Street, Windom, MN 56101 on Tuesday, May 12, 2015, at 7:05 p.m.

Those persons wishing to be heard on this application for consideration of a conditional use permit are requested to be at this meeting. The setbacks and lot coverage are shown on the plot plan and the application which may be reviewed in the Building & Zoning Office at City Hall prior to the Public Hearing.

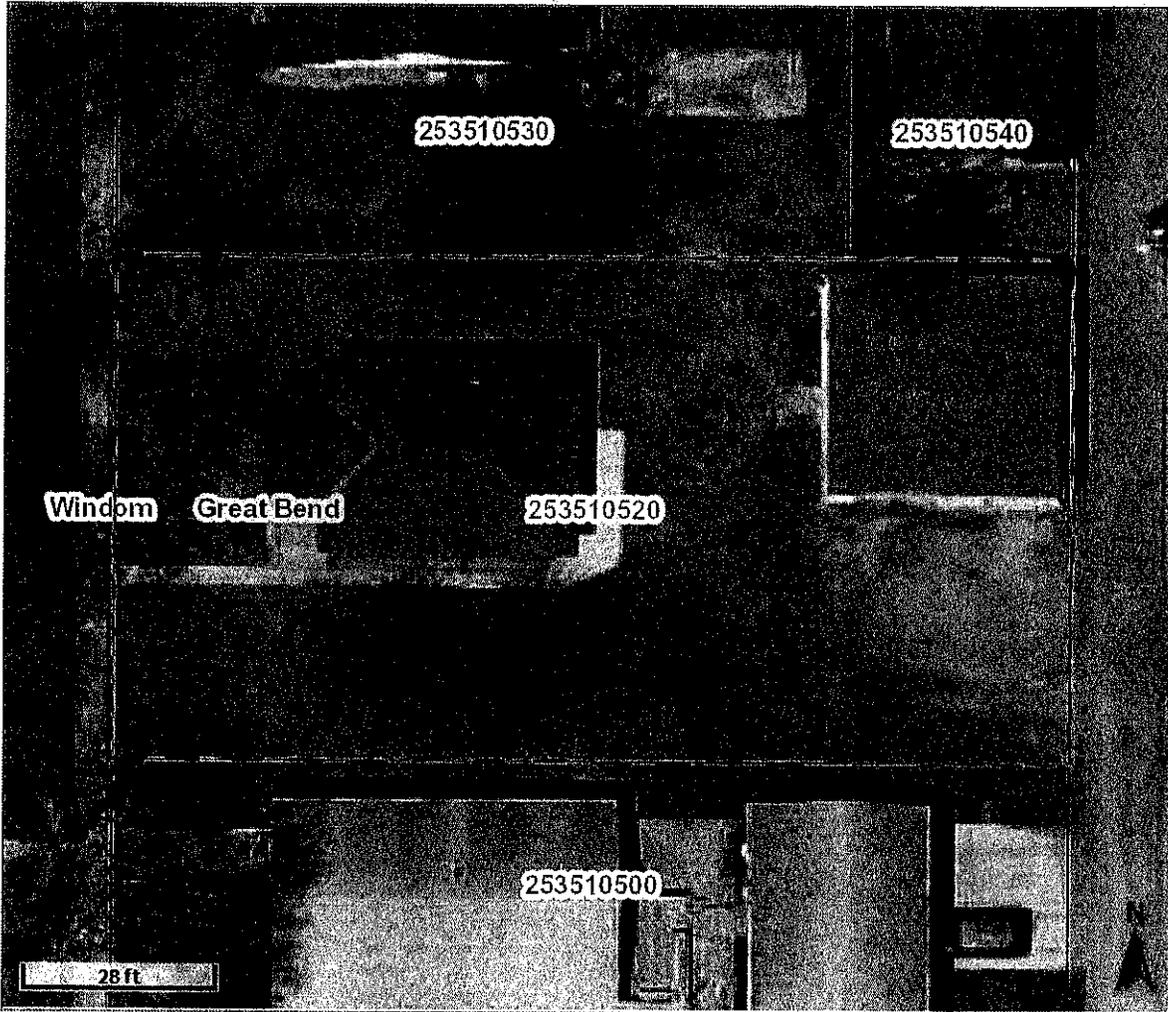
Legally described as follows: Lot 10 and South Half of Lot 11, Block 5, Hutton and Collins' Addition to the City of Windom, Cottonwood County, Minnesota.

Parcel ID #: 25-351-0520

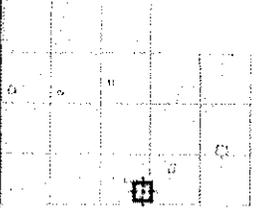
Address of the Property is: 1437 Second Avenue, Windom, MN 56101

By Order of the City of Windom
James Kartes, Zoning Administrator

Published: Cottonwood County Citizen (April 29, 2015)



Overview



Legend

- Corporate Limits
- Political Townships
- Parcels

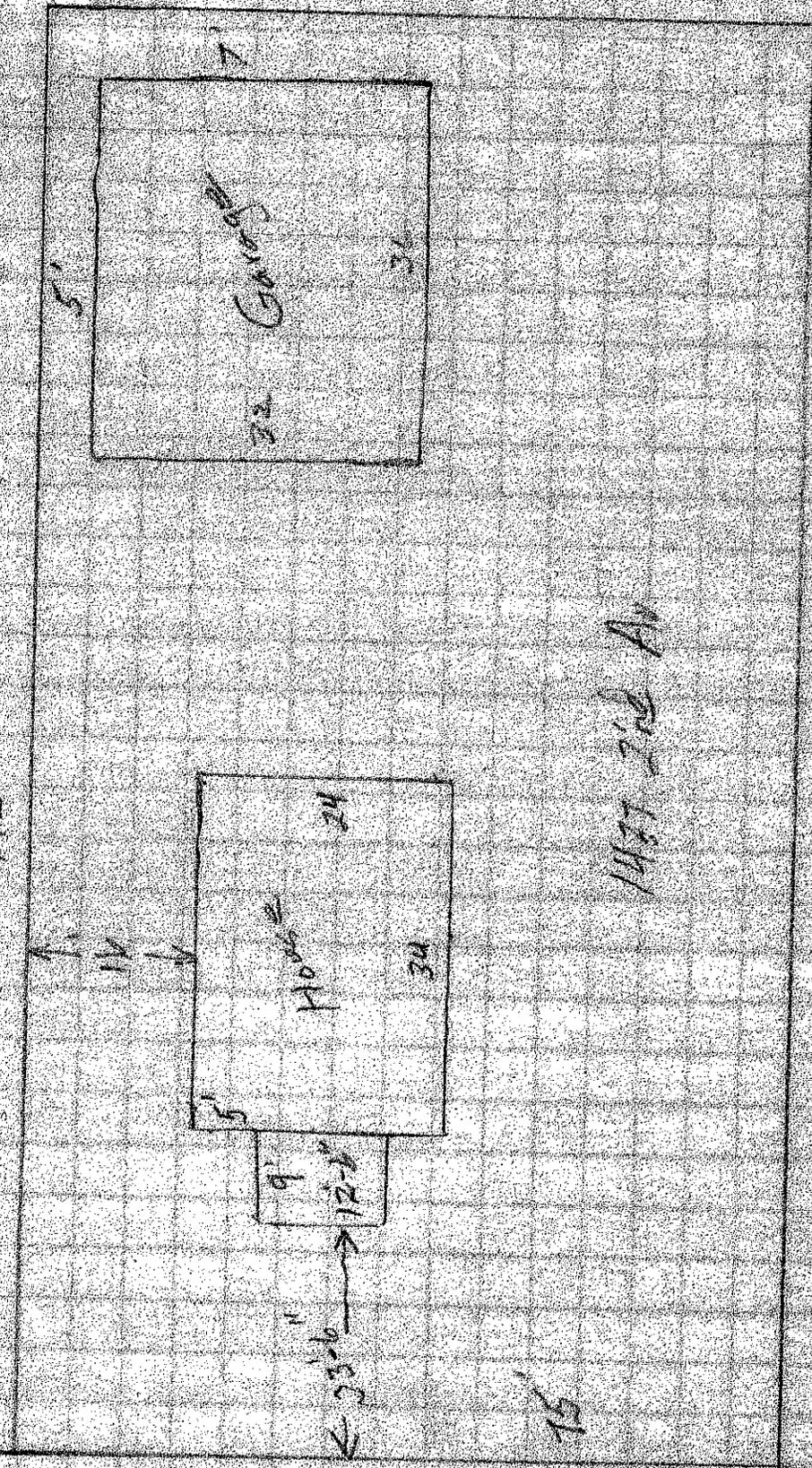
Parcel ID	253510520	Alternate ID	n/a	Owner Address	VOSS/WILLIAM & CONSTANCE/TSTEE
Sec/Twp/Rng	0-0-0	Class	RESIDENTIAL\ SINGLE UNIT		WILLIAM & CONSTANCE TRUST
Property Address	1437 2ND AVE 56101	Acreage	n/a		1305 3RD AVE WINDOM MN 56101
District	n/a				
Brief Tax Description	LOT 10 & S1/2 OF 11 BLK 5 (Note: Not to be used on legal documents)				

Last Data Upload: 4/20/2015 8:35:59 AM

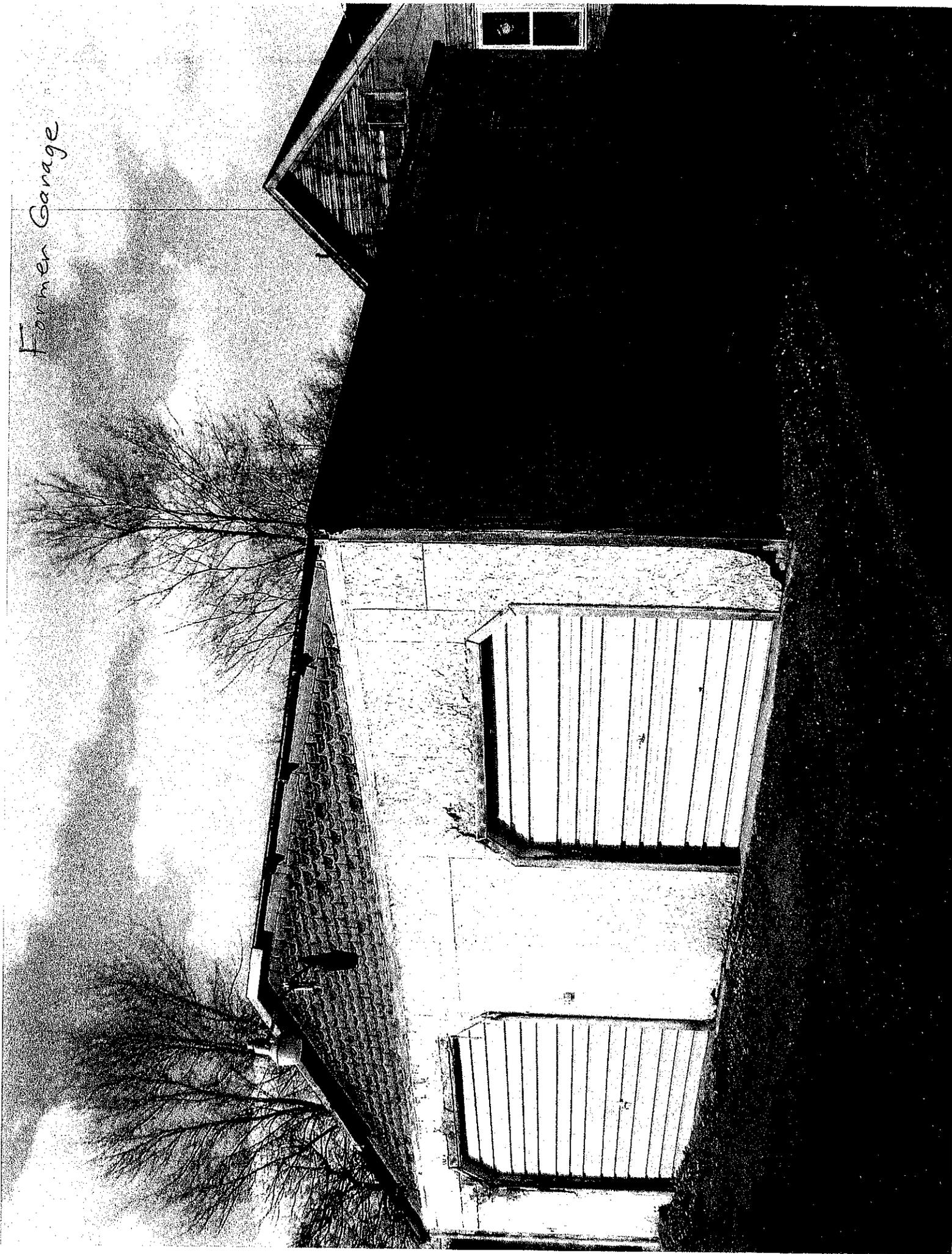


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The Schneider Corporation
www.schneidercorp.com

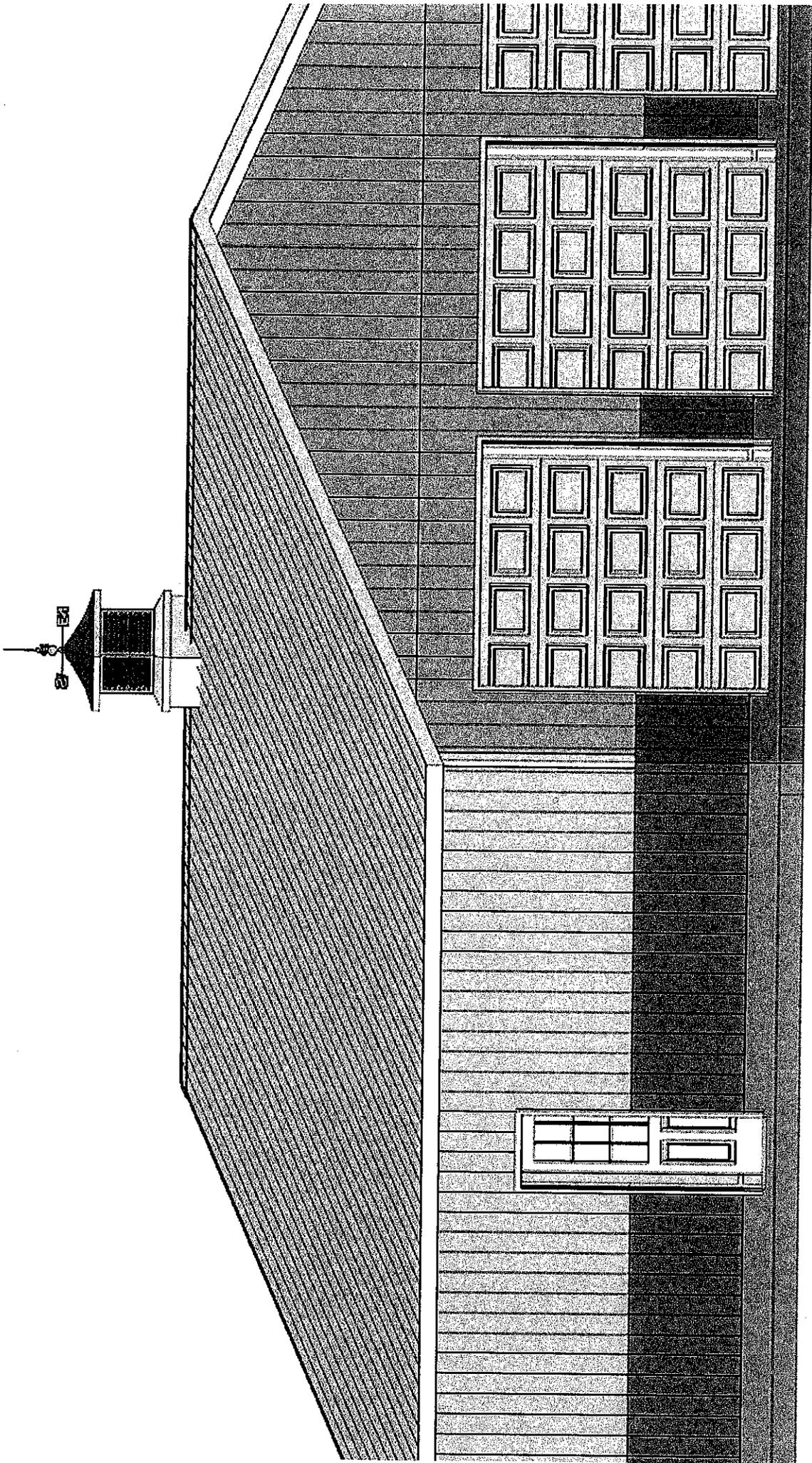
Alley



Former Garage



Proposed New Garage
(or similar)





OFFICE OF
KELLY THONGVIVONG
COTTONWOOD COUNTY
COORDINATOR

900 THIRD AVENUE
WINDOM, MN 56101
PHONE: (507) 831-5669
FAX: (507) 831-1183

May 14, 2015

Dear Windom City Council Members,

Cottonwood County has recently agreed to allow the Farmers Market participants to utilize the west side of the courthouse lawn (closest to the sidewalk by the street on 4th Avenue) in order to display tables to sell produce during the 2015 season. The agreed upon hours of operation will be on Tuesdays from approximately 2:30 p.m. until 6:30 p.m. and Saturdays from approximately 7:00 a.m. until 12:30 p.m.

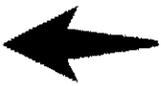
We hope that by allowing the Farmers Market participants to move their event from the Fulda Area Credit Union – Windom Branch parking lot to the downtown area that it might generate more activity around the square which will hopefully have an impact on the many businesses as well.

Sincerely,

A handwritten signature in cursive script that reads "Kelly Thongvivong".

Kelly Thongvivong
Cottonwood County Coordinator

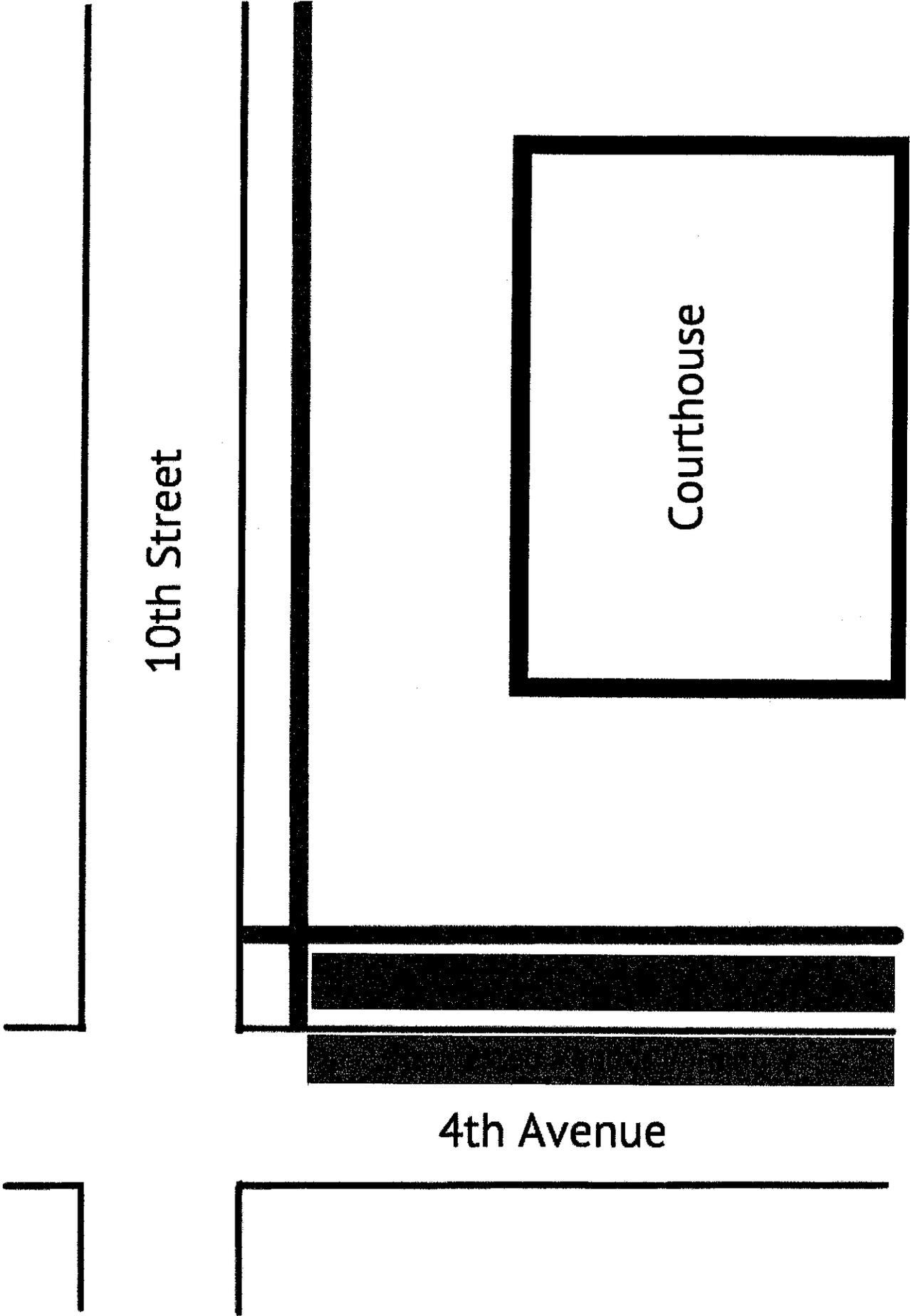
N



10th Street

Courthouse

4th Avenue





Statewide Health Improvement Program
COTTONWOOD • JACKSON • NOBLES



Date: May 14, 2015

To: Windom City Council

On behalf of the Statewide Health Improvement Program (SHIP), I am writing today to express support for the Farmers Market in Windom. Although the market has been in existence, by establishing a new name and location, the market will have more visibility. A change in location will also provide an opportunity to collaborate with area businesses to make the market an event and a destination. SHIP staff is working cooperatively with the market to help organize and promote the new location and to build the strength of the market. In the fight to reduce obesity, SHIP supports building access to healthy food in the community. By creating a strong partnership of vendors for the market, the market will thrive and meet the needs of all residents. A new welcoming location that is easily assessable for pedestrians and bikers will encourage more people to attend. Having a convenient location for vendors to park and sell their products will encourage a greater variety of products to be sold.

I support the new location of the Farmers Market in Windom.

Sincerely,

Diana Madsen
SHIP Coordinator

235 9th Avenue, Windom, MN 56101
(507) 831-1987 • (800) 247-1401

Memo

To: City Council
**Re: Permission to Advertise the Sale of Surplus
Equipment**
Date: 5/15/15
From: Bruce Caldwell Street Superintendent

I would like your permission to advertise for sale our 1987 Case W30 Frontend Loader.

The new replacement loader has arrived and we no longer need this unit.

Following your approval I will design a add stating the facts concerning the W30 Case Loader then advertise it in a few heavy equipment internet sites and on the local for sale groups. We figured a price range on how much this unit could bring. The average prices for similar loaders sell around \$19,500.00 in our region.

If or when we get any reasonable offers I will forward them to you to review and make a decision to accept.

Currently this unit is in a secured storage building.

CONSUMER CONFIDENCE REPORT

PWSID: 1170006

City of Windom 2014 Drinking Water Report

The City of Windom is issuing the results of monitoring done on its drinking water for the period from January 1 to December 31, 2014. The purpose of this report is to advance consumers' understanding of drinking water and heighten awareness of the need to protect precious water resources.

Source of Water

The City of Windom provides drinking water to its residents from a groundwater source: eight wells ranging from 87 to 142 feet deep, that draw water from the Quaternary Buried Artesian, Quaternary Buried Unconfined, and Quaternary Water Table aquifers.

The Minnesota Department of Health has made a determination as to how vulnerable our systems' source(s) of water may be to future contamination incidents. If you wish to obtain the entire source water assessment regarding your drinking water, please call 651-201-4700 or 1-800-818-9318 (and press 5) during normal business hours. Also, you can view it on line at www.health.state.mn.us/divs/eh/water/swp/swa.

Call 507-831-6138 if you have questions about the City of Windom drinking water or would like information about opportunities for public participation in decisions that may affect the quality of the water.

Results of Monitoring

No contaminants were detected at levels that violated federal drinking water standards. However, some contaminants were detected in trace amounts that were below legal limits. The table that follows shows the contaminants that were detected in trace amounts last year. (Some contaminants are sampled less frequently than once a year; as a result, not all contaminants were sampled for in 2014. If any of these contaminants were detected the last time they were sampled for, they are included in the table along with the date that the detection occurred.)

Key to abbreviations:

MCLG—Maximum Contaminant Level Goal: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

MCL—Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

MRDL—Maximum Residual Disinfectant Level.

CONSUMER CONFIDENCE REPORT

PWSID: 1170006

MRDLG—Maximum Residual Disinfectant Level Goal.

AL—Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirement which a water system must follow.

90th Percentile Level—This is the value obtained after disregarding 10 percent of the samples taken that had the highest levels. (For example, in a situation in which 10 samples were taken, the 90th percentile level is determined by disregarding the highest result, which represents 10 percent of the samples.) Note: In situations in which only 5 samples are taken, the average of the two with the highest levels is taken to determine the 90th percentile level.

ppm—Parts per million, which can also be expressed as milligrams per liter (mg/l).

ppb—Parts per billion, which can also be expressed as micrograms per liter (µg/l).

N/A—Not Applicable (does not apply).

Contaminant (units)	MCLG	MCL	Level Found		Typical Source of Contaminant
			Range (2014)	Average/ Result*	
Fluoride (ppm)	4	4	1-1.4	1.3	State of Minnesota requires all municipal water systems to add fluoride to the drinking water to promote strong teeth; Erosion of natural deposits; Discharge from fertilizer and aluminum factories.
Haloacetic Acids (HAA5) (ppb)	0	60	N/A	5.7	By-product of drinking water disinfection.
Nitrate (as Nitrogen) (ppm)	10.4	10.4	N/A	.68	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.
TTHM (Total trihalomethanes) (ppb)	0	80	N/A	5	By-product of drinking water disinfection.

*This is the value used to determine compliance with federal standards. It sometimes is the highest value detected and sometimes is an average of all the detected values. If it is an average, it may contain sampling results from the previous year.

CONSUMER CONFIDENCE REPORT

PWSID: 1170006

Contaminant (units)	MRDLG	MRDL	****	*****	Typical Source of Contaminant
Chlorine (ppm)	4	4	.12-2.2	1.24	Water additive used to control microbes.

****Highest and Lowest Monthly Average.

*****Highest Quarterly Average.

Contaminant (units)	MCLG	AL	90% Level	# sites over AL	Typical Source of Contaminant
Copper (ppm) (06/13/2012)	1.3	1.3	1.21	1 out of 20	Corrosion of household plumbing systems; Erosion of natural deposits.
Lead (ppb) (06/13/2012)	0	15	2	0 out of 20	Corrosion of household plumbing systems; Erosion of natural deposits.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. City of Windom is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

Monitoring may have been done for additional contaminants that do not have MCLs established for them and are not required to be monitored under the Safe Drinking Water Act. Results may be available by calling 651-201-4700 or 1-800-818-9318 during normal business hours.

Compliance with National Primary Drinking Water Regulations

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.

CONSUMER CONFIDENCE REPORT

PWSID: 1170006

Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.

Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.

Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.

Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the U. S. Environmental Protection Agency (EPA) prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline at 1-800-426-4791.



Memo

To: Mayor and City Council Members
From: Emergency Services Building Committee
Date: 5/1/2015
Re: Agenda Item –Emergency Services Building Committee Recommendation

The Emergency Services Building Committee conducted four Architect interviews for the building project. Following the interviews, the Committee reduced the field of candidates to two firms. The Committee agreed that they would like to conduct site visits of Emergency Services buildings designed by the firms before making a final decision.

Arrangements for the site visits were made by each architect firm. Several members of the Committee were able to participate. The Committee members visited the emergency services buildings in Maplewood and Jackson and a transportation building in Glencoe.

Following the site visits, the Committee met on April 28th and discussed the architects' qualifications. Based on the observations made during the site visits and interviews, the Committee agreed to recommend the selection of Brunton Architects and Engineers to complete the Preliminary Plans and Design of the Emergency Services Building.

Requested Action:

- **Approve the Committee's recommendation to hire Brunton Architects and Engineers to complete the Preliminary Plans and Design for the Emergency Services Building.**



AIA[®]

Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twentieth day of May in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Windom
444 9th Street
P.O. Box 38
Windom, Minnesota 56101
Telephone Number: 507-831-6129

and the Architect:
(Name, legal status, address and other information)

Brunton Architects, Ltd., Subchapter S Corporation
225 Belgrade Avenue
North Mankato, MN 56003
Telephone Number: 507-386-7996
Fax Number: 507-386-7992

for the following Project:
(Name, location and detailed description)

Windom Emergency Services Building
Windom, Minnesota
A new Emergency Services Building, approximately 20,000 s.f. in size with a single and double deep apparatus bays and support spaces, including approximately 50 parking spaces, relocation of existing underground utilities and relocation of existing playground equipment.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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(1934968166)

TABLE OF ARTICLES

1 INITIAL INFORMATION
2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT'S BASIC SERVICES
4 ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The project is intended to provide a new emergency services building with single and double deep apparatus bays, support spaces and parking for fifty, approximately 20,000 s.f. in size. Other details to be determined at a later date.

The Architect shall provide Predesign Services, which will include a review of past design work conducted by the city, evaluation of the selected project site, a meeting with city staff and fire/ambulance members, development of programming documents to determine the space needs, and the development of a concept plan that meets the needs expressed in the meeting. A preliminary cost estimate will be prepared to establish construction budget. This information will be presented to the General Public in a format to be determined.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To Be Determined

.2 Substantial Completion date:

To Be Determined

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§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
 - \$2,000,000 Each Occurrence
 - \$2,000,000 Personal Injury
 - \$4,000,000 Aggregate
- .2 Automobile Liability
 - \$1,000,000 Combined Single Limit
 - \$1,000,000 Bodily Injury per person
 - \$1,000,000 Bodily Injury per accident
 - \$1,000,000 Property Damage
- .3 Workers' Compensation
 - \$100,000 Each accident
 - \$100,000 Disease - Each Employee
 - \$500,000 Disease Limit
- .4 Professional Liability
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

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§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On

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the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept

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expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	Included in Predesign Services
§ 4.1.2 Multiple preliminary designs	Architect	Included in Predesign Services
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	Included in Predesign Services
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	
§ 4.1.7 Civil engineering	Architect	Included in Basic Services
§ 4.1.8 Landscape design	Architect	Included in Basic Services
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	Included in Basic Services
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Architect	Included in Basic Services
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Architect	Included in Basic Services
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Owner	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Owner	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Eight (8) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

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§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

Init.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

The Architect shall be compensated with a fee of \$7,950 for predesign services.

For design and construction services, the Architect shall be compensated with a fee totaling 6.6% of the total construction cost of the designed project plus all change orders resulting in an additional cost. The calculated fee will not be based upon items such as FF&E or other items that are the owner's responsibility.

Construction Administration services shall be provided on an hourly basis during construction and will be billed at the Architect's hourly rates as attached.

Reimbursable expenses are estimated to be \$2,500 or less.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

The Architect shall be compensated for additional services on an hourly basis or with a negotiated fee as requested in writing by the Owner

Init.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

The Architect shall be compensated for additional services on an hourly basis or with a negotiated fee as requested in writing by the Owner.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-five	percent (	25	%)
Design Development Phase	Twenty-five	percent (	25	%)
Construction Documents Phase	Forty-five	percent (	45	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Zero	percent (	0	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Brunton Architects & Engineers 2015 Hourly Rates

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Ten Thousand Dollars and Zero Cents (\$ 10,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Init.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Steven Nasby, City Administrator

(Printed name and title)

(Signature)

Corey Brunton, President / CEO

(Printed name and title)

(Signature)

Corey Maricle, Mayor

(Printed name and title)

Init.

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User Notes:

(1934968166)

Additions and Deletions Report for **AIA® Document B101™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:09:45 on 05/12/2015.

PAGE 1

AGREEMENT made as of the Twentieth day of May in the year Two Thousand Fifteen

...

City of Windom
444 9th Street
P.O. Box 38
Windom, Minnesota 56101
Telephone Number: 507-831-6129

...

Brunton Architects, Ltd., Subchapter S Corporation
225 Belgrade Avenue
North Mankato, MN 56003
Telephone Number: 507-386-7996
Fax Number: 507-386-7992

...

Windom Emergency Services Building
Windom, Minnesota
A new Emergency Services Building, approximately 20,000 s.f. in size with a single and double deep apparatus bays and support spaces, including approximately 50 parking spaces, relocation of existing underground utilities and relocation of existing playground equipment.

PAGE 2

The project is intended to provide a new emergency services building with single and double deep apparatus bays, support spaces and parking for fifty, approximately 20,000 s.f. in size. Other details to be determined at a later date.

The Architect shall provide Predesign Services, which will include a review of past design work conducted by the city, evaluation of the selected project site, a meeting with city staff and fire/ambulance members, development of programming documents to determine the space needs, and the development of a concept plan that meets the needs expressed in the meeting. A preliminary cost estimate will be prepared to establish construction budget. This information will be presented to the General Public in a format to be determined.

...

To Be Determined

...

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User Notes:

(1934968166)

To Be Determined

PAGE 3

\$2,000,000 Each Occurrence
\$2,000,000 Personal Injury
\$4,000,000 Aggregate

\$1,000,000 Combined Single Limit
\$1,000,000 Bodily Injury per person
\$1,000,000 Bodily Injury per accident
\$1,000,000 Property Damage

\$100,000 Each accident
\$100,000 Disease - Each Employee
\$500,000 Disease Limit

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

PAGE 9

§ 4.1.1	Programming (B202™-2009)	Architect	Included in Predesign Services
§ 4.1.2	Multiple preliminary designs	Architect	Included in Predesign Services
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Architect	Included in Predesign Services
§ 4.1.6	Building Information Modeling (E202™-2008)	Not Provided	
§ 4.1.7	Civil engineering	Architect	Included in Basic Services
§ 4.1.8	Landscape design	Architect	Included in Basic Services
§ 4.1.9	Architectural Interior Design (B252™-2007)	Architect	Included in Basic Services
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	Included in Basic Services
§ 4.1.12	On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Architect	Included in Basic Services
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Owner	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Owner	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design	Owner	

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User Notes:

(1934968166)

PAGE 10

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Eight (8) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 14

Litigation in a court of competent jurisdiction

PAGE 16

The Architect shall be compensated with a fee of \$7,950 for predesign services.

For design and construction services, the Architect shall be compensated with a fee totaling 6.6% of the total construction cost of the designed project plus all change orders resulting in an additional cost. The calculated fee will not be based upon items such as FF&E or other items that are the owner's responsibility.

Construction Administration services shall be provided on an hourly basis during construction and will be billed at the Architect's hourly rates as attached.

Reimbursable expenses are estimated to be \$2,500 or less.

...

The Architect shall be compensated for additional services on an hourly basis or with a negotiated fee as requested in writing by the Owner

PAGE 17

The Architect shall be compensated for additional services on an hourly basis or with a negotiated fee as requested in writing by the Owner.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as otherwise stated below:

...

Schematic Design Phase	<u>Twenty-five</u>	percent (	<u>25</u>	%)
Design Development Phase	<u>Twenty-five</u>	percent (	<u>25</u>	%)
Construction Documents Phase	<u>Forty-five</u>	percent (	<u>45</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Zero</u>	percent (<u>0</u>	%)

...

Brunton Architects & Engineers 2015 Hourly Rates

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PAGE 18

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

...

N/A

...

§ 11.10.1 An initial payment of Ten Thousand Dollars and Zero Cents (\$ 10,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.50 % monthly

PAGE 19

Steven Nasby, City Administrator

Corey Brunton, President / CEO

...

(Signature)

Corey Maricle, Mayor

(Printed name and title)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Timothy A. Auringer, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:09:45 on 05/12/2015 under Order No. 3719386232_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Exhibit A



2015 Brunton Architects & Engineers Hourly Rates

Senior Architect/Principal	\$ 240.00
Project Architect 2	\$ 138.00
Project Architect 1	\$ 126.00
Mechanical Engineer	\$ 156.00
Project Manager	\$ 126.00
Architectural Draftsperson 2	\$ 108.00
Architectural Draftsperson 1	\$ 96.00
Interior Designer	\$ 95.00
Clerical	\$ 60.00
Mileage Charge	\$ 0.56

Rates are valid for the 2015 calendar year and are customarily adjusted on an annual basis as dictated by market conditions.

MEMORANDUM



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

TO: City Council

FROM: Joe Audette, Liquor Store Manager

DATE: May 6, 2015

RE: Hire Recommendations - Part Time Clerks for the Liquor Store

After reviewing applications and interviewing candidates I recommend the hiring of both:

Karly M. Branch

Paula J. Larson

At \$9.50 per hour according to the adopted part-time, seasonal and non-union wage scale.

Please contact me at 831-6132 if you have any questions.

MEMORANDUM



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

TO: City Council
FROM: Steve Nasby, City Administrator
DATE: May 14, 2015
RE: Liquor Ordinance – State Law Change and Other Revisions

Intoxicating Liquor Sale Times

Recently the State Legislature passed a law amending the hours of sales of intoxicating beverages on Sundays to 8:00 a.m. (Minnesota Statutes 304A.504). Windom's code (Section 118) requires all types of licensees to prohibit sales before 12 noon.

A request has been made by an on-sale liquor licensee to amend Windom's code to allow for sales of intoxicating liquor prior to 12 noon. The request is being made to allow for the earlier sales to accommodate the customers patronizing the establishments for sporting events such as college and NFL football games that typically begin at 11:00 a.m. or noon.

If the Council is interested in allowing sales prior to 12 noon there are several options:

- Windom Code Section 118 change to match the new state law setting start of sales at 8:00 a.m.
- Set another start of sales time between 8:00 a.m. and 12 noon (for all or some days of the week).
- Establish different starting sales times depending on the type of licensee (liquor, beer & wine, etc.)

Number of Private On-Sale Licenses

Over the last few years the City's ability to authorize new liquor licenses has been brought up. Currently the City has the ability to issue four private on-sale liquor licenses, exclusive of clubs and veterans' organizations (Windom Code 118.023). In 2015 the liquor licensees include the Phat Pheasant\Jack Slades; Margaritas Ville, Windom Country Club and Sun bowl. The City's Community Center also has a license; however, that is a public license and falls under an exemption in State statute. The Windom Country Club and Sun bowl are seasonal, but full licenses are required under State statute. Should new businesses be interested in locating in Windom there could be an issue with availability of liquor licenses. The State Statute limits cities our size (4th Class cities) to seven private liquor licenses and also grants various exemptions.

If the City Council is interested in allowing the issuance of private, on-sale liquor licenses the options would include:

- Amend the Windom Code to allow five to seven licenses, with or without our current exemptions.
- Adopt State statute allowing for up to seven licenses with or without their list of exemptions.
- Amend Windom Code to allow for five to seven licenses and adopt the State's list of exemptions.

Temporary Liquor Licenses – 30 Day Rule

Windom Code (Section 118.046) governs the City's authorization over temporary on-sale liquor licenses that may be used by clubs, charities, religious or other non-profits. Paragraph C.7 restricts these temporary liquor licenses to no more than one issued to any one organization for any one location within a 30-day period. This could be an issue with temporary liquor licensees doing events such as wedding dances or holiday parties.

If the City Council is interested in changing this 30-day restriction options would include:

- Amending the Windom Code to allow temporary licenses at any one location for any length of time shorter than 30 days.

Council Action

As any of these items would require an ordinance revision the action at this time is to provide staff direction on whether or not to pursue ordinance revisions on none, all or some of these items. If revisions are drafted for the Council's consideration it the result would appear on the Council's June 2, 2015 and June 16, 2015 meeting agendas as the 1st and 2nd Readings respectively and become effective upon publication on June 24, 2015

If you have any questions, need additional information or want to discuss the items please contact me at 831-6129 or via email at snasby@windom-mn.com

Focus on New Laws: Omnibus Liquor Act

The law includes Sunday growler sales, microdistillery off-sale licensing, and 8 a.m. time change for serving alcohol on Sundays.

(Published May 11, 2015)

The 2015 omnibus liquor bill was signed into law as Chapter 9 (Link to: <https://www.revisor.mn.gov/laws/?year=2015&type=0&doctype=Chapter&id=9>) on May 1, 2015. Below is a summary of the provisions that may be of interest to cities.

Microdistillery off-sale license

The law adds new language to Minnesota Statutes, section 340A.22 (Link to: <https://www.revisor.mn.gov/statutes/?id=340A.22>) to allow microdistilleries to be issued an off-sale license by a local licensing authority. A microdistillery licensed by the state may approach the city for an off-sale license for sale of distilled spirits produced on-site.

The city does not have to issue a license, of course. But if the city wants to allow off-sale by the microdistilleries, it should make sure its liquor ordinance accommodates this. The hours for off-sale at the microdistillery must be the same as the hours for the rest of the off-sale liquor establishments in the city.

According to the state, state approval of this license is not necessary, but the state should be notified as with most on-sale licenses. Once the city's licensing ordinance allowing for this is published, the license is effective.

The microdistillery must only sell one 375 milliliter bottle to one person per day, and no brand may be sold at the microdistillery unless it is also available for distribution by wholesalers.

Off-sale growlers on Sunday

The law amends Minnesota Statutes, section 340A.301, subdivisions 6d and 7 (Link to: <https://www.revisor.mn.gov/statutes/?id=340A.301#stat.340A.301.6d>) to allow a brewer to sell growlers on Sundays. The city may be approached by a state-licensed brewer that is interested in Sunday off-sale of growlers of malt liquor produced and packaged by the brewer. To do so, the brewer will need an off-sale license and general approval of Sunday growler sales from the city council.

If a brewer already has an off-sale license (to sell growlers), the city must simply approve Sunday growler sales in general, as well as the hours off-sale can occur. Upon publication of an ordinance doing this, the licensed brewer may sell growlers on Sunday.

If the brewer doesn't have an off-sale license, and the city wishes to grant such a license, first the city needs to make sure the city ordinance allows for such a license. The city must still approve Sunday sales and the hours for which Sunday sales of growlers are permitted. Once such an ordinance is published, and the new license is approved by the state, Sunday growler sales are legal.

If the city doesn't wish to allow Sunday sales of growlers, it need not issue this license.

'Bloody Mary' law

In cities where Sunday on-sale has been authorized by voters, a restaurant, club, bowling center or hotel (with a seating capacity of at least 30 persons) that holds an on-sale intoxicating liquor license and a Sunday license may now serve intoxicating liquor with food on Sundays as early as 8 a.m., due to the law's changes to Minnesota Statutes, section 340A.504, subdivision 3 (Link to: <https://www.revisor.mn.gov/statutes/?id=340A.504#stat.340A.504.3>).

Previously, no alcohol could be served by an establishment prior to 10 a.m. on Sunday. How a city must proceed depends on whether it wishes to allow the earlier start time and whether it has set specific hours of Sunday on-sale service by ordinance.

If a city has explicitly stated hours of Sunday on-sale liquor service in ordinance and wishes to allow Sunday sales as early as 8 a.m., it will have to change the ordinance. If the city doesn't wish to change the specific hours set in ordinance, the city need not change them, and businesses must continue to follow the ordinance.

If the city has not set hours of Sunday on-sale in ordinance or simply defers to state law on the matter, it need not change its ordinance now unless it wants to set a start time other than 8 a.m.

Powdered alcohol policy study

Chapter 9 prohibits the manufacture, import, distribution, or sale of powdered alcohol until June 1, 2016. It also requires that the director of the Division of Alcohol and Gambling Enforcement must prepare testimony for the Commerce and Regulatory

Focus on New Laws: Omnibus Liquor Act

Reform Committee, and any other relevant committee, about whether current laws could be adequately enforced with regard to the manufacture, import, distribution, and sale of powdered alcohol. The director may make recommendations for legislation addressing any stated concerns. The testimony required under this paragraph is due by Dec. 7, 2015.

The section also requires the commissioner of Health to prepare testimony for the Health and Human Services Reform Committee about the public health impact of powdered alcohol. The commissioner must address whether there is a potential for greater abuse of and addiction to powdered alcohol relative to malt liquor, wine, and distilled spirits. The commissioner may take recommendations for legislation addressing any stated concerns. The testimony required under this paragraph is due by Dec. 7, 2015.

The above provisions are effective May 2, 2015.

Instructional permit used as proof of age

The law amends Minnesota Statutes, section 340A.503, subdivision 6 ([Link to: https://www.revisor.mn.gov/statutes/?id=340A.503#stat.340A.503.6](https://www.revisor.mn.gov/statutes/?id=340A.503#stat.340A.503.6)) to allow an instructional permit to be used as proof of age for purchasing alcohol. *Effective July 1, 2015.*

Microdistillery temporary license

Minnesota Statutes, section 340A.404, subdivision 10 ([Link to: https://www.revisor.mn.gov/statutes/?id=340A.404#stat.340A.404.10](https://www.revisor.mn.gov/statutes/?id=340A.404#stat.340A.404.10)) is amended to allow a microdistillery to be issued a temporary license for on-sale of intoxicating liquor in connection with a social event sponsored by the microdistillery. Previously, a small brewer could obtain a temporary license for the on-sale of intoxicating liquor in connection with a social event within the city and sponsored by the brewer. Now microdistilleries can also get a temporary license for such an event.

This license is subject to the same requirements (e.g., state approval, insurance) as other temporary on-sale intoxicating liquor licenses, but a city's ordinance may need to be changed to allow it to be issued to a microdistillery.

Brewpub sales at the state fair

Brewpubs are authorized to sell malt liquor exclusively to a single licensee for sales at a single location at the State Fair. Sales may be made directly by the brewpub to the retail licensee or through licensed wholesalers.

The above two provisions are effective Aug. 1, 2015.

Special licenses

The cities of Becker (golf course), Duluth (Lester Park Golf Course), Inver Grove Heights (Inver Wood Golf Course), St. Cloud (Municipal Athletic Complex), Minneapolis (Norway House), and Brooklyn Park (wedding event center) are granted the authority to issue on-sale intoxicating licenses to specific facilities with the cities. *Effective upon approval by each individual city council and in compliance with Minnesota Statutes, section 645.021* ([Link to: https://www.revisor.mn.gov/statutes/?id=645.021](https://www.revisor.mn.gov/statutes/?id=645.021)).

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

* By posting you are agreeing to the LMC Comment Policy ([Link to: http://www.lmc.org/page/1/comment-policy.jsp](http://www.lmc.org/page/1/comment-policy.jsp)).

§ 118.020 POSTING.

All licensees shall conspicuously post their licenses in their places of business.
(Prior Code, § 5.02)

§ 118.021 RESIDENT MANAGER OR AGENT.

(A) Before a license is issued under this chapter to an individual who is a non-resident of the city, to more than one individual whether or not they are residents of the city, or to a corporation, partnership or association, the applicant or applicants shall appoint in writing a natural person who is a resident of the city as its manager or agent. The resident manager or agent shall, by the terms of his or her written consent:

- (1) Take full responsibility for the conduct of the licensed premises; and
- (2) Serve as agent for service of notices and other process relating to the license.

(B) The manager or agent must be a person who, by reason of age, character, reputation and other attributes, could qualify individually as a licensee. If a manager or agent ceases to be a resident of the city or ceases to act in that capacity for the licensee without appointment of a successor, the license issued pursuant to the appointment shall be subject to revocation or suspension.

(Prior Code, § 5.02) (Ord. 41, 2nd Series, eff. 4-10-1986)

§ 118.022 PERSONS DISQUALIFIED.

(A) No license under this chapter may be issued, or renewed, to:

(1) A person who within five years of the license application has been convicted of any felony or a willful violation of a federal or state law, or local ordinance governing the manufacture, sale, distribution or possession for sale or distribution, of alcoholic beverages;

(2) A person who has had an alcoholic beverage license revoked within five years of the license application, or to any person who at the time of the violation owns any interest, whether as a holder of more than 5% of the capital stock of a corporate licensee, as a partner or otherwise, in the premises or in the business conducted thereon, or to a corporation, partnership, association, enterprise, business or firm in which any person is in any manner interested;

- (3) A person under the age of 21 years;
- (4) A person not of good moral character and repute; or
- (5) A person not a citizen of the United States or a resident alien.

(B) No person holding a license from the Department as a manufacturer, brewer (except as provided by statute), wholesaler or importer, may have a direct or indirect interest, in whole or in part, in a business holding an alcoholic beverage license from the city.

(Prior Code, § 5.02) (Ord. 105, 2nd Series, eff. 7-29-1998)

§ 118.023 NUMBER OF LICENSES.

→ The number of private on-sale liquor licenses shall be limited to four, exclusive of clubs and veterans' organizations.

(Prior Code, § 5.03)

§ 118.024 DELINQUENT TAXES AND CHARGES.

No license under this chapter shall be granted for operation on any premises upon which taxes, assessments or installments thereof, or other financial claims of the city, are owed and are delinquent and unpaid.

(Prior Code, § 5.04)

§ 118.025 CONDITIONAL LICENSES.

Notwithstanding any provision of law to the contrary, the Council may, upon a finding of the necessity therefor, place the special conditions and restrictions, in addition to those stated in this chapter, upon any license as it, in its discretion, may deem reasonable and justified.

(Prior Code, § 5.05)

§ 118.026 PREMISES LICENSED.

Unless expressly stated therein, a license issued under the provisions of this chapter shall be valid only in the compact and contiguous building or structure situated on the premises described in the license, and all transactions relating to a sale under the license must take place within the building or structure.

(Prior Code, § 5.06)

§ 118.027 FEES; REFUNDMENT.

(A) No pro-rata share of an annual license fee for a license to sell liquor or beer, either on-sale or off-sale, shall be refunded to the licensee, or to his or her estate, if:

- (1) The business ceases to operate because of destruction or damage;

(2) The licensee dies;

(3) The business ceases to be lawful for a reason other than a license revocation or suspension;

or

(4) The licensee ceases to carry on the licensed business under the license.

(Prior Code, § 5.11)

(B) Except as otherwise specifically provided, all fees for licenses provided for in this chapter, including, but not by way of limitation, license fees, investigation and administration fees, shall be fixed and determined by the Council, adopted by resolution, and uniformly enforced. The fees may, from time to time, be amended by the Council by resolution; provided, however, that, before any liquor license fee shall be increased, a 30-day notice shall be mailed to all affected licensees and a hearing held thereon. A copy of the resolution shall be kept on file in the office of the City Administrator and open to inspection during regular business hours. For the purpose of fixing the fees, the Council may categorize and classify; provided that, the categorization and classification shall be included in the resolution authorized by this section.

(Prior Code, § 5.17) (Ord. 41, 2nd Series, eff. 4-10-1986; Ord. 90, 2nd Series, eff. 5-11-1995)

LICENSES REQUIRED

§ 118.040 BEER LICENSE REQUIRED.

It is unlawful for any person, directly or indirectly, on any pretense or by any device, to sell, barter, keep for sale or otherwise dispose of beer, as part of a commercial transaction, without a license therefor from the city. This section shall not apply to sales by manufacturers to wholesalers or to sales by wholesalers to persons holding beer licenses from the city. Annual on-sale beer licenses may be issued only to restaurants, hotels, clubs and bowling centers. Any person licensed to sell liquor at on-sale shall not be required to obtain an on-sale license and may sell beer on-sale without an additional license.

(Prior Code, § 5.30) (Ord. 68, 2nd Series, eff. 7-25-1991) Penalty, see § 118.999

§ 118.041 HOURS AND DAYS OF BEER SALES.

No sale of beer shall be made between the hours of 1:00 a.m. and 8:00 a.m. on any weekday, Monday through Saturday, inclusive; neither shall any beer sale be made on any Sunday between the hours of 1:00 a.m. and 12:00 noon.

(Prior Code, § 5.32) (Ord. 41, 2nd Series, eff. 4-10-1986) Penalty, see § 118.999

§ 118.042 TEMPORARY BEER LICENSE.

~~(A) *Applicant.* A club or charitable, religious or non-profit organization shall qualify for a temporary on-sale beer license.~~

(B) *Conditions.*

(1) An application for a temporary license shall state the exact dates and place of proposed temporary sale.

(2) The Council may, but at no time shall it be under any obligation whatsoever to, grant a temporary beer license on premises owned or controlled by the city. Any license may be conditioned, qualified or restricted as the Council sees fit. If the premises to be licensed are owned or under the control of the city, the applicant shall file with the city, prior to issuance of the license, a certificate that there is in effect an insurance policy or pool providing minimum coverages of:

(a) Fifty thousand dollars because of bodily injury to any one person, in the amount of \$100,000 because of bodily injury to two or more persons in any one occurrence and in the amount of \$10,000 because of injury to or destruction of property of others in any one occurrence; and

(b) Fifty thousand dollars for loss of means of support of any one person in any one occurrence and, subject to the limit for one person, \$100,000 for loss of means of support of two or more persons in any one occurrence.

(3) The applicant shall comply with all other restrictions, limitations and regulations for the sale of beer under the city code and statutes.

(Prior Code, § 5.33) (Ord. 45, 2nd Series, eff. 5-14-1987; Ord. 105, 2nd Series, eff. 7-29-1998)

§ 118.043 SUNDAY ON-SALE INTOXICATING LIQUOR LICENSE.

(A) *Application.* A restaurant, club, bowling center or hotel with a seating capacity for at least 30 persons and which holds an on-sale intoxicating liquor license shall qualify for a Sunday on-sale intoxicating liquor license. The establishments, prior to serving intoxicating liquor on Sunday, must obtain a Sunday on-sale intoxicating liquor license by filing application with the city. The license shall be issued by the city for a period of one year or the yearly anniversary of that establishment's annual liquor license, whichever is earliest, and the fee for the license will be established pursuant to § 118.027(B), but may not exceed an amount as allowed by state law.

(B) *Conditions.* A restaurant, club, bowling center or hotel with a seating capacity for at least 30 persons and which holds an on-sale intoxicating liquor license may sell intoxicating liquor for consumption on its premises in conjunction with the sale of food between the hours of 12:00 noon on

Sunday and 1:00 a.m. on Monday; provided that, the licensee is in conformance with the State Clean Indoor Act being M.S. §§ 144.411 et seq.

(Prior Code, § 5.34) (Ord. 110, 2nd Series, eff. 12-15-1998)

§ 118.044 LIQUOR LICENSE REQUIRED.

(A) It is unlawful for any person, directly or indirectly, on any pretense or by any device, to sell, barter, keep for sale or otherwise dispose of liquor, as part of a commercial transaction, without a license therefor from the city. This section shall not apply:

- (1) To potable liquors as are intended for therapeutic purposes and not as a beverage;
- (2) To industrial alcohol and its compounds not prepared or used for beverage purposes;
- (3) To wine in the possession of a person duly licensed under this chapter as an on-sale wine licensee;
- (4) To sales by manufacturers to wholesalers duly licensed as such by the Department;
- (5) To sales by wholesalers to persons holding liquor licenses from the city; or
- (6) To the municipal liquor store.

(B) The voters of the city having authorized the issuance at a special election called for that purpose, the city may issue on-sale liquor licenses to:

- (1) Hotels;
- (2) Restaurants;
- (3) Bowling centers; and
- (4) Clubs or congressionally chartered veterans' organizations; provided that, the organization has been in existence for at least three years and liquor sales will be made only to members and bona fide guests.

(Prior Code, § 5.50) (Ord. 68, 2nd Series, eff. 7-25-1991) Penalty, see § 118.999

§ 118.045 HOURS AND DAYS OF LIQUOR SALES.

No on-sale of liquor shall be made between the hours of 1:00 a.m. and 8:00 a.m. on the days of Tuesday through Saturday, nor between 1:00 a.m. on Sunday and 8:00 a.m. on Monday, nor between

the hours of 8:00 p.m. on December 24 and 8:00 a.m. on December 25. Notwithstanding the preceding, a restaurant, club, bowling center or hotel with a valid Sunday on-sale intoxicating liquor license may sell intoxicating liquor for consumption on the premises in conjunction with the sale of food between the hours of 12:00 noon on Sunday and 1:00 a.m. on Monday; provided that, the licensee is in conformance with the State Clean Air Act.

(Prior Code, § 5.52) (Ord. 110, 2nd Series, eff. 12-15-1998) Penalty, see § 118.999

§ 118.046 TEMPORARY LIQUOR LICENSE.

(A) *License authorized.* Notwithstanding any provision of the city code to the contrary, the Council may issue a license for the temporary on-sale of liquor in connection with a social event sponsored by the licensee. The license may provide that the licensee may contract with the holder of a full-year on-sale license, issued by the city, for liquor catering services.

(B) *Applicant.* The applicant for a license under this section must be a club or charitable, religious or other non-profit organization in existence for at least three years.

(C) *Terms and conditions of license.*

(1) No license is valid until approved by the Department.

(2) No license shall be issued for more than four consecutive days.

(3) No license shall issue until the city is furnished with written proof that the licensee has dram shop coverage in the amount provided for in this chapter, and that the coverage is in force on the premises where liquor is to be served.

(4) All licenses and licensees are subject to all provisions of statutes and the city code relating to liquor sale and licensing. The licensee shall provide proof of financial responsibility coverage and, in the case of catering by a full-year on-sale licensee, the caterer shall provide proof of the extension of the coverage to the licensed premises.

(5) Licenses may authorize sales on premises other than those owned or permanently occupied by the licensee.

(6) No more than three four-day, four three-day or six two-day licenses in any combination not to exceed 12 days per year may be issued to any one organization or registered political committee, or for any one location within a 12-month period.

(7) No more than one temporary license may be issued to any one organization or registered political committee or for any one location within any 30-day period.

(D) *Insurance required.* The Council may, but at no time shall it be under any obligation whatsoever to, grant a temporary liquor license on premises owned or controlled by the city. Any license may be conditioned, qualified or restricted as the Council sees fit. If the premises to be licensed are owned or under the control of the city, the applicant shall file with the city, prior to issuance of the license, a certificate that there is in effect an insurance policy or pool providing minimum coverages of:

(1) Fifty thousand dollars because of bodily injury to any one person, in the amount of \$100,000 because of bodily injury to two or more persons in any one occurrence, and in the amount of \$10,000 because of injury to or destruction of property of others in any one occurrence; and

(2) Fifty thousand dollars for loss of means of support of any one person in any one occurrence and, subject to the limit for one person, \$100,000 for loss of means of support of two or more persons in any one occurrence.

(Prior Code, § 5.53) (Ord. 45, 2nd Series, eff. 5-14-1987; Ord. 46, 2nd Series, eff. 6-25-1987; Ord. 105, 2nd Series, eff. 7-29-1998)

§ 118.047 SPORTS, CONVENTION OR CULTURAL FACILITIES LICENSE.

The Council may authorize any holder of an on-sale liquor license issued by the city to sell liquor at any convention, banquet, conference, meeting or social affair conducted on the premises of a sports, convention or cultural facility owned by the city. The licensee must be engaged to sell liquor at an event by the person or organization permitted to use the premises, and may sell liquor only to persons attending the event. The licensee shall not sell liquor to any person attending or participating in any amateur athletic event. The sales may be limited to designated areas of the facility. All sales shall be subject to all laws relating thereto. The licensee shall provide proof of the extension of financial responsibility coverage to the premises on which the sales are to be made.

(Prior Code, § 5.54) (Ord. 45, 2nd Series, eff. 5-14-1987)

§ 118.048 ON-SALE WINE LICENSE REQUIRED.

(A) (1) It is unlawful for any person, directly or indirectly, on any pretense or by any device, to sell, barter, keep for sale or otherwise dispose of wine on-sale, as part of a commercial transaction, without a license therefor from the city.

(2) This section shall not apply:

- (a) To sales by manufacturers to wholesalers duly licensed as such by the Department;
- (b) To sales by wholesalers to persons holding on-sale or off-sale liquor licenses from the city;
- (c) To sales by wholesalers to persons holding on-sale wine licenses from the city; or

(d) To sales by on-sale liquor licensees on days and during hours when on-sale liquor sales are permitted.

(B) A holder of an on-sale wine license issued pursuant to division (A) above who is also licensed to sell 3.2% malt liquors at on-sale, and whose verified gross receipts are at least 60% attributable to the sale of food, is authorized to sell intoxicating malt liquors at on-sale without an additional license. (Prior Code, § 5.60) (Ord. 90, 2nd Series, eff. 5-11-1995; Ord. 136, 2nd Series, passed 11-1-2011) Penalty, see § 118.999

§ 118.049 HOURS AND DAYS OF SALES BY ON-SALE WINE LICENSEES.

→ No on-sale of wine shall be made between 1:00 a.m. and 12:00 noon on Sunday, nor between 1:00 a.m. and 8:00 a.m. Monday through Saturday, nor between the hours of 8:00 p.m. on December 24 and 8:00 a.m. on December 25.

(Prior Code, § 5.62) (Ord. 105, 2nd Series, eff. 7-29-1998) Penalty, see § 118.999

LIQUOR AND ON-SALE WINE LICENSE RESTRICTIONS AND REGULATIONS

§ 118.060 LICENSES IN CONNECTION WITH PREMISES OF ANOTHER.

(A) A license may not be issued to a person in connection with the premises of another to whom a license could not be issued under the provisions of this chapter.

(B) This subchapter does not prevent the granting of a license to a proper lessee because the person has leased the premises of a minor, a non-citizen who is not a resident alien or a person who has been convicted of a crime other than a violation of this chapter.

(Prior Code, § 5.70)

§ 118.061 EMPLOYMENT OF MINORS.

No person under 18 years of age may be employed in a place where liquor is sold for consumption on the premises, except persons under 18 years of age may be employed as musicians or in bussing or washing dishes in a restaurant or hotel that is licensed to sell liquor and may be employed as waiters or waitresses at a restaurant or hotel where only wine is sold; provided that, the person under the age of 18 may not serve or sell any wine.

(Prior Code, § 5.70) (Ord. 55, 2nd Series, eff. 12-14-1989) Penalty, see § 118.999

§ 118.091 INSURANCE CERTIFICATE REQUIREMENTS.

Whenever an insurance certificate is required by this chapter the applicant shall file with the City Administrator a certificate of insurance showing:

(A) The limits are at least as high as required;

(B) Coverage is effective for at least the license term approved; and

(C) The insurance will not be cancelled or terminated without 30 days' written notice served upon the City Administrator. Cancellation or termination of the coverage shall be grounds for license revocation.

(Prior Code, § 5.13)

CONDUCT; UNLAWFUL ACTS**§ 118.105 CONSUMPTION AND DISPLAY.**

(A) *Consumption.* It is unlawful for any person to consume, or any licensee to permit consumption of, beer, wine or liquor on licensed premises more than 30 minutes after the hour when a sale thereof can legally be made.

(Prior Code, § 5.07)

(B) *Consumption and display.*

(1) *Consumption and display license required.* It is unlawful for any business establishment or club, not holding an on-sale liquor license to directly or indirectly, or on any pretense or by any device, sell, barter, keep for sale or otherwise dispose of any liquid for the purpose of mixing the same with liquor, or permit its members to bring and keep a personal supply of liquor in lockers assigned to the members, without a license therefor from the city.

(2) *Consumption and display restrictions and regulations.*

(a) *Eligible licensees.* If the applicant is otherwise eligible, licenses may be issued only to:

1. Persons who have not, within five years prior to application, been convicted of a felony or of violating provisions of this chapter or other law relating to the sale or furnishing of alcoholic beverages;

2. A restaurant;
3. A hotel;
4. A beer licensee;
5. A resort as defined by statute; or
6. A club or an unincorporated club otherwise meeting the definition of a club; provided that, no license may be issued to a club holding an on-sale liquor license.

(b) *Unlawful act.* It is unlawful to sell liquor on licensed premises.

(c) *License expiration.* In order to coordinate the expiration of a consumption and display license with a state permit, all licenses shall expire on March 31 of each year.

(d) *State permit required.* Licenses shall be issued only to holders of a consumption and display permit from the Department.

(e) *Lockers.* A club to which a license is issued under this section may allow members to bring and keep a personal supply of liquor in lockers on the club's premises. All bottles kept on the premises must have attached labels signed by the member. No minor may keep a supply of liquor on club premises.

→ (f) *Hours and days.* No licensee may permit a person to consume or display liquor, and no person may consume or display liquor, between 1:00 a.m. and 12:00 noon on Sundays, and between 1:00 a.m. and 8:00 a.m. on Monday through Saturday.
(Prior Code, § 5.85)

(C) *Consumption and display - one-day license.*

(1) *License required.* Any non-profit organization desiring to serve liquids for the purpose of mixing with liquor and permitting the consumption and display of liquor in conjunction with a social activity sponsored by it, shall first obtain a license therefor from the city. It is unlawful for any organization to fail to obtain the license.

(2) *Term.* The term of the license shall be one day only.

(3) *Limitation on number.* The city shall issue no more than ten licenses in any calendar year.

(4) *License fee.* The fee for the one-day license is \$25.

licenses plus one for every 2,500 population over 45,000;

(3) in cities of the third class, not more than 12 licenses;

~~(4) in cities of the fourth class, including cities whose acts of incorporation were repealed by Laws 1973, chapter 123, article V, section 5, not more than seven licenses;~~

(5) in statutory cities of 5,000 to 10,000 population, not more than six licenses;

(6) in statutory cities of 2,500 to 5,000 population, not more than five licenses;

(7) in statutory cities of 500 to 2,500 population, not more than four licenses; and

(8) in statutory cities under 500 population, not more than three licenses.

Subd. 2. **Additional on-sale licenses permitted for cities in St. Louis County.** For cities in St. Louis County no on-sale liquor license may be issued in excess of the following limits, without the approval of the commissioner:

(1) in cities of the third class, not more than 15 licenses;

(2) in cities of the fourth class, not more than nine licenses; and

(3) in statutory cities of 2,500 to 5,000 population, not more than six licenses.

Subd. 3. **Referendum for additional on-sale licenses.**

(a) The governing body of a city may issue on-sale intoxicating liquor licenses over the number permitted under subdivision 1 when authorized by the voters of the city at a general or special election.

(b) The governing body may direct that either of the following questions be placed on the ballot:

(1) "Shall the city council be allowed to issue 'on-sale' licenses for the sale of intoxicating liquor at retail in excess of the number permitted by law?

Yes
No"

(2) "Shall the city council be allowed to issue (a number to be determined by the governing body) 'on-sale' licenses for the sale of intoxicating liquor at retail in excess of the number now permitted by law?

Yes
No"

(c) If a majority of voters voting on the question in

clause (1) vote yes, the governing body may issue an unlimited number of on-sale licenses. If a majority of voters voting on the question in clause (2) vote yes, the governing body may issue additional on-sale licenses in the number stated in the question.

Subd. 4. **Exclusions from license limits.** On-sale intoxicating liquor licenses may be issued to the following entities by a city, in addition to the number authorized by this section:

(1) clubs, or congressionally chartered veterans organizations; *Private - members only*

(2) restaurants;

(3) establishments that are issued licenses to sell wine under section 340A.404, subdivision 5;

(4) theaters that are issued licenses under section 340A.404;

(5) hotels; and

(6) bowling centers.

Subd. 5. **Off-sale licenses.** No off-sale intoxicating liquor license may be issued in any city, except as provided in this section, in excess of the following limits:

(1) in cities of the first class, not more than one off-sale license for each 5,000 population; and

(2) in all other cities the limit shall be determined by the governing body of the city.

Subd. 6. **Area that has been annexed or consolidated.** A license validly issued within the number prescribed in this section is not rendered invalid or illegal by reason of the consolidation or annexation of territory to a city and may continue to remain in effect and be renewed, except that the limitations as to ownership under section 340A.412, subdivision 2.

HIST: 1985 c 305 art 6 s 13; 1987 c 152 art 1 s 1; 1990 c 554 s 13; 1991 c 249 s 16; 1996 c 418 s 9; 2003 c 126 s 9

==340A.414

340A.414 Consumption and display permits.

Subdivision 1. **Permit required.** No business establishment or club which does not hold an on-sale intoxicating liquor license may directly or indirectly allow the consumption and display of alcoholic beverages or knowingly serve any liquid for the purpose of mixing with intoxicating liquor without first having obtained a permit from the commissioner.

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Minnesota Statutes 2005, Chapter 340A.

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==340A.101

340A.101 Definitions.

Subdivision 1. **Terms.** For purposes of this chapter the following terms have the meanings given them.

Subd. 2. **Alcoholic beverage.** "Alcoholic beverage" is any beverage containing more than one-half of one percent alcohol by volume.

Subd. 3. **Affiliate or subsidiary company.** "Affiliate or subsidiary company" is a company in which a manufacturer or its stockholders own a majority of the stock.

Subd. 4. **Brewer.** "Brewer" is a person who manufactures malt liquor for sale.

Subd. 5. **City.** "City" is a home rule charter or statutory city unless otherwise specified.

Subd. 6. **Commissioner.** "Commissioner" is the commissioner of public safety except as otherwise provided.

Subd. 7. **Club.** "Club" is an incorporated organization organized under the laws of the state for civic, fraternal, social, or business purposes, for intellectual improvement, or for the promotion of sports, or a congressionally chartered veterans' organization, which:

(1) has more than 30 members;

(2) has owned or rented a building or space in a building for more than one year that is suitable and adequate for the accommodation of its members;

(3) is directed by a board of directors, executive committee, or other similar body chosen by the members at a meeting held for that purpose. No member, officer, agent, or employee shall receive any profit from the distribution or sale of beverages to the members of the club, or their guests, beyond a reasonable salary or wages fixed and voted each year by the governing body.

Subd. 8. **Department.** "Department" is the Department of Public Safety except as otherwise provided.

Subd. 9. **Distilled spirits.** "Distilled spirits" is

ethyl alcohol, hydrated oxide of ethyl, spirits of wine, whiskey, rum, brandy, gin, and other distilled spirits, including all dilutions and mixtures thereof, for nonindustrial use.

Subd. 10. **Exclusive liquor store.** ~~"Exclusive liquor store" is an establishment used exclusively for the sale of those items authorized in section 340A.412, subdivision 14.~~

Subd. 11. **Farm winery.** "Farm winery" is a winery operated by the owner of a Minnesota farm and producing table or sparkling wines from grapes, grape juice, other fruit bases, or honey with a majority of the ingredients grown or produced in Minnesota.

Subd. 12. **General food store.** "General food store" is a business primarily engaged in selling food and grocery supplies to the public for off-premise consumption.

Subd. 12a. **Home brewing equipment.** "Home brewing equipment" means portable equipment designed for use in home manufacturing of malt liquor in quantities of ten gallons or less and supplies and ingredients for home manufacture of malt liquor.

→ Subd. 13. **Hotel.** "Hotel" is an establishment where food and lodging are regularly furnished to transients and which has:

(1) a dining room serving the general public at tables and having facilities for seating at least 30 guests at one time; and

(2) guest rooms in the following minimum numbers: in first class cities, 50; in second class cities, 25; in all other cities and unincorporated areas, 10.

Subd. 14. **Intoxicating liquor.** "Intoxicating liquor" is ethyl alcohol, distilled, fermented, spirituous, vinous, and malt beverages containing more than 3.2 percent of alcohol by weight.

Subd. 15. **Licensed premises.** "Licensed premises" is the premises described in the approved license application, subject to the provisions of section 340A.410, subdivision 7. In the case of a restaurant, club, or exclusive liquor store licensed for on-sales of alcoholic beverages and located on a golf course, "licensed premises" means the entire golf course except for areas where motor vehicles are regularly parked or operated.

Subd. 15a. **Low alcohol malt liquor.** "Low alcohol malt liquor" is a fermented malt beverage containing two percent or less of alcohol by weight. Notwithstanding any law or rule to the contrary, if either; (a) the term "low alcohol" appears on the label of the beverage container; or (b) a brewer has provided written certification to the Department of Public Safety establishing an alcoholic content of two percent or less by weight; no further label shall be required on that container.

Subd. 15b. **Liqueur-filled candy.** "Liqueur-filled candy" is any confectionery containing more than one-half of one percent alcohol by volume in liquid form that is intended for or capable of beverage use.

Subd. 16. **Malt liquor.** "Malt liquor" is any beer, ~~ale, or other beverage made from malt by fermentation and containing not less than one-half of one percent alcohol by~~ volume.

Subd. 17. **Manufacturer.** "Manufacturer" is a person who, by a process of manufacture, fermenting, brewing, distilling, refining, rectifying, blending, or by the combination of different materials, prepares or produces intoxicating liquor for sale.

Subd. 18. **Municipality.** "Municipality" is a city, county or, for purposes of licensing under section 340A.404, subdivision 7, the Metropolitan Airports Commission.

Subd. 19. **3.2 percent malt liquor.** "3.2 percent malt liquor" is malt liquor containing not less than one-half of one percent alcohol by volume nor more than 3.2 percent alcohol by weight.

Subd. 20. **Off-sale.** "Off-sale" is the sale of alcoholic beverages in original packages for consumption off the licensed premises only.

Subd. 21. **On-sale.** "On-sale" is the sale of alcoholic beverages for consumption on the licensed premises only.

Subd. 22. **Package.** "Package" is a sealed or corked container of alcoholic beverages.

Subd. 23. **Person.** "Person" has the meaning given it in section 645.44, subdivision 7.

Subd. 24. **Population.** "Population" is determined by the most recent federal decennial census or a special census taken under law.

→ Subd. 25. **Restaurant.** "Restaurant" is an establishment, other than a hotel, under the control of a single proprietor or manager, where meals are regularly prepared on the premises and served at tables to the general public, and having a minimum seating capacity for guests as prescribed by the appropriate license issuing authority.

Subd. 26. **Retail.** "Retail" is sale for consumption.

Subd. 27. **Table or sparkling wine.** "Table or sparkling wine" is a beverage made without rectification or fortification and containing not more than 25 percent of alcohol by volume and made by the fermentation of grapes, grape juice, other fruits, or honey.

Subd. 27a. **Theater.** "Theater" means a building containing an auditorium in which live dramatic, musical, dance,

AMENDMENT # 2 TO MnDOT GRANT AGREEMENT #03961 (as amended according to Amendment #1)

This Amendment is by and between the state of Minnesota, through its Commissioner of Transportation (“State”), and the **City of Windom** (“Recipient”).

Recitals

1. The State has an agreement with the Recipient identified as MnDOT Agreement Number 03961 (“Original Agreement”), to provide for **Airport Maintenance and Operation**.
2. The agreement is being amended to **allow additional funding for airport maintenance and operation to be paid by the Minnesota Department of Transportation for State Fiscal Year 2015. In May 2014 the Minnesota Legislature appropriated additional funding, and this amendment adds additional funding.**
3. The State and the Recipient are willing to amend the Original Agreement as stated below.

Agreement Amendment

In this Amendment deleted agreement terms will be ~~struck out~~ and the added agreement terms will be underlined.

REVISION 1. Article 6. is amended as follows:

6. The State will reimburse the Recipient for 75% of the eligible maintenance and operation costs not reimbursed by any other source, not to exceed \$17,034.60 of State aid for State fiscal year 2014. The State will reimburse the Recipient for ~~2/3~~ **75%** of the eligible maintenance and operation costs not reimbursed by any other source, not to exceed ~~\$15,486.00~~ **\$22,248.00** of State aid for State fiscal year 2015. If applicable, this base amount already includes the deduct for paint striping.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: _____

Date: _____

SWIFT Purchase Order No: _____

Recipient

Recipient certifies that the appropriate person(s) have executed the Agreement on behalf of the Recipient as required by applicable resolutions, charter provisions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Commissioner, Minnesota Department of Transportation

By: _____
Director, Office of Aeronautics

Date: _____

MnDOT Contract Management

as to form & execution

By: _____

Date: _____



Windom, MN

Expense Approval Report

By Fund

Payment Dates 4/30/2015 - 5/13/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
RDO EQUIPMENT CO	727577	05/12/2015	LOADER BUCKET & PLOW	100-13100	187,807.00
MN REVENUE	20150512	05/12/2015	SALES TAX - APRIL 2015	100-20202	73.79
					<u>187,880.79</u>
Activity: 41110 - Mayor & Council					
US BANK	20150505	05/05/2015	CREDIT CARD- WEBSITE HOST	100-41110-200	299.88
SCHRAMEL LAW OFFICE	20150512	05/12/2015	LEGAL FEES - MAYOR & COUN	100-41110-304	75.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - BONDS	100-41110-365	848.00
			Activity 41110 - Mayor & Council Total:		<u>1,222.88</u>
Activity: 41310 - Administration					
CULLIGAN	20150505	05/05/2015	SERVICE #1957	100-41310-200	6.50
INDOFF, INC	2613001	04/15/2015	SUPPLIES	100-41310-200	17.13
US BANK	20150505	05/05/2015	CREDIT CARD-NATIONAL LEA	100-41310-308	530.00
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-41310-321	232.75
US BANK	20150505	05/05/2015	CREDIT CARD- SITE LOCK	100-41310-326	10.00
US BANK	20150505	05/05/2015	CREDIT CARD- CRASH PLAN B	100-41310-326	9.99
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-41310-326	37.95
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	100-41310-361	402.89
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO LIA	100-41310-365	51.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - EQUIP BR	100-41310-365	321.93
BLUE CROSS/BLUE SHIELD	20150505	05/05/2015	PREMIUM INS. - JUNE 2015	100-41310-480	351.50
SCHRAMEL LAW OFFICE	20150512	05/12/2015	LEGAL FEES - OFFICE	100-41310-480	165.00
			Activity 41310 - Administration Total:		<u>2,136.64</u>
Activity: 41910 - Building & Zoning					
US BANK	20150505	05/05/2015	CREDIT CARD- SHOPKO	100-41910-200	64.12
WEX BANK	40701959	05/06/2015	CREDIT CARD - P/Z	100-41910-212	65.80
SCHRAMEL LAW OFFICE	20150512	05/12/2015	LEGAL FEES - PZ	100-41910-304	315.00
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-41910-321	49.49
VERIZON WIRELESS	9744283095	05/05/2015	TELEPHONE -	100-41910-321	16.70
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO LIA	100-41910-365	211.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - EQUIP BR	100-41910-365	321.93
			Activity 41910 - Building & Zoning Total:		<u>1,044.04</u>
Activity: 41940 - City Hall					
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - PROPERTY	100-41940-362	361.00
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-41940-381	410.98
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-41940-382	77.07
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-41940-385	95.41
MELISSA PENAS	20150505	05/05/2015	CLEANING	100-41940-406	390.00
SANDRA HERDER	20150505	05/05/2015	CLEANING	100-41940-406	390.00
SCHWALBACH HARDWARE	20150512	05/12/2015	MAINTENANCE - CITY HALL	100-41940-409	54.92
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-820-1530	100-41940-460	96.00
			Activity 41940 - City Hall Total:		<u>1,875.38</u>
Activity: 42120 - Crime Control					
INDOFF, INC	2613381	04/23/2015	SUPPLIES	100-42120-200	387.60
INDOFF, INC	2616147	04/23/2015	SUPPLIES	100-42120-200	56.98
WEX BANK	40701959	05/06/2015	CREDIT CARD - POLICE CREDIT	100-42120-212	-22.66
WEX BANK	40701959	05/06/2015	CREDIT CARD - POLICE	100-42120-212	1,168.37
UNIFORMS UNLIMITED, INC	245121	04/28/2015	UNIFORMS	100-42120-218	1,107.99
SCHRAMEL LAW OFFICE	20150512	05/12/2015	LEGAL FEES - POLICE	100-42120-304	3,318.75
MN WEST COLLEGE - CANBY	00189083	04/21/2015	TRAINING	100-42120-308	150.00
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-42120-321	68.93
VERIZON WIRELESS	9744283095	05/05/2015	TELEPHONE -	100-42120-321	217.04
ALPHA WIRELESS - MANKATO	197989	05/05/2015	SERVICE	100-42120-323	65.00

Expense Approval Report

Payment Dates: 4/30/2015 - 5/13/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ALPHA WIRELESS - MANKATO	676702	05/12/2015	SERVICE	100-42120-323	222.00
COTTONWOOD CO AUD/TRE	20150505	05/05/2015	DISPATCHING	100-42120-325	275.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	100-42120-361	3,450.99
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO LIA	100-42120-363	1,896.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO PHY	100-42120-363	606.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - EQUIP BR	100-42120-365	321.93
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - PROPERTY	100-42120-365	50.00
US BANK	20150505	05/05/2015	CREDIT CARD- AMAZON	100-42120-404	245.28
WINDOM TOWING CO	82798	04/24/2015	SERVICE	100-42120-405	60.00
COTTONWOOD CO AUD/TRE	20150504	05/05/2015	RENT	100-42120-412	1,850.00
BLUE CROSS/BLUE SHIELD	20150505	05/05/2015	PREMIUM INS. - JUNE 2015	100-42120-480	351.50
SCHWALBACH HARDWARE	20150512	05/12/2015	MAINTENANCE - POLICE	100-42120-480	11.94
Activity 42120 - Crime Control Total:					15,858.64

Activity: 42220 - Fire Fighting

WEX BANK	40701959	05/06/2015	CREDIT CARD - FIRE	100-42220-212	453.50
US BANK	20150505	05/05/2015	CREDIT CARD- SCHWALBACH	100-42220-217	64.88
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-42220-321	27.69
COTTONWOOD CO AUD/TRE	20150505	05/05/2015	DISPATCHING	100-42220-325	212.50
MARK MARCY	20150505	05/05/2015	EXPENSE-WALNUT GROVE CE	100-42220-331	45.76
US BANK	20150505	05/05/2015	CREDIT CARD- SIOUX FALLS L	100-42220-331	72.86
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	100-42220-361	486.47
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO PHY	100-42220-363	1,721.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO LIA	100-42220-363	321.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - EQUIP BR	100-42220-365	321.93
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - UNSCHED	100-42220-365	161.50
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - PROPERTY	100-42220-365	887.00
ALEX AIR APPARATUS, INC	27480	04/24/2015	MAINTENANCE	100-42220-404	47.96
ARROW MANUFACTURING IN	2763	04/21/2015	MAINTENANCE-SUPPLIES	100-42220-404	172.40
HIGLEY FORD	123353	05/12/2015	SERVICE-MAINTENANCE	100-42220-405	11.13
WINDOM AUTO VALU	20150505	05/05/2015	MAINTENANCE # 3400540 -	100-42220-405	17.94
WINDOM FARM SERVICE	26050	05/05/2015	MAINTENANCE	100-42220-405	523.52
EXTRA TOUCH AUTO SALES	3002	05/05/2015	MAINTENANCE	100-42220-405	748.31
HIGLEY FORD	68905	05/12/2015	SERVICE	100-42220-405	630.52
MN FIRE SERVICE CERTIFICATI	20150512	05/12/2015	RECERTIFICATION: VOLLAN, B	100-42220-433	60.00
US BANK	20150505	05/05/2015	CREDIT CARD- HARDEES	100-42220-480	34.83
SCOTT VEENKER	23354	05/12/2015	ASSIST W/FIRE CALL	100-42220-480	312.50
Activity 42220 - Fire Fighting Total:					7,335.20

Activity: 42500 - Civil Defense

COTTONWOOD CO AUD/TRE	20150505	05/05/2015	DISPATCHING	100-42500-325	12.50
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-42500-381	8.53
Activity 42500 - Civil Defense Total:					21.03

Activity: 43100 - Streets

US BANK	20150505	05/05/2015	CREDIT CARD- BEST BUY	100-43100-200	122.38
WEX BANK	40701959	05/06/2015	CREDIT CARD - STREET	100-43100-212	755.63
WEX BANK	40701959	05/06/2015	CREDIT CARD - STREET CREDI	100-43100-212	-22.66
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-43100-217	37.95
MINION EXCAVATING INC	3331	05/05/2015	SERVICE-MAINTENANCE	100-43100-224	180.00
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-43100-321	56.73
VERIZON WIRELESS	9744283095	05/05/2015	TELEPHONE -	100-43100-321	72.39
COTTONWOOD CO AUD/TRE	20150505	05/05/2015	DISPATCHING	100-43100-325	125.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	100-43100-361	1,915.95
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - PROPERTY	100-43100-362	2,624.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO PHY	100-43100-363	1,323.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO LIA	100-43100-363	1,156.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - UNSCHED	100-43100-365	161.50
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - SCHED OV	100-43100-365	2,490.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - EQUIPME	100-43100-365	321.93
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-43100-381	888.00
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-43100-381	203.14

Expense Approval Report

Payment Dates: 4/30/2015 - 5/13/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-43100-382	18.39
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-43100-385	26.74
WINDOM AUTO VALU	20150505	05/05/2015	MAINTENANCE # 3400540 -	100-43100-404	67.37
MILLER SELLNER EQUIP	63477B	05/05/2015	MAINTENANCE	100-43100-404	52.19
RDO EQUIPMENT CO	P49481	05/06/2015	MAINTENANCE	100-43100-404	135.08
WINDOM AUTO VALU	20150505	05/05/2015	MAINTENANCE # 3400540 -	100-43100-405	207.83
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-177-0065	100-43100-460	24.00
BLUE CROSS/BLUE SHIELD	20150505	05/05/2015	PREMIUM INS. - JUNE 2015	100-43100-480	938.50
Activity 43100 - Streets Total:					13,881.04

Activity: 43210 - Sanitation

KDOM RADIO	KDOM0951150435695	05/05/2015	A	100-43210-480	200.00
Activity 43210 - Sanitation Total:					200.00

Activity: 45120 - Recreation

LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	100-45120-361	125.14
Activity 45120 - Recreation Total:					125.14

Activity: 45202 - Park Areas

SCHWALBACH HARDWARE	20150512	05/12/2015	MAINTENANCE - PARKS	100-45202-200	99.16
SCHWALBACH HARDWARE	20150512	05/12/2015	MAINTENANCE - PARKS	100-45202-211	34.10
WEX BANK	40701959	05/06/2015	CREDIT CARD - PARK	100-45202-212	173.73
SCHRAMMEL LAW OFFICE	20150512	05/12/2015	LEGAL FEES - PARK	100-45202-304	90.00
COTTONWOOD CO AUD/TRE	20150505	05/05/2015	DISPATCHING	100-45202-325	37.50
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	100-45202-361	671.02
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - PROPERTY	100-45202-362	12,685.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO PHY	100-45202-363	73.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO LIA	100-45202-363	135.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - UNSCHED	100-45202-365	161.50
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - SCHED OV	100-45202-365	482.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - EQUIP BR	100-45202-365	321.93
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-45202-381	70.42
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-45202-382	48.69
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	100-45202-385	26.74
LAMPERTS YARDS, INC.	20150505	05/05/2015	MAINTENANCE - PARK	100-45202-402	26.66
SCHWALBACH HARDWARE	20150512	05/12/2015	MAINTENANCE - PARKS	100-45202-402	32.73
LAMPERTS YARDS, INC.	20150505	05/05/2015	MAINTENANCE - PARK	100-45202-404	387.30
MTI DISTRIBUTING, INC	1005327-00	04/28/2015	MAINTENANCE	100-45202-405	86.78
WINDOM FARM SERVICE	155936	05/05/2015	MAINTENANCE	100-45202-405	73.50
LAMPERTS YARDS, INC.	20150505	05/05/2015	MAINTENANCE - PARK	100-45202-406	125.74
US BANK	20150505	05/05/2015	CREDIT CARD- GEMPLER	100-45202-406	118.80
ELECTRIC FUND	20150505A	05/05/2015	MAINTENANCE	100-45202-406	42.03
SCHWALBACH HARDWARE	20150512	05/12/2015	MAINTENANCE - PARKS	100-45202-406	38.98
PETERSON SMITH GRAVEL IN	2053	05/12/2015	MAINTENANCE	100-45202-406	795.15
BRYAN ROCK PRODUCTS, INC.	7066	04/21/2015	MAINTENANCE	100-45202-406	134.28
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-357-0300	100-45202-460	38.00
SCHRAMMEL LAW OFFICE	20150512	05/12/2015	LEGAL FEES - PARK	100-45202-480	30.00
Activity 45202 - Park Areas Total:					17,039.74

Fund 100 - GENERAL Total: 248,620.52

Fund: 211 - LIBRARY**Activity: 45501 - Library**

US BANK	20150505	05/05/2015	CREDIT CARD- ORIENTAL TRA	211-45501-200	72.30
UPSTART	5585011	05/05/2015	SUPPLIES	211-45501-200	62.24
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	211-45501-321	29.17
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	211-45501-326	42.95
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	211-45501-361	616.78
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - PROPERTY	211-45501-362	2,018.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - EQUIP BR	211-45501-365	321.93
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	211-45501-381	136.45
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	211-45501-382	17.01
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	211-45501-385	26.74
MELISSA PENAS	20150505	05/05/2015	CLEANING	211-45501-402	400.00

Expense Approval Report

Payment Dates: 4/30/2015 - 5/13/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
SANDRA HERDER	20150505	05/05/2015	CLEANING	211-45501-402	400.00	
JOE HARVEY	JB7086	05/05/2015	12-27-14 SNOW REMOVAL-LI	211-45501-402	40.00	
JOE HARVEY	JB7103	05/05/2015	12-27-14 SNOW REMOVAL-LI	211-45501-402	40.00	
DISCOVER MAGAZINE	20150505	05/05/2015	SUBSCRIPTION	211-45501-433	24.95	
COOK'S ILLUSTRATED	20150505	05/05/2015	SUBSCRIPTION	211-45501-433	9.95	
US BANK	20150505	05/05/2015	CREDIT CARD- POPULAR MEC	211-45501-433	34.00	
READER'S DIGEST	20150505	05/05/2015	SUBSCRIPTION	211-45501-433	29.96	
US BANK	20150505	05/05/2015	CREDIT CARD- AMAZON REFU	211-45501-435	-37.68	
US BANK	20150505	05/05/2015	CREDIT CARD- AMAZON-DVD	211-45501-435	47.89	
US BANK	20150505	05/05/2015	CREDIT CARD- AMAZON BOO	211-45501-435	74.98	
US BANK	20150505	05/05/2015	CREDIT CARD- AMAZON BOO	211-45501-435	226.27	
MICROMARKETING	569932	05/05/2015	BOOKS	211-45501-435	19.99	
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-820-1540	211-45501-460	96.00	
					Activity 45501 - Library Total:	4,749.88
					Fund 211 - LIBRARY Total:	4,749.88

Fund: 225 - AIRPORT

Activity: 45127 - Airport

RED ROCK RURAL WATER	20150505	05/05/2015	SERVICE	225-45127-200	32.10	
SOUTHWEST MN BROADBAN	20150505	05/05/2015	SERVICE #WIND-001-0018	225-45127-321	25.63	
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	225-45127-361	325.57	
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - PROPERTY	225-45127-362	9,990.00	
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO PHY	225-45127-365	101.00	
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO LIA	225-45127-365	316.00	
SOUTH CENTRAL ELECTRIC	20150505	05/05/2015	SERVICE #26-12-116-04	225-45127-381	301.94	
SOUTH CENTRAL ELECTRIC	20150505A	05/05/2015	SERVICE #26-12-112-04	225-45127-381	343.00	
SCHWALBACH HARDWARE	20150512	05/12/2015	MAINTENANCE - AIRPORT	225-45127-409	35.27	
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-08-012-0600	225-45127-460	24.00	
					Activity 45127 - Airport Total:	11,494.51

Activity: 49950 - Capital Outlay

TKDA ENGINEERS	002015001200	05/12/2015	SERVICE -WINDOM RWY JUST	225-49950-500	3,668.82	
					Activity 49950 - Capital Outlay Total:	3,668.82
					Fund 225 - AIRPORT Total:	15,163.33

Fund: 230 - POOL

Activity: 45124 - Pool

LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	230-45124-361	353.88	
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - PROPERTY	230-45124-365	981.00	
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	230-45124-381	334.13	
NEGEN CONSTRUCTION LLC	20150505	05/05/2015	MAINTENANCE	230-45124-401	5,519.83	
MN REVENUE	20150512	05/12/2015	SALES TAX - APRIL 2015	230-45124-460	263.00	
					Activity 45124 - Pool Total:	7,451.84
					Fund 230 - POOL Total:	7,451.84

Fund: 235 - AMBULANCE

Activity: 42153 - Ambulance

FIRST FLORAL HALLMARK	2815	05/05/2015	SUPPLIES	235-42153-200	73.73
WEX BANK	40701959	05/06/2015	CREDIT CARD - AMBULANCE C	235-42153-212	-22.67
WEX BANK	40701959	05/06/2015	CREDIT CARD - AMBULANCE	235-42153-212	1,594.08
SCHWALBACH HARDWARE	20150512	05/12/2015	MAINTENANCE - AMBULANCE	235-42153-217	24.99
PRAXAIR DISTRIBUTION INC	52521667	05/05/2015	SUPPLIES	235-42153-217	450.72
JIM AXFORD	20150505A	05/05/2015	EXPENSE-CLOTHING - BUCK	235-42153-218	128.93
RITA HACKER	455	05/06/2015	SERVICE - JOLYNN	235-42153-218	12.00
RITA HACKER	456	05/06/2015	SERVICE - TIM	235-42153-218	70.00
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	235-42153-321	24.66
VERIZON WIRELESS	9744283095	05/05/2015	TELEPHONE -	235-42153-321	65.69
COTTONWOOD CO AUD/TRE	20150505	05/05/2015	DISPATCHING	235-42153-325	200.00
REAL TIME TRANSLATION, INC	106880	05/05/2015	SERVICE	235-42153-327	36.92
JIM AXFORD	20150505	05/05/2015	EXPENSE	235-42153-334	18.67
KATE AXFORD	20150512	05/12/2015	EXPENSE	235-42153-334	12.66
JODI JOHNSON	20150512	05/12/2015	EXPENSE	235-42153-334	19.51

Expense Approval Report

Payment Dates: 4/30/2015 - 5/13/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JIM AXFORD	20150512	05/12/2015	EXPENSE	235-42153-334	10.80
HEATHER PAULSON	20150512	05/12/2015	EXPENSE	235-42153-334	19.26
APRIL HARRINGTON	20150512	05/12/2015	EXPENSE	235-42153-334	65.47
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	235-42153-361	1,148.89
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO PHY	235-42153-363	748.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO LIA	235-42153-363	393.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - EQUIP BR	235-42153-365	321.93
TIM HACKER	20150512	05/12/2015	EXPENSE - GARMIN- 2	235-42153-404	200.12
WINDOM FARM SERVICE	156204	05/05/2015	MAINTENANCE #29	235-42153-405	25.90
O'REILLY AUTOMOTIVE, INC	20150505	05/05/2015	MAINTENANCE #1510318 #2	235-42153-405	52.79
WINDOM AUTO VALU	20150505	05/05/2015	MAINTENANCE # 3400540 -	235-42153-405	102.25
Activity 42153 - Ambulance Total:					5,798.30
Fund 235 - AMBULANCE Total:					5,798.30

Fund: 250 - EDA GENERAL

ELECTRIC FUND	20150505C	05/05/2015	EDA LOAN TO ELEC FUND	250-23900	870.10
					870.10

Activity: 46520 - EDA

US BANK	20150505	05/05/2015	CREDIT CARD- SHOPKO	250-46520-200	64.12
CLIFTON-LARSON-ALLEN, LLP	1038533	05/12/2015	AUDIT SERVICE -	250-46520-301	2,000.00
WENCK ASSOCIATES, INC.	11502196	05/12/2015	B3184-0007 EDA GEN ASSIST	250-46520-303	1,165.00
US BANK	20150505	05/05/2015	CREDIT CARD- BIOSCIENCE CO	250-46520-308	295.00
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	250-46520-321	49.49
VERIZON WIRELESS	9744283095	05/05/2015	TELEPHONE -	250-46520-321	50.53
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - PROPERTY	250-46520-362	2,998.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - EQUIP BR	250-46520-365	321.93
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO PHY	250-46520-365	36.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	250-46520-365	773.12
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	250-46520-381	46.03
US BANK	20150505	05/05/2015	CREDIT CARD- GODFATHERS	250-46520-438	32.04
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-08-012-0500	250-46520-462	946.00
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-710-0060	250-46520-462	24.00
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-820-0612	250-46520-462	24.00
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-556-0140	250-46520-462	46.48
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX- 25-839-0075	250-46520-462	8,339.00
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX- 25-556-0010	250-46520-462	484.42
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-556-0120	250-46520-462	476.37
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-839-0020	250-46520-462	24.00
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-556-0060	250-46520-462	481.73
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX- 25-556-0020	250-46520-462	651.55
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-556-0070	250-46520-462	231.48
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-556-0110	250-46520-462	602.39
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-556-0100	250-46520-462	602.39
COTTONWOOD CO RECORDE	20150512	05/12/2015	RECORDING FEES #275306,27	250-46520-480	138.00
Activity 46520 - EDA Total:					20,903.07

Activity: 49980 - Debt Service

FULDA CREDIT UNION	20150505	05/05/2015	SPEC BLDG LOAN	250-49980-602	2,087.68
FULDA CREDIT UNION	20150505	05/05/2015	SPEC BLDG LOAN	250-49980-612	1,272.32
ELECTRIC FUND	20150505C	05/05/2015	EDA LOAN TO ELEC FUND	250-49980-612	79.39
Activity 49980 - Debt Service Total:					3,439.39
Fund 250 - EDA GENERAL Total:					25,212.56

Fund: 254 - NORTH IND PARK

Activity: 46520 - EDA

SOUTH CENTRAL ELECTRIC	20150505C	05/05/2015	SERVICE #26-24-123-04	254-46520-381	111.68
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX- 25-556-0020	254-46520-462	710.45
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-556-0130	254-46520-462	90.00
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX- 25-556-0060	254-46520-462	216.27
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-556-0120	254-46520-462	207.63
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX- 25-55-0010	254-46520-462	527.58

Expense Approval Report

Payment Dates: 4/30/2015 - 5/13/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX- 25-556-0070	254-46520-462	100.52
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-556-0100	254-46520-462	262.61
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-556-0110	254-46520-462	262.61
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-556-0140	254-46520-462	4.52
				Activity 46520 - EDA Total:	2,493.87
Activity: 49950 - Capital Outlay					
MN ENERGY RESOURCES	0052014168	05/05/2015	NWIP CONTRIB IN AID OF CO	254-49950-500	23,637.00
				Activity 49950 - Capital Outlay Total:	23,637.00
				Fund 254 - NORTH IND PARK Total:	26,130.87
Fund: 306 - 2013 STREET IMPROVEMENT					
Activity: 49950 - Capital Outlay					
SCHRAMMEL LAW OFFICE	20150512	05/12/2015	LEGAL FEES - 2013 STR PROJE	306-49950-304	270.00
				Activity 49950 - Capital Outlay Total:	270.00
				Fund 306 - 2013 STREET IMPROVEMENT Total:	270.00
Fund: 401 - GENERAL CAPITAL PROJECTS					
RDO EQUIPMENT CO	727577	05/12/2015	LOADER BUCKET & PLOW	401-23900	-187,807.00
					-187,807.00
Activity: 49950 - Capital Outlay					
RDO EQUIPMENT CO	727577	05/12/2015	LOADER BUCKET & PLOW	401-49950-503	216,807.00
US BANK	20150505	05/05/2015	CREDIT CARD- DISC GOLF ASS	401-49950-504	4,044.40
				Activity 49950 - Capital Outlay Total:	220,851.40
				Fund 401 - GENERAL CAPITAL PROJECTS Total:	33,044.40
Fund: 601 - WATER					
DAKOTA SUPPLY GROUP	B208362	05/12/2015	NEW METERS	601-16400	22,133.25
DAKOTA SUPPLY GROUP	B239129	05/12/2015	EQUIPMENT -NEW METERS	601-16400	15,872.34
					38,005.59
Activity: 49400 - Water					
WEX BANK	40701959	05/06/2015	CREDIT CARD - WATER	601-49400-212	356.40
US BANK	20150505	05/05/2015	CREDIT CARD- PAY PAL	601-49400-217	7.50
CLIFTON-LARSON-ALLEN, LLP	1038533	05/12/2015	AUDIT SERVICE -	601-49400-301	1,000.00
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	601-49400-321	49.39
VERIZON WIRELESS	9744283095	05/05/2015	TELEPHONE -	601-49400-321	48.97
COTTONWOOD CO AUD/TRE	20150505	05/05/2015	DISPATCHING	601-49400-325	100.00
HP SUDS CLUB, LLC	20150506	05/06/2015	BILLING CONTRACT SERVICE	601-49400-326	1,170.00
US BANK	20150505	05/05/2015	CREDIT CARD- CONF MEAN/R	601-49400-334	147.58
KDOM RADIO	KDOM0791150435874	05/06/2015	ADVERTISING - WATER & WA	601-49400-340	400.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	601-49400-361	2,957.82
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY -PROPERTY	601-49400-362	3,816.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO PHY	601-49400-363	267.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - PROPERTY	601-49400-363	405.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - EQUIP BR	601-49400-365	321.93
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - UNSCHED	601-49400-365	161.50
FEDERATED RURAL ELECTRIC	20150505	05/05/2015	#28-35-18 - WATER DEPT	601-49400-381	37.07
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	601-49400-381	3,898.89
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	601-49400-382	15.66
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	601-49400-385	26.74
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	601-49400-386	24.84
CALIFORNIA CONTRACTORS S	72062	04/21/2015	MAINTENANCE	601-49400-404	47.88
AMUNDSON DIG	04221501	05/06/2015	MAINTENANCE	601-49400-408	207.50
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-177-0150	601-49400-460	373.60
				Activity 49400 - Water Total:	15,841.27
				Fund 601 - WATER Total:	53,846.86
Fund: 602 - SEWER					
NEGEN CONSTRUCTION LLC	20150506	05/06/2015	SERVICE-BIOSOLIDS THICKENI	602-16460	13,292.25
					13,292.25

Expense Approval Report

Payment Dates: 4/30/2015 - 5/13/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Activity: 49450 - Sewer					
WEX BANK	40701959	05/06/2015	CREDIT CARD - SEWER	602-49450-212	202.30
US BANK	20150505	05/05/2015	CREDIT CARD- PAY PAL	602-49450-217	7.50
CLIFTON-LARSON-ALLEN, LLP	1038533	05/12/2015	AUDIT SERVICE -	602-49450-301	1,000.00
RYAN ANDERSON	20150512	05/12/2015	EXPENSE-MWOA MTG	602-49450-308	40.00
MN VALLEY TESTING	749521	04/13/2015	TESTING	602-49450-310	118.60
MN VALLEY TESTING	749553	04/13/2015	TESTING	602-49450-310	223.60
MN VALLEY TESTING	749554	04/13/2015	TESTING	602-49450-310	28.80
MN VALLEY TESTING	749788	04/13/2015	TESTING	602-49450-310	158.00
MN VALLEY TESTING	749979	04/21/2015	TESTING	602-49450-310	38.40
MN VALLEY TESTING	749996	04/21/2015	TESTING	602-49450-310	133.00
MN VALLEY TESTING	750483	04/21/2015	TESTING	602-49450-310	118.60
MN VALLEY TESTING	750520	04/21/2015	TESTING	602-49450-310	238.00
MN VALLEY TESTING	750521	04/21/2015	TESTING	602-49450-310	120.00
MN VALLEY TESTING	750749	04/21/2015	TESTING	602-49450-310	133.00
MN VALLEY TESTING	751009	04/22/2015	TESTING	602-49450-310	158.00
MN VALLEY TESTING	751366	04/28/2015	TESTING	602-49450-310	509.20
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	602-49450-321	151.61
VERIZON WIRELESS	9744283095	05/05/2015	TELEPHONE -	602-49450-321	48.97
COTTONWOOD CO AUD/TRE	20150505	05/05/2015	DISPATCHING	602-49450-325	100.00
HP SUDS CLUB, LLC	20150506	05/06/2015	BILLING CONTRACT SERVICE	602-49450-326	1,170.00
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	602-49450-326	37.95
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	602-49450-361	4,267.12
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - PROPERTY	602-49450-362	4,545.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO PHY	602-49450-363	460.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO LIA	602-49450-363	424.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - EQUIP BR	602-49450-365	321.93
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - SCJED PVE	602-49450-365	126.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - UNSCHED	602-49450-365	161.50
SOUTH CENTRAL ELECTRIC	20150505B	05/05/2015	SERVICE #26-24-125-04	602-49450-381	76.66
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	602-49450-381	13,030.30
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	602-49450-382	129.03
WINDOM AUTO VALU	20150505	05/05/2015	MAINTENANCE # 3400540 -	602-49450-404	116.15
LAMPERTS YARDS, INC.	20150505	05/05/2015	MAINTENANCE - SEWER	602-49450-404	122.83
US BANK	20150505	05/05/2015	CREDIT CARD- USA BLUE BOO	602-49450-404	280.22
SCHWALBACH HARDWARE	20150512	05/12/2015	MAINTENANCE - SEWER	602-49450-404	75.83
CALIFORNIA CONTRACTORS S	72062	04/21/2015	MAINTENANCE	602-49450-404	47.88
WINDOM AUTO VALU	20150505	05/05/2015	MAINTENANCE # 3400540 -	602-49450-405	19.12
SCHWALBACH HARDWARE	20150512	05/12/2015	MAINTENANCE - SEWER	602-49450-439	312.46
MTI DISTRIBUTING, INC	1004022-00	04/21/2015	SUPPLIES	602-49450-480	101.84
BLUE CROSS/BLUE SHIELD	20150505	05/05/2015	PREMIUM INS. - JUNE 2015	602-49450-480	351.50
BLUE CROSS/BLUE SHIELD	20150505	05/05/2015	PREMIUM INS. - JUNE 2015	602-49450-480	351.50
Activity 49450 - Sewer Total:					30,056.40
Fund 602 - SEWER Total:					43,348.65

Fund: 604 - ELECTRIC

WESCO DISTRIBUTION, INC	717859	04/28/2015	METER BOXES	604-14200	725.36
DAKOTA SUPPLY GROUP	B268005	04/23/2015	TRANSFORMER BOXES	604-14200	2,423.93
J. H. LARSON	S100907596.001	04/23/2015	ELECTRIC INVENTORY	604-14200	2,137.46
ODDSON UNDERGROUND INC	2015-029	05/05/2015	ELEC NEW CONSTRUCT-MAYF	604-16300	830.00
MIN REVENUE	20150512	05/12/2015	SALES TAX - APRIL 2015	604-20202	13,552.00
ELECTRIC FUND	20150505	05/05/2015	UTIL PREPAY-TAYLOR LUKE-A	604-22000	111.79
BRENT BROWN	20150505	05/05/2015	REFUND - UTILITY PREPAYME	604-22000	300.00
TAYLOR LUKE	20150505	05/05/2015	REFUND-UTIL PREPAYMENT -	604-22000	188.21
CHANDRA KIPFER & DOMINIQ	20150505	05/05/2015	REFUND - BALANCE OF UTIL P	604-22000	111.15
TREVOR CUPPY	20150505	05/05/2015	REFUND - UTILITY PREPAYME	604-22000	300.00
ELECTRIC FUND	20150505D	05/05/2015	UTIL PREPAY-CHANDRA KIPFE	604-22000	188.85
					20,868.75

Activity: 49550 - Electric

US BANK	20150505	05/05/2015	CREDIT CARD- ARCHON	604-49550-200	719.00
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Expense Approval Report

Payment Dates: 4/30/2015 - 5/13/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WEX BANK	40701959	05/06/2015	CREDIT CARD - ELECTRIC	604-49550-212	729.10
US BANK	20150505	05/05/2015	CREDIT CARD- PAY PAL	604-49550-217	7.50
LOCATORS & SUPPLIES, INC	0233238-IN	04/21/2015	UNIFORMS	604-49550-218	785.03
LOCATORS & SUPPLIES, INC	0233242-IN	04/21/2015	UNIFORMS	604-49550-218	190.24
THE STAG CLOTHIERS	497559	05/06/2015	UNIFORMS	604-49550-218	504.00
CLIFTON-LARSON-ALLEN, LLP	1038533	05/12/2015	AUDIT SERVICE -	604-49550-301	1,000.00
SKARSHAUG TESTING LAB	197732	04/28/2015	SERVICE-TESTING	604-49550-310	135.09
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	604-49550-321	193.68
VERIZON WIRELESS	9744283095	05/05/2015	TELEPHONE -	604-49550-321	87.12
COTTONWOOD CO AUD/TRE	20150505	05/05/2015	DISPATCHING	604-49550-325	187.50
HP SUDS CLUB, LLC	20150506	05/06/2015	BILLING CONTRACT SERVICE	604-49550-326	1,170.00
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	604-49550-326	96.62
WESCO DISTRIBUTION, INC	717859	04/28/2015	METER BOXES	604-49550-333	73.19
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	604-49550-361	18,165.19
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - PROPERTY	604-49550-362	14,215.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO LIA	604-49550-363	1,137.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO PHY	604-49550-363	1,063.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - UNSCHED	604-49550-365	161.50
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - SCHED OV	604-49550-365	1,377.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - EQUIP BR	604-49550-365	321.93
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	604-49550-381	98.40
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	604-49550-382	17.16
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	604-49550-385	26.74
US BANK	20150505	05/05/2015	CREDIT CARD- WINDOM FAR	604-49550-404	140.95
WINDOM AUTO VALU	20150505	05/05/2015	MAINTENANCE # 3400540 -	604-49550-404	15.86
US BANK	20150505	05/05/2015	CREDIT CARD- O'REILLY	604-49550-404	127.71
US BANK	20150505	05/05/2015	CREDIT CARD- CARQUEST	604-49550-405	30.82
STONER INDUSTRIAL, INC.	20150505	05/05/2015	SERVICE	604-49550-406	69.26
SCHWALBACH HARDWARE	20150512	05/12/2015	MAINTENANCE - ELECTRIC	604-49550-406	157.97
US BANK	20150505	05/05/2015	CREDIT CARD- CARQUEST	604-49550-409	2.87
SCHWALBACH HARDWARE	20150512	05/12/2015	MAINTENANCE - ELECTRIC	604-49550-410	5.49
ROBERT HALVORSON	20150505	05/05/2015	ENERGY REBATE	604-49550-450	25.00
ROBERT MESSER	20150505	05/05/2015	ENERGY REBATE	604-49550-450	25.00
ERIC WARD	20150505	05/05/2015	ENERGY REBATE -	604-49550-450	285.00
VET'S WHOA N'GO	20150506	05/06/2015	ENERGY REBATE	604-49550-450	2,842.01
COTTONWOOD CO AUD/TRE	20150408	04/08/2015	2015 PROP TAX-25-820-0100	604-49550-460	24.00
MN REVENUE	20150512	05/12/2015	SALES TAX - APRIL 2015	604-49550-460	33.80
BLUE CROSS/BLUE SHIELD	20150505	05/05/2015	PREMIUM INS. - JUNE 2015	604-49550-480	938.50
WINDOM AREA DEVELOPME	20150505	05/05/2015	INDUSTRIAL DEVELOPMENT	604-49550-491	1,200.00
Activity 49550 - Electric Total:					48,385.23
Fund 604 - ELECTRIC Total:					69,253.98
Fund: 609 - LIQUOR STORE					
MN REVENUE	20150512	05/12/2015	SALES TAX - APRIL 2015	609-20202	12,532.00
Activity: 49751 - Liquor Store					12,532.00
CAMPUS CLEANERS	20150505	05/05/2015	SERVICE #CC16234	609-49751-217	40.10
US BANK	20150505	05/05/2015	CREDIT CARD- SCHWALBACH	609-49751-217	21.66
AH HERMEL COMPANY	499536	04/21/2015	MERCHANDISE	609-49751-217	64.08
ENVIROMASTER, INC	520911	04/28/2015	SERVICE	609-49751-217	40.88
WIRTZ BEVERAGE MN WINE	1080309010	04/13/2015	MERCHANDISE	609-49751-251	4,981.80
SOUTHERN WINE & SPIRITS O	1275450	04/21/2015	MERCHANDISE	609-49751-251	380.57
PHILLIPS WINE & SPIRITS	2772812	04/21/2015	MERCHANDISE	609-49751-251	2,075.49
PHILLIPS WINE & SPIRITS	2776090	04/28/2015	MERCHANDISE	609-49751-251	628.05
JOHNSON BROS.	5138461	04/21/2015	MERCHANDISE	609-49751-251	1,474.21
JOHNSON BROS.	5143371	04/28/2015	MERCHANDISE	609-49751-251	2,760.77
JOHNSON BROS.	522309	04/23/2015	MERCHANDISE	609-49751-251	-120.00
HAGEN BEVERAGE DIST. INC.	274240	05/05/2015	MERCHANDISE	609-49751-252	1,545.95
DOLL DISTRIBUTING, LLC	274562	05/12/2015	MERCHANDISE	609-49751-252	8,828.92
ARTISAN BEER COMPANY	3026955	04/21/2015	MERCHANDISE	609-49751-252	141.00

Expense Approval Report

Payment Dates: 4/30/2015 - 5/13/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BEVERAGE WHOLESALERS	547772	05/05/2015	MERCHANDISE	609-49751-252	6,401.10
BEVERAGE WHOLESALERS	548762	05/12/2015	MERCHANDISE	609-49751-252	8,056.50
SOUTHERN WINE & SPIRITS O	1275451	04/21/2015	MERCHANDISE	609-49751-253	96.00
HAGEN BEVERAGE DIST. INC.	274240	05/05/2015	MERCHANDISE	609-49751-253	24.00
PHILLIPS WINE & SPIRITS	2772813	04/21/2015	MERCHANDISE	609-49751-253	741.90
JOHNSON BROS.	5138462	04/21/2015	MERCHANDISE	609-49751-253	1,262.35
JOHNSON BROS.	5143372	04/28/2015	MERCHANDISE	609-49751-253	869.25
JOHNSON BROS.	5143373	04/28/2015	MERCHANDISE	609-49751-253	26.00
JOHNSON BROS.	522709	04/28/2015	CREDIT - MERCHANDISE	609-49751-253	-376.95
BEVERAGE WHOLESALERS	548762	05/12/2015	MERCHANDISE	609-49751-253	784.20
COCA-COLA BOTTLING COMP	0458501413	04/28/2015	MERCHANDISE	609-49751-254	254.16
WIRTZ BEVERAGE MN WINE	1080309010	04/13/2015	MERCHANDISE	609-49751-254	51.02
AH HERMEL COMPANY	499536	04/21/2015	MERCHANDISE	609-49751-254	53.28
BEVERAGE WHOLESALERS	547772	05/05/2015	MERCHANDISE	609-49751-254	122.00
AH HERMEL COMPANY	499536	04/21/2015	MERCHANDISE	609-49751-256	77.66
WIRTZ BEVERAGE MN WINE	1080309010	04/13/2015	MERCHANDISE	609-49751-259	21.15
HAGEN BEVERAGE DIST. INC.	274240	05/05/2015	MERCHANDISE	609-49751-259	76.25
BEVERAGE WHOLESALERS	548762	05/12/2015	MERCHANDISE	609-49751-259	19.00
CLIFTON-LARSON-ALLEN, LLP	1038533	05/12/2015	AUDIT SERVICE -	609-49751-301	1,000.00
MN MUNICIPAL BEVERAGE AS	20150504	05/04/2015	REGISTRATION-RIVER BEND LI	609-49751-308	410.00
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	609-49751-321	63.29
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	609-49751-326	90.62
WIRTZ BEVERAGE MN WINE	1080309010	04/13/2015	MERCHANDISE	609-49751-333	95.74
SOUTHERN WINE & SPIRITS O	1275450	04/21/2015	MERCHANDISE	609-49751-333	10.40
SOUTHERN WINE & SPIRITS O	1275451	04/21/2015	MERCHANDISE	609-49751-333	2.00
PHILLIPS WINE & SPIRITS	2772812	04/21/2015	MERCHANDISE	609-49751-333	24.22
PHILLIPS WINE & SPIRITS	2772813	04/21/2015	MERCHANDISE	609-49751-333	21.71
PHILLIPS WINE & SPIRITS	2776090	04/28/2015	MERCHANDISE	609-49751-333	10.02
AH HERMEL COMPANY	499536	04/21/2015	MERCHANDISE	609-49751-333	3.95
JOHNSON BROS.	5138461	04/21/2015	MERCHANDISE	609-49751-333	20.04
JOHNSON BROS.	5138462	04/21/2015	MERCHANDISE	609-49751-333	45.09
JOHNSON BROS.	5143371	04/28/2015	MERCHANDISE	609-49751-333	35.77
JOHNSON BROS.	5143372	04/28/2015	MERCHANDISE	609-49751-333	33.40
JOHNSON BROS.	522309	04/23/2015	MERCHANDISE	609-49751-333	-1.67
MN MUNICIPAL BEVERAGE AS	20150504	05/04/2015	REGISTRATION-RIVER BEND LI	609-49751-334	120.00
MN MUNICIPAL BEVERAGE AS	20150504	05/04/2015	REGISTRATION-RIVER BEND LI	609-49751-334	55.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	609-49751-361	5,083.19
LEAGUE OF MN CITIES INS TR	49585	05/12/2015	2015 LMC LIQUOR LIAB	609-49751-361	3,381.85
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - PROPERTY	609-49751-362	1,497.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - EQUIP BR	609-49751-365	321.93
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	609-49751-381	540.60
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	609-49751-382	19.62
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	609-49751-385	26.74
				Activity 49751 - Liquor Store Total:	54,332.86
				Fund 609 - LIQUOR STORE Total:	66,864.86

Fund: 614 - TELECOM

INTERNAL REVENUE SERVICE	20150505	05/05/2015	EXCISE TAX POSTING- APRIL 2	614-20201	749.38
MN REVENUE	20150512	05/12/2015	SALES TAX - APRIL 2015	614-20202	6,583.00
MN 9-1-1 PROGRAM	20150505	05/05/2015	911 SERVICE - APRIL 2015	614-20206	1,007.05
BOND TRUST SERVICE CORP	24987	04/21/2015	2012B BOND - PRINCIPAL	614-23100	445,000.00
					453,339.43

Activity: 49870 - Telecom

STONER INDUSTRIAL, INC.	20150505	05/05/2015	SERVICE	614-49870-211	38.26
CENTER STOP	2280	05/12/2015	FUEL	614-49870-212	24.70
WEX BANK	40701959	05/06/2015	CREDIT CARD - TELECOM	614-49870-212	179.65
US BANK	20150505	05/05/2015	CREDIT CARD- PAY PAL	614-49870-217	7.50
WINDOM AUTO VALU	20150505	05/05/2015	MAINTENANCE # 3400540 -	614-49870-217	16.62
ARIN-AMERICAN REGISTRY F	51232808	04/01/2015	ANNUAL RENEWAL FOR IPv4	614-49870-217	2,000.00
ODDSON UNDERGROUND INC	2015-032	05/12/2015	CARL SCHNEIDER IND PARK-B	614-49870-227	5,008.00

Expense Approval Report

Payment Dates: 4/30/2015 - 5/13/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ODDSON UNDERGROUND INC	2015-033	05/12/2015	N 71 INDUSTRIAL PARK-BORI	614-49870-227	4,632.00
SCHWALBACH HARDWARE	20150512	05/12/2015	MAINTENANCE - TELECOM	614-49870-227	33.97
POWER & TEL	5750698-00	05/12/2015	SUPPLIES	614-49870-227	77.13
POWER & TEL	5768413-00	04/24/2015	MAINTENANCE	614-49870-227	955.74
POWER & TEL	5768427-00	04/24/2015	MAINTENANCE	614-49870-227	1,791.55
POWER & TEL	57772249-00	04/24/2015	MAINTENANCE	614-49870-227	123.80
RELAY NETWORKS, INC.	9442	05/12/2015	MAINTENANCE	614-49870-227	1,488.99
CCI SYSTEMS	N03772	04/23/2015	MAINTENANCE	614-49870-227	965.00
NATIONAL CABLE TV COOP	SI-439831	05/12/2015	MAINTENANCE	614-49870-227	193.31
GLOBAL GOV'T/EDUCATION S	J99553180101	05/12/2015	SMALL TOOLS	614-49870-241	48.72
CLIFTON-LARSON-ALLEN, LLP	1038533	05/12/2015	AUDIT SERVICE -	614-49870-301	1,000.00
SCHRAMEL LAW OFFICE	20150512	05/12/2015	LEGAL FEES - TELECOM	614-49870-304	390.00
CENTURY LINK	20150512	05/12/2015	SERVICE	614-49870-321	72.44
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	614-49870-321	354.61
VERIZON WIRELESS	9744283095	05/05/2015	TELEPHONE -	614-49870-321	297.71
HP SUDS CLUB, LLC	20150506	05/06/2015	BILLING CONTRACT SERVICE	614-49870-326	1,170.00
FEDERAL EXPRESS CORP	5-008-51052	05/12/2015	SERVICE	614-49870-333	180.08
KDOM RADIO	KDOM0073150435871	05/12/2015	ADVERTISING	614-49870-340	299.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	614-49870-361	9,189.52
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - PROPERTY	614-49870-362	5,342.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO LIA	614-49870-363	564.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - UNSCHED	614-49870-365	161.50
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - EQUIP BR	614-49870-365	321.93
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	614-49870-381	1,184.44
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	614-49870-382	16.91
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	614-49870-385	26.74
CENTURY LINK	415053	04/24/2015	DIRECTORY LISTINGS	614-49870-441	174.47
MLB NETWORK	050830	04/15/2015	SUBSCRIBER	614-49870-442	1,057.60
NATIONAL CABLE TV COOP	15042059	05/06/2015	SUBSCRIBER	614-49870-442	85,454.93
CBS TELEVISION STATIONS	20150512	05/12/2015	SUBSCRIBER	614-49870-442	4,582.40
RFD TV	2157-1741	04/24/2015	SUBSCRIBER	614-49870-442	438.90
DISPLAY SYSTEMS INTERNATI	23800	05/12/2015	SERVICE	614-49870-442	163.88
FOX SPORTS	83747	05/06/2015	SUBSCRIBER	614-49870-442	19,263.24
BTN - BIG TEN NETWORK	85868	05/06/2015	SUBSCRIBER	614-49870-442	4,073.40
FOX TELEVISION STATIONS, IN	APR-15	05/06/2015	SUBSCRIBER	614-49870-442	5,158.80
UNIVERSAL SERVICE ADMIN C	UBDI0000764207	05/12/2015	SERVICE #825807	614-49870-443	1,398.10
HURRICANE ELECTRIC LLC	9795150-IN	05/12/2015	SERVICE	614-49870-447	4,000.00
GOLDEN WEST TECH & INT SO	150410406	05/12/2015	SERVICE	614-49870-448	445.38
WOODSTOCK TELEPHONE CO	10042279	05/12/2015	SERVICE #00017668-1	614-49870-451	205.10
ONVOY VOICE SERVICES	150502008508	05/12/2015	SERVICE #001555600262	614-49870-451	1,399.16
ONVOY VOICE SERVICES	150502009021	05/12/2015	SERVICE #001553603305	614-49870-451	4,240.61
E-911 - INDEPENDENT EMERG	20150512	05/12/2015	911 SERVICE	614-49870-451	40.00
JASON HANKE	387034	05/12/2015	SERVICE	614-49870-451	1,965.00
MN REVENUE	20150512	05/12/2015	SALES TAX - APRIL 2015	614-49870-460	32.41
SOUTHWEST MN BROADBAN	20150506	05/06/2015	QVC COMMISSIONS - MARCH	614-49870-480	116.63
BOND TRUST SERVICE CORP	24987	04/21/2015	2012B BOND - ADMIN FEE	614-49870-480	450.00
Activity 49870 - Telecom Total:					172,815.83
Activity: 49980 - Debt Service					
BOND TRUST SERVICE CORP	24987	04/21/2015	2012B BOND - INTEREST	614-49980-611	173,765.63
Activity 49980 - Debt Service Total:					173,765.63
Fund 614 - TELECOM Total:					799,920.89
Fund: 615 - ARENA					
Activity: 49850 - Arena					
STONER INDUSTRIAL, INC.	20150505	05/05/2015	SERVICE	615-49850-211	9.00
WEX BANK	40701959	05/06/2015	CREDIT CARD - ARENA	615-49850-212	12.49
SCHWALBACH HARDWARE	20150512	05/12/2015	MAINTENANCE - ARENA	615-49850-217	35.98
PETERSON SMITH GRAVEL IN	2052	05/06/2015	SUPPLIES	615-49850-217	1,488.00
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	615-49850-321	123.71
VERIZON WIRELESS	9744283095	05/05/2015	TELEPHONE -	615-49850-321	47.80

Expense Approval Report

Payment Dates: 4/30/2015 - 5/13/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	615-49850-326	92.85
KDOM RADIO	KDOM0113150435866	05/05/2015	ADVERTISING - ARENA	615-49850-340	82.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	615-49850-361	1,094.74
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - PROPERTY	615-49850-362	2,642.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO LIA	615-49850-363	405.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - EQUIP BR	615-49850-365	321.93
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - UNSCHED	615-49850-365	161.50
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - SCHED OV	615-49850-365	634.00
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	615-49850-381	2,516.12
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	615-49850-382	53.79
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	615-49850-385	26.74
LAMPERTS YARDS, INC.	20150505	05/05/2015	MAINTENANCE - ARENA	615-49850-402	37.48
MESSER MACHINE & MFG. CO	0008472	05/05/2015	MAINTENANCE	615-49850-404	5.00
WINDOM FARM SERVICE	156160	05/05/2015	MAINTENANCE	615-49850-404	24.48
SCHWALBACH HARDWARE	20150512	05/12/2015	MAINTENANCE - ARENA	615-49850-404	22.40
WINDOM AUTO VALU	20150505	05/05/2015	MAINTENANCE # 3400540 -	615-49850-405	4.31
ELECTRIC FUND	20150505B	05/05/2015	MAINTENANCE	615-49850-409	38.94
SCHWALBACH HARDWARE	20150512	05/12/2015	MAINTENANCE - ARENA	615-49850-409	18.97
MN REVENUE	20150512	05/12/2015	SALES TAX - APRIL 2015	615-49850-460	1,594.00
Activity 49850 - Arena Total:					11,493.23
Fund 615 - ARENA Total:					11,493.23

Fund: 617 - M/P CENTER

MN REVENUE	20150512	05/12/2015	SALES TAX - APRIL 2015	617-20202	51.98
					51.98

Activity: 49860 - M/P Center

WEX BANK	40701959	05/06/2015	CREDIT CARD - MP	617-49860-212	106.01
RIVER BEND LIQUOR	20150505	05/05/2015	MERCHANDISE -PUR BY COM	617-49860-251	692.40
RIVER BEND LIQUOR	20150505	05/05/2015	MERCHANDISE -PUR BY COM	617-49860-252	445.48
US BANK	20150505	05/05/2015	CREDIT CARD- HY-VEE	617-49860-254	166.64
RIVER BEND LIQUOR	20150505	05/05/2015	MERCHANDISE -PUR BY COM	617-49860-259	9.78
RIVER BEND LIQUOR	20150505	05/05/2015	MERCHANDISE -PUR BY COM	617-49860-261	30.76
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	617-49860-321	108.49
VERIZON WIRELESS	9744283095	05/05/2015	TELEPHONE -	617-49860-321	28.41
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	617-49860-326	37.95
KDOM RADIO	KDOM0563150435867	05/05/2015	ADVERTISING - COMM CENTE	617-49860-340	171.50
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - MUNICIPA	617-49860-361	1,135.77
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - PROPERTY	617-49860-362	2,701.00
LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - AUTO LIA	617-49860-363	187.00
LEAGUE OF MN CITIES INS TR	49585	05/12/2015	2015 LMC LIQUOR LIAB	617-49860-365	52.15
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	617-49860-381	1,220.40
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	617-49860-382	73.42
ELECTRIC FUND	20150512	05/12/2015	MONTHLY UTILITY & TELECO	617-49860-385	84.97
US BANK	20150505	05/05/2015	CREDIT CARD- HY -VEE	617-49860-404	1.50
TOWN 'N COUNTRY	6479	05/12/2015	MAINTENANCE	617-49860-404	135.00
TOWN 'N COUNTRY	6589	05/05/2015	MAINTENANCE	617-49860-404	284.99
TOWN 'N COUNTRY	6590	05/05/2015	MAINTENANCE	617-49860-404	444.99
STONER INDUSTRIAL, INC.	20150505	05/05/2015	SERVICE	617-49860-406	119.50
MN REVENUE	20150512	05/12/2015	SALES TAX - APRIL 2015	617-49860-460	436.02
Activity 49860 - M/P Center Total:					8,674.13
Fund 617 - M/P CENTER Total:					8,726.11

Fund: 651 - RIVERLBUFF TOWNHOMES

Activity: 46520 - EDA

LEAGUE OF MN CITIES INS TR	49584	05/12/2015	2015 LMC POLICY - PROPERTY	651-46520-480	6,879.00
Activity 46520 - EDA Total:					6,879.00
Fund 651 - RIVERLBUFF TOWNHOMES Total:					6,879.00

Fund: 700 - PAYROLL

Internal Revenue Service-Payr	INV0000530	05/01/2015	Federal Tax Withholding	700-21701	10,629.27
Minnesota Department of Re	INV0000529	05/01/2015	State Withholding	700-21702	4,308.14

Expense Approval Report

Payment Dates: 4/30/2015 - 5/13/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Internal Revenue Service-Payr	INV0000531	05/01/2015	Social Security	700-21703	11,740.24
MN Pera	INV0000522	05/01/2015	PERA	700-21704	12,902.44
MN Pera	INV0000523	05/01/2015	PERA	700-21704	5,042.41
MN Pera	INV0000524	05/01/2015	PERA	700-21704	658.26
Minnesota State Deferred	INV0000525	05/01/2015	Deferred Compensation	700-21705	4,460.00
Minnesota State Deferred	INV0000526	05/01/2015	Deferred Roth	700-21705	850.00
BLUE CROSS/BLUE SHIELD	20150505	05/05/2015	PREMIUM INS. - JUNE 2015	700-21706	37,533.00
COLLECTION SERVICES CENTE	20150505	05/05/2015	#CDDM013726	700-21709	930.23
MN Child Support Payment C	INV0000527	05/01/2015	Child Support Payment	700-21709	407.47
Internal Revenue Service-Payr	INV0000528	05/01/2015	Medicare Withholding	700-21711	3,242.06
SELECTACCOUNT	20150506	05/06/2015	FLEX SPENDING	700-21712	916.65
SELECTACCOUNT	20150512	05/12/2015	FLEX SPENDING	700-21712	908.59
COLONIAL LIFE INSURANCE	8182644-0512562	05/06/2015	BCN E8182644 INSURANCE	700-21714	8.82
MII LIFE	20150512	05/12/2015	VEBA - 2014 WELLNESS	700-21720	1,700.00
MII LIFE	20150512A	05/12/2015	VEBA MAY 2015	700-21720	10,329.23
					106,566.81
Fund 700 - PAYROLL Total:					106,566.81
Grand Total:					1,533,342.09

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	248,620.52
211 - LIBRARY	4,749.88
225 - AIRPORT	15,163.33
230 - POOL	7,451.84
235 - AMBULANCE	5,798.30
250 - EDA GENERAL	25,212.56
254 - NORTH IND PARK	26,130.87
306 - 2013 STREET IMPROVEMENT	270.00
401 - GENERAL CAPITAL PROJECTS	33,044.40
601 - WATER	53,846.86
602 - SEWER	43,348.65
604 - ELECTRIC	69,253.98
609 - LIQUOR STORE	66,864.86
614 - TELECOM	799,920.89
615 - ARENA	11,493.23
617 - M/P CENTER	8,726.11
651 - RIVERLBUFF TOWNHOMES	6,879.00
700 - PAYROLL	106,566.81
Grand Total:	1,533,342.09

Account Summary

Account Number	Account Name	Payment Amount
100-13100	Due From General Equip	187,807.00
100-20202	Sales Tax Payable	73.79
100-41110-200	Office Supplies	299.88
100-41110-304	Legal Fees	75.00
100-41110-365	Insurance - Misc	848.00
100-41310-200	Office Supplies	23.63
100-41310-308	Training & Registrations	530.00
100-41310-321	Telephone	232.75
100-41310-326	Data Processing	57.94
100-41310-361	Insurance - General Liabi	402.89
100-41310-365	Insurance - Misc	372.93
100-41310-480	Other Miscellaneous	516.50
100-41910-200	Office Supplies	64.12
100-41910-212	Motor Fuels	65.80
100-41910-304	Legal Fees	315.00
100-41910-321	Telephone	66.19
100-41910-365	Insurance - Misc	532.93
100-41940-362	Insurance - Property	361.00
100-41940-381	Electric Utility	410.98
100-41940-382	Water Utility	77.07
100-41940-385	Sewer Utility	95.41
100-41940-406	Repairs & Maint - Groun	780.00
100-41940-409	Repairs & Maint - Utilitie	54.92
100-41940-460	Miscellaneous Taxes	96.00
100-42120-200	Office Supplies	444.58
100-42120-212	Motor Fuels	1,145.71
100-42120-218	Uniforms	1,107.99
100-42120-304	Legal Fees	3,318.75
100-42120-308	Training & Registrations	150.00
100-42120-321	Telephone	285.97
100-42120-323	Radio Units	287.00
100-42120-325	Dispatching	275.00
100-42120-361	Insurance - General Liabi	3,450.99
100-42120-363	Insurance - Automotive	2,502.00
100-42120-365	Insurance - Misc	371.93

Account Summary

Account Number	Account Name	Payment Amount
100-42120-404	Repairs & Maint - M&E	245.28
100-42120-405	Repairs & Maint - Vehicl	60.00
100-42120-412	Rentals - Building	1,850.00
100-42120-480	Other Miscellaneous	363.44
100-42220-212	Motor Fuels	453.50
100-42220-217	Other Operating Supplie	64.88
100-42220-321	Telephone	27.69
100-42220-325	Dispatching	212.50
100-42220-331	Travel Expense	118.62
100-42220-361	Insurance - General Liabi	486.47
100-42220-363	Insurance - Automotive	2,042.00
100-42220-365	Insurance - Misc	1,370.43
100-42220-404	Repairs & Maint - M&E	220.36
100-42220-405	Repairs & Maint - Vehicl	1,931.42
100-42220-433	Dues & Subscriptions	60.00
100-42220-480	Other Miscellaneous	347.33
100-42500-325	Dispatching	12.50
100-42500-381	Electric Utility	8.53
100-43100-200	Office Supplies	122.38
100-43100-212	Motor Fuels	732.97
100-43100-217	Other Operating Supplie	37.95
100-43100-224	Street Maint Materials	180.00
100-43100-321	Telephone	129.12
100-43100-325	Dispatching	125.00
100-43100-361	Insurance - General Liabi	1,915.95
100-43100-362	Insurance - Property	2,624.00
100-43100-363	Insurance - Automotive	2,479.00
100-43100-365	Insurance - Misc	2,973.43
100-43100-381	Electric Utility	1,091.14
100-43100-382	Water Utility	18.39
100-43100-385	Sewer Utility	26.74
100-43100-404	Repairs & Maint - M&E	254.64
100-43100-405	Repairs & Maint - Vehicl	207.83
100-43100-460	Miscellaneous Taxes	24.00
100-43100-480	Other Miscellaneous	938.50
100-43210-480	Other Miscellaneous	200.00
100-45120-361	Insurance - General Liabi	125.14
100-45202-200	Office Supplies	99.16
100-45202-211	Cleaning Supplies	34.10
100-45202-212	Motor Fuels	173.73
100-45202-304	Legal Fees	90.00
100-45202-325	Dispatching	37.50
100-45202-361	Insurance - General Liabi	671.02
100-45202-362	Insurance - Property	12,685.00
100-45202-363	Insurance - Automotive	208.00
100-45202-365	Insurance - Misc	965.43
100-45202-381	Electric Utility	70.42
100-45202-382	Water Utility	48.69
100-45202-385	Sewer Utility	26.74
100-45202-402	Repairs & Maint - Struct	59.39
100-45202-404	Repairs & Maint - M&E	387.30
100-45202-405	Repairs & Maint - Vehicl	160.28
100-45202-406	Repairs & Maint - Groun	1,254.98
100-45202-460	Miscellaneous Taxes	38.00
100-45202-480	Other Miscellaneous	30.00
211-45501-200	Office Supplies	134.54
211-45501-321	Telephone	29.17
211-45501-326	Data Processing	42.95

Account Summary

Account Number	Account Name	Payment Amount
211-45501-361	Insurance - General Liabi	616.78
211-45501-362	Insurance - Property	2,018.00
211-45501-365	Insurance - Misc	321.93
211-45501-381	Electric Utility	136.45
211-45501-382	Water Utility	17.01
211-45501-385	Sewer Utility	26.74
211-45501-402	Repairs & Maint - Struct	880.00
211-45501-433	Dues & Subscriptions	98.86
211-45501-435	Books and Pamphlets	331.45
211-45501-460	Miscellaneous Taxes	96.00
225-45127-200	Office Supplies	32.10
225-45127-321	Telephone	25.63
225-45127-361	Insurance - General Liabi	325.57
225-45127-362	Insurance - Property	9,990.00
225-45127-365	Insurance - Misc	417.00
225-45127-381	Electric Utility	644.94
225-45127-409	Repairs & Maint - Utilitie	35.27
225-45127-460	Miscellaneous Taxes	24.00
225-49950-500	Capital Outlay	3,668.82
230-45124-361	Insurance - General Liabi	353.88
230-45124-365	Insurance - Misc	981.00
230-45124-381	Electric Utility	334.13
230-45124-401	Repairs & Maint - Buildi	5,519.83
230-45124-460	Miscellaneous Taxes	263.00
235-42153-200	Office Supplies	73.73
235-42153-212	Motor Fuels	1,571.41
235-42153-217	Other Operating Supplie	475.71
235-42153-218	Uniforms	210.93
235-42153-321	Telephone	90.35
235-42153-325	Dispatching	200.00
235-42153-327	Interpretation Fees	36.92
235-42153-334	Meals/Lodging	146.37
235-42153-361	Insurance - General Liabi	1,148.89
235-42153-363	Insurance - Automotive	1,141.00
235-42153-365	Insurance - Misc	321.93
235-42153-404	Repairs & Maint - M&E	200.12
235-42153-405	Repairs & Maint - Vehici	180.94
250-23900	Notes Payable - Noncurr	870.10
250-46520-200	Office Supplies	64.12
250-46520-301	Auditing & Consulting Se	2,000.00
250-46520-303	Engineering and Surveyi	1,165.00
250-46520-308	Training & Registrations	295.00
250-46520-321	Telephone	100.02
250-46520-362	Insurance - Property	2,998.00
250-46520-365	Insurance - Misc	1,131.05
250-46520-381	Electric Utility	46.03
250-46520-438	Meeting Expense	32.04
250-46520-462	Real Estate Taxes	12,933.81
250-46520-480	Other Miscellaneous	138.00
250-49980-602	Other Long-Term Obliga	2,087.68
250-49980-612	Other Interest	1,351.71
254-46520-381	Electric Utility	111.68
254-46520-462	Real Estate Taxes	2,382.19
254-49950-500	Capital Outlay	23,637.00
306-49950-304	Legal Fees	270.00
401-23900	Note Payable - Non Curr	-187,807.00
401-49950-503	Capital Outlay - Streets	216,807.00
401-49950-504	Capital Outlay - Parks	4,044.40

Account Summary

Account Number	Account Name	Payment Amount
601-16400	Machinery & Equipment	38,005.59
601-49400-212	Motor Fuels	356.40
601-49400-217	Other Operating Supplie	7.50
601-49400-301	Auditing & Consulting Se	1,000.00
601-49400-321	Telephone	98.36
601-49400-325	Dispatching	100.00
601-49400-326	Data Processing	1,170.00
601-49400-334	Meals/Lodging	147.58
601-49400-340	Advertising & Promotion	400.00
601-49400-361	Insurance - General Liabi	2,957.82
601-49400-362	Insurance - Property	3,816.00
601-49400-363	Insurance - Automotive	672.00
601-49400-365	Insurance - Misc	483.43
601-49400-381	Electric Utility	3,935.96
601-49400-382	Water Utility	15.66
601-49400-385	Sewer Utility	26.74
601-49400-386	Landfill	24.84
601-49400-404	Repairs & Maint - M&E	47.88
601-49400-408	Repairs & Maint - Distrib	207.50
601-49400-460	Miscellaneous Taxes	373.60
602-16460	Furniture & Fixtures	13,292.25
602-49450-212	Motor Fuels	202.30
602-49450-217	Other Operating Supplie	7.50
602-49450-301	Auditing & Consulting Se	1,000.00
602-49450-308	Training & Registrations	40.00
602-49450-310	Lab Testing	1,977.20
602-49450-321	Telephone	200.58
602-49450-325	Dispatching	100.00
602-49450-326	Data Processing	1,207.95
602-49450-361	Insurance - General Liabi	4,267.12
602-49450-362	Insurance - Property	4,545.00
602-49450-363	Insurance - Automotive	884.00
602-49450-365	Insurance - Misc	609.43
602-49450-381	Electric Utility	13,106.96
602-49450-382	Water Utility	129.03
602-49450-404	Repairs & Maint - M&E	642.91
602-49450-405	Repairs & Maint - Vehicl	19.12
602-49450-439	Special Projects	312.46
602-49450-480	Other Miscellaneous	804.84
604-14200	Inventory	5,286.75
604-16300	Improvements Other Th	830.00
604-20202	Sales Tax Payable	13,552.00
604-22000	Prepayments	1,200.00
604-49550-200	Office Supplies	719.00
604-49550-212	Motor Fuels	729.10
604-49550-217	Other Operating Supplie	7.50
604-49550-218	Uniforms	1,479.27
604-49550-301	Auditing & Consulting Se	1,000.00
604-49550-310	Lab Testing	135.09
604-49550-321	Telephone	280.80
604-49550-325	Dispatching	187.50
604-49550-326	Data Processing	1,266.62
604-49550-333	Freight and Express	73.19
604-49550-361	Insurance - General Liabi	18,165.19
604-49550-362	Insurance - Property	14,215.00
604-49550-363	Insurance - Automotive	2,200.00
604-49550-365	Insurance - Misc	1,860.43
604-49550-381	Electric Utility	98.40

Account Summary

Account Number	Account Name	Payment Amount
604-49550-382	Water Utility	17.16
604-49550-385	Sewer Utility	26.74
604-49550-404	Repairs & Maint - M&E	284.52
604-49550-405	Repairs & Maint - Vehicl	30.82
604-49550-406	Repairs & Maint - Groun	227.23
604-49550-409	Repairs & Maint - Utilitie	2.87
604-49550-410	Repairs & Maint - Gener	5.49
604-49550-450	Conservation	3,177.01
604-49550-460	Miscellaneous Taxes	57.80
604-49550-480	Other Miscellaneous	938.50
604-49550-491	Payments to Other Orga	1,200.00
609-20202	Sales Tax Payable	12,532.00
609-49751-217	Other Operating Supplie	166.72
609-49751-251	Liquor	12,180.89
609-49751-252	Beer	24,973.47
609-49751-253	Wine	3,426.75
609-49751-254	Soft Drinks & Mix	480.46
609-49751-256	Tobacco Products	77.66
609-49751-259	Non- Alcoholic	116.40
609-49751-301	Auditing & Consulting Se	1,000.00
609-49751-308	Training & Registrations	410.00
609-49751-321	Telephone	63.29
609-49751-326	Data Processing	90.62
609-49751-333	Freight and Express	300.67
609-49751-334	Meals/Lodging	175.00
609-49751-361	Insurance - General Liabi	8,465.04
609-49751-362	Insurance - Property	1,497.00
609-49751-365	Insurance - Misc	321.93
609-49751-381	Electric Utility	540.60
609-49751-382	Water Utility	19.62
609-49751-385	Sewer Utility	26.74
614-20201	Excise Tax Payable	749.38
614-20202	Sales Tax Payable	6,583.00
614-20206	911 TAP & TACIP Fees Cl	1,007.05
614-23100	Bond Payable - Noncurr	445,000.00
614-49870-211	Cleaning Supplies	38.26
614-49870-212	Motor Fuels	204.35
614-49870-217	Other Operating Supplie	2,024.12
614-49870-227	Utility System Maint Sup	15,269.49
614-49870-241	Small Tools	48.72
614-49870-301	Auditing & Consulting Se	1,000.00
614-49870-304	Legal Fees	390.00
614-49870-321	Telephone	724.76
614-49870-326	Data Processing	1,170.00
614-49870-333	Freight and Express	180.08
614-49870-340	Advertising & Promotion	299.00
614-49870-361	Insurance - General Liabi	9,189.52
614-49870-362	Insurance - Property	5,342.00
614-49870-363	Insurance - Automotive	564.00
614-49870-365	Insurance - Misc	483.43
614-49870-381	Electric Utility	1,184.44
614-49870-382	Water Utility	16.91
614-49870-385	Sewer Utility	26.74
614-49870-441	Transmission Fees	174.47
614-49870-442	Subscriber Fees	120,193.15
614-49870-443	Intergovernmental Fees	1,398.10
614-49870-447	Internet Expense	4,000.00
614-49870-448	On-Call Support	445.38

Account Summary

Account Number	Account Name	Payment Amount
614-49870-451	Call Completion	7,849.87
614-49870-460	Miscellaneous Taxes	32.41
614-49870-480	Other Miscellaneous	566.63
614-49980-611	Bond Interest	173,765.63
615-49850-211	Cleaning Supplies	9.00
615-49850-212	Motor Fuels	12.49
615-49850-217	Other Operating Supplie	1,523.98
615-49850-321	Telephone	171.51
615-49850-326	Data Processing	92.85
615-49850-340	Advertising & Promotion	82.00
615-49850-361	Insurance - General Liabi	1,094.74
615-49850-362	Insurance - Property	2,642.00
615-49850-363	Insurance - Automotive	405.00
615-49850-365	Insurance - Misc	1,117.43
615-49850-381	Electric Utility	2,516.12
615-49850-382	Water Utility	53.79
615-49850-385	Sewer Utility	26.74
615-49850-402	Repairs & Maint - Struct	37.48
615-49850-404	Repairs & Maint - M&E	51.88
615-49850-405	Repairs & Maint - Vehicl	4.31
615-49850-409	Repairs & Maint - Utilitie	57.91
615-49850-460	Miscellaneous Taxes	1,594.00
617-20202	Sales Tax Payable	51.98
617-49860-212	Motor Fuels	106.01
617-49860-251	Liquor	692.40
617-49860-252	Beer	445.48
617-49860-254	Soft Drinks & Mix	166.64
617-49860-259	Non- Alcoholic	9.78
617-49860-261	Other Merchandise	30.76
617-49860-321	Telephone	136.90
617-49860-326	Data Processing	37.95
617-49860-340	Advertising & Promotion	171.50
617-49860-361	Insurance - General Liabi	1,135.77
617-49860-362	Insurance - Property	2,701.00
617-49860-363	Insurance - Automotive	187.00
617-49860-365	Insurance - Misc	52.15
617-49860-381	Electric Utility	1,220.40
617-49860-382	Water Utility	73.42
617-49860-385	Sewer Utility	84.97
617-49860-404	Repairs & Maint - M&E	866.48
617-49860-406	Repairs & Maint - Groun	119.50
617-49860-460	Miscellaneous Taxes	436.02
651-46520-480	Other Miscellaneous	6,879.00
700-21701	Federal Withholding	10,629.27
700-21702	State Withholding	4,308.14
700-21703	FICA Tax Withholding	11,740.24
700-21704	PERA Contributions	18,603.11
700-21705	Retirement	5,310.00
700-21706	Medical Insurance	37,533.00
700-21709	Wage Levy	1,337.70
700-21711	Medicare Tax Withholdi	3,242.06
700-21712	Flex Account	1,825.24
700-21714	Individual Insurance-Col	8.82
700-21720	VEBA Contributions	12,029.23
	Grand Total:	1,533,342.09

5/15/15


Project Account Summary

Project Account Key	Payment Amount
None	914,576.46
2012BInt	173,765.63
2012BPrin	445,000.00
Grand Total:	1,533,342.09