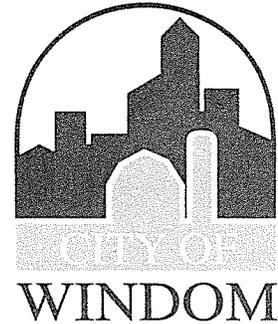


Council Meeting
Tuesday, October 6, 2015
City Council Chambers
7:30 p.m.
AGENDA



Call to Order
Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes–September 15, 2015
2. Consent Agenda
 - Minutes
 - HRA – August 20, 2015
 - EDA – September 14, 2015
 - Park & Recreation Commission – September 16, 2015
 - Utility Commission – September 23, 2015
 - Emergency Services Building Committee – September 28, 2015
 - Telecom Commission –September 28, 2015
 - Community Center – September 28, 2015
3. Department Heads
4. Water Tower – Resolution Approving Plans and Specs and Calling for Bids
5. Poet Biorefining Donation – Windom Fire Department
6. Fire Department – Grant Application Approval
7. AgStar Grant Acceptance – Windom Ambulance Department
8. EDA
 - Call for Public Hearing – TIF 1-19 Business Subsidy
 - BDPI Grant Agreement Resolution
9. Second Reading Ordinances
 - No 151, 2nd Series – Amending City Code Chapter 90
 - No 152, 2nd Series – Amending City Code Chapter 93
 - No 153, 2nd Series – Amending City Code Section 33.12
 - Approval of Title and Summary Publications
10. Bureau of Criminal Apprehension Master Joint Powers eCharging Agreement
11. ShoreTel Maintenance Agreement
12. New Business
13. Old Business
 - Community Survey Draft
 - Youth Liaison Appointment
14. Regular Bills
15. Council Concerns
16. Adjourn

REMINDER – BUDGET MEETING – OCTOBER 12TH AT 5:30 P.M.



**Regular Council Meeting
Windom City Hall, Council Chamber
September 15, 2015
7:30 p.m.**

1. Call to Order:

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

2. Roll Call:
- | | |
|---------------------|--|
| Mayor: | Corey Maricle |
| Council Present: | Brian Cooley, Paul Johnson, Dominic Jones and Bryan Joyce |
| Council Absent: | JoAnn Ray |
| City Staff Present: | Steve Nasby, City Administrator; Aaron Backman, EDA Executive Director; Bruce Caldwell, Streets & Parks Superintendent; Mike Haugen, Water\Wastewater Superintendent; Jim Kartes, Building Official; Dan Ortman, Fire Chief; Tim Hacker, Ambulance Director; Jeff Dahna, Interim Manager; Mary Hensen, Administrative Assistant; and Luke Landgraf, Police Officer |

3. Pledge of Allegiance

4. Approval of Minutes:

Motion by Jones second by Joyce to approve the City Council minutes from September 1, 2015. Motion carried 4 – 0 (Ray absent).

5. Consent Agenda:

Maricle noted the minutes from the following Boards and Commissions.

- Airport Commission – August 27, 2015
- Emergency Services Building Committee – August 31, 2015
- Tree Committee – September 2, 2015
- Library Board – September 8, 2015
- Joint EDA\Utility Commission Meeting – September 10, 2015

Motion by Johnson second by Cooley to accept the Consent agenda board and commission minutes. Motion carried 4 – 0 (Ray absent).

6. Department Heads:

Bruce Caldwell, Streets & Parks Superintendent, said that the Fire Department has requested a street closure for 5th Avenue between 9th and 10th Streets for Fire Prevention Week activities on October 11. The closure would be approximately 9 am to 3 pm.

Motion by Joyce second by Johnson to approve a street closure for 5th Avenue between 9th and 10th Streets for Fire Prevention Week activities on October 11. Motion carried 4 – 0 (Ray absent).

Caldwell said that the City had declared as surplus and advertised the 1987 Case Loader for sale, but he has gotten no bids on the unit. The loader was placed on a lot near the highway with a for sale sign and he has one interested party. Caldwell said the reserve price was \$15,000 for the loader. He is requesting permission to accept the offer if it is for the reserve amount or higher. He said the City could place the unit on an auction, but then there is a commission.

Cooley said the commission can vary, but it can be up to 10 percent of the sale amount.

Motion by Joyce second by Johnson to approve the sale of the 1987 Case Loader upon receipt of an offer of the reserve price or higher. Motion carried 4 – 0 (Ray absent).

7. River Bend Center & NWIP Commerce Blvd Projects – Approve and Award Bids:

Aaron Backman, EDA Executive Director and Mike Johnson, Wenck Associates introduced themselves. Backman said that bids on the two projects and an alternate were opened on September 10. Five bids were received and the lowest bid total of about \$502,000 was just below the engineer's estimate of \$516,000. He was pleased with the interest in the project and bid results. The EDA and Utility Commission met on September 10 following the bid opening and have recommended the approval and awarding of the bid for the River Bend Center project, NWIP Commerce Boulevard project and water main alternate to Holtmeier Construction who was the lowest bidder. Backman reviewed the funding for the projects and noted the \$199,500 State grant that was received for the NWIP project.

Backman said that there is also another project that may be considered for the extension of 7th Avenue, which would open up access to six lots. This project was previously bid and the price came in about \$105,000. If the prices from the Holtmeier bid were used for this additional work the price would be about \$84,000 for the street extension, which is a 20 percent price reduction. The owners of the adjacent properties would pay for the extension through special assessments and they are asking for a five year deferral or until a lot is sold, whichever comes first.

Jones said that he feels that additional work may not be done under this bid as it was not included in the scope of work and the staff should check with the City Attorney. Backman said that Holtmeier would honor their bid prices if the 7th Avenue work is included.

Nasby said the way this was discussed is that the price is under the \$100,000 bid threshold and the bid prices from the other projects were seen as the quotes. Staff would contact the City Attorney's office to discuss to insure that proper procedures and laws are followed. He noted that if the Council was not interested in considering the special assessment deferment then the issue of the bidding for the project would be moot.

Backman said that the Toro warehouse project is moving ahead in the NWIP and the Commerce Boulevard extension along with the River Bend work is planned to start September 28 and be completed November 1.

Council member Joyce introduced the Resolution No. 2015-35, as amended, entitled “A RESOLUTION AWARDED THE CONTRACT FOR A PROJECT ENTITLED RIVER BEND UTILITY IMPROVEMENTS AND NWIP COMMERCE BOULEVARD EXTENSION PROJECTS” and moved its adoption. The resolution was seconded by Johnson and on roll call vote: Aye: Joyce, Cooley, Johnson and Jones. Nay: None. Absent: Ray. Abstain: None. Resolution passed 4 - 0.

Backman said that the Prairie Meadow subdivision project had been approved by the School Board so that is moving ahead.

Maricle asked if the Council would be interested in consideration of deferment of special assessments if the 7th Avenue extension were to move ahead. Consensus of Council that a deferment could be considered and any potential it may have precedent if similar new housing developments came along.

8. Minnesota Department of Health – Lead and Copper Monitoring Report:

Mike Haugen, Water\Wastewater Superintendent said that the State had conducted lead and copper testing in Windom. Twenty samples were collected from system users and the results showed that the levels of both lead and copper were below the allowed thresholds. This testing will be done again in another three years. The Water Department puts LPC4 additive in the system to help mitigate corrosion and heavy minerals.

Jones asked if the users that submitted samples get copies of the test results. Haugen said that those users do get a report from the State.

9. Emergency Services Building Committee – Project Update – Brunton Architects:

Corey Brunton, Aaron Wockenfuss and Dan Ortman, Fire Chief introduced themselves.

Ortman said that the committee wanted to provide an update to the Council and citizens about the pre-design activities and discuss the process that has occurred.

Brunton said that his firm had been engaged to do pre-design services and to find a solution for the community needs. The site selection was reviewed and the preferred site is superior.

Wockenfuss said the process started with intake and informational meetings. Standard operating procedures were identified, the department needs and requirements were listed and then a plan and options were put together for discussion. The site plans included looking at details such as wind, solar exposure, drainage, accesses, and compatibility.

Brunton said the proposed plan calls for 10 fire bays and four ambulance bays with support space with the building covering about 19,300 square feet, but there will be tweaks to the design as it moves forward. The site plan review is excellent and there will be continued refinement in the plans. He shared a proposed timeline for the project with a goal to bid in January 2016 to get optimal pricing and interest in the project with bid opening in February 2016. There is a five month backlog in getting pre-cast concrete panels so this timeframe is critical to getting the building completed before the end of 2016.

Jones said that the one of the financing decisions will be based on the City's efforts to secure State bonding assistance. This will likely not be known until the legislature adjourns their session which could mean the City will not be making a decision to proceed until June 1 and that would impact the proposed construction schedule. Brunton said he is aware of the State bonding request and that too would bring other issues such as prevailing wages.

Jones asked if the building were maintenance free. Brunton replied that the exterior of pre-cast concrete would be 6000 psi and would be moisture resistant and he would expect the panels to be maintenance free for 80 – 100 years. The maintenance would be in the caulk as that is currently showing a 20-year life cycle.

Joyce asked about other designs or site plans. Brunton replied that there will be some adaptation of the designs and can change construction systems. The spaces within the design can be modified and the concrete panels better to meet the building needs.

Cooley said that the building committee looked at various site plan options and picked the best features of each to arrive at the proposed site plan. The committee also did bring up various building block designs for space needs and building construction types.

Johnson asked about the safety for emergency vehicles pulling onto the street and was especially concerned about the site distances on 10th Street. Ortman said that there is room to completely pull the emergency vehicle out onto the apron prior to any turning movements so he feels that will provide the vision for both the emergency vehicle and any on-coming traffic.

Jones said that in reading the committee minutes, there was a wash bay relocated from one side of the building to another but when that was done the wash bay added square footage and there was no corresponding deduction on the other side of the facility. Is this something that is still being considered in the design refinement process? Brunton said that the spaces will still be refined through discussions.

Jones asked about the strength of the building related to natural disaster such as high wind or tornado and what building systems and costs are related to this factor. Also, if there are parts of the building that are more easily constructed such as the apparatus bays being rectangles could there be cost savings with the different building systems. Brunton said that there are a number of options that address these issues in their own way and it will be a balance to provide what is desired and the associated costs.

Preliminary

Cooley said the Fire Chief did bring up the issue of different building systems and the committee did look at the options. Brunton noted that the architectural pre-cast panels appeared to be the preference of the committee so that is what was proposed.

Jones said it is important to look at what we can afford as a part of the process. Brunton said that he understands the need to get the most bang for the buck. He said a pre-cast concrete panel system would be \$190-200 per square foot; brick or masonry building \$210-250 per square foot and metal \$175-180 per square foot.

Jones noted that there would be additional expense for architectural and engineering services and relocations of recreational facilities as that must be part of the discussions. Brunton said the next steps are to engage the firm and set the budget parameters.

Cooley said the type of building system such as pre-cast concrete will slightly alter some of the design as the panels are set in 10 foot sections.

Ortman said the building is 19,300 square feet now and will probably come down to about 18,500 square feet when the design modifications are complete.

Maricle asked about the wash bay issue that was raised. Ortman replied that the Ambulance does many more runs so it made sense to move the wash bay to that side of the building and that the bay can double as a future fire ambulance bay when it is needed.

Joyce noted that the fire equipment was shown to occupy all 10 bays and asked if this design would meet the department's needs going into the future. Ortman said that it would meet future needs as there is flexibility in the use of the bays. At some point, such as 5-10 years in the future he can see maybe an aerial truck which would fit into the design shown as other equipment would be re-arranged. Joyce reiterated that he wants to make sure the design as proposed meets the department's needs. Ortman said it will meet their needs and we want to do the project right for both today and the future.

Jones asked about the number of parking stalls and the lack of drive-thru bays for the Ambulance. Ortman said there are 32 fire fighters and 23-24 EMTs and there will be parking to accommodate the needs. Joint trainings are held and they also want to hold regional trainings so the parking is designed to accommodate these. Tim Hacker, said that the Ambulance Department can back into stalls and did not want drive-thru bays. Brunton added that the Ambulance often times has items that exit the rear of the units such as cots and equipment so Ambulance Departments often do not have drive-thru bays.

Cooley said that the site design separates the traffic entering and exiting the facility and this would increase safety.

Johnson confirmed that the bay doors are 14 feet high, with a 21 foot tall building and 20 by 40 foot bays. Brunton said that is correct.

Maricle said the next step is to bring up financing at the Council's budget meeting.

Preliminary

Cooley said that the committee wants public input into the project so he encouraged citizens to come to the open house on October 11 during fire prevention week.

Joyce said he too would like to have more public input so may be a forum can be done.

Ortman confirmed that there would be two separate events for the Fire Prevention week display and then a Council forum. Joyce said that was his intent and we should have financing options and costs available well.

Jones concurred that we need to keep the momentum and move the project forward.

Joyce said that we need to recognize that Windom is a growing community and the Council has a goal to increase the population to 5,000 and that to do this we need the appropriate facilities that can serve our current and future needs. The Council has also agreed that this project is its number one priority.

10. Preliminary 2016 Budget Levy:

Nasby said there is a memorandum and proposed property tax resolution showing \$1,794,987 which represents a 5.38% increase in the property tax levy. Due to a lower tax abatement amount equaling -0.96% the overall proposed levy would be an increase of 4.43% to property owners. He noted that once the City Council sets the preliminary tax levy set in September 2015 for the 2016 year the levy may go down, but may not be increased. The preliminary budget and tax levy, as proposed, assumes as status quo budget and receipt of the anticipated revenues. The primary factors driving the increase in the levy include a large increase in health insurance premiums, increased annual debt service and an increased allowance for capital items. In addition, there are a few increases and decreases within the operational budget that will be reviewed and discussed during the budget presentations.

Council member Cooley introduced the Resolution No. 2015-36, as amended, entitled “A RESOLUTION ADPOTING PROPOSED PROPERTY TAX LEVY” and moved its adoption. The resolution was seconded by Johnson and on roll call vote: Aye: Cooley, Johnson, Jones and Joyce. Nay: None. Absent: Ray. Abstain: None. Resolution passed 4 - 0.

11. Airport Commission Recommendation – Airport Consultant:

Nasby said that every five years the City is required to solicit proposals for consulting engineering services for the airport. There were eight responses to the request for proposal and four firms were interviewed in addition to consideration of extending the term of our current consultant TKDA. He said the Airport Commission is recommending engaging SEH, Inc. A representative from SEH, Inc. is present if there are any questions.

Eric Hanson, SEH, Inc. introduced himself and said that he is looking forward to working with the Windom Airport. The office serving Windom would be out of Sioux Falls and

their firm has 750 employees in 30 offices. They have over 40 years of experience in airport engineering and has a number of general aviation clients in Minnesota.

Motion by Jones second by Joyce to engage SEH, Inc. as the Windom Airport consulting engineers as recommended by the Airport Commission. Motion carried 4 – 0 (Ray absent).

12. First Reading of Ordinances 151, 152 and 153:

Jim Kartes, Building Official and Mary Hensen, Administrative Assistant introduced themselves. Kartes said that the ordinance review was a clean-up and re-organization of language. Animal regulations were in both Chapter 90 and 93 and now all of the animal regulations are found in Chapter 93.

Hensen said that the Planning & Zoning Commission recommended the clean-up and consolidation and she worked with Kristi Meyeraan, Assistant City Attorney.

Kartes said that Chapter 90 changes included language changes on weeds, grass and trees. The electronics definitions were modernized and the recent recodification had included some criminal language in the nuisance ordinance so that was moved into the criminal section of the code. Kartes said that all of the language and changes had been reviewed by the City Attorney.

Joyce thanked staff for all the work.

Motion by Jones second by Johnson to approve the 1st Reading of Ordinance #151, 2ns Series. Motion carried 4 – 0 (Ray absent).

Motion by Cooley second by Johnson to approve the 1st Reading of Ordinance #152, 2ns Series. Motion carried 4 – 0 (Ray absent).

Motion by Johnson second by Cooley to approve the 1st Reading of Ordinance #153, 2ns Series. Motion carried 4 – 0 (Ray absent).

Joyce noted that nuisance abatements had been discussed at the August Planning & Zoning Commission meeting and locating abatement contractors. Kartes said that he could not find contractors but the City Administrator had located two potential firms so the Building Office was putting together a letter outlining the possible costs as these contractors would be expensive and out-of-town. Joyce asked if any contractors were interested in this work could they contact the Building office. Kartes said that they would need to have insurance.

Hensen said that they are also doing a letter or request for proposal document to outline what services are needed and what the situations entail.

Cooley said it is too bad a few properties will not clean up and the City has to take these steps to abate the problem.

13. Personnel Items:

Nasby said that there were two items recommended by the Personnel Committee from their September 15th meeting. The first is a step advancement for Police Officer Beck from step 2 to step 5 of the Law Enforcement Labor Services pay scale and this would be effective on his anniversary.

Motion by Cooley second by Joyce to approve moving Police Officer Beck from Step 2 to Step 5 of the Law Enforcement Labor Services pay scale as recommended. Motion carried 4 – 0 (Ray absent).

Nasby said the second item is related to a resignation in the Telecom office of the Administrative Assistant. The Personnel Committee discussed options with Jeff Dahna, Interim General Manager, and felt that the position should be filled due to the existing staffing shortage in the Department. The Personnel Committee noted an upcoming meeting of the Telecom Commission for September 28 and need to consult and coordinate any hiring with that group. As timing of filling the position is an issue the Personnel Committee is recommending that the hiring process be started and the matter be brought up to the Telecom Commission before any additional action was taken.

Motion by Joyce second by Jones to approve starting the hiring process for re-filling the Windomnet Administrative Assistant position. Motion carried 4 – 0 (Ray absent).

14. Disposition of Surplus Equipment:

Nasby said that there is a listing of four old vehicles consisting of a 1998 SUV and three 1994 pick-up trucks. These items have been stored at the Street Shop and are no longer needed for use. Bids would be received on any or all of the vehicles and anything not sold would be sold for scrap.

Motion by Cooley second by Johnson to declare as surplus and approve for sale the listing of equipment as presented. Motion carried 4 – 0 (Ray absent).

15. New Business:

None.

16. Old Business:

Maricle said that the Council needed to set budget workshop dates. Nasby said this is a review of the operational budgets. Council consensus to set October 12th at 5:30 pm for the 2016 budget workshop.

Joyce said there is going to be a youth library volunteer position opening up.

Preliminary

Cooley noted that there was a confrontation of an individual at the library with staff and patrons so the Library is putting together a letter outlining acceptable conduct to send to that individual.

17. Regular Bills:

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

18. Council Concerns:

Joyce said that he is having trouble finding a youth representative for the City Council. He may have some interest in youth for board or commission spots. He asked if the student for the Council liaison had to be a Windom resident or could they live outside city limits. Preference of the Council to have a city resident, but is open to any student attending Windom High School.

Johnson noted the letter in the Council miscellaneous packet about the ISO Fire rating. He said that as a County Dispatcher there are ISO rankings for emergency services that Windom was not getting credit for and could impact the rating. He contacted Nasby and was referred to the Fire Chief and County as they were the ones who worked with the ISO reviewer. Ortman said that the issue with the emergency communications is something that would need to come from the County on how that was handled with the ISO person.

19. Adjournment:

Mayor Maricle adjourned the meeting by unanimous consent at 9:20 p.m.

Corey Maricle, Mayor

Attest: _____
Steve Nasby, City Administrator

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

August 20th, 2015 ~ 4:00 pm

A regular meeting of the Board of Directors was held on Thursday, August 20th, 2015, in the Hillside Manor Community Room. Board Members present: Frank Dorpinghaus, Margaret McDonald and Linda Jaakola. Also present were: Executive Director, DeeAnna Bakken and Director of Operations, Connie Clausen and City Liaison, Bryan Joyce. Absent: Board member, Jens Hansen.

The meeting was called to order at 1:05 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. The Executive Director gave an update on the progress of the POHP Grant project. Two bids were received for the asbestos testing. A motion was made and approved to accept the lower bid received from Scarcely Ltd (McDonald/Jaakola).
2. The Office/Mailbox Project is now complete. Payment has been sent after final review of the punch list.
3. The Hillside Porch Project is expected to start on Monday, August 24th. Materials have been delivered to the site.
4. The Riverview beautification project is currently an on-going work-in-progress.
5. Director of Operations, Connie Clausen will be attending upcoming training for HUD Labor Standards on August 28th, HDS training on August 25th, and ACOP training August 31 – September 5th.
6. The 2013 CFP final P&E has been sent to the HUD office for closure.

New Business consisted of:

1. Two residents have submitted their names for the Resident Board Member position. A letter was submitted from one of the residents indicating why he was interested in the position. The other resident was present at the meeting and also gave a short introduction as to why she was interested in the position.
2. Hillside Resident Liaison also submitted her immediate resignation recently. A motion was made that the board recommend Pat T. as the Resident Board Member and Paul D. as the RV Resident Liaison subject to approval from Mayor Corey Maricle (Jaakola/McDonald).
3. The next board position vacancy will be effective 12/31/2015 for Jens Hansen.
4. The annual audit has been completed and a draft copy has been submitted for approval. A motion was made to approve the audit and submit it to HUD (McDonald/Jaakola).
5. The city water meters have been replaced at both Riverview Apartments and Hillside Manor. The out-of-pocket cost was over \$600.
6. The Pilot Payment was again discussed. A reduction will again be requested.
7. The grant options presented by City Liaison, Bryan Joyce were discussed.
8. Upcoming board meetings: Wednesday, September 16 (Riverview) and Wednesday, October 7th (Hillside).

With no further business, the meeting was adjourned at 2:10 pm.

Frank Dorpinghaus, Chairman

DeeAnna Bakken, Executive Director

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
SEPTEMBER 14, 2015

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

2. Roll Call & Guest Introductions:

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

Also Present: EDA Staff – Aaron Backman, EDA Executive Director, and Mary Hensen, Admin. Asst.; City Administrator Steve Nasby, WADC Liaison Tara Christensen, and Linda Burns (Site Selector).

3. Approval of Minutes:

Motion by Commissioner Jones, seconded by Commissioner Johnson, to approve the minutes of the EDA Meeting held on August 10, 2015, and the Joint EDA/Utility Commission Special Meeting held on September 10, 2015. Motion carried 5-0.

4. DEED Site Selector Familiarization Tour

A. WDG Consulting, LLC - Linda Burns: Director Backman explained that site selection is a process whereby a business evaluates the merits of potential locations in relation to its project needs and criteria (e.g. greenfield site vs. existing facility). Larger companies will often retain site selectors to undertake the process—identifying geographic areas, evaluating communities, creating a short list, evaluating sites, negotiating incentives, and assisting with site acquisition. The Windom EDA is working with the MN Dept. of Employment and Economic Development (DEED) to encourage site selectors to come to Windom. As part of this year's Site Selector Familiarization (FAM) Tour, Linda Burns from WDG Consulting and co-owner of Burns Development Group from Dallas, Texas, is visiting Windom today. Ms. Burns has 30 years of experience in corporate recruitment, marketing and infrastructure planning, and has worked with many Fortune 500 companies. Following today's meeting, Ms. Burns will be touring and evaluating the community and touring POET, Toro, and Fast Manufacturing. Her goal is to gain insight into existing companies and the suitability of our area for expansion by her clients and other compatible businesses. Ms. Burns gave a summary of her background and described elements of her work including reviewing total cost assessment (taxes, etc.) for sites, supply chain, distribution, working in economic development consulting, industrial park planning, etc. She looks at the community's successes, infrastructure, and things the community could do to become more competitive. Ms. Burns gathered community information from the City's website and DEED. Upon arrival in Windom, she was pleasantly surprised. She said that the community does not highlight its assets well on the Internet, such as infrastructure and broadband capacity, and is not on the radar screen for most site selectors. Her first preliminary recommendation was to work with an experienced IT person to improve the economic development portion of the City's website to provide an opportunity for Windom to "get noticed". She provided tips concerning the type of website that site selectors look for in their searches. Secondly, she recommended that Director Backman go on the road and meet with site selectors in their offices. She suggested targeting support services for companies and shared ideas regarding smaller data centers and possibly smaller fulfillment centers for internet sales. Thirdly, she recommended that the EDA consider establishing a new industrial park on the south edge of Windom for closer proximity to Interstate 90. Her firm completes a SWOT assessment for communities; and for that purpose, she had provided surveys for the EDA Executive Director, Board, and other interested parties to complete. Ms. Burns will prepare a follow-up

report with suggestions and also provide Director Backman with contact information for site selectors and commercial real estate people who represent businesses that would be compatible for Windom.

President Larson left for another meeting at 12:42 p.m. and passed the gavel to Vice President Espenson.

5. North Windom Industrial Park

- A. Update on Sale of Lots 6, 7, & Outlot B: Director Backman reported that the closing on the sale of Lots 6, 7, and Outlot B to Ryan Companies US, Inc. occurred on Monday, August 24, 2015. Ryan Companies began moving equipment onto the property on August 25th. Since that time, Ryan Companies and its subcontractors have been removing top soil, grading and leveling the site, installing the base for the road around the building, stubbing in the water and sewer connections into the building area, and working on footings for the building. The concrete pours for the footings started on September 9th. Ryan Companies hopes to complete construction of the 126,500 square foot warehouse facility in December 2015 and turn the building over to Toro for occupancy by January 1, 2016.
- B. Job Creation Fund – Update: Director Backman updated the Board concerning the public hearing on the Job Creation Fund Application for Fast Manufacturing that was held on August 28th at the Minnesota Department of Employment & Economic Development (“DEED”) Office in St. Paul. DEED approved the application and forwarded an award letter to Fast Manufacturing and the EDA on August 31st confirming the award of \$539,375 in Job Creation Funds. These funds will facilitate the hiring of over 140 fulltime employees for a variety of jobs. Fast Manufacturing will be investing over \$4.2 Million in new equipment, employee parking, stormwater ponds, etc.

6. TIF District 1-19 – Update: Director Backman advised that on August 18, 2015, the City Council held a public hearing and thereafter adopted a Resolution establishing TIF District 1-19 and approving the program and plan for said TIF district. The EDA’s TIF attorney, Bob Dieke, has prepared a Development Agreement between the EDA and Ryan Companies who is acting as the Developer. Toro will actually be paying the taxes on the property and will be receiving the tax increment beginning in 2017. The estimated amount of assistance would be \$300,000 over a period not to exceed 6 years. The Development Agreement has been forwarded to Ryan Companies for their review and also for review by Toro’s attorneys. Following their approval, the Development Agreement will be presented to the EDA Board for review. In Minnesota, assistance to a company in an amount greater than \$150,000 is considered as a “business subsidy” and will require the City Council to hold a public hearing prior to approval of the proposed Development Agreement and Business Subsidy Agreement. It is hoped that this process can be completed by early November.

7. EDA SEB RLF Request: Director Backman reported that during the past several months the EDA has been working with Jed Knutson from Windom Towing & Tire One. Mr. Knutson is interested in acquiring the business from Doug and Barb Cox who currently reside in Custer, SD. Windom Towing operates a towing operation and a three-bay automotive repair facility. They provide 24-hour emergency service in a five-county area (Cottonwood, Jackson, Murray, Nobles, and Redwood). Jed has worked at the business for the past eight years, the last five of which he has been managing the business. Since 2008 Mr. Knutson has been accruing a percentage of the business each year and in March of 2015, he executed a new contract to accelerate the acquisition. Jed and Cindy Knutson would like to acquire the business this fall. The total acquisition cost is approximately \$550,000. To facilitate the acquisition, the Knutsons

are requesting a \$30,000 loan through the Small & Emerging Business Revolving Loan Fund (SEB RLF). The Board received copies of the letter of request from Jed Knutson and a term sheet from the primary lender. Director Backman has received copies of the financial information and has been interacting with the bank and also with Southwest Regional Development Commission and the WADC. After additional discussion, the following action was taken.

Motion by Commissioner Jones, seconded by Commissioner Johnson, approving a loan of \$30,000 from the EDA SEB RLF to Jed Knutson to assist with his purchase of Windom Towing & Tire One upon the following terms: Loan to be repayable over five and one-half years (5 1/2) years with interest-only payments the first six (6) months of the repayment period, to accrue interest at the rate of four and one-half percent (4.5%) per annum, to require a personal guaranty from Jed and Cindy Knutson and a blanket UCC filing on the equipment, and the loan to be conditioned upon and subordinate to loans by United Prairie Bank and Southwest Regional Development Commission for the purchase of the business. Motion carried 4-0.

8. SCDP

A. Subordination Requests: The Cities of Windom and Mountain Lake received a joint SCDP grant which covered the years 2009 through 2013. The guidelines for the program provide that Windom, as lead city for these grants, is to execute subordinations of these SCDP mortgages to allow property owners to refinance the primary (first) mortgage on their residences. The EDA has recently received two requests for subordination of SCDP mortgages. The first request was to allow the property owners to refinance and consolidate home improvement mortgages for life, health and safety improvements on the property described as Lot 11 and the North Half of Lot 12 in Block 5 in Hutton and Collins' Subdivision in the East Addition of the City of Windom, Cottonwood County, Minnesota. The second request was to allow property owners to refinance their first mortgage on property described as South 192 Feet of Lot 7, Prince's Outlots, an Addition in the Village of Mountain Lake, Cottonwood County, Minnesota. Because of the timeframes for the closings on these refinances, it was necessary to have these subordinations executed prior to the EDA's September meeting.

Motion by Commissioner Johnson, seconded by Commissioner Jones, approving the subordination of the above-described SCDP Mortgages to allow the homeowners to refinance the primary mortgages on their properties and ratifying the execution of these subordinations by Mayor Corey Maricle. Motion carried 4-0.

B. Commercial Rehab Program: Director Backman advised that the EDA/City made loans in the early to mid-2000's for commercial rehabilitation and continues to receive repayments from these previous loans. Because the loans were funded with SCDP funds, there are restrictions on the use of this "local program income". If there is an open SCDP grant, these funds are incorporated into that program. Currently there is no open grant, and these commercial repayments are eligible for reuse in a commercial rehab program for life, health and safety improvements. Examples of eligible improvements would include roofing, siding, new windows and doors, plumbing updates including installation of ADA-accessible bathrooms, electrical updates, remediation of asbestos and lead paint, moving of gas lines, etc. The last commercial rehab program was completed in 2010 and currently the EDA has received at least two inquiries from local businesses concerning a new commercial rehab program. The funding for each commercial rehab project contains three components: A forgivable loan,

a repayable loan, and the owner's contribution to the project. Historically, the EDA/City would loan up to \$15,000 for each project from the local program income funds. One-half of this amount (up to \$7,500) would be forgivable over 84 months (7 years) if the property continues to be owned by the property owner and continues to be used for commercial or office purposes. The other half of the loan (up to \$7,500) would be repayable to the EDA/City over 84 months (7 years). The repayable loan accrues interest at the rate of 1% per annum. The owner's contribution to the project would be in a minimum amount of one-third of the project costs. For instance, if the EDA/City loans \$15,000, the owner's contribution to the project must be at least \$7,500. The owner's contribution can be funded through the owner's existing funds or a bank loan, etc. In the past, Western Community Action (WCA) of Marshall has served as the field administrator for the EDA's commercial rehab programs. WCA reviews the applications that are submitted to ensure that the proposed project is eligible and all required documentation has been submitted, provides a project recap for approval of funding by the EDA Board, works with the property owners on the selection of contractor(s), oversees the project, and submits contractors' requests for payment (invoices, lien waivers, etc.) to the EDA/City. The City Administrator's Office then pays the contractors directly from the local program income funds. WCA is paid an administrative fee from the local program income funds for its services. The EDA has been in contact with WCA and they have expressed an interest in assisting with this program. WCA has requested fees of \$2,400 per completed project and \$600 for applications that are filed and processed but projects are not completed.

Motion by Commissioner Jones, seconded by Commissioner Herding, authorizing the EDA to offer a new commercial rehab program upon the terms set forth above. Motion carried 4-0.

Motion by Commissioner Jones, seconded by Commissioner Johnson, authorizing the EDA to enter into an administrative services contract with Western Community Action, or its successor, with reimbursement for services to be in the amount of \$2,400 per completed project and \$600 for applications filed and processed but projects not completed. Motion carried 4-0.

9. Downtown Revitalization Program

- A. Remick Grant Application – Authorization: One of the 2015 Strategic Goals for the EDA is to collaborate with the Chamber of Commerce, WADC, Finding Windom, etc. on ways to enhance the community. Director Backman reported that in discussions with members of Finding Windom, one of the items identified is the need for businesses and property owners in the downtown area to spruce up their building exteriors. These cosmetic improvements (e.g. painting, merchandising signage, landscaping, cleanup costs, etc.) do not fit the guidelines of the Commercial Rehabilitation Loan Program, which focuses on health and safety improvements. The EDA is proposing a new "downtown revitalization program". These "downtown revitalization" funds would be targeted for a nine-block area around the Courthouse Square. To be eligible for assistance, the business or property owner must be a member of the Windom Chamber of Commerce. The Windom Chamber of Commerce would administer the program and application forms would be available at the Chamber Office. There would be two levels of grants. One-time grants of up to \$1,500 would be available for payout to participants as reimbursement for eligible expenses. Grants of up to \$3,500 would also be available. However, these grants would only be available in conjunction with a loan to the participant of equal or greater value through a local lender (bank, credit union, WADC, or EDA). The EDA Executive Director has been encouraged to submit a grant application to the

Remick Foundation concerning this program. Director Backman is proposing that the EDA submit an application to the Remick Foundation requesting a grant of \$50,000 to help start the program. The “local match” would consist of funding from the EDA’s local program income funds received as repayments from previous SCDP commercial rehab loans. The next deadline for submissions of applications to the Remick Foundation is September 18, 2015. After further discussion, the following action was taken.

Motion by Commissioner Johnson, seconded by Commissioner Herding, to authorize the EDA to participate with the Windom Chamber of Commerce Office in a new “Downtown Revitalization Program” to assist property owners with exterior improvements to properties within the central business district of Windom, and further authorizing the EDA Executive Director to submit an application to the Remick Foundation requesting a grant of \$50,000 to be used to help establish funding for this program. Motion carried 4-0.

10. Miscellaneous Information

A. EDA Monthly Financial Recap: The Board received a copy of the EDA’s Account Activity through August 31, 2015.

B. River Bluff Townhomes – Monthly Financial Report: The Board received copies of the financial reports for July 2015 provided by Van Binsbergen & Associates.

11. Adjourn: By consensus, Vice President Espenson adjourned the meeting at 1:22 p.m.

Betsy Herding, EDA Secretary-Treasurer

Attest:

Aaron A. Backman, EDA Executive Director

**PARK AND RECREATION COMMISSION MEETING
MINUTES
SEPTEMBER 16, 2015**

1. Call to Order: The meeting was called to order by Gross at 5:30 p.m. in the Council Chambers.

2. Roll Call:
Commissioners Present: Jason Kloss, Jess Smith, Jeff LaCanne, Kay Gross, Josh Schunk & Shawn Licht
Commissioners Absent: Darren Tietz
City Staff Present: Parks Superintendent Bruce Caldwell & Recreation Director Al Baloun
Council Liaisons: Bryan Joyce & Paul Johnson - Attending
Public: Samantha Harrold, Pool Manager

3. **Motion to Approve Agenda with additions by LaCanne, seconded by Smith.
Motion Carried Unanimously.**

4. **Motion to Approve Minutes from July 2015 Park & Recreation Commission Meeting.
Motion Smith, seconded by LaCanne.
Motion Carried Unanimously.**

5. Park Superintendent- Bruce Caldwell
 - a. Dog Park- Nothing determined for site as of yet, we are waiting to get answers from engineers concerning the well field property by Dick's Welding.
 - b. Tegels Park Playground wood chips- Staff places 90 cubic yards of new chips.
 - c. WRA- Eagle Field Agra Lime- 46.5 tons of Agra Lime were added this Fall by staff, so hopefully we will not have as much standing water on the infield next Spring following rains.

6. Recreation Director's Report- Al Baloun
 - a. Dasher Board Installation - The old wooden boards are all removed and the installation of the boards began the morning of September 16th with the Windom Youth Hockey Association and Arena staff working together... Glass is scheduled to be delivered on Thursday and installed. The installation is scheduled to be completed on Friday.
 - b. Ice Update - Rolling out of rink will begin next week. Leak testing will then take place and anticipated startup of compressors taking place September 25th through September 29th. It is hoped that we have skatable ice October 16th through October 19th.
 - c. Fall Programming - Twenty-five participants are in Soccer K-3 and thirty-two participants are in Flag Football Grades 1-3. Sean Waters has been hired to coordinate the Soccer program and Yannick Tade will assist him. Fall programs are scheduled to be completed the week of October 5th.
 - d. Swimming Pool Report - Sam Harrold (Pool Manager)
Councilman Joyce received a positive e-mail about the pool staff and management, he shared it with commission members. Samantha reported

Continued

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attendance was up about 2,800 admissions from 2014 at 12,886. Figures were comparable with 2013. Swim Lesson totals were up over 40 registrations at 361. This was the highest number of participants we have had in the lesson program since 2006. She felt that having four sessions instead of three gave more options to choose from when scheduling lessons. She discussed with commission members the need to review lesson rates for the upcoming season.

7. Open Mike:

Jess liked the improvements to the Agra Lime on Eagle field at the Windom Recreation Area. She asked if the paths leading up to the field could be filled in with a more solid base. Currently when they get wet, they are not very firm.

8. **Next Monthly Meeting will be held on October 21, 2015, in Council Chambers at 5:30 p.m. Al asked about rescheduling the next meeting as he will be on vacation that week. If no matters need to be handled at that meeting, it will be rescheduled if needed.**

9. Meeting adjourned at 6:15 p.m.

UTILITY COMMISSION MINUTES
Council Chambers
September 23, 2015

Call Meeting to Order: The Utility Commission meeting was called to order at 10:10 a.m. on September 23, 2015 in the Council Chambers.

Members Present: Utility Commission Chairperson: Mike Schwalbach
Members Present: Tom Riordan
Member Absent: Glen Francis
City Council Liaison: Dominic Jones, Absent
Staff Present: Brent Brown, Electric Superintendent, Mike Haugen, Water / Wastewater Superintendent, Chelsie Carlson, Finance Director

APPROVE MINUTES

Motion by Riordan, seconded by Schwalbach, to approve August 12, 2015 Utility Commission minutes as presented and to approve September 10, 2015 Utility Commission minutes as presented. Motion carried 2 – 0, Francis Absent.

WATER/WASTEWATER ITEMS

July 2015 Sampling Events – The July sampling for the Former Windom Municipal Dump was performed on July 30, 2015. Vinyl chloride (VC) has been detected in MW-9B only once over the past 5 sampling events, in October 2014. For MW-5A, the overall trend of VC over the past 5 samplings is downward with the most recent sample having no detection of VC. The Cis-1-2 dichloroethene level detected at MW-5A was 0.33 ug/l and is consistent with results over the last year. At MW-9B the concentration level of Cis-1-2 was 0.54 ug/l which is the lowest level recorded in the past year. The groundwater pumping system will be terminated in November but will resume as soon as practical in the spring of 2016.

Lead/Copper Tap Water Monitoring Report – Haugen presented the results of the recent lead/copper monitoring that is required by the Safe Drinking Water Act. The 90th percentile lead level was 8 ug/l and the action level is 15 ug/l. The 90th percentile for copper is 1280 ug/l and the action level is 1300 ug/l. Based on the results the water system has not exceeded the action level for lead and has not exceeded the action level for copper. Haugen report the property owners of the sites tested have been notified of the test results.

2015 North Central Utility Rate Survey –The Commission received graphs of survey results showing surrounding communities Water and Waste Water charges for usage of 6000 gallons. This information may be referenced toward the end of the year when rates are evaluated.

Other Water/Wastewater Items

Haugen reported MDH has approved variance request to provide fluoride in the public drinking water at an average concentration of 0.7 mg/l.

ELECTRIC ITEMS

Rate Study Update – Brown informed the Commission that the rate study will be completed next month. Results are being updated to reflect a possible change relating to a large commercial user.

Other Electric Items

Brown reported he was contacted by Aaron Backman, EDA Director, regarding adding 1-2 street lights in the North Windom Industrial Park (NWIP). The NWIP is not in our service territory but the Electric department donated the current lights in place as part of the local match required for the NWIP grant received by the City. Brown is recommending the Electrical Department donate the labor for the new street lights but materials would be charged to the EDA. The Commission supported Brown's recommendation.

The Electrical department is starting to complete the electrical lines needed for the Fire Hall project. The materials and labor will be tracked for in-kind match requirements.

Brown notified the Commission that his team is looking at purchasing a Directional Drill. The contracted rates for this service have significantly increased and availability is causing delays. Brown talked to another community that recently purchased this equipment and the cost was approximately \$160,000. The underground work planned in future years support the need for having this equipment in house.

REGULAR BILLS

**Motion by Riordan second by Schwalbach to pay the Wenck Landfill bills in the packet.
Motion carried 2-0.**

NEW BUSINESS

Meter Replacement Financing – The Commission received a summary of the costs incurred for the Water Meter Replacement project as well as the current fund balances for the Water Fund and Sewer Fund. The Water Fund has paid for 100% of the costs but Haugen is recommending the Sewer fund share 50% of the costs since approximately the same number of gallons are pumped for water and sewer annually. The Commission supported the recommendation for the Sewer Fund to reimburse the Water Fund 50% of the project costs.

OLD BUSINESS

Job Description Review – Brown expressed to the Commission his frustration with lack of action on his request to review the Electrical Manager job description and Electrical Superintendent job description. This request has not been presented to the Personnel Committee or City Council as requested previously by the Utility Commission. Brown is requesting the Electrical Manager and Electrical Superintendent jobs be combined and the new position be moved into a pay range that is consistent with other communities having this position. The Commission discussed the need to have each department head in their own pay grade to enable evaluation of position responsibilities and comparison to wages provided by other communities for similar positions.

Motion by Riordan second by Schwalbach to request that the Personnel Committee meet soon to discuss job descriptions under Utility Commission oversight as well as consider creating a new structure for department heads where the pay grades would correspond to the skills needed for each position. Motion carried 2-0.

ADJOURN

Schwalbach adjourned the meeting at 11:30 a.m. Next meeting will be held October 28, 2015

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator

Emergency Services Building Committee Minutes September 28, 2015

The Windom Emergency Services Building Committee met on September 28, 2015, at 5:30 p.m. in the Fire Hall meeting room. Members present were Dan Ortmann, Mark Stevens, Tim Hacker, Jim Axford, Gary Olson, Kevin Heggeseth and Brian Cooley. City Staff –Denise Nichols. Absent: Mayor Corey Maricle. Also present were Corey Brunton and Aaron Wockenfuss from Brunton Architects; public present were Ben Derickson and Jordan Bussa.

1. **Call to Order** – Chair Ortmann called the meeting to order.
2. **Approval of Minutes – M/S/P: Motion made by Stevens, seconded by Axford, to approve the Minutes of the August 31, 2015, meeting as written. Ayes – 7, Nays – 0.**
3. **Review Concept Designs/Cost Estimates** – Ortmann reported the Council has approved starting the Design phase of the project. The Council requested reduction of the sq. foot of the building to 18,500 ft. Brunton distributed revised concept drawings and floor plans. The design has reduced the number of windows and with the removal of the wash bay, the changes have reduced the size to 18,300 sq. ft. During the review Hacker requested that an exterior door be added in the front of the building on Bay 11.

Brunton discussed styles and options for precast panel finishes. Brunton reviewed the three types of styles: double T, raked and architectural panels. The least expensive panel is the double T. However this type of panel is rarely used for this type of building. The most expensive and versatile panel is the architectural panel. This type of panel uses a form liner which gives texture for architectural detail and bricks can be snapped into the form.

4. **Identify Cost Reduction Alternates** - Brunton discussed the use of “Alternates” as a tool in the bid process to help control costs. The type of precast panel finish could be used an alternate, as well as the wash bay, mechanical systems and the option to finish the second floor. He suggested these options could be considered and used to help reduce costs and create a project that is within budget.

Committee members suggested that the second floor should be completely finished and the wash bay should be included in the project since this bay could be converted in the future to a fourth ambulance bay. A Committee member noted that until funding for the project is identified, alternates allow the project to move forward.

5. **Tennis & Basketball Court Relocations** – The Committee reviewed the cost estimate provided by Street/Park Superintendent Bruce Caldwell for the replacement and relocation of park equipment currently located on the proposed site. The total cost to replace or relocate these items was estimated at \$155,359.16. The Committee discussed these replacements and it was explained why these expenses were considered part of the project costs. Some Committee members requested that these costs not be included in the project costs.
6. **Public Presentation During Fire Prevention Week** – Ortmann confirmed the date of Sunday, October 11th, for the Fire Department’s public presentation. Brunton will provide presentation materials for the public to review. It was suggested that the Emergency Services members and Committee should be prepared to inform the public and answer questions as to the needs of the departments including the need for space for future equipment, increases in equipment sizes and staffing changes that may require on-call living quarters.
7. **Other Business** – None
8. **Next Meeting Date** – The next meeting date is October 26, 2015, at 5:30 p.m. in the Fire Hall meeting room.
9. **Adjourn – M/S/P: Motion by Stevens, seconded by Heggeseth, to adjourn the meeting. Ayes 7, Nays – 0.**

TELECOMMUNICATIONS COMMISSION MINUTES
SWWC, Inc
September 28, 2015
6:00 P.M.

I. Call Meeting to Order

II. Roll Call

Members Present: Forrest Fosheim, Travis Eichstadt, Bryan Joyce

Members Absent: Jeremy Lund, Dominic Jones

Staff Present: Jeff Dahna, Windomnet Interim Manager, Steven Nasby, City Administrator, Chelsie Carlson, City Finance Director/Controller

Others Present: Don Schoenrock, SMBS Board Member Liaison, Dirk Abraham, Denis Kautz and Brett Ritter, Vast Business, Steve Leek, Finley Engineering

III. Approval of Minutes - Motion by Joyce, seconded by Eichstadt for the approval of minutes from prior Telecommunication Commission meeting. Motion carried 5-0.

IV. Project Updates

CATV Headend: Denis Kautz and Brett Ritter from Vast Business presented their proposal for delivering a digital TV signal to WindomNet. Kautz and Ritter recently met with Steve Leek from Finley and have had discussions with SMBS about conversion to digital TV transport for WindomNet. Ritter presented one option as utilizing Vast's headend for WindomNet & SMBS customers to secure a digital signal. Ritter states there would need to be retransmission agreements completed by all parties involved – WindomNet, Programmers and Vast Business. Ritter offers a price would range around \$2000 a GQAM per month for the transport agreement. One GQAM would be about 40-50 channels and would replace the need for WindomNet to provide their own digital headend. Ritter speculates WindomNet would need around 2 GQAMs to provide the HD and pay per view lineup content in digital format. Ritter expresses there would be a fair amount of work on the contracting side which Vast would be willing to help with. Steve Leek from Finley Engineering inquired if current set top boxes could be used. Ritter states Vast has not done set top boxes but would be willing to explore the options, but it is usually left up to the business to provide set top boxes. Ritter states there would be revenue share agreements for pay-per-view or video on demand. Ritter inquires about the City's current billing platform. Nasby and Carlson respond that they use SourceOne for the billing software. Ritter inquires about authorizing set top boxes and interfacing with Vast's current systems. Ritter states Vast could do the billing system as well, including prepping bills and do the necessary billing. Carlson states the billing currently is sent out with the City's electrical and sewer bill. Ritter expresses there are a lot of details to be worked out on a project-by-project basis. Ritter inquires about WindomNet's current transmission agreements. Dahna and Nasby offer the NCTC does the majority of transmissions agreements for WindomNet. Ritter shares that Vast works with NCTC as well for a large majority of their agreements. Ritter explains that Vast should be

delivering a majority of its content digitally in the next 12-18 months and will have only a small lineup of analog channels.

Joyce asks if the WindomNet programming would stay the same. Ritter states he has not looked at the current WindomNet cable TV lineup of channels but Vast has numerous offerings and would work to match WindomNet's current cable TV lineup.

Joyce explains WindomNet's unique location of being able to provide both Twin Cities and Sioux Falls channels. Ritter states Twin Cities carriers can negotiate to not include Sioux Falls channels or to allow retransmission agreements, though it is rare.

Dahna questions about the pricing to provide channels to WindomNet customers. Ritter explains current transmission agreements would not allow Vast to provide channels to WindomNet customers. Vast would need to take partial ownership of WindomNet to provide channels with Vast's current agreements. Under Vast's current agreements they can only transport the channels to WindomNet customers. Schoenrock from SMBS asks if a private entity can invest in a municipality. Nasby states he would have to look into the bonding paperwork that may explain selling assets to a private entity. Nasby shares it would also need to be a council decision to have private ownership of a public system. Ritter states there are multiple options for connecting WindomNet and Vast, such as locations in Worthington or Lismore.

Carlson inquires if any monthly recurring charges could be terminated or if agreements with Vast would be additional charges on top of current monthly chargers. Leek offers to look into the charges further but the \$10,565 MRC may be able to be terminated if an agreement was reached with Vast or another entity providing similar transmissions.

Dahna questions if WindomNet's current set top boxes could be used. Ritter states Vast has deployed Cisco set top boxes and has worked with the interfaces (API) for authentication with everything being provisioned through their billing system.

Leek states the next step in this process may be a Non-Disclosure Agreements (NDA) with WindomNet and Vast. Ritter shares that looking at fees would take some time with associated costs to figure out the API and other hard costs of what it would take for any agreement.

Joyce offers that WindomNet is exploring its options at this moment. Leek reaffirms that WindomNet is looking towards January 2016 as a transition date. Leek mentions there are a number of other options and Windom will want to pick one that is best to fit its customers and situations.

Schoenrock states SMBS would like to see something with pay per view and movie lineups as well as a DVR option. Schoenrock shares that SMBS could not afford to replace all set top boxes for all customers so an interface with current boxes is necessary. Ritter shares that Vast will have whole home DVR deployed next year. Ritter states that an agreement with vast may require WindomNet to join the American Cable Association (ACA) for better buying power to help offer the better technology.

7:15pm – Brett Ritter and Dennis Kautz leave the meeting

SMBS Liason Report - Schoenrock states the SMBS board is happy with WindomNet's progress with the digital TV conversion and offers any help if necessary. Joyce inquires if SMBS has filled its general manager position. Schoenrock states SMBS is holding a special meeting this Thursday to appoint a new general manager. Schoenrock offers that

SMBS is still receiving complaints of poor video signal and will pass along to its customers that WindomNet is working towards a digital video signal to improve quality.

CenturyLink Fiber Cross-Connect - Dahna offers an update to the CenturyLink Fiber Cross-Connect issue. Dahna states Olsen Theilen has contacted a wholesale rep through CenturyLink regarding the interconnect agreements and is starting a preliminary response to CenturyLink's actions. Dahna shares he will provide updates as they develop.

V. Video

Obligated Channels Update - Dahna shares NBC Sports Network in High Definition and Digital should be in the Expanded Basic lineup. Currently WindomNet is paying \$80-\$85/month penalty for not having the channel in the correct lineup, per transmission agreements. Dahna states the channel frequency is full and will require one channel to be removed from the Expanded Basic lineup to make room for the NBC Sports Network. Dahna offers that the Blues Highway channel is through an NCTC agreement and is currently on channel 67. Dahna offers one option would be to put Blues Highway on channel 116 on the digital package which would make room for NBC Sports network on the Expanded Basic lineup. Dahna shares that the Oxygen network should be on Expanded Basic as well per transmission agreements and is looking into options of fitting the channel into the lineup. Dahna states the contract does not come up until 2016. Dahna recommends moving Blue Highways to the digital package to make room for NBC Sports on the Expanded Basic tier.

Motion by Joyce, seconded by Fosheim, to move Blue Highways to the digital offering in order to make room for the NBS Sports Network as per our contractual agreement. Motion carried 5-0.

Discussion – Carlson inquires about timeframe to move Blues Highway and NBC Sports. Dahna states it will be a couple weeks go get remanufactured receiver for the NBC Sports channel.

A&E Networks – Dahna shares that A&E Networks will be dropping east coast feeds and going to west coast feeds which might require WindomNet to use a different satellite and transponder. Dahna states this currently impacts 6 channels and will see if the NCTC co-ops will handle it, but may have to go with them directly or an HITS feed.

Video Programming Contract Rates - Carlson shares that to cover costs for 2016, WindomNet will need to do a rate increase for video subscribers. Carlson states there will need to be about \$80,000 of additional revenue just to cover costs with the current subscriber base. Carlson expresses concern that the last rate increases are not allowing WindomNet to meet their budget.

Joyce questions if there's been a large number of dropped customers. Carlson states there hasn't been a large decrease and some customers have opted for the digital package. Carlson shares City staff have been trying to move customers to bundle pricing. Carlson offers that tying a rate increase to a digital video conversion may make customers more understanding.

Joyce states he would like to have one rate increase per year and does not want to have WindomNet be required to raise rates twice a year. Schoenrock from SMBS shares it would be beneficial to increase broadband and cable rates at the same time if necessary so rate increases aren't happening throughout the year.

Carlson shares the City does need to give a 30 day rate increase notice to WindomNet customers. Nasby states for a January rate increase, the WindomNet commission would need to decide on the price increase at the end of October for it to go to council with hope of approval and for City staff to get price increases notifications in the mail to customers.

Back to CATV Headend - Dahna shares another option for the WindomNet digital TV signal is partnering with New Ulm telecom. Dahna states there is a \$60,000 fee to start, then WindomNet would have access to the digital headend signal. Dahna offers there is also a cost sharing of any head end maintenance and all cost would be split among the group, similar to a co-op. Dahna states he is interested in having a meeting with New Ulm telecom and it would require an NDA to be signed. Dahna shares that New Ulm wants to move equipment out of the Windom High School and move it into the WindomNet building, so there is a potential for lower cost of transport.

Leek shares South Dakota Networks (SDN) is interested in the digital transport and would be similar to the Vast Business offering.

Leek expresses that Yondoo may not be a good fit for WindomNet. Leek states Yondoo would do the billing but WindomNet would have to do the backend equipment work. Leek shares that WindomNet could get paid \$2.50-\$7 per subscriber and the cost would cover install crews.

Joyce asks the committee what the goals of the cable TV digital conversion are. Joyce states the first goal is to eliminate the head end cost. Second goal is going to a digital TV signal. Third goal is eliminating negotiations that the current WindomNet operations manager is responsible for.

Further discussion was held between the committee on the differences between each provider.

Leek offered to contact New Ulm Telecom for further investigation into their offerings. Nasby states he will look into bonding to see if Vast Business is a viable option.

Steve Leek leaves meeting at 8:13pm

Review 2016 Programming Costs - Joyce states he would like more research before raising rates. Joyce offers the commission should look at historical programming increases to get a better handle on the unknown 2016 rates. Nasby expresses concern that the cable TV rate increase could be larger than those in the past.

Dahna questions whether there is a line item on the telecom bill going out to customers for added fees for cable TV rates. Instead of raising rates it would be an added fee to reflect the added cost of retransmission. Carlson states that has been brought up in the past and is an option that can be explored.

SmartNet Renewal Quote – Dahna shared a quote for a Cisco SmartNet Renewal Quote for 3 primary pieces of equipment that assist in operating the digital TV signal. Total cost for the renewal is \$7916.47. Carlson questions if this is a recurring charge. Dahna

clarifies this is on newer equipment that is running out of the manufacturer's support warranty. Fosheim explains to the board how a SmartNet contract works. Eichstadt adds it is similar to an extended warranty. Dahna offers that the cost to replace the equipment should it fail would be over \$200,000. Carlson states this cost was not figured into the rate increase for cable TV pricing at the end of the year.

Motion by Fosheim, seconded by Joyce to pay for the one year SmartNet contract renewal. Motion carried 5-0.

Discussion – Dahna explains the hardware is used for transport of Sioux Falls channels and will be used in the digital conversion.

VI. Fire Suppression Panel

Dahna shares that the current fire suppression panel is at its end of life and replacement parts are no longer available. Dahna offers the panel would need to be replaced with a newer unit at a cost of \$2700. Dahna explains the current system is gas based and does not use water given the sensitive equipment in the area.

Fosheim questions whether this is an added budget item. Carlson offers there is no room in the budget for this item. Dahna reminds committee this is a co-location building with other entities relying on building and equipment. Recommendation by the commission to make replacement of the fire suppression panel a budget item for next year.

VIII. Interim Manager Report

Dahna shares the new hotel location has been tabled until next year. Dahna states the permit from the state to go across highway 60/71 was recently approved. Dahna explains the Economic Development Association (EDA) would like to have the fiber run to the new location.

Northwest industrial park. Working with builder at the industrial park. Two inch conduit to new building past parking lot area. Still wanting January 1 completion date. Need to get fiber down to new location. Will be 12-24 count fiber. Toro requires 3-4 fiber strands for needs/services.

Working on the City hall firewall with Mankato Networks on the Juniper systems.

Citizen - working with the webhost transition to the Dreamhost platform server.

WindomNet website – Dahna would like to update the WindomNet website. SMBS uses own in house web design. Discussion held about importance of website versus Facebook and other social media sites. Nasby offers an option may be to integrate WindomNet website using same design the City uses. Dahna shares he will look into options.

Hwy 62 – fiber placed but no cable PEDs are in.

Customer install done, 1 of 7 houses without fiber to house. Nasby looking for total amount so homeowner can assess amount.

Billing – Dahna shares he is going through paperwork from previous Operations Manager and the SMBS circuit coming through WindomNet has no billing charges. Working with Travis Theis from SMBS to correct the billing.

Audit on telephone lines. Lines were active in switch but were suspended. Working on auditing the cable TV and Ethernet ports.

KDOM – radio ads for use of phone lines. \$200 for radio ads to promote WindomNet while WindomNet provides the lines. Questions on whether lines are at a reduced rate or free. Dahna and Carlson will do further research.

Calix users group upcoming in Las Vegas from October 24-28, 2015. Travis from SMBS is going over the same times. Registration fee is \$349, transferable \$425 training voucher for Calix training. New hardware on display.

Access system in place for NOC. Keyfob access with co-location for entire building.

9:11pm – Chelsie Carlson left the meeting

IX. Personnel

Position Review – Administrative Assistant – Dahna states staff is working short since departure of Operations Manager and Administrative Assistant. Eichstadt asks if the Administrative Assistant position is a marketing position. Nasby states it would be more of an informational position by assisting in getting information out to customers and help staff with answering phone calls and complete paperwork.

Motion by Joyce, seconded by Eichstadt to continue hiring for the position of the Administrative Assistant. Motion carried 5-0.

Grade/Step Evaluation – Dahna shares there is an employee doing work beyond their pay grade. Dahna offers the employee is doing an exceptional job and is going above and beyond their required work.

Joyce states he would like to have some facts to base any pay grade increase on. Nasby offers to have the employee track their time and job duties for a month.

Joyce explains that he's happy to see the work this employee is doing and apologies it has taken this long for it to be looked into.

X. New Business

Nasby states the council would like have their own email addresses, an @windom-mn.com address. Nasby explains this will allow all council members to have a unified email address and also help the City with information gathering when and if necessary.

Dahna discusses the call ticket process and shares a graph showing the total number of calls for support.

XI. Old Business

Nasby discusses the open Operation Manager position. Nasby shares the job posting is in a few trade magazines and there has been a few calls to the City office inquiring about the position but no applications have yet been received.

Nasby states there has been three applications received to date for the Administrative Assistant position.

Adjournment at 9:54pm by Fosheim

Community Center Commission Minutes
Monday September 28, 2015

1. Call to Order: The meeting was called to order by Secretary Linda Stuckenbroker at 5:35 p.m.

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

3. Approval of Minutes:

Motion by Lenny Thiner, seconded by Linda Stuckenbroker to approve the August 24, 2015 Community Center Commission Minutes. Motion passed 3-0.

4. Additions to the agenda:

Surveys were great

5. President's Report:

Nothing to Report

6. Director's Report:

- a. LSS 2016 Site Use Agreement Review-WCC Director Bussa informed Commission of upcoming agreement with food site. Discussion was had on total usage and daily site routine operations. After reviewing LSS Site Agreement and Addendum a motion was made. **Motion by Lenny Thiner, seconded by Kelly Woizeschke to increase the cost for LSS 2016 Site Use by 10%. Motion Passed 4-0.**
- b. Partnership with Telecom on Advertising- WCC Director Bussa stated the July 27, 2015 Commission Meeting special guest Dane Nielson had approached WCC Commission on partnership or sponsorship for \$10,000.00 over 5 year advertising on video/scoreboard in Windom Area High School gym. At that time WCC Commission tabled action for further review to see what Telecommunication Board would act on. WCC Commission was informed that Telecom had agreed to partnership in the advertising with WCC. After discussion, WCC Commission

was concerned about the cost and impact. They considered if those dollars could be better used to advertise along highway corridor or spent on an advertising board located closer to WCC. **Motion by Kelly Woizeschke, seconded by Lenny Thiner to abstain from partnership with Telecom on advertising on jumbotron at Windom Area High School gym. Motion Passed 4-0.**

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 October 26, 2015 @ 5:30 pm

Adjourn:

Motion by Kelly Woizeschke, seconded by Lenny Thiner, to adjourn the meeting at 6:20pm. Motion carried 4-0.

Wayne Maras, WCC President

Linda Stuckenbroker, WCC Secretary

Attest: _____

Brad Bussa, WCC Director

RESOLUTION #2015-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR THE WATER TOWER REHABILITATION & REPAINTING PROJECT

WHEREAS, the Windom Utility Commission met on May 27, 2015, and approved a proposal submitted by consulting engineer Bolton & Menk, Inc. to prepare plans and specifications for the rehabilitation and repainting of the one million gallon and 500,000 gallon water towers; and

WHEREAS, Bolton & Menk, Inc. has prepared plans and specifications for the proposed Water Tower Rehabilitation & Repainting Project and on August 12, 2015, presented such plans and specifications to the Windom Utility Commission for approval; and

WHEREAS, the Windom Utility Commission recommends to the Windom City Council approval of such plans and specifications and the advertisement for bids for the proposed project.

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

1. Such plans and specifications, which are made a part hereof by reference as if fully set forth herein, are hereby approved and shall be filed in the Office of the City Administrator.
2. The City Administrator shall prepare an advertisement for bids for the making of such improvements, pursuant to the approved plans and specifications, and cause such advertisement to be published in the official paper.
3. Bids will be received and accepted by the City Administrator until 11:00 a.m. on November 12, 2015. At said time, the bids will be publicly opened by the City Administrator and Consulting Engineer in the City Hall Council Chambers. Bids will then be tabulated and will thereafter be considered by the City Council. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. The bid for such improvements will be awarded on or before January 5, 2016, at the City Council Meeting scheduled for 7:30 p.m.

Adopted by the Council this 6th day of October, 2015.

Corey J. Maricle, Mayor

Attest: _____
Steven Nasby, City Administrator

SECTION 00020 - ADVERTISEMENT FOR BIDS

Water Tower Rehabilitation & Repainting
Windom, MN

RECEIPT AND OPENING OF PROPOSALS: Sealed proposals for the work described below will be received by the City Administrator at the City Hall, 444 9th St., PO Box 38, Windom, MN 56101-0038 until November 12, 2015 at 11:00 a.m., at which time the bids will be opened and publicly read.

DESCRIPTION OF WORK: The work includes the following:

- A. One (1) million gallon capacity hydro-pillar style elevated water tower newly constructed in 1999/2000:
 - 1. Repainting interior and exterior of tower. The surface preparation and recoating shall be as specified.
 - 2. Replace existing logo.
 - 3. Remove and replace existing water recirculation pump.
 - 4. Remove and replace frost jacket and repair coating in the valve room.
- B. 500,000 gallon double ellipsoidal style elevated water tower rehabilitated and recoated in 2001:
 - 1. Repainting interior and exterior of tower. The surface preparation and recoating shall be as specified.
 - 2. Replace existing logo.
 - 3. Repair interior wet roof plate seams.

COMPLETION OF WORK: All work under the Contract must be completed by September 30, 2016. Work can be started in the spring based on weather conditions. The 1 million gallon hydro-pillar tower is to be completed first.

MINIMUM CONTRACTOR QUALIFICATIONS: The Bidder shall have experience as a General Contractor in the successful completion of at least three elevated tower painting projects within the last five years.

OBTAINING CONTRACT DOCUMENTS AND BIDDING REQUIREMENTS: Plans and specifications and all contract documents may be obtained at the office of Bolton & Menk, Inc., 1960 Premier Drive, Mankato, MN 56001, upon payment of \$75.00, (includes sales tax; non-refundable) for each full set of specifications and accompanying drawings. Additional shipping charges will apply for delivery to any address not within the lower 48 states.

A copy of the plans and specifications may be inspected at the following locations:

- Office of Bolton & Menk, Inc., 1960 Premier Drive, Mankato, MN 56001.
- Minneapolis Builders Exchange, 1123 Glenwood Ave., Minneapolis, MN 55403.

PLANHOLDERS LIST, ADDENDA AND BID TABULATION: The planholders list, addenda and bid tabulation will be available on-line at www.bolton-menk.com.

Bids will be received on a lump sum basis.

BID SECURITY: A certified check or a Bid Bond satisfactory to the City of Windom, Minnesota, in the amount of not less than 5 percent of the total Bid price submitted must accompany each Bid.

LABOR RATES - MINIMUM WAGE REQUIREMENTS: This project is being funded by the City of Windom, Minnesota. The project is not subject to the provisions of Little Davis-Bacon Act.

PERFORMANCE AND PAYMENT BONDS: The successful Bidder will be required to furnish a Performance Bond and Labor and Materials Payment Bond each in the amount of the Contract.

The Bid, Agreement, and Bonds shall be conditioned upon compliance with all provisions of the Bid Documents.

PROJECT ADMINISTRATION: All questions relative to this project prior to the opening of bids shall be directed to the Engineer/Manager for the project. It shall be understood, however, that no specification interpretations will be made by telephone.

Address inquiries to:
Bolton & Menk Inc.
Attn: Herman Dharmarajah, Ph.D., P.E.
1960 Premier Drive
Mankato, MN 56001
Tel: 507-625-4171 Ext 1104
Fax: 507-625-4177

OWNER'S RIGHTS RESERVED: The OWNER reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the OWNER.

Date: _____
(date approved by owner to advertise)

Owner: City of Windom, Minnesota

/S/ Steve Nasby
City Administrator

Published:

Cottonwood County Citizen:

Deadline: Mondays at noon; Published: Wednesdays

Finance & Commerce:

Publishes Tuesday thru Saturday

**Project Cost Estimate
Water Tower Coating Replacement
Windom, Minnesota
May 27, 2015**

1.0 MG Hydro Pillar

Wet 19,850 ft²
Dry riser 31,850 ft²
Exterior 33,250 ft²

<u>ITEM</u>	<u>COST ESTIMATE</u>
Wet interior complete replacement SP 10 and 3 coats epoxy 11.50 per sf	\$228,275
Dry riser 30% surface area SP 10 and 3 coats epoxy 11.50 per ft2	\$109,880
Exterior complete replacement SP 6, 1 coat zinc, 1 coat siloxane 11.00 ft2	\$365,750
Remove frost jacket, SP 10, 3 coat epoxy system and replace frost jacket	\$42,000
Replace Recirc-water pump, SP 3 riser pipe in vault room 3 coats epoxy	\$9,000
Containment Class II	<u>\$65,000</u>
Subtotal	\$819,905

0.5 MG Double Ellipsoidal

Wet 10,000 ft²
Exterior 19,600 ft²

<u>ITEM</u>	<u>COST ESTIMATE</u>
Wet interior complete replacement SP 10 and 3 coats epoxy 11.50 per ft ²	\$115,000
Exterior brush blast, 1 coat Rust Bond 1 coat siloxane 9.00 per ft ²	\$176,400
Steel repair in roof seam	\$3,500
Containment Class II	<u>\$45,000</u>
Subtotal	\$339,900
Total Both Towers Bid as 1 Project	\$1,159,805

Estimate prepared with Gary Meyer

**Project Cost Estimate
Water Tower Coating Replacement
Windom, Minnesota
May 27, 2015**

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Subtotal	\$339,900
Total Both Towers Bid as 1 Project	\$1,159,805

Estimate prepared with Gary Meyer

RESOLUTION #2015-

INTRODUCED:

SECONDED:

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

AUTHORIZATION TO ACCEPT A DONATION FROM POET BIOREFINING FOR THE WINDOM FIRE DEPARTMENT

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

WHEREAS, Poet Biorefining is a supporter of the City of Windom and the Windom Fire Department; and

WHEREAS, the City of Windom Fire Department recently provided assistance to Poet Biorefining; and

WHEREAS, the Windom Fire Department has received a donation of \$500.00 as a show of appreciation for assistance provided to Poet Biorefining; and

WHEREAS, Poet Biorefining has designated that the donation is to be used to purchase new fire equipment for the Windom Fire Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the donation of \$500.00 offered by Poet Biorefining for use by the Windom Fire Department to purchase new fire equipment.

Adopted by the Council this 6th day of October, 2015.

Corey J. Maricle, Mayor

Attest: _____
Steven Nasby, City Administrator

Windom Fire Dept.
Attn: Dan Ortmann
428 Ninth ST
Windom, MN

10 September 2015

Dear Mr. Ortmann,

Making ethanol safely is our top priority here at POET and having effective relationships with our local emergency response teams is a major component of doing that. We are so thankful for the support that you and your team provide us.

Please see enclosed check with funds for the Windom Fire Department to purchase new fire equipment in order to show our appreciation for what your team has done to support us. We hope to continue an effective relationship and our support of the Windom Fire Department. Please pass on our sincere gratitude to your team members.

Sincerely,



Nathan Hay
General Manager

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



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State Fire
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State Fire Marshal

445 Minnesota Street • Suite 145 • Saint Paul, Minnesota 55101-5145

Phone: 651-201-7200 • Fax: 651-215-0525 • TTY: 651-282-6555

www.dps.state.mn.us

MN Fire Department Turnout Gear Washer/Extractor Award Program

Introduction:

Despite being more physically fit and healthier than the general population firefighters, both career and volunteer/paid-on-call, experience cancer at a higher rates than those in the communities they serve. Studies continue to show that firefighters are acutely exposed to known carcinogens during structure and other fires and are continually exposed via turnout gear that is soiled due to exposure to toxic combustion byproducts.

In recent years, fire departments across Minnesota have implemented turnout gear decontamination procedures post fire events to help reduce firefighter exposure to toxic combustion byproducts. At the same time mechanical turnout gear washers/extractors have been introduced as an effective and efficient means by which firefighters can best clean their soiled turnout gear and greatly reduce their exposure to combustion byproducts.

Many fire departments, however, have found commercial turnout gear washer/extractors, which can cost upwards of \$10,000, to be cost prohibitive. Therefore, the Minnesota Department of Public Safety, through the State Fire Marshal Division, is introducing a \$200,000 matching award program to assist eligible fire departments in the purchase of commercial turnout gear washer/extractors.

Anticipated Individual Grant Amounts:

It is estimated that available funding will pay for individual grants of no more than \$10,000. A local match of the grant award, as indicated in the chart below, is required. The required local match amount will be based on the population of the applicant's fire department coverage area. The type of equipment purchased will first need to meet the approval of the State Fire Marshal prior to funds being awarded.

Population	Required Match %
Up to 10,000	10%
10,001-25,000	25%
25,001-50,000	35%
Over 50,000	50%

Eligible Applicants:

Only Minnesota fire departments that currently use the MNFIRS reporting system will be eligible to receive funds.

Any fire service agency applying for an award must include a letter from the jurisdiction indicating their intent to purchase a turnout gear washer/extractor(s). The letter must be from the governance entity (e.g. the city council for a city fire service). A fire service agency is defined as having a fire department identification number (FDID) from the State Fire Marshal Division.

Awards will be made to the jurisdiction submitting the award application. The award contract must be signed by a representative of the lead jurisdiction having the legal authority to sign contracts for that jurisdiction. Legal authority may be documented by a resolution or official minutes from the jurisdiction and will be required at the time that the award contract is to be signed. It is not required for the grant application.

The Committee will consider the following factors and prioritize awards based on, but not limited to:

- Overall jurisdiction/fire department budget
- Number of firefighters
- Population serviced
- Current inventory of turnout gear cleaning equipment

Two or more jurisdictions, in close proximity, may submit joint applications.

Grant Process:

An evaluation committee will review and score the applications based on the above criteria and present a recommendation to the Commissioner of Public Safety who make the final determination. Once a request has been awarded, a formal award agreement will be prepared and must be signed by the awardee organization and the Department of Public Safety. Once the signature process has been completed, the award is considered fully executed and becomes a legally binding agreement between the grantee organization and the Department of Public Safety.

Audit/Compliance:

The award funds are available on a cost reimbursement basis where costs are reimbursed after they are incurred and paid by the grantee agencies. The grantee organization will be required to provide to the State Fire Marshal Division the written summary of all expenditures, including documentation on how the award and matching funds were spent.

Application Submission:

A complete application packet must be received by **4:30 pm CST November 3, 2015**, preferably by email at nanci.libor@state.mn.us or by mail:

State Fire Marshal Division
Attn: Nanci Libor
445 Minnesota Street, Suite #145
St. Paul, MN 55101-5145

Applications not received by this deadline will not be considered. It is the responsibility of the applicants to ensure that their application is received by the deadline.

Any questions about the application process should be directed to Nanci Libor at 612-270-6956 or nanci.libor@state.mn.us.

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



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Office of
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Office of
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Office of
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Office of
Traffic Safety

State Fire
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State Fire Marshal

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www.dps.state.mn.us

MN Fire Department Turnout Gear Washer/Extractor Award Program Application

Please complete all fields in this application, as all requested information is required to process your application.
COMPLETED APPLICATIONS MUST BE SUBMITTED BY NOVEMBER 3, 2015 at 4:30 p.m.

CONTRACTING AGENCY *(This is the lead agency named in the grant contract that will be responsible for the administration of the grant.)*

Legal Name: _____

Address: _____ City: _____

State: MN Zip: _____ Phone #: _____

E-mail address: _____

AUTHORIZED OFFICIAL *(This is the person whose name should appear in the grant contract and who will be responsible for ensuring the terms and conditions of the contract are met. This person does not have to have signature authority, but must be an employee of the fiscal agent cited above.)*

Name: _____ Title: _____

Phone #: _____ E-mail address: _____

PROGRAM CONTACT *(This is the person the DPS can contact for information on the program being funded.)*

Name: _____ Title: _____

Phone #: _____ E-mail address: _____

FISCAL CONTACT *(This is the person the DPS can contact with financial questions.)*

Name: _____ Title: _____

Phone #: _____ E-mail address: _____

CONTRACT MAILING CONTACT *(The person who should receive the contract packet and be responsible for obtaining the correct signatures and completing the necessary forms. Note: If it is one of the individuals listed above you do not need to repeat the address and phone information.)*

Legal Name: _____

Address: _____ City: _____

State: MN Zip: _____ Phone #: _____

E-mail address: _____

JOINT APPLICATION

Is this a joint application: Yes No

If yes, please list below:

Fire Department	Fire Department Contact

REQUIRED SIGNATURES

I certify that the above information is true and correct.

Signature of Municipal Clerk or City Official, **AND** Date

Signature of Fire Chief Date



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State Fire Marshal

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www.dps.state.mn.us

MN Fire Department Turnout Gear Washer/Extractor Award Program Application Questions

1. Overall jurisdiction/fire department budget *(If this is a joint application please identify overall budget for all applicants):*
2. Number of firefighters *(If this is a joint application please list the number of firefighters for each department separately):*
3. Population served *(If this is a joint application please list the population served for each department separately):*
4. Current inventory of turnout gear cleaning equipment *(If this is a joint application please list the current inventor of turnout gear cleaning equipment for each department separately):*

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



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MN Fire Department Turnout Gear Washer/Extractor Award Program Application Checklist

Please make sure that you have completed all the application requirements prior to submitting your application:

1. Complete application including required signatures.
2. Answer all application questions.
3. Provide a letter from your jurisdiction indicating their intent to purchase a turnout gear washer/extractor(s).
4. Submit all application materials no later than 4:30 p.m. CST on November 3, 2015 via e-mail to nanci.libor@state.mn.us or by mail at:

State Fire Marshal Division
Attn: Nanci Libor
445 Minnesota Street, Suite #145
St. Paul, MN 55101-5145

RESOLUTION #2015-

INTRODUCED:

SECONDED:

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

AUTHORIZATION TO EXECUTE AGSTAR FUND FOR RURAL AMERICA GRANT AGREEMENT FOR THE WINDOM AMBULANCE DEPARTMENT

WHEREAS, the City of Windom Ambulance Department has received a grant from AgStar, through the AgStar Fund for Rural America Grant Program, in the amount of \$2,975.00; and

WHEREAS, grant funds must be used to purchase pagers, batteries and chargers; and

WHEREAS, the grant received through the AgStar Fund for Rural America Grant Program will provide one hundred percent (100%) of the allowable costs incurred for the project, not to exceed \$2,975.00.

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

1. That the City Council accepts the AgStar Fund for Rural America Grant through AgStar and agrees to the terms and conditions required to accept the grant.
2. That the City Administrator or Ambulance Director are authorized to execute this agreement and any amendments on behalf of the City of Windom.

Adopted by the Council this 6th day of October, 2015.

Corey J. Maricle, Mayor

Attest: _____
Steven Nasby, City Administrator



September 17, 2015

Tim Hacker
Windom Ambulance Service
444 9th St, PO Box 38
Windom, MN 56101

Dear Ambulance Director Tim Hacker:

Congratulations! The AgStar Fund for Rural America is pleased to inform you that a grant award in the amount of \$2,975 has been approved in support of your application for the AgStar Fund's Emergency Response Equipment Grant Program.

AgStar knows how important emergency response volunteers are to rural communities' safety and well-being. There are so many deserving volunteer fire, rescue and ambulance departments in our service area. The need for improved equipment and safety gear is greater than ever before. In order to do everything in our power to help the volunteers who keep our communities safe, the AgStar Fund for Rural America is awarding \$151,820 to 54 emergency response departments in our service area.

This grant is to be used to purchase the equipment outlined in your grant application by December 31, 2015. Any unexpended funds, as described in the approved budget, must be returned to the AgStar Fund at that time. A final grant report must be submitted by January 30, 2016, using the enclosed Minnesota Common Report Form. Please review the enclosed Grant Agreement and return one signed copy as soon as possible (equipment does not need to be purchased first). After we receive the signed agreement we will contact you to set up a grant check presentation.

Congratulations once again and thank you for the important work you do and for the emergency services you provide to your rural community.

Sincerely,

A handwritten signature in cursive script that reads "Melanie Olson".

Melanie Olson
AgStar Fund Specialist
952-997-1255
Melanie.Olson@AgStar.com



GRANT AGREEMENT

The grant to your organization from the AgStar Fund for Rural America is for the explicit purpose(s) described in the Grant Application and is subject to your acceptance of the terms described therein.

To acknowledge this agreement, to accept the grant and receive the funds, return a signed copy of this Grant Agreement to AgStar Financial Services. Keep the other copy for your files. Please refer to the identification number and title in all communications concerning this grant.

Grantee: Windom Ambulance Service

ID #: 422

Amount Granted: \$2,975

Grant Period: Through December 31, 2015

Funds to be used for: 7 Motorola Minitor VI pagers, batteries and chargers.

The undersigned hereby agrees to the following grant conditions:

1. The funds provided by this grant may be spent only in accordance with the provisions of the grantee's funding request and budget as approved. Grantee shall not use the funds for any purpose prohibited by applicable law, and shall use the funds only for those purposes which are permissible under all applicable laws and regulations, including but not limited to the Internal Revenue Code, as amended and the regulations issued thereunder. Grantee shall comply with any and all applicable federal, state and local laws.
2. No funds provided by the AgStar Fund may be used for any political campaign, or to support attempts to influence legislation of any governmental body other than through making available the results of nonpartisan analysis, study and research.
3. Expenses charged against this grant may not be incurred prior to the date at which the grant period begins or subsequent to its termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.

4. The grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.
5. The grantee shall return any unexpended funds to the AgStar Fund, which are not used for the approved purposes and/or remain unexpended at the close of the grant period.
6. Funds shall be promptly returned to the AgStar Fund if the AgStar Fund determines, in its sole discretion that the grantee has not performed in accordance with the Terms of the Grant and/or has not met the specific grant conditions of the approved program.
7. For the purposes of making verifications, as it deems desirable toward the fulfillment of AgStar Fund objectives, the AgStar Fund may conduct site visits and/or review grantee's records at reasonable times during grantee's regular business hours.
8. Grantees are required to recognize the AgStar Fund in all publicity materials related to the funded project or program, as specified in the grant request. Prior to making public any such materials, grantees must submit the text of any announcements and plans for publicity to the Fund Officer responsible for the grant. Approval of the Fund Officer is required prior to any such materials being announced or made available to the public. Grantee shall cooperate with the AgStar Fund in connection with all publicity materials that AgStar may wish to publish regarding the Fund and/or the project, including, but not limited to providing photo releases and/or other consents.
9. Grantee agrees to indemnify and hold AgStar and the AgStar Fund harmless and, at its own cost and expense, defend AgStar and the AgStar Fund, its officers, employees and directors from and against any and all liability, including but not limited to costs, attorney's fees, and claims for damages arising out of grantee's actions in furtherance of the project for which grant funds have been awarded. AgStar and the AgStar Fund shall not be liable for any claims arising out of the project or any work performed in connection therewith. Grantee shall be solely responsible for the acts or omissions of its officers, agents, employees, directors and subcontractors."
10. Grantee warrants and represents that it has made no material false statement, or misstatement of fact, in connection with its Grant Application or its receipt of the Grant Funds, and all information previously submitted to the AgStar Fund or which it will submit to the AgStar Fund in the future relating to the grant or the project, is and will be true and correct.
11. Grantee shall not engage in discriminatory practices with respect to the project for which grant funds have been provided, and shall, with respect to all project activities, fully comply with all state, local and federal non-discrimination laws, as applicable.
12. To submit a final report thirty (30) days after the completion of the grant, of activities carried on under the grant, evaluations of what the grant accomplished, and complete financial reports detailing use of the grant funds.
13. PAYMENT OF GRANTS: The AgStar fund reserves the right to terminate or modify any payments pursuant to this grant, including modification of previously agreed upon payment schedules should this be deemed appropriate by the AgStar Fund.

14. LIMIT OF COMMITMENT: This grant is made with the understanding that the AgStar Fund has no obligation to provide other or additional support to the grantee.
15. Nothing contained in this Agreement, nor in the application process or the granting of funds, shall be intended or construed in any manner as creating or establishing a relationship of partners or joint venture between the grantee and the AgStar Fund, nor shall grantee be considered or deemed to be an agent, representative or employee of AgStar or the AgStar Fund.
16. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any proceedings or disputes arising out of this Agreement shall be venued in Blue Earth County, Minnesota.
17. The waiver of any breach of any provision of this Agreement by the AgStar Fund shall not be deemed to be a waiver of any such breach in the future or any other breach of any other provision.
18. Grantee hereby states that no goods or services were received in exchange for the donation from AgStar Financial Services.

In accepting the grant, the grantee accepts the terms stated in this agreement.

Organization: _____

Signature of Authorized Representative: _____

Printed Name / Title: _____

Date: _____

RESOLUTION # 2015-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:
 Abstained:

CITY OF WINDOM

**RESOLUTION CALLING FOR A PUBLIC HEARING ON THE
PROPOSED GRANTING OF A BUSINESS SUBSIDY TO THE TORO COMPANY**

WHEREAS, on August 18, 2015, the City Council approved the establishment of Tax Increment Financing District 1-19 (“TIF 1-19”); and

WHEREAS, the real property included in TIF 1-19 is described as: Lots Five (5), Six (6), Seven (7), and Outlot B of Block Two (2) in the North Windom Industrial Park Subdivision to the City of Windom, Cottonwood County, Minnesota; and

WHEREAS, at the time of the establishment of TIF 1-19, the Economic Development Authority of Windom (“EDA”) owned all of the above-described property; and

WHEREAS, on August 24, 2015, the EDA sold Lots 6, 7 and Outlot B, described above, (“the property”) to Ryan Companies US, Inc. for the purpose of construction of a new warehouse facility for The Toro Company (“the project”); and

WHEREAS, pursuant to an agreement between Ryan Companies US, Inc. (“Ryan Companies”) and The Toro Company (“Toro”), Ryan Companies will remain the owner of the property and will act as the developer of the property; and Toro will be the tenant of the property and will be responsible for the payment of the real estate taxes on the property; and

WHEREAS, Ryan Companies and Toro have requested tax increment financing (“TIF”) assistance, through TIF 1-19, for eligible expenses for development of the project and have requested that Toro receive said TIF assistance; and

WHEREAS, the granting of TIF assistance in an amount greater than \$150,000 is subject to business subsidy laws as set forth in Minnesota Statutes Sections 116J.993 through 116J.995, inclusive as amended; and

WHEREAS, pursuant to said statutes, it is necessary to hold a public hearing on the proposed awarding of a business subsidy to Toro in the form of TIF assistance from TIF 1-19.

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

1. Public Hearing. A public hearing to consider the proposed awarding of a business subsidy to The Toro Company shall be held on Tuesday, November 3, 2015, in the City Council Chambers, Windom City Hall, during the regular City Council Meeting which begins at 8:05 p.m.

2. Notice of Public Hearing. The City Administrator is authorized and directed to cause notice of the hearing to be published once in the official newspaper of the City at least 10 days, but not more than 30 days, prior to November 3, 2015. The City Administrator is further authorized and directed to place a copy of the proposed business subsidy agreement and supporting documentation on file in the EDA Office at the Windom City Hall, 444 Ninth Street, and to make such copy available for inspection by the public.

3. Notice of Right to File Complaint. Pursuant to Minnesota Statutes Section 116J.994, Subd. 5(f), a person with residence in or the owner of taxable property in the granting jurisdiction may file a written complaint with the grantor of a business subsidy if the grantor fails to comply with Sections 116J.993 to 116J.995 of Minnesota Statutes, and that no action may be filed against the grantor of a business subsidy for the failure to comply unless a written complaint is filed.

Adopted this 6th day of October, 2015.

Corey Maricle, Mayor

ATTEST: _____
Steven Nasby, City Administrator



City of Windom Staff Report

To: Windom City Council
From: Aaron Backman, EDA Executive Director
Council Meeting Date: October 6, 2015
Item Title/Subject: **CALL FOR PUBLIC HEARING – BUSINESS SUBSIDY FOR TORO (TIF 1-19)**

Background:

On August 18, 2015, the City Council adopted a Resolution establishing TIF District 1-19. This district covers Lots 5, 6, 7, and Outlot B in Block 2 of the North Windom Industrial Park Subdivision.

On August 24, 2015, Lots 6, 7, and Outlot B were sold to Ryan Companies US, Inc. for purposes of construction of a new warehouse facility for Toro. Ryan Companies will continue to own the property and lease the property for use by Toro. The real estate taxes on the property will be paid by Toro. Pursuant to the terms of the Purchase Agreement, a portion of the tax increment generated by the property is to be paid to Toro.

The EDA's TIF attorney, Robert Dieke, has prepared a proposed Development Agreement and Business Subsidy Agreement. These documents have been reviewed by attorneys for Ryan Companies and Toro. Final revisions should be completed soon. These documents will come before the EDA Board for review and approval on October 12th. The plan is to present these documents to the City Council for review and approval at the November 3rd Council meeting.

The proposed terms include reimbursement to Toro for eligible expenses including site preparation, parking lots, and stormwater detention pond. This reimbursement would be in the sum of \$300,000 over a period not to exceed 6 years and would be paid from tax increment generated by real estate taxes on the lots owned by Ryan Companies.

Pursuant to Minnesota Statutes 116J.993 through 116J.995 which set forth the business subsidy laws, the granting of any assistance (including TIF assistance) in an amount greater than \$150,000 is subject to the business subsidy laws and also requires a public hearing prior to the granting of the business subsidy.

It is necessary that the City Council call for a public hearing on this proposed business subsidy. We are recommending setting the public hearing for the City Council Meeting on November 3rd to allow sufficient time for publication of the public hearing notice.

Attached for your review and approval is a proposed Resolution calling for the public hearing on the proposed business subsidy to Toro for the November 3rd City Council Meeting.

Should you have any questions, please do not hesitate to contact me at the EDA Office in City Hall or by phone at 832-8661. I also plan to be present at the October 6th City Council Meeting to answer any additional questions.

Respectfully submitted,

Aaron A. Backman, EDA Executive Director

Attachments

RESOLUTION #2015-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

Abstained:

RESOLUTION ACCEPTING GRANT AND AUTHORIZING EXECUTION OF 2016 GREATER MINNESOTA BUSINESS DEVELOPMENT PUBLIC INFRASTRUCTURE GRANT PROGRAM AGREEMENT

WHEREAS, the City of Windom has received notification of the awarding of a Construction Grant through the 2016 Greater Minnesota Business Development Public Infrastructure Grant Program, to be administered by the Minnesota Department of Employment and Economic Development (DEED), for the 2015 Commerce Boulevard Extension Project in the North Windom Industrial Park; and

WHEREAS, the grant is in the amount of One Hundred Ninety-nine Thousand Five Hundred Dollars (\$199,500) and requires an equal match in cash or in-kind, and the sources for this match are available; and

WHEREAS, it is necessary that the City of Windom accept this grant and execute the Grant Agreement with DEED concerning the terms of the grant.

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

1. The City of Windom hereby accepts the Construction Grant through the Greater Minnesota Business Development Public Infrastructure Grant Program, administered by the Minnesota Department of Employment and Economic Development, in the amount of One Hundred Ninety-nine Thousand Five Hundred Dollars (\$199,500) awarded to the City of Windom for the Windom BDPI Project (2015 Commerce Boulevard Extension Project) and approves the terms of Grant Agreement No. BDPI-15-0010-O-FY16.
2. The City of Windom certifies that it has the legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to therein.
3. The City of Windom certifies that it has the legal authority to use the Program Grant for the purposes as described in the state program enabling legislation.
4. The City of Windom certifies that it will comply with applicable laws and regulations and requirements as contained in the grant agreement and any amendments.
5. An equal match will be provided by the Economic Development Authority of Windom and other approved financing and in-kind sources.



City of Windom Staff Report

To: Windom City Council
From: Aaron Backman, EDA Executive Director
Council Meeting Date: October 6, 2015
Item Title/Subject: **RECOMMEND CITY COUNCIL APPROVAL OF THE GREATER MN BUSINESS DEVELOPMENT PUBLIC INFRASTRUCTURE (BDPI) GRANT AGREEMENT BETWEEN THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT (DEED) AND CITY OF WINDOM FOR THE NORTH WINDOM INDUSTRIAL PARK (NWIP) COMMERCE BLVD EXTENSION PROJECT**

Background:

The Minnesota Department of Employment and Economic Development (DEED) announced on August 31, 2015, that the City of Windom was awarded \$199,500 in Greater Minnesota Business Development Public Infrastructure (BDPI) Grant funds for street and utility infrastructure (Commerce Boulevard Extension Project) necessary to accommodate the Toro warehouse currently under construction in the North Windom Industrial Park (NWIP). On September 15th the City Council awarded the Commerce Boulevard Extension Project to Holtmeier Construction. On September 23rd DEED sent the proposed BDPI Grant Agreement to the City of Windom. The Windom City Council will need to adopt a resolution accepting this grant for \$199,500 and approving the grant agreement.

There are several points for consideration by the City Council members pertaining to the grant agreement: 1) The grant agreement is the standard state bonding contract. This same agreement is used for many different purposes including buildings. Because this grant is to be used for construction of streets, water, sewer and other utilities, much of the agreement language does not apply. 2) Construction contract documents will not need to be reviewed by DEED prior to execution. 3) Importantly, the legal description of the project only covers right-of-way areas where the infrastructure will be located. These areas are subject to special requirements because of the state funding. The lots the EDA owns are **not** part of the project and **can** be sold without state approval. 4) Construction costs are paid on a reimbursement basis. In other words, we pay our bills and our costs are reimbursed per the agreement. This grant agreement format has been previously reviewed by the City Attorney.

Requested Action:

- 1) Adopt a resolution accepting the Greater Minnesota Business Development Public Infrastructure (BDPI) Grant and authorizing execution of the Grant Agreement between DEED and the City of Windom for the NWIP Commerce Boulevard Extension Project.
- 2) Authorize the Mayor and City Administrator to execute the BDPI Grant Agreement and Declaration.

Respectfully submitted,

Aaron A. Backman

Aaron A. Backman, EDA Executive Director

Attachments



City of Windom Staff Report

To: Mayor and Windom City Council
From: Jim Kartes, Building/Zoning Official (Chapter 90) & Mary Hensen, Admin. Asst. (Chapters 93 & Section 33.12)
Meeting Date: September 15, 2015
Item Title/Subject: Ordinance Nos. 151, 152, & 153, 2nd Series (City Code Chapters 90, 93, & Section 33.12)

Background: In the Fall of 2014, the City Council requested that the Planning Commission review "Chapter 90: Nuisances; Health and Safety". The Planning Commission reviewed Chapter 90 and suggested revisions. The proposed revisions have been reviewed by the Assistant City Attorney and have been incorporated into Ordinance No. 151, 2nd Series.

The existing City Code contains references to animals in both Chapters 90 and 93. The Planning Commission recommended transferring all references to animals from Chapter 90 to Chapter 93 which is the designated "Animals" chapter. The proposed revisions have been reviewed by the Assistant City Attorney and have been incorporated into Ordinance No. 152, 2nd Series.

On August 20, 2013, the City Council adopted Ordinance No. 143, 2nd Series which added "Section 33.12 Nuisance Board" to the City Code. It is necessary to add two subsections to Section 33.12 for purposes of clarifying the timing of the payment of the administrative fees and assessments for non-payment of those fees. The proposed additions have been reviewed by the Assistant City Attorney and have been incorporated into Ordinance No. 153, 2nd Series.

These three proposed Ordinances have been scheduled for first readings at the September 15th City Council Meeting. The second readings would be scheduled for October 6th.

Summary of Modifications to Chapter 90:

The sections on "Animals" have been moved to the "Animal Chapter" (Chapter 93).

Section 90.02(D) – Word added.

Section 90.02 (H)(5) - search warrant deleted and assessment language added.

Section 90.02 – Section (I)(b), (c), and (d) – Language from Bruce Caldwell (Tree Inspector) added.

Section 90.02 – Section (I)(2) – Word corrected.

Section 90.04(J) – Specific items added.

Section 90.20(B) – Correction made in the wording.

Section 90.55(B)(1) – Wording deleted that was inadvertently included.

Sections 90.59, 90.60 and 90.61 were removed as they are criminal offenses and charged under Minnesota Statutes, etc.

Section 90.99(C) – Deleted sections were removed.

Summary of Modifications to Chapter 93:

The order of existing sections was changed to bring the most commonly-used sections to the beginning of the chapter (such as licensing, impoundment, etc.). Also there are some expanded definitions in Section 93.01.

New Section 93.16 – Came in from Chapter 90.

New Section 93.25 – Incorporates items from both Chapters 90 and 93 and some items were modified.

Sections 93.30 through 93.33 - "Wild and Exotic Animals" – These sections were updated to include certain requirements from the Minnesota Statutes while maintaining the basic format from Chapter 93.

Section 93.35 – "Dangerous Animals" – Some language from Chapter 90 was retained, some language was updated by the Assistant City Attorney. The wording "Animal Control Officer" was changed to "Animal Control Authority" as recommended by the Planning Commission.

Section 93.99 – "Penalty" – This section was updated by the City Attorney's Office.

Should you have any questions concerning these modifications, please do not hesitate to contact our office. Thank you.

Requested Action: Approve the first readings of Ordinances No. 151, 152, and 153, 2nd Series.

mah

ORDINANCE NO. 151, 2ND SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA,
AMENDING CITY CODE CHAPTER 90

THE CITY COUNCIL OF THE CITY OF WINDOM ORDAINS:

WHEREAS, the City Council adopted Ordinance No. 118, 2ND Series on March 19, 2002, (effective date April 1, 2002) which Ordinance added "Chapter 13 Public Nuisance" to the City Code for the City of Windom; and

WHEREAS, thereafter the City Council adopted Ordinance No. 130, 2ND Series on April 1, 2008, (effective April 9, 2008) amending Chapter 13 and adopted Ordinance No. 138, 2ND Series on October 16, 2012, (effective October 24, 2012) which codified the City Code and renumbered the public nuisance ordinance as Chapter 90; and

WHEREAS, there are numerous updates to Chapter 90 which the Planning Commission has recommended to the City Council; and

WHEREAS, it is in the best interests of the citizens of Windom that Chapter 90 be amended as set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, ORDAINS:

THE CITY CODE OF THE CITY OF WINDOM IS HEREBY AMENDED BY DELETING CHAPTER 90 IN ITS ENTIRETY AND INSERTING THE FOLLOWING IN LIEU THEREOF:

GENERAL PROVISIONS

§ 90.01 DEFINITION.

For the purpose of this chapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

PUBLIC NUISANCE. Any thing, act, occupation, condition, use or property which:

(1) Unreasonably annoys, injures or endangers the health, safety, comfort or repose of the public;

(2) In any way renders the public insecure in life or obstructs the free use of property;

(3) Greatly offends the public morals or is indecent;

(4) Is offensive to the senses; or

(5) Unlawfully and substantially interferes with, obstructs or tends to obstruct or render dangerous for passage any sidewalk, street, alley, highway, navigable body of water or other public way.

(Prior Code, § 13.01) (Ord. 118, 2nd Series, eff. 3-19-2002; Ord. 130, 2nd Series, passed 4-1-2008)

§ 90.02 PUBLIC NUISANCES AFFECTING HEALTH.

The following acts, commissions, places, conditions and things are hereby specifically declared to be public health nuisances, but shall not be construed to exclude other health nuisances coming within the definition of § 90.01:

(A) All decayed, harmfully adulterated or unwholesome food or drink sold or offered for sale to the public;

(B) Unlawful acts relating to animals: SEE CHAPTER 93 "ANIMALS".

(C) Carcasses of animals, birds, fish and fowl not buried or otherwise disposed of in a sanitary manner within 24 hours after death;

(D) Accumulations of decayed animal or vegetable matter, unwholesome food, manure, trash, rubbish, debris, rotting lumber, bedding, packing material, cardboard, plastic bags and containers, bottles, cans, scrap metal, brush, or any material in which flies, mosquitoes, disease-carrying insects, rats or other vermin may breed;

(E) All stagnant water in which mosquitoes, flies or other insects can multiply;

(F) The escape of smoke, soot, cinders, noxious acids, fumes, gases, fly ash or industrial dust within the city limits in quantities as to endanger the health of persons of ordinary sensibilities or to threaten or cause substantial injury to property;

(G) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, creamery or industrial waste or other substances;

(H) All noxious weeds, including all weeds defined by the State Commissioner of Agriculture to be injurious to public health, roads, crops, livestock and other property including obviously neglected lawns and/or yards, as determined by the city.

(1) It is the primary responsibility of any owner, occupant or agent of any lot or parcel of land to maintain any weeds or grass growing thereon at a height of not more than six inches; to remove all public health or safety hazards therefrom; to install or repair water service lines thereon; to treat or remove insect-infested or diseased trees thereon; and, when deciduous trees have seasonally lost their leaves, to clean up and remove the leaves from the premises.

(2) It is unlawful for any owner, occupant or agent of any lot or parcel of land to allow any weeds or grass growing upon any lot or parcel of land to grow to a greater height than six inches or to allow the weeds or grass to go to seed.

(3) It is unlawful for any owner, occupant or agent of any lot or parcel of land to fail to promptly remove leaves from the premises after deciduous trees have lost their leaves.

(4) It is unlawful for any owner, occupant or agent of any lot or parcel of land to fail to remove all public health or safety hazards thereon, to fail to install or repair water service lines thereon or to fail to treat or remove insect-infested or diseased trees thereon.

(5) If any owner, occupant or agent fails to comply with this division (H)(5), and after notice given by the city, has not within 48 hours of the notice complied, the city shall cause the weeds or grass to be cut, or leaves to be cleaned up and removed, or public health or safety hazards removed, or water service lines repaired, or diseased or insect-infested

trees treated or removed, and the expense thus incurred, including administrative costs, shall be the personal liability of the owner of the premises. A bill, indicating the cost, shall be sent to the owner, occupant or agent. If the total amount is not paid in accordance with the terms indicated on the bill, the amount of the costs and expenses incurred, plus accrued interest on the unpaid balance, shall be charged against the property involved as a special assessment as authorized by M.S. § 429.101, as it may be amended from time to time, and other pertinent statutes for certification to the County Auditor and collection the following year along with the current taxes.

(I) Tree diseases.

(1) *Trees constituting nuisance declared.* The following are public nuisances whenever they may be found within the city:

(a) Any living or standing elm tree or part thereof infected to any degree with the Dutch Elm disease fungus *Ceratocystis Ulmi* (Buisman) Moreau or which harbors any of the elm bark beetles *Scolytus Multistriatus* (Eichh.) or *Hylungopinus Rufipes* (Marsh);

(b) Any living or standing ash tree or part thereof infected to any degree with the Emerald Ash Borer [*Agrilus Planipennis* Fairmaire (Coleoptera: Bupretidae)] Beetle or which harbors any of the Emerald Ash Borer Beetle.

(c) Any dead ash or elm tree or part thereof, including branches, stumps, firewood or other material from which the bark has not been removed and burned or sprayed with an effective insecticide;

(d) Any living or standing oak tree or part thereof infected to any degree with the Oak Wilt Fungus (*Ceratocystis Fagacearum*);

(e) Any dead oak tree or part thereof which in the opinion of the designated officer constitutes a hazard, including, but not limited to, logs, branches, stumps, roots, firewood or other oak material which has not been stripped of its bark and burned or sprayed with an effective fungicide; and/or

(f) Any other shade tree with an epidemic disease.

(2) *Abatement of nuisance.* It is unlawful for any person to permit any public nuisance as defined in division (I)(1) above to remain on any premises the person owns or controls within the city. The City Council may, by resolution, order the nuisance abated. Before action is taken on that resolution, the City Council shall publish notice of its intention to meet to consider taking action to abate the nuisance. This notice shall be mailed to the affected property owner and published once no less than one week prior to the meeting. The notice shall state the time and place of the meeting, the property affected, action proposed, the estimated cost of the abatement, and the proposed basis of assessment, if any, of costs. At the hearing or adjournment thereof, the City Council shall hear any property owner with reference to the scope and desirability of the proposed project. The City Council shall thereafter adopt a resolution confirming the original resolution with modifications as it considers desirable and provide for the doing of the work by day labor or by contract.

(3) *Record of costs.* The City Administrator shall keep a record of the costs of abatement done under this section for all work done for which assessments are to be made, stating and certifying the description of the land, lots, parcels involved and the amount chargeable to each.

(4) *Unpaid charges.* On or before September 1 of each year, the City Administrator shall list the total unpaid charges for each abatement against each separate lot or parcel to which they are attributable under this section. The City Council may then spread the charges or any portion thereof against the property involved as a special assessment as authorized by M.S. § 429.101, as it may be amended from time to time, and other pertinent statutes for certification to the County Auditor and collection the following year along with the current taxes.

(J) Any use of property, substances or things within the city emitting or causing any foul, offensive, noisome, nauseous, noxious or disagreeable odors, or stenches extremely repulsive to the physical senses of ordinary persons which annoy, discomfort, injure or inconvenience the health of any appreciable number of persons within the city.

(K) Storage restrictions.

(1) *Firewood.* Firewood shall be stored in a compact and orderly fashion so as not to constitute a hazard to adjacent buildings or property or to endanger the public health. All firewood shall be stored or stacked up off the surface of the ground. Stacks of wood in the open shall not exceed six feet in height and without consent of adjacent property owners shall not be located less than five feet from a boundary line. There shall be no front yard or front lot storage of firewood in the city; provided that, this division (K)(1) shall not prevent businesses that sell firewood from displaying firewood to the public in a manner that is deemed necessary for the business purposes, as long as the storage and display does not violate any other of the provisions of this section.

(2) *Pipe, lumber and the like.* The storage of pipe, lumber, forms, steel, machinery or similar materials shall not be allowed on residential property.

(3) *Solid fuel.* For the purpose of this division (K)(3), **SOLID FUEL** includes, but is not limited to, corn, shelled or unshelled, and wood pellets. Outdoor storage requirements for solid fuel shall be as follows.

(a) The storage container shall be painted and designed to blend in with the structure it serves or be screened from view of neighboring properties.

(b) The container shall be permanently attached to the ground.

(c) The container shall be of sturdy leak-proof construction with a leak-proof lid.

(d) Storage of grain shall not be allowed in Zoning Districts R-1, R-2, R-3, B-1 or B-3 except as provided in this section.

(4) *Junk yards.* For the purpose of this division (K)(4), the words **JUNK YARDS** shall be defined as: land or buildings where waste, discarded or salvaged materials are bought, sold, exchanged, stored, cleaned, packed, disassembled or handled, including, but not limited to, scrap metal, rags, paper, hides, rubber products, glass products, lumber products and products resulting from the wrecking of automobiles or other vehicles. All junk yard storage shall be hidden from view from any public right-of-way and adjacent properties. This shall be accomplished by fencing and/or screening as specified in Ch. 152 of this code of ordinances. This division (K)(4) shall not prevent businesses that sell salvaged material from displaying material to the public in a manner that is deemed necessary for the business purposes, as long as the storage and display does not violate any other of the provisions of this chapter.

(Prior Code, § 13.02) (Ord. 118, 2nd Series, eff. 3-19-2002; Ord. 130, 2nd Series, passed 4-1-2008) Penalty, see § 90.99

Cross-reference:

Animals, SEE Chapter 93

§ 90.03 PUBLIC NUISANCES AFFECTING MORALS AND DECENCY.

The following acts, commissions, places, conditions and things are hereby specifically declared to be public nuisances offending public morals and decency, but the enumeration shall not be construed to exclude other nuisances offending public morals and decency coming within the definition of § 90.01:

(A) All illegal gambling devices; and

(B) Any place or premises where the ordinances or state laws relating to public health, safety, peace, morals or welfare are continuously, repeatedly and intentionally violated.
(Prior Code, § 13.03) (Ord. 118, 2nd Series, eff. 3-19-2002) Penalty, see § 90.99

§ 90.04 PUBLIC NUISANCES AFFECTING PEACE AND SAFETY.

The following acts, omissions, places, conditions and things are hereby declared to be public nuisances affecting peace and safety, but the enumerations shall not be construed to exclude other nuisances affecting public peace and safety coming within the provisions of § 90.01:

(A) All trees, fences, hedges, signs, billboards, vehicles, recreational vehicles, items of personal property or other obstructions which prevent persons driving vehicles on public streets, alleys or highways from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalk. All limbs of trees which project over a public sidewalk less than eight feet above the surface thereon or 13 feet above the road surface of a public street;

(B) All use or display of fireworks, except as provided by the laws of the state and ordinances of the city;

(C) Reflected glare or light from private exterior lighting exceeding one-half footcandles, as measured on the property line of the property where the lighting is located, when the property abuts any residential parcel and one footcandle when the property abuts any commercial or industrial parcel;

(D) All buildings or structures so old, dilapidated or out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human use;

(E) Any fence that is not constructed in a substantial workmanlike manner and of substantial material reasonably suitable for the purpose for which the fence is proposed to be used; any fence that has been constructed of improper materials for the district in which it is located, such as the use of barbed wire or electric fencing in a residential district or as a boundary fence; any fence that has not been maintained and is in a condition of disrepair or has become a danger to public safety, health or welfare;

(F) All wires over streets, alleys or public grounds which are strung less than 15 feet above the surface of the street or ground;

(G) All hanging signs, awnings and other similar structures over streets and sidewalks so situated as to endanger public safety, or not constructed and maintained as provided by ordinance;

(H) All obstructions of streets, alleys, sidewalks or crosswalks and all excavations in or under the same, except as permitted by ordinance;

(I) All open and unguarded pits, wells, in-ground pools, excavations or unused basements freely accessible from any public street, alley or sidewalk;

(J) Accumulations in the open of discarded or disused items including, but not limited to, machinery, household appliances, household furniture and flooring, consumer electronics (i.e. computer equipment, cell phones, TVs, other audio and/or visual equipment), any materials not designed for outdoor use, motor vehicle bodies or parts, tires, batteries, unused and/or discarded construction materials; accumulations of any materials in a manner conducive to the harboring of rats, mice, snakes or vermin; or the rank growth of vegetation among the items so accumulated; or accumulations in a manner creating fire, health or safety hazards;

(K) Any unauthorized or unlawful use of property abutting on a public street, alley or sidewalk or of a public street, alley or sidewalk which causes large crowds of people to gather, obstructing traffic and free use of the streets or sidewalks;

(L) Any abandoned above or underground tank whose capacity is in excess of 1,100 gallons;

(M) All loud or discordant noises or vibrations of any kind;

(N) Radio aerials or television antennas erected or maintained in a dangerous manner;

(O) Obstruction to the free flow of water in a natural waterway or a public street drain, gutter or ditch with trash or other materials;

(P) The placing or throwing on any street, sidewalk or other public property of any glass, tacks, nails, metal scraps, garbage, leaves, tin cans, grass or tree limbs, shreds or rubbish, or to empty any water containing salt or other injurious chemical thereon, which may injure any person or animal or damage any pneumatic tire when passing over the substance. It is a violation of this section to haul any soil or material, not adequately enclosed or covered, thereby permitting the same to fall upon the streets;

(Q) All other conditions or things which are likely to cause injury to the person or property of another; and/or

(R) Fire and explosion danger. It is unlawful for any person to deposit or dispose of any refuse which is in flames, or heated to the point that it could cause danger of fire, or any other material which is flammable or so volatile as to create a danger of fire or explosion. If ashes are to be disposed of as part of the refuse collection system, the ashes must be placed in a separate container and not commingled with any other garbage or refuse to be collected. The ashes must be contained in a way that the refuse collectors are able to distinguish same as ashes and be able to observe that they are safe to be deposited in the refuse collection vehicle.

(Prior Code, § 13.04) (Ord. 118, 2nd Series, eff. 3-19-2002; Ord. 130, 2nd Series, passed 4-1-2008) Penalty, see § 90.99

§ 90.05 STATE DEFINED NUISANCES.

Any nuisance so defined by M.S. § 561.01, as amended from time to time, supplemented or replaced, or by the common law of the state, is also a nuisance under this chapter.

(Prior Code, § 13.05) (Ord. 118, 2nd Series, eff. 3-19-2002)

§ 90.06 PROHIBITED ACTS.

No owner or occupant of any premises shall permit any nuisance to be or remain in or upon the premises; nor shall he, she or they allow for the storage of firewood or junk vehicles in violation of the terms of this chapter.

(Prior Code, § 13.08) (Ord. 118, 2nd Series, eff. 3-19-2002; Ord. 130, 2nd Series, passed 4-1-2008) Penalty, see § 90.99

§ 90.07 ABATEMENT PROCEDURE.

(A) *Definition.* For the purpose of this section, the following definition shall apply unless the context clearly indicates or requires a different meaning.

NUISANCE. Public nuisances affecting health in § 90.02(A)-(G), (J), and (K); public nuisances affecting morals and decencies as codified in § 90.03; public nuisances affecting peace and safety as codified in § 90.04; state defined nuisances as codified in § 90.05; and inoperable, unlicensed or junk vehicles as codified in § 90.55.

(B) Report of nuisance.

(1) Whenever the Building and Zoning Department receives a signed written complaint form which alleges that a nuisance exists, an official from the Building and Zoning Department shall conduct an inspection of the real estate where the nuisance is alleged to exist.

(2) If the official determines that a nuisance exists, the official shall notify the owner of the real estate in writing that a nuisance exists and order that the nuisance be abated. The notice shall also specify the time the owner has to either abate the nuisance or request a hearing before the Nuisance Board.

(C) *Property owner's response:* If the owner of the real estate where the nuisance exists fails to either abate the nuisance or request a hearing within the time specified in the notice, the city at the city's sole and exclusive discretion may or may not abate the nuisance. The city shall have the right to recover all costs, including administrative costs, to abate the nuisance in the manner provided in Section 90.07 (D).

(1) If the owner requests a hearing, the request must be in writing and made within the time specified in the notice received from the Building and Zoning Department.

(2) Upon receipt of a timely written request for a hearing, the Building and Zoning Department shall notify the owner in writing of the time, date, and place of the hearing. The owner may appear in person at the hearing and/or present a written statement in time for consideration at the hearing.

(3) If the Nuisance Board determines that a nuisance exists, the Board shall inform the owner in writing of the amount of time the owner has to abate the nuisance. If the owner fails to abate the nuisance within said time, the city may abate the nuisance. The city shall have the right to recover all costs, including administrative costs, to abate the nuisance in the manner provided in § 90.07 (D).

(D) Recovery of costs:

(1) *Personal liability.* The owner of the real estate where a nuisance has been abated by the city shall be personally liable for all costs the city incurred to abate the nuisance, including administrative costs. As soon as the work has been completed and the costs determined, the City shall prepare an invoice for the costs and mail it to the owner. Thereupon the amount shall immediately be due and payable at the Office of the City Clerk.

(2) *Assessment.* If the owner of the real estate fails to pay the costs of the abatement and/or the administrative costs, then after notice and hearing as provided by M. S. § 429.061, as it may be amended from time to time, the City Administrator shall, on or before December 31 next following abatement of the nuisance, list the total unpaid charges to abate the nuisance, including administrative costs, against each separate lot or parcel to which the charges are attributable. The special assessments levied under this ordinance shall be payable in installment(s) as the City Council may determine.

(E) Immediate Abatement.

(1) Nothing in this section shall prevent the city, without notice or other process, from immediately abating any condition that poses an imminent and serious hazard to human life or safety.

If the city abates a nuisance that posed an imminent and serious hazard to human life or safety, the city shall have the right to recover all costs, including administrative costs, to abate the nuisance in the manner provided in division (D).

(F) *Notice.* For the purpose of giving written or mailed notice under this section, the notice shall be mailed by first class U. S. mail to the owner of the real estate where the nuisance is alleged to exist. The owner shall be those individual(s) shown to be such in the records of the County Auditor/Treasurer of Cottonwood County, Minnesota, but other appropriate records may also be used for this purpose.

(1) The notice shall be mailed to the address of the owner as it appears in the records located in the County Auditor/Treasurer's Office of Cottonwood County, Minnesota, unless the city is reasonably aware of a different address for the owner, in which case the notice shall be sent to the known address of the owner.

If the address of the owner is not on file in the Auditor/Treasurer's Office of Cottonwood County, Minnesota, and is unknown, service on the owner may be accomplished by posting a copy of the notice on the premises.

(G) *Violation a misdemeanor:* Any violation of Chapter 90 which is not corrected, as set forth herein, shall be considered a misdemeanor.

(Ord. 143, 2nd Series, passed 8-20-2013)

EXCESSIVE NOISE

§ 90.20 GENERAL PROHIBITION.

(A) No person shall make or cause to be made, any distinct and loud audible noise that unreasonably annoys, disturbs, injures or endangers the comfort, repose, health, peace, safety or welfare of any person, or precludes their enjoyment or diminishes their property value.

(B) This general prohibition includes, but is not limited to, the specific restrictions of the following sections.

(Prior Code, § 13.07) (Ord. 118, 2nd Series, eff. 3-19-2002) Penalty, see § 90.99

§ 90.21 HORNS, AUDIBLE SIGNALING DEVICES AND THE LIKE.

No person shall sound any audible signaling device, except as a warning of danger, or as permitted in M.S. § 169.68, as amended from time to time.

(Prior Code, § 13.07) (Ord. 118, 2nd Series, eff. 3-19-2002) Penalty, see § 90.99

§ 90.22 MUFFLERS FOR MOTOR VEHICLES.

Every motor vehicle shall at all times be equipped with a muffler in working order which blends the exhaust noise into the overall vehicle noise and is in constant operation to prevent excessive or unusual noise; and no person shall use a dynamic engine or transmission brake, muffler cutout, bypass or similar device upon a motor vehicle on a street or highway.

(Prior Code, § 13.07) (Ord. 118, 2nd Series, eff. 3-19-2002) Penalty, see § 90.99

§ 90.23 RADIOS, TAPE AND DISC PLAYERS.

No person shall use, operate or play any radio receiving set, tape or disc player, musical instrument, phonograph, loudspeaker, sound amplifier or other device in a manner as to disturb the peace, quiet and repose of a person or persons of ordinary sensibilities, except as allowed by city license or permit for civic and/or charitable activities and events.

(A) The play, use or operation of any radio, tape or disc players, musical instrument, phonograph or other machine or device for the production or reproduction of sound in a manner as to be plainly audible at a distance of one city block from the machine or device or for the purpose of commercial advertising, or attracting the attention of the public to any building structure, shall be prima facie evidence of a violation of this section; and/or

(B) When sound violating this subchapter is produced or reproduced by a machine or device that is located in or on a vehicle, the vehicle's owner(s) is guilty of the violation; provided, however, that, if the vehicle's owner is not present at the time of the violation, the person in charge or control of the vehicle at the time of the violation is guilty of the violation.

(Prior Code, § 13.07) (Ord. 118, 2nd Series, eff. 3-19-2002) Penalty, see § 90.99

§ 90.24 BUILDINGS.

(A) No person shall engage in construction (including excavation), demolition, alteration or repair of any building between the hours of 9:00 p.m. and 6:00 a.m.; except that, individuals or families may work on single-family residences for their own occupancy.

(B) City officials may, in case of emergency, grant permission to repair at any time when they find repair work will not affect the health and safety of the persons in the vicinity.

(Prior Code, § 13.07) (Ord. 118, 2nd Series, eff. 3-19-2002) Penalty, see § 90.99

§ 90.25 PILE DRIVERS, HAMMERS AND THE LIKE.

No person shall use or operate, between the hours of 9:00 p.m. and 6:00 a.m., any pile driver, power shovel, pneumatic hammer, derrick power, electrical hoist or other machine or appliance, the use of which is accompanied by loud or unusual noise.

(Prior Code, § 13.07) (Ord. 118, 2nd Series, eff. 3-19-2002) Penalty, see § 90.99

§ 90.26 PARTIES AND GATHERINGS.

(A) *Prohibition.* No person shall congregate at or participate in any party or gathering from which noise emanates of a sufficient volume so as to disturb the peace, quiet or repose of another person. No person shall knowingly remain at a noisy party or gathering.

(B) *Evidence.* The following is prima facie evidence of violation of this section:

(1) Noise of a volume as to be clearly heard at a distance of one city block from the structure or building in which the party or gathering is occurring, or in the case of an apartment building, in the adjacent hallway or apartment; and

(2) Any complaint from a person that is verified by an officer.

(C) *Duty to disperse.* When an officer determines that a party or gathering is in violation of this section, the officer may order all persons present at the premises where the violation is occurring, other than the owner or tenants of the premises, to disperse immediately. No persons ordered to leave shall remain at or return to the party or gathering.

(D) *Exemption.* The following are exempt from violation of this section:

(1) Activities which are duly authorized, sponsored or licensed by the city so long as the activity is conducted pursuant to the conditions of the license, permit or contract;

(2) Person(s) who have gone to a party for the sole purpose of abating the violation;

(3) Church bells, chimes or carillons;

(4) School bells;

(5) Anti-theft devices; and

(6) Machines or devices for the production of sound on or in authorized emergency vehicles.

(Prior Code, § 13.07) (Ord. 118, 2nd Series, eff. 3-19-2002) Penalty, see § 90.99

§ 90.27 ANIMALS, BIRDS AND THE LIKE.

No person shall keep, or allow to be kept, any animal which is causing long continued noise which disturbs the comfort or repose of any person(s) in the vicinity.
(Prior Code, § 13.07) (Ord. 118, 2nd Series, eff. 3-19-2002) Penalty, see § 90.99

Cross-reference:

Animals, SEE Chapter 93

AIR POLLUTION

§ 90.40 UNAUTHORIZED, UNLAWFUL BURNING.

(A) It is unlawful for any person to burn or permit burning of any grass, weeds, leaves, rubbish or other substance upon premises owned or occupied by him or her, except as otherwise provided by this code and as identified in M.S. §88.16, Starting and Reporting Fires, M.S. §88.17, Permission to Start Fires; Prosecution for Unlawfully Starting Fires, and M.S. and M.S. §88.171, Open Burning Prohibitions, as they may be amended from time to time.

(Prior Code, § 10.42)

(1) Exceptions allowed for open burning for permitted materials include:

(a) A fire started when the ground is snow-covered. "Snow-covered" means that the ground has a continuous unbroken cover of snow, to a depth of three (3) inches or more, surrounding the immediate area of the fire sufficient to keep the fire from spreading. Between 24 and 48 hours prior to starting a fire permitted pursuant to this Section 90.40 (A) (1) (a), the owner or occupant of the premises where the fire is going to occur shall notify the Cottonwood County Sheriff's Department or the Windom fire chief of the exact location where the fire will occur and the time the fire will start.

(b) A campfire.

(c) A fire contained in a charcoal grill, camp stove, or other device designed for the purpose of cooking or heating.

(d) A fire to burn dried vegetative materials and other materials allowed by Minnesota Statutes or official state rules and regulations in a burner of a design which has been approved by the Commissioner of Natural Resources and with which there is no combustible material within five feet of the base of the burner and is in use only between the hours of 6:00 p.m. and 8:00 a.m. of the following day, when the ground is not snow-covered.

(2) Written permission required. Excluding the previous exceptions allowed for open burning, it shall be unlawful to start or have any open fire without written permission.

(3) Burning of the following materials is prohibited:

(a) Rubber, plastics, chemically treated materials, or other materials which produce excessive or noxious smoke;

(b) Hazardous wastes;

(c) Industrial solid waste;

- (d) Demolition debris;
- (e) Salvage operations;
- (f) Motor vehicles; and
- (g) Garbage

(B) (1) *Burning permitted.* Pursuant to the provisions of M.S. § 116.082, as amended from time to time, the open burning of dried leaves between September 15 and December 1 is hereby allowed in the city, subject to the limits and conditions specified in this division (B).

(2) *Limits and conditions.* The burning of leaves will only be permitted under the following limits and conditions:

(a) The open burning of leaves will only be permitted between September 15 and December 1;

(b) The Police Department must be notified by the property owner prior to each burning;

(c) Burning shall be limited only to the areas of the city zoned residential;

(d) A fire shall not be less than five feet from any property line and not less than 25 feet from any building, lumber pile, wood yard, haystack or other comparable hazard;

(e) A responsible person shall be in constant attendance until the fire is completely extinguished;

(f) Burning will only be allowed during daylight hours;

(g) The burning of leaves is prohibited on city streets, alleys, sidewalks, boulevards or any public parking areas;

(h) No burning shall take place during an air pollution alert, high fire danger alert, warning or other emergency declared by the city, the State Pollution Control Agency (MPCA) or the State Department of Natural Resources (DNR); and

(i) The Fire Chief, or other local fire authority designee, will have the authority to discontinue a burn when:

1. A fire hazard exists or develops during the course of the burn;
2. Any of the conditions of the permit are violated during the course of the burn; and
3. It is determined that the smoke emissions are offensive to occupants of the surrounding property.

(3) *Permits.*

(a) Upon determination that all necessary precautions have been taken to protect life and property, the Fire Chief, City Administrator or other authorized agent may issue a leaf-burning permit.

(b) The cost of obtaining a permit to burn dried leaves shall be at a rate as approved from time to time by the City Council. The fee will be paid by the applicant upon receipt of permit.

(c) Beginning on the date of issuance, the permit shall be valid until December 1 of the year it was issued.

(4) *Copy to state agencies.* A copy of this division (B), or any amendment thereof, shall be submitted to the MPCA and the DNR.

(5) *Penalty.* Any person violating the provisions of this division (B) shall be guilty of a misdemeanor.

(6) *Application.* The provisions of this division (B) shall only apply to the burning of leaves. It is unlawful for any person to burn any materials prohibited under the city ordinances or state statute.

(7) *Effective date.* This division (B) becomes effective on the date of its publication or upon the publication of a summary of the ordinance as provided by M.S. § 412.191, Subd. 4, as it may be amended from time to time, which meets the requirements of M.S. § 331A.01, Subd. 10, as it may be amended from time to time. (Ord. 16, 2nd Series, eff. 9-20-1984; Ord. 132, 2nd Series, passed 2-3-2009; Ord. 140 2nd Series, passed 3-5-2013) Penalty, see § 90.99

§ 90.41 RULES ADOPTED BY REFERENCE.

(A) The Air Pollution Control Rules, 1976, APC 1 through 32, 6 MCAR 4.0033, 6 MCAR 4.0039 and 6 MCAR 4.0041, updated through 1983, promulgated by the State Pollution Control Agency, are hereby adopted by reference as though set forth verbatim herein. One copy of the rules shall be marked "CITY OF WINDOM - OFFICIAL COPY" and kept on file in the office of the City Administrator and open to inspection and use by the public.

(B) It is unlawful to violate a provision of this section or of the Air Pollution Control Rules hereby adopted by reference. (Prior Code, § 10.42) (Ord. 16, 2nd Series, eff. 9-20-1984) Penalty, see § 90.99

OTHER NUISANCES

§ 90.55 INOPERABLE, UNLICENSED, JUNK VEHICLES.

In the interest of promoting public health, safety and welfare, the city does hereby enact this section governing the parking and storing of junk vehicles as follows.

(A) No person shall leave any partially dismantled, non-operating wrecked or junked vehicle on any street or highway within the city.

(B) (1) All vehicles on property within the city limits shall be currently licensed and in running order (operable condition) or properly licensed and stored as a collector vehicle. No person in charge or control of any property within the city, whether as owner, tenant, occupant, lessee or otherwise, shall allow any partially dismantled, non-operating, wrecked, junked or discarded vehicle to remain on the property longer than 96 hours.

(2) Except that, this section shall not apply to:
(a) A vehicle in an enclosed building;

(b) A vehicle on the premises of a business enterprise operated in a lawful place and manner when necessary to the operation of the business enterprise; provided that, the vehicle is located on the premises for a period of not longer than one year; or

(c) A vehicle which has been placed by the city in an appropriate storage place or depository maintained in a lawful place and manner.

(C) Vehicles, trailers and truck and/or van boxes are not approved accessory buildings as defined in Ch. 152 of this code of ordinances and shall not be used for storage of items that would typically be stored in an accessory building and also shall not be used for storage of garbage, trash or junk items.

(Prior Code, § 13.06) (Ord. 118, 2nd Series, eff. 3-19-2002; Ord. 130, 2nd Series, passed 4-1-2008) Penalty, see § 90.99

§ 90.56 OPEN PITS, BASEMENTS AND OTHER EXCAVATIONS.

(A) It is unlawful for any person owning or in control of real estate to have any pit, basement, well, septic tank, cesspool or other excavation on the premises open and without protection for the public.

(B) If the excavation is open for 72 hours or less, it shall be protected by use of flares or lights at night and a railing or other temporary protection during the day.

(C) If it shall be permanently installed, it shall be protected with a chain link fence at least 48 inches high, night and day.

(Prior Code, § 10.49) Penalty, see § 90.99

§ 90.57 OPEN STAIRWAYS AND BALCONIES.

It is unlawful for the owner of any premises to construct or maintain thereon, or permit the construction or maintenance thereon, of a stairway opening to a public sidewalk without adequately protecting the opening with a gate, fence, bars or other barrier adequately protecting the same. It is unlawful for the owner of any premises to construct or maintain thereon, or permit the construction or maintenance thereon, of a balcony unless it is protected with a solid wall or screened with a firm material with openings no larger than eight inches in diameter, if round, or eight inches by eight inches, if square, and to a height of at least three feet.

(Prior Code, § 10.50) Penalty, see § 90.99

§ 90.58 RADIO AND TELEVISION INTERFERENCE.

It is unlawful for any person to maintain, use or operate any apparatus or device whether electrical, mechanical or of any other type, so as to cause interference with radio or television reception. This section shall not apply to electro-medical devices; provided that, they are equipped so far as reasonably possible with apparatus tending to reduce the interference.

(Prior Code, § 10.51) Penalty, see § 90.99

§ 90.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.

(B) Every person violates §§ 90.01 through 90.07, 90.20 through 90.27 and 90.55 when he or she performs an act thereby prohibited or declared unlawful, or fails to act when

the failure is thereby prohibited or declared unlawful or fails to act when the failure is prohibited or declared unlawful by a code adopted by reference by these sections and, upon conviction thereof, shall be punished as for a misdemeanor, except as otherwise stated in specific provisions hereof.

(Prior Code, § 13.99)

(C) Every person violates §§ 90.40, 90.41 and 90.56 through 90.58 when he or she performs an act thereby prohibited or declared unlawful, or fails to act when the failure is thereby prohibited or declared unlawful, or performs an act prohibited or declared unlawful or fails to act when the failure is prohibited or declared unlawful by a code adopted by reference by these sections and, upon conviction thereof, shall be punished as for a misdemeanor, except as otherwise stated in specific provisions hereof.

(Prior Code, § 10.99)

(Ord. 118, 2nd Series. eff. 3-19-2002)

THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, FURTHER ORDAINS:

This ordinance, or an approved Title and Summary of this ordinance, shall be published in the COTTONWOOD COUNTY CITIZEN and this ordinance shall be effective immediately upon publication.

ADOPTED AND PASSED by the City Council of the City of Windom, Minnesota, this 6th day of October, 2015.

Corey Maricle, Mayor

ATTEST:

Steven Nasby, City Administrator/Clerk-Treasurer

1st Reading: September 15, 2015
2nd Reading: October 6, 2015
Adoption: October 6, 2015
Published: October 14, 2015

ORDINANCE NO. 152, 2ND SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA,
AMENDING CITY CODE CHAPTER 93

THE CITY COUNCIL OF THE CITY OF WINDOM ORDAINS:

WHEREAS, the City Council previously adopted ordinances setting forth regulations concerning animals within city limits and these regulations were contained in several chapters of the City Code, including “Chapter 13 Public Nuisance”; and

WHEREAS, thereafter the City Council adopted Ordinance No. 138, 2nd Series on October 16, 2012, (effective October 24, 2012) which codified the City Code and renumbered the chapters of the City Code, including the public nuisance chapter which was renumbered as Chapter 90 and the existing chapter on animals which was renumbered as Chapter 93; and

WHEREAS, there are numerous updates to Chapter 90 which the Planning Commission has recommended to the City Council; and

WHEREAS, one of the updates recommended by the Planning Commission was to transfer the animal regulations previously contained in Chapter 90 to Chapter 93 thereby consolidating the animal sections into Chapter 93; and

WHEREAS, it is in the best interests of the citizens of Windom that Chapter 93 be updated and amended as set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, ORDAINS:

THE CITY CODE OF THE CITY OF WINDOM IS HEREBY AMENDED BY DELETING CHAPTER 93 IN ITS ENTIRETY AND INSERTING THE FOLLOWING IN LIEU THEREOF:

GENERAL PROVISIONS; DOG AND CAT LICENSING AND REGULATIONS

§ 93.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ANIMAL. Cattle, horses, ponies, mules, sheep, goats, swine, feathered fowl such as ducks, geese, turkeys, chickens, guinea hens; dogs, cats and other animals; and honey bees.

ANIMAL CONTROL AUTHORITY. See Section 93.35(A) for definition.

DANGEROUS ANIMAL. See Section 93.35(A) for definition.

OWNER. Any person who owns, harbors, feeds, boards, keeps or otherwise possesses an animal, and who is the head of the household of the residence, or the owner or manager in charge of the establishment or premises at which an animal remains, or to which it returns.

(Prior Code, § 10.12)

POTENTIALLY DANGEROUS ANIMAL. See Section 93.35(A) for definition.

PROPER ENCLOSURE. See Section 93.35(A) for definition.

UNPROVOKED. See Section 93.35(A) for definition.

WILD OR EXOTIC ANIMALS. Any wild mammal, reptile or fowl which is not naturally tame or gentle, but is of a wild nature or disposition and which, because of its size, vicious nature or other characteristics would constitute a danger to human life or property if it is not kept or maintained in a safe manner or in secure quarters. Examples of wild or exotic animals include, but are not limited to, skunks, foxes, coyotes, raccoons, minks, weasels, ostriches, emus, snakes, reptiles, lizards, lions, tigers, cougars, leopards, cheetahs, bears, lemurs, monkeys, chimpanzees, gorillas, etc.

§ 93.02 (formerly 93.32) LICENSING REQUIRED.

It is unlawful for any person to keep a dog over six months or a cat over three months of age without a license therefor from the city. Application for a dog or cat license shall be on a form supplied by the city and will contain certificate from a veterinarian, who is duly licensed to practice veterinary medicine in the state. The certificate shall state that the dog or cat, for which application for a license is made, has been inoculated against rabies for at least the period for which a license is applied.
(Prior Code, § 10.11) Penalty, see § 93.99

§ 93.03 (formerly 93.33) LICENSE FEE.

All dog and cat licenses shall expire on December 31 of each year. The fee for these licenses shall be prescribed by the Council, but shall not be less than \$3. All licenses applied for and issued in the last three months of the calendar year shall be issued to cover those months as well as the following calendar year.
(Prior Code, § 10.11)

§ 93.04 (formerly 93.34) COLLAR TAGS.

The City Administrator issuing a license, shall, at the same time, deliver to the licensee a metal tag which shall bear the same serial number as the license. The licensee shall securely attach the tag to a collar (or harness) which shall at all times be kept on the dog or cat for which the license is issued. A duplicate for a lost tag may be issued by the City Administrator upon presentation of the receipt showing the payment of the license fee for the current year and upon payment of a reissue fee for the duplicate. Dog and cat tags shall not be transferable and no refunds shall be made on any dog or cat license fee because of leaving the city or death of the dog or cat before expiration of the license.
(Prior Code, § 10.11) (Ord. 83, 2nd Series, eff. 8-25-1994)

§ 93.05 (formerly 93.36) VIOLATIONS, FINES AND PENALTIES.

Any person who shall not have obtained a license for any dog or cat as required by this section shall be liable for a fine as set forth in § 93.99, together with the cost of the license fee.
(Prior Code, § 10.11) (Ord. 93, 2nd Series, eff. 11-9-1995)

§ 93.06 (formerly 93.10) LIMITATION ON OWNERSHIP.

(A) (1) It is unlawful for any person to own, keep, care for, have custody of or knowingly permit at any time more than three dogs and/or three cats in or about his or her residence or any other location under the person's control within the city.

(2) A residence or other location may contain up to three dogs and/or three cats. Impoundment procedures shall be implemented as described in this subchapter.

(B) This section shall not apply to the following:

(1) One litter of pups or kittens under 90 days of age born to a licensed dog or cat;

(2) Residents of newly-annexed areas; provided that, the owners have the animals licensed within 90 days after annexation occurs, and until the time as one or more of the illegal animals dies or for some other reason is not owned or possessed by the resident;

(3) A kennel licensed by the State Board of Animal Health that is located in an appropriately-zoned area;

(4) A licensed veterinarian; or

(5) An animal shelter owned and operated by a city or a humane society.
(Prior Code, § 10.12) (Ord. 112, 2nd Series, eff. 9-17-2002)

§ 93.07 (formerly 93.09) SEEING-EYE DOGS PERMITTED IN PUBLIC PLACES.

Wherever a blind person accompanied by a "seeing-eye" or guide dog presents himself or herself for accommodation or service at any public conveyance, vehicle or to any café or restaurant, store or other place of business open to the public, it is unlawful for any owner, or his or her agent, to refuse admission to the dog or service to the blind person.
(Prior Code, § 10.12) Penalty, see § 93.99

§ 93.08 (formerly 93.37) ANIMAL RESTRAINT.

(A) The license holder, owner or keeper of any dog or cat shall be responsible for the effective restraint of the dog or cat and shall not permit the dog or cat to run at large.

(B) It is unlawful for the owner or the keeper of any dog or cat to fail to properly and effectively restrain the dog or cat.

(C) Any dog or cat which is not effectively contained within a fenced area, or any dog or cat which is on any unfenced area or lot abutting a street, alley, public park, public place or upon any other private land, without being effectively controlled or restrained from moving beyond the unfenced area or lot, or any dog or cat on any street, public work, school ground or public place without being effectively restrained by chain or leash, shall be deemed "not effectively restrained", and in violation of this subchapter.
(Prior Code, § 10.11) Penalty, see § 93.99

§ 93.09 (formerly 93.25) RUNNING AT LARGE.

It is unlawful for any owner, or any person having control of a dog or cat, to permit the dog or cat to run at large in the city. Any dog or cat upon public property, or upon private property over the protest and against the will of the property owner, not on a leash or otherwise under the control of an accompanying person, shall be deemed as running at

large. The term **OWNER**, as used in this section, means any person who owns, harbors or keeps the dog or cat.
(Prior Code, § 10.11) Penalty, see § 93.99

§ 93.10 (formerly 93.26) SEIZURE AND IMPOUNDMENT.

(A) Any dog or cat running at large in the city may be seized and placed in the pound by any police officer, city official or other person designated by the Council for the purpose of enforcing this subchapter. An accurate record of the time of the placement shall be kept on each dog or cat. Each dog or cat so placed in the pound shall be held for redemption by the owner for a period of not less than five regular business days. A **REGULAR BUSINESS DAY** is one during which the pound is open for business to the public for at least four hours between the hours of 8:00 a.m. and 7:00 p.m.

(B) Impoundment records shall be preserved for a minimum of at least six months and shall show:

(1) The description of the animal by species, breed, sex, approximate age and other distinguishing traits;

(2) The location at which the animal was seized;

(3) The date of seizure;

(4) The name and address of the person from whom any dog over six months of age or cat over three months of age was received; and

(5) The name and address of the person to whom any dog over six months of age or cat over three months of age was transferred.

(Prior Code, § 10.11)

§ 93.11 (formerly 93.27) NOTICE OF IMPOUNDMENT.

(A) Upon the impoundment of any dog or cat, the officer to whom the dog or cat is delivered shall notify the owner personally, or by U.S. mail. If the owner of the dog or cat is unknown, written notice shall be posted in three public places within the city for five days, describing the dog or cat, and stating where the dog or cat is impounded, and the condition of release.

(B) If unclaimed, the dog or cat shall be humanely destroyed and the carcass disposed of, unless it is requested by a licensed educational or scientific institution under M.S. § 35.71, as amended from time to time; provided, however, that, if a tag is affixed to the dog or cat, or a statement by its owner after seizure specifies that the animal should not be used for research, the animal shall not be made available to any institution, but may be destroyed after expiration of the five-day notice period.

(Prior Code, § 10.11) (Ord. 83, 2nd Series, eff. 8-25-1994)

§ 93.12 (formerly 93.28) EXCEPTION.

Any dog or other animal seized under M.S. §§ 343.22 or 343.29, as amended from time to time, shall be held for ten regular business days. For the purposes of this section, the term **REGULAR BUSINESS DAY** means any day during which the establishment having custody of the animal is open to the public for not less than four consecutive hours

between 8:00 a.m. and 7:00 p.m. A person claiming an interest in an animal in custody under this subchapter may prevent disposition of the animal by posting security in an amount sufficient to provide for the animal's actual costs of care and keeping. The security must be posted within ten days of the seizure inclusive of the date of the seizure. (Prior Code, § 10.11)

§ 93.13 (formerly 93.29) NOTICE OF IMPOUNDING; CLAIMING INTEREST.

(A) Upon impounding an animal under § 93.10, notice shall be given the owner or person claiming interest in the animal by delivering or mailing it to a person claiming an interest in the animal, by posting a copy of it at the place where the animal is taken into custody or by delivering it to a person residing on the property, and telephoning, if possible.

(B) The notice shall include:

(1) A description of the animal seized; the authority and purpose for the seizure, the time, place and circumstances under which the animal was seized; and the location, address, telephone number and contact person where the animal is kept;

(2) A statement that a person claiming an interest in the animal may post security to prevent disposition of the animal and may request a hearing concerning the seizure or impoundment and that failure to do so within ten days of the date of the notice will result in disposition of the animal;

(3) A statement that all actual costs of the care, keeping and disposal of the animal are the responsibility of the person claiming an interest in the animal, except to the extent that a court or Hearing Officer finds that the seizure or impoundment was not substantially justified by law; and

(4) A form that can be used by a person claiming an interest in the animal for requesting a hearing under this subchapter. (Prior Code, § 10.11)

§ 93.14 (formerly 93.30) RIGHT TO HEARING AND RELEASE FROM ANIMAL POUND.

(A) (1) Upon request of a person claiming interest in the animal, which request must be made within ten days of the date of seizure, a hearing shall be held within five business days of the request to determine the validity of the seizure and impoundment. If the seizure was done pursuant to a warrant under M.S. § 343.22, as amended from time to time, the hearing must be conducted by the judge who issued the warrant.

(2) If the seizure was done under M.S. § 343.29, as amended from time to time, the city may either:

(a) Authorize a licensed veterinarian with no financial interest in the matter or professional association with either party; or

(b) Use the services of a Hearing Officer to conduct the hearing.

(B) A person claiming interest in the animal who is aggrieved by a decision of a Hearing Officer under this subchapter may seek a court order governing the seizure or impoundment within five days of the notice of the order.

(C) The judge or Hearing Officer may authorize the return of the animal, if the judge or Hearing Officer finds that:

(1) The animal is physically fit; and

(2) The person claiming an interest in the animal can and will provide the care required by law for the animal.

(D) The person claiming an interest in the animal is liable for all actual costs of the care, keeping and disposal of the animal, except if a court or Hearing Officer finds that the seizure or impoundment was not substantially justified by law. The costs shall be paid in full or a mutually satisfactory arrangement for payment must be made between the city and the person claiming an interest in the animal before return of the animal to the person.

(1) If an animal is owned by a resident of the city, the cost shall include the purchase of a license, if unlicensed, payment for the animal's maintenance while in custody, and may include an immunization fee of any animal for rabies.

(2) If an animal is owned by a person not a resident of the city, the cost shall include payment for the animal's maintenance while in custody, and may include an immunization fee of any animal for rabies.

(Prior Code, § 10.11) (Ord. 107, 2nd Series, eff. 7-29-1998)

§ 93.15 (formerly 93.31) RELEASE FROM IMPOUNDMENT.

Dogs or cats shall be released to their owners or persons previously in possession of the dog or cat as follows:

(A) *Resident owner.* After showing proof of purchase of city dog or cat license, proof of inoculation for rabies and payment of all impounding fees, costs, charges and any fines which have occurred up to the time of release; or

(B) *Non-resident owner.* After proof of inoculation for rabies, and payment of all impounding fees, costs, charges and any fines which have occurred up to the time of release.

(Prior Code, § 10.11)

§ 93.16 HABITUAL BARKING AND NOISE.

(A) It shall be unlawful for any person to keep or harbor a dog which habitually barks or cries. Habitual barking shall be defined as barking for repeated intervals of at least five minutes with less than one minute of interruption. The barking must also be audible off of the owner's or caretaker's premises. A barking dog shall not constitute a violation of this division if, at the time that the dog is barking or making any other noise, a person is trespassing or threatening to trespass upon the private property upon which the dog is situated or when the dog is teased or provoked. An owner shall be advised in writing or verbally by a city enforcement official that a complaint has been filed charging a violation of this division and ordering that the violation be abated immediately. If the animal continues to disturb the peace and quiet of the city beyond the five days provided in the notice or if there is a reoccurrence of the noise complained of at any time within six months of the date of notice, a citation shall be issued charging the owner of the animal with a violation of this division. No person shall be convicted under the provision, except upon the evidence of two or more persons, each of a different household or upon the evidence of an

enforcement official from the city. If the owner of the animal cannot be located, the enforcement official shall have the right to remove the animal at his or her discretion.

§ 93.17 (formerly 93.35) REMOVAL OF NUISANCE WHEN OWNER NOT FOUND.

A peace officer or Animal Control Authority who witnesses a continual nuisance of a barking dog or excessively noisy cat, and the owner cannot be located within a reasonable time, may remove and temporarily shelter and care for the dog or cat in order to abate the nuisance. The peace officer or Animal Control Authority may remove only cats and dogs that are kept outside the owner's residence and, in doing so, the peace officer or Animal Control Authority may enter upon the owner's property for the purpose of seizing the animal. In all cases, the owner, if known, shall immediately be notified and the person having possession of the animal shall have a lien thereon for its actual cost of care in keeping and expenses of notice.
(Prior Code, § 10.11) (Ord. 111, 2nd Series, eff. 12-15-1998)

§ 93.18 (formerly 93.38) DISEASED DOGS AND CATS.

It is unlawful for any person having custody or control of any diseased dog or cat to keep or allow the dog or cat to suffer unless the dog or cat is under the care of a veterinarian.
(Prior Code, § 10.11) Penalty, see § 93.99

§ 93.19 (formerly 93.39) QUARANTINE OF DOGS OR CATS.

Whenever any dog or cat has bitten any person, the owner shall immediately quarantine it at home or at some other suitable place within the city, as directed by the City Health Officer, or other designated officer, for a period of ten days and report the bite to the Animal Control Authority. During the quarantine period, the animal shall be securely confined within the building so as to prevent it from contact with other persons or animals. Failure to comply with the quarantine requirements herein shall subject the animal to impoundment under the authority of the Animal Control Authority or city police at the owner's expense. At the end of the ten-day quarantine period, the animal may be released if a licensed veterinarian determines that it is not rabid. If the animal is determined to be rabid, it shall be destroyed humanely after completion of necessary medical procedures.
(Prior Code, § 10.11)

UNLAWFUL ACTS RELATING TO ANIMALS

§ 93.25 UNLAWFUL ACTS RELATING TO ANIMALS.

(A) It is unlawful for any person to keep any animal, not in transit, in any part of the city not zoned for agricultural purposes, except for domestic pets (dogs, cats, parakeets, aquarium fish, and the like).

(B) It is unlawful for any person to keep domestic fowl, such as ducks, geese, turkeys, chickens, guinea hens, etc. or wild fowl, such as doves, pigeons, pheasants, peacocks, etc. in any part of the city not zoned for agricultural purposes; and in the A-O Zoning District, only in limited quantities and not as a commercial hatchery, feeding, finishing or egg operation.

(C) It is unlawful for any person to sell baby chicks, or sell, offer for sale, barter, give away or be in possession of any artificially colored animals or fowl.

(D) It is unlawful for any person to keep mammals, such as cattle, buffalo, elk, pigs, pot-bellied pigs, sheep, goats, llama, alpaca, etc. in any part of the city not zoned for agricultural purposes; and in the A-O Zoning District, only in limited numbers and not as a commercial calving or farrowing, feeding or finishing operation.

(E) It is unlawful for any person to keep horses, ponies, mules, or donkeys in any part of the city not zoned for agricultural purposes.

(F) It is unlawful for any person to keep predators or any animals classified as exotic, wild or dangerous, such as skunks, foxes, coyotes, raccoons, minks, weasels, ostriches, emus, snakes, reptiles, lizards, lions, tigers, cougars, leopards, cheetahs, bears, lemurs, monkeys, chimpanzees, gorillas, etc., except after proper licensing with the United States Department of Agriculture and/or registration with the City (depending upon the specific animal), and then only in accordance with all applicable city, state and federal regulations. (See Sections 93.30 through 93.33; Minnesota Statutes Section 346.155 "Possessing Regulated Animals", as amended from time to time; and applicable federal regulations.)

(G) It is unlawful for any person to keep or allow to be kept any hive or other facility for the housing of honey bees.

(H) It is unlawful for any person to harbor or keep any stray animal. Animals known to be strays shall be immediately reported to the Police Department.

(I) It is unlawful for any person to suffer or permit animals to run at large in the streets or public places, or to be herded or driven thereon, unless each animal is confined within a vehicle or restrained by means of bridles, halters, ropes or other means of individual restraint. It is also unlawful for any person to permit any animal under his or her care, custody or control to be left standing unattended in any street or public place, whether leashed or unleashed.

(J) It is unlawful for any person to herd, ride or drive any animal over and upon any grass, turf, boulevard, city park, cemetery, garden or lot without specific permission therefor from the owner.

(K) It is unlawful for any person to attach any animal under his or her care, custody or control to any tree, shrub or other planting, or to any post or pole in any street or public place.

(L) It is unlawful for the owner, caretaker or attendant of any animal to allow it to defecate on public or private property other than his or her own, or to permit any accumulation thereof on his or her own property. If the animal does defecate on public or private property other than his or her own, it shall not be a violation of this provision if the owner, caretaker or attendant shall immediately and thoroughly clean the fecal material from the property, and properly dispose thereof.

(M) It is unlawful for any person to keep any animals in any structure infested by rodents, vermin, flies or insects.

(N) It is unlawful for any person to abuse, neglect, or treat any animal in a cruel or inhumane manner.

(O) It is unlawful for any person, not acting under instructions from the owner or the city, to willfully or maliciously administer or cause to be administered poison of any sort

whatsoever to any animal, with the intent to injure or destroy the animal, or to willfully or maliciously place any poison or poisoned food where the same is accessible to any animal.

(P) It is unlawful for any person to abandon an animal owned by him or her.

(Q) It is unlawful for any person to give any false information or statement concerning the owner, keeper or attendant of any animal, or concerning any animal brought into the animal shelter or impounded therein.

REMOVAL OF ANIMALS

§ 93.26 (formerly 93.07) REMOVING ANIMALS SUBJECT TO CRUEL, INHUMANE TREATMENT; DUTY OF OFFICERS.

(A) Any peace officer or Animal Control Authority may remove, shelter and care for any animal which has been found to be treated in a cruel and inhumane manner or which is not properly sheltered from cold, heat or inclement weather or any animal not properly fed or watered or provided with suitable food and drink in circumstances that threaten the life of the animal.

(B) When necessary, a peace officer or Animal Control Authority may deliver the animal to another person to be sheltered and cared for and furnished with suitable food and drink.

(C) In all cases, the owner, if known, shall be immediately notified as provided in M.S. § 343.235(3), as amended from time to time, which is incorporated by reference, and the person having possession of the animal shall have a lien thereon for its actual cost of care in keeping and the expenses of notice.

(Prior Code, § 10.12) (Ord. 111, 2nd Series, eff. 12-15-1998)

WILD AND EXOTIC ANIMALS

§ 93.30 LICENSE AND REGISTRATION REQUIRED FOR WILD AND EXOTIC ANIMALS

(A) It is unlawful for any person to keep or maintain any wild or exotic animal without a license therefor from the United States Department of Agriculture (USDA), compliance with the USDA regulations and standards, registration with the local Animal Control Authority, and other requirements as set forth in M.S. § 346.155, as amended from time to time, which is incorporated by reference.

(B) Any wild or exotic animals not covered by M.S. § 346.155, as amended from time to time, shall be subject to special permitting by the City. A permit may be issued for the keeping of no more than two wild or exotic animals at any single location. No permit for such animal(s) shall be issued for a period exceeding one year and the permit shall specify the conditions under which the animal shall be kept. These animals shall also be subject to all regulations, standards, and procedures provided for by the United States Department of Agriculture and also as set forth in M.S. § 346.155, as amended from time to time.

(C) The Chief of Police shall issue a special permit for the purpose of keeping or maintaining a wild or exotic animal, pursuant to Section 93.30(B), if it is found that:

(1) The animal is, at all times, kept or maintained in a safe manner and confined securely so that the keeping of the animal will not constitute the danger to human life or property of others;

(2) Adequate safeguards are made to prevent unauthorized access to the animals by members of the public;

(3) The health or well-being of the animal is not, in any way, endangered by the manner of keeping or confinement;

(4) The keeping of the animal does not constitute a nuisance and will not harm the surrounding neighborhood or disturb the peace and quiet of the surrounding neighborhood;

(5) The keeping of the animal will not create or cause offensive odors or constitute a danger to public health;

(6) The quarters in which the animal is kept or confined are adequately lighted, ventilated and are so constructed that they may be kept in a clean and sanitary condition;

(7) A sign is prominently displayed on the structure where the animal is housed indicating that a wild or exotic animal is on the premises; and

(8) The applicant for the special permit proves his or her ability to respond to damages to and including the amount of at least \$300,000 for bodily injury to or death of any person or persons or for the damage to property owned by any other persons which may result from the ownership, keeping or maintenance of the animal. Proof of liability to respond to damages may be given by filing with the Chief of Police of a certificate of insurance stating that the applicant is, at the time of his or her application, and will be during the period of the special permit, insured against liability to respond to the damages, or by posting with the City a surety bond, approved by the City Attorney, in the amount of at least \$300,000 conditioned upon the payment of the damages during the period of the special permit. The certificate of insurance or bond shall provide that no cancellation of the insurance or bond will be made unless ten days' written notice is first given to the City's Police Department.

(D) A person may not move a wild or exotic animal from its location unless the person notifies the City's Police Department in writing prior to moving the animal. The notification must include the date and the location where the animal is to be moved, unless the animal is being transported to a licensed veterinarian.

(E) A person who possesses a wild or exotic animal must notify the City's Police Department in writing within ten days of a change in address or location where the wild or exotic animal is kept. The notification of change in address or location shall be made on the form prepared by the Minnesota Animal Control Association and approved by the Board of Animal Health.

(F) A person who possesses a wild or exotic animal must notify local law enforcement officials as soon as possible of any escape of the animal. The person who possesses the wild or exotic animal is liable for any costs incurred by any person, city, county, or state agency resulting from the escape of the wild or exotic animal unless the escape is due to a criminal act by another person or a natural event.

§ 93.31 INVESTIGATION PERIOD.

The Chief of Police, in investigating any applicant for a permit for a wild or exotic animal (pursuant to Section 93.30(C) or any enforcement of this subchapter, is authorized to consult with and seek the advice of the United States Department of Agriculture, Department of Natural Resources, Minnesota Animal Control Association, Board of Animal Health, Society for the Prevention of Cruelty to Animals, the Humane Society, any

representative of the Animal Control Center of the county, if there be one, or any other individual, agency, organization or society which may be able to provide information and advice concerning the keeping of wild or exotic animals.

§ 93.32 SITE INSPECTION FEES AND PERMIT FEE FOR WILD OR EXOTIC ANIMALS.

A fee of up to \$50 may be charged for an initial site inspection by the Animal Control Authority. Upon compliance with all provisions of Sections 93.30(B) and (C) and 93.31, a permit shall be issued for an annual fee as established, and may from time to time be amended, by resolution of the Council; provided that, the permit shall not be issued for the keeping of more than two wild or exotic animals [Section 93.30(B)] at any single location. Additional site inspection fees may be charged as set forth in M.S. § 346.155, as amended from time to time.

§ 93.33 EXCEPTION.

The provisions of this chapter shall not apply to the keeping of wild or exotic animals in the following cases:

(A) The keeping of an animal for exhibition to the public by a traveling circus, carnival or other exhibit or show holding a permit issued by the Commissioner of Natural Resources pursuant to M.S. § 97A.041 and Minnesota Rule 6244 (“Captive Wildlife”), as amended from time to time.

(B) The keeping of animals in a licensed veterinary hospital for treatment; and/or

(C) Dangerous or poisonous reptiles may be maintained by a bona fide educational or medical institution for the purpose of instruction or study; provided, the reptiles are securely confined and are properly cared for pursuant to standards and regulations of the United States Department of Agriculture and standards and regulations set forth in M.S. § 346.155, as amended from time to time, and in a manner satisfactory to the Chief of Police.

DANGEROUS ANIMALS

§ 93.35 DANGEROUS ANIMALS.

(A) *Definitions.* For the purpose of Chapter 93, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ANIMAL CONTROL AUTHORITY. An agency of the county or city which is responsible for animal control operations in its jurisdiction.

DANGEROUS ANIMAL. An animal which has:

(1) Caused bodily injury or disfigurement to any person on public or private property;

(2) Engaged in any attack on any person under circumstances which would indicate danger to personal safety;

(3) Exhibited unusually aggressive behavior, such as an attack on another animal;

(4) Bitten one or more persons on two or more occasions; or

(5) Been found to be potentially dangerous and/or the owner has personal knowledge of the same, the animal aggressively bites, attacks or endangers the safety of humans or domestic animals.

OWNER. Any person who owns, harbors, feeds, boards, keeps or otherwise possesses an animal, and who is the head of the household of the residence, or the owner or manager in charge of the establishment or premises at which an animal remains, or to which it returns.

(Prior Code, § 10.12)

POTENTIALLY DANGEROUS ANIMAL. An animal which has:

(1) When unprovoked, bitten a human or a domestic animal on public or private property;

(2) When unprovoked, chased or approached a person upon the streets, sidewalks or any public property in an apparent attitude of attack; or

(3) Has engaged in unprovoked attacks causing injury or otherwise threatening the safety of humans or domestic animals.

PROPER ENCLOSURE. Securely confined indoors or in a securely locked pen or structure suitable to prevent the animal from escaping and to provide protection for the animal from the elements. A **PROPER ENCLOSURE** does not include a porch, patio or any part of a house, garage or other structure that would allow the animal to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only barriers which prevent the animal from exiting. The **ENCLOSURE** shall not allow the egress of the animal in any manner without human assistance. A pen or kennel shall meet the following minimum specifications:

(1) Have a minimum overall floor size of 32 square feet;

(2) Sidewalls shall have a minimum height of five feet and be constructed of 11-gauge or heavier wire. Openings in the wire shall not exceed two inches, and support posts shall be 11-inch or larger steel pipe buried in the ground 18 inches or more. When a concrete floor is not provided, the sidewalls shall be buried a minimum of 18 inches in the ground;

(3) A cover over the entire pen or kennel shall be provided. The cover shall be constructed of the same gauge wire or heavier as the sidewalls and shall also have no openings in the wire greater than two inches; and

(4) An entrance/exit gate shall be provided and be constructed of the same material as the sidewalls and shall also have no openings in the wire greater than two inches. The gate shall be equipped with a device capable of being locked and shall be locked at all times when the animal is in the pen or kennel.

UNPROVOKED. The condition in which the animal is not purposely excited, stimulated, agitated or disturbed.

(B) *Attacks by Animals.*

(1) *Attack by an Animal.* It shall be unlawful for any person's animal to inflict or attempt to inflict bodily injury to any person or other animal whether or not the owner is present. This division shall not apply to an attack by a dog under the control of an on-duty law enforcement officer or to an attack upon an uninvited intruder who has entered the owner's home with criminal intent.

(2) *Stopping an attack.* If any police officer or Animal Control Authority is witness to an attack by an animal upon a person or another animal, the officer may take whatever means the officer deems appropriate to bring the attack to an end and prevent further injury to the victim.

(C) *Dangerous Dogs - Designation.*

(1) *Designation.* The Animal Control Authority shall designate any dog as a dangerous dog upon receiving evidence that the dog meets any of the criteria of a "dangerous animal" as set forth in Section 93.35(A) of this Ordinance.

(2) *Notice.*

a. Upon a designation that a dog is dangerous, the Animal Control Authority shall provide a written Notice of Dangerous Dog to the owner of record. Service upon any owner shall be effective as to all owners. The notice shall include a description of the dog and shall state the dates, times, places and facts of the incidents which form the basis for the determination.

b. The Notice shall also set forth the registration requirements and other restrictions imposed upon a dangerous dog under this Ordinance and Minnesota Statutes Chapter 347.

c. The Notice shall also advise the owner(s) that they have fourteen (14) days to appeal the determination by requesting a hearing before the hearing officer, and shall include a pre-printed form which the owner can use to request a hearing.

d. If the owner does not request a hearing within the allotted fourteen (14) days, the designation of dangerous dog, as issued in the written Notice of Dangerous Dog, will stand and the owner will be subject to all restrictions and requirements set forth in the Notice.

(3) *Hearing.* If an owner, within fourteen (14) days of the date of the notice, requests a hearing for determination as to the dangerous nature of the dog, the hearing shall be held before a hearing officer not more than fourteen (14) days after the Animal Control Authority is notified of the owner's request for a hearing. Any dog owner who requests such a hearing is liable to the City for all costs and expenses related to the hearing. The records of the Animal Control Authority, any police reports relating to an attack or bite, medical records, and all reliable hearsay shall be admissible for consideration by the hearing officer without further foundation.

a. Pending the hearing, the dog may be seized and kept at animal control unless the owner shows proof that the dog is properly licensed, if required; has met the requirement for rabies vaccinations; keeps the dog only in a proper enclosure unless restrained on a leash with a muzzle; and otherwise demonstrates to the Animal Control Authority that the dog, under its present circumstances, does not present an unreasonable risk of harm to persons or other domestic animals.

b. *Burden of Proof.* The standard of proof shall be clear and convincing evidence if the Authority seeks to destroy the dog; in all other cases it shall be by a preponderance of the evidence.

c. After considering all evidence pertaining to the dog, the hearing officer shall make such orders as he/she deems proper, including ordering the Animal Control Authority to take the dog into custody, if the dog is not currently in custody.

d. Any person who fails or refuses to release a dog to the Animal Control Authority or Law Enforcement agent upon demand, or after it has been found by a hearing officer to be dangerous and ordered into custody, shall be guilty of a misdemeanor.

e. *Authority to Order Destruction.* The hearing officer, upon a finding that a dog is dangerous hereunder, is authorized to order, as part of the disposition of the case, that the dog be destroyed based on a written order containing findings of fact:

(i) The dog is dangerous, as demonstrated by a vicious attack, an unprovoked attack, an attack without warning, or multiple attacks; and

(ii) The owner of the dog has demonstrated an inability or unwillingness to sufficiently control the dog in order to prevent injury to persons or other animals.

The owner or person claiming an interest in the dog is liable for all actual costs of seizure, care, and disposal of the dog.

f. *Release Upon Conditions.* The hearing officer, upon a finding that a dog is dangerous hereunder and a further finding that the owner has the ability and willingness to ensure that the appropriate safeguards are implemented to ensure the safety of persons and other domestic animals, is authorized to order release of the dog to the owner after the following requirements have been met:

(i) Upon inspection by the Animal Control Authority, all requirements for registration of a dangerous dog as set forth in this ordinance have been met.

(ii) All actual costs of seizure and care of the dog have been paid in full or a mutually satisfactory arrangement for payment has been made between the City and the owner or person claiming an interest in the dog before the dog is returned to the person.

(4) *Review of Designation.* Beginning one year after a dog is declared a dangerous dog, an owner may request annually that the Animal Control Authority review the designation. The owner must provide evidence that the dog's behavior has changed due to the dog's age, sterilization, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the Animal Control Authority finds sufficient evidence that the dog's behavior has changed, the Authority may rescind the dangerous dog designation.

(D) *Dangerous Dogs – Registration.*

(1) *Registration.* No person may own or possess a dangerous dog unless the dog is registered as provided in this Ordinance. All dogs deemed dangerous by the Animal Control Authority shall be registered as a dangerous dog with the Animal Control Authority within fourteen (14) days after the date the dog was so deemed.

(2) *Registration Requirements.* The Animal Control Authority shall issue a Certificate of Registration to the owner of a dangerous dog only if the owner presents sufficient evidence that all of the following are met:

a. The owner provides and maintains a proper enclosure for the dangerous dog as defined in Section 93.35(A) of this Ordinance; and

b. The owner posts clearly visible warning signs, understandable to children, that there is a dangerous dog on the property. These warning signs must be posted on the front and the rear of all buildings on the property and upon the proper enclosure for the dog; and

c. If the dangerous dog is outside the proper enclosure, the dog must be muzzled and restrained by a substantial chain or leash (not to exceed six feet in length) and under the physical restraint of a person 16 years of age or older. The muzzle must be of a design as to prevent the dog from biting any person or animal, but will not cause injury to the dog or interfere with its vision or respiration; and

d. An identification microchip was implanted in the dog as required under Minnesota Statutes Section 347.515; and

e. The dog must have an easily identifiable, standardized tag identifying the dog as dangerous affixed to its collar at all times; and

f. The owner provides, and annually shows proof of, public liability insurance prepaid in full in the minimum amount of \$300,000.00; and

g. The dog must have a lifetime license, if required, and must be up to date on all vaccinations including rabies; and

h. The owner has paid an annual fee of not more than \$500, in addition to any regular dog licensing fees, to obtain a certificate of registration for a dangerous dog under this Ordinance; and

i. An owner of a dangerous dog must renew the registration of the dog annually until the dog is deceased.

(3) *Release.* If a dangerous dog was impounded by the Animal Control Authority, or upon order of a hearing officer, the dog shall not be released until the owner demonstrates to the Animal Control Authority that all applicable requirements of this

Ordinance, including all registration requirements, have been complied with. The owner must pay the City for all costs incurred in the seizure and care of the dog prior to its return.

(4) *Death or Relocation of Dangerous Dog.* An owner of a dangerous dog shall notify the Animal Control Authority, in writing, of the death of the dog, or if the dog relocates or transfers out of the City to a new location, within fourteen (14) days of the death or relocation. The notification shall include the current owner's name and address, the circumstances surrounding the death and disposition, or the complete name, address, and telephone number of the person to whom the dog was transferred. A person who sells or otherwise transfers ownership or control of a dangerous dog must notify any potential purchaser or transferee, prior to the consummation of the transaction, that the dog was previously designated as dangerous.

(5) *Property Inspection.* The owner of a dangerous dog shall permit the Animal Control Authority and/or Law Enforcement to enter the property where a dangerous dog is kept or located, at all hours reasonable under the circumstances, without a warrant to inspect to ensure compliance with the provisions of this Ordinance. The failure of an owner to permit such inspection is, by itself, a ground to immediately seize the dog pursuant to Section 93.35(F) of this Ordinance and revoke the dangerous dog registration issued pursuant to Section D(2) of this Ordinance.

(E) *Potentially Dangerous Dogs – Designation.*

(1) *Designation.* The Animal Control Authority shall designate any dog as a potentially dangerous dog upon receiving evidence that the dog meets any of the criteria of a "potentially dangerous animal" as set forth in Section 93.35(A) of this Ordinance.

(2) *Notice.*

a. Upon a designation that a dog is potentially dangerous, the Animal Control Authority shall provide a written Notice of Potentially Dangerous Dog to the owner of record. Service upon any owner shall be effective as to all owners. The notice shall include a description of the dog and shall state the dates, times, places and facts of the incidents which form the basis for the determination.

(F) *Confiscation.*

(1) *Seizure.* The Animal Control Authority shall immediately seize any dangerous dog if:

a. After fourteen (14) days after the owner has notice that the dog is dangerous, the dog is not validly registered under this Ordinance or applicable state law; or

b. After fourteen (14) days after the owner has notice that the dog is dangerous, the owner has not secured and provided proof of the proper liability insurance or surety coverage as required under this Ordinance; or

c. The dog is not maintained in a proper enclosure as defined in Section 93.35(A) of this Ordinance; or

d. The dog is outside the property enclosure and is not properly leashed and muzzled and under the proper physical restraint of a responsible person as required under this Ordinance or any applicable state law; or

e. The owner is served with written notice, by certified mail to the owner's last known address, that the owner is in violation of any requirements of this Ordinance or any applicable state statute, or is in violation of any directive issued by the Animal Control Authority or order from a hearing officer; and, within fourteen (14) days of service of such written notice, has refused or failed to achieve satisfactory compliance; or

f. The Animal Control Authority has reason to believe the dog is dangerous or potentially dangerous dog and is kept or maintained under conditions or circumstances creating an unacceptable risk for harm to persons or other domesticated animals; or

g. For any other reason authorized by law.

(2) *Reclaiming Dogs.* A dog seized under this Ordinance may be released to the owner of the dog upon payment of fees for seizure and care of the dog, and presentation of proof to the Animal Control Authority that all requirements of this Ordinance and state law have been met or are in the process of being met. If requirements are not met, the dog may be seized. A dog not reclaimed under this subdivision within fourteen (14) days may be disposed of and the owner is liable to the Animal Control Authority for costs incurred in seizure, care and disposal of the dog.

(3) *Subsequent Offenses.* If a person has been convicted of a misdemeanor for violating a provision of this Ordinance, and the person is charged with a subsequent violation relating to the same dog, the dog shall be seized by the Animal Control Authority. If the owner is convicted of the crime for which the dog was seized, the hearing officer may order that the dog be destroyed in a proper and humane manner and the owner pay the costs of seizure, care and disposal of the dog. If the person is not convicted of the crime for which the dog was seized, the owner may reclaim the dog upon payment to the Animal Control Authority of a fee for the seizure and care of the dog. If the dog is not reclaimed by the owner within fourteen (14) days after the owner has been notified that the dog may be reclaimed, the dog may be disposed of by the Authority. The owner is liable to the Animal Control Authority for the costs incurred in seizure, care and disposal of the dog.

§ 93.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.

(B) Any person who shall violate any provisions of §§ 93.02 through 93.05, §§ 93.08 through 93.15, or §§ 93.17 through 93.19 shall be liable for civil fines as established by resolution of the City Council from time to time, together with any handling fee and cost of any license for the dog or cat not licensed.

(C) Any person who shall violate any of the provisions of § 93.06 or § 93.25 shall be subject to the provisions of the abatement procedure for nuisances set forth in § 90.07.

(D) Any person who shall violate any of the provisions of §§ 93.30 through 93.33 is guilty of a misdemeanor.

(E) Any person who shall violate any of the provisions of § 93.35 shall be subject to the penalties set forth in said Section and also shall be subject to the penalties set forth in M.S. § 347.55, as it may be amended from time to time.

* * * * *

**THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, FURTHER
ORDAINS:**

**This ordinance, or an approved Title and Summary of this ordinance, shall be published
in the COTTONWOOD COUNTY CITIZEN and this ordinance shall be effective
immediately upon publication.**

ADOPTED AND PASSED by the City Council of the City of Windom, Minnesota,
this 6th day of October, 2015.

Corey Maricle, Mayor

ATTEST:

Steven Nasby, City Administrator/Clerk-Treasurer

1st Reading: September 15, 2015
2nd Reading: October 6, 2015
Adoption: October 6, 2015
Published: October 14, 2015

ORDINANCE NO. 153, 2ND SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA,
AMENDING CITY CODE SECTION 33.12

THE CITY COUNCIL OF THE CITY OF WINDOM ORDAINS:

WHEREAS, the City Council adopted Ordinance No. 143, 2ND Series on August 20, 2013, (effective date August 28, 2013) which Ordinance added “Section 33.12 Nuisance Board” to the City Code for the City of Windom; and

WHEREAS, the City Council has adopted administrative fees for the Nuisance Board by resolution; and

WHEREAS, it is necessary to add two subsections to Section 33.12 to clarify timing of payment of administrative fees and assessments for non-payment of those fees; and

WHEREAS, it is in the best interests of the citizens of Windom that Section 33.12 be amended as set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, ORDAINS:

THE CITY CODE OF THE CITY OF WINDOM IS HEREBY AMENDED BY ADDING THE FOLLOWING SUBSECTIONS TO SECTION 33.12 “NUISANCE BOARD”:

§ 33.12 NUISANCE BOARD

(E) *Administrative Fees:* Any real estate owner who requests a hearing before the Nuisance Board shall be responsible for payment of administrative fees. The amount of these fees shall be established by resolution of the Council as adopted from time to time. These fees shall be payable to the Office of the City Administrator prior to the date of the scheduled Nuisance Board hearing. These administrative fees shall be in addition to any amounts billed by the City for any subsequent required abatement and associated administrative fees as set forth in § 90.07(D).

(F) *Assessment:* If the real estate owner fails to pay the administrative fees as set forth in § 33.12(E), then after notice and hearing as provided by Minnesota Statutes § 429.061, as it may be amended from time to time, the City Administrator shall, on or before December 31 next following the hearing date, certify to the County Auditor, as special assessments, the total unpaid administrative fees against each separate lot or parcel to which the charges are attributable. The special assessments levied under this section shall be payable with real estate tax installment(s) the following year.

**THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, FURTHER
ORDAINS:**

This ordinance shall be published in the COTTONWOOD COUNTY CITIZEN and this ordinance shall be effective immediately upon publication.

ADOPTED AND PASSED by the City Council of the City of Windom, Minnesota, this 6th day of October, 2015.

Corey Maricle, Mayor

ATTEST:

Steven Nasby, City Administrator/Clerk-Treasurer

1st Reading: September 15, 2015
2nd Reading: October 6, 2015
Adoption: October 6, 2015
Published: October 14, 2015

TITLE AND SUMMARY
OF
ORDINANCE NO. 151, 2ND SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA, AMENDING
CITY CODE CHAPTER 90 ENTITLED “NUISANCES; HEALTH AND SAFETY”

THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, DOES ORDAIN: TO
AMEND CHAPTER 90 BY REMOVING THE EXISTING CHAPTER AND REPLACING IT
WITH AN UPDATED CHAPTER 90.

The following is a summary of the deletions and amendments to Chapter 90:

CHAPTER 90: “NUISANCES; HEALTH AND SAFETY”

Section 90.02 “Public Nuisances Affecting Health”:

(B) **Unlawful acts relating to animals** – Revised and incorporated into Chapter 93
“Animals”.

(D) – Word added.

(H)(5) - Search warrant deleted and assessment language added.

(I)(b), (c), and (d) – New language incorporated regarding tree diseases.

(I)(2) – Word corrected.

Section 90.04 “Public Nuisances Affecting Peace and Safety”:

(J) – Items added.

Section 90.20 “Excessive Noise” – “General Prohibition”:

(B) – Correction made in the wording.

Section 90.55 “Inoperable, Unlicensed, Junk Vehicles”

(B) (1) – Wording deleted that was inadvertently included.

**Sections 90.59 “Assault”, 90.60 “Window Peeping” and 90.61 “Ambulance Service
Interference”:**

Sections removed as these are criminal offenses and charged under Minnesota Statutes, etc.

Section 90.99 “Penalty”:

(C) – Deleted sections were removed.

All other provisions of Chapter 90, as codified in Ordinance No. 138, 2nd Series adopted on
October 16, 2012, shall remain in full force and effect.

NOTICE: A COPY OF THE ENTIRE TEXT OF ORDINANCE NO. 151, 2ND SERIES AND A
COPY OF THE ENTIRE CHAPTER 90 “NUISANCES; HEALTH AND SAFETY” (as
incorporated into Ordinance No. 151, 2nd Series) ARE AVAILABLE ON THE CITY’S
WEBSITE AT www.windom-mn.com OR PRINTED COPIES ARE AVAILABLE FOR
INSPECTION BY ANY PERSON AT:

Building & Zoning Office
Windom City Hall

444 9th Street
Windom, MN 56101

During regular office hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.)

AND AT: Windom Public Library
904 4th Avenue
Windom, MN 56101

During regular library hours: Monday – 9:00 a.m. to 7:00 p.m.
Tuesday through Friday – 9:00 a.m. to 5:30 p.m.
Saturday – 9:00 a.m. to 1:00 p.m.

ORDINANCE NO. 151, 2ND SERIES:

1st Reading: Windom City Council Meeting – September 15, 2015
2nd Reading: Windom City Council Meeting – October 6, 2015
Adoption: October 6, 2015
Publication: October 14, 2015
Effective Date: October 14, 2015

This “Title and Summary” approved for publication by the Windom City Council on October 6, 2015.

CITY OF WINDOM
By Corey Maricle, Mayor

Attest: Steven Nasby, City Administrator

TITLE AND SUMMARY
OF
ORDINANCE NO. 152, 2ND SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA, AMENDING
CITY CODE CHAPTER 93 ENTITLED "ANIMALS"

THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, DOES ORDAIN: TO AMEND CHAPTER 93 BY REMOVING THE EXISTING CHAPTER AND REPLACING IT WITH AN UPDATED CHAPTER 93.

The following is a summary of the additions, deletions and amendments to Chapter 93:

CHAPTER 93: "ANIMALS"

The order of existing sections was changed to place the most commonly-used sections at the beginning of the Chapter (such as licensing, impoundment, etc.).

Section 93.01 "Definitions":

Some definitions have been expanded.

New Section 93.16 "Habitual Barking and Noise":

This section was transferred to Chapter 93 from Chapter 90.

Section 93.25 "Unlawful Acts Relating to Animals":

This section incorporates provisions from both Chapters 90 and 93. Subsections (A), (B), (D), (E), (F) and (N) have been modified.

Sections 93.30 through 93.33 "Wild and Exotic Animals":

These sections were updated to include certain requirements from the Minnesota Statutes while maintaining the basic format from Chapter 93.

Section 93.35 "Dangerous Animals":

Some language has been transferred from Chapter 90 and updated. The wording "Animal Control Officer" was changed to "Animal Control Authority".

Section 93.99 "Penalty":

This section has been updated.

All other provisions of Chapter 93, as codified in Ordinance No. 138, 2nd Series adopted on October 16, 2012, shall remain in full force and effect.

NOTICE: A COPY OF THE ENTIRE TEXT OF ORDINANCE NO. 152, 2ND SERIES AND A COPY OF THE ENTIRE CHAPTER 93 "ANIMALS" (as incorporated into Ordinance No. 152, 2nd Series) ARE AVAILABLE ON THE CITY'S WEBSITE AT www.windom-mn.com OR PRINTED COPIES ARE AVAILABLE FOR INSPECTION BY ANY PERSON AT:

Building & Zoning Office
Windom City Hall
444 9th Street
Windom, MN 56101

During regular office hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.)

AND AT: Windom Public Library
904 4th Avenue
Windom, MN 56101

During regular library hours: Monday – 9:00 a.m. to 7:00 p.m.
Tuesday through Friday – 9:00 a.m. to 5:30 p.m.
Saturday – 9:00 a.m. to 1:00 p.m.

ORDINANCE NO. 152, 2ND SERIES:

1st Reading: Windom City Council Meeting – September 15, 2015
2nd Reading: Windom City Council Meeting – October 6, 2015
Adoption: October 6, 2015
Publication: October 14, 2015
Effective Date: October 14, 2015

This “Title and Summary” approved for publication by the Windom City Council on October 6, 2015.

CITY OF WINDOM
By Corey Maricle, Mayor

Attest: Steven Nasby, City Administrator

RESOLUTION #2015-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Abstained:

Absent:

CITY OF WINDOM

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS
WITH THE CITY OF WINDOM ON BEHALF OF ITS CITY ATTORNEY AND POLICE
DEPARTMENT**

WHEREAS, the City of Windom on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Windom on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the Windom Chief of Police-, Scott Peterson, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the Windom City Attorney-, Ronald Schramel, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Corey Maricle the Mayor for the City of Windom, and Steve Nasby, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted this this 6th day of October, 2015.

Corey J. Maricle, Mayor

ATTEST:

Steven Nasby, City Administrator

Steve Nasby

From: Kristi Meyeraan <kmeyeraan@windomnet.com>
Sent: Friday, September 11, 2015 1:58 PM
To: snasby@windom-mn.com
Subject: eCharging
Attachments: 4871_001.pdf

Hello Steve,

The City of Windom Attorney's Office is planning to implement eCharging for all future criminal prosecutions. Filing criminal complaints through the eCharging system will become mandatory statewide on July 1, 2016.

As part of this service, the City of Windom must approve the BCA Master Joint Powers Agreement along with a Court Data Services Subscriber Amendment to the JPA. Pursuant to Minn. Stat. § 471.59 subd. 1, the JPA must be approved by the Windom City Council. Attached please find the Resolution, JPA and Amendment.

Should you have any questions, please do not hesitate to contact me.

Thanks,

Kristi L. Meyeraan

Assistant Windom City Attorney

Schramel Law Office

906 Fourth Avenue

PO Box 505

Windom, MN 56101

Telephone: (507) 831-1301

Facsimile: (507) 831-4200

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Windom on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Steve Nasby, City Administrator, 444 9th Street, PO Box 38, Windom, MN 56101-0038, (507) 831-6129, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10.Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division**

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and City of Windom on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 98365, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of

Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to

any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be

governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices

Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA

shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. STATE ENCUMBRANCE VERIFICATION

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

Name: _____
(PRINTED)

Signed: _____

Date: _____

SWIFT Contract No. _____

2. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: _____

Date: _____

5. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



Master Support Agreement

Date: 9/25/15

Support Agreement No.: 30001715

AGC Networks Inc.
222 West Las Colinas Blvd.
Suite 200 North
Irving, TX 75039
Phone: 888-960-3792

Customer: City of Windom
Address 443 10th St.
Address _____
Address Windom, MN 56101
Phone 507-832-8000 Jeff Dahna
E-mail: jdahna@windomnet.com

This Master Support Agreement ("Agreement") is made and entered into the date indicated above by and between AGC Networks Inc. ("AGC") and Customer and each acknowledge and agree to the following terms and conditions (including the applicable Exhibits) ("Terms"):

Exhibit A	AGC Guardian Support Contract

1. Support Services

- a. Support coverage will be on products (equipment and software) at locations of the Customer in accordance with the option(s) described on the designated Exhibit A, General Support Guidelines and any Schedules that may be attached from time to time, as applicable ("Support Service").
- b. AGC may, at its discretion, electronically monitor Customer's products or systems covered by the Support Service for the purpose of (1) providing accurate remote diagnostics and correcting actions and (2) determining the applicable renewal charges on the anniversary date of the Exhibit A, as applicable. Customer agrees to cooperate with AGC in such data collection, including making remote access available to AGC.
- c. Any additions made by Customer to products installed at Customer's location, or any additions electronically identified pursuant to Section 1.b above shall be automatically added to Support Service coverage upon warranty expiration of the additional products, and said additions shall be additionally charged. Products purchased from a party other than AGC ("Third Party Products") are subject to certification by AGC. Support Service coverage will be effective immediately after AGC certifies the Third Party Products.
- d. In the event a third party manufacturer may declare "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("End of Support") for certain supported products, AGC will continue to provide the support, except for the End of Support exceptions listed therein ("Extended Support"). If the Exhibit A does not include Extended Support information, AGC will make available the description of Extended Support (if available) for the products concerned at the same time as its End of Support notification. For products not subject to Extended Support, if Services are discontinued for a supported product, the supported product will be removed from the Exhibit A and the price will be adjusted accordingly.

- e. Unless otherwise set forth in the Exhibit A, AGC does not guarantee compliance with Gramm-Leach-Bliley Act, Health Insurance Portability and Accounting Act, Sarbanes-Oxley Act, Payment Card Industry Data Security Standards or any other state, federal, or industry data security requirements. Customer acknowledges and agrees to execute any third party supplier agreement required in connection with the Exhibit A. Customer acknowledges and agrees that all intellectual property rights, including all copyrights, patents, trademarks, service marks and trade secrets, in and to the Support Service provided by AGC are the sole property of AGC or its licensors.

2. Exclusions

- a. Support Service does not include: remediation to damage caused by misuse or abuse; damage due to failure to provide a suitable operating environment; remediation to damage resulting from accident or disaster (including but not limited to fire, flood, storm, water, wind, lightning, earthquake, or explosion), acts of God, transportation, or neglect; remediation to damage caused by electrical or mechanical work external to the products resulting in damage; routine supplies, accessories, or parts outside the scope of the original equipment manufacturers standard maintenance agreement; engineering changes, installation, de-installation, or the addition or removal of accessories, attachments, or other devices; remediation due to damage resulting from nonstandard alternations to the products or by connection to other product(s); support of product(s) not included in the Exhibit A or other Schedules incorporated herein from time to time; support of user defined applications, data recovery or force majeure conditions.
- b. Products used either on or to support Telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) facilities are affected by network performance, reliability, and security. Even when the products perform as warranted, Customer may still experience certain compromises in performance. CUSTOMER



Master Support Agreement

- ACKNOWLEDGES THAT CUSTOMER IS AWARE OF THESE RISKS AND THAT REPEATED PROBLEMS MAY NOT BE RESOLVABLE AS A FUNCTION OF PRODUCT SUPPORT. In the event that repeat problems are encountered and determined to be due to network performance, reliability, or security issues, Customer shall be solely responsible for all costs associated therewith.
- c. AGC makes no express or implied warranty against fraud, 'hacking' or other errors or interruptions of the Customer's products under the Agreement.
 3. Customer Responsibilities. Customer agrees to: (a) notify AGC when a product under the Support Service fails; (b) furnish required utilities (power, light, etc.); (c) maintain the environment consistent with manufacturer specifications; (d) use the products under the Support Service for their intended purpose; (e) refrain from attempting to repair self-repair; (f) perform routine cleaning in a manner consistent with manufacturer specifications; (g) not relocate the products under Support Service from the site specified in the Exhibit A or any subsequent Schedules attached hereto; (h) allow AGC access to the products necessary to perform Support Service; (i) maintain back-up files and discs for all relevant software comprising or related to the products under Support Service, (j) promptly notify AGC in the event a product under Support Service is removed from service; (k) promptly notify AGC of upgrades or additions to products under Support Service; (l) maintain original media or suitable copies thereof; and (m) provide AGC with all diagnostic programs and documentation available to Customer from manufacturer or the supplier. Customer also agrees to install all changes made available by the manufacturer which are required for continued support. Customer is responsible for maintaining a procedure external to the products for reconstruction of lost or altered files, data or programs.
 4. Representations of Customer. Customer warrants and represents that Customer has the corporate or other necessary power and authority to make and/or perform the Agreement; that the making and performance of the Agreement by Customer has been duly authorized by all necessary corporate or other action and will not violate any provision of law of Customer's governing documents; and that the Agreement is a valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.
 5. Employees. Customer agrees not to solicit for employment or hire, directly or indirectly, any employee of AGC, without express written permission from the President of AGC, from the date of the Agreement and for one (1) year after the expiration of all agreements to which Customer and AGC are parties. Should Customer solicit for employment or hire an employee of AGC during this period, Customer agrees to pay, as liquidated damages and not as a penalty, AGC the sum of Seventy-Five Thousand Dollars (US\$75,000) for each employee hire.
 6. Subcontracting. AGC may elect to subcontract all or part of the Support Service to be performed under the Agreement, but will retain responsibility for the work to the extent of the warranties in the Agreement and Exhibit A.
 7. Price and Payment
 - a. AGC will invoice Customer in advance of the Support Service and invoice is due and payable in full within 30 days from date of invoice. AGC may adjust the price of Support Service immediately upon notice of additions to products installed at Customer's location under this Agreement. Any invoices not paid within thirty (30) days after the date on the invoice are subject to a late payment fee of one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law, whichever is lower, on the unpaid balance as well as any related collection fees. Restrictive endorsements or other statements will not apply.
 - b. AGC may charge the Customer for any credit card processing fees.
 - c. AGC reserves the right to suspend performance in the event Customer fails to honor its obligations herein including, but not limited to, payment of invoice within 15 days of due date.
 - d. All taxes levied or based on price shall be added to the invoice for the Support Service and paid by the Customer.
 8. Termination for Default. In the event either party materially breaches any provision of the Agreement, such party shall be deemed in default if such party does not cure any such material breach within fifteen (15) days for payment defaults or thirty (30) days non-payment defaults after receiving notice from the other party. In the event a default continues past the timeframes set forth in this paragraph, the non-defaulting party shall have the option to terminate the Agreement or suspend or cancel performance under the Agreement.
 9. Force Majeure. The obligations of AGC hereunder shall be suspended to the extent and for the period of time that it is hindered or prevented from performing because of acts of God, fires, storms, water, and unreasonable delays in transportation, governmental action, war, acts of terrorism, riot or civil disturbance or any other cause beyond AGC's reasonable control.
 10. Assignment. Customer may not assign all or part of the Agreement without the express written consent of AGC. This consent may not be unreasonably withheld. AGC may assign the Agreement without Customer's consent to a present or future parent, related company, subsidiary, affiliate, or successor and AGC may also assign AGC's right to receive payment under the Agreement. Customer acknowledges that AGC's consent to any assignment by Customer does not waive assignee's obligation to pay any applicable fees.
 11. Limitation of Liability. The Parties' remedies shall be as provided in the Agreement. NEITHER AGC, NOR ANY OF ITS SUBSIDIARIES, PARENT COMPANIES,



Master Support Agreement

AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, OR OTHER REPRESENTATIVES OR AGENTS, SHALL BE LIABLE FOR ANY LOSS OF PROFITS OR INCOME, REVENUE, ANTICIPATED REVENUE, DATA, USE, GOODWILL OR OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS AS A RESULT OF PERFORMANCE OR NON-PERFORMANCE UNDER THE AGREEMENT, OR ARISING OUT OF OR IN RELATION TO THE AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN. AGC'S LIABILITY TO CUSTOMER FOR DAMAGES ARISING FROM OR RELATING TO THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES, AND SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO AGC UNDER THE AGREEMENT FOR THE THREE MONTHS PRIOR TO THE OCCURRENCE OF THE EVENT(S) GIVING RISE TO AGC'S LIABILITY.

12. Indemnification. Customer agrees to indemnify, defend and hold AGC and its directors, officers, managers, employees, members and agents free and harmless from all third party claims, liabilities, losses, demands, causes of action, suits and expenses (including reasonable attorney's fees) on account of any bodily injury, death or damage or destruction to property in any way occurring incident to, arising out of, or in connection with its actions in the course of performance of the Agreement.

13. Term and Termination.

a. The initial term of this Agreement is designated on Exhibit A ("Initial Term") and shall renew thereafter, with outlined term and rate identified on renewal Exhibit A, taking effect on the renewal dates. Notice of non-renewal must be served in writing at least forty-five (45) days prior to an anniversary date. Termination of this Agreement for any reason shall not affect Customer's continuing obligation to pay all fees and costs invoiced or to be invoiced for Support Service rendered prior to termination.

b. Customer may terminate Support Service in whole or in part upon written notice to AGC at any time during the then current term, subject to payment by Customer of the remaining amount due for the then current term of the Agreement.

c. The parties' obligations under the Agreement which, by their nature, will continue beyond termination or expiration of the Agreement, including, by way of illustration only and not limitation, those in the following sections: Employees, Limitation of Liability, Indemnification, and Term and Termination.

14. Notice. All notices (including notices for termination and cancellation) hereunder shall be sufficiently given in writing and delivered personally, by email, internationally recognized overnight courier, or registered or certified mail (return receipt requested) to the address or email address of Customer listed in the AGC's records or set

forth above. Such notices or other communications shall be deemed to have been given (a) on the date delivered (if delivered personally), (b) on the date received by email, (c) on the business day after being sent by an internationally recognized overnight air courier, or (d) five days after being sent (if sent by registered or certified mail). The physical address for notices to AGC is 222 West Las Colinas Blvd., Suite 200 North, Irving, TX 75039.

15. Savings Clause. If any provision of the Agreement is found to be illegal or unenforceable, that finding will not affect the validity of the remaining provisions of the Agreement, and a valid provision that most closely approximates the economic effect and intent of the illegal or unenforceable provision will be substituted for it.

16. Choice of Law and Jurisdiction. The Agreement shall be governed by and construed in accordance with the state of Texas without giving effect to any choice or conflict of law provision or rule. Any action arising and initiated pursuant to the Agreement must proceed either in the United States District Court for the Northern District Texas or in a Texas District Court in Dallas County, Texas. Each party hereby consents to the exercise of personal jurisdiction over them by such courts.

17. Entire Agreement. The Agreement supersedes all proposals and negotiations between Seller and Customer, and no representation or statement not expressed herein shall be binding on either party. The Agreement may only be changed by an instrument in writing, signed by both parties. The receipt by AGC of any sales confirmation, purchase order or other document from Customer shall not, in the absence of a written, signed acknowledgment by AGC expressly agreeing to the same, change in any manner or add to the terms and conditions hereof.

18. Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be construed one and the same instrument.

Customer acknowledges, agrees and accepts the above terms and conditions.

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____



City of Windom

Support Agreement
13197-736350



Coverage Period:
October 30, 2015 - to - October 29, 2016

Your Support Agreement Includes: AGC Guardian Support

**City of Windom One Year Support Agreement Total:
\$2,220.60**

Covered Equipment	Qty
Voice Switch SG-90 - 1U half width, Max Capacities: 90 IP phones, 4 Analog exts, 8 LS trunks, 0 Univer	1
Voice Switch SG-T1k - 1U half width, Max Capacities: 1 T1, 0 IP phones, 0 Analog exts, 0 LS only trunk:	1
Extension & Mailbox License	30
Extension-only License (Requires ShoreTel 5.2 or higher)	1
Operator Access License	4

Support covers the following sites:

443 10th St., Windom, MN 56101

Support Guidelines

- All Hardware/Software Additions will be prorated to co-term with your existing contract
- All parts are covered for the contracted Support period outlined under Coverage Period. Support coverage is for work of a repair nature only
- Emergency replacement of parts covered under a Support contract will be repaired or replaced within standard manufacturer delivery timeframes for the country in question (depending on product availability and does not include products that have reached end of life.)
- For products not covered under support, all shipping and handling charges will be billed back to Customer
- Support means the examination, testing, repair or part replacement performed to restore the equipment to its proper operating status
- Patches and updates will be installed at AGC Networks Inc. discretion if deemed to improve system performance. Any hardware enhancements that may be required to support these upgrades or updates are not included
- Major Releases/Upgrades - while under support, the software to perform major releases/upgrades is provided to the customer at no charge; however, labor for installation and support services that will be required to implement major upgrades is subject to the type of Support contract purchased

Support Stipulations

- All product listed under "Covered Equipment" will be covered for the Term of this agreement unless AGC provides specific notification to the contrary.
- AGC Networks Inc. will only provide support for release versions that are considered still under support by the manufacturer
- Additions, deletions, and/or modifications to the System are not included. Any on-site or remote technical assistance that is not of a repair nature shall be billable at AGC Networks Inc. current labor and material rates
- Applications that have been created by parties other than AGC Networks Inc. are not supported
- Customer understands that the equipment purchased may be connected to a variety of customer-supplied pieces of equipment such as "UPS" devices and or other telephone networks. Should these external devices cause customer's ShoreTel system to fail, AGC Networks Inc. may, at its sole discretion, charge the Customer the current rates for diagnosing and repairing any and all equipment necessary to bring the solution back to working order
- The customer also understands that ONLY the ShoreTel hardware and software listed in Exhibit C will be included in this support contract and that all other devices such as; Servers, Network Switches, Circuits, etc... are NOT included in this support contract
- AGC Networks Inc. will determine the number of personnel required to respond to a request for support

Return Material Authorization (RMA) – for North America and International customers

- Contact the AGC Networks Inc. Response Center to open an RMA request or reference the existing RMA request number. If an open request is already being worked, we will need to know the model type for defective hardware being returned, color, and serial number on the defective hardware device
 - ShoreTel offers advanced replacement for ShoreGear switches. There will be return labels in the RMA shipment. Please use these to return the defective product within 30 days. Once the defective product is received we will then close the RMA. If product is not returned within 30 days, you will be billed for the equipment
 - For ShoreTel phones covered under a AGC Networks Inc. Guardian or Guardian Elite plan, the customer will receive the new phone and then use the return labels provided to return the defective phone. For ShoreTel phones not covered under an AGC Networks Inc. Guardian, or Guardian Elite plan, the customer will need to purchase a replacement at current pricing
- North America Customers:**
- Per ShoreTel's policy for RMA requests, any requests made before 5 pm US Eastern time during normal business days, the replacement equipment will ship that same day, otherwise shipment will be released the following business day. Standard delivery timeframes for orders received by 5 pm US Eastern time
 - o ShoreGear switches - Next Business Day
 - o ShoreTel IP Phone – Ground Delivery
- International Customers:**
- Per ShoreTel's policy for RMA requests, international customers RMA requests can be made at any time and all timeframes to receive the replacement equipment will be in accordance with the country availability per the Global Account Program. Any international customer may choose to purchase an additional ShoreGear Switch at a significant discount off list price if they require local survivability. Delivery times for replacement equipment will vary by country availability matrix
 - o ShoreGear switches – One/Two/Three business days
 - o ShoreTel IP Phone – Ground Delivery

Support Disclaimer

- The Customer shall not permit a third party other than AGC Networks Inc. or their authorized agent, to perform Support, attempt repairs, or change the system or equipment while such system and equipment is under a Support agreement, unless agreed to by prior written approval by AGC Networks Inc., (this excludes MAC's and system administration done through the ShoreWare Director or Voicemail server)
- Unless Customer has purchased a backup solution from AGC Networks Inc., Customer is 100% responsible to incorporate the ShoreTel servers into their overall back-up strategy, along with all restores of OS and ShoreTel server software configuration
- Management of the Microsoft patches for servers running Microsoft Server Operating Systems are the responsibility of the customer.
- AGC Networks Inc. recommends installing only software updates from Microsoft and NOT a full service pack. Full service packs should only be installed with prior approval either from AGC Networks Inc. or ShoreTel
- Antivirus software is NOT included on servers sold through AGC Networks Inc. and is the responsibility of the customer

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF AGC'S MASTER SUPPORT AGREEMENT **MSA#30002079** IN EFFECT AS OF THE DATE OF THIS ORDER, SUCH TERMS AND CONDITIONS ARE INCORPORATED INTO THIS ORDER BY REFERENCE. CUSTOMERS SIGNATURE BELOW INDICATES CUSTOMER HAS READ AND AGREES TO THE TERMS AND CONDITIONS OF THE APPLICABLE AGREEMENT.

CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ THIS PRODUCT SUPPORT GUIDELINE FOR SHORETEL AND AGREES TO IT

Printed Name

Title

Signature

Date

Price does include sales, use or excise taxes. Client agrees to pay any applicable sales, use or excise taxes.

2015 City of Windom Community Survey

Please take a few minutes to consider completing this anonymous survey. Your input is an important part of the City's effort to identify and respond to resident concerns. If you have questions, please call City Hall at 831-6129.

1. **OVERALL SATISFACTION WITH CITY SERVICES.** Using a scale of 1 to 5 where 5 means "very satisfied" and 1 means "very dissatisfied," please rate your satisfaction with each of the services listed below.

<i>CITY SERVICES</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A	Overall quality of police services	5	4	3	2	1	9
B	Overall quality of City parks & recreation programs & facilities	5	4	3	2	1	9
C	Overall maintenance of City streets, buildings, & facilities	5	4	3	2	1	9
D	Overall quality of City water and sewer	5	4	3	2	1	9
E	Overall enforcement of City codes & zoning ordinances	5	4	3	2	1	9
F	Overall quality of customer service you receive from City employees	5	4	3	2	1	9
G	Overall effectiveness of City communication with public	5	4	3	2	1	9
H	Overall quality of City's storm water runoff/storm water management system	5	4	3	2	1	9
I	Overall movement of traffic on City streets	5	4	3	2	1	9

2. Which THREE of these items do you think should receive the most emphasis from City leaders over the next TWO years? [Write in the letters below using the letters from the list in Question 1 above.]

1st

2nd

3rd

3. Several items that may influence your perception of the City of Windom are listed below. Please rate your satisfaction with each item on a scale of 1 to 5 where 5 means "excellent" and 1 means "poor."

<i>HOW WOULD YOU RATE WINDOM</i>		<i>Excellent</i>	<i>Good</i>	<i>Neutral</i>	<i>Below Average</i>	<i>Poor</i>	<i>Don't Know</i>
A	Overall value that you receive for your City tax dollars and fees	5	4	3	2	1	9
B	Overall image of the City	5	4	3	2	1	9
C	Overall quality of life in the City	5	4	3	2	1	9
D	How well the City is planning growth	5	4	3	2	1	9
E	Overall quality of City services	5	4	3	2	1	9

4. **PUBLIC SAFETY.** For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means “very satisfied” and 1 means “very dissatisfied.”

<i>PUBLIC SAFETY</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A	Overall quality of local police protection	5	4	3	2	1	9
B	The visibility of police in neighborhoods	5	4	3	2	1	9
C	The visibility of police in public places	5	4	3	2	1	9
D	The City's overall efforts to prevent crime	5	4	3	2	1	9
E	Enforcement of local traffic laws	5	4	3	2	1	9
F	Overall quality of local fire protection	5	4	3	2	1	9
G	Quality of local ambulance services	5	4	3	2	1	9
H	How quickly public safety personnel respond to emergencies	5	4	3	2	1	9

5. Which THREE of the public safety items listed above do you think should receive the most emphasis from City leaders over the next TWO years? [Write in the letters below using the letters from the list in Question 4 above.]

1st

2nd

3rd

6. **PARKS AND RECREATION.** For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means “very satisfied” and 1 means “very dissatisfied.”

<i>PARKS AND RECREATION</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A	Maintenance of City parks	5	4	3	2	1	9
B	Number of City parks	5	4	3	2	1	9
C	City swimming pool	5	4	3	2	1	9
D	Outdoor athletic fields (baseball, soccer, softball, etc.)	5	4	3	2	1	9
E	City's youth athletic programs	5	4	3	2	1	9
F	City's adult athletic programs	5	4	3	2	1	9
G	Ease of registering for programs	5	4	3	2	1	9
H	Fees that are charged for recreation programs	5	4	3	2	1	9
I	Ease of reservation of community center/park facilities	5	4	3	2	1	9

7. Which THREE of the park and recreation items listed above do you think should receive the most emphasis from City leaders over the next TWO years? [Write in the letters below using the letters from the list in Question 6 above.]

1st

2nd

3rd

8. **CITY COMMUNICATION.** For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means “very satisfied” and 1 means “very dissatisfied.”

<i>CITY COMMUNICATION</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A	The availability of information about City programs & services	5	4	3	2	1	9
B	City efforts to keep you informed about local issues	5	4	3	2	1	9
C	The level of public involvement in local decision making	5	4	3	2	1	9
D	Effectiveness/simplicity of City website	5	4	3	2	1	9

9. **CITY MAINTENANCE.** For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means “very satisfied” and 1 means “very dissatisfied.”

<i>CITY MAINTENANCE</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A	Maintenance of City streets	5	4	3	2	1	9
B	Condition of sidewalks	5	4	3	2	1	9
C	Maintenance of traffic signals & street signs	5	4	3	2	1	9
D	Adequacy of City street lighting	5	4	3	2	1	9
E	Maintenance & preservation of downtown Square	5	4	3	2	1	9
F	Maintenance of City buildings (City Hall, Public Works, Community Center, Arena, etc.)	5	4	3	2	1	9
G	Snow removal on City streets	5	4	3	2	1	9
H	Mowing of City properties	5	4	3	2	1	9
I	Overall cleanliness of City streets & other public areas	5	4	3	2	1	9
J	City's responsiveness to service requests	5	4	3	2	1	9

10. Which THREE of the maintenance items listed above do you think should receive the most emphasis from City leaders over the next TWO years? [Write in the letters below using the letters from the list in Question 1 above.]

_____ 1st

_____ 2nd

_____ 3rd

11. WATER AND SEWER UTILITIES. For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means "very satisfied" and 1 means "very dissatisfied."

<i>WATER AND SEWER</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A	Clarity & taste of the tap water in your home	5	4	3	2	1	9
B	Water pressure in your home	5	4	3	2	1	9
C	Drainage of rain water off City streets	5	4	3	2	1	9
D	Adequacy of the City's waste water collection system	5	4	3	2	1	9
E	What you are charged for water & sewer	5	4	3	2	1	9
F	How easy your water bill is to understand	5	4	3	2	1	9
G	The timeliness of your water bill	5	4	3	2	1	9
H	The accuracy of your water bill	5	4	3	2	1	9

12. Which THREE of the maintenance items listed above do you think should receive the most emphasis from City leaders over the next TWO years? [Write in the letters below using the letters from the list in Question 1 above.]

1st

2nd

3rd

13. CITY LEADERSHIP. For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means "very satisfied" and 1 means "very dissatisfied."

<i>CITY LEADERSHIP</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A	Overall quality of leadership provided by the City's elected officials	5	4	3	2	1	9
B	Overall effectiveness of appointed boards & commissions	5	4	3	2	1	9
C	Overall effectiveness of the City Administrator & Department Heads	5	4	3	2	1	9

14. ENFORCEMENT OF CODES AND ORDINANCES. For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means "very satisfied" and 1 means "very dissatisfied."

<i>CODES AND ORDINANCES</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>Don't Know</i>
A	Enforcing the clean-up of litter & debris	5	4	3	2	1	9
B	Enforcing the mowing & trimming of lawns	5	4	3	2	1	9
C	Enforcing the maintenance of residential property	5	4	3	2	1	9
D	Enforcing the maintenance of business property	5	4	3	2	1	9
E	Enforcing codes designed to protect public safety	5	4	3	2	1	9

15. REASONS FOR MOVING TO WINDOM. Using a scale from "1" to "5" where "5" is "Extremely Important" and "1" is "Not Important," please indicate how important each of the following reasons was in your decision to live in Windom?

<i>REASON</i>		<i>Extremely Important</i>	<i>Very Important</i>	<i>Important</i>	<i>Less Important</i>	<i>Not Important</i>
A	The small-town atmosphere in the community	5	4	3	2	1
B	Availability of shopping/eating establishments	5	4	3	2	1
C	Low crime rate	5	4	3	2	1
D	Quality & diversity of housing	5	4	3	2	1
E	Level of taxation	5	4	3	2	1
F	Distance to employment opportunities	5	4	3	2	1
G	Availability of arts & cultural amenities	5	4	3	2	1
H	Quality of local governmental services	5	4	3	2	1
I	Quality of education opportunities available	5	4	3	2	1
J	Appearance & overall beauty of the City	5	4	3	2	1
K	Proximity to family & friends	5	4	3	2	1
L	Availability of parks & open space	5	4	3	2	1
M	Availability of recreational opportunities	5	4	3	2	1
N	Affordability of the community	5	4	3	2	1

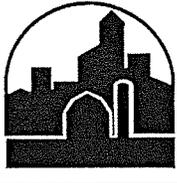
16. **ECONOMIC DEVELOPMENT.** For each of the following types of purchases, please indicate whether your household purchase “almost all”, “most”, “about half”, “some,” or “almost none” of the following items inside the City of Windom.

TYPES OF PURCHASES		Almost All (100%)	Most (75%)	About Half (50%)	Some (25%)	Almost None (0%)	Don't Know
A	Groceries/household goods	5	4	3	2	1	9
B	Fast Food	5	4	3	2	1	9
C	Full-Service Restaurants	5	4	3	2	1	9
D	Clothing	5	4	3	2	1	9
E	Books/music	5	4	3	2	1	9
F	Sporting Goods	5	4	3	2	1	9
G	Furniture	5	4	3	2	1	9
H	Appliances/electronics	5	4	3	2	1	9
I	Hardware/Lawn & Garden	5	4	3	2	1	9
J	Automobiles	5	4	3	2	1	9
K	Health Care/ Primary Care Physician	5	4	3	2	1	9

17. Which THREE of the retail services would you like to see developed or expanded most in Windom over the next FIVE years? [Write in the letters below using the letters from the list in Question 1 above.]

1st
2nd
3rd

18. NORTH WINDOM INDUSTRIAL PARK EXPANSION? HOUSING? EMERGENCY SERVICES FACILITY? OTHER?



2015 City of Windom Community Survey

Please consider taking a few minutes to complete this anonymous survey. Your input is an important part of the City's effort to identify and respond to resident concerns. If you have any questions, please call City Hall at 507-831-6129.

1. How many years have you lived in the City of Windom?

- (1) less than 5 years (3) 11-20 years
 (2) 5-10 years (4) 20+ years

2. Please indicate the age of the person completing this survey.

- (1) under 25 (4) 45 to 54
 (2) 25 to 34 (5) 55 to 64
 (3) 35 to 44 (6) 65+

3. Do you own or rent your current residence?

- (1) Own (2) Rent

DEPARTMENT SPECIFIC QUESTIONS

4. City Council: How would you rate the overall quality of leadership provided by the City's elected officials?

- | | | | | | |
|------|------------------|---------|------|-----------|-----------|
| 1 | 2 | 3 | 4 | 5 | NA |
| Poor | Below
Average | Neutral | Good | Excellent | No Answer |

5. Administration: How would you rate the overall effectiveness provided by the City Administrator and Department Heads?

- | | | | | | |
|------|------------------|---------|------|-----------|-----------|
| 1 | 2 | 3 | 4 | 5 | NA |
| Poor | Below
Average | Neutral | Good | Excellent | No Answer |

6. Administration: How would you rate the customer service provided by City Hall staff?

- | | | | | | |
|------|------------------|---------|------|-----------|-----------|
| 1 | 2 | 3 | 4 | 5 | NA |
| Poor | Below
Average | Neutral | Good | Excellent | No Answer |

7. Ambulance: How would you rate the Emergency Medical Services in the City of Windom?

- | | | | | | |
|------|------------------|---------|------|-----------|-----------|
| 1 | 2 | 3 | 4 | 5 | NA |
| Poor | Below
Average | Neutral | Good | Excellent | No Answer |

8. Arena: How would you rate the quality of Arena services?

- | | | | | | |
|------|------------------|---------|------|-----------|-----------|
| 1 | 2 | 3 | 4 | 5 | NA |
| Poor | Below
Average | Neutral | Good | Excellent | No Answer |

9. Arena: How would you rate the quality of Arena facilities?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

10. Building/Zoning: How would you rate the quality of licensing, permitting, and building inspection services?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

11. Building/Zoning: A community goal is to have a neat and clean-appearance. Do you think the City's enforcement of nuisance ordinances, forcing property owners to clean-up and/or abating these nuisances is:

1	2	3	4	5	NA
Not Needed	Should Do Less	About Right	Should Do More	Too Aggressive	No Answer

12. Community Center: How would you rate the overall quality of community center facilities?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

13. Community Center: How would you rate the quality of the community center services?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

14. EDA: How would you rate the Economic Development Authority in promoting jobs, industry and commercial?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

15. Electric: How would you rate the quality of services from the Electric Department?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

16. Electric: How would you rate the value (price) of Electric service?

1	2	3	4	5	NA
Too Expensive	Higher Than Average Value	Average Value	Good Value	Excellent	No Answer

17. Fire: How would you rate the quality of fire protection services in the City of Windom?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

18. **Library:** How would you rate the library services in Windom?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

19. **Liquor Store:** How would you rate the overall quality of products and services at the municipal liquor store?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

20. **Liquor Store:** How would you compare the pricing of products at the municipal liquor store with its competitors?

1	2	3	4	5	NA
Too Expensive	Higher Than Average Value	Average Value	Good Value	Excellent	No Answer

21. **Parks:** How would you rate the overall quality of City parks and park facilities (Island Park, Windom Recreational Area, etc.)?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

22. **Recreation:** How would you rate the overall quality of City operated recreational programs (e.g. youth baseball, youth football, swimming lessons, etc.)?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

23. **Recreation:** How would you rate the overall quality of City Pool facilities?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

24. **Police:** How would you rate your overall feeling of safety and security in the city?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

25. **Telecommunications:** How would you rate the overall quality of the telecommunication services (cable, internet, and telephone)?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

26. **Telecommunications:** How would you compare Windomnet's service pricing with its competitors?

1	2	3	4	5	NA
Too Expensive	Higher Than Average	Average Value	Good Value	Excellent	No Answer

27. Street: How would you rate the overall condition of City streets (pavement, curb and gutters, storm sewers)?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

28. Street: How would you rate the overall quality of snowplowing on City streets?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

29. Water/Wastewater: How would you rate the dependability and overall quality of the City sanitary sewer service?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

30. Water/Wastewater: How would you rate the dependability and overall quality of the City water supply?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

31. As an overall view of all City operations, how would you rate the overall quality of services provided by the City of Windom and value for your tax dollars?

1	2	3	4	5	NA
Poor	Below Average	Neutral	Good	Excellent	No Answer

32. An adopted City goal is to grow Windom to a population of 5,000 or more for the 2020 census. Do you think the City should use public funds to support the construction of infrastructure and/or housing to support this goal?

Yes _____ No _____ Housing Type Needed: Apartments _____ Senior _____ Townhouses _____
 Modest Single Family _____ Manufactured Housing _____

33. Would you support the construction of a new Emergency Services Facility (fire and ambulance) if it raised your annual property taxes or other fees\charges for the next 20 years by the following amounts?

1	2	3	4	5	NA
\$0	\$50	\$75	\$100	\$200	Whatever Amount Needed

Comments About Any City Service or Facility:

This concludes the survey. The City of Windom thanks you for your time!
 Please Return Your Completed Anonymous Survey in the Enclosed Postage Paid Envelope Addressed to:
 City of Windom, PO Box 38, Windom, MN 56101

Dear Windom Resident,

Your household has been selected at random to participate in an anonymous citizen survey about the City of Windom. You will receive a copy of the survey next week in the mail with instructions for completing and returning it. Thank you in advance for helping us with this important project!

Sincerely,

Steve Nasby
City Administrator

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Steve Nasby
City Administrator

October 2015

Dear Windom Resident:

The City of Windom wants to know what you think about our community and municipal government. You have been randomly selected to participate in Windom's 2015 Citizen Survey. We anticipate doing this survey in odd-numbered years and then using the resulting data to track community satisfaction over a period of time.

Please take a few minutes to fill out the enclosed Citizen Survey. Your answers will help the City Council make decisions that affect our community. You should find the questions interesting and we will definitely find your answers useful. Please participate!

To get a representative sample of Windom residents, the survey is being sent out to a random sample of households. Please have the survey completed by someone in your household over age 18.

Please spend a few minutes to answer all the questions and return the survey in the enclosed postage-paid envelope. **Your responses will remain completely anonymous.**

Your participation in this survey is very important – especially since your household is one of only a small number of households being surveyed. If you have any questions about the Citizen Survey please call 831-6129.

Please help us shape the future of Windom. Thank you for your time and participation.

Sincerely,

Steve Nasby
City Administrator



Windom, MN

Expense Approval Report By Fund

Payment Dates 9/10/2015 - 9/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
DALLAS SMITH	20150911	09/11/2015	REFUND - BUILDING PERMIT F	100-32210	112.25
					<u>112.25</u>
Activity: 41110 - Mayor & Council					
CITIZEN PUBLISHING CO	20150914	09/14/2015	ADVERTISING -	100-41110-350	76.00
ETHAN CLERC FILMS	20150918	09/18/2015	FILM COUNCIL MEETING	100-41110-350	25.00
CONVENT. & VISTOR BUREAU	20150925	09/25/2015	LODGING TAX - GUARDIAN IN	100-41110-491	2,084.74
CONVENT. & VISTOR BUREAU	20150925A	09/25/2015	LODGING TAX - RED CARPET I	100-41110-491	1,066.09
					<u>3,251.83</u>
Activity 41110 - Mayor & Council Total:					
3,251.83					
Activity: 41310 - Administration					
NCPERS MINNESOTA	20150929	09/29/2015	INSURANCE #844600	100-41310-133	80.00
CULLIGAN	20150908	09/08/2015	SERVICE	100-41310-200	47.25
INDOFF, INC	2675239	09/01/2015	PAPER	100-41310-200	235.00
INDOFF, INC	2677953	09/01/2015	SUPPLIES	100-41310-200	19.59
INDOFF, INC	2682828	09/18/2015	SUPPLIES	100-41310-200	142.79
SELECTACCOUNT	20150922	09/22/2015	PARTICIPANT FEE	100-41310-217	159.21
FRED PRYOR SEMINARS	18411296	09/17/2015	EVENT #174994 INV #184112	100-41310-308	21.48
CHELSIE CARLSON	20150921	09/21/2015	EXPENSE- REG V MCFOA	100-41310-331	78.20
HY-VEE, INC.	20150921	09/21/2015	2015 WELLNESS	100-41310-480	70.00
					<u>853.52</u>
Activity 41310 - Administration Total:					
853.52					
Activity: 41910 - Building & Zoning					
NCPERS MINNESOTA	20150929	09/29/2015	INSURANCE #844600	100-41910-133	24.00
INDOFF, INC	2675238	09/01/2015	SUPPLIES	100-41910-200	110.70
CENTURY BUSINESS PRODUCT	291579	09/15/2015	SUPPLIES	100-41910-200	30.39
SOURCE ONE SOLUTIONS, LLC	5179B	09/14/2015	NUISANCE ORD	100-41910-326	22.51
					<u>187.60</u>
Activity 41910 - Building & Zoning Total:					
187.60					
Activity: 41940 - City Hall					
MN ENERGY RESOURCES	20150921A	09/21/2015	HEATING #4069619-7	100-41940-383	3.91
HOMETOWN SANITATION SE	0000144015	09/02/2015	GARBAGE SERVICE - CITY HAL	100-41940-384	85.04
					<u>88.95</u>
Activity 41940 - City Hall Total:					
88.95					
Activity: 42120 - Crime Control					
NCPERS MINNESOTA	20150929	09/29/2015	INSURANCE #844600	100-42120-133	160.00
INDOFF, INC	2680038	09/14/2015	SUPPLIES	100-42120-200	110.92
INDOFF, INC	2681353	09/14/2015	SUPPLIES	100-42120-200	61.57
INDOFF, INC	2682853	09/16/2015	SUPPLIES	100-42120-200	22.78
CENTER STOP	20150916	09/16/2015	GAS-MISC MERCHANDISE	100-42120-212	21.76
WINDOM AREA HOSPITAL	258862239	09/16/2015	SERVICE #30005319	100-42120-305	40.00
RELENTLESS DBA DESERT SNO	3868	09/25/2015	DESERT SNOW TRAINING	100-42120-308	590.00
VERIZON WIRELESS	9751919066	09/15/2015	SERVICE FOR LAP TOPS #9867	100-42120-321	93.75
ALPHA WIRELESS - MANKATO	678809	09/11/2015	SERVICE	100-42120-323	222.00
LEASE FINANCE PARTNERS	20150929	09/29/2015	LEASE #3250	100-42120-326	433.00
WINDOM AUTO VALU	20150922	09/22/2015	MAINTENANCE #3400540 -	100-42120-405	14.30
FLEET SERVICES DIVISION	2016020003	09/16/2015	SERVICE -LEASE	100-42120-419	1,789.01
					<u>3,559.09</u>
Activity 42120 - Crime Control Total:					
3,559.09					
Activity: 42220 - Fire Fighting					
LUCAN COMMUNITY TV INC	2380	09/14/2015	SUPPLIES	100-42220-200	60.00
HEIMAN FIRE EQUIP. CO	0837974-IN	09/08/2015	MATERIALS & EQUIPMENT	100-42220-215	477.45
VERIZON WIRELESS	9751919066	09/15/2015	SERVICE FOR LAP TOPS #9867	100-42220-321	21.14
VERIZON WIRELESS	9751919066	09/15/2015	SERVICE FOR LAP TOPS #9867	100-42220-326	10.02
BRUNTON ARCHITECTS & EN	08-1577	09/21/2015	SERVICE	100-42220-439	12,619.52
L & L SERVICE, INC	25600	09/25/2015	ACCT TAGS	100-42220-480	83.35
					<u>13,271.48</u>
Activity 42220 - Fire Fighting Total:					
13,271.48					

Expense Approval Report

Payment Dates: 9/10/2015 - 9/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Activity: 42700 - Animal Control					
COTTONWOOD VET CLINIC	147869	09/04/2015	SERVICE	100-42700-300	22.00
COTTONWOOD VET CLINIC	147928	09/04/2015	SERVICE	100-42700-300	70.00
Activity 42700 - Animal Control Total:					92.00
Activity: 43100 - Streets					
NCPERS MINNESOTA	20150929	09/29/2015	INSURANCE #844600	100-43100-133	80.00
HAUGEN'S LAWN & GROUND	20150929	09/29/2015	SERVICE - FOR 1124 COLLINS	100-43100-217	530.00
AAA STRIPING SERVICE CO.	103179	09/21/2015	MAINTENANCE MATERIALS	100-43100-224	514.08
COTTONWOOD CO AUD/TRE	154041	09/08/2015	SERVICE	100-43100-225	10.00
MN ENERGY RESOURCES	20150916	09/16/2015	HEATING #4090846-9 STREET	100-43100-383	41.03
HOMETOWN SANITATION SE	0000144016	09/02/2015	GARBAGE SERVICE -STREET D	100-43100-384	84.73
HOMETOWN SANITATION SE	0000144017	09/02/2015	GARBAGE SERVICE - SQUARE	100-43100-384	46.12
SOUTHERN MN INSPECTION	8866	09/14/2015	MAINTENANCE	100-43100-402	265.00
WINDOM AUTO VALU	20150922	09/22/2015	MAINTENANCE #3400540 -	100-43100-404	242.91
SHARE CORP.	925262	09/22/2015	MAINTENANCE	100-43100-404	281.58
TOM VOTH	20150914	09/14/2015	EXPENSE - SAFETY BOOTS	100-43100-480	100.00
Activity 43100 - Streets Total:					2,195.45
Activity: 43210 - Sanitation					
WAYNE ERICKSON	20150918	09/18/2015	COMPOST SITE MANAGER	100-43210-307	192.38
WAYNE ERICKSON	20150930	09/30/2015	EXPENSE-COMPOST SITE MA	100-43210-307	152.00
Activity 43210 - Sanitation Total:					344.38
Activity: 45120 - Recreation					
MRPA	20150929	09/29/2015	REGISTRATION-AL BALOUN	100-45120-217	140.00
CITIZEN PUBLISHING CO	20150914	09/14/2015	ADVERTISING -	100-45120-340	391.50
Activity 45120 - Recreation Total:					531.50
Activity: 45202 - Park Areas					
NCPERS MINNESOTA	20150929	09/29/2015	INSURANCE #844600	100-45202-133	16.00
COLE PAPERS INC.	9131166	09/21/2015	SUPPLIES	100-45202-211	700.99
HOMETOWN SANITATION SE	0000144024	09/02/2015	GARBAGE SERVICE - ISLAND P	100-45202-384	37.00
HOMETOWN SANITATION SE	0000144025	09/02/2015	GARBAGE SERVICE - TEGELS P	100-45202-384	37.00
HOMETOWN SANITATION SE	0000144026	09/02/2015	GARBAGE SERVICE - WRA	100-45202-384	60.40
HOMETOWN SANITATION SE	0000144027	09/02/2015	GARBAGE SERVICE - KASTLE K	100-45202-384	25.00
MTI DISTRIBUTING, INC	1032472-00	09/02/2015	MAINTENANCE	100-45202-405	76.45
MTI DISTRIBUTING, INC	1035836-00	09/14/2015	MAINTENANCE	100-45202-405	204.67
MTI DISTRIBUTING, INC	1035836-01	09/16/2015	MAINTENANCE	100-45202-405	16.36
WINDOM AUTO VALU	20150922	09/22/2015	MAINTENANCE #3400540 -	100-45202-405	32.66
O'REILLY AUTOMOTIVE, INC	20150923	09/23/2015	MAINTENANCE PARKS	100-45202-405	32.97
DICKS WELDING INC	60955	09/22/2015	MAINTENANCE	100-45202-405	17.50
DICKS WELDING INC	60990	09/22/2015	MAINTENANCE	100-45202-405	26.25
M-R SIGNS CO., INC	187489	09/02/2015	MAINTENANCE	100-45202-406	58.55
M-R SIGNS CO., INC	187490	09/02/2015	MAINTENANCE	100-45202-406	70.00
Activity 45202 - Park Areas Total:					1,411.83
Fund 100 - GENERAL Total:					25,899.88
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
NCPERS MINNESOTA	20150929	09/29/2015	INSURANCE #844600	211-45501-133	16.00
NANCY SAJBAN	20150929	09/29/2015	EXPENSE-STORYTIMES FOR E	211-45501-331	78.78
CITIZEN PUBLISHING CO	20150914	09/14/2015	ADVERTISING -	211-45501-350	105.00
MN ENERGY RESOURCES	20150929	09/29/2015	HEATING #4081276-0 LIBRAR	211-45501-383	80.36
COTTAGE JOURNAL	20150929	09/29/2015	SUBSCRIPTION	211-45501-433	25.00
INGRAM	20150914	09/14/2015	BOOKS #2004243	211-45501-435	1,311.00
MICROMARKETING	587181	09/14/2015	BOOKS	211-45501-435	84.96
Activity 45501 - Library Total:					1,701.10
Fund 211 - LIBRARY Total:					1,701.10
Fund: 225 - AIRPORT					
Activity: 45127 - Airport					
O'REILLY AUTOMOTIVE, INC	20150923	09/23/2015	MAINTENANCE - AIRPORT -ST	225-45127-402	26.20

Expense Approval Report

Payment Dates: 9/10/2015 - 9/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CARQUEST AUTO PARTS STOR	20150915	09/15/2015	MAINTENANCE - AIRPORT RE	225-45127-404	33.59
				Activity 45127 - Airport Total:	59.81
Activity: 49950 - Capital Outlay					
TKDA ENGINEERS	002015002841	09/18/2015	WINDOM RWY LENGTH JUSTI	225-49950-500	8,500.00
				Activity 49950 - Capital Outlay Total:	8,500.00
				Fund 225 - AIRPORT Total:	8,559.81
Fund: 230 - POOL					
Activity: 45124 - Pool					
MRPA	20150929	09/29/2015	REGISTRATION-AL BALOUN	230-45124-308	135.00
HOMETOWN SANITATION SE	0000144028	09/04/2015	GARBAGE SERVICE - SWIMMI	230-45124-384	81.90
WINDOM AUTO VALU	20150922	09/22/2015	MAINTENANCE #3400540 -	230-45124-404	5.45
				Activity 45124 - Pool Total:	222.35
				Fund 230 - POOL Total:	222.35
Fund: 235 - AMBULANCE					
JURISDICTION 6	20150923	09/23/2015	REFUND-FRANCIS AMBROSE #	235-34205	378.26
					378.26
Activity: 42153 - Ambulance					
CARQUEST AUTO PARTS STOR	20150915	09/15/2015	MAINTENANCE - AMBULANCE	235-42153-217	48.37
LEWIS FAMILY DRUG, LLC	20150915	09/15/2015	SUPPLIES #105865-3	235-42153-217	41.40
BOUND TREE MEDICAL, LLC	81903650	09/14/2015	SUPPLIES	235-42153-217	161.24
JIM AXFORD	20150929	09/29/2015	CLOTHING	235-42153-218	148.02
RITA HACKER	476	09/14/2015	CLOTHING	235-42153-218	90.00
ROBIN SHAW	20150922	09/22/2015	EXPENSE - MEMSA CONFERE	235-42153-308	184.25
WINDOM AREA HOSPITAL	734-0024-08-2015-06	09/14/2015	NURSING SERVICE	235-42153-312	845.65
VERIZON WIRELESS	9751919066	09/15/2015	SERVICE FOR LAP TOPS #9867	235-42153-321	123.49
ALPHA WIRELESS - MANKATO	199092	09/06/2015	SERVICE	235-42153-323	100.00
EXPERT T BILLING	2318	09/15/2015	SERVICE	235-42153-326	1,198.50
TIM HACKER	20150914A	09/14/2015	MILEAGE	235-42153-331	35.65
LANDON JOHNSON	20150921	09/21/2015	MILEAGE - MEMSA CONFERE	235-42153-331	60.72
ROBIN SHAW	20150922	09/22/2015	EXPENSE - MEMSA CONFERE	235-42153-331	60.72
HEATHER PAULSON	20150923	09/23/2015	EXPENSE - MEMSA CONF MIL	235-42153-331	60.72
JOHN MEYER	20150914	09/14/2015	EXPENSE	235-42153-334	16.96
TIM HACKER	20150914	09/14/2015	EXPENSE	235-42153-334	119.59
KIM POWERS	20150914	09/14/2015	EXPENSE	235-42153-334	24.88
HY-VEE, INC.	20150922	09/22/2015	SUPPLIES #4705635656	235-42153-334	23.11
JOHN MEYER	20150929	09/29/2015	EXPENSE	235-42153-334	63.84
BUCKWHEAT JOHNSON	20150929	09/29/2015	EXPENSE	235-42153-334	43.85
INDOFF, INC	2680041	09/14/2015	SUPPLIES	235-42153-350	49.08
WINDOM AUTO VALU	20150922	09/22/2015	MAINTENANCE #3400540 -	235-42153-405	29.42
STURDEVANT'S	28-625564	09/25/2015	MAINTENANCE #27 & #29	235-42153-405	521.64
ARROW MANUFACTURING IN	2983	09/01/2015	SERVICE	235-42153-405	249.27
				Activity 42153 - Ambulance Total:	4,300.37
				Fund 235 - AMBULANCE Total:	4,678.63
Fund: 250 - EDA GENERAL					
Activity: 46520 - EDA					
NCPERS MINNESOTA	20150929	09/29/2015	INSURANCE #844600	250-46520-133	24.00
INDOFF, INC	2675238	09/01/2015	SUPPLIES	250-46520-200	110.70
CENTURY BUSINESS PRODUCT	291579	09/15/2015	SUPPLIES	250-46520-200	60.79
WENCK ASSOCIATES, INC.	11507145	09/15/2015	DES MOINES RIVER LOMR	250-46520-303	908.40
WENCK ASSOCIATES, INC.	11507250	09/15/2015	NWIP COMMERCE BLVD EXT	250-46520-303	350.00
AARON BACKMAN	20150921	09/21/2015	EXPENSE-60/90 CORRIDOR M	250-46520-331	17.25
AARON BACKMAN	20150922	09/22/2015	EXPENSE-SITE SELECTOR FAM	250-46520-331	187.95
CITIZEN PUBLISHING CO	20150914	09/14/2015	ADVERTISING - WEBSITE	250-46520-350	862.10
CITIZEN PUBLISHING CO	20150908	09/08/2015	SUBSCRIPTION	250-46520-433	45.00
				Activity 46520 - EDA Total:	2,566.19
				Fund 250 - EDA GENERAL Total:	2,566.19

Expense Approval Report

Payment Dates: 9/10/2015 - 9/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 254 - NORTH IND PARK					
Activity: 46520 - EDA					
SCOTT VEENKER	23477	09/18/2015	MAINTENANCE	254-46520-406	300.00
Activity 46520 - EDA Total:					<u>300.00</u>
Fund 254 - NORTH IND PARK Total:					<u>300.00</u>
Fund: 273 - TIF 1-17 NWIP I					
Activity: 46530 - TIF Districts					
WENCK ASSOCIATES, INC.	11507250	09/15/2015	NWIP COMMERCE BLVD EXT	273-46530-303	9,760.00
MN POLLUTION CONTROL AG	20150911	09/11/2015	PERMIT APPLICATION-NIP	273-46530-592	310.00
MN DEPT OF HEALTH	20150911	09/11/2015	PERMIT FEES-WATERMAINS -	273-46530-592	150.00
Activity 46530 - TIF Districts Total:					<u>10,220.00</u>
Fund 273 - TIF 1-17 NWIP I Total:					<u>10,220.00</u>
Fund: 306 - 2013 STREET IMPROVEMENT					
Activity: 49950 - Capital Outlay					
KUECHLE UNDERGROUND, IN	20150916	09/16/2015	2013 STREET PROJECT	306-49950-500	125,762.71
Activity 49950 - Capital Outlay Total:					<u>125,762.71</u>
Fund 306 - 2013 STREET IMPROVEMENT Total:					<u>125,762.71</u>
Fund: 401 - GENERAL CAPITAL PROJECTS					
Activity: 49950 - Capital Outlay					
WENCK ASSOCIATES, INC.	11507249	09/14/2015	2015 STREET REPAIRS	401-49950-503	175.00
Activity 49950 - Capital Outlay Total:					<u>175.00</u>
Fund 401 - GENERAL CAPITAL PROJECTS Total:					<u>175.00</u>
Fund: 601 - WATER					
HD SUPPLY WATERWORKS LT	E511578	09/25/2015	INVENTORY	601-14200	594.17
KUECHLE UNDERGROUND, IN	20150916	09/16/2015	2013 STREET PROJECT	601-16300	46,894.57
DAKOTA SUPPLY GROUP	B553536	09/01/2015	SUPPLIES-EQUIPMENT	601-16400	1,929.55
					<u>49,418.29</u>
Activity: 49400 - Water					
NCPERS MINNESOTA	20150929	09/29/2015	INSURANCE #844600	601-49400-133	40.00
INDOFF, INC	2675239	09/01/2015	PAPER	601-49400-200	117.50
HAWKINS, INC	3769418	09/01/2015	CHEMICALS	601-49400-216	5,853.21
HAWKINS, INC	3776945	09/21/2015	CHEMICALS	601-49400-216	3,727.27
MN VALLEY TESTING	773158	09/14/2015	TESTING	601-49400-310	56.25
GOPHER STATE ONE CALL	145918	09/04/2015	LOCATES	601-49400-321	32.26
SOURCE ONE SOLUTIONS, LLC	5179A	09/14/2015	POSTAGE	601-49400-322	254.73
SOURCE ONE SOLUTIONS, LLC	5179	09/14/2015	UTILITY BILL - SERVICES	601-49400-326	848.78
MN ENERGY RESOURCES	20150922C	09/22/2015	HEATING #4095252-5 WATER	601-49400-383	421.47
HOMETOWN SANITATION SE	0000144019	09/04/2015	GARBAGE SERVICE - WASTE	601-49400-384	85.04
WENCK ASSOCIATES, INC.	11504553	09/23/2015	WINDOM LANDFILL	601-49400-386	851.00
WENCK ASSOCIATES, INC.	11507155	09/23/2015	WINDOM LANDFILL	601-49400-386	2,145.58
CARQUEST AUTO PARTS STOR	20150915	09/15/2015	MAINTENANCE - WATER MAI	601-49400-404	6.99
AUTOMATIC SYSTEMS CO	29480	09/11/2015	SERVICE	601-49400-404	579.52
CALIFORNIA CONTRACTORS S	90505	09/16/2015	MAINTENANCE	601-49400-404	108.84
DICKS WELDING INC	60828	09/22/2015	MAINTENANCE	601-49400-408	25.00
DICKS WELDING INC	60903	09/22/2015	MAINTENANCE	601-49400-408	28.75
HD SUPPLY WATERWORKS LT	E426449	09/14/2015	MAINTENANCE	601-49400-408	301.89
HD SUPPLY WATERWORKS LT	E458984	09/25/2015	MAINTENANCE	601-49400-408	594.93
WERNER ELECTRIC	S8754647.001	09/02/2015	MAINTENANCE	601-49400-409	1,765.57
MN DEPT OF HEALTH	20150930	09/30/2015	WATER SURCHARGE	601-49400-443	3,256.00
Activity 49400 - Water Total:					<u>21,100.58</u>
Fund 601 - WATER Total:					<u>70,518.87</u>
Fund: 602 - SEWER					
KUECHLE UNDERGROUND, IN	20150916	09/16/2015	2013 STREET PROJECT	602-16300	40,499.86
MTI DISTRIBUTING, INC	1032617-00	09/14/2015	MOWER	602-16460	19,253.59
					<u>59,753.45</u>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Activity: 49450 - Sewer					
NCPERS MINNESOTA	20150929	09/29/2015	INSURANCE #844600	602-49450-133	56.00
INDOFF, INC	2675239	09/01/2015	PAPER	602-49450-200	117.50
STINK PRETTY	3575	09/14/2015	SERVICE	602-49450-211	45.00
CENTER STOP	20150916	09/16/2015	GAS-MISC MERCHANDISE	602-49450-212	100.48
HAWKINS, INC	3776519	09/16/2015	CHEMICALS	602-49450-216	655.50
MN VALLEY TESTING	770200	08/25/2015	TESTING	602-49450-310	118.60
MN VALLEY TESTING	770230	08/25/2015	TESTING	602-49450-310	238.00
MN VALLEY TESTING	770288	08/25/2015	TESTING	602-49450-310	158.00
MN VALLEY TESTING	770471	08/25/2015	TESTING	602-49450-310	133.00
MN VALLEY TESTING	771391	09/02/2015	TESTING	602-49450-310	118.60
MN VALLEY TESTING	771405	09/02/2015	TESTING	602-49450-310	223.60
MN VALLEY TESTING	771406	09/02/2015	TESTING	602-49450-310	67.40
MN VALLEY TESTING	771901	09/02/2015	TESTING	602-49450-310	158.00
MN VALLEY TESTING	772523	09/08/2015	TESTING	602-49450-310	133.00
MN VALLEY TESTING	772524	09/08/2015	TESTING	602-49450-310	113.00
MN VALLEY TESTING	772546	09/08/2015	TESTING	602-49450-310	212.40
MN VALLEY TESTING	772723	09/08/2015	TESTING	602-49450-310	118.60
MN VALLEY TESTING	772770	09/08/2015	TESTING	602-49450-310	158.00
MN VALLEY TESTING	773206	09/14/2015	TESTING	602-49450-310	133.00
MN VALLEY TESTING	773226	09/14/2015	TESTING	602-49450-310	118.60
GOPHER STATE ONE CALL	145918	09/04/2015	LOCATES	602-49450-321	32.26
SOURCE ONE SOLUTIONS, LLC	5179A	09/14/2015	POSTAGE	602-49450-322	254.73
SOURCE ONE SOLUTIONS, LLC	5179	09/14/2015	UTILITY BILL - SERVICES	602-49450-326	848.78
MN ENERGY RESOURCES	20150917	09/17/2015	HEATING #4325313-7	602-49450-383	8.58
MN ENERGY RESOURCES	20150922	09/22/2015	HEATING #4335469-5	602-49450-383	26.15
MN ENERGY RESOURCES	20150922A	09/22/2015	HEATING #4222768-6	602-49450-383	10.36
MARK STEVEN DYKES	11419	09/14/2015	MAINTENANCE	602-49450-404	603.40
CENTER STOP	20150916	09/16/2015	GAS-MISC MERCHANDISE	602-49450-404	9.18
WINDOM AUTO VALU	20150922	09/22/2015	MAINTENANCE #3400540 -	602-49450-404	11.99
AUTOMATIC SYSTEMS CO	29480	09/11/2015	SERVICE	602-49450-404	579.53
CONTINENTAL RESEACH COR	425055-CRC-1	09/16/2015	MAINTENANCE	602-49450-404	291.03
VESSCO INC.	64220	09/02/2015	MAINTENANCE	602-49450-404	109.12
SOUTHERN MN INSPECTION	8866	09/14/2015	MAINTENANCE	602-49450-404	265.00
CALIFORNIA CONTRACTORS S	90505	09/16/2015	MAINTENANCE	602-49450-404	108.84
A & B BUSINESS	IN213708	09/11/2015	MAINTENANCE	602-49450-404	115.41
WERNER ELECTRIC	58754647.001	09/02/2015	MAINTENANCE	602-49450-409	1,765.58
RON'S ELECTRIC INC	131328	09/14/2015	MAINTENANCE	602-49450-439	11.72
MN VALLEY TESTING	770693	09/02/2015	TESTING	602-49450-439	126.40
MN VALLEY TESTING	772398	09/08/2015	TESTING	602-49450-439	126.40
Activity 49450 - Sewer Total:					8,480.74
Fund 602 - SEWER Total:					68,234.15

Fund: 604 - ELECTRIC

FULDA CREDIT UNION	20150914	09/14/2015	ACH FUNDS TO FULDA	604-10400	250,000.00
GRAYBAR ELECTRIC CO	980795645	09/04/2015	ELECTRIC INVENTORY	604-14200	143.81
DAKOTA SUPPLY GROUP	B572596	09/17/2015	ELECTRIC NEW CONTRUCTIO	604-16300	342.17
SHANE SOLETA	20150915	09/15/2015	REFUND - UTILITY PREPAYME	604-22000	300.00
ELECTRIC FUND	20150925	09/25/2015	UTIL PREPAY-K.JOHNSON-DR	604-22000	154.41
KIMBERLY JOHNSON	20150925	09/25/2015	REFUND-BALANCE OF UTIL PR	604-22000	145.50
AMBER ROSSOW	2015092915	09/29/2015	REFUND - UTILITY PREPAYME	604-22000	300.00
AMANDA SCHULTZ	20150929	09/29/2015	REFUND - UTILITY PREPAYME	604-22000	300.00
					251,685.98

Activity: 49550 - Electric

NCPERS MINNESOTA	20150929	09/29/2015	INSURANCE #844600	604-49550-133	96.00
INDOFF, INC	2675239	09/01/2015	PAPER	604-49550-200	117.50
BORDER STATES	910002752	09/17/2015	CREDIT - SUPPLIES	604-49550-217	-178.50
SKARSHAUG TESTING LAB	201925	09/17/2015	UNIFORMS	604-49550-218	166.78
BORDER STATES	909962949	09/14/2015	UNIFORMS	604-49550-218	103.57
BORDER STATES	909987071	09/17/2015	UNIFORMS	604-49550-218	120.00

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BORDER STATES	909987072	09/17/2015	UNIFORMS	604-49550-218	50.13
BORDER STATES	910051926	09/29/2015	UNIFORMS	604-49550-218	161.80
CENTRAL MINNESOTA MUNIC	5246	09/14/2015	POWER COST - ENERGY	604-49550-263	170,167.22
CENTRAL MINNESOTA MUNIC	5246	09/14/2015	POWER COST - TRANSMISSIO	604-49550-263	137,204.87
GOPHER STATE ONE CALL	145918	09/04/2015	LOCATES	604-49550-321	32.26
SOURCE ONE SOLUTIONS, LLC	5179A	09/14/2015	POSTAGE	604-49550-322	254.73
SOURCE ONE SOLUTIONS, LLC	5179	09/14/2015	UTILITY BILL - SERVICES	604-49550-326	1,750.62
MN ENERGY RESOURCES	20150923	09/23/2015	HEATING #4355412-O ELECTRI	604-49550-383	41.95
HOMETOWN SANITATION SE	0000144020	09/04/2015	GARBAGE SERVICE -ELEC SHO	604-49550-384	84.75
MID-IOWA SALES	292249	09/17/2015	MAINTENANCE	604-49550-404	203.90
OFFICEMAX - HSBC BUS SOLU	739811	09/08/2015	SUPPLIES	604-49550-404	417.79
THREAT TRACK	PIN00002306	09/08/2015	MAINTENANCE	604-49550-404	76.50
WINDOM AUTO VALU	20150922	09/22/2015	MAINTENANCE #3400540 -	604-49550-405	13.47
BRAD BUSSA	20150930	09/30/2015	CLEANING	604-49550-406	184.60
MID-IOWA SALES	295237	09/29/2015	MAINTENANCE	604-49550-406	25.45
TRI-STATE BATTERY CO	1912901012498	09/14/2015	MAINTENANCE	604-49550-408	96.56
J. H. LARSON	S101011538.001	09/01/2015	MAINTENANCE	604-49550-408	26.76
J. H. LARSON	S101011538.002	09/04/2015	MAINTENANCE	604-49550-408	33.17
J. H. LARSON	S101011538.003	09/04/2015	MAINTENANCE	604-49550-408	8.32
J. H. LARSON	S101011581.001	09/01/2015	MAINTENANCE	604-49550-408	84.39
WERNER ELECTRIC	S8769540.001	09/18/2015	MAINTENANCE	604-49550-408	31.29
MOSLEY	600307638	09/30/2015	MAINTENANCE	604-49550-409	464.56
MN DEPT OF COMMERCE	1000033342	09/17/2015	2ND Q FISCAL YR 2016 INDIRE	604-49550-433	239.70
MN DEPT OF COMMERCE	1000033342	09/17/2015	2ND Q FISCAL YR 2016 INDIRE	604-49550-450	845.77
PM WINDOM	20150914	09/14/2015	ENERGY REBATE	604-49550-450	7,013.87
CENTRAL MINNESOTA MUNIC	5261	09/14/2015	CIP MONTHLY ASSESSMENT	604-49550-450	1,133.00
BANK MIDWEST	20150928JKING	09/28/2015	NSF-JASON KING	604-49550-480	186.53
BANK MIDWEST	20150929	09/29/2015	NSF-KIMBERLY JOHNSON - UT	604-49550-480	154.41
Activity 49550 - Electric Total:					321,413.66
Fund 604 - ELECTRIC Total:					573,099.64

Fund: 609 - LIQUOR STORE

Activity: 49751 - Liquor Store

NCPERS MINNESOTA	20150929	09/29/2015	INSURANCE #844600	609-49751-133	16.00
CULLIGAN	20150914	09/14/2015	SERVICE #15331	609-49751-200	8.98
CITIZEN PUBLISHING CO	20150914A	09/14/2015	COMPUTER SUPPORT	609-49751-200	157.61
INDOFF, INC	2675239	09/01/2015	PAPER	609-49751-200	117.50
CAMPUS CLEANERS	08-012261	09/01/2015	SERVICE	609-49751-217	20.05
CAMPUS CLEANERS	09-010966	09/21/2015	SERVICE	609-49751-217	20.05
ZABINSKI BUSINESS SERVICES,	1543A	09/22/2015	REGISTER EQUIP SOFTWARE-	609-49751-217	5,383.83
ENVIROMASTER, INC	524427	09/14/2015	SUPPLIES	609-49751-217	40.88
AH HERMEL COMPANY	528464	09/11/2015	MERCHANDISE	609-49751-217	30.37
WIRTZ BEVERAGE MN WINE	1080365306	09/02/2015	MERCHANDISE	609-49751-251	6,306.05
SOUTHERN WINE & SPIRITS O	1318526	08/25/2015	MERCHANDISE	609-49751-251	351.60
SOUTHERN WINE & SPIRITS O	1323334	09/14/2015	MERCHANDISE	609-49751-251	2,890.30
PHILLIPS WINE & SPIRITS	20150915	09/15/2015	CREDIT #217974 FOR \$1.67	609-49751-251	-1.67
PHILLIPS WINE & SPIRITS	217975	09/15/2015	CREDIT #217975 FOR \$323.34	609-49751-251	-323.34
PHILLIPS WINE & SPIRITS	217976	09/15/2015	CREDIT #217976 FOR \$25.12	609-49751-251	-25.12
PHILLIPS WINE & SPIRITS	2841526	09/02/2015	MERCHANDISE	609-49751-251	4,327.70
PHILLIPS WINE & SPIRITS	2845139	09/14/2015	MERCHANDISE	609-49751-251	128.50
BELLBOY CORP	49874700	09/11/2015	MERCHANDISE	609-49751-251	1,402.77
JOHNSON BROS.	5243514	09/01/2015	MERCHANDISE	609-49751-251	913.53
JOHNSON BROS.	5248957	09/14/2015	MERCHANDISE	609-49751-251	5,146.62
DAY DISTRIBUTING CO	000142	09/14/2015	MERCHANDISE	609-49751-252	338.00
WIRTZ BEVERAGE MN WINE	1080365307	09/02/2015	MERCHANDISE	609-49751-252	46.15
ARTISAN BEER COMPANY	3050748	09/01/2015	MERCHANDISE	609-49751-252	351.50
ARTISAN BEER COMPANY	3052126	09/11/2015	MERCHANDISE	609-49751-252	90.00
DOLL DISTRIBUTING, LLC	449992	09/14/2015	MERCHANDISE	609-49751-252	6,797.00
DOLL DISTRIBUTING, LLC	452407	09/16/2015	MERCHANDISE	609-49751-252	1,254.40
DOLL DISTRIBUTING, LLC	458513	09/21/2015	MERCHANDISE	609-49751-252	3,156.25
DOLL DISTRIBUTING, LLC	462713	09/29/2015	MERCHANDISE	609-49751-252	11,692.95

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JOHNSON BROS.	5248959	09/14/2015	MERCHANDISE	609-49751-252	73.99
BEVERAGE WHOLESALERS	566180	09/11/2015	MERCHANDISE	609-49751-252	11,240.90
BEVERAGE WHOLESALERS	567166	09/11/2015	MERCHANDISE	609-49751-252	3,158.18
BEVERAGE WHOLESALERS	568179	09/21/2015	MERCHANDISE	609-49751-252	5,323.35
BEVERAGE WHOLESALERS	569163	09/29/2015	MERCHANDISE	609-49751-252	6,858.08
HOHENSTEINS	782752	09/14/2015	MERCHANDISE	609-49751-252	466.50
VINOPIA, INC	0132083-IN	09/14/2015	MERCHANDISE	609-49751-253	448.00
WIRTZ BEVERAGE MN WINE	1080365306	09/02/2015	MERCHANDISE	609-49751-253	128.00
SOUTHERN WINE & SPIRITS O	1318527	08/25/2015	MERCHANDISE	609-49751-253	1,378.00
SOUTHERN WINE & SPIRITS O	1323335	09/14/2015	MERCHANDISE	609-49751-253	1,286.35
PHILLIPS WINE & SPIRITS	2841527	09/02/2015	MERCHANDISE	609-49751-253	1,160.90
BELLBOY CORP	49874700	09/11/2015	MERCHANDISE	609-49751-253	68.00
JOHNSON BROS.	5243515	09/01/2015	MERCHANDISE	609-49751-253	1,186.55
JOHNSON BROS.	5243516	09/01/2015	MERCHANDISE	609-49751-253	47.95
JOHNSON BROS.	5248958	09/14/2015	MERCHANDISE	609-49751-253	679.50
WINE MERCHANTS	7044282	09/02/2015	MERCHANDISE	609-49751-253	84.00
VINOPIA, INC	0132083-IN	09/14/2015	MERCHANDISE	609-49751-254	112.00
COCA-COLA BOTTLING COMP	0468503020	09/14/2015	MERCHANDISE	609-49751-254	430.92
WIRTZ BEVERAGE MN WINE	1080365306	09/02/2015	MERCHANDISE	609-49751-254	51.00
AH HERMEL COMPANY	528464	09/11/2015	MERCHANDISE	609-49751-254	34.80
AMERICAN BOTTLING CO	5459350208	09/11/2015	MERCHANDISE	609-49751-254	396.64
BEVERAGE WHOLESALERS	566180	09/11/2015	MERCHANDISE	609-49751-254	75.00
AH HERMEL COMPANY	528464	09/11/2015	MERCHANDISE	609-49751-256	192.75
BELLBOY CORP	6583900	09/11/2015	MERCHANDISE	609-49751-256	57.70
DOLL DISTRIBUTING, LLC	449992	09/14/2015	MERCHANDISE	609-49751-259	65.30
DOLL DISTRIBUTING, LLC	458513	09/21/2015	MERCHANDISE	609-49751-259	19.55
DOLL DISTRIBUTING, LLC	462713	09/29/2015	MERCHANDISE	609-49751-259	106.75
BEVERAGE WHOLESALERS	567166	09/11/2015	MERCHANDISE	609-49751-259	16.80
BEVERAGE WHOLESALERS	568179	09/21/2015	MERCHANDISE	609-49751-259	16.80
ADVERTISING PRODUCTS	16237	09/21/2015	ADVERTISING	609-49751-261	723.62
BELLBOY CORP	92618000	09/11/2015	MERCHANDISE	609-49751-261	97.00
JOE AUDETTE	20150925	09/25/2015	EXPENSE-WIRTZ VENDOR SH	609-49751-331	171.92
VINOPIA, INC	0132083-IN	09/14/2015	MERCHANDISE	609-49751-333	21.00
WIRTZ BEVERAGE MN WINE	1080365306	09/02/2015	MERCHANDISE	609-49751-333	141.50
SOUTHERN WINE & SPIRITS O	1318526	08/25/2015	MERCHANDISE	609-49751-333	13.00
SOUTHERN WINE & SPIRITS O	1318527	08/25/2015	MERCHANDISE	609-49751-333	30.00
SOUTHERN WINE & SPIRITS O	1323334	09/14/2015	MERCHANDISE	609-49751-333	74.60
SOUTHERN WINE & SPIRITS O	1323335	09/14/2015	MERCHANDISE	609-49751-333	34.00
PHILLIPS WINE & SPIRITS	2841526	09/02/2015	MERCHANDISE	609-49751-333	67.20
PHILLIPS WINE & SPIRITS	2841527	09/02/2015	MERCHANDISE	609-49751-333	37.10
PHILLIPS WINE & SPIRITS	2845139	09/14/2015	MERCHANDISE	609-49751-333	1.60
BELLBOY CORP	49874700	09/11/2015	MERCHANDISE	609-49751-333	39.00
JOHNSON BROS.	5243514	09/01/2015	MERCHANDISE	609-49751-333	10.00
JOHNSON BROS.	5243515	09/01/2015	MERCHANDISE	609-49751-333	35.90
JOHNSON BROS.	5248957	09/14/2015	MERCHANDISE	609-49751-333	80.20
JOHNSON BROS.	5248958	09/14/2015	MERCHANDISE	609-49751-333	26.70
AH HERMEL COMPANY	528464	09/11/2015	MERCHANDISE	609-49751-333	3.90
WINE MERCHANTS	7044282	09/02/2015	MERCHANDISE	609-49751-333	1.60
BELLBOY CORP	92618000	09/11/2015	MERCHANDISE	609-49751-333	4.40
WINDOM AREA CHAMBER OF	1215	09/25/2015	ADVERTISING - COUPON BOO	609-49751-340	130.00
WINDOM THEATER, INC.	16	09/25/2015	ADVERTISING - MERCHANT M	609-49751-340	50.00
CITIZEN PUBLISHING CO	20150914	09/14/2015	ADVERTISING -	609-49751-340	1,185.00
KDOM RADIO	KDOM0229150836988	09/14/2015	ADVERTISING -RIVER BEND LI	609-49751-340	441.00
MN ENERGY RESOURCES	20150925	09/25/2015	HEATING #4290426-8 RIVER B	609-49751-383	52.90
HOMETOWN SANITATION SE	0000144018	09/14/2015	GARBAGE SERVICE - RIVER BE	609-49751-384	48.00
CARLSON & STEWART REFRIG	32579	09/14/2015	MAINTENANCE	609-49751-404	482.20
BANK MIDWEST	20150928RKOEP	09/28/2015	NSF-RYAN KOEP	609-49751-480	44.20
				Activity 49751 - Liquor Store Total:	89,851.20
				Fund 609 - LIQUOR STORE Total:	89,851.20

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 614 - TELECOM					
JEANETTE MORRISON	20150915	09/15/2015	REFUND - CABLE	614-11500	115.89
BRENDA FLATGARD	20150917	09/17/2015	REFUND - STATEMENT CREDI	614-11500	130.54
IDABETH AMUNDSON	20150917	09/17/2015	REFUND - STATEMENT CREDI	614-11500	25.81
AMBER MANSFIELD	20150917	09/17/2015	REFUND - STATEMENT CREDI	614-11500	15.50
ELECTRIC FUND	20150917	09/17/2015	MONTHLY TRANSFERS	614-11500	671.06
ELECTRIC FUND	20150923	09/23/2015	MONTHLY TRANSFERS-EXTRA	614-11500	7.95
BANK MIDWEST	20150929A	09/29/2015	NSF-EMMA NORLAND-TELEC	614-11500	23.54
INTERNAL REVENUE SERVICE	20150930	09/30/2015	EXCISE TAX POSTING SEPT 20	614-20201	887.57
ADVANTAGE COLLECTION PR	20150915	09/15/2015	PAYMENT #3796	614-38299	54.57
					1,932.43
Activity: 49870 - Telecom					
NCPERS MINNESOTA	20150929	09/29/2015	INSURANCE #844600	614-49870-133	64.00
INDOFF, INC	2675239	09/01/2015	PAPER	614-49870-200	117.50
NEW STAR SALES & SERVICE	44674	09/23/2015	SUPPLIES	614-49870-200	37.41
CAMPUS CLEANERS	09-010320	09/16/2015	SERVICE	614-49870-211	21.33
LOCATORS & SUPPLIES, INC	0238064-IN	09/02/2015	SUPPLIES	614-49870-217	198.26
CALIX	1124528	09/09/2015	DISTRIBUTOR MAINT	614-49870-227	364.63
POWER PRODUCT SERVICES, I	117907	09/23/2015	PARTIAL BILL TO NEW ULM	614-49870-227	3,817.00
TRI-STATE BATTERY CO	1912902013509	09/16/2015	MAINTENANCE	614-49870-227	287.84
NATIONAL CABLE TV COOP	SI-459362	09/23/2015	MAINTENANCE	614-49870-227	169.68
NATIONAL CABLE TV COOP	SI-460065	09/29/2015	HEADEND	614-49870-227	415.85
RUSHMORE INDUSTRIES, INC	20150929	09/29/2015	FREIGHT - LOCATE EQUIPMEN	614-49870-240	9.75
FINLEY ENGINEERING	07-17410 #3	09/23/2015	#07-17410 #3 AUG 2015	614-49870-303	2,212.51
MN DEPT OF COMMERCE	1000033001	09/14/2015	CITY OF WINDOM #6412 2ND	614-49870-304	212.46
OLSEN THIELEN & CO.,LTD	23415	09/02/2015	SERVICE #23415 #947000	614-49870-304	239.00
INTERSTATE TRS FUND	82580709156	09/21/2015	ASSESSMENT FOR 499-A FILLI	614-49870-304	147.05
GOPHER STATE ONE CALL	145918	09/04/2015	LOCATES	614-49870-321	32.27
SOURCE ONE SOLUTIONS, LLC	5179A	09/14/2015	POSTAGE	614-49870-322	254.73
SOURCE ONE SOLUTIONS, LLC	5179	09/14/2015	UTILITY BILL - SERVICES	614-49870-326	1,856.72
MN ENERGY RESOURCES	20150923A	09/23/2015	HEATING #4098343-9 TELECO	614-49870-383	11.61
HOMETOWN SANITATION SE	0000144021	09/09/2015	GARBAGE SERVICE -TELECOM	614-49870-384	73.92
COLBERT'S SERVICES	3212	09/29/2015	NOC GENERATOR	614-49870-402	169.15
WINDOM AUTO VALU	20150922	09/22/2015	MAINTENANCE #3400540 -	614-49870-405	109.74
DEFRIES COLLISION CENTER	8471	09/29/2015	SERVICE	614-49870-405	25.00
GDF ENTERPRISES, INC	A8954	09/29/2015	MAINTENANCE	614-49870-406	587.81
NATIONAL CABLE TV COOP	15091012	09/30/2015	SUBSCRIBER	614-49870-442	85,667.14
HUBBARD BROADCASTING IN	20150914	09/14/2015	SUBSCRIBER	614-49870-442	6,300.00
CBS TELEVISION STATIONS	20150914	09/14/2015	SUBSCRIBER	614-49870-442	4,526.40
UNITED COMMUNICATIONS C	20150914	09/14/2015	SUBSCRIBER	614-49870-442	707.25
YOUNG BROADCASTING LLC	20150914	09/14/2015	SUBSCRIBER	614-49870-442	5,375.10
DISH NETWORK	20150916	09/16/2015	SERVICE #8255-2900-1001-18	614-49870-442	3,400.00
CONSOLIDATED COMMUNICA	20150916	09/16/2015	SERVICE	614-49870-442	3,152.81
TOWER DISTRIBUTION COMP	459258	09/14/2015	SUBSCRIBER	614-49870-442	537.58
TEGNA	502-1080	09/14/2015	SUBSCRIBER	614-49870-442	4,865.88
ADARA TECHNOLOGIES INC	AP100223CW-23	09/09/2015	SERVICE 9-1-15 TO 11-30-15-S	614-49870-442	10,500.00
FOX TELEVISION STATIONS, IN	AUG-15	09/14/2015	SUBSCRIBER	614-49870-442	5,092.20
FOX SPORTS	J52381	09/14/2015	SUBSCRIBER	614-49870-442	18,962.71
BTN - BIG TEN NETWORK	J53630	09/11/2015	SUBSCRIBER	614-49870-442	4,009.85
UNIVERSAL SERVICE ADMIN C	UBDI0000796081	09/29/2015	499A CONTRIBUTION	614-49870-443	1,461.48
ONVOY VOICE SERVICES	150902008508	09/09/2015	SERVICE - SWITCH FEES	614-49870-445	1,425.82
CONSOLIDATED COMMUNICA	20150916	09/16/2015	SERVICE	614-49870-447	266.93
GOLDEN WEST TECH & INT SO	150800409	09/30/2015	SERVICE	614-49870-448	425.08
JEREMY ROLFES	20150916	09/16/2015	EXPENSE - INTERNET	614-49870-448	52.94
ONVOY VOICE SERVICES	150902009022	09/09/2015	SERVICE - CALL COMPLETION	614-49870-451	4,361.75
CENTURY LINK	20150929	09/16/2015	SERVICE #507-831-1075-104	614-49870-451	74.77
JOHN SCHOLL	20150925	09/25/2015	REFUND - STATEMENT CREDI	614-49870-480	52.36
BANK MIDWEST	20150928JKING	09/28/2015	NSF-JASON KING	614-49870-480	37.41

Expense Approval Report

Payment Dates: 9/10/2015 - 9/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BANK MIDWEST	20150928JKING	09/28/2015	NSF-JASON KING	614-49870-480	72.83
				Activity 49870 - Telecom Total:	172,763.55
				Fund 614 - TELECOM Total:	174,695.98

Fund: 615 - ARENA

BECKER ARENA PRODUCTS, IN	20150923	09/23/2015	RINK BOARDS - PARTIAL PAY	615-16200	40,000.00
					40,000.00

Activity: 49850 - Arena

NCPERS MINNESOTA	20150929	09/29/2015	INSURANCE #844600	615-49850-133	32.00
CONTINENTAL RESEACH COR	425056-CRC-1	09/11/2015	SUPPLIES	615-49850-211	392.08
GINO'S FLOOR SANDING & RE	2126	09/25/2015	MAINTENANCE-	615-49850-215	224.52
MRPA	20150929	09/29/2015	REGISTRATION-AL BALOUN	615-49850-308	140.00
MN ENERGY RESOURCES	20150922D	09/22/2015	HEATING #4070858-8 ARENA	615-49850-383	153.26
HOMETOWN SANITATION SE	0000144022	09/04/2015	GARBAGE SERVICE - ARENA	615-49850-384	130.88
WINDOM PAINTING	20150915	09/15/2015	MAINTENANCE	615-49850-402	68.95
WINDOM AUTO VALU	20150922	09/22/2015	MAINTENANCE #3400540 -	615-49850-404	7.56
DEFRIES COLLISION CENTER	8409	09/14/2015	MAINTENANCE-ACCIDENT RE	615-49850-404	358.21
FULDA AUTO SERVICE LLC	20150922	09/22/2015	ARENA PICUP REPAIR	615-49850-405	728.70
O'REILLY AUTOMOTIVE, INC	20150923	09/23/2015	MAINTENANCE - ARENA	615-49850-405	69.33
CARQUEST AUTO PARTS STOR	20150915	09/15/2015	MAINTENANCE - ARENA REP-	615-49850-406	37.50
RON'S ELECTRIC INC	131311	09/14/2015	BREAKER REPLACEMENT	615-49850-409	56.00
				Activity 49850 - Arena Total:	2,398.99
				Fund 615 - ARENA Total:	42,398.99

Fund: 617 - M/P CENTER**Activity: 49860 - M/P Center**

NCPERS MINNESOTA	20150929	09/29/2015	INSURANCE #844600	617-49860-133	48.00
COLE PAPERS INC.	9131166	09/21/2015	SUPPLIES	617-49860-211	34.28
BRAD BUSSA	20150911	09/11/2015	EXPENSE - MILEAGE	617-49860-331	35.65
MN ENERGY RESOURCES	20150921	09/21/2015	HEATING #4271541-7 COMM	617-49860-383	102.46
A-1 CONTRETE GRINDING &	2200	09/16/2015	MAINTENANCE	617-49860-402	1,000.00
HEARTLAND PAPER COMPAN	184683-0	09/14/2015	MAINTENANCE	617-49860-404	208.65
				Activity 49860 - M/P Center Total:	1,429.04
				Fund 617 - M/P CENTER Total:	1,429.04

Fund: 700 - PAYROLL

Internal Revenue Service-Payr	INV0000639	09/18/2015	Federal Tax Withholding	700-21701	10,690.12
Minnesota Department of Re	INV0000638	09/18/2015	State Withholding	700-21702	4,384.33
Internal Revenue Service-Payr	INV0000640	09/18/2015	Social Security	700-21703	11,726.86
MN Pera	INV0000630	09/18/2015	PERA	700-21704	12,254.72
MN Pera	INV0000631	09/18/2015	PERA	700-21704	5,451.33
MN Pera	INV0000632	09/18/2015	PERA	700-21704	621.86
MN Pera	INV0000633	09/18/2015	PERA	700-21704	415.00
Minnesota State Deferred	INV0000634	09/18/2015	Deferred Compensation	700-21705	4,275.00
Minnesota State Deferred	INV0000635	09/18/2015	Deferred Roth	700-21705	875.00
LOCAL UNION #949	20150916	09/16/2015	UNION DUES	700-21707	1,707.68
LAW ENFORCMENT LABOR SE	20150916	09/16/2015	UNION DUES	700-21708	315.01
COLLECTION SERVICES CENTE	20150901	09/01/2015	#CDDM013726	700-21709	930.23
MN Child Support Payment C	INV0000636	09/18/2015	Child Support Payment	700-21709	407.47
Internal Revenue Service-Payr	INV0000637	09/18/2015	Medicare Withholding	700-21711	3,320.78
SELECTACCOUNT	20150915	09/15/2015	FLEX SPENDING	700-21712	911.64
SELECTACCOUNT	20150930	09/30/2015	FLEX SPENDING	700-21712	367.96
COLONIAL LIFE INSURANCE	8182644-0912454	09/11/2015	BCN E8182644 INSURANCE	700-21714	8.82
AFLAC	856067	09/21/2015	INSURANCE #OEQP3	700-21715	204.00
AFLAC	856067	09/21/2015	INSURANCE #OEQP3	700-21716	389.97
MN BENEFIT ASSOCIATION	20150917	09/17/2015	INSURANCE	700-21717	159.65
NCPERS MINNESOTA	20150929	09/29/2015	INSURANCE #844600	700-21718	16.00
MN BENEFIT ASSOCIATION	20150917	09/17/2015	INSURANCE	700-21719	118.37

Expense Approval Report

Payment Dates: 9/10/2015 - 9/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MII LIFE	20150914	09/14/2015	VEBA	700-21720	9,951.26
					<u>69,503.06</u>
				Fund 700 - PAYROLL Total:	69,503.06
				Grand Total:	<u><u>1,269,816.74</u></u>

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	25,899.88
211 - LIBRARY	1,701.19
225 - AIRPORT	8,559.81
230 - POOL	222.35
235 - AMBULANCE	4,678.63
250 - EDA GENERAL	2,566.19
254 - NORTH IND PARK	300.00
273 - TIF 1-17 NWIP I	10,220.00
306 - 2013 STREET IMPROVEMENT	125,762.71
401 - GENERAL CAPITAL PROJECTS	175.00
601 - WATER	70,518.87
602 - SEWER	68,234.19
604 - ELECTRIC	573,099.64
609 - LIQUOR STORE	89,851.21
614 - TELECOM	174,695.98
615 - ARENA	42,398.99
617 - M/P CENTER	1,429.04
700 - PAYROLL	69,503.06
Grand Total:	1,269,816.74

Account Summary

Account Number	Account Name	Payment Amount
100-32210	Building Permit - City	112.25
100-41110-350	Printing & Design	101.00
100-41110-491	Payments to Other Orga	3,150.83
100-41310-133	Employer Paid Insurance	80.00
100-41310-200	Office Supplies	444.63
100-41310-217	Other Operating Supplie	159.21
100-41310-308	Training & Registrations	21.48
100-41310-331	Travel Expense	78.20
100-41310-480	Other Miscellaneous	70.00
100-41910-133	Employer Paid Insurance	24.00
100-41910-200	Office Supplies	141.09
100-41910-326	Data Processing	22.51
100-41940-383	Gas Utility	3.91
100-41940-384	Refuse Disposal	85.04
100-42120-133	Employer Paid Insurance	160.00
100-42120-200	Office Supplies	195.27
100-42120-212	Motor Fuels	21.76
100-42120-305	Medical & Dental Fees	40.00
100-42120-308	Training & Registrations	590.00
100-42120-321	Telephone	93.75
100-42120-323	Radio Units	222.00
100-42120-326	Data Processing	433.00
100-42120-405	Repairs & Maint - Vehicl	14.30
100-42120-419	Vehicle Lease	1,789.01
100-42220-200	Office Supplies	60.00
100-42220-215	Materials & Equipment	477.45
100-42220-321	Telephone	21.14
100-42220-326	Data Processing	10.02
100-42220-439	Special Projects	12,619.52
100-42220-480	Other Miscellaneous	83.35
100-42700-300	Charges for Services	92.00
100-43100-133	Employer Paid Insurance	80.00
100-43100-217	Other Operating Supplie	530.00
100-43100-224	Street Maint Materials	514.08
100-43100-225	Landscaping Materials	10.00

Account Summary

Account Number	Account Name	Payment Amount
100-43100-383	Gas Utility	41.03
100-43100-384	Refuse Disposal	130.85
100-43100-402	Repairs & Maint - Struct	265.00
100-43100-404	Repairs & Maint - M&E	524.49
100-43100-480	Other Miscellaneous	100.00
100-43210-307	Management Fees	344.38
100-45120-217	Other Operating Supplie	140.00
100-45120-340	Advertising & Promotion	391.50
100-45202-133	Employer Paid Insurance	16.00
100-45202-211	Cleaning Supplies	700.99
100-45202-384	Refuse Disposal	159.40
100-45202-405	Repairs & Maint - Vehicl	406.89
100-45202-406	Repairs & Maint - Groun	128.55
211-45501-133	Employer Paid Insurance	16.00
211-45501-331	Travel Expense	78.78
211-45501-350	Printing & Design	105.00
211-45501-383	Gas Utility	80.39
211-45501-433	Dues & Subscriptions	25.00
211-45501-435	Books and Pamphlets	1,396.02
225-45127-402	Repairs & Maint - Struct	26.22
225-45127-404	Repairs & Maint - M&E	33.59
225-49950-500	Capital Outlay	8,500.00
230-45124-308	Training & Registrations	135.00
230-45124-384	Refuse Disposal	81.90
230-45124-404	Repairs & Maint - M&E	5.45
235-34205	Ambulance Revenues -	378.26
235-42153-217	Other Operating Supplie	251.01
235-42153-218	Uniforms	238.02
235-42153-308	Training & Registrations	184.25
235-42153-312	Nursing	845.65
235-42153-321	Telephone	123.49
235-42153-323	Radio Units	100.00
235-42153-326	Data Processing	1,198.50
235-42153-331	Travel Expense	217.81
235-42153-334	Meals/Lodging	292.23
235-42153-350	Printing & Design	49.08
235-42153-405	Repairs & Maint - Vehicl	800.33
250-46520-133	Employer Paid Insurance	24.00
250-46520-200	Office Supplies	171.49
250-46520-303	Engineering and Surveyi	1,258.40
250-46520-331	Travel Expense	205.20
250-46520-350	Printing & Design	862.10
250-46520-433	Dues & Subscriptions	45.00
254-46520-406	Repairs & Maint - Groun	300.00
273-46530-303	Engineering and Surveyi	9,760.00
273-46530-592	TIF Site Imprpvements	460.00
306-49950-500	Capital Outlay	125,762.71
401-49950-503	Capital Outlay - Streets	175.00
601-14200	Inventory	594.17
601-16300	Improvements Other Th	46,894.57
601-16400	Machinery & Equipment	1,929.55
601-49400-133	Employer Paid Insurance	40.00
601-49400-200	Office Supplies	117.50
601-49400-216	Chemicals and Chemical	9,580.48
601-49400-310	Lab Testing	56.25
601-49400-321	Telephone	32.26
601-49400-322	Postage	254.73
601-49400-326	Data Processing	848.78

Account Summary

Account Number	Account Name	Payment Amount
601-49400-383	Gas Utility	421.47
601-49400-384	Refuse Disposal	85.04
601-49400-386	Landfill	2,996.58
601-49400-404	Repairs & Maint - M&E	695.35
601-49400-408	Repairs & Maint - Distrib	950.57
601-49400-409	Repairs & Maint - Utilitie	1,765.57
601-49400-443	Intergovernmental Fees	3,256.00
602-16300	Improvements Other Th	40,499.86
602-16460	Furniture & Fixtures	19,253.59
602-49450-133	Employer Paid Insurance	56.00
602-49450-200	Office Supplies	117.50
602-49450-211	Cleaning Supplies	45.00
602-49450-212	Motor Fuels	100.48
602-49450-216	Chemicals and Chemical	655.50
602-49450-310	Lab Testing	2,201.80
602-49450-321	Telephone	32.26
602-49450-322	Postage	254.73
602-49450-326	Data Processing	848.78
602-49450-383	Gas Utility	45.09
602-49450-404	Repairs & Maint - M&E	2,093.50
602-49450-409	Repairs & Maint - Utilitie	1,765.58
602-49450-439	Special Projects	264.52
604-10400	Investments - Current	250,000.00
604-14200	Inventory	143.81
604-16300	Improvements Other Th	342.17
604-22000	Prepayments	1,200.00
604-49550-133	Employer Paid Insurance	96.00
604-49550-200	Office Supplies	117.50
604-49550-217	Other Operating Supplie	-178.56
604-49550-218	Uniforms	602.28
604-49550-263	Merchandise for Resale	307,372.09
604-49550-321	Telephone	32.26
604-49550-322	Postage	254.73
604-49550-326	Data Processing	1,750.62
604-49550-383	Gas Utility	41.95
604-49550-384	Refuse Disposal	84.75
604-49550-404	Repairs & Maint - M&E	698.19
604-49550-405	Repairs & Maint - Vehicl	13.47
604-49550-406	Repairs & Maint - Groun	210.05
604-49550-408	Repairs & Maint - Distrib	280.49
604-49550-409	Repairs & Maint - Utilitie	464.56
604-49550-433	Dues & Subscriptions	239.70
604-49550-450	Conservation	8,992.64
604-49550-480	Other Miscellaneous	340.94
609-49751-133	Employer Paid Insurance	16.00
609-49751-200	Office Supplies	284.09
609-49751-217	Other Operating Supplie	5,495.18
609-49751-251	Liquor	21,116.98
609-49751-252	Beer	50,847.25
609-49751-253	Wine	6,467.29
609-49751-254	Soft Drinks & Mix	1,100.38
609-49751-256	Tobacco Products	250.43
609-49751-259	Non- Alcholic	225.20
609-49751-261	Other Merchandise	820.71
609-49751-331	Travel Expense	171.92
609-49751-333	Freight and Express	622.26
609-49751-340	Advertising & Promotion	1,806.00
609-49751-383	Gas Utility	52.93

Account Summary

Account Number	Account Name	Payment Amount
609-49751-384	Refuse Disposal	48.06
609-49751-404	Repairs & Maint - M&E	482.25
609-49751-480	Other Miscellaneous	44.28
614-11500	Accounts Receivable	990.29
614-20201	Excise Tax Payable	887.57
614-38299	Cable Other Income	54.57
614-49870-133	Employer Paid Insurance	64.00
614-49870-200	Office Supplies	154.91
614-49870-211	Cleaning Supplies	21.33
614-49870-217	Other Operating Supplie	198.26
614-49870-227	Utility System Maint Sup	5,055.00
614-49870-240	Equipment	9.75
614-49870-303	Engineering and Surveyi	2,212.51
614-49870-304	Legal Fees	598.51
614-49870-321	Telephone	32.27
614-49870-322	Postage	254.73
614-49870-326	Data Processing	1,856.72
614-49870-383	Gas Utility	11.61
614-49870-384	Refuse Disposal	73.92
614-49870-402	Repairs & Maint - Struct	169.15
614-49870-405	Repairs & Maint - Vehicl	134.74
614-49870-406	Repairs & Maint - Groun	587.81
614-49870-442	Subscriber Fees	153,096.92
614-49870-443	Intergovernmental Fees	1,461.48
614-49870-445	Switch Fees	1,425.82
614-49870-447	Internet Expense	266.93
614-49870-448	On-Call Support	478.02
614-49870-451	Call Completion	4,436.56
614-49870-480	Other Miscellaneous	162.60
615-16200	Buildings	40,000.00
615-49850-133	Employer Paid Insurance	32.00
615-49850-211	Cleaning Supplies	392.08
615-49850-215	Materials & Equipment	224.52
615-49850-308	Training & Registrations	140.00
615-49850-383	Gas Utility	153.26
615-49850-384	Refuse Disposal	130.88
615-49850-402	Repairs & Maint - Struct	68.95
615-49850-404	Repairs & Maint - M&E	365.77
615-49850-405	Repairs & Maint - Vehicl	798.03
615-49850-406	Repairs & Maint - Groun	37.50
615-49850-409	Repairs & Maint - Utilitie	56.00
617-49860-133	Employer Paid Insurance	48.00
617-49860-211	Cleaning Supplies	34.28
617-49860-331	Travel Expense	35.65
617-49860-383	Gas Utility	102.46
617-49860-402	Repairs & Maint - Struct	1,000.00
617-49860-404	Repairs & Maint - M&E	208.65
700-21701	Federal Withholding	10,690.12
700-21702	State Withholding	4,384.33
700-21703	FICA Tax Withholding	11,726.86
700-21704	PERA Contributions	18,742.91
700-21705	Retirement	5,150.00
700-21707	Union Dues	1,707.68
700-21708	PD Union Dues	315.01
700-21709	Wage Levy	1,337.70
700-21711	Medicare Tax Withholdi	3,320.78
700-21712	Flex Account	1,279.60
700-21714	Individual Insurance-Col	8.82

Account Summary

Account Number	Account Name	Payment Amount
700-21715	Individual Insurance-Afla	204.00
700-21716	Individual Insurance-Afla	389.97
700-21717	Individual Insurance-MB	159.65
700-21718	Individual Insurance-NC	16.00
700-21719	Individual Insurance-MB	118.37
700-21720	VEBA Contributions	<u>9,951.26</u>
	Grand Total:	1,269,816.74

Project Account Summary

Project Account Key	Payment Amount
None	<u>1,269,816.74</u>
Grand Total:	1,269,816.74

9/30/15