

**Council Meeting
Tuesday, August 4, 2015
City Council Chambers
7:30 p.m.
AGENDA**



Call to Order

Pledge of Allegiance

1. Approval of Minutes

- Council Minutes–July 21, 2015

2. Consent Agenda

- Minutes
 - Housing and Redevelopment Authority June 10 & July 8, 2015
 - Library Board – July 21, 2015
 - Street Committee – July 21, 2015
 - Community Center Commission – July 27, 2015
 - Emergency Services Committee – July 27, 2015

3. Department Heads

4. Southwest Minnesota Broadband Services - Master Service Agreement Amendment

5. MN DOT – Scoping Discussion

6. Disposition of Excess Equipment

7. New Business

8. Old Business

9. Regular Bills

10. Council Concerns

11. Adjourn



**Regular Council Meeting
Windom City Hall, Council Chamber
July 21, 2015
7:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Pro Tem Dominic Jones at 7:30 p.m.

2. Roll Call: Mayor Pro Tem: Dominic Jones
- Council Present: Brian Cooley, Paul Johnson, Bryan Joyce and JoAnn Ray
- Council Absent: Mayor Maricle
- City Staff Present: Steve Nasby, Administrator; Scott Peterson, Police Chief; Bruce Caldwell, Streets & Parks Superintendent; Aaron Backman, EDA Executive Director; Al Baloun, Recreation Director and Joe Audette, Liquor Store Manager

3. Pledge of Allegiance

4. Approval of Minutes:

Motion by Joyce second by Ray to approve the City Council minutes from June 16, 2015. Motion carried 5 – 0.

5. Consent Agenda:

Jones noted the minutes from the following Boards and Commissions.

- Parks & Recreation Commission – June 17, 2015 and July 15, 2015
- Telecom Commission – June 22, 2015
- Emergency Services Facility Building Committee – June 22, 2015
- Utility Commission – June 24, 2015 and July 13, 2015
- Economic Development Authority – June 25, 2015 and July 13, 2015
- Street Committee – July 9, 2015

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

Jones said that the license applications for BARC regarding an Amplification Permit and a Temporary Liquor License that require action.

Motion by Ray second by Cooley to approve an Amplification Permit for BARC on August 8, 2015. Motion carried 5 – 0.

Motion by Cooley second by Ray to approve a Temporary Liquor License for BARC on August 8, 2015. Motion carried 5 – 0.

Jones said that the license application for a business solicitation permit from Kevin Roark of Southwest sales requires action.

Motion by Johnson second by Joyce to approve a business solicitation permit for Kevin Roark as presented. Motion carried 5 – 0.

6. Department Heads:

Al Baloun, Recreation Director, said that one of the goals discussed is to enhance the youth soccer program and he is planning to advertise for a soccer coordinator position which would conduct the fall and spring program for children ages K-6 grades. The soccer program is self-supporting through the participation fees.

Also, the Recreation program is sponsoring the annual Twins baseball game trip next week with the Twins playing the Yankees. He noted that the trip is near sold out, but additional tickets may be purchased.

Joyce asked about youth participation in the Twins trip. Baloun replied that the kids do get an opportunity to be on the field and run the bases.

Baloun noted that the swimming pool survey data was included in the Council information packet. This is mostly raw data and more analysis will be done and the survey findings presented to the Council at a later date.

7. Night to Unite Proclamation:

Council member Joyce introduced the Resolution No. 2015-18 entitled “WINDOM’S NIGHT TO UNITE PROCLAMATION” and moved its adoption. The resolution was seconded by Ray and on roll call vote: Aye: Cooley, Johnson, Joyce, Jones and Ray. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

Chief Peterson accepted the proclamation and Jones thanked all of the emergency service personnel that are involved in the event.

8. Street Closure Request – Night to Unite Event – August 3, 2015:

Bruce Caldwell, Streets & Parks Superintendent, said that there is a request for a street closure for the Night to Unite event. The request is to close a one block section of 4th Avenue, between 9th and 10th Streets on August 3, 2015 from 4:30 pm to 7:00 pm. The Police Chief did not have any objection to the request nor did the Street Committee.

Motion by Ray second by Johnson to approve the street closure of 4th Avenue, between 9th and 10th Streets on August 3, 2015 from 4:30 pm to 7:00 pm. Motion carried 5 – 0.

9. Coalition of Greater MN Cities Presentation – Marty Seifert:

Marty Seifert, CGMC lobbyist, introduced himself and reviewed the CGMC legislative issues which included local government aid, workforce housing, broadband funding, wastewater issues and annexation. He noted much progress in discussing these items, but there were only limited funds awarded for broadband and workforce housing. No new money for local aid even though the Senate had proposed \$45 million. The CGMC was successful in the environmental agenda as it related to wastewater treatment plants and the impacts of state regulations. He noted the CGMC annual conference on July 22-24.

Joyce asked about the possibilities of local option sales taxes as a tool for cities. Seifert said that the tax conferee appointments will remain the same for the 2016 session so there may be some opportunities, but there is resistance from some legislators.

Jones asked about the transportation funding for cities under 5,000 population as those over that threshold receive automatic funds from the gas tax and those funds should go to other communities as well. Seifert said that there was a small allocation of funds for cities under 5,000 included in legislation. Nasby said Windom would be getting a piece of the money.

Nasby noted that Senator Weber and Representative Hamilton were assisting the CGMC priority issues. Seifert said that Representative Hamilton carried workforce housing legislation and that Senator Weber is getting an award from CGMC for his work.

Seifert said the presence of City officials and elected officials is key to getting issues discussed and encouraged continued participation. The Council thanked Seifert for the presentation and update.

10. Liquor Store – 2015 Capital Budget Re-allocation Request:

Joe Audette, Liquor Store Manager, said that he is requesting a reallocation of 2015 capital funds to upgrade the point of sale system the store uses for sales and inventory. The current system will not meet the new requirements for credit card information privacy when the October 2015 rules take effect. The new system will also have some other beneficial functional systems such as a time card, reporting functions and advertising. The liquor store would own the equipment and software. He solicited three quotes and reviewed them with the Liquor Committee. The recommendation is to use Zabinaki Business Services, Inc. The price of the POS is about \$11,000 and there was \$12,000 budgeted for interior door replacement, so he is proposing to put off the doors and do the POS.

Cooley said that he would support it as the store needs to be compliant with the new rules. Audette said that the City is liable for credit card fraud if there is a security breach.

Joyce said the Liquor Committee reviewed the proposal and he is supportive of the change.

Johnson said that the review of the proposal was good as there were a few changes in the POS and he too would support the budget change.

Motion by Johnson second by Ray to approve the reallocation of 2015 Capital Improvement funds for the Liquor Store from the interior door replacement to a POS as presented. Motion carried 5 – 0.

11. Economic Development Authority:

Aaron Backman, EDA Executive Director, noted that he has a number of items for the Council to consider so he will present them by project.

Cobblestone Hotel Project

Backman said that is a 43 room hotel project scheduled for construction in 2015-2016. The land sale from the EDA has been completed. There are infrastructure items to address for the development including a water main and sewer. The EDA and Utility Commission held a joint meeting to discuss the infrastructure and are recommending that the EDA pay for the sewer line as it is essentially a service line and the Water Department will cover the cost for the water main replacement. The total cost is \$131,000. Backman is requesting the Council designate Wenck Associates as the engineers and to approve the plans and specifications as well as calling for bids.

Motion by Coley second by Johnson to designate Wenck Associates as the project engineer for the proposed project. Motion carried 5 – 0.

Motion by Cooley second by Joyce to approve the plans and specifications for EDA River Bend Parcel 3. Motion carried 5 – 0.

Jones noted a resolution for the project with the engineer designation and plan approval. Nasby concurred that the resolution is the only action required and the prior motions are supportive in nature but the resolution is the formal action.

Council member Joyce introduced the Resolution No. 2015-19 entitled “RESOLUTION CALLING FOR PREPARATION OF PLANS AND SPECIFICATIONS FOR THE WATER MAIN AND SEWER LINE EXTENSIONS TO PARCEL 3 OF RIVER BEND CENTER” and moved its adoption. The resolution was seconded by Johnson and on roll call vote: Aye: Johnson, Joyce, Jones, Ray and Cooley. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

North Windom Industrial Park

Backman said that Ryan companies is in the process of purchasing land in the industrial park for the construction of a warehouse building for Toro on Lots 6, 7 and Out lot B. To accommodate the new building an extension of Commerce Boulevard and related infrastructure is needed. The improvements will include 875 feet of street, 750 feet of storm sewer and 500 feet of water and sewer lines. The total cost estimate is \$399,000. The construction of the warehouse is scheduled to start in August 2015 and be complete in January 2016. The EDA and Utility Commission also met to discuss and have recommended the project to move ahead. Funding would come from a State BDPI grant for 50% and the other funds would be EDA monies, TIF funds and water\sewer funds.

Council member Johnson introduced the Resolution No. 2015-20 entitled “RESOLUTION CALLING FOR PREPARATION OF PLANS AND SPECIFICATIONS FOR THE 2015 COMMERCE BOULEVARD EXTENSION PROJECT” and moved its adoption. The resolution was seconded by Joyce and on roll call vote: Aye: Jones, Joyce, Cooley and Johnson. Nay: None. Absent: None. Abstain: Ray. Resolution passed 4 – 0 - 1.

Joyce asked about the extension of telecom services. Backman said he has had a discussion with the Department Head about the project and there has been contact with Toro. Jones added that this project was brought up at the last telecom meeting.

Authorization of a BDPI Grant Application

Backman said that the State BDPI grant for infrastructure funds was successfully used for the initial industrial park development and he has had positive feedback from the State. These funds would be for \$199,500 which is half of the project cost with the City matching the other 50%. The local match was previously described.

Council member Joyce introduced the Resolution No. 2015-21 entitled “RESOLUTION AUTHORIZING SUBMISSION OF GRANT APPLICATION IN GREATER MINNESOTA BUSINESS DEVELOPMENT PUBLIC INFRASTRUCTURE (BDPI) PROGRAM” and moved its adoption. The resolution was seconded by Cooley and on roll call vote: Aye: Joyce, Cooley, Johnson and Jones. Nay: None. Absent: None. Abstain: Ray. Resolution passed 4 – 0 - 1.

TIF District 1-19 – New District

Backman said that a new TIF district for the North Windom Industrial Park covering lots 5, 6, 7 and out lot B is being proposed as part of the new warehouse project. These funds would assist the business and be eligible for the infrastructure costs. The existing TIF district in the park was created to cover only the west side of Commerce Boulevard. The new facility proposed size is 125,000 square feet with an option for expansion. The TIF deal would be for a pay-as-you-go process for 6 years up to \$300,000. The TIF district is to be set up in five weeks, which is a very short timeframe. The request is to call for a public hearing and the EDA has recommended approval.

Council member Johnson introduced the Resolution No. 2015-22 entitled “RESOLUTION CALLING FOR A PUBLIC HEARING BY THE CITY OF WINDOM ON THE PROPOSED MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1, AND THE PROPOSED ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 1-19 (NWIP – 2) THEREIN, AND THE PROPOSED ADOPTION OF THE TAX INCREMENT FINANCING PLAN THEREFOR” and moved its adoption. The resolution was seconded by Joyce and on roll call vote: Aye: Cooley, Johnson, Jones and Joyce. Nay: None. Absent: None. Abstain: Ray. Resolution passed 4 – 0 - 1.

Jones said the building will be attractive and impressive.

TIF District 1-2 Use of Funds

Backman said that there are some monies left in this pre-1990 TIF district that can be used for any eligible activity. He is requesting that \$15,000 be allocated from TIF 1-2 to the Prairie Meadow subdivision, which is the housing project between the school and EDA. The funds would be used to pay for engineering and platting costs. There would be 23 lots in the subdivision with 10 in Phase I and 13 in Phase II and the lots feature 100 foot widths and are .25 to .33 acres in size. The ISD 177 will own the lots until they are sold and the EDA will handle the land sales process. The Development agreement between the parties has been drafted and will be considered by the School and EDA. The financial advisor, Ehlers and Associates has determined this to be an eligible expenditure and the EDA is recommending approval of the request to use TIF 1-2 funds of \$15,000 for this project.

Council member Joyce introduced the Resolution No. 2015-23 entitled “RESOLUTION APPROVING USE OF TAX INCREMENT PROCEEDS FROM TIF DISTRICT NO. 1-2 FOR EXPENSES INCURRED RELATING TO PRAIRIE MEADOW SUBDIVISION” and moved its adoption. The resolution was seconded by Ray and on roll call vote: Aye: Johnson, Jones, Joyce, Ray and Cooley. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

Cooley said this is a good opportunity for housing and the partnership with the school is a positive action. Backman said the EDA as a partner will split some of the land sale proceeds with the school district.

Jones noted that the EDA and School Board will both need to provide final approval.

12. Fire Department Donations:

Jones said the Windom Fire Relief Association had donated funds for cabinets on Unit 20 in the amount of \$3,904.69. He thanked the department for the donation.

Council member Joyce introduced the Resolution No. 2015-24 entitled “AUTHORIZATION TO ACCEPT A DONATION FROM THE CITY OF WINDOM RELIEF ASSOCIATION FOR THE WINDOM FIRE DEPARTMENT” and moved its adoption. The resolution was seconded by Jones and on roll call vote: Aye: Jones, Joyce, Ray, Cooley and Johnson. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

Jones noted another donation from Schwartz farms in the amount of \$100 to the Windom Fire Department and thanked them for the money.

Council member Joyce introduced the Resolution No. 2015-25 entitled “AUTHORIZATION TO ACCEPT A DONATION FROM SCHWARTZ FARMS FOR THE WINDOM FIRE DEPARTMENT” and moved its adoption. The resolution was seconded by Jones and on roll call vote: Aye: Joyce, Ray, Cooley, Johnson and Johnson. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

13. Second Reading Ordinance 150, 2nd Series – Amending Chapter 118: Alcoholic Beverages:

Nasby said there were three different areas that are being presented for discussion. The first on changing the start of on-sale times was requested by a liquor license holder and the other two relating to number of licenses and temporary sales. This was previously discussed and Council directed staff to prepare Code amendments for their consideration.

Motion by Joyce second by Ray to approve the 2nd Reading of Ordinance 150, 2nd Series. Motion carried 5 – 0.

14. Personnel Committee Recommendations:

Jones noted the Personnel Committee had met and had several recommendations for action.

Employee Assistance Program

Nasby said that through our health care provider (Blue Cross Blue Shield) the City has the opportunity to make employee assistance services (e.g. mental health counseling, dependency counseling, etc. available to our employees for a minimal cost. The cost to the City is \$250 – \$360 covering all of the employees that have health coverage. If the City Council makes this available we would ask that a letter of understanding from the unions.

Nasby said a wellness committee of three employees had been formed to take advantage of free wellness services from Blue Cross Blue Shield and our administrator SW\WC Coop and this information was provided to him by Chelsie Carlson, Finance Director\Controllor. The other members of the wellness committee are Leesa Arndt (IBEW rep) and Dana Wallace (LELS rep).

Motion by Johnson second by Joyce to approve an Employee Assistance Program through the health insurance provider contingent on approval and agreement with IBEW and LELS. Motion carried 5 – 0.

Ambulance Director Time and Salary

Jones said that this matter had been brought this to the Committee's attention about all the hours that the Ambulance Director is putting into operating the service. He asked Tim Hacker, Ambulance Director, to keep a daily log of his activities when not officially "on call". These duties and time spent are in addition to his on-call time which is compensated differently. At present, the Ambulance Director is compensated about \$150 per month for those duties. The Committee's recommendation would be to increase the Ambulance Director compensation to \$525\month. He also noted that as the rules and responsibilities for this position increase the need for a full time director may not be too far into the future and another community already has a full time person.

Nasby added that the fire chief's compensation would also be looked at as well.

Motion by Cooley second by Joyce to recommend to approve the Ambulance Director's pay increase to \$525 monthly. Motion carried 5 – 0.

Finance Director\Controller – Step Increase

Nasby said that due to the outstanding initiative Chelsie Carlson, Finance Director\Controller, has shown in undertaking changes to the audit process (saving the City money) and taking on the re-invention of the telecom service offerings the committee is recommending that she be advanced an additional one step in the pay plan. He added that her efforts are going above and beyond to help the City. He noted that Carlson's work anniversary was May 29th where she received the normal one-step advancement from Grade 21, Step 9 to Grade 21, Step 10. If an additional step were approved this would take her to Grade 21, Step 11 and be retro-active to May 29, 2015.

Motion by Cooley second by Ray to approve moving Chelsie Carlson, Finance Director\Controller to Grade 21, Step 11 effective May 29, 2015. Motion carried 5 – 0.

Streets & Parks Department Maintenance

Jones said that an employee evaluation for Jon Ketzenburg that was completed by his Supervisor, Bruce Caldwell, Streets & Parks Superintendent. Jones said that Caldwell is requesting a two-step advancement for Ketzenburg to Grade 6B, Step 8 instead of the normal one step annual adjustment of due to his superior work ethic and job performance.

Motion by Joyce second by Cooley to approve a two-step advance to IBEW Grade 6B, Step 8 effective July 15, 2015 for Jon Ketzenburg, Streets & Parks Department. Motion carried 5 – 0.

15. New Business:

None.

16. Old Business:

Joyce said that the Telecom department is working on wireless access for the Windom Recreation Area, Island Park and the Arena. The adopt-a-park program is up and running and the Parks & Recreation Commission is currently discussing ideas for a dog park. The annual cook out went well. There were six picnic tables stolen from the parks so if anyone has information please call the police. Joyce asked about the security system progress. Nasby replied that the vendor is to start the project at the end of July or in August.

Jones noted that the Council had received an update memorandum on the status of the nuisance ordinance and proposed timing for Council action being shown as September.

17. Regular Bills:

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

Preliminary

18. Council Concerns:

Ray reminded property owners that spring clean-up has concluded and items should not be left out on yards.

Ray encouraged property owners to clean up any remaining tree branches as the City will not be collecting piles on boulevards.

Joyce said that the Coffee with Council had been rescheduled to July 25 and will be held at the River City Eatery from 9-10:30 am.

19. Adjournment:

Mayor Pro Tem Jones adjourned the meeting by unanimous consent at 9:15 p.m.

Dominic Jones, Mayor Pro Tem

Attest: _____
Steve Nasby, City Administrator

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

June 10th, 2015 ~ 4:00 pm

A regular meeting of the Board of Directors was held on Wednesday, June 10, 2015, in the Hillside Manor Community Room. Board Members present: Frank Dorpinghaus, Margaret McDonald, Linda Jaakola and Ronda Renee Koch. Also present were: Executive Director, DeeAnna Bakken and Director of Operations, Connie Clausen and Hillside Liaison, Audrey Knuth. Absent: Jens Hansen and City Liaison, Bryan Joyce.

The meeting was called to order at 4:05 p.m. with the consent agenda approved (Koch/McDonald) which included the minutes of the previous meeting, the utility and balance reports.

Open Forum: Scheduled Guests: None

Old business consisted of:

1. The current balance of all Hud and Non-Hud accounts were given.
2. An update on the progress of the POHP grant was given by the Executive Director. She recently received training on the grant reports at the MN NAHRO conference. Bids are expected to go out in winter of 2016 after the report approval and loan closing.
3. The contract has been signed with Brunton Architects & Engineers for the Wall Project at Riverview Apartments after all changes requests were made. The board ratified this contract upon approval (Jaakola/McDonald).
4. An update on the Mailbox/Office Project was given. There have been two change orders due to items found in the construction but not listed in the blue prints. The total of the change orders was less than \$3,000. The original completion date of June 30, 2015 is not going to be met due to the change orders but is expected to be complete by mid-July.
5. This Hillside Porch Project is ready to move forward with bid opening set for July 7, 2015, and will be reviewed at the next board meeting on July 8, 2015. The bids will be written with three options of work to be done. We are expecting an estimated start date on this project of July 20, 2015.
6. The new vending machine at Riverview is now in place and operational. This new machine is now owned by the Windom HRA.
7. A beautification project of the outside of Riverview Apartments is currently taking place. We are doing some painting and adding mulch to the front of the building. There will also be a new privacy fence put in place to block the view of the air conditioner unit (and access to) in the front of the building.
8. DeeAnna Bakken, Executive Director at Windom HRA has been elected NCRC president and will officially take office October 1, 2015.

New Business consisted of:

1. Adam Gorden, maintenance staff, has returned to work effective May 18th and is busy helping us get caught up on projects.
2. There is an ACOP training coming up in July in Pipestone for Connie Clausen, Director of Operations. This is a five day training session. The cost of the training is \$2,000 and can possibly be split with the Jackson HRA. A motion was made and approved to make a one-

time increase to the travel budget up to \$2,000 to accommodate the upcoming ACOP training (Koch/McDonald).

3. The Executive Director reported the FASS submission is complete and approved.
4. Staff is currently working on a rejuvenation project in the common areas at Riverview Apartments. This project will include areas being re-painted and re-decorated. The expenses will be covered through regular bills.
5. We had a bid opening on June 5, 2015 for an Insurance RFP. Bids received were from Bank Midwest and HAIG. After reviewing pricing and information, a motion to accept the bid from Bank Midwest Insurance was approved (Koch/McDonald).
6. The current bills report including the insurance bills was presented and approved (Koch/Jaakola).
7. Our annual audit is scheduled for June 22, 2015.
8. Upcoming board meetings: Wednesday, July 8th (Riverview) and Wednesday, August 12 (Hillside).

With no further business, the meeting was adjourned at 4:55 pm (McDonald/Jaakola).

Frank Dorpinghaus, Chairman

DeeAnna Bakken, Executive Director

REGULAR MEETING OF THE HOUSING AND REDEVELOPMENT AUTHORITY OF WINDOM, MN
July 8th, 2015 ~ 4:00 pm

A regular meeting of the Board of Directors was held on Wednesday, July 8, 2015, in the Riverview Apartments Community Room. Board Members present: Frank Dorpinghaus , Margaret McDonald, Linda Jaakola and Jens Hansen. Also present were: Executive Director, DeeAnna Bakken and Director of Operations, Connie Clausen and Hillside Liaison, Audrey Knuth, and City Liaison, Bryan Joyce. Absent: Resident Board Member, Ronda Renee Koch.

The meeting was called to order at 4:05 p.m. with the consent agenda approved (McDonald/Jaakola) which included the minutes of the previous meeting, the utility and balance reports.

Open Forum: Scheduled Guests: None

Old business consisted of:

1. An update on the progress of the POHP grant was given by the Executive Director. A new asbestos evaluation is needed for the grant financing. The next step is to complete and send out an RFP for the asbestos evaluation which will be done after the meeting with Brunton Architects on July 7, 2015.
2. The Office/Mailbox Project is expected to be complete in the next 5-7 days. The new mailboxes at each location will be put into use on July 14, 2015. The Executive Director presented two change orders for this project that need to be approved. One change order is for materials for the relocation of the telephone junction box and wiring and adding a lock to the window for the Director of Operations office window. The second change order is for labor to relocate an exterior wall hydrant and to relocate the telephone junction box and wiring. A motion to approve the two change orders totaling \$3,524.00 was made and approved (Jaakola/McDonald).
3. Bid opening for the Porch Project at Hillside Manor was Tuesday, July 7, 2015 at 10 am in the Riverview Apartments Community Room.
4. The beautification project of the outside of Riverview Apartments continues to be worked on. The cost of this project is coming out of operating funds.
5. We will be doing some updating of the interior community areas on each floor at Riverview Apartments in the near future. The project will consist of new paint and decorations on each floor of the elevator landings.
6. The Windom Citizen recently interviewed the Executive Director regarding her appointment as President of NCRC. The article is expected out soon.
7. The Director of Operations will be gone to ACOP training August 31, 2015 – September 4, 2015. The office will be closed during this week.

New Business consisted of:

1. The Hillside Porch Project Bid Opening was Tuesday, July 7, 2015. Two contractors were present with bids. After reviewing the bids, the Executive Director recommends approving the base bid for replacing the existing structure and railings, plus option #1 to in-fill the cement walkway between the existing structures and option #4 to replace the lighting in the existing structure. It was also recommended to include change order options of #1: adding a

railing to the new in-filled cement walkway or #2: add a patio area off the new in-filled cement walkway with a pergola structure. The project would be under budget with either of the suggested options. A motion was made and approved to accept the recommendation of doing the base bid with option #1 and option #4 and the change order to add the patio area with the pergola structure (Jaakola/McDonald).

2. Our annual audit was completed on June 22, 2015. We are currently waiting for the results.
3. Current Resident Board Member, Ronda Renee Koch, has given her resignation effective July 31, 2015. The Executive Director recommends sending notice to all residents requesting interested parties contact the office to let their interest in this position be known.
4. The Executive Director reported the final P&E (Performance & Evaluation) report has been submitted to close-out CFP 2013.
5. A discussion took place regarding local lawsuits on disability issues.
6. Upcoming board meetings: Wednesday, August 12 (Hillside) and Wednesday, September 9 (Riverview).
7. The Executive Director presented a picture of the inside of a water pipe from Riverview Apartments. This picture was taken during the Office/Mailbox Project and was presented to make the board aware of the condition of the building pipes.

With no further business, the meeting was adjourned at 5:00 pm (McDonald/Hansen).

Frank Dorpinghaus, Chairman

DeeAnna Bakken, Executive Director

Windom Library Board Meeting

Windom Library

Tuesday, July 21, 2015

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, Terri Jones, Beth Fleming Steve Fresk,

John Duscher, Anita Winkel

Members Absent: Barb Henning

Library Staff Present: Dawn Aamot

City Council Member Present: None

3. Agenda and Minutes:

Motion by Anita Winkel and seconded by Beth Fleming to approve the amended Agenda and the Minutes.

4. Financial Report:

Dawn reviewed the Financial Report.

Motion by Terri Jones and seconded by Steve Fresk to accept the Financial Report.

5. Librarians Report:

Dawn reported that the library continues to be busy. She is weeding both non-fiction and fiction books. The fiction shelves are really full and room needs to be made. This Friday and Saturday, Windom merchants are having a Black Friday sidewalk sale. Dawn will fill all library carts with discarded and donated books for a mini book sale. A large sign will be on the sidewalk advertising the sale. The board noticed that VHS tapes were in the discard pile and it was asked if VHS tapes were still being checked out. Dawn said that VHS tapes and books on tape were still checked out regularly. The program on June 25 featuring henna artist, Judy Ostrowski, was attended by 20 people. All those attending that wanted to participate left with some body artwork. Favorable comments were made by all. This program was funded by MN Legacy Funds. Dawn noted that this was the same night as the Riverfest Pageant. Pint Size Polka program, also funded by Legacy funds, on June 29 at the Community Center had a small turnout. Dawn noted that events that are held away from the library have a history of poor attendance. The summer reading program continues. Make and Take Craft Mondays have not been well attended. Dawn and Nancy will consider other options for this in the future. On August 12, onceuponareader.org will be presenting a Moo Trunk Show featuring the book "Moo". On Friday, July 24 the library will have a "Book Walk" around the square. Poster boards with each page of the story, "Moo", will be placed around the square. At the end of the story, participants will be invited to come to the library for string cheese.

A motion by Beth Fleming and seconded by Kathy Hiley to accept the librarian's report.

6. Old Business:

Dawn reported that she had a response from Barry Petit and Michelle Brichon to some of the board's questions. The board asked if both entry doors needed to be handicap accessible and they responded that the

side door should be sufficient. Addressing the question as to whether existing library furnishings could be used in the new plan, their response was that a furniture inventory would be made in Phase 2. They do try to use existing furnishings when it is possible. Barry and Michelle are waiting to hear if our board wishes to proceed to Phase 2. The board so desires, so Dawn will let them know.

7. New Business:

A 2016 budget increase request will be presented to the County Commissioners on Aug. 4. The libraries in Cottonwood County are all city libraries and most of the funding comes from city taxes. The county's contribution is less than one cent per capita. Cottonwood County will be asked to increase their library budget by 8%. In addition, the Plum Creek Outreach, formerly the Bookmobile, is desperately in need of a new van. Attending the August 4 meeting will be the library directors from Windom, Westbrook and Mountain Lake and the new Plum Creek director, Jim Trojanowski. In August, Dawn will begin working on the library's 2016 budget.

8. New Book Suggestions:

Book suggestions were given to Dawn.

9. Adjourn:

Motion by Steve Fresk, seconded by Anita Winkel to adjourn.

Meeting adjourned at 5:40 p.m.

Respectfully submitted,

**STREET COMMITTEE
MINUTES JULY 21, 2015**

Call to Order: The meeting was called to order at 9:15 P.M. in the Council Chambers

Members Attending: Committee Members Attending - Brian Cooley & JoAnn Ray

City Staff Present: Street Superintendent Bruce Caldwell

Public: None

1. Request for Vacation of Les Avenue

The property owner at 1310 20th Street requested the vacation of the undeveloped Plotted Street named Les Avenue. This property owner stated they want to build a deck on their residence and add a security fence which would be within the right-of-way of Les Avenue if approved. The committee reviewed the rules for vacation of city streets, the reason the property owner stated did not meet the requirements to vacate the street. Also the committee stated due to the possibility of future development in the north part of town the construction of Les Avenue would be an alternative access to that area.

Following review the Street Committee Denied this request.

2. County Property on County Road 13 (City of Windom Compost Site Area)

The county is deliberation on vacating a land parcel where our compost site is currently at. City Administrator Steve Nasby has been working with JinYeene Neumann from Cottonwood County concerning some questions. Mr. Nasby stated in an email to Neumann the city would be interested in taking over ownership if the county would supply any information concerning possible soil contamination or if they have done any soil borings to see if there was any contaminations submit that as well to us. If there would happen to be some contaminates the city would not want to be liable for any removal. If this site becomes unavailable to the city we would have to find an alternative location for the compost site and also we have a big concern as the street department dumps and bury the street sweepings at this site. This site would be a great area for the street department to store items such as crush concrete, gravel, storm sewer items & miscellaneous supplies.

3. Weed Control Officer; Caldwell discussed with the committee that due to the changes in the Public Nuisance Ordinance which weed control is outlined he believes the duties of this position should be under the Planning and Zoning Officer and not the Street or Parks Superintendent. The Planning and Zoning Office has all the state and city rules and guidelines and they handle all written complaints in their office then they forward those to the street superintendent. When Caldwell was promoted to Street and Parks Superintendent this duty was automatically given to him. Caldwell says his duties should only involve items within road right-of-ways and city parks anything on private properties should be under the zoning office. The committee agrees to this so this will need to be address to the City Administrator and City Council for further review.

4. Other Item Discussed; Caldwell stated he is looking into retirement in the near future and they discussed some severance items that will need to be reviewed with the personnel committee. The Street Committee members stated they feel the severance items are reasonable for consideration. Caldwell currently has been the Street/Parks Superintendent since 2001, employed with the city since April of 1978 totaling 38 years in the spring of 2016. Caldwell has been working with the current department foreman providing him more opportunities to do office duties that relates to the department heads position.

5. Meeting adjourned at 9:50 p.m.

Community Center Commission Minutes
Monday July 27, 2015

1. Call to Order: The meeting was called to order by Secretary Linda Stuckenbroker at 5:40 p.m.

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

3. Approval of Minutes:

Motion by Kelly Woizeschke, seconded by Lenny Thiner to approve the May 18, 2015 Community Center Commission Minutes. Motion passed 3-0.

4. Additions to the agenda:

Special Guest Dane Nielsen approached Commission about sponsorship or partnership for \$10,000.00 over 5 years for advertising on video/scoreboard in WAHS Gym
Commission tabled for further review

5. President's Report:

Nothing to Report

6. Director's Report:

- a. Scissors lift purchase for \$5,000.00
- b. Outdoor Activity-working with Fire Chief Dan Ortmann for a family orientated activity
- c. Budget-working on how to present to City Council free usage is being documented and will be presented as well
- d. Capital Outlay-lights dim and obsolete in gym, \$9,000.00 for new LED lighting directional lights and for a used Toro Groundsmaster lawn mower

7. Resource Management:

Schedule of Events: Reviewed Schedule of Events

Income & Expense: Reviewed Income and Expense

8. Miscellaneous:

Nothing to Report

9. Open Forum:

Nothing to Report

10. Next Meeting:

Monday August 24, 2015 @ 5:30 pm

Adjourn:

Motion by Kelly Woizeschke, seconded by Lenny Thiner, to adjourn the meeting at 6:20pm. Motion carried 3-0.

Wayne Maras, WCC President

Linda Stuckenbroker, WCC Secretary

Attest: _____
Brad Bussa, WCC Director

Emergency Services Building Committee Minutes

July 27, 2015

The Windom Emergency Services Building Committee met on July 27, 2015, at 5:30 p.m. in the Windom Fire Hall meeting room. Members present were Dan Ortmann, Mark Stevens, Tim Hacker, Jim Axford and Brian Cooley. City Staff Steve Nasby and Denise Nichols. Absent: Mayor Corey Maricle, Gary Olson, and Kevin Heggeseff. Also present were Corey Brunton, Aaron Wockenfuss and Malini Foobalan from Brunton Architects, public present were Dirk Abraham, KDOM Radio, 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 Hacker, seconded by Stevens, to approve the Minutes of the June 22, 2015, meeting as written. Ayes – 4, Nays – 0.**

Brian Cooley arrived at 5:40

3. **Review Preliminary Space Needs Analysis** – Corey Brunton from Brunton Architects reviewed with the Committee the Space Needs Analysis. The analysis was previously emailed to Committee members for review. The only changes requested by the Committee members were to add a storage room for the Ambulance Department and to increase the size of office for the Ambulance Director. The Committee did not have any additional changes to the analysis. Based on the space analysis the facility would require 18,000 – 19,000 square feet.
4. **Review Block Design** – Four designs concepts were reviewed by the Committee. The Committee discussed the site inventory and locations of the facility on the site. The site was evaluated by Brunton for building orientation, elevation, sun, wind and existing vegetation. The site plan could incorporate the memorial bench on the site as sculptured art. State bonding funds would require 1% of the funds be used for art. The Committee discussed the existing trees on the site including the age, removal and replacement.

The Committee agreed that the building must be designed for the following:

- a. Fire vehicles need to exit the site on 10th Street.
- b. Ambulance storage and supply rooms should be close to ambulance bays.
- c. Ambulance and fire bays should be separate.
- d. Sleeping quarters should be upstairs.
- e. Compressor must be housed in a second enclosed area to reduce noise.

After reviewing the design concepts the Committee selected concept A with the following modifications.

- a. Move the wash bay next to the ambulance bays and change to a drive thru wash bay.
- b. Move kitchen to opposite corner of meeting/training room.
- c. Fire Chief Office closer to meeting room on first floor.

5. **Other Business** – Corey Brunton discussed the overhead power lines and the transformers on the site. It was noted that plans are underway to bury the overhead lines. These lines will be placed in the street right-of-way. Brunton noted that the two transformer boxes located on the site could be an issue. He was directed to contact the Electric Superintendent Brent Brown to consider possible solutions to move the boxes.
6. **Next Meeting Date** – The next meeting date is August 17th at 5:30 p.m. in the City Council Chambers.
7. **Adjourn – M/S/P: Motion by Axford, seconded by Hacker, to adjourn the meeting. Ayes –5, Nays – 0.**

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 *SN*

DATE: July 30, 2015

RE: Amendment to Master Services and Management Agreement between the City of Windom and Southwest Minnesota Broadband Services

In November 2014 the City and Southwest Minnesota Broadband Services (SMBS) entered into an Agreement for telecom services (see attached Agreement). A discrepancy was discovered in February 2015 as to the amount being charged to SMBS for set-top boxes.

The amount being charged per set-top box license per month to SMBS was \$1.00 instead of the \$3.00 per set-top box per month as shown in the Agreement. This pricing issue was brought to the Windom Telecom Commission in February 2015 for discussion (see attached minutes). It was determined that due to a last minute change in how SBMS and Windomnet coordinate the purchase of the set-top boxes the correct amount should be the \$1.00 per box per month that was being charged and the Agreement (Exhibit D) showing the \$3.00 charge is incorrect.

Correspondence was sent to SMBS about the billing issue and a proposed solution. After additional discussion with SMBS and the Windom Telecom Commission in June 2015 a resolution was reached on the pricing. As such, a formal amendment to the Agreement in Exhibit D is needed to reflect the correct \$1.00 per set-top box license, per month fee.

Requested Action: Approval of an amendment to Exhibit D to show a set-top licensing fee as \$1.00.

Master Services and Management Agreement

Between

The City of Windom, Minnesota

And

Southwest Minnesota Broadband Services

This Master Services and Management Agreement ("Agreement") is entered into by and between the City of Windom, a Minnesota municipality (Windom) and Southwest Minnesota Broadband Services, a Minnesota non-profit corporation ("SMBS"), as of the date first written below.

WHEREAS, the Windom has authority from the Minnesota Public Utilities Commission ("Commission") to operate as a telecommunications carrier within the State of Minnesota and is currently providing local and long distance telecommunications services in the southwestern Minnesota, and

WHEREAS, Windom is currently providing cable television and high-speed internet access services in the southwestern Minnesota, and

WHEREAS, Windom has the capacity to provide telecommunications, cable television, and internet access services at wholesale and wishes to do so, and

WHEREAS, SMBS wishes to obtain local and long distance telecommunications, cable television, and internet access services from Windom, and

WHEREAS, Windom has experience in managing the operations of its telecommunications, cable television, and internet access services and wishes to provide operational services to third parties; and,

WHEREAS, SMBS wishes to obtain management services from Windom,

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Agent" means contractors, consultants and other advisors working on behalf of either party
- 1.2 "Commission" means the Minnesota Public Utilities Commission.
- 1.3 "End User Customer" is a Person to whom a Party provides or has agreed to provide a specific service or set of retail services.
- 1.4 "Day" means calendar days unless otherwise specified.
- 1.5 "Party" means either Windom or SMBS and "Parties" means Windom and SMBS.
- 1.6 "Person" is a general term meaning as individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

- 1.7 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- 1.8 "Telecommunications Carrier" means any provider of Telecommunications Services.
- 1.9 "Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.10 "Cable Television Services" means a system that (1) provides the service of the receiving and amplifying (i) programs broadcast by one or more television stations and (ii) other programs originated by a person operating a cable communications system or by another person, and (2) distributes those programs by wire, cable, microwave or other means, regardless of whether the means are owned or leased, to persons who subscribe to the service..
- 1.11 "Internet Access Services" means a system that provides internet access including backbone network access, Internet Protocol addressing, e-mail and security services.

2. GENERAL TERMS AND CONDITIONS.

- 2.1 **Term and Renewals.** The initial term of the Agreement will be for five years from the date first written below, unless terminated under the provisions of Section 16 below. This Agreement will automatically renew for Two (2) additional terms of three years each, unless not later than nine months prior to the end of a term, one party gives notice in writing to the other that it will not consent to an additional term.
- 2.2 **Services.** Windom will provide and SMBS will purchase the services set out on Exhibits A, B, C and D attached hereto and made a part of this Agreement.
- 2.3 **Changes to Services.** The parties may from time to time mutually agree to modify the services being provided and purchased under this Agreement, and will replace Exhibits A, B, and/or C with revised Exhibit (s), which will become a part of this Agreement going forward from the date of such replacement.
- 2.4 **Pricing.** Prices for the services which SMBS purchases will be as set out on Exhibit E attached hereto and made a part of this Agreement.
- 2.5 **Changed in Pricing.** The prices set out in Exhibit D will be fixed for the first three years of this Agreement. Thereafter, Windom may only increase prices by mutual agreement

of both parties; Windom may at any time decrease a price on Exhibit B by giving SMBS 30 day's written notice of that decrease.

- 2.6 Independence. Each party is solely responsible for the services it provides to its End Users. This provision is not intended to limit the liability of either party for its failure to perform under this Agreement.

3. PAYMENT.

- 3.1 Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice ("Payment Due Date"). If Payment Due Date falls on a Sunday, or on a holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Sunday or holiday.
- 3.2 With the Commissioner's permission, Windom may disconnect services provided under Exhibit A for failure by SMBS to make full payment, less any good faith disputed amount as provided for in Section 26 of this Agreement, for the relevant services provided under this Agreement within sixty (60) days following the payment due date. Windom will notify SMBS at least thirty (30) business days prior to disconnection of the service(s). In case of such disconnection, all undisputed charges, including termination charges, shall become due.
- 3.3 Windom may disconnect services provided under Exhibits B or C for failure by SMBS to make full payment, less any good faith disputed amount as provided for in Section 26 of this Agreement, for the relevant services provided under this Agreement within sixty (60) days following the payment due date. Windom will notify SMBS at least thirty (30) business days prior to disconnection of the service(s). In case of disconnection, all applicable undisputed charges, including termination charges, shall become due.
- 3.4 Should SMBS dispute, in good faith, any portion of the charges under this Agreement, the Parties will notify each other in writing within fifteen (15) days following the payment due date identifying the amount due. Both Parties agree to expedite the investigation of any disputed amounts, promptly provide reasonably requested documentation regarding the amount disputed, and work in good faith in an effort to resolve and settle the dispute through informal means prior to invoking any other rights or remedies.
- 3.5 If SMBS disputes charges and does not pay such charges by the payment due date, such charges may be subject to late payment charges. If the disputed charges have been

withheld and the dispute is resolved in favor of Windom, SMBS shall pay the disputed amount and applicable late payment charges no later than the next Bill Date following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of SMBS, Windom shall credit SMBS' bill for the amount of the disputed charges and any late payment charges that have been assessed no later than the next Bill Date after the resolution of the dispute.

3.6 If SMBS pays the charges disputed at the time of payment or at any time thereafter, and the dispute is resolved in favor of SMBS, Windom will adjust the Billing, within on Billing cycle after the resolution of the dispute, as follows:

3.6.1 bill for the disputed amount and any associated interest; or

3.6.2 If the disputed amount is greater than the bill to be credited, pay the remaining amount to SMBS

3.6.3 The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, will any late payment charges be assessed on any previously assessed late payment charges.

3.6.4 If SMBS fails to dispute a rate or charge within sixty (60) days following the invoice date on which the rate or charge appeared, adjustment will be made on a going-forward basis only, beginning with the date of the dispute.

3.7 SMBS shall be responsible for notifying its End User Customers of any pending disconnection of service, if necessary, to allow those End User Customers to make other arrangements for such services.

4. **TAXES.** Any federal, state or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, to the extent a sale is claimed to be for resale tax exemption, SMBS shall furnish Windom a proper resale tax exemption certificate. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied.

5. **INSURANCE.** Each Party shall at all time during the term of this Agreement, at its own cost and expense, carry and maintain all insurance required by law and Commercial General Liability insurance covering claims for bodily injury, death, person injury or property damage and contractual liability with respect to the liability assumed by each Party hereunder. The limits of

insurance shall not be less than \$1,000,000 (one million dollars) each occurrence and \$2,000,000 (two million dollars) general aggregate limit. Upon request each Party will provide a certificate of insurance evidencing coverage. Such certificate shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate.

6. **FORCE MAJEURE.** Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without that Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.
7. **LIMITAION OF LIABILITY.**
- 7.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to SMBS under this Agreement during the contract year in which the cause accrues or arises.
- 7.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues,

lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

- 7.3 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors, or employees.
- 7.4 Nothing contained in this Section shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section limit a Party's liability for failing to make any payment due under this Agreement.
- 7.5 Windom shall take reasonable steps to protect and preserve any of SMBS equipment which is housed in Windom or City of Windom property and notwithstanding the other provisions of this Section 7, Windom shall be liable for all loss or harm to such SMBS equipment occurring as a result of Windom's acts or failures to act, but shall have not liability for loss or harm to such SMBS equipment in the case of natural disaster, third party theft, or acts of God. As part of its insurance obligations under Section 5 above, SMBS shall obtain and keep in place insurance adequate to fully replace such such equipment in the event of a loss or harm.

8. INDEMNITY.

- 8.1 The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:
- 8.1.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expensed (including attorneys' fees), whether suffered, made instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of

or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

8.1.2 In the case of claims or loss alleged or incurred by the End User Customer of either Party arising out of or in connection with services provided to the End User Customer by the Party, the Party whose End User customer alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's End User Customers regardless of whether the underlying service was provided or was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

8.2 The indemnification provided herein shall be conditioned upon:

8.2.1 The Indemnified party shall promptly notify the Indemnifying Party of any action taken against the Indemnified party relating to the indemnification. Failure to do notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying party's ability to defend such claim.

8.2.2 If the Indemnifying party wishes to defend against such action, it shall give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the

defense of any such action and the relevant records of each Party shall be available to the other party with respect to any such defense.

- 8.2.3 In no event shall the Indemnifying party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified party. In the event the Indemnified party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified party against, any cost or liability in excess of such refused compromise or settlement.

9. INTELLECTUAL PROPERTY.

- 9.1 Nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either party. Nothing in the Agreement shall be construed as the grant to the other party of any rights or licenses to trade or service marks. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of the separate agreement between the Parties.
- 9.2 Subject to Section 8, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the Indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the intellectual property rights of any third party. In addition to being subject to the provisions of Section 8, the obligation for indemnification recited in this paragraph shall not extend to infringement which results from (a) any combination of the facilities or services of the Indemnifying Party with facilities or services of any other Person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying party or (b) any modification made to the facilities or services of the Indemnifying party by, on behalf of or at the request of the Indemnified party and not required by the indemnifying party. In the event of any claim, the Indemnifying party may, at its sole option (a) obtain the right for the

Indemnified Party to continue to use the facility or services; or (b) replace or modify the facility or service to make such facility or service non-infringing.

- 9.3 If the Indemnifying Party is not reasonably able to obtain the right for continues use or to replace or modify the facility or service as provided in the preceding sentence and either (a) the facility or service is held to be infringing by a court of competent jurisdiction or (b) the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying party shall notify the Indemnified party and the parties shall negotiate in good faith regarding reasonable modifications to the Agreement necessary to (1) mitigate damage or comply with an injunction which may result from such infringement or (2) allow cessation of further infringement. The indemnifying party may request that the Indemnified party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.
- 9.4 Windom shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to Windom in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for SMBS to use such facilities and services as contemplated hereunder and at least in the same manner used by Windom for the facilities and services provided hereunder. Windom shall notify SMBS immediately in the event that Windom believes it has used its best efforts to obtain such rights, but has been unsuccessful in obtaining such rights.
- 9.5 Windom will not enter into any licensing agreements with respect to any Windom facilities, equipment or services, including software, that contain provisions that would disqualify SMBS from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of the Agreement. Windom warrants that it has not and will not knowingly modify any existing license agreements for any network facilities, equipment or services, including software, in whole or in part for the purpose of disqualifying SMBS from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of the Agreement. To the extent that providers of the facilities, equipment, services or software in Windom's network provide Windom with indemnities covering intellectual property liabilities and

those indemnities allow a flow-through of protection to the third parties, Windom shall flow those indemnity protections through to SMBS.

- 9.6 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its Affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; 3) the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates.

10. QUALITY OF SERVICE.

- 10.1 The services which Windom provide SMBS for resale shall be at least equal in quality to those services which Windom provides itself and its retail End User Customers, and shall be delivered and provided to SMBS in substantially the same time and manner that they are delivered and provided to Windom's own retail End User Customers. Windom shall provide services to SMBS under Exhibit A in accordance with the Commission's retail service quality requirement, if any. Windom further agrees to reimburse SMBS for credits or fines and penalties assessed against SMBS as a result of Windom's failure to provide service to SMBS, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by Windom as part of a performance assurance plan, and further subject to the following provisions:
- 10.2 Windom shall provide service credits to SMBS for resold services under Exhibit A in accordance with the Commission's retail service requirements that apply to Windom retail services, if any.
- 10.3 In no case shall Windom be required to provide duplicate reimbursement or payment to SMBS for any service quality failure incident.
- 10.4 Performance standards are set out on Exhibit A-1 of this Agreement. Any subsequent changes to these standards shall be incorporated into Exhibit A-1 only by agreement of the Parties or by operation of law or Commission order.

11. BILLING.

- 11.1 Windom shall bid SMBS and SMBS will be responsible for all applicable charge for services provided hereunder.

- 11.2 Windom shall provide SMBS, on a monthly basis, within seven (7) to ten (10) days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format (1) a summary bill, and (2) individual End User customer sub-account information in form and content as mutually agreed upon by both parties.
12. **MAINTENANCE AND REPAIR.** Windom will maintain its facilities and equipment used to provide SMBS with services under this Agreement. SMBS may not rearrange, move disconnect or attempt to repair Windom's facilities or equipment, including facilities or equipment that may terminate or be located at SMBS's End User Customer's premises, other than by connection or disconnection to any interface between Windom and the End User Customer's facilities, without the written consent of Windom. Specific provisions related to maintenance and repairs are set out in Exhibit C to this Agreement.
13. **NETWORK SECURITY.**
- 13.1 **Protection of Service and Property.** Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property.
- 13.2 Each Party is responsible to provide security and privacy of communications.
- 13.3 Each Party's employees, agents or representatives must secure its own portable test equipment and spares, and shall not use the test equipment or spares of the other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted.
- 13.4 Each Party is responsible for the physical security of its employees, agents or representatives.
- 13.5 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other party, prompt notification will be given to the damaged Party by verbal notification between the parties' technicians at the site or by telephone to each party's 24 c 7 security numbers.
- 13.6 **Revenue Protection.** Windom shall make available to SMBS all present and future fraud prevention or revenue protection features employed by Windom.
14. **WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY**

AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS. This provision shall not serve to eliminate, or otherwise limit, the Parties' quality of service obligations pursuant to applicable Minnesota law, including Minnesota Rules 7812.0700, and 7810.0100 to 7810.6100, and those set out in Exhibit C hereto.

15. ASSIGNMENT.

15.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control without the consent of the other party, provided that the performance of the Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns. The Party making the assignment shall be responsible for notify the Commission no less than sixty (60) days in advance of the effective date of the assignment and securing any required approval(s) from the Commission.

15.2 In the event that Windom Transfers to any unaffiliated party exchanges including End User Customers that SMBS serves in whole or in part through facilities or services provided by Windom under this Agreement, the transferee shall be deemed a successor to Windom's responsibilities hereunder for a period of ninety (90) days from notice to SMBS of such transfer or until such later time as the Commission may direct pursuant to the Commission's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, Windom shall use its best efforts to facilitate discussions between SMBS and the transferee with respect to transferee's assumption of Windom's obligations pursuant to the terms of this Agreement.

16. TERMINATION.

16.1 Either Party may terminate this Agreement for breach of this Agreement by the other party by providing to the other Party notice in writing stating the failure(s) or breach(es)

alleged to have occurred and the cure(s) required for such failure(s) or breach(es). If the Party receiving such written notice has not reasonably cured the stated failure (s) or breached (es) within 30 days of the date on which written notice was given, the party giving the notice may declare this Agreement terminated, and that party shall be released from any further performance under this Agreement. If the Party receiving the written notice reasonably cures the stated failure(s) or breach(es) within 30 days of the date on which written notice was given, termination for cause shall not occur.

- 16.2 If SMBS shall fail to pay amounts due under this Agreement (after following all steps of the billing dispute provisions of Section 3 about), Windom may terminate this Agreement for such failure to pay by providing final written notice not less than 60 days prior to the date of termination. In the event of such termination for failure to pay, SMBS shall be liable to Windom for liquidated damages in the amount of all outstanding payments due plus any capital costs incurred by Windom to provide SMBS service under the contract.
- 16.3 Termination of this Agreement by either Party for any reason shall not impair a Party's rights to pursue the other Party for any claims arising in connection with or out of this Agreement.
- 16.4 The failure of either party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.
- 16.5 Windom shall not disconnect services provided to SMBS under Exhibit A without first obtaining Commission approval.
- 16.6 Windom may at the request of the National Cable Television Cooperative or other independent content providers terminate services under Exhibit B if SMBS does not make timely payment to the content provider for access to content.
17. **DISCLAIMER OF AGENCY.** Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the

other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

18. RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION. Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not introduce to the affected Work Location. Both parties shall defend and hold harmless the other, its officer, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the Indemnifying party, its contractors or agents introduce to the Work Locations or (ii) the presence of release of any Environmental Hazard for which the Indemnifying Party is responsible under Applicable Law.

19. NONDISCLOSURE.

19.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one party to the other party dealing with business or marketing plans, End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "proprietary", or (iii) communicated and declared to the receiving party at the time of delivery, or by written notice given to the receiving party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct and inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) days after the information is disclosed. The receiving party shall from that time forward, treat such information as Proprietary Information. To the extent

permitted by Applicable Law, either Party may disclose to the other proprietary or confidential customer, technical or business information.

- 19.2 Upon request by the disclosing Party, the receiving party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving party may retain one copy for archival purposes.
- 19.3 Each Party shall keep all of the other Party's Proprietary Information confidential. Each Party shall use the other party's Proprietary Information only in connection with this Agreement and in accordance with Applicable law, including but not limited to 47 U.S.C. & 222. In accordance with Section 222 of the Act, when either party receives or obtains Proprietary Information from the other Party for purposes of providing any Telecommunications Services, that Party shall use such information only for such purpose, and shall not use such information for its own marketing efforts. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. If either party loses, or makes an unauthorized disclosure of, the other Party's Proprietary Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information.
- 19.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:
 - 19.4.1 was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or becomes publicly known through no wrongful act of the receiving Party; or is rightfully received from a third Person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 - 19.4.2 is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or is disclosed to a third Person by the disclosing Party without similar restrictions on such third Person's rights; or
 - 19.4.3 is approved for release by written authorization of the disclosing Party; or

- 19.4.4 is required to be disclosed by the receiving Party pursuant to Applicable law or regulation provided that the receiving party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.
- 19.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition either party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.
- 19.6 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of the Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.
- 19.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of the Agreement by the receiving Party or its representatives and that the disclosing Party shall be entitled to seek equitable relief, including Injunctive relief and specific performance in the event of any breach of the confidentiality provisions of the Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.
- 19.8 Nothing herein should be construed as limiting either Party's rights with respect to its own Proprietary Information or its obligations with respect to the other Party's Proprietary Information under Section 222 of the Act.
- 19.9 The Parties further recognize and agree that the Commission may obtain any and all records of the Parties that the Commission considers necessary to fulfill its duties under Minnesota and federal law.

- 19.10 Neither Party will sell or disclose the other Party's End User Customer information or other data regarding the other Party's operations customer to any third party, unless required by law or specifically authorized in writing by the other Party.
20. **SURVIVAL.** Any liabilities or obligations of a Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of the Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.
21. **SEVERABILITY.** In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect. If any term, condition or provision of the Agreement, or the Agreement in its entirety, is construed to be invalid or unenforceable pursuant to this section, the Parties shall notify the Commission of the construction. If the Parties negotiate a replacement provision or provisions pursuant to this section, the parties shall submit the new provision to the Commission for its review. If the Parties cannot agree on a replacement provision, the Parties shall submit the issue to the Commission for resolution.
22. **DISPUTE RESOLUTION.**
- 22.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within seven (7) days after delivery of the written notice of dispute, designate a senior management employee or other representative with authority to make commitments to review, meet and negotiate, in good faith, to resolve the dispute. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as confidential Information (Confidential Information) developed for purposes of settlement, and will be exempt from discovery

and production, and not be admissible in any subsequent proceedings without the concurrence of both Parties.

22.2 If the designated representatives have not reached a resolution of the dispute within fifteen (15) days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may bring a claim to the Federal Communications Commission or the Minnesota Public Utilities Commission where the action falls within those jurisdictions, or to Minnesota state court when those agencies do not have jurisdiction, or to a forum to which both Parties have agreed. The Parties agree that such courts have personal jurisdiction over them.

22.3 Any final and binding order resulting from a dispute resolved under the procedures of the Section may be entered in any court having jurisdiction thereof.

22.4 No cause of action regardless of the form, arising out of or relating to this Agreement, may be brought by either Party more than two (2) years after the cause of action arises.

23. **CONTROLLING LAW.** This Agreement shall be interpreted solely in accordance with applicable federal law and the laws of the State of Minnesota.

24. NOTICES.

24.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested,

For Windom:

Name: Dan Olsen

Title: General Manager

Company Name: City of Windom

Address: 444 9th St, PO Box 38

City/State/Zip: Windom, MN 56101-0038

Phone: 507-832-8007

Fax: 507-832-8010

E-mail: dano@windomnet.com

For SMBS:

Name: Keith Stubbe

Title: Board Chair

Company Name: Southwest Minnesota Broadband Services

Address: 301 Main Street

City/State/Zip: Lakefield, MN 56150

Phone: 877-655-7627

Fax: 651-967-7196

E-mail: info@swmbg.com

- 24.2 If Personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section.
25. **RESPONSIBILITY OF EACH PARTY.** Each party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and remains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that party's obligations hereunder.
26. **NO THIRD PARTY BENEFICIARIES.** The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to

this Agreement with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing by reference in this Agreement. Notwithstanding the foregoing, the parties agree to give notice to the Commission of any lawsuits or other proceedings that involve or arise under the Agreement to ensure that of the Commission has the opportunity to seek to intervene in these proceedings on behalf of the public interest.

27. **PUBLICITY.** Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.
28. **COMPLIANCE.** Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Windom and SMBS agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.
29. **AMENDMENTS.**
- 29.1 Either Party may request an amendment to this Agreement regarding services, pricing or terms at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) days after receipt of the request, either Party may pursue resolution of the amendment through the Dispute Resolution provisions of this Agreement.
- 29.2 The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of the Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
30. **ENTIRE AGREEMENT.** This Agreement (including the documents referred to herein and any amendments to the Agreement) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement and supersedes any prior

understanding, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement.

31. **EXECUTED IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterpart's shall together constitute one and the same instrument.

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, SMBS and Windom adopt this Agreement and agree to abide by the terms and conditions set forth herein.

City of Windom/Windom

Southwest Minnesota Broadband Services

Signature

Signature

Name typed or printed

Name typed or printed

Title

Title

Date

Date

EXHIBIT A
TELECOMMUNICATIONS SERVICES

1. **BASIC EXCHANGE SERVICE.** Windom shall provide to SMBS for its End User Customer a Basic Exchange service which provided the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are each Basic Exchange Services. Basic Exchange Service also includes access to ancillary services such as 911, Directory Assistance, and operator services.
2. **DIRECTORY ASSISTANCE.** Windom shall provide Directory Assistance service to SMBS's End User Customers.
3. **EMERGENCY-911.** Windom will provide the SMBS, for SMBS's End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). SMBS will generate End User Customer information and transmit that information to Windom. Windom shall not be responsible for any failure of SMBS to provide accurate End User Customer information for listings in any databases in which Windom is required to retain and /or maintain such information. Windom shall timely provide SMBS's End User Customer information to the Automatic Location Identification/Database Management System (ALI/DMS) over for each PSAP over Windom's connection(s). Windom shall use its standard process to update and maintain SMBS's End User Customers service information in the ALI/DMS used to support E911/911 services on the same schedule that is uses for its retail End User Customers. Windom assumes no liability for the accuracy of information provided by SMBS.
4. **FEATURE SET.** Windom shall make available a package of vertical features which may be selected by an End User Customer, including Voice Mail, Caller ID, Call Waiting, Call Forwarding, Speed Dialing, Selective Call Rejection, Busy Call Forward, and SIM Ring.
5. **LONG DISTANCE.** Windom shall make available interstate and intrastate long distance calling for SMBS End User Customers.
6. **PIC ASSISGMENT.** SMBS shall designate the Primary interexchange Carrier (PIC) assignments on behalf of its End User Customers for InterLATA and IntraLATA services.

SMBS and Windom shall follow all Applicable Laws, rules and regulations with respect to PIC changes.

7. **DIRECTORY PUBLISHER.** Windom and SMBS agree that certain issues outside the provision of basic white page directory listing, such as yellow pages advertising, yellow pages listings, directory coverage, access to call guide pages (phone service pages), applicable listing criteria, white page enhancements and publication schedules will be the subject of negotiations between SMBS and directory publishers. Windom acknowledges that SMBS may request Windom to facilitate discussions between SMBS and Windom Official Directory Publishers.
8. **COMPLIANCE WITH THE COMMUNICATIONS ASSISTANCE LAW ENFORCEMENT ACT OF 1994.** Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the noncompliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services full comply with CALEA.

EXHIBIT A -1
REPAIR AND MAINTENANCE

1. Service Levels.

- 1.1.1 Windom will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Windom provides for itself and its End User Customers. Windom shall provide SMBS repair status information in substantially the same time and manner as Windom provides for its retail services.
- 1.1.2 During the term of this Agreement, Windom will provide necessary maintenance business process support to allow SMBS to provide similar service quality to that provided by Windom to itself and its End User Customers.

2. Service Interruptions.

- 2.1.1 The characteristics and methods of operations of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".
- 2.1.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing party is unable to promptly remedy the Impairment of Service, the

Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

- 2.1.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center of such service.
- 2.1.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.
- 2.1.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.
- 2.1.6 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to itself and its End User Customers.
- 2.1.7 The Parties shall cooperate in isolating trouble conditions.

3. Trouble Isolation.

- 3.1.1 SMBS is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. SMBS will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to SMBS, prior to reporting trouble to Windom. SMBS shall have access for testing purposes at the Demarcation Point, NID or Point of Interface. Windom will work cooperatively with SMBS to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Windom's network. Windom and SMBS will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 9.3.2 and 9.3.3 below.
- 3.1.2 When SMBS requests that Windom perform trouble isolation with SMBS, a Maintenance of Service charge will apply if the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side the Demarcation Point, and SMBS authorizes Windom to repair trouble on SMBS's behalf, Windom will charge SMBS the appropriate Additional Labor Charge set forth in Exhibit D in the addition to the Maintenance of Service charge.

- 3.1.3 When SMBS elects not to perform trouble isolation and Windom performs tests at SMBS request, a Maintenance of Service charge shall apply if the trouble is not in Windom's facilities. Maintenance of Service charges is set forth in Exhibit A. When trouble is found on Windom's side the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) days, Maintenance of Service charges shall not apply.
- 3.1.4 If SMBS reports the same trouble ticket with a no trouble found more than once within a 30 day period Windom may invoice SMBS for technician and related staff time at two times the hourly rate in Exhibit D.
- 3.1.5 Testing/Test Requests.
- 3.1.5.1 Where SMBS does not have the ability to diagnose and isolate trouble on a Windom line, circuit, or service provided in the Agreement that AMBS is utilizing to serve an End User Customer, Windom will conduct testing, to the extent testing capabilities are available to Windom, to diagnose and isolate a trouble in substantially the same time and manner that Windom provides for itself, its End User Customers, its Affiliates, or any other party.
- 3.1.5.2 Prior to Windom conducting a test on a line, circuit, or service provided in this Agreement that SMBS is utilizing to serve an End User Customer, Windom must receive a trouble report from SMBS.
- 3.1.5.3 On manually reported trouble for non-designed services, Windom will provide readily available test results to SBS or test results to SMBS in accordance with any applicable Commission rule for providing test results to End User Customers or SMBS's. On manually reported trouble for designed services provided in the Agreement, Windom will provide SMBS test results upon request. For electronically reported trouble, Windom will provide SMBS with the ability to obtain basic test results in substantially the same time and manner that Windom provides for itself, its End User Customers, its Affiliates, or any other party.
- 3.1.5.4 SMBS shall isolate the trouble condition to Windom's portion of the line, circuit, or service provided in the Agreement before Windom accepts a trouble report for that line, circuit or service. Once Windom accepts the trouble report from SMBS, Windom shall process the trouble report in substantially the same time and manner as Windom does for itself, its End User Customers, its Affiliates, or any other party.

3.1.5.5 Windom shall test to ensure electrical continuity and services it provides to SMBS prior to closing a trouble report.

3.1.6 Work Center Interfaces. Windom and SMBS shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

3.1.7 Major Outages/Restoral/Notification.

3.1.7.1 Windom will notify SMBS of major network outages in substantially the same time and manner as it provides itself and its End User Customers. This notification will be via e-mail to SMBS's identified contact. Windom will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within Windom. The e-mail notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Windom and /or industry standards.

3.1.7.2 Windom will meet with associated personnel from SMBS to share contact information and review Windom's outage restoral processes and notification processes.

3.1.7.3 Windom's emergency restoration process operates on a 7x24 basis.

3.1.8 Protective Maintenance.

3.1.8.1 Windom will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself and its End User Customers.

3.1.8.2 Windom will work cooperatively with SMBS to develop industry-wide processes to provide as much notice as possible to SMBS of pending maintenance activity. Windom shall provide notice of potentially SMBS Customer impacting maintenance activity, to the extent Windom can determining such impact, and negotiate mutually agreeable dates with SMBS in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

3.1.8.3 Windom shall advise SMBS of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Windom on any services, including, to the extent Windom can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact SMBS and or SMBS End

User Customers. Windom shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Windom shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise SMBS promptly of any such actions it takes.

3.1.9 Hours of Coverage. Windom's repair operation is seven (7) days a week, twenty-four (24) hours a day. Not all functions or locations are covered with scheduled employees on a 7x24 basis. Where such 7x24 coverage is not available, Windom's repair operations center (always available 7x24) can call-out technicians or her personnel required for the identified situation.

3.1.10 Escalations.

3.1.10.1 Windom will provide trouble escalation procedures to SMBS. Such procedures will be substantially the same type and quality as Windom employs for itself, its End User Customers, its Affiliates, or any other party. Windom escalations are manual processes.

3.1.10.2 Windom repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through three tiers: tester, on-duty supervisor, operations manager. The first escalation point is the tester. SMBS may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces.

3.1.10.3 Windom shall handle chronic troubles on non-designed services, which are those greater than three (3) troubles in a rolling thirty (30) day period.

3.1.11 Dispatch.

3.1.11.1 Windom will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself and its End User Customers.

3.1.11.2 Upon the receipt of a trouble report from SMBS, Windom will follow internal processes and industry standards, to resolve the repair condition. Windom will dispatch repair personnel on occasion to repair the condition. It will be Windom's decision whether or not to send a technician out on a dispatch. Windom reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should SMBS require a dispatch when Windom believes the dispatch is not

necessary, appropriate charges will be billed by Windom to SMBS for those dispatch – related costs in accordance with Exhibit A if Windom can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by SMBS facilities or equipment.

3.1.12 Electronic Reporting

3.1.12.1 SMBS may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by Windom.

3.1.12.2 The status of manually reported trouble may be accessed by SMBS through electronic interfaces.

3.1.13 Intervals/Parity. Trouble conditions reported by SMBS will receive commitment intervals in substantially the same time and manner as Windom provides for itself and its End User Customers.

3.1.14 Jeopardy Management. Windom will notify SMBS, in substantially the same time and manner as Windom provides this information to itself and its End User Customers, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At SMBS; option, notification may be sent by email or fax through the electronic interface. AMBS may telephone Windom repair center or use the electronic interfaces to obtain jeopardy status.

3.1.15 Trouble Screening.

3.1.15.1 SMBS shall screen and test its End User Customer trouble reports completely enough to insure, to the extent possible, that it sends to Windom only trouble reports that involve Windom facilities. For services and facilities where the capability to test all or portions of the Windom network service or facility rest with Windom, Windom will make such capability available to SMBS to perform appropriate trouble isolation and screening.

3.1.15.2 Windom will cooperate with SMBS to show SMBS how Windom screens trouble conditions in its own centers, so that SMBS may employ similar techniques in its centers.

3.1.16 Maintenance Standards

3.1.16.1 Windom will cooperate with SMBS to meet the maintenance standards outlined in this Agreement.

- 3.1.16.2 On manually reported trouble, Windom will inform SMBS of repair completion in substantially the same time and manner as Windom provides to itself and its End User Customers. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.
- 3.1.17 End User Customer Interface Responsibilities. SMBS will be responsible for all interactions with its End User Customers including service call handling and notifying its End User Customers of trouble status and resolution.
 - 3.1.17.1 Repair Call Handling. Manually-reported repair calls by SMBS to Windom will be answered with the same quality and speed as Windom answers calls from its own End User customers.
- 3.1.18 Single Point of Contact. Windom will provide a single point of contact for SMBS to report maintenance issues and trouble reports seven (7) days a week, twenty-four (24) hours a day. A single 7x24 trouble reporting telephone number will be provided to SMBS for each category of trouble situation being encountered.
- 3.1.19 Network Information.
 - 3.1.19.1 Windom maintains an information database, available to SMBS for the purpose of allowing SMBS to obtain information about Windom's NPA's, LATA's, Access Tandem Switches and Central Offices.
 - 3.1.19.2 Data in that information database will be updated in substantially the same time and manner as Windom updates the same data for itself and its End User Customers.
- 3.1.20 Maintenance Windows.
 - 3.1.20.1 Generally, Windom performs major Switch maintenance activities off-hours, during certain "maintenance windows". Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.
- 3.1.21 Generally, the maintenance window is between 10:00 pm through 6:00 am Monday through Friday, and Saturday 10:00 pm through Monday 6:00 am, Central Time. Although Windom normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. Windom will provide notification of any and all maintenance activities that may impact SMBS ordering practices such as embargoes, moratoriums, and quiet periods in substantially

the same time and manner as Windom provides this information to itself and its End User Customers.

EXHIBIT B
CABLE TELEVISION SERVICES

1. **Services Provided.** Windom shall provide SMBS at the rates defined in exhibit D cable television access to cable and local television content providers and related systems for the provisioning of set top boxes and other receiving devices, and service packages.
2. **Channel Lineup.** Windom and SMBS shall work to develop a cable television channel lineup that will provide competitive cable services in the communities SMBS serves.
 - 2.1 **Additional Channels.** If SMBS requires channels not currently provided by Windom to its own customers then SMBS shall be responsible for any additional capital equipment costs and installation expenses bore by Windom. If both parties agree to add the requested channel to the lineup costs shall be shared by both parties.
 - 2.2 **Timing of additional channels –** SMBS and Windom shall limit the addition of channels to twice each calendar year.
 - 2.3 **Channel Positioning –** both Windom and SMBS shall work to establish a channel lineup and channel positioning that will create the most cost effective channel lineup.
3. **Access to System.** Windom shall work with SMBS to allow for access to systems required to provision set-top boxes and other premium cable services. AMBS shall pay a pro-rated share of maintenance of these systems.
4. **FCC Reporting.** SMBS shall prepare and submit all reports to the City, FCC and any other governmental authorities, including the FCC as may be necessary in connection with the operation of the Business.
5. **Billing and Collection Services.** Windom shall timely provide to SMBS all data and information as may be necessary for SMBS to generate monthly bills to submit to its End User Customers with respect to video services purchased. In no event will Windom be responsible for providing billing and collection services to SMBS, except as the parties hereafter agree to in writing, for an additional fee to set as part of such an agreement.

6. **Installation Services.** Windom acknowledges that SMBS will provide installation services to initiate the provision of services. Windom shall not be responsible for the installation of cable television services to SMBS End User Customers except when provisioning for set-top boxes or premium content is required.
7. **Licenses.** SMBS shall apply for and use reasonable efforts to obtain and maintain all licenses and permits required in connection with the management, operation and maintenance of Business. Windom agrees to execute and deliver any and all applications and other documents and to otherwise cooperate to the fullest extent with SMBS in applying for and maintain such licenses and permits.
8. **Minimization of Service Interruptions.** Windom shall use commercially reasonable efforts to minimize any interruption of or interference with the receipt, use and enjoyment of the Video Signals by the Customers of the SMBS and shall use commercially reasonable efforts to restore any interruption or to eliminate any such interference as quickly as reasonable practicable.
9. **Local and Public Access Channels.** The establishment and maintenance of Local and Public Access Channels shall be the responsibility of SMBS. Both Windom and SMBS shall work cooperatively to place Local and Public Access Channels into the channel lineup for SMBS.
10. **Facilities.** Windom and SMBS each acknowledges and agrees that it shall perform its duties and obligations under this Agreement out of its own facilities and using its own personnel.
11. **Head End.** Windom shall, as its sole cost and expense, maintain and repair the Head end and permit the use thereof in connection with the provisioning of services to SMBS.

EXHIBIT D
PRICING FOR ALL SERVICES

- **Telecom Pricing from Model**
 - Access Line \$5.00
 - Feature Set \$2.50
 - LD .04/minute
- **Cable TV Pricing**
 - Cable Television Access Line \$5.00
 - Set-Top Box Licensing \$3.00
- **Internet Access Pricing**
 - Internet Connectivity - \$9.00 per subscriber (per model) which includes:
 - Backbone network access
 - Email addresses
 - IP addressing

TELECOMMUNICATION COMMISSION MINUTES
North 71 SWWC Office
February 23, 2015
6:30 P.M.

I. Call Meeting to Order

The Telecommunication Commission meeting was called to order at 6:30 P.M in the North 71 SWWC Office.

II. Roll Call

Member Present: Jeremy Lund, Forrest Fosheim, Travis Eichstedt, Dominic Jones

Member Absent: Bryan Joyce

Staff Present: Dan Olsen, WindomNet Manager, Steve Nasby, City Administrator; Chelsie Carlson, Finance Director/Controller

Others Present: Justin Huebner, Kiesling Associates (Phone)

III. Kiesling Engagement Update

Justin Huebner, Kiesling Associates presented to a Contribution Margin/Bundle Analysis of services offered by WindomNet. The analysis included the revenues generated by each line of service along with the associated expenses as well as the expenses that are shared by all services. The analysis used 2014 financial results and 2015 pro forma information and will be used by the Commission to review WindomNet rate structure and make recommendations regarding future price changes and bundle offerings.

The results of the analysis reinforced the need for cable rate increase in order for WindomNet to cover current costs of providing cable service. Additionally WindomNet is not covering their costs with several current offerings and needs to create packages that are attractive to customers and produce enough margins to cover their costs.

During the presentation, Kiesling presented several suggestions for additional services that could be offered or packaged together to increase margin for WindomNet and match the service needs of residents. Kiesling discussed packaging vertical services such as Caller Id, Call Forwarding, and Long Distance with bundles since they carry higher margins and add value to customers. They also suggested including DVR in a bundle. Cable alternatives such as Netflix/Sling TV were noted as possible additions to increase data usage by customers and move away from traditional cable which has little or no margin.

The overall recommendation by Kiesling was to offer more value added bundles in conjunction with the needed rate increases to give customers a cable alternative in order to avoid the rate increases. Creating bundles with higher internet speeds was discussed as a possibility. These higher speeds will be needed by customers that are using cable alternative solutions.

The rate increases needed on cable are due to increased programming costs charged to WindomNet including off-air costs of providing channels. The rate increases could be done in steps and customers would be encouraged at each step to look at alternative options. Dan Olsen also mentioned putting off-air costs directly on customer bills to explain the need for the rate increase. WindomNet is not making money providing cable. WindomNet would increase margin if customers found cable alternatives and used WindomNet data services to access those alternatives.

The Commission discussed Dan and Chelsie working with Kiesling to create pricing scenerios/package offerings that would potentially produce enough margin to cover WindomNet costs and provide dollars for needed capital improvements. The Commission would review the scenarios and make a recommendation on pricing/bundle offering.

Motion by Jones, seconded by Eichstedt, to authorize up to \$1,500 additional spending with Keisling to create pricing/packaging scenarios that potentially produce positive cash flow for WindomNet. This would also include a high level presentation to the City Council. Motion carried 4-0.

IV. SMBS Billing Error:

Chelsie Carlson informed the Commission that during the Kiesling engagement discrepancies were discovered between Exhibit D of the SMBS Master Services Agreement and the SMBS billing invoice. Exhibit D indicates Set-Top Box Licensing to be \$3.00 and Feature Set to be \$2.50. SMBS has been charged \$1.00 for Set Top Boxes and \$2.00 for Feature Sets. Dan Olsen indicated the Exhibit D of the contract was incorrect and the invoice price of \$1.00 is correct. Alternatively Exhibit D for feature set at \$2.50 is correct and the SMBS Invoice template was incorrect at \$2.00. The Commission recommended Steve Nasby, City Administrator initiate notification with SMBS to correct Exhibit D of the contract and also correct the SMBS billing invoice for feature set to \$2.50. Nasby will also pursue recovery of the under billed amount.

V. Customer Request for Internet Rate

Dan Olsen has a request from a customer for 1GB internet service. Olsen is recommending \$399/month as the rate for this service. The Commission discussed future changes to bundle offerings may include faster internet but authorized Olsen to offer this pricing to the customer and move forward with City Council approval if the customer agrees to the service and pricing.

VI. City Network Update

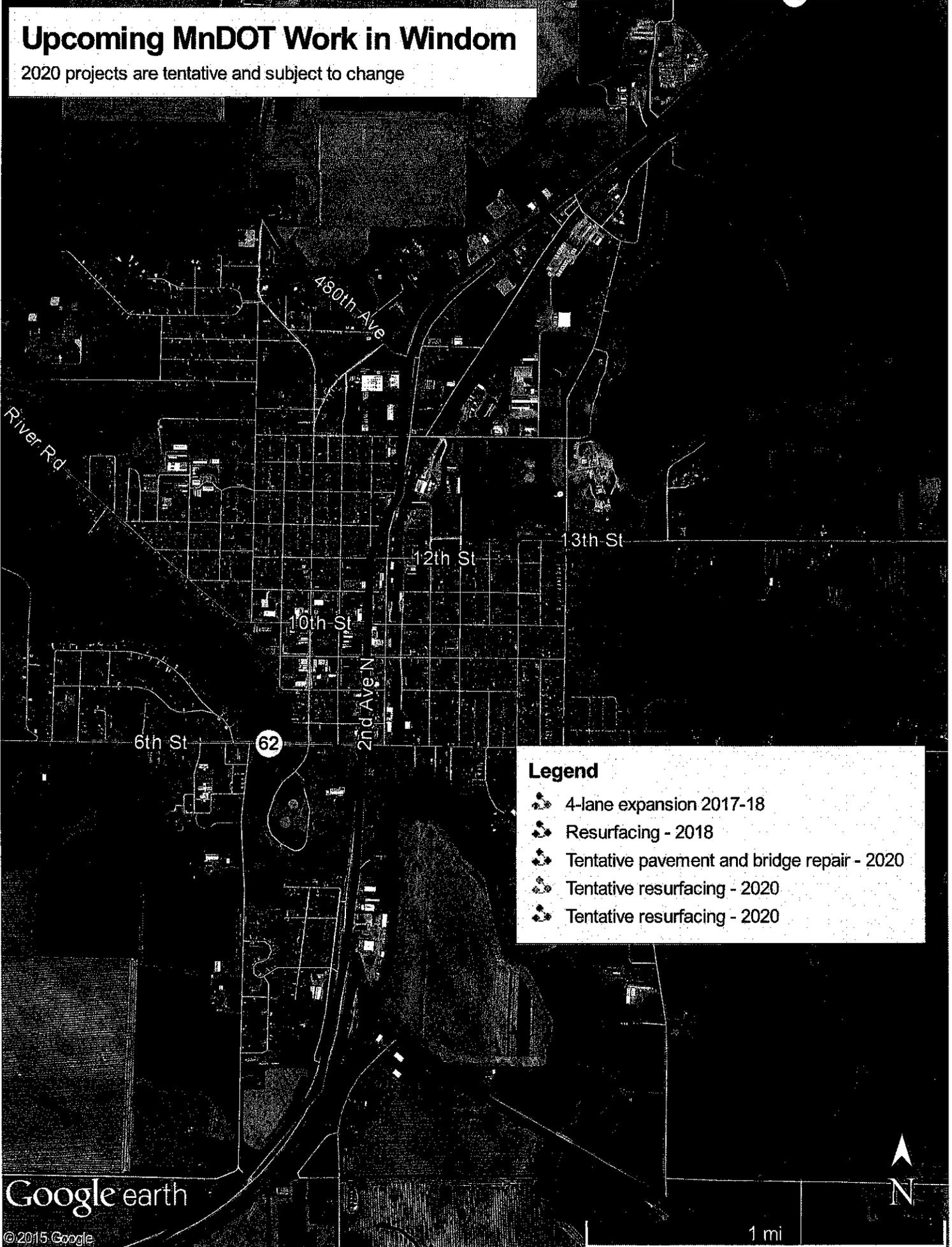
Dan is working with department heads to map out the City Network. The security vendor will be visiting next week to review the needs of each department so capacity and design of the network can be defined.

VII. Ice Warp
Motion by Lund, seconded by Eichstedt, to renew annual maintenance agreement for Ice Warp, email server, for \$1,133.33. Motion carried 4-0.

VIII. Adjourn
Forrest Foshiem adjourned the meeting at 9:00 P.M.

Upcoming MnDOT Work in Windom

2020 projects are tentative and subject to change



Legend

- 4-lane expansion 2017-18
- Resurfacing - 2018
- Tentative pavement and bridge repair - 2020
- Tentative resurfacing - 2020
- Tentative resurfacing - 2020





Upcoming MnDOT Work in Windom and future planning

Presented to City of Windom 8/4/15

We all have a stake in **A****B**



Unmet needs

- ▶ Due to a lack of funding, 2018 project will NOT address:
 - High speeds entering town
 - The sidewalk/boulevard that's in poor condition
 - Long waits for gaps at 16th Street or other intersections
 - Safety issues at driveways/business entrances
 - Lack of safe pedestrian crossings
 - Drainage issues
 - Aesthetic improvements



Worthington

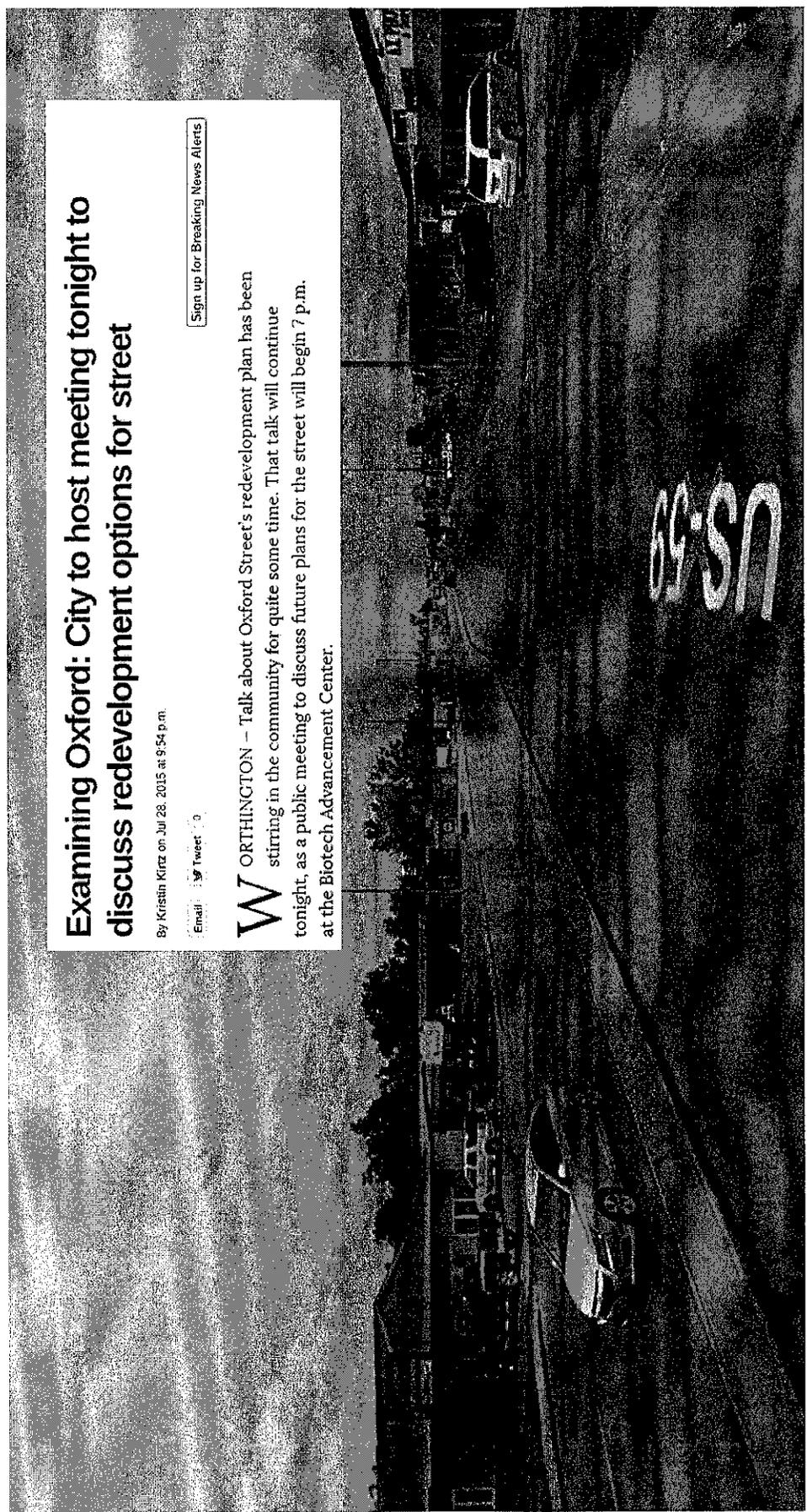
Examining Oxford: City to host meeting tonight to discuss redevelopment options for street

By Kristin Kirtz on Jul 28, 2015 at 9:54 p.m.

Email [Twitter](#) [Facebook](#)

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WORTHINGTON – Talk about Oxford Street's redevelopment plan has been stirring in the community for quite some time. That talk will continue tonight, as a public meeting to discuss future plans for the street will begin 7 p.m. at the Biotech Advancement Center.



Why plan?

- ▶ A plan is needed in order to be eligible for certain grants or funding sources
- ▶ Intersection control studies are a prerequisite to improvements
- ▶ A plan helps MnDOT identify local priorities and identify the most critical issues to focus on
- ▶ A plan helps both Windom and MnDOT budget and program any future work
- ▶ A plan helps local businesses and residents develop for future access or intersection changes



MnDOT's participation in a planning study

- ▶ MnDOT can lead and manage planning effort
- ▶ 50% of costs for intersection control evaluation (at 16th St. or others)
- ▶ Highway 60 section (how many lanes, sidewalks needed, etc.)
- ▶ Which accesses to close to meet MnDOT standards



Windom's participation in a planning study

- ▶ 50% of costs for intersection control evaluation (at 16th St. or others)
- ▶ Local traffic movements and how they should be accommodated in the Highway 60 corridor (i.e. - Toro trucks, bike/pedestrian crossings or connections to local destinations)
- ▶ How to meet MnDOT access standards while still maintaining convenient access to businesses (i.e. - frontage roads)



Windom Electric Utility
 1105 First Ave
 Windom
 MN 56101

Phone : (507) 831-6151 Fax : () -

INVOICE

Date : 07/24/15 No. : 3397
 Due Date: 07/24/15 Page: 1

17
 Obsolete

Ship To/Remarks

Via	FOB	Terms	Your#	Our#	Rep.
		CASH			
Description	Item Number	Ordered Measure	Shipped Backordered	Unit Price	Extended Discount %
LONG 2/0 COPPER SLEEVE -		0.0	3.0		
Item #:	121	EA			
SHORT 2/0 COPPER SLEEVE -		0.0	1.0		
Item #:	122	EA			
COPPER SLEEVE 3/0		0.0	12.0		
Item #:	123	EA			
COPPER SLEEVE 4/0		0.0	0.0		
Item #:	124	EA			
MCM 500 COPPER SLEEVE		0.0	5.0		
Item #:	125	EA			
CLOSE NIPPLES 3/4"		0.0	2.0		
Item #:	179	EA			
One inch CLOSE NIPPLES		0.0	5.0		
Item #:	191	EA			
CLOSE NIPPLES 1 1/4"		0.0	3.0		
Item #:	202	EA			
CLOSE NIPPLES 1 1/2"		0.0	3.0		
Item #:	214	EA			
#4 WEDGE CLAMPS		0.0	100.0		
Item #:	247	EA			
Utilco 2 Hole Connector-		0.0	1.0		
Item #:	276	each			
Splice Jacket kit		0.0	1.0		
Item #:	286				
ELBOW 175 MIL #2 SOLID 15KV		0.0	6.0		
Item #:	301	EA			

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Ship To/Remarks

Via	FOB	Terms	Your#	Our#	Rep.
		CASH			
Description	Item Number	Ordered Measure	Shipped Backordered		
ELASTIMOLD Y SPLICE #2 solid		0.0	2.0		
Item #: 304	EA				
REPAIR SPLICE #2 SOLID 15KV		0.0	3.0		
Item #: 308	EA				
TERMINATOR #2 SOLID 220 MILL		0.0	9.0		
Item #: 312	EA				
PS CONE URD TERMINATOR #2		0.0	6.0		
Item #: 316	EA				
SECONDARY INSUL BREAKER C&R		0.0	21.0		
Item #: 317	EA				
L Bracket Joslyn		0.0	14.0		
Item #: 376	EA				
CutOut 10/15kv no arrestors		0.0	16.0		
Item #: 397	EA				
QUARTZ 1500 WATT 208 VOLT		0.0	0.0		
Item #: 437	EA				
QUARTZLINE DOUBLE END 300 WATT		0.0	3.0		
Item #: 438	EA				
Starter 200W HPS		0.0	12.0		
Item #: 460					
PHOTO CELL W/TAILS 220 VOLT		0.0	3.0		
Item #: 466	EA				
FUSE BLOCK 1 FUSE 60 AMP 250V		0.0	4.0		
Item #: 489	EA				
FUSE BLOCK 2 FUSE 60 AMP 250		0.0	1.0		
Item #: 490	EA				

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Via	FOB	Terms	Your#	Our#	Rep.
		CASH			
Description	Item Number	Ordered Measure	Shipped Backordered	Unit Price	Extended Discount %
PREFORM 4/0 ACSR BARE		0.0	128.0		
Item #: 631	EA				
TREE GUARDS		0.0	23.0		
Item #: 632	EA				
TRANSFORMER HANGER (3) SMALL		0.0	7.0		
Item #: 707	EA				
socket 7 Terminal Secondary CT		0.0	4.0		
Item #: 733					
CURRENT TRANS 200/5 over wire		0.0	4.0		
Item #: 745	EA				
CURRENT TRANS 200/5 over wire		0.0	2.0		
Item #: 745	EA				
CURRENT TRANSFORMER 200/400/5		0.0	11.0		
Item #: 747	EA				
CURRENT TRANSFORMER 400/800/5		0.0	9.0		
Item #: 748	EA				
Current Transformer 400/5		0.0	9.0		
Item #: 749					
H.P.S. BALLAST 150-155 WATT		0.0	4.0		
Item #: 810	EA				
RCOC RELAY SINGLE POLE		0.0	9.0		
Item #: 825	EA				
ROCO RELAY TWO POLE		0.0	1.0		
Item #: 826	EA				
JUMPER #4 ALUM SLEEVE		0.0	32.0		
Item #: 109	EA				

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Ship To/Remarks

Via	FOB	Terms	Your#	Our#	Rep.
		CASH			
Description	Item Number	Ordered Measure	Shipped Backordered	Unit Price	Extended Discount %
JUMPER SLEEVE 1/0		0.0	9.0		
Item #: 111	EA				
INSULATED GRND. BUSHING 1 1/2"		0.0	7.0		
Item #: 216	EA				
Two inch TW - WT BOX CONNECTOR		0.0	15.0		
Item #: 218	EA				
SHRINK 8" WRAP AROUND		0.0	20.0		
Item #: 285	EA				
NON- 1 TIME SPADE ENDS 100 AMP		0.0	1.0		
Item #: 43	EA				
Halogen Flood 130 V 75 watt		0.0	13.0		
Item #: 436					
NON 15 AMP		0.0	59.0		
Item #: 47	EA				
PLUG FUSE 10 AMP NO TIME DELAY		0.0	7.0		
Item #: 51	EA				
FUSETRON 15 AMP NOT TIME DELAY		0.0	8.0		
Item #: 52	EA				
FUSESTAT 15 AMP not TIME DELAY		0.0	4.0		
Item #: 53	EA				
FUSESTAT 20 AMP NOT TIME DELAY		0.0	3.0		
Item #: 56	EA				
FUSETRON 30 AMP NOT TIME DELAY		0.0	6.0		
Item #: 58	EA				
FUSESTAT 30 AMP NOT TIME DELAY		0.0	10.0		
Item #: 59	EA				

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Ship To/Remarks

Via	FOB	Terms	Your#	Our#	Rep.
		CASH			
Description	Item Number	Ordered Measure	Shipped Backordered	Unit Price	Extended Discount %
HPS SECURITY LIGHT 100 WATT	Item #: 785	EA	0.0	16.0	

Inventory Reduction

Windom Electric Utility
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INVOICE

Date : 07/29/15 No. : 3403
 Due Date: 07/29/15 Page: 1

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Ship To/Remarks

Via	FOB	Terms	Your#	Our#	Rep.
		CASH			
Description	Item Number	Ordered Measure	Shipped Backordered	Unit Price	Extended Discount %
75 KVA 2400/8000 240/480		0.0	1.0		
Item #:	E75-J612689Y71				
75 KVA 7970/13800Y 120/240		0.0	1.0		
Item #:	E75-D2839				
75 KVA 2400/8000 120/240		0.0	1.0		
Item #:	E75-71AC716				
75 KVA Trans 2400/13.8 120/240		0.0	1.0		
Item #:	E75-4660810288				
75 KVA 7970/13800Y 120/240		0.0	1.0		
Item #:	E75-4660810188				
50 KVA 2400/8000 120/240		0.0	1.0		
Item #:	E50-78D148201				
50 KVA 120/240 2400/8000		0.0	1.0		
Item #:	E50-5203865	ea			
37.5 KVA 2400/8000 120/2240		0.0	1.0		
Item #:	E37-R600478				
37.5 KVA 2400/8000 120/240		0.0	1.0		
Item #:	E37-L862003YG				
37.5 KVA 2400/8000 120/2240		0.0	1.0		
Item #:	E37-J33187				
37.5 KVA 2400/8000 120/240		0.0	1.0		
Item #:	E37-75ZL127001				
37.5 KVA 2400/8000 120/240		0.0	1.0		
Item #:	E37-7242-59341				
25 KVA 2400/8000 120/240		0.0	1.0		
Item #:	E25-L860245YGL				

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Ship To/Remarks

Via	FOB	Terms CASH	Your#	Our#	Rep.
	Description Item Number	Ordered Measure	Shipped Backordered	Unit Price Discount %	Extended
	25 KVA 120/240 2400/8000 Item #: E25-781094336	0.0	1.0		
	25 KVA 2400/8000 120/240 Item #: E25-72E64150	0.0	1.0		
	25 KVA 2400/8000 120/240 Item #: E25-4630987	0.0	1.0		
	25 KVA 120/240 2400/8000 Item #: E25-4060081002	0.0	1.0		
	15 KVA 2400/8000 120/240 Item #: E15-H18D0801	0.0	1.0		
	15 KVA 2400/8000 120/240 Item #: E15-68AC7658	0.0	1.0		
	15 KVA 120/240 2400/8000 Item #: E15-68AB1687	0.0	1.0		
	15KVA 2400/8000 120/240 Item #: E15-68AA7047	0.0	1.0		
	15 KVA 2400/8000 120/240 Item #: E15-68AA4450	0.0	1.0		
	15 KVA 2400/8000 120/240 Item #: E15-67AL10364	0.0	1.0		
	10 KVA 2400/8000 120/240 Item #: E10-J603660Y70	0.0	1.0		
	10 KVA 2400/8000 120/240 Item #: E10-J152413Y69	0.0	1.0		
	10 KVA 2400 120/240 Item #: E10-J152412Y69	0.0	1.0		

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Ship To/Remarks

Via	FOB	Terms	Your#	Our#	Rep.
		CASH			
Description	Item Number	Ordered Measure	Shipped Backordered	Unit Price Discount %	Extended
10 KVA 2400/8000		0.0	1.0		
Item #:	E10-H586086-67				
10 KVA 2400/4160Y 7970/13800Y		0.0	1.0		
Item #:	E10-F8587				
10 KVA 8000		0.0	1.0		
Item #:	E10-D6448				
10 KVA 2400/8000 120/240		0.0	1.0		
Item #:	E10-72C61487				
10KVA 2400/8000 120/240		0.0	1.0		
Item #:	E10-72C61486				
72285884462 2400/8000 120/240		0.0	1.0		
Item #:	E10-7228588446				
10 KVA 2400/8000		0.0	1.0		
Item #:	E10-70AD9139				
10 KVA 2400/8000 120/240		0.0	1.0		
Item #:	E10-5253575				

Inventory Reduction



Windom, MN

Expense Approval Report

By Fund

Payment Dates 7/16/2015 - 7/29/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
MN REVENUE	20150721	07/21/2015	SALES TAX - JUNE 2015	100-11500	-92.00
STAPLES OIL CO	86574	07/07/2015	INVENTORY	100-14200	509.31
MN REVENUE	20150721	07/21/2015	SALES TAX - JUNE 2015	100-20202	33.44
ERIC WARD	20150728	07/28/2015	REFUND - SHELTER RENTAL	100-20202	3.86
CHRISTIAN & MISSIONARY AL	20150728	07/28/2015	REFUND - SHELTER RENTAL	100-20202	3.86
MN REVENUE	20150721	07/21/2015	SALES TAX - JUNE 2015	100-22000	-34,000.00
CHRISTIAN & MISSIONARY AL	20150728	07/28/2015	REFUND - SHELTER RENTAL	100-34780	56.14
ERIC WARD	20150728	07/28/2015	REFUND - SHELTER RENTAL	100-34780	56.14
CHRISTIAN & MISSIONARY AL	20150728	07/28/2015	REFUND - SHELTER RENTAL	100-34950	1.80
					-33,427.45
Activity: 41110 - Mayor & Council					
CITIZEN PUBLISHING CO	20150713	07/13/2015	ADVERTISING -	100-41110-350	1,275.90
ETHAN CLERC FILMS	20150727	07/27/2015	FILM COUNCIL MEETING	100-41110-350	25.00
WINDOM AREA HOSPITAL	20150721	07/21/2015	PERA - RATE - AID	100-41110-480	7,002.00
CONVENT. & VISTOR BUREAU	20150721	07/21/2015	LODGING TAX - GUARDIAN IN	100-41110-491	2,054.67
CONVENT. & VISTOR BUREAU	20150721A	07/21/2015	LODGING TAX - RED CARPET	100-41110-491	1,060.79
					Activity 41110 - Mayor & Council Total: 11,418.36
Activity: 41310 - Administration					
NCPERS MINNESOTA	20150727	07/27/2015	INSURANCE 844600 AUG. 20	100-41310-133	80.00
CULLIGAN	20150706	07/06/2015	SERVICE	100-41310-200	40.50
INDOFF, INC	2649925	07/06/2015	SUPPLIES	100-41310-200	11.44
SELECTACCOUNT	20150721A	07/21/2015	PARTICIPANT FEE	100-41310-217	164.43
SECR REV FUND/CITY OF WD	20150727	07/27/2015	PETTY CASH - OFFICE POSTA	100-41310-322	1.77
SECR REV FUND/CITY OF WD	20150727	07/27/2015	PETTY CASH - OFFICE POSTA	100-41310-322	0.27
STEVE NASBY	20150728	07/28/2015	EXPENSE-LGMC ANNUAL CON	100-41310-331	345.00
LINDA CARRUTHERS	20150720	07/20/2015	SUPPLIES-CITY WELLNESS	100-41310-480	40.98
HY-VEE, INC.	20150720A	07/20/2015	EXPENSE-CITY 2015 WELLNES	100-41310-480	95.00
					Activity 41310 - Administration Total: 779.39
Activity: 41910 - Building & Zoning					
NCPERS MINNESOTA	20150727	07/27/2015	INSURANCE 844600 AUG. 20	100-41910-133	24.00
INDOFF, INC	2649923	07/08/2015	SUPPLIES	100-41910-200	8.14
CENTURY BUSINESS PRODUCT	283509	07/14/2015	SUPPLIES	100-41910-200	30.67
COTTONWOOD CO RECORDER	55840	07/21/2015	#275676 TRANS 55840	100-41910-480	46.00
					Activity 41910 - Building & Zoning Total: 108.81
Activity: 41940 - City Hall					
MN ENERGY RESOURCES	20150721G	07/21/2015	HEATING #4069619-7	100-41940-383	112.95
HOMETOWN SANITATION SE	0000133999	07/07/2015	GARBAGE SERVICE - CITY HAL	100-41940-384	85.04
PLUNKETT'S PEST CONTROL	4983752	07/14/2015	SERVICE	100-41940-406	120.00
					Activity 41940 - City Hall Total: 317.99
Activity: 42120 - Crime Control					
NCPERS MINNESOTA	20150727	07/27/2015	INSURANCE 844600 AUG. 20	100-42120-133	160.00
INDOFF, INC	2649919	07/14/2015	SUPPLIES	100-42120-200	73.99
STREICHER'S	1161635	07/29/2015	UNIFORMS	100-42120-218	24.98
PRO-ACTION SAFETY & SALES	13180	07/14/2015	UNIFORMS	100-42120-218	3,531.00
RITA HACKER	469	07/29/2015	UNIFORMS	100-42120-218	60.00
KFD TRAINING & CONSULTATI	20150724	07/24/2015	REGISTRATION - DANA WALL	100-42120-308	125.00
VERIZON WIRELESS	9748605726	07/21/2015	SERVICE FOR LAP TOPS	100-42120-321	93.57
SECR REV FUND/CITY OF WD	20150727	07/27/2015	PETTY CASH - POLICE POSTA	100-42120-322	3.34
SECR REV FUND/CITY OF WD	20150727	07/27/2015	PETTY CASH - POLICE POSTA	100-42120-322	2.94
ALPHA WIRELESS - MANKATO	677903	07/24/2015	SERVICE	100-42120-323	77.56
LEASE FINANCE PARTNERS	20150727	07/27/2015	SERVICE	100-42120-326	433.00
KEEPERS, INC	280605	07/13/2015	MAINTENANCE	100-42120-404	382.49

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FLEET SERVICES DIVISION	2015120003	07/20/2015	SERVICE	100-42120-419	1,731.30
SECR REV FUND/CITY OF WD	20150727	07/27/2015	PETTY CASH - REPO VEHICLE R	100-42120-480	106.50
Activity 42120 - Crime Control Total:					6,805.67
Activity: 42220 - Fire Fighting					
HEIMAN FIRE EQUIP. CO	0836629-IN	07/06/2015	SUPPLIES	100-42220-211	70.75
MUNICIPAL EMERGENCY SER	00644958_SNV	06/25/2015	MATERIALS-EQUIP	100-42220-215	115.21
MUNICIPAL EMERGENCY SER	00650121_SNV	07/21/2015	MATERIALS-EQUIP	100-42220-215	199.90
HEIMAN FIRE EQUIP. CO	0836790-IN	07/21/2015	SUPPLIES	100-42220-215	51.75
MUNICIPAL EMERGENCY SER	00647452_SNV	07/13/2015	SUPPLIES	100-42220-217	68.00
MUNICIPAL EMERGENCY SER	00603200_SNV	07/21/2015	UNIFORMS	100-42220-218	263.20
MN FIRE SERVICE CERTIFICATI	3571	07/21/2015	RECERTIFICATION-MARK MAR	100-42220-308	20.00
VERIZON WIRELESS	9748605726	07/21/2015	SERVICE FOR LAP TOPS	100-42220-321	-2.86
VERIZON WIRELESS	9748605726	07/21/2015	SERVICE FOR LAP TOPS	100-42220-326	10.02
WINDOM AUTO VALU	20150721	07/21/2015	MAINTENANCE #3400540	100-42220-404	39.83
Activity 42220 - Fire Fighting Total:					835.80
Activity: 43100 - Streets					
NCPERS MINNESOTA	20150727	07/27/2015	INSURANCE 844600 AUG. 20	100-43100-133	80.00
STATE CHEMICAL SOLUTIONS	97373115	07/15/2015	SUPPLIES	100-43100-211	175.78
MCLAUGHLIN & SCHULZ, INC	009558	07/07/2015	MATERIALS	100-43100-224	515.97
MILLS & MILLER, INC	18565	07/21/2015	MATERIALS	100-43100-224	3,610.60
MILLS & MILLER, INC	18567	07/21/2015	MATERIALS	100-43100-224	1,783.60
SCOTT VEENKER	23411	07/21/2015	SERVICE-WIND STORM CLEAN	100-43100-225	4,792.50
CITIZEN PUBLISHING CO	20150713	07/13/2015	ADVERTISING -	100-43100-350	109.20
MN ENERGY RESOURCES	20150715	07/15/2015	HEATING #4090846-9 STREET	100-43100-383	75.70
HOMETOWN SANITATION SE	0000134000	07/07/2015	GARBAGE SERVICE - STREET D	100-43100-384	84.73
HOMETOWN SANITATION SE	0000134001	07/07/2015	GARBAGE SERVICE - SQUARE	100-43100-384	46.12
WINDOM AUTO VALU	20150721	07/21/2015	MAINTENANCE #3400540	100-43100-404	4.87
ELECTRIC FUND	20150720A	07/20/2015	MAINTENANCE - STREET	100-43100-405	18.00
Activity 43100 - Streets Total:					11,297.07
Activity: 43210 - Sanitation					
WAYNE ERICKSON	20150721	07/21/2015	COMPOST SITE MANAGER	100-43210-307	116.37
Activity 43210 - Sanitation Total:					116.37
Activity: 45120 - Recreation					
AL BALOUN	20150728	07/28/2015	30/60 LEAGUE TOURNEY FEES	100-45120-215	75.00
COLLIN LOVELL	20150720	07/20/2015	SUMMER REC	100-45120-217	90.00
DEVIN HOMER	20150720	07/20/2015	SUMMER REC	100-45120-217	145.00
KOBE LOVELL	20150720	07/20/2015	SUMMER REC	100-45120-217	110.00
ANDREW LARSON	20150720	07/20/2015	SUMMER REC	100-45120-217	350.00
ISAAK PAULSON	20150721	07/21/2015	SUMMER REC	100-45120-217	290.00
JOEL RIORDAN	20150721	07/21/2015	SUMMER REC	100-45120-217	50.00
SOUTHWEST AWARDS	351581	07/27/2015	SERVICE - SUPPLIES	100-45120-217	32.06
COCA-COLA BOTTLING COMP	0458506414	07/28/2015	MERCHANDISE	100-45120-260	391.44
Activity 45120 - Recreation Total:					1,533.50
Activity: 45202 - Park Areas					
NCPERS MINNESOTA	20150727	07/27/2015	INSURANCE 844600 AUG. 20	100-45202-133	16.00
COLE PAPERS INC.	9104633	07/15/2015	SUPPLIES	100-45202-211	598.20
HOMETOWN SANITATION SE	0000134009	07/07/2015	GARBAGE SERVICE - ISLAND P	100-45202-384	97.40
HOMETOWN SANITATION SE	0000134010	07/07/2015	GARBAGE SERVICE - TEGELS P	100-45202-384	37.00
HOMETOWN SANITATION SE	0000134011	07/07/2015	GARBAGE SERVICE WRA	100-45202-384	72.10
HOMETOWN SANITATION SE	0000134012	07/07/2015	GARBAGE SERVICE - KASTLE K	100-45202-384	25.00
BSN SPORTS, LLC	97028242	07/07/2015	MAINTENANCE	100-45202-404	441.40
ELECTRIC FUND	20150720	07/20/2015	MAINTENANCE - PARKS	100-45202-405	18.00
WINDOM AUTO VALU	20150721	07/21/2015	MAINTENANCE #3400540	100-45202-405	13.99
Activity 45202 - Park Areas Total:					1,319.09
Fund 100 - GENERAL Total:					1,104.60
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
NCPERS MINNESOTA	20150727	07/27/2015	INSURANCE 844600 AUG. 20	211-45501-133	16.00

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CITIZEN PUBLISHING CO	20150713A	07/13/2015	COMPUTER SUPPORT	211-45501-217	130.00
CITIZEN PUBLISHING CO	20150713	07/13/2015	ADVERTISING -	211-45501-350	84.00
MN ENERGY RESOURCES	20150724	07/24/2015	HEATING #4081276-0	211-45501-383	72.58
MN MONTHLY	20150724	07/24/2015	SUBSCRIPTION	211-45501-433	35.95
STAR TRIBUNE	20150724	07/24/2015	SUBSCRIPTION #9905542	211-45501-433	78.78
THE LAND MAGAZINE	20150727	07/27/2015	SUBSCRIPTION	211-45501-433	25.00
WINDOM COMMUNITY CENT	20150727	07/27/2015	RENTAL - BY LIBRARY	211-45501-480	60.00
Activity 45501 - Library Total:					502.31
Fund 211 - LIBRARY Total:					502.31

Fund: 225 - AIRPORT

Activity: 45127 - Airport

SOUTHWEST MN BROADBAN	20150721	07/21/2015	SERVICE - WIND-001-0018	225-45127-321	26.34
Activity 45127 - Airport Total:					26.34
Fund 225 - AIRPORT Total:					26.34

Fund: 230 - POOL

SARA BARFKNECHT	20150724	07/24/2015	REFUND - SWIMMING LESSO	230-34721	15.00
BRYAN JOYCE	20150727	07/27/2015	REFUND - SWIM LESSON FEE	230-34721	33.00
					48.00

Activity: 45124 - Pool

HEARTLAND PAPER COMPAN	163325-0	07/21/2015	SUPPLIES	230-45124-211	60.94
HEARTLAND PAPER COMPAN	163326-0	07/24/2015	SUPPLIES	230-45124-211	92.54
LEWIS FAMILY DRUG, LLC	20150721	07/21/2015	#17679 - WINDOM POOL	230-45124-217	35.37
SECR REV FUND/CITY OF WD	20150727	07/27/2015	PETTY CASH - POOL POSTAGE	230-45124-322	7.23
MN ENERGY RESOURCES	20150721D	07/21/2015	HEATING #4348184-5 POOL	230-45124-383	1,928.25
HOMETOWN SANITATION SE	0000134013	07/07/2015	GARBAGE SERVICE - SWIMMI	230-45124-384	81.90
ELITE MECHANICAL SYSTEMS,	1555	07/21/2015	MAINTENANCE	230-45124-404	709.69
HAWKINS, INC	3754374	07/27/2015	CHEMICALS	230-45124-404	240.88
MN REVENUE	20150721	07/21/2015	SALES TAX - JUNE 2015	230-45124-460	890.00
Activity 45124 - Pool Total:					4,046.80
Fund 230 - POOL Total:					4,094.80

Fund: 235 - AMBULANCE

Activity: 42153 - Ambulance

BOUND TREE MEDICAL, LLC	81836581	07/14/2015	SUPPLIES	235-42153-217	11.00
BOUND TREE MEDICAL, LLC	81836582	07/14/2015	SUPPLIES	235-42153-217	30.99
BOUND TREE MEDICAL, LLC	81841558	07/14/2015	SUPPLIES	235-42153-217	254.97
WINDOM AREA HOSPITAL	20150721A	07/21/2015	NURSING	235-42153-312	1,893.02
VERIZON WIRELESS	9748605726	07/21/2015	SERVICE FOR LAP TOPS	235-42153-321	123.49
APRIL HARRINGTON	20150721	07/21/2015	EXPENSE	235-42153-334	20.43
TIM HACKER	20150721	07/21/2015	EXPENSE	235-42153-334	16.69
KIM POWERS	20150721	07/21/2015	EXPENSE	235-42153-334	42.60
BUCKWHEAT JOHNSON	20150721	07/21/2015	EXPENSE	235-42153-334	29.90
JOLYNN NERHUS	20150721	07/21/2015	EXPENSE	235-42153-334	55.79
ZOLL MEDICAL CORPORATION	2264666	07/21/2015	MAINTENANCE	235-42153-404	73.33
ELECTRIC FUND	20150720B	07/20/2015	MAINTENANCE - AMB # 27, #	235-42153-405	160.20
WINDOM AUTO VALU	20150721	07/21/2015	MAINTENANCE #3400540	235-42153-405	53.21
MN REVENUE	20150721A	07/21/2015	MINN CARE TAX - 2014 INTER	235-42153-460	40.74
MN REVENUE	20150721B	07/21/2015	MINN CARE TAX - 2013 INTER	235-42153-460	194.34
MN REVENUE	20150721D	07/21/2015	MINN CARE TAX - 2012 INTER	235-42153-460	211.92
Activity 42153 - Ambulance Total:					3,212.62
Fund 235 - AMBULANCE Total:					3,212.62

Fund: 250 - EDA GENERAL

Activity: 46520 - EDA

NCPERS MINNESOTA	20150727	07/27/2015	INSURANCE 844600 AUG. 20	250-46520-133	24.00
INDOFF, INC	2649923	07/08/2015	SUPPLIES	250-46520-200	8.15
CENTURY BUSINESS PRODUCT	283509	07/14/2015	SUPPLIES	250-46520-200	61.95
EHLERS & ASSOC., INC.	68059	07/20/2015	SERVICE - TIF ADMINISTRATIO	250-46520-301	840.00
EHLERS & ASSOC., INC.	68060	07/20/2015	SERVICE - TIF REPORTING	250-46520-301	5,302.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SECR REV FUND/CITY OF WD	20150727	07/27/2015	PETTY CASH - EDA POSTAGE	250-46520-322	19.15
CITIZEN PUBLISHING CO	20150713	07/13/2015	ADVERTISING -	250-46520-340	95.00
CITIZEN PUBLISHING CO	20150713	07/13/2015	ADVERTISING -	250-46520-350	79.50
MN DEPT OF TRANSPORTATI	20150720	07/20/2015	INFROMATIONAL SIGNAGE	250-46520-439	2,965.20
COTTONWOOD CO RECORDE	55924	07/21/2015	#275740 TRANS 55924	250-46520-480	46.00
				Activity 46520 - EDA Total:	9,441.45
				Fund 250 - EDA GENERAL Total:	9,441.45

Fund: 254 - NORTH IND PARK**Activity: 46520 - EDA**

SCHRAMEL LAW OFFICE	20150721	07/21/2015	WINDOM EDA/FAST MFG INC	254-46520-304	350.00
SCOTT VEENKER	23412	07/13/2015	SERVICE	254-46520-406	300.00
				Activity 46520 - EDA Total:	650.00
				Fund 254 - NORTH IND PARK Total:	650.00

Fund: 260 - TIF 1-13 RIVER BLUFF

EDA	20150720	07/20/2015	INTERFUND LOAN DIST 1-13	260-20702	2,000.00
					2,000.00
				Fund 260 - TIF 1-13 RIVER BLUFF Total:	2,000.00

Fund: 262 - TIF 1-2 PAMIDA**Activity: 46530 - TIF Districts**

WENCK ASSOCIATES, INC.	11503639	07/21/2015	B3184-0006 DES MOINES RIV	262-46530-303	15.06
				Activity 46530 - TIF Districts Total:	15.06
				Fund 262 - TIF 1-2 PAMIDA Total:	15.06

Fund: 601 - WATER**Activity: 49400 - Water**

NCPERS MINNESOTA	20150727	07/27/2015	INSURANCE 844600 AUG. 20	601-49400-133	40.00
HAWKINS, INC	3748653	07/14/2015	CHEMICALS	601-49400-216	6,402.30
GOPHER STATE ONE CALL	137739	07/06/2015	LOCATES	601-49400-321	14.50
SECR REV FUND/CITY OF WD	20150727	07/27/2015	PETTY CASH - WATER POSTA	601-49400-322	8.95
MN ENERGY RESOURCES	20150721A	07/21/2015	HEATING #4095252-5 WATER	601-49400-383	298.32
HOMETOWN SANITATION SE	0000134003	07/07/2015	GARBAGE SERVICE - WASTEW	601-49400-384	85.04
FEDER MECHANICAL INC	77209	07/13/2015	MAINTENANCE	601-49400-404	690.00
MELVIN DUERKSEN, CONTRA	20150721	07/21/2015	SERVICE-163 9TH ST & 125 PR	601-49400-408	704.50
NEGEN CONSTRUCTION LLC	20150727	07/27/2015	SERVICE	601-49400-480	737.50
				Activity 49400 - Water Total:	8,981.11
				Fund 601 - WATER Total:	8,981.11

Fund: 602 - SEWER**Activity: 49450 - Sewer**

NCPERS MINNESOTA	20150727	07/27/2015	INSURANCE 844600 AUG. 20	602-49450-133	56.00
HAWKINS, INC	3748203	07/13/2015	CHEMICALS	602-49450-216	1,062.50
STEVE WILLARD	20150728	07/28/2015	EXPENSE-SAFETY BOOTS	602-49450-217	100.00
MN VALLEY TESTING	761490	06/30/2015	TESTING	602-49450-310	38.40
MN VALLEY TESTING	761541	06/30/2015	TESTING	602-49450-310	238.00
MN VALLEY TESTING	761795	06/30/2015	TESTING	602-49450-310	118.60
MN VALLEY TESTING	762029	07/06/2015	TESTING	602-49450-310	158.00
MN VALLEY TESTING	762279	07/06/2015	TESTING	602-49450-310	133.00
MN VALLEY TESTING	762798	07/07/2015	TESTING	602-49450-310	238.00
MN VALLEY TESTING	763219	07/13/2015	TESTING	602-49450-310	118.60
MN VALLEY TESTING	763241	07/13/2015	TESTING	602-49450-310	133.00
MN VALLEY TESTING	763263	07/13/2015	TESTING	602-49450-310	158.00
MN VALLEY TESTING	763264	07/13/2015	TESTING	602-49450-310	118.60
MN VALLEY TESTING	763559	07/13/2015	TESTING	602-49450-310	126.40
GOPHER STATE ONE CALL	137739	07/06/2015	LOCATES	602-49450-321	14.50
MN ENERGY RESOURCES	20150721	07/21/2015	HEATING #4325313-7	602-49450-383	78.81
MN ENERGY RESOURCES	20150721B	07/21/2015	HEATING #4335469-5	602-49450-383	18.69
MN ENERGY RESOURCES	20150721C	07/21/2015	HEATING #4222768-6	602-49450-383	21.47
WINDOM AUTO VALU	20150721	07/21/2015	MAINTENANCE #3400540	602-49450-404	104.89
FEDER MECHANICAL INC	77207	07/13/2015	MAINTENANCE	602-49450-404	145.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINDOM AUTO VALU	20150721	07/21/2015	MAINTENANCE #3400540	602-49450-405	19.98
NEGEN CONSTRUCTION LLC	20150727	07/27/2015	SERVICE	602-49450-408	611.25
BOLTON & MENK, INC.	0179778	07/20/2015	WINDOM-MPCA NITRATE PIL	602-49450-439	7,764.83
				Activity 49450 - Sewer Total:	11,576.52
				Fund 602 - SEWER Total:	11,576.52

Fund: 604 - ELECTRIC

TELECOM FUND	20150721	07/21/2015	MONTHLY TRANSFERS	604-11500	42.71
DAKOTA SUPPLY GROUP	B437455	07/13/2015	ELECTRIC INVENTORY	604-14200	337.73
J. H. LARSON	S100970276.001	07/13/2015	ELECTRIC INVENTORY	604-14200	236.15
J. H. LARSON	S100970276.002	07/14/2015	ELECTRIC INVENTORY	604-14200	49.44
MN REVENUE	20150721	07/21/2015	SALES TAX - JUNE 2015	604-20202	13,524.00
KENO KUSA	20150602	06/02/2015	REFUND - UTILITY PREPAYME	604-22000	300.00
DAVID LOHRER	20150721	07/21/2015	REFUND -BAL OF UTIL PREPAY	604-22000	299.31
ELECTRIC FUND	20150721	07/21/2015	UTIL PREPAY-KATY WOLD/CO	604-22000	275.44
CLAYTON HANSON	20150721	07/21/2015	REFUND-UTILITY PREPAYMEN	604-22000	300.00
KATY WOLD & COLE READ	20150721	07/21/2015	REFUND-BALANCE OF UTIL PR	604-22000	24.56
ELECTRIC FUND	20150721A	07/21/2015	UTIL PREPAY-DAVID LOHRER -	604-22000	0.69
NIKOLE SCHAFFER	20150724	07/24/2015	REFUND - UTILITY PREPAYME	604-22000	125.00
LACEY GEERDES	20150724	07/24/2015	REFUND - UTILITY PREPAYME	604-22000	300.00
MARTIN HERNANDEZ	20150727	07/27/2015	REFUND - UTILITY PREPAYME	604-22000	300.00
DOUG SAVILLE	20150727	07/27/2015	REFUND - UTILITY PREPAYME	604-22000	300.00
					16,415.03

Activity: 49550 - Electric

NCPERS MINNESOTA	20150727	07/27/2015	INSURANCE 844600 AUG. 20	604-49550-133	96.00
OFFICEMAX - HSBC BUS SOLU	905219	07/21/2015	SUPPLIES	604-49550-200	94.32
COLE PAPERS INC.	9104911	07/01/2015	SUPPLIES	604-49550-211	192.36
BORDER STATES	909673813	07/24/2015	UNIFORMS	604-49550-218	501.76
CENTRAL MINNESOTA MUNIC	5172	07/15/2015	POWER COST	604-49550-263	128,072.11
CENTRAL MINNESOTA MUNIC	5172A	07/15/2015	POWER COST	604-49550-263	122,809.13
DEPARTMENT OF ENERGY	BFPB000800615	07/06/2015	POWER COST	604-49550-263	119,044.44
SKARSHAUG TESTING LAB	199890	07/08/2015	TESTING	604-49550-310	111.97
GOPHER STATE ONE CALL	137739	07/06/2015	LOCATES	604-49550-321	14.50
MN ENERGY RESOURCES	20150724A	07/24/2015	HEATING #4355412-0 ELECTRI	604-49550-383	74.55
HOMETOWN SANITATION SE	0000134004	07/08/2015	GARBAGE SERVICE - ELECTRIC	604-49550-384	84.75
JOHN HOLT	20150713	07/13/2015	MAINTENANCE	604-49550-408	72.50
JAMES A. MULLER	20150724	07/24/2015	TURBINE INSPECTION SERVIC	604-49550-410	8,038.01
WERNER ELECTRIC	S8693204.001	07/27/2015	MAINTENANCE	604-49550-410	14.99
CLARA JOHNSON	20150728	07/28/2015	ENERGY REBATE	604-49550-450	187.50
CENTRAL MINNESOTA MUNIC	5187	07/15/2015	CIP MONTHLY ASSESSMENT	604-49550-450	1,133.00
MN REVENUE	20150721	07/21/2015	SALES TAX - JUNE 2015	604-49550-460	74.37
BANK MIDWEST	20150721	07/21/2015	NSF-MALIA BARTAK - UTIL PR	604-49550-480	300.00
BANK MIDWEST	20150727	07/27/2015	NSF-RODOLFO DOMINGUEZ -	604-49550-480	151.03
				Activity 49550 - Electric Total:	381,067.29
				Fund 604 - ELECTRIC Total:	397,482.32

Fund: 609 - LIQUOR STORE

ZABINSKI BUSINESS SERVICES,	1543	07/27/2015	REGISTER EQUIP & SOFTWARE	609-16420	5,383.83
MN REVENUE	20150721	07/21/2015	SALES TAX - JUNE 2015	609-20202	16,657.00
					22,040.83

Activity: 49751 - Liquor Store

NCPERS MINNESOTA	20150727	07/27/2015	INSURANCE 844600 AUG. 20	609-49751-133	16.00
GOPHER ALARMS	37014	07/06/2015	SUPPLIES	609-49751-200	133.59
CAMPUS CLEANERS	07-010278	07/08/2015	SERVICE	609-49751-217	20.05
CAMPUS CLEANERS	07-011504	07/24/2015	SERVICE	609-49751-217	20.05
AH HERMEL COMPANY	514415	06/29/2015	MERCHANDISE	609-49751-217	114.22
AH HERMEL COMPANY	516787	07/08/2015	MERCHANDISE	609-49751-217	56.84
WIRTZ BEVERAGE MN WINE	1080342915	07/07/2015	MERCHANDISE	609-49751-251	3,326.88
SOUTHERN WINE & SPIRITS O	1299584	06/30/2015	MERCHANDISE	609-49751-251	570.99
SOUTHERN WINE & SPIRITS O	1304410	07/14/2015	MERCHANDISE	609-49751-251	3,185.89

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Payment Dates: 7/16/2015 - 7/29/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHERN WINE & SPIRITS O	1304411	07/14/2015	MERCHANDISE	609-49751-251	77.91
PHILLIPS WINE & SPIRITS	215772	07/21/2015	CREDIT - MERCHANDISE	609-49751-251	-59.67
PHILLIPS WINE & SPIRITS	2812056	07/06/2015	MERCHANDISE	609-49751-251	9,634.12
PHILLIPS WINE & SPIRITS	2815993	07/14/2015	MERCHANDISE	609-49751-251	227.50
BELLBOY CORP	48938000	07/06/2015	MERCHANDISE	609-49751-251	891.15
JOHNSON BROS.	5198452	07/06/2015	MERCHANDISE	609-49751-251	4,612.84
JOHNSON BROS.	5204734	07/14/2015	MERCHANDISE	609-49751-251	3,943.32
JOHNSON BROS.	532816	07/20/2015	CREDIT - MERCHANDISE	609-49751-251	-143.49
ARTISAN BEER COMPANY	3040182	07/06/2015	MERCHANDISE	609-49751-252	637.15
ARTISAN BEER COMPANY	317358	06/29/2015	CREDIT - MERCHANDISE	609-49751-252	-29.70
ARTISAN BEER COMPANY	317469	06/30/2015	CREDIT - MERCHANDISE	609-49751-252	-44.75
ARTISAN BEER COMPANY	318523	07/20/2015	CREDIT - MERCHANDISE	609-49751-252	-44.75
DOLL DISTRIBUTING, LLC	419774	07/24/2015	MERCHANDISE	609-49751-252	8,516.15
DOLL DISTRIBUTING, LLC	419775	07/27/2015	CREDIT - MERCHANDISE	609-49751-252	-17.75
DOLL DISTRIBUTING, LLC	424016	07/27/2015	MERCHANDISE	609-49751-252	7,470.60
JOHNSON BROS.	5198454	07/06/2015	MERCHANDISE	609-49751-252	47.99
JOHNSON BROS.	5204736	07/14/2015	MERCHANDISE	609-49751-252	388.47
BEVERAGE WHOLESALERS	558973	07/24/2015	MERCHANDISE	609-49751-252	7,649.85
BEVERAGE WHOLESALERS	559996	07/27/2015	MERCHANDISE	609-49751-252	6,515.25
HOHENSTEINS	772954	07/24/2015	MERCHANDISE	609-49751-252	438.50
SOUTHERN WINE & SPIRITS O	1299585	06/30/2015	MERCHANDISE	609-49751-253	610.00
SOUTHERN WINE & SPIRITS O	1304411	07/14/2015	MERCHANDISE	609-49751-253	930.00
PHILLIPS WINE & SPIRITS	2812057	07/06/2015	MERCHANDISE	609-49751-253	734.00
BELLBOY CORP	48938000	07/06/2015	MERCHANDISE	609-49751-253	760.00
JOHNSON BROS.	5198453	07/06/2015	MERCHANDISE	609-49751-253	1,160.70
JOHNSON BROS.	5204735	07/14/2015	MERCHANDISE	609-49751-253	1,144.70
JOHNSON BROS.	531062	07/20/2015	CREDIT - MERCHANDISE	609-49751-253	-5.33
COCA-COLA BOTTLING COMP	0458509017	07/20/2015	MERCHANDISE	609-49751-254	231.20
WIRTZ BEVERAGE MN WINE	1080342915	07/07/2015	MERCHANDISE	609-49751-254	110.15
EXTREME BEVERAGE, LLC	267-5488	07/08/2015	MERCHANDISE	609-49751-254	174.50
DOLL DISTRIBUTING, LLC	419774	07/24/2015	MERCHANDISE	609-49751-254	45.00
AH HERMEL COMPANY	514415	06/29/2015	MERCHANDISE	609-49751-254	141.21
AH HERMEL COMPANY	516787	07/08/2015	MERCHANDISE	609-49751-254	129.16
JOHNSON BROS.	5198453	07/06/2015	MERCHANDISE	609-49751-254	36.00
JOHNSON BROS.	5204735	07/14/2015	MERCHANDISE	609-49751-254	30.25
BEVERAGE WHOLESALERS	558973	07/24/2015	MERCHANDISE	609-49751-254	16.36
AH HERMEL COMPANY	514415	06/29/2015	MERCHANDISE	609-49751-256	156.76
AH HERMEL COMPANY	516787	07/08/2015	MERCHANDISE	609-49751-256	235.14
DOLL DISTRIBUTING, LLC	419774	07/24/2015	MERCHANDISE	609-49751-259	45.75
DOLL DISTRIBUTING, LLC	424016	07/27/2015	MERCHANDISE	609-49751-259	95.80
BEVERAGE WHOLESALERS	558973	07/24/2015	MERCHANDISE	609-49751-259	16.80
BEVERAGE WHOLESALERS	559996	07/27/2015	MERCHANDISE	609-49751-259	35.80
AH HERMEL COMPANY	514415	06/29/2015	MERCHANDISE	609-49751-261	38.75
WIRTZ BEVERAGE MN WINE	1080342915	07/07/2015	MERCHANDISE	609-49751-333	57.81
SOUTHERN WINE & SPIRITS O	1299584	06/30/2015	MERCHANDISE	609-49751-333	12.50
SOUTHERN WINE & SPIRITS O	1299585	06/30/2015	MERCHANDISE	609-49751-333	20.00
SOUTHERN WINE & SPIRITS O	1304410	07/14/2015	MERCHANDISE	609-49751-333	48.01
SOUTHERN WINE & SPIRITS O	1304411	07/14/2015	MERCHANDISE	609-49751-333	24.00
PHILLIPS WINE & SPIRITS	2812056	07/06/2015	MERCHANDISE	609-49751-333	157.12
PHILLIPS WINE & SPIRITS	2812057	07/06/2015	MERCHANDISE	609-49751-333	18.37
PHILLIPS WINE & SPIRITS	2815992	07/14/2015	MERCHANDISE	609-49751-333	0.13
PHILLIPS WINE & SPIRITS	2815993	07/14/2015	MERCHANDISE	609-49751-333	10.02
AH HERMEL COMPANY	514415	06/29/2015	MERCHANDISE	609-49751-333	3.95
AH HERMEL COMPANY	516787	07/08/2015	MERCHANDISE	609-49751-333	3.95
JOHNSON BROS.	5198452	07/06/2015	MERCHANDISE	609-49751-333	90.88
JOHNSON BROS.	5198453	07/06/2015	MERCHANDISE	609-49751-333	45.09
JOHNSON BROS.	5204734	07/14/2015	MERCHANDISE	609-49751-333	51.49
JOHNSON BROS.	5204735	07/14/2015	MERCHANDISE	609-49751-333	45.09
JOHNSON BROS.	532816	07/20/2015	CREDIT - MERCHANDISE	609-49751-333	-1.67
JOHNSON BROS.	533365	07/27/2015	CREDIT - MERCHANDISE	609-49751-333	-1.67

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WORTHINGTON DAILY GLOBE	20150708	07/08/2015	ADVERTISE - RIVER BEND LIQ	609-49751-340	25.00
CITIZEN PUBLISHING CO	20150713	07/13/2015	ADVERTISING -	609-49751-340	1,057.00
MN ENERGY RESOURCES	20150727	07/27/2015	HEATING #4290426-8 -RIVER	609-49751-383	61.00
HOMETOWN SANITATION SE	0000134002	07/08/2015	GARBAGE SERVICE- RIVER BE	609-49751-384	48.06
CITIZEN PUBLISHING CO	20150713A	07/13/2015	COMPUTER SUPPORT	609-49751-404	240.06
MN MUNICIPAL BEVERAGE AS	20150727	07/27/2015	ANNUAL DUES - CITY OF WIN	609-49751-433	1,585.00
Activity 49751 - Liquor Store Total:					68,629.09
Fund 609 - LIQUOR STORE Total:					90,669.92

Fund: 614 - TELECOM

DOUG SAVILLE	20150721	07/21/2015	REFUND - STATEMENT CREDI	614-11500	22.24
WECC-WINDOM ED & COLAB	20150721	07/21/2015	REFUND - STATEMENT CREDI	614-11500	1.50
DEBBY ANDERSON	20150721	07/21/2015	REFUND - STATEMENT CREDI	614-11500	42.86
JERRY HOTOVEC	20150721	07/21/2015	REFUND - STATEMENT CREDI	614-11500	76.99
ELECTRIC FUND	20150721B	07/21/2015	MONTHLY TRANSFERS	614-11500	921.00
MN REVENUE	20150721	07/21/2015	SALES TAX - JUNE 2015	614-20202	8,589.00
Activity: 49870 - Telecom					9,653.59

NCPERS MINNESOTA	20150727	07/27/2015	INSURANCE 844600 AUG. 20	614-49870-133	96.00
HY-VEE, INC.	20150720	07/20/2015	MERCHANDISE	614-49870-200	23.21
INDOFF, INC	2649906	07/15/2015	SUPPLIES	614-49870-200	39.15
HY-VEE, INC.	4701168702	07/20/2015	SUPPLIES	614-49870-200	21.34
CAMPUS CLEANERS	07-010893	07/15/2015	SERVICE	614-49870-211	21.33
COLE PAPERS INC.	9104633	07/15/2015	SUPPLIES	614-49870-211	167.93
ELECTRIC SCIENTIFIC CO INC	425007	07/15/2015	MAINTENANCE-INSPECTION	614-49870-223	350.00
JASON HANKE	387102	07/15/2015	SERVICE-MAINTENANCE	614-49870-227	1,332.44
OLSEN THIELEN & CO.,LTD	22440	07/15/2015	SERVICE	614-49870-304	470.00
INTERSTATE TRS FUND	82580707154	07/20/2015	ASSESSMENT FOR 499-A FILIN	614-49870-304	147.05
GOPHER STATE ONE CALL	137739	07/06/2015	LOCATES	614-49870-321	14.50
GODFATHER'S PIZZA	141133	07/15/2015	EXPENSE - TELECOM	614-49870-334	35.78
CITIZEN PUBLISHING CO	20150713	07/13/2015	ADVERTISING -	614-49870-340	598.50
HOMETOWN SANITATION SE	0000134005	07/15/2015	GARBAGE SERVICE - TELECOM	614-49870-384	73.92
MLB NETWORK	054120	07/14/2015	SUBSCRIBER	614-49870-442	1,037.60
RFD TV	2168-1743	07/24/2015	MERCHANDISE	614-49870-442	430.60
TOWER DISTRIBUTION COMP	445837	07/08/2015	SUBSCRIBER	614-49870-442	539.03
KARE GANNETT CO., INC	484-1042	07/13/2015	SUBSCRIBER	614-49870-442	4,877.92
SHOWTIME NETWORKS INC	9002731-0615	07/13/2015	SUBSCRIBER	614-49870-442	559.98
ZAYO BANDWIDTH	20150715	07/15/2015	SERVICE	614-49870-451	3,268.78
MN REVENUE	20150721	07/21/2015	SALES TAX - JUNE 2015	614-49870-460	70.19
BANK MIDWEST	20150721A	07/21/2015	NSF-DAVID HASSAN ALI-TELE	614-49870-480	36.96
Activity 49870 - Telecom Total:					14,212.21
Fund 614 - TELECOM Total:					23,865.80

Fund: 615 - ARENA

Activity: 49850 - Arena					
NCPERS MINNESOTA	20150727	07/27/2015	INSURANCE 844600 AUG. 20	615-49850-133	32.00
HEARTLAND PAPER COMPAN	163326-0	07/24/2015	SUPPLIES	615-49850-211	251.40
GREAT AMERICAN LUMBER, I	52366A	07/27/2015	MATERIALS - EQUIP	615-49850-215	1,000.00
WINDOM AUTO VALU	20150721	07/21/2015	MAINTENANCE #3400540	615-49850-241	7.49
COCA-COLA BOTTLING COMP	0458506414	07/28/2015	MERCHANDISE	615-49850-260	116.64
HY-VEE, INC.	20150720	07/20/2015	MERCHANDISE	615-49850-260	107.81
MN ENERGY RESOURCES	20150721F	07/21/2015	HEATING #4070858-8 ARENA	615-49850-383	133.67
HOMETOWN SANITATION SE	0000134006	07/07/2015	GARBAGE SERVICE - ARENA	615-49850-384	130.88
MN REVENUE	20150721	07/21/2015	SALES TAX - JUNE 2015	615-49850-460	1,238.00
Activity 49850 - Arena Total:					3,017.89
Fund 615 - ARENA Total:					3,017.89

Fund: 617 - M/P CENTER

MN REVENUE	20150721	07/21/2015	SALES TAX - JUNE 2015	617-20202	284.80
Fund 617 - M/P CENTER Total:					284.80

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Payment Dates: 7/16/2015 - 7/29/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Activity: 49860 - M/P Center					
NCPERS MINNESOTA	20150727	07/27/2015	INSURANCE 844600 AUG. 20	617-49860-133	48.00
COLE PAPERS INC.	9104633	07/15/2015	SUPPLIES	617-49860-211	544.94
MN ENERGY RESOURCES	20150721E	07/21/2015	HEATING #4271541-7 COMM	617-49860-383	99.01
HOMETOWN SANITATION SE	0000134007	07/07/2015	GARBAGE SERVICE -COMM CE	617-49860-384	51.52
MN REVENUE	20150721	07/21/2015	SALES TAX - JUNE 2015	617-49860-460	415.20
COLE PAPERS INC.	9104633	07/15/2015	SUPPLIES	617-49860-480	50.05
Activity 49860 - M/P Center Total:					1,208.72
Fund 617 - M/P CENTER Total:					1,493.52
Fund: 700 - PAYROLL					
Internal Revenue Service-Payr	INV0000594	07/24/2015	Federal Tax Withholding	700-21701	11,247.73
Minnesota Department of Re	INV0000593	07/24/2015	State Withholding	700-21702	4,600.46
Internal Revenue Service-Payr	INV0000595	07/24/2015	Social Security	700-21703	12,694.26
MN Pera	INV0000586	07/24/2015	PERA	700-21704	12,570.53
MN Pera	INV0000587	07/24/2015	PERA	700-21704	5,304.74
MN Pera	INV0000588	07/24/2015	PERA	700-21704	531.68
Minnesota State Deferred	INV0000589	07/24/2015	Deferred Compensation	700-21705	4,275.00
Minnesota State Deferred	INV0000590	07/24/2015	Deferred Roth	700-21705	875.00
LOCAL UNION #949	20150724	07/24/2015	UNION DUES	700-21707	1,704.60
LAW ENFORCMENT LABOR SE	20150724	07/24/2015	UNION DUES	700-21708	351.01
MN Child Support Payment C	INV0000591	07/24/2015	Child Support Payment	700-21709	407.47
Internal Revenue Service-Payr	INV0000592	07/24/2015	Medicare Withholding	700-21711	3,513.68
SELECTACCOUNT	20150721	07/21/2015	FLEX SPENDING	700-21712	347.89
SELECTACCOUNT	20150728	07/28/2015	FLEX SPENDING	700-21712	3,038.50
AFLAC	990598	07/21/2015	INSURANCE #OEQP3	700-21715	204.00
AFLAC	990598	07/21/2015	INSURANCE #OEQP3	700-21716	389.97
NCPERS MINNESOTA	20150727	07/27/2015	INSURANCE 844600 AUG. 20	700-21718	16.00
MII LIFE	20150721	07/21/2015	VEBA	700-21720	10,203.21
					72,275.73
Fund 700 - PAYROLL Total:					72,275.73
Grand Total:					630,409.99

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	1,104.60
211 - LIBRARY	502.31
225 - AIRPORT	26.34
230 - POOL	4,094.80
235 - AMBULANCE	3,212.62
250 - EDA GENERAL	9,441.45
254 - NORTH IND PARK	650.00
260 - TIF 1-13 RIVER BLUFF	2,000.00
262 - TIF 1-2 PAMIDA	15.06
601 - WATER	8,981.11
602 - SEWER	11,576.52
604 - ELECTRIC	397,482.32
609 - LIQUOR STORE	90,669.92
614 - TELECOM	23,865.80
615 - ARENA	3,017.89
617 - M/P CENTER	1,493.52
700 - PAYROLL	72,275.73
Grand Total:	630,409.99

Account Summary

Account Number	Account Name	Payment Amount
100-11500	Accounts Receivable	-92.00
100-14200	Inventory - Central Store	509.31
100-20202	Sales Tax Payable	41.16
100-22000	Prepayments	-34,000.00
100-34780	Park Fees	112.28
100-34950	Other Charges for Servic	1.80
100-41110-350	Printing & Design	1,300.90
100-41110-480	Other Miscellaneous	7,002.00
100-41110-491	Payments to Other Orga	3,115.46
100-41310-133	Employer Paid Insurance	80.00
100-41310-200	Office Supplies	51.94
100-41310-217	Other Operating Supplie	164.43
100-41310-322	Postage	2.04
100-41310-331	Travel Expense	345.00
100-41310-480	Other Miscellaneous	135.98
100-41910-133	Employer Paid Insurance	24.00
100-41910-200	Office Supplies	38.81
100-41910-480	Other Miscellaneous	46.00
100-41940-383	Gas Utility	112.95
100-41940-384	Refuse Disposal	85.04
100-41940-406	Repairs & Maint - Groun	120.00
100-42120-133	Employer Paid Insurance	160.00
100-42120-200	Office Supplies	73.99
100-42120-218	Uniforms	3,615.98
100-42120-308	Training & Registrations	125.00
100-42120-321	Telephone	93.57
100-42120-322	Postage	6.28
100-42120-323	Radio Units	77.56
100-42120-326	Data Processing	433.00
100-42120-404	Repairs & Maint - M&E	382.49
100-42120-419	Vehicle Lease	1,731.30
100-42120-480	Other Miscellaneous	106.50
100-42220-211	Cleaning Supplies	70.75
100-42220-215	Materials & Equipment	366.86
100-42220-217	Other Operating Supplie	68.00
100-42220-218	Uniforms	263.20

Account Summary

Account Number	Account Name	Payment Amount
100-42220-308	Training & Registrations	20.00
100-42220-321	Telephone	-2.86
100-42220-326	Data Processing	10.02
100-42220-404	Repairs & Maint - M&E	39.83
100-43100-133	Employer Paid Insurance	80.00
100-43100-211	Cleaning Supplies	175.78
100-43100-224	Street Maint Materials	5,910.17
100-43100-225	Landscaping Materials	4,792.50
100-43100-350	Printing & Design	109.20
100-43100-383	Gas Utility	75.70
100-43100-384	Refuse Disposal	130.85
100-43100-404	Repairs & Maint - M&E	4.87
100-43100-405	Repairs & Maint - Vehicl	18.00
100-43210-307	Management Fees	116.37
100-45120-215	Materials & Equipment	75.00
100-45120-217	Other Operating Supplie	1,067.06
100-45120-260	Concessions	391.44
100-45202-133	Employer Paid Insurance	16.00
100-45202-211	Cleaning Supplies	598.20
100-45202-384	Refuse Disposal	231.50
100-45202-404	Repairs & Maint - M&E	441.40
100-45202-405	Repairs & Maint - Vehicl	31.99
211-45501-133	Employer Paid Insurance	16.00
211-45501-217	Other Operating Supplie	130.00
211-45501-350	Printing & Design	84.00
211-45501-383	Gas Utility	72.58
211-45501-433	Dues & Subscriptions	139.73
211-45501-480	Other Miscellaneous	60.00
225-45127-321	Telephone	26.34
230-34721	Pool Instruction	48.00
230-45124-211	Cleaning Supplies	153.48
230-45124-217	Other Operating Supplie	35.37
230-45124-322	Postage	7.23
230-45124-383	Gas Utility	1,928.25
230-45124-384	Refuse Disposal	81.90
230-45124-404	Repairs & Maint - M&E	950.57
230-45124-460	Miscellaneous Taxes	890.00
235-42153-217	Other Operating Supplie	296.96
235-42153-312	Nursing	1,893.02
235-42153-321	Telephone	123.49
235-42153-334	Meals/Lodging	165.41
235-42153-404	Repairs & Maint - M&E	73.33
235-42153-405	Repairs & Maint - Vehicl	213.41
235-42153-460	Miscellaneous Taxes	447.00
250-46520-133	Employer Paid Insurance	24.00
250-46520-200	Office Supplies	70.10
250-46520-301	Auditing & Consulting Se	6,142.50
250-46520-322	Postage	19.15
250-46520-340	Advertising & Promotion	95.00
250-46520-350	Printing & Design	79.50
250-46520-439	Special Projects	2,965.20
250-46520-480	Other Miscellaneous	46.00
254-46520-304	Legal Fees	350.00
254-46520-406	Repairs & Maint - Groun	300.00
260-20702	Due to EDA Fund	2,000.00
262-46530-303	Engineering and Surveyi	15.06
601-49400-133	Employer Paid Insurance	40.00
601-49400-216	Chemicals and Chemical	6,402.30

Account Summary

Account Number	Account Name	Payment Amount
601-49400-321	Telephone	14.50
601-49400-322	Postage	8.95
601-49400-383	Gas Utility	298.32
601-49400-384	Refuse Disposal	85.04
601-49400-404	Repairs & Maint - M&E	690.00
601-49400-408	Repairs & Maint - Distrib	704.50
601-49400-480	Other Miscellaneous	737.50
602-49450-133	Employer Paid Insurance	56.00
602-49450-216	Chemicals and Chemical	1,062.50
602-49450-217	Other Operating Supplie	100.00
602-49450-310	Lab Testing	1,578.60
602-49450-321	Telephone	14.50
602-49450-383	Gas Utility	118.97
602-49450-404	Repairs & Maint - M&E	249.89
602-49450-405	Repairs & Maint - Vehicl	19.98
602-49450-408	Repairs & Maint - Distrib	611.25
602-49450-439	Special Projects	7,764.83
604-11500	Accounts Receivable	42.71
604-14200	Inventory	623.32
604-20202	Sales Tax Payable	13,524.00
604-22000	Prepayments	2,225.00
604-49550-133	Employer Paid Insurance	96.00
604-49550-200	Office Supplies	94.32
604-49550-211	Cleaning Supplies	192.36
604-49550-218	Uniforms	501.76
604-49550-263	Merchandise for Resale	369,925.68
604-49550-310	Lab Testing	111.97
604-49550-321	Telephone	14.50
604-49550-383	Gas Utility	74.55
604-49550-384	Refuse Disposal	84.75
604-49550-408	Repairs & Maint - Distrib	72.50
604-49550-410	Repairs & Maint - Gener	8,053.00
604-49550-450	Conservation	1,320.50
604-49550-460	Miscellaneous Taxes	74.37
604-49550-480	Other Miscellaneous	451.03
609-16420	Office Equipment	5,383.83
609-20202	Sales Tax Payable	16,657.00
609-49751-133	Employer Paid Insurance	16.00
609-49751-200	Office Supplies	133.59
609-49751-217	Other Operating Supplie	211.16
609-49751-251	Liquor	26,267.44
609-49751-252	Beer	31,527.01
609-49751-253	Wine	5,334.07
609-49751-254	Soft Drinks & Mix	913.83
609-49751-256	Tobacco Products	391.90
609-49751-259	Non- Alcoholic	194.15
609-49751-261	Other Merchandise	38.75
609-49751-333	Freight and Express	585.07
609-49751-340	Advertising & Promotion	1,082.00
609-49751-383	Gas Utility	61.00
609-49751-384	Refuse Disposal	48.06
609-49751-404	Repairs & Maint - M&E	240.06
609-49751-433	Dues & Subscriptions	1,585.00
614-11500	Accounts Receivable	1,064.59
614-20202	Sales Tax Payable	8,589.00
614-49870-133	Employer Paid Insurance	96.00
614-49870-200	Office Supplies	83.70
614-49870-211	Cleaning Supplies	189.26

Account Summary

Account Number	Account Name	Payment Amount
614-49870-223	Buidling Repair Supplies	350.00
614-49870-227	Utility System Maint Sup	1,332.44
614-49870-304	Legal Fees	617.05
614-49870-321	Telephone	14.50
614-49870-334	Meals/Lodging	35.78
614-49870-340	Advertising & Promotion	598.50
614-49870-384	Refuse Disposal	73.92
614-49870-442	Subscriber Fees	7,445.13
614-49870-451	Call Completion	3,268.78
614-49870-460	Miscellaneous Taxes	70.19
614-49870-480	Other Miscellaneous	36.96
615-49850-133	Employer Paid Insurance	32.00
615-49850-211	Cleaning Supplies	251.40
615-49850-215	Materials & Equipment	1,000.00
615-49850-241	Small Tools	7.49
615-49850-260	Concessions	224.45
615-49850-383	Gas Utility	133.67
615-49850-384	Refuse Disposal	130.88
615-49850-460	Miscellaneous Taxes	1,238.00
617-20202	Sales Tax Payable	284.80
617-49860-133	Employer Paid Insurance	48.00
617-49860-211	Cleaning Supplies	544.94
617-49860-383	Gas Utility	99.01
617-49860-384	Refuse Disposal	51.52
617-49860-460	Miscellaneous Taxes	415.20
617-49860-480	Other Miscellaneous	50.05
700-21701	Federal Withholding	11,247.73
700-21702	State Withholding	4,600.46
700-21703	FICA Tax Withholding	12,694.26
700-21704	PERA Contributions	18,406.95
700-21705	Retirement	5,150.00
700-21707	Union Dues	1,704.60
700-21708	PD Union Dues	351.01
700-21709	Wage Levy	407.47
700-21711	Medicare Tax Withholdi	3,513.68
700-21712	Flex Account	3,386.39
700-21715	Individual Insurance-Afla	204.00
700-21716	Individual Insurance-Afla	389.97
700-21718	Individual Insurance-NC	16.00
700-21720	VEBA Contributions	10,203.21
	Grand Total:	630,409.99

Project Account Summary

Project Account Key	Payment Amount
None	630,274.01
Program	135.98
Grand Total:	630,409.99

7/29/15
