

Council Meeting
Tuesday, April 5, 2016
City Council Chambers
7:30 p.m.
AGENDA



Call to Order
Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes–March 15 & 22, 2016
2. Consent Agenda
 - Minutes
 - Telecom Commission – March 14, 2016
 - Economic Development Commission – March 14, 2016
 - Utility Commission – March 23, 2016
3. Department Heads
4. Public Hearing – Modification of Tax Increment Financing District No 1-19 (NWIP)
 - Resolution Modifying TIF District No. 1-19 (NWIP-2)
 - Resolution Authorizing Additional Interfund Loan
5. TIF 1-20
 - Resolution – Substandard Building
 - Resolution Calling for a Public Hearing
6. Proclamation National Library Week
7. Street Department Items
 - 2016 Street Seal Coat Project
 - Engineering Services – 2017 Street Project
8. Bureau of Criminal Apprehension Agreements
 - Joint Powers Agreement Authorized Agency
 - Court Data Services Subscriber Amendment to CJDN Subscriber Agreement
9. Windom Area School District Partnership Agreement
10. New Business
11. Old Business
 - MnDot Construction Update
12. Regular Bills
13. Council Concerns
14. Adjourn

Meeting Reminders

2016 Board of Appeal and Equalization Meeting Scheduled for Tuesday May 10th at 4:30 p.m.

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**Regular Council Meeting
Windom City Hall, Council Chamber
March 15, 2016
6:15 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Corey Maricle at 6:15 p.m.

2. Roll Call: Mayor:

Corey Maricle

Council Present:

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

Absent:

None

Student Representative:

Morgan Lechuga

City Staff Present:

Steve Nasby, City Administrator; Scott Peterson, Police Chief; Bruce Caldwell, Streets & Parks Superintendent; Al Baloun, Recreation Director, Jeff Dahna, Windomnet General Manger; Jim Kartes, Building Official; Brent Brown, Electric Utility Manager; Dan Ortman, Fire Chief and Tim Hacker, Ambulance Director

3. EDA Executive Director Interview – Drew Hage:

Maricle said the EDA hiring committee had reviewed the 12 applications that were received and had selected candidates to interview. That committee forwarded Drew Hage as a candidate to the City Council. Maricle noted that questions had been prepared by the City Administrator for the interview and asked that the Council feel free to ask follow-up questions as the interview proceeds.

Drew Hage introduced himself and provided a brief background of his education and professional experience. The City Council conducted the interview with Mr. Hage.

The interview concluded and the City Council indicated that they would be making a decision on hiring later this evening as it is an item on the agenda. They thanked Mr. Hage for his interest in the position and interviewing.

Maricle recessed the meeting at 6:54 pm.

Maricle reconvened the meeting at 7:30 pm.

4. Pledge of Allegiance

5. Approval of Minutes:

Motion by Joyce second by Jones to approve the City Council minutes from March 1, 2016. Motion carried 5 – 0.

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6. Consent Agenda:

Maricle noted the minutes from the following Boards and Commissions.

- Tree Committee – March 2, 2016
- Planning & Zoning Commission – March 8, 2016
- Library Board – March 8, 2016

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

Maricle noted the cigarette license application from Freedom Super Value Center.

Motion by Cooley second by Joyce to approve the cigarette license for Freedom Super Value Center. Motion carried 3 – 0 (Jones and Ray absent).

7. Department Heads:

None.

8. Final Plat – Prairie Meadow Subdivision Resolution:

Jim Kartes, Building Official, said that the final plat for Prairie Meadows Subdivision is up for consideration. The Planning and Zoning Commission has recommended it for approval as it meets all of the criteria.

Council member Jones introduced the Resolution No. 2016-15, entitled “A RESOLUTION APPROVING THE FINAL PLAT OF PRAIRIE MEADOW SUBDIVISION” and moved its adoption. The resolution was seconded by Johnson and on roll call vote: Aye: Johnson, Jones, Joyce, Ray and Cooley. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

9. League of Minnesota Cities Insurance Trust (LMCIT) Renewal:

Ken Hoffman, Bank Midwest, said that he is the agent for the LMCIT insurance policy for the City. The cost for the property and casualty coverage went down this year, but some other coverage such as workers compensation went up; however, there was a slight overall decrease in cost to the City. The worker’s compensation experience is good. He noted that the coverage for the municipal power plant is from Traveler’s insurance as the LMCIT does not provide that coverage, and that policy did see an increase in cost. The LMCIT coverage also includes miscellaneous bonds. Hoffman said there is an option to increase coverage for data security and with the City having the telecommunications department that would be a good option to consider. He said the City also has the option of waiving the tort limit and purchasing excess liability coverage, neither of which the City has done in the past few years.

Jones said that the data breach extra coverage is worthwhile.

Motion by Jones second by Johnson to approve the LMCIT policy renewal as presented, add the additional data breach coverage, not waive the tort limit and decline the excess liability coverage. Motion carried 5 – 0.

10. Emergency Services Facility – Approve Plans and Specifications for Bidding:

Dan Ortman, Fire Chief and Corey Brunton, Brunton Architects, said they are requesting approval of the plans and specifications so the project can proceed to bidding. Brunton said the Building Committee had put in many hours of work on the plans and they are focused on functional use.

Jones said the project cost and needed funding of \$3.65 million is a difficult decision for the Council. He asked about the architect fees and if there were additional costs to bid the project as there is a \$12,500 charge for bidding\negotiation. Brunton replied that there would be some expense with bidding as he or the engineers would be spending time with the bidders answering their questions about the project and for contract work after the bid is awarded.

Jones said that there is public critics of the proposed cost of \$4.5 million and if the City Council has a funding plan. Plan A is to get State bonding funds and the \$10,000 for lobbying is money well spent in pursuit of those funds as this project is the Council's number one priority. Without State bonding funds will we be able to afford the needed financing for Plan B. We need to do what we can to get State bonding funds which lowers the cost for everyone. He would want to wait until the City has a better idea on State bonding before proceeding. The idea that we just need a shed for trucks is inaccurate and this will house emergency services and we need to do what is right for the community. There is a need to discuss other building types, but getting State bonding funds is key. There are other City projects that need to be done as well and the dedication of resources for these projects is part of the decision he will be making. If all the City's bonding capacity is used up for this project what happens to the arena and pool. He disagrees with the comments about taxation without representation as there are spots on the building committee and the plans were discussed with the fire district members where there was consensus on \$30,000 maximum payment. Citizens have had opportunities for input and to attend meetings. The Council needs to build relationships with hospital and others to inform. The building committee has done their work and given plans and a recommendation, but what is their position on the project if no State funds are received. EMTs, fire fighters and Police all do a great job and this building is not a palace. We need to fight for the State money and wants to see where that is before proceeding on the project along with identifying alternatives.

Joyce said that he concurs with Jones on the need for the State bonding funds and proceeding with caution. He asked what would happen if the project is held until the legislature adjourns on May 23. Brunton said that his office would communicate with prospective bidders and could be pushed to a later date. Joyce noted the Building Committee has done their due diligence and work to get the project to this point. He is in favor of waiting until the State bonding funding decision is made.

Ortman said the Building Committee is asking to bid the project so the actual costs are known. Brunton added that the Council can take this step but does not have to award a bid.

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Nasby said the proposed bid date is currently April 13 with a consideration of bid award on June 7. He noted that the question the Council was asking is if there are consequences of waiting until later to bid the project. Brunton said that time is money so he anticipates each month bidding is delayed will increase costs by \$50,000.

Jones said that getting into winter work is what really raises costs, but we need to push the legislators on the State bonding. He added that many citizens still have project questions.

Joyce said more citizen input is better as the understanding of the project grows so does the support. The Council needs to outline specifically Plan A and Plan B funding options.

Cooley said if there is a 60 day delay then the Plan B funding could be held by the Council and decided.

Jones agreed, but noted that the project needs to be affordable and may be a different type of project should be looked at. It is not too late for the Council to make the right decision.

Joyce said it is important to have funding Plan B set now in case State funds are not received.

Cooley said he is hopeful for the State bonding money, but the Governor's removal of our project from his list was a set-back. We need this State money to make the project as affordable as possible.

Maricle said that he thought the Council had already discussed funding Plan B in November 2015 which was to be a combination of electric fund transfer, liquor fund transfer, hospital fund transfer, fire district and fees collected through the utility bills. He noted that no one has spoken to him negatively about the proposed project.

Joyce said he feels there is a lack of information and questions about the project and many people are misinformed. It is hard to tell the public that there will be additional fees when there have been rate increases for electric, telecom and sewer. The information about why the site was selected, building type research and sites toured is not evident to the public. The Council also has to continue discussions with the hospital and we are not there yet.

Ray concurred with the Mayor that funding Plan B had been discussed and the potential resources identified.

Cooley said he too thought the funding for Plan B was generally agreed to by the Council.

Maricle said the meeting with the fire district members in January was good and the agreement there was for 15% of the project cost to a maximum of \$30,000 annually.

Jones said that the Windom residents do not have their contribution capped so that is an issue. He also does not want to exhaust the City's bonding capacity on this one project as there are others the City needs to address. He said the local option sales tax is still on the table, but noted this is a public vote and up to the residents to approve or not. The sales tax would help collect money from people passing through town so not all the cost burden is on City residents.

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Joyce said the anticipated annual debt service is about \$234,000 per year with the identified resources of the electric fund transfer, liquor fund transfer, hospital fund transfer, fire district and fees collected through the utility bills.

Cooley said that very few people have contacted him about the project or the funding. He noted that this project has been discussed many times and we have answers to questions if asked. There were only 2 people at Coffee with Council last time.

Ortman said that many hours were spent by the Building Committee in meetings that were open to the public, two public input events were already held, the fire district meeting was held with the City Council and Building Committee members are always available for questions. He said that at the Farm & Home show there were many positive interactions with people regarding the project. He feels this is a really good plan and it focuses on safety and functionality, there is nothing fancy in the building. The walls are concrete and the floors concrete that are not even painted. The time is now to move ahead so why table for a month.

Joyce said that having the City Council come up with a firm Plan B is needed for this with consideration also to future projects. We need to work hard on the State bonding and he thinks the Council should hold a public forum too to solicit more public comments and provide additional information to those with questions,

Maricle asked that the Council set dates for any additional meetings now so this can move forward.

Jones said that the Council needs to have a firm Plan B as well and may be delay action for 45-60 days.

Ray asked if there would be fewer bidders if the project bid date is delayed. Brunton replied that the delay probably would not impact the number of bidders.

**Motion by Johnson second by Ray to table the decision on proceeding with bidding the Plans and Specifications for the Emergency Services Facility until April 19, 2016.
Motion carried 5 – 0.**

Consensus of the Council to set a Special Meeting for March 22, 2016 at 5:30 pm to discuss funding plans for the Emergency Services Building to be held at City Hall and to set a Special Meeting for April 4, 2016 at 6:30 to 8 pm for an open house at the Windom Community Center to provide public information on the Emergency Services Building.

Cooley said that as funding had been discussed and the hospital discussion had not been brought to a decision then why has the project proceeded to this point if there was not Council support.

Johnson said that the receipt of State bonding funds is key for his decision on moving ahead.

Jones said that financing is a Council issue and not a Building Committee issue so now the process is switching to the Council for action.

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Nasby noted that the funding options would be put on the April 19 agenda as that is when the plans and specs are up again and the Council will have had the April 4 public input.

11. Public Hearing – Capital Improvement Plan GO Bonds:

Motion by Johnson second by Ray to table the public hearing and resolution on the bonds until April 19, 2016. Motion carried 5 – 0.

12. Telecom Items:

Jeff Dahna, Windomnet General Manager, said that there was a Special Telecom Commission meeting on March 14 to discuss changes to the cable television system and to consider the upgrade to the telephone switch. The cable television item was tabled for a future meeting, but the Telecom Commission is recommending the purchase of items to upgrade the Meta-switch (telephone). There is a 10% discount if the order is placed now. The cost is \$96,000 and would be paid for through lower than budgeted personnel costs and increases in unbudgeted revenue for rack space rentals.

Jones asked if this is an amendment to the Capital Improvement Plan. Nasby replied that it is an amendment to that plan and to the 2016 budget.

Joyce noted this was discussed at Telecom Commission and supported as a needed upgrade.

Motion by Jones second by Joyce to amend the 2016 Capital Improvement Plan and 2016 budget to add the \$96,000 for the meta-switch upgrade. Motion carried 5 – 0.

13. Hiring Recommendations:

Nasby said that the item related to the hiring of an Assistant Liquor Store Manager does have an existing grievance filed by the union, but the Liquor Committee was still wanting the item to come to the Council for discussion.

Cooley said that he would want to wait until the grievance is settled before taking action.

Joyce asked about the timeline for the grievance that was filed. Nasby asked Glenn Lund, Union Steward, and both indicated that they hoped it would be resolved within 60 days.

Joyce said that the store has not had an Assistant Manager for several years so this could wait.

Jones said that waiting is an option and there is process and to follow, which he believes the City has followed. The question for the Council is to wait or not.

Ray said she is comfortable with waiting.

Johnson said that we could lose the job candidate if this is delayed.

Motion by Ray second by Cooley to table the decision on the Assistant Liquor Store Manger positon until the grievance is settled. Motion carried 5 – 0.

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Maricle said the next items include the compost manager and seasonal employees at the Street Dept. The recommendation is the hiring of Wayne Erickson as Compost Site Manager for \$10.25/hour as he has done this in 2014 and 2015.

Motion by Ray second by Johnson to hire Wayne Erickson as Compost Site Manager at \$10.25/hour. Motion carried 5 – 0.

Maricle said the recommendation from Streets & Parks is to hire Travis Janssen, Jack Mellstrom and Keith Anderson as seasonal, temporary employees at the pay rates shown.

Motion by Ray second by Joyce to hire Travis Janssen at \$11.00\hour; Jack Mellstrom at \$10.50/hour and Keith Anderson at \$10.50/hour as seasonal, temporary employees with the Streets & Parks Department. Motion carried 5 – 0.

Maricle said the last item relates to the EDA Executive Director interview that was conducted earlier this evening.

Joyce said that Hage did well in the interview, he is local and shows a great work ethic as is supportive of hiring him.

Cooley said that he knows Hage through his work at the Southwest Regional Development Commission and Hage gets good reviews from the other communities where he has done projects.

Ray said that she is confident Hage will do a good job for Windom and supports the hire.

Motion by Ray second by Cooley to offer the EDA Executive Director position to Drew Hage. Motion carried 5 – 0.

Nasby asked if the Council is in agreement with him negotiating employment terms and forwarding the result to the Council for approval. Consensus of Council to have Nasby negotiate terms.

14. Mari Harris – River City Eatery Donation to City Council:

Maricle said there are business cards showing all the City Council emails and the Coffee with Council schedule that were donated. He thanked Ms. Harris for the donation.

Council member Joyce introduced the Resolution No. 2016-16, entitled “AUTHORIZATION TO ACCEPT A DONATION FROM MARI HARRIS – RIVER CITY EATERY FOR THE WINDOM COUNCIL” and moved its adoption. The resolution was seconded by Ray and on roll call vote: Aye: Jones, Joyce, Ray, Cooley and Johnson. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

15. Windom Area School Partnership Agreement:

Nasby said this request for sponsorship funds was previously discussed a few months ago by the Telecom Commission which was supportive of a \$5,000 sponsorship as it is for

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advertising Windomnet. The Community Center Commission was approached for \$5,000 as well but they were not in support of the sponsorship.

Joyce said the Windomnet advertising is already on the scoreboard and approved the \$5,000.

Jones said that he is supportive of the whole \$10,000 and this could be done all through Windomnet and paid off in annual payments as there are payment options. The \$5,000 for this year is budgeted so that can be paid now.

Nasby said that there is a Telecom regular meeting schedule for March 28 so the item could be discussed with the whole board as to support the whole sponsorship or not.

Motion by Joyce second by Jones to table action of the Windom Area School Partnership Agreement until April 5, 2016. Motion carried 5 – 0.

16. Resolution Establishing Summer Recreation and Pool Fees:

Al Baloun, Recreation Director, said that the Parks & Recreation Commission had reviewed the proposed fee changes as the costs for programs rise. The proposed increases include \$5 for semi-group swimming lessons; \$2 for group lessons and \$5 for private lessons.

Jones asked about the basis for the rate increases. Baloun replied that the demand for the lessons means more staffing costs and the rates were compared to other communities.

Joyce said the rates are reviewed every two years and there was the feeling that more of a price gap was needed between the lesson offerings as the costs are different for the formats.

Jones said the input cost analysis is a reasonable and justifiable basis for the rate increases.

Baloun noted good demand for the semi-group and private lessons last year.

Council member Jones introduced the Resolution No. 2016-17, entitled “RESOLUTIONS ESTABLISHING RATES, CHARGES AND FEES FOR SWIMMING LESSONS” and moved its adoption. The resolution was seconded by Joyce and on roll call vote: Aye: Joyce, Ray, Cooley, Johnson and Jones. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

17. Substandard Building Resolution:

Mary Henson, EDA Administrative Assistant, said that the New Vision Coop is looking to redevelop their 16th Street property through demolition of the ground bunker and construction of new bins. They had requested that the EDA consider assistance, but before any work can be done the site needed to be inspected and classified as substandard. The substandard definition includes “functionally obsolescence” so that is one of the basis for the determination in the inspection as substandard. The EDA Board has discussed this and is in favor of this step, but they will be considering any assistance, if any, at a future date.

Jones said the EDA items discussed were incorporated into the Resolution.

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Johnson said he is going to abstain from any action on this as he is a New Vision Coop member.

Council member Jones introduced the Resolution No. 2016-18, entitled “RESOLUTIONS ESTABLISHING RATES, CHARGES AND FEES FOR SWIMMING LESSONS” and moved its adoption. The resolution was seconded by Ray and on roll call vote: Aye: Ray, Cooley, Johnson, Jones and Joyce. Nay: None. Absent: None. Abstain: None. Resolution passed 5 – 0.

18. New Business:

Ray asked if the City Hall staff had ALICE training. Nasby said they were informed of the classes held recently at the BARC, but he has also talked to the Police Chief about doing it at City Hall. Ray said it is excellent training and is good to do for the staff.

19. Old Business:

None.

20. Regular Bills:

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

21. Council Concerns:

Joyce thanked the Electric Department for their work during the recent outage and to Telecom for helping out with an issue at the Community Center. June 9-12 is Riverfest and he encouraged citizens to help out as they can. He said that he appreciates the civility in Council and the public discussions. He thanked the Emergency Services Building Committee for their work on the project.

Jones asked about the status of the Joint Governments Meeting as this has not been done recently. He feels this is important to have the communication and asked that a meeting is scheduled.

Cooley agreed that the Joint Government Meeting is needed and valuable. He also wanted to note that neither the Council nor the Emergency Services Building Committee has been pressured or intimidated into anything.

22. Adjournment:

Mayor Maricle adjourned the meeting by unanimous consent at 9:12 p.m.

Corey Maricle, Mayor

Attest: _____
Steve Nasby, City Administrator

**Special Council Meeting
Windom City Hall, Council Chamber
March 22, 2016
5:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Corey Maricle at 5:30 p.m.

2. Roll Call: Mayor: Corey Maricle

Council Present: Paul Johnson, Dominic Jones, Bryan Joyce and JoAnn Ray

Absent: Brian Cooley

City Staff Present: Steve Nasby, City Administrator; Scott Peterson, Police Chief; Brent Brown, Electric Utility Manager; Dan Ortman, Fire Chief and Tim Hacker, Ambulance Director

3. Emergency Services Facility – Funding Discussion:

Maricle said that the Council had set this meeting to discuss funding for the Emergency Services facility Plans A and B.

Nasby said the memo from the October meeting had been included in the Council packet, but he had additional and updated information which was handed out this evening. Since October there is one factor that is not set in writing, but the funding contribution from the townships and cities in the fire district may be 15% of cost up to \$30,000 per year for debt service. The following is a brief breakdown of what was discussed and possible funding options. The combination of these resources are flexible and are to serve as a starting point for City Council discussion.

Estimated Project Cost

The proposed project estimate is \$4.562 million including architectural fees, contingencies and \$150,000 for the relocation of recreational facilities. What is not included are the pre-design costs (approximately \$25,000; land value or about \$199,787 in electric department costs). These costs could be reimbursed to some extent (as determined by the Council). A priority, especially if the project bid comes in lower than anticipated or if the contingency funds are not needed, is that the electric department cost should be reimbursed a minimum of \$47,507, which is directly associated with the Emergency Services Facility.

Funding Plan A

The City is seeking \$2.2 million in State bonding funds to provide about one-half of the project cost. This would be matched with \$1 million from the Ambulance Reserves and \$1.35 million of General Obligation debt or USDA loan. The annual debt service for Plan A would be \$68,250 (USDA 40 years) to \$90,500 (GO Bond 20 years).

The debt service would be paid for through a combination of the following:

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Fire Service District (planned)	\$15,000
Liquor Fund Transfer (increase)	\$30,000
Electric Fund Transfer (increase)	\$25,000
Emergency Service Fee (if needed)	\$20,500 (\$0.75\per residential and commercial user)
Total	\$90,500 (with ES Fee) \$70,000 (without ES Fee)

Other possible resources

- Hospital Transfer (new)
- Ambulance Fund Operating Funds
- Property Tax Levy
- General Fund Reserve
- Donations\Fundraising
- USDA Programs – REDLG Grant\Loan
- Bank Qualified Bonds
- Franchise Fee (future – 2021)

If a \$1 million 0% USDA REDLG loan (see Appendix B for a program summary) for 10 years was available that would incur \$100,000 of annual debt service payments and leave a balance of \$350,000 to cover from other sources. If a USDA REDLG loan is used GO Bonds would not be used for the \$350,000 shortfall as the cost of issuance is prohibitive. Possibly a USDA REDLG grant could also be used to cover some of the gap if the REDLG loan is used.

Funding Plan B

The previously discussed funding for Plan B (October 2015) is to obtain funding in sufficient amounts to repay annual debt service on a \$3.65 million USDA loan or General Obligation bonds. The total annual debt service for these two methods range from \$184,500 (USDA 40 years) to \$244,500 (GO Bond 20 years – Appendix A). This Plan B also includes the \$1 million from the Ambulance Fund.

The debt service would be paid for as follows:

Fire Service District (planned)	\$30,000
Liquor Fund Transfer (increase)	\$30,000
Electric Fund Transfer (increase)	\$25,000
Hospital Transfer (new)	\$100,000
Emergency Service Fee (new)	\$14,500 to \$74,500

Emergency Service Fee (if selected) would raise the following amounts of revenue annually:

- \$1\month per residential and commercial customer = \$27,500
- \$2\month per residential and commercial customer = \$55,000
- \$3\month per residential and commercial customer = \$82,500
- \$4\month per residential and commercial customer = \$110,000
- \$5\month per residential and commercial customer = \$137,500

Other possible resources are the same as shown in Plan A. Plan C that is shown in the memo is a combination of these funding sources and debt resources using the REDLG program.

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Maricle said that Hospital representatives were present and would like to provide some information to the City Council.

Motion by Jones second by Joyce to Suspend the City Council rules and have the Hospital representatives present information to the City Council. Motion carried 4 – 0 (Cooley absent).

Kim Armstrong, CFO and Shelby Medina, CEO introduced themselves. Armstrong said they see the need for the Emergency Services building and are not against the project and will be focusing her remarks on the hospital finances. She said they have had stressful years with unknown changes to the healthcare industry and did have one-time special funds for record conversions and incentive payments. In the 1980s the hospital did have hard times and the City provided funding but that was repaid in the 1990s. The hospital bought the hotel property not the City and the hospital is City owned. They operate separately from the City and are not like other City departments. The hospital prices are billed but paid through insurance and government reimbursement at lower than 100% rates. The 2016 budget will show higher depreciation due to the new facility and the profit margin is at 1.8% versus the previous years of 3.5%. Equipment is expensive and they have to replace it as needed and they are also remodeling more space at the facility. She understands that the Redwood Falls City-owned hospital does make a transfer in lieu of taxes to the City but they have a higher patient volume so the comparison to Windom is not the same. She wants the Windom hospital to be viable and not a band aid station.

Medina said that she agrees the Emergency Services building is needed but the health care environment and Congress debate on critical access hospitals makes it hard for a facility like Windom. Equipment is expensive and life spans are not long. Some pieces cost \$150,000 each and need to be planned for replacements. The prices they charge impact patient volume and the bad debt is \$400,000 a year. They have to accept patients and are not able to say pay or you do not get service. The \$300,000 profit for 2016 may not be realized and they are remodeling more space and investing in things like tele-medicine services. Any amount paid to the City for a transfer to her makes the hospital less viable. If the City does have the hospital pay then what is the contingency plan if the hospital comes up short.

Joyce said the new Sanford VP Terry Mahar was asked to look into possible Sanford grants or donations.

Medina said she is a new-comer to Windom but fears the Council's vision on this is short-term focused and not in the hospital's long-term vision.

Jones thanked Medina and Armstrong for attending and providing information. He asked about the \$744,000 in 2015 and \$1.46 million in 2016 for funded depreciation and asked if those are funds set-aside each year. Armstrong said depreciation is funded. Jones said that is rare for businesses to be able to set that aside funded. Armstrong said not quite all 2016 is funded. Jones said this funded depreciation item is what shows up in the audits as amounting to large balances of cash and savings. The intent of the money is to then pay for future expenses which is what some people do not fully understand the plan for the money. He said that the information that Redwood Falls gets a transfer from their hospital is new to him. He added that being a municipal hospital Windom is tax-exempt and he has had calls from the

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public asking not to tax the hospital. His opinion has changed as to the hospital transfer and wants continued communication between the Council and the hospital.

Maricle noted that the hospital is to present an annual budget and he would like to see the long-term projections too as in November the information provided showed large deficits at the hospital so the numbers would be a good basis for discussion. The numbers presented then showed a \$4.5 million loss.

Joyce said he wants increased communications too. Also, maybe some ideas for fundraising.

Medina said the earlier projections did not show revenue from the new services provided in the new addition. She is trying to grow those service lines and generate income. The budget numbers shown were conservative and not reflecting the growth she is expecting.

Johnson said that he is comfortable with funding Plan A with State money, but if that is not received then the project should be revisited. Storm proof is not sustained by a direct impact from a tornado and the site is somewhat protected so he would consider a steel building. If fees are tacked onto the utility bills this is difficult for people too as the utility and telecom rates just went up. Last, using up all the City's resources on this project when there are others is also concerning to him.

Maricle said that the intent is to have an Emergency Services Building that will last a long time. If the pre-cast would last 80 years and a steel building 40 years the difference in cost of even \$1 million is not worthwhile as the steel building will have half the life span.

Jones said he is fully supportive of Plan A with State money as the City can then afford it so keep the current plan and the 80-100 year building life is another factor in favor of the plan. A steel building would have a 40-50 year life making the long-term cost less for the proposed building. The community is still concerned about the costs. Need to keep State bonding work moving along as the money will be spend on projects and why not have it in Windom.

Dan Ortman, Fire Chief and Tim Hacker, Ambulance Director introduced themselves. Ortman said the 2014 cost estimate for the addition project was \$150-170 per square foot for a steel building. In 2015 the cost estimate for a steel building was \$175-185 per square foot for a steel building equaling \$3.4 million and the cost for the pre-cast building is \$227 per square foot for a total of \$4.5 million. The duration of the building to withstand 130 mph winds and long-term cost were considerations of the committee. This proposal is focused on safety and functionality. This is a needs based building.

Hacker noted that many of the costs are associated with must have building code items to get State compliance.

Jones said that a steel building would need to include a storm shelter, but the proposed pre-cast building would have areas within the walls that could act as storm shelters. The sleeping rooms are needed to attract more EMTs and there is needed office space for the two departments to conduct business and someday maybe house a staff person. The future needs of the departments had also been planned for as part of the proposed project. Fire is about 60% of the building and 40% Ambulance. He had life span cost questions and operational cost questions that can still be answered and the information shared with the public. If it is a

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steel building then it needed to match surrounding buildings and be an image of the community.

Joyce concurred that he would like to see a projected operational cost estimate too. He feels we need to stick with the proposed plan regardless of the State funding and find a way to pay for it. This is the community's number one priority and the committee did a good job. He noted that the Building Committee did tour other facilities and took that into consideration.

Ray said she has been on the Council for 16 years and this project has been discussed that whole time. The costs keep going up and with the expansions by Toro, Fast, etc. the community needs to provide the necessary services so she is in favor of moving ahead.

Jones said that he would like to have more community support. The Building Committee has done what it needed to accomplish now it is onto the City Council to do something. The Council needs to take ownership of the project and is willing to speak publically to answer questions people have about the building or funding.

Joyce said that at the April 4 open house he would want a presentation on the building, funding and Council discussion. Then take public comments so people can be further informed.

Johnson said that presenting highlights of what the Building Committee did is needed. He has a tough time with the funding without State money as local aid is still a debated topic and if there is not any hospital transfer than what are the resources to repay the debt.

Ortman agreed communication is key and anyone can ask questions. He has not had people request information and the perception of retaliation if someone is not in favor of the project is false.

Jones said he encourages people to contact Ortman and Hacker if they have questions.

Hacker said that the negative people are not asking them questions.

Jones said the comments he had gotten from the 10 phone calls are not necessarily negative but concerns about the project cost and how the financing is set-up.

Joyce said that people's expressions of opinions and questions are good. He will make his decision on facts. He read the Building Committee minutes and they did a lot of work and there is good information available. Rational and factual conversation is the right path.

Jones said public opinion helped change his mind set on the hospital transfer.

Maricle asked the Council to now focus on the funding for Plan B and how to repay whatever form of debt service is needed to cover the projected cost of \$244,000 annually.

First, the liquor transfer. Proposed to increase by \$30,000 which is suggested by staff. He asked if that number could be higher and how much money that fund has in reserve. Nasby replied that the fund balance is \$954,000 and showed the revenue from 2015 being \$110,000. Nasby noted in 2016 there is the addition of an Assistant Manager that would raise expenses

Preliminary

and the reserve had been built up to self-fund improvements or a new store in the future that would likely be the only resource available to the Liquor Store. Maricle noted that there would also be a savings in cost with the reduction in part-time costs so the operational cost increase due to the additional Assistant Manager may be about \$45,000.

Consensus of the Council to raise the proposed transfer from the Liquor Store by \$40,000 annually to a total of \$110,000 versus the current \$70,000 transfer.

Regarding the proposed Electric Fund transfer increase of \$25,000 Jones said that this needs to be considered as it will impact customers and rates. For 2016 there was a rate increase and Prime Pork had not been factored into that budget or the rate study. He asked if the Electric Fund transfer should be a percent of revenues instead of a flat rate so the number would be flexible to account for good times and bad times.

Maricle said that the power cost adjustment is the hedge the Electric department uses to adjust for changes in power costs so they have a mechanism to account for changes in costs.

Brent Brown, Electric Utility Manager, said that if a percentage were used for the transfer it would make budgeting more difficult for the utility and the City.

Nasby showed the Electric Fund transfer history and that the previous amount was \$195,000 established a number of years ago so the \$200,000 being proposed now which includes the \$25,000 for the Emergency Services Facility is within the past practices. He noted the transfer amount went up when local aid was cut and then was adjusted down to compensate the last eight years. His recollection is that the discussion was that the transfer would return to the previous rate when the high year transfers were paid back.

Consensus of the Council to propose the Electric Fund transfer increase by \$25,000 to the Utility Commission and get their input.

Maricle said the possible hospital transfer is next on the list.

Joyce said he wants to see the City Council come up with the funds without any transfer from the hospital.

Maricle said that the hospital income statement and budget shows both funded depreciation and a cash profit. Depreciation is not a cash expense. The numbers for 2015 show \$744,000 in funded depreciation and a profit projection of \$300,000 so that is over \$1 million. In 2016 the projected profit is over \$300,000 and depreciation listed as \$1.4 million for a total of \$1.7 million.

Jones said he is against using hospital money and wants more communication with them.

Ray said she wants to see some participation by the hospital and the Ambulance brings patients to the hospital so they should partner on the project. She added that she does not have a set figure for an annual transfer, but something is needed.

Johnson said he agrees that the hospital should participate and can be making an annual transfer.

Preliminary

Maricle said that even an up-front down payment by the hospital would help buy down the debt costs over the term of the loans.

Motion by Ray second by Johnson to have the Hospital Board come up with a proposal to contribute at least a \$10,000 transfer to the project. Voice vote was 2-2 (Jones and Joyce). Mayor Maricle broke the tie. Motion carried 3-2 (Jones and Joyce) (Cooley absent).

Jones said the request was made to the hospital and the answer was no. There was not a willing participation by the hospital and noted what is the Council ready to do if they refuse. He wants to focus on the long-term relationship with them.

Joyce said the Council needs a contingency plan then to cover the hospital in case they cannot make the payment.

Ray said the Council can re-consider or eliminate the transfer if it comes to that.

Maricle said a contingency plan is for a future date and not going to be decided tonight.

Maricle said that the Emergency Service Fee was the next possible resource.

Joyce noted that if the USDA loan were repaid faster the interest costs would be reduced and the number of years shortened. Maricle said that extra payments would cut off time and lower interest costs.

Joyce said he could support a \$5\month Emergency Service Fee with the REDLG loan as an option.

Jones noted this fee would apply to all residential, commercial and industrial customers and be \$60/year cost. He asked if a customer did not pay the fee what happens. Nasby replied that the fee is part of the utility bill collection process so the late payment or non-payment policies would apply.

Consensus of the Council to propose a \$5\month per customer Emergency Services Facility fee.

Nasby asked what the Council's thoughts were if the question is raised on fairness as some properties are larger or propose more fire or service risk than others. Joyce said that businesses are solicited for other community donations so he is comfortable with a flat fee.

Maricle said that the Ambulance Fund and General Fund Reserve are the next items for discussion.

Hacker said the \$1.4 million balance in the Ambulance Fund will be reduced by the \$1 million contribution and he has two ambulances to replace, which will use this money.

Nasby said that operationally they do make money each year, but at some point a full-time director may be needed which will reduce the annual revenue.

Preliminary

On the General Fund, Jones noted that the City is at the lower limit of the reserve policy currently which calls for a 75% reserve. Nasby said that is correct and in the last year \$270,000 had been spent on this project so that lowered the reserve to this level.

Jones asked if those costs were included in the \$4.5 million project cost. Nasby replied that the architect fees are included which is the majority of the expenditure. Jones said that since these costs are already paid then the project cost could be reduced and not as much debt taken out thus reducing the annual debt cost.

Consensus of the Council to leave the money already spent by the General Fund in the project to reduce the borrowing amount.

Maricle said that property tax was the next potential resource.

Consensus of the Council not to put the debt service on the property tax levy as there are other projects that will be coming up such as Street projects and this is the resource for those.

Maricle said donations and fundraising is the next resource for discussion.

Maricle noted that the \$1 million from the Ambulance Fund and the fire fighters also have other fundraising activities so much time is already committed to raising money for projects.

Johnson said it is great to have donations, but small scale fundraising doesn't bring in the needed amounts of money.

Jones said that he would help with fundraising if needed and may be something can be done with social media.

Ortman said that caution needs to be used with fundraising as many businesses are already solicited for many things. The Fire Department does the calendar fundraising, the dance and raffle to raise money for equipment and it is a lot to ask of volunteers.

Joyce noted the 1% required for public art and asked if a "buy a brick" is something that can be used to raise that money.

Jones said he would like to see an organized fundraising program. Nasby noted that the City cannot solicit donations and any campaign would need to be done by a third party.

Jones said that the REDLG loan can be 0% or 1% which is a cost-savings and that the USDA is coming out with a new loan rate on their Community fund on April 1.

Maricle noted that the USDA loan annual debt would go down by \$19,000 per year if the interest rate were 2.5% instead of the 3.25% estimated.

Maricle said the next item is Bank Qualified Bonds. Nasby said that the debt in bonds could be sold through a broker instead of put in the market so the issuance costs are less. However, the interest rates could be higher as there is not as much exposure to the market so this may or may not save money.

Preliminary

Maricle said that the franchise fee is a future possibility in 2021, but a future Council could use such revenue to buy down or eliminate the Emergency Service fee.

Johnson said the franchise fee could be a resource for the other projects too.

Maricle summarized that the following is the funding for the Plan B proposal:

\$30,000 annually from the Fire District Members
\$40,000 annually from the Liquor Store Transfer
\$25,000 annually from the Electric Fund Transfer
\$10,000 annually from the Hospital Transfer
\$137,500 annually from an Emergency Service Fee (\$5\month every customer)
\$242,500 TOTAL Annual Debt Service Coverage

Maricle said this is still subject to revision following additional public input.

Johnson said he is okay with this but having the \$5\month fee is an issue. Maricle replied that Windom utility rates are lower than many other cities so this should be considered too.

Joyce said that continued conversation and communications will help define the final plan.

Jones noted that State bonding could also come in an amount of less than the \$2.2 million request so we may need to adjust our plans accordingly. He reiterated that the State bonding money is key to the project being successful.

Consensus of the Council to present Plan B funding as outlined.

4. New Business:

None.

5. Old Business:

Maricle said that the employment terms for hiring Drew Hage was handed out.

Motion by Johnson second by Ray to approve the employment terms for Drew Hage as presented. Motion carried 4 – 0 (Cooley absent).

6. Adjournment:

Mayor Maricle adjourned the meeting by unanimous consent at 8:35 p.m.

Corey Maricle, Mayor

Attest: _____
Steve Nasby, City Administrator

**TELECOMMUNICATIONS COMMISSION MEETING
CITY OF WINDOM COMMUNITY CENTER
March 14th, 2016
6:00 P.M.**

I. Call Meeting to Order

II. Roll Call

Members Present: Jeff Dahna, Bryan Joyce, Dominic Jones, Jerry White, Steve Nasby, Travis Eichstadt, Dirk Abraham

Members Absent: Jeremy Lund

Staff Present: Jeff Dahna, Windomnet Operations Manager, Steve Nasby, City Administrator

Others Present: Dirk Abraham

III. Approval of Minutes

Motion by Eichstadt, seconded by Jones, to approve the minutes from the last meeting.

Motion carries 3-0.

IV. Project Updates

Skitter TV – Dahna shares he recently got a tour of the Skitter TV product this past Thursday. Dahna offers he came away with questions on picture quality; there was a noticeable decrease in picture quality. Dahna states it could have just been the setting of the presentation that affected the picture, whether network connection or with the number of displays present.

White joins the meeting.

Dahna offers Skitter TV has all channels going through a 1 Gigabit connection. Eichstadt asks if that bandwidth could be increased to improve picture quality. Dahna states the connection could be upgraded but there would be a cost increase associated with the increased bandwidth. Dahna shares Skitter TV has 10 to 12 customers in BETA test mode and they are not releasing those entity names at this time but he's doing some investigative work to find who they are to get some feedback. Joyce states SMBS had concerns of Windomnet's picture quality when the Commission started looking at different options for the DTV upgrade. Joyce asks if Skitter TV would be a good fit for Windomnet. Dahna states it may be a possibility yet if he can get more information on the picture quality issues. Dahna states Skitter TV is running special pricing right now with an initial \$12k buy-in and next month (April 1) the cost increases to a \$30k buy in (buy in costs could be split with SMBS if they partake in Skitter TV). Dahna offers that there is a 10 year commitment and the signal is through INS (Iowa Network Services) and then transported out to the different sites.

The Commission discusses the different options for the digital TV conversion and the possibilities of different TV channels, lineup, and other options available. Dahna states a new headend is \$220,000 based on a single estimate. Dahna shares the Skitter TV option offers managed broadcast content where other options would put management of content on Windomnet. Dahna shares the differences between Skitter TV, BBV and WINS with the Commission. Windomnet and SMBS would need all new set top boxes which would have a large upfront cost. Dahna states the monthly rental rate from the set top boxes would pay for the initial cost within a year or two. Dahna offers that with upgrading the initial headend the current boxes would still be able to be used. Joyce inquires about switching to a streaming TV option. Discussion among committee about combining both a digital solution and a streaming solution including the Skitter Slice, Dahna shares the Skitter Slice uses a Roku box to stream TV, including local channels, to any TV. Dahna states that having a digital solution run by Windomnet would require use of the headend and involve numerous upgrades. Nasby asks about cost of digitizing headend. Dahna states the cost from one estimate was \$240,000 with all options included. Dahna shares with the Commission the different hardware that would need to be upgraded. Joyce asks if the current headend could be shut down if \$240,000 investment in new digital TV hardware was approved. Dahna shares the headend would still be required. Eichstadt states the goal going into the digital TV conversion was to eliminate the cost of the headend. Dahna offers the Skitter TV solution would allow the headend to be shut down.

Joyce states he would like to see a cost comparison between all the companies involved before a decision could be made. White shares a cost list would be beneficial for the Commission to help make a decision. Jones inquires about current TV system and how the signal is received. Dahna states the signal is brought in through satellites and towers. Jones inquires about an RFP and what it would take to get a turnkey operation. Joyce asks if the cable TV system could be sold, Nasby states a private entity cannot be run on a publicly owned system. Joyce asks if a 5 year goal could be to close the headend by migrating equipment out in stages. Dahna shares it's something he would need to look into further.

Joyce inquires if comparison could be done by the Telecom's May meeting with the comparison including WINS, BBV, Skitter TV, upgrading the current system. Joyce shares he would like the comparison to include the different options and cost necessary over the next 5+ years. Dahna states that's something he will work on putting together for the meeting in May.

MetaSwitch – Dahna shares he was able to negotiate an extension of the 10% off pricing for the Metaswitch. Dahna states he has concerns with this being the only Metaswitch that if it were to go down there would be 9 communities without phone service. Dahna shares payroll information with the Commission that would help in funding the replacement of the old hardware. Dahna offers the payroll savings would include that of not having an Administrative Assistant, NOC Tech, and the new wage of the Operation Manager. Joyce inquires about how Windomnet doing with no Administrative Assistant. Dahna states things are working out but he is looking forward to having a possible split position. Dahna shares there is a payroll savings of \$67,537.60 over the course of this year. The cost for the new Metaswitch is \$95,782. Dahna shares

there's the MetaView server is nearing its end of life and will need to be replaced soon with a cost around \$20,000.

Jones states this is a priority that needs to be done with 9 communities depending on this hardware. Nasby shares the budget is planned to be better than last year due to the Commission being on top of the rate increases for the programming fees.

Joyce inquires if funds are available for this hardware. Jones states the budget would need to be amended to include the replacement hardware with the anticipation of \$67,000 in payroll savings and the rate increase plus the additional rack revenue.

Nasby shares a change in the capital budget will need to be changed by the council.

Nasby clarifies with Dahna that this was not in the 2016 budget.

Motion by Jones, seconded by White, to approve the purchase of the MetaSwitch.

Motion passed 4-0.

V. Manager's Report

Dahna states he has nothing to report at this time.

VI. New Business

Joyce inquires if the Telecom Commission is meeting in 2 weeks. Dahna states the meeting will still be planned with the next meeting being on Monday, March 28th at 6pm being held in the Windom Community Center.

Joyce states there were recently over 50 people from 5 different communities at the Community Center and they were without internet. Joyce shares he sent a text message to Dahna about the outage. Joyce states the outage was resolved quickly and once fixed the internet ran fine and everyone was able to use it. Joyce offers he appreciated the quick response to the request.

Joyce inquires about the Windomnet current job posting and if there are any applicants. Dahna shares he has had a few applications come in for the position. Joyce offers that reaching out to colleges in the area may lead to a few more applicants.

VII. Old Business

The Commission had no old business to discuss at this time.

VIII. Commissioners concerns and questions

The Commission had no concerns or questions at this time.

Meeting adjourned 7:38pm.

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
MARCH 14, 2016

1. Call to Order: The meeting was called to order by President Espenson at 12:02 p.m.

2. Roll Call & Guest Introductions:

EDAWN Commissioners: Justin Espenson, Betsy Herding, Rick Clerc, Paul Johnson, and Dominic Jones.

Also Present: EDA Staff – Mary Hensen, Admin. Asst.; City Administrator Steve Nasby, WADC Liaison Tara Christensen, Herman Eigenberg, Lylas Eigenberg, and Rahn Larson.

3. Approval of Minutes:

Motion by Commissioner Clerc, seconded by Commissioner Johnson, to approve the Minutes of the EDA Meeting held on February 8, 2016. Motion carried 4-0. (Commissioner Jones was not present for this vote.)

4. Recognition of Commissioner's Service: Sally Larson: This agenda item was tabled because Sally Larson was unable to attend the meeting due to another appointment.

5. Public Hearing – 12:10 P.M.

A. Sale of Land – Lot 14, Block 1, Riverbluff Estates Subdivision: President Espenson opened the public hearing at 12:10 p.m. Notice of the public hearing was published in the March 2, 2016, Citizen. The Commissioners received copies of the Notice of Hearing, Purchase Agreement, and a draft of Resolution 2016-02A in their packets. A Purchase Agreement from Darrel and Janet Bramstedt was submitted by Kathy Hanson of Mark Hanson Realty for the proposed purchase of Lot 14, Block 1, Riverbluff Estates Subdivision for a total purchase price of \$10,000. The Board had reviewed the Purchase Agreement. The Bramstedts plan to construct a home on the property this year. Admin. Asst. Hensen advised that the purchase price of \$10,000 is the price previously set by the Board for the Riverbluff lots. Proceeds of sales of these lots are used to pay bond obligations incurred at the time of the installation of infrastructure in the subdivision. President Espenson asked if there were any other questions or comments from anyone in the audience. No other comments were received from anyone present. All public testimony was completed. President Espenson closed the public hearing and referred the matter to the EDA Board for consideration at 12:11 p.m. After a brief discussion, the following action was taken.

B. Follow-up Action to Public Hearing

1) Resolution No. 2016-02A (Re: Sale of Land - Lot 14, Block 1):

Resolution introduced and motion by Commissioner Herding, seconded by Commissioner Clerc, to adopt EDA Resolution No. 2016-02A, entitled "Resolution Approving Sale of Property Described as Lot 14, Block 1 of Riverbluff Estates Subdivision to the City of Windom, Cottonwood County, Minnesota".

Upon roll call vote being taken, the following voted in favor thereof: Commissioners Herding, Clerc, Johnson, and Espenson; the following voted against the same: None; and the following were absent: Commissioner Jones. (The Resolution was adopted.)

6. PUBLIC HEARING – 12:15 P.M.

A. Sale of Land – Lot 12, Block 1, Riverbluff Estates Subdivision: President Espenson opened the public hearing at 12:15 p.m. Notice of the public hearing was published in the March 2,

2016, Citizen. The Commissioners received copies of the Notice of Hearing, Purchase Agreement, and a draft of Resolution 2016-03 in their packets. Herman and Lylas Eigenberg submitted a Purchase Agreement for the proposed purchase of Lot 12, Block 1, Riverbluff Estates Subdivision for a total purchase price of \$10,000. The Board had reviewed the Purchase Agreement. Admin. Asst. Hensen advised that this lot sits directly behind (west) of the Eigenbergs' home. Their intentions are to use the lot to expand their yard, plant trees, and possibly plant a garden. Herman and Lylas Eigenberg were present at the public hearing. President Espenson asked if the Eigenbergs or anyone in the audience wished to make any comments or ask any questions. Herman Eigenberg advised that the information provided was correct. He said that if anyone sees Mr. Caldwell to tell him that they could use more dirt and grading to fill in the damage from the snow plows. He said that he was speaking for himself and also for his neighbor to the west, Kim Symens. No other comments were received from anyone present. All public testimony was completed. President Espenson closed the public hearing and referred the matter to the EDA Board for consideration at 12:16 p.m. After a brief discussion, the following action was taken.

B. Follow-up Action to Public Hearing

1) Resolution No. 2016-03 (Re: Sale of Land - Lot 12, Block 1):

Resolution introduced and motion by Commissioner Johnson, seconded by Commissioner Clerc, to adopt EDA Resolution No. 2016-03, entitled "Resolution Approving Sale of Property Described as Lot 12, Block 1 of Riverbluff Estates Subdivision to the City of Windom, Cottonwood County, Minnesota".

Upon roll call vote being taken, the following voted in favor thereof: Commissioners Johnson, Clerc, Espenson, and Herding; the following voted against the same: None; and the following were absent: Commissioner Jones. (The Resolution was adopted.)

7. North Windom Industrial Park

A. NWIP Expansion Project – Federal EDA Pre-Application – Update: Admin. Asst. Hensen reported that in February the EDA submitted a Pre-Application to the Federal EDA requesting a grant for funding assistance to install infrastructure in the expansion area (currently under option) to the south of the existing NWIP. The EDA's intent was to use the purchase price for the property as the required match. Admin. Asst. Hensen recapped the events after the filing of the application including resubmission of the pre-application with the Regional Representative's requested changes. Following the Federal EDA Committee's preliminary review of the pre-application, the Regional Rep. contacted the EDA and advised of additional items that would be required including a letter of support from the RFI prospect for this property. After further discussion with the Regional Rep., a decision was made to formally withdraw the EDA's Pre-Application until such time as these additional required items were in place. The Board had received a copy of the subsequent denial letter from the Federal EDA outlining the factors for their finding that EDA's submission did not comply with the program criteria at this time.

B. TIF District 1-19 – Modification

(1) Resolution No. 2016-04 – Modification of TIF Plan: TIF District 1-19 was established in August 2015 and covers Lots 5, 6, 7, and Outlot A in Block 2 of NWIP. In January, Todd Hagen discussed options for purchasing expansion land for the NWIP with the EDA Board and proposed adding additional land to TIF District 1-19 (specifically Lots 1, 2, 3, 4, and Outlot A in Block 2 of NWIP and the expansion land to the south which is currently under option). On February 8th, the EDA adopted a Resolution requesting that the City Council call for a public hearing on the proposed modifications to TIF 1-19. The City Council set

this public hearing for April 5th. The EDA received a copy of the Plan outlining the proposed modifications to the Development Program for Development District No. 1 and modifications to the TIF Plan for TIF 1-19 and a copy of a proposed Resolution.

Resolution introduced and motion by Commissioner Clerc, seconded by Commissioner Herding, to adopt EDA Resolution No. 2016-04, entitled “Resolution Adopting a Modification to the Development Program for Development District No. 1 and Adopting a Modification to the Tax Increment Financing Plan for Tax Increment Financing District No. 1-19 (NWIP-2) Therein”.

Upon roll call vote being taken, the following voted in favor thereof: Commissioners Clerc, Herding, Johnson, and Espenson the following voted against the same: None; and the following were absent: Commissioner Jones. (The Resolution was adopted.)

C. Consent to Mortgage on Option Property: The option property to the south of NWIP is owned by Windom Sales Co., Inc. Pursuant to the land option which the EDA and Howard and Judith Trotter signed in November 2015, if the property owners wish to transfer or mortgage the property, they are required to obtain written consent from the EDA. The EDA Staff received a request from the Trotters’ attorney concerning a \$300,000 mortgage that the Trotters wanted to place on the real estate. Due to the timing of the mortgage closing, it was necessary to secure the signatures of the EDA Officers on the Consent prior to the March EDA Meeting. The Board received a copy of the Consent to Mortgage that was executed. After a brief discussion, the following action was taken.

Motion by Commissioner Johnson, seconded by Commissioner Herding, ratifying the granting of a Consent to Mortgage by the EDA to allow Howard and Judith Trotter and Windom Sales Co., Inc. to encumber the property under land option to the EDA, located in the N½ NW¼ of Section 24-105-36, in the amount of \$300,000 and ratifying the signatures of the EDA President and Secretary on the Consent to Mortgage. Motion carried 4-0.

8. Prairie Meadow Subdivision – Update: (Commissioner Jones joined the meeting.) Admin. Asst. Hensen updated the Board concerning the status of the platting process. The Preliminary Plat was approved by the Planning Commission on February 23, 2015, and by the City Council on March 1st. The Final Plat was approved by the Planning Commission on March 8th and the Commission has recommended City Council approval on March 15th. Following approval of the final plat, the EDA will assist with the signature process and recording of the Final Plat and Restrictive Covenants for Prairie Meadow Subdivision and the Development Agreement between the EDA and School District. Utility installation information will be compiled and then lot sales can begin. There are several people who have already expressed interest in purchasing lots and constructing homes in this new subdivision.

9. New Vision – Phase II Project

A. Project Update: Discussions between EDA Executive Director Aaron Backman and Frank McDowell from New Vision Co-op (“New Vision”) began prior to Mr. Backman’s departure from the position. Admin. Asst. Hensen advised that discussions have been continuing with New Vision concerning the possibility of a “scattered site” TIF District. This district would encompass the area on the 16th Street Site where the flat storage building (“grain bunker”) is located and the South Elevator Site at 867 First Avenue which includes the tower elevator and the annex (8 attached silos). New Vision’s current plans are to demolish the flat storage building this spring and construct two new grain bins and related buildings and equipment on the site by October 1, 2016, for use in this fall’s harvest. Their future plans are to demolish the annex at the

South Elevator Site. New Vision has obtained quotes for demolition of the flat storage building and the annex. If a new "scattered site" TIF District is established, tax increment generated would be used to reimburse New Vision for demolition and site preparation expenses at the 16th Street Site and demolition expenses at the South Elevator Site. Inspections of the buildings at both sites have been made to determine substandard building status. Commissioner Johnson confirmed that portions of the South Elevator Site are still in use by New Vision and portions have been shut down by the grain inspector. City Administrator Nasby and Commissioner Jones expressed concerns regarding New Vision's plans for the South Elevator Site. The City will need to adopt a substandard building resolution prior to the demolition of any of these structures. Adoption of these resolutions does not commit the City to create a TIF district but opens the discussion on the matter. Commissioner Johnson indicated that he would abstain from any votes concerning the matter because he is a New Vision shareholder. This matter will come up for future discussion by the EDA Board and City Council.

10. Unfinished Business

- A. EDA Executive Director Search – Update: (Commissioner Herding excused herself from the meeting for another appointment.) City Administrator Nasby updated the Board concerning the search process. Twelve applications were received and four applicants were interviewed by the EDA's Search Committee consisting of Paul Johnson, Tara Christensen, Juhl Erickson, Corey Maricle and Steve Nasby. One finalist, Drew Hage, will be interviewed by the City Council on March 15, 2016, prior to the start of the regular City Council Meeting scheduled for that evening. City Administrator Nasby advised that after the interview, the City Council may extend an offer to Mr. Hage.
- B. RFI Update: In response to a Commissioner's question, City Administrator Nasby advised that there had been 53 responses (including Minnesota and Iowa) to the RFI and Windom was in the final 7. EDA Staff provided supplemental information as requested.

11. New Business: Proposed Soil Borings: The option land to the south of the NWIP is currently tilled as agricultural land. City Administrator Nasby requested the Board's input concerning a proposal to retain Geotek to complete 6-8 soil borings on this land prior to spring planting. The estimated cost for the borings would be in the range of \$5,000 to \$6,000. The soil borings would be taken in the land adjacent to the NWIP and particularly the area where the RFI prospect might locate. Permission would be obtained from the landowner and arrangements would be made with the farm tenant.

Motion by Commissioner Jones, seconded by Commissioner Clerc, authorizing the EDA to make arrangements for up to 10 soil borings in 30 acres of the land under option situated directly south of the NWIP. Motion carried 4-0.

12. Miscellaneous Information

- A. Public Comment – Don Kalash Letter: Admin. Asst. Hensen advised that Don Kalash owns property on the river side of River Road in the 18th Avenue area (just west of Margaret Horkey's property). The current plan is to outlet the storm water from the Prairie Meadow Subdivision through an existing County culvert in the 18th Avenue area. The City Attorney's Office had reviewed the proposed drainage plan for the subdivision and provided a letter stating that it complied with state law. Don Kalash was present at the public hearing on the preliminary plat for Prairie Meadow Subdivision held at the Planning Commission Meeting on February 23rd. He provided a history of his property and expressed his concern with drainage from adjoining subdivisions onto his property. The Chairman of the Planning Commission advised Mr. Kalash to continue his discussions with the appropriate officials concerning his property. Mr. Kalash

submitted a letter dated February 26, 2016, which had been addressed to the City Council, and had been included in the Council's March 1st packet. He requested that a copy of this letter be placed in the packet for the next EDA Meeting. By consensus, the EDA Board acknowledged receipt of the letter.

B. EDA Monthly Financial Recap: The Board received a copy of the EDA's Account Activity through February 29, 2016.

C. River Bluff Townhomes – Monthly Financial Report: The Board received copies of the financial reports for January 2016 provided by Van Binsbergen & Associates.

13. Adjourn: On consensus, President Espenson adjourned the meeting at 12:56 p.m.

Rick Clerc, EDA Secretary-Treasurer

Attest: _____
Justin Espenson, EDA President

UTILITY COMMISSION MINUTES
City Hall, Council Chamber
March 23, 2016

Call Meeting to Order: The Utility Commission meeting was called to order at 10:05 a.m. in the City Hall Council Chamber.

Members Present: Utility Commission Chairperson: Mike Schwalbach
Members Present: Tom Riordan, Glen Francis (Arrived 10:40 am)
Member Absent: None
City Council Liaison: Dominic Jones, Present
Staff Present: Steve Nasby, City Administrator; Brent Brown, Electric Superintendent; and Mike Haugen, Water / Wastewater Superintendent, Chelsie Carlson, Finance Director, Bruce Caldwell, Street Superintendent

APPROVE MINUTES

Motion by Riordan, seconded by Schwalbach, to approve the February 24, 2016 Utility Commission minutes. Motion carried 2 – 0 (Francis absent).

Prime Pork: Leaders of Prime Pork Wayne Kies, Chief Operations Officer, Orv Molan, Operations Manager, and Steve Meyer, Plant Engineer were present to do introductions and give a brief overview of the Prime Pork business plan. Work is currently being completed to update the automation in the plant. The plant will be completely automated and will be a state of the art facility. The company will focus on providing specialty cuts to small markets. They are targeting starting operations October 1, 2016. At capacity, the plant will run six 10 hour shifts/week and process approximately 6500 head per day. There will be 250-350 employees at the plant when they are fully operational.

As they move forward the Plant Engineer will work closely with City of Windom to agree on requirements for Sewer loadings and Electrical load at capacity.

The Commission and Staff discussed plant tours in the future and also the leaders of Prime Pork attending a future council meeting.

WATER/WASTEWATER ITEMS

Wellhead Protection Plan Approval -- Haugen shared with Commission a letter from Minnesota Department of Health confirming the Final Approval of the Wellhead Protection Plan for the City of Windom. Haugen reported the local units of government within the drinking water supply management area have been notified of the adoption of the Wellhead Protection Plan amendment as required.

Red Rock Rural Water Contract Update -- The Commission was provided two memos addressing revisions to the Red Rock Rural Water Contract. Haugen and Staff have reviewed operating and maintenance costs for the Water Fund and have recommended revising the current contract to a rate that is 10% over costs per gallon, as well as changing the contract to a flat rate structure for

all gallons sold. Red Rock had the opportunity to review the costs analysis and recommended rate and is mostly agreeable to the revisions. Red Rock provided a second memo to the Commission acknowledging the historical partnership between the City of Windom and Red Rock and how it has benefited the water supply for the City of Windom. In their memo, Red Rock requested consideration for the difference between gallons pumped and gallons sold when looking at operation and maintenance costs per gallon. Their point being that the difference should be tracked and monitored because unaccounted water has a cost and if it can be reduced, the cost for everyone is also reduced. Red Rock also requested a reduction in the recommended rate to 5% over operation and maintenance cost for consideration of the benefit of having a backup water supply for the City in case of an emergency. The Commission was in favor of adjusting the rate to have an emergency backup supply. Staff is going to work on revisions of the contract for approval by the Commission at the next regular meeting.

2017 Street Project – Caldwell, Street Superintendent, was present to discuss upcoming 2017 Street project. The Commission received a listing of streets proposed to be included in the 2017 Street Project. Caldwell requested the Commission discuss engineering for the project. The City could either go with the engineer that was used for previous street projects or open the job up for quotes. The Commission does not have a strong preference on engineers and would be open to work with any engineer selected by the Council. Haugen has had all the lines televised and will provide his recommendations for the infrastructure upgrades for each street as the City moves forward with engineering for the project.

Other Water/Wastewater Items

Haugen reported a sewer backup on Plum Avenue over the weekend. He is working with the League on filing an insurance claim.

The Commission discussed the condition of the sewer line providing service to Prime Pork. The line should be replaced while the plant is not operating. Haugen will get costs estimates and discuss with Prime Pork the size requirements as well as funding for the line replacement.

ELECTRIC ITEMS

Facilities Installation Charge – Brown informed the Commission he and staff are drafting Rules and Policies for Electrical Utility. Part of the proposed rules would be implementation of a Facilities Installation Charge for new primary and secondary electrical service. Brown and staff have reviewed costs of installation and also charges imposed by surrounding towns. Based on data collected, staff proposed billing for actual materials used but providing the labor free of charge. After discussion, the Commission feels that all of the costs should be billed out for new installations including material and labor on commercial and industrial customers. The recommendation by the Commission on residential customers was a flat fee for a standard install and billed time and materials for anything beyond a standard install. Brown is going to review further and provide a recommendation at the next meeting.

Emergency Services Building Update - Council member Jones raised the issue of the Council's financing proposal for the Emergency Services Facility. The proposal was to increase the

Electric Fund transfer up by \$25,000 (from \$175,000 to \$200,000). This \$200,000 would be in-line with the previous transfers of \$195,000.

The Utility Commission discussed the proposal and it ended up being the consensus that the Utility Commission would not like to see the Electric transfer raised. They felt that they should be providing the lowest cost service possible and this is another cost to the system.

The Commission did recognize the previous history of the transfer and that it is common in the industry. Brent Brown, Electric Utility Manager, is going to do some research as to what is the norm or typical transfers, PILOT or other things done by municipal utilities and provide that information back to the Utility Commission.

Other Electrical Items

Brown informed the Commission that the Utility has completed CIP projects for the Windom Community Center and Riverbend Liquor Store. The Utility provided the labor at no cost so Brown is recommending not providing a rebate to these entities. The Commission was in agreement with the recommendation by Brown.

Brown is providing a quote on installing a Civil Defense Siren at the NWIP. Nasby is planning to charge this cost to the TIF fund.

REGULAR BILLS

Motion by Riordan second by Francis to pay the regular bills. Motion carried 3 – 0.

OLD BUSINESS

NEW BUSINESS

None.

ADJOURN

Schwalbach adjourned the meeting at 1:30 p.m. Next meeting April 27th at 10:00 a.m.

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator



STAFF REPORT

To: Mayor and Windom City Council
From: Mary Hensen, EDA Admin. Asst.
Council Meeting Date: April 5, 2016
Item Title/Subject: **PUBLIC HEARING FOR THE MODIFICATION OF DEVELOPMENT DISTRICT NO. 1 AND MODIFICATION OF TAX INCREMENT FINANCING (TIF) DISTRICT 1-19 (NWIP-2) & IFL RESOLUTION**

Background:

On August 18, 2015, following a public hearing, the City Council adopted a Resolution to establish TIF District 1-19 (NWIP-2). This TIF District covers Lot 5 in Block 2 of the North Windom Industrial Park (NWIP) and also the parcel owned by Ryan Companies where the Toro Warehouse is situated.

The EDA Board has requested that TIF District 1-19 be expanded to include the additional lots in Block 2 of NWIP and also the proposed expansion property directly to the south of NWIP. Such action would require the modification of the Development Program for Development District No. 1 and modification of the Plan for TIF District 1-19 to include this additional land.

These modifications also require a public hearing. The City Council adopted a Resolution calling for the public hearing on these proposed modifications for the April 5th City Council Meeting.

In addition, the EDA is requesting that the City Council consider adoption of another Interfund Loan Resolution for TIF District 1-19 concerning additional costs associated with the modification of this district, etc.

Attached for your review are the following documents:

1. Resolution Adopting a Modification to the Development Program and TIF Plan....;
2. Resolution Authorizing an Interfund Loan (for TIF 1-19);
3. Tax Increment Financing District Overview (Expansion of TIF 1-19);
4. Modification to Development Program & Modification to TIF Plan for TIF District 1-19.

Should you have any questions prior to the April 5th City Council Meeting, please do not hesitate to contact me or City Administrator Steve Nasby.

Drew Hage and I plan to attend the April 5th City Council Meeting to answer any questions concerning these documents that you may have at that time.

Thank you for your consideration of these matters.

Respectfully submitted,

Mary Hensen, EDA Admin. Asst.

Attachments

RESOLUTION # 2016-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:
 Abstained:

CITY OF WINDOM, MINNESOTA

RESOLUTION ADOPTING A MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1 AND A MODIFICIATION TO THE TAX INCREMENT FINANCING PLAN FOR TAX INCREMENT FINANCING DISTRICT NO. 1-19 (NWIP - 2) THEREIN.

BE IT RESOLVED by the City Council (the "Council") of the City of Windom, Minnesota (the "City"), as follows:

Section 1. Recitals.

1.01. The Board of Commissioners of the Economic Development Authority of Windom (the "EDA") has heretofore established Development District No. 1 and adopted the Development Program therefor. It has been proposed by the EDA and the City that the City adopt a Modification to the Development Program (the "Development Program Modification") for Development District No. 1 (the "Project Area") and a Modification to the Tax Increment Financing Plan (the "TIF Plan Modification") for Tax Increment Financing District No. 1-19 (NWIP - 2) (the "District") therein (the Development Program Modification and the TIF Plan Modification are referred to collectively herein as the "Modifications"); all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.090 to 469.1082 and Sections 469.174 to 469.1794, all inclusive, as amended, (the "Act") all as reflected in the Modifications, and presented for the Council's consideration.

1.02. The EDA and City have investigated the facts relating to the Modifications and have caused the Modifications to be prepared.

1.03. The EDA and City have performed all actions required by law to be performed prior to the establishment of the District and the adoption and approval of the proposed Modifications, including, but not limited to, notification of Cottonwood County and Independent School District No. 177 having taxing jurisdiction over the property to be included in the District as expanded, a review of and written comment on the Modifications by the City Planning Commission, approval of the Modifications by the EDA on March 14, 2016, and the holding of a public hearing upon published notice as required by law.

1.04. Certain written reports (the "Reports") relating to the Modifications and to the activities contemplated therein have heretofore been prepared by staff and consultants and submitted to the Council and/or made a part of the City files and proceedings on the Modifications. The Reports include data, information and/or substantiation constituting or relating to the basis for the other findings and determinations made in this resolution. The Council hereby confirms, ratifies and adopts the Reports, which are hereby incorporated into and made as fully a part of this resolution to the same extent as if set forth in full herein.

1.05. The City is not modifying the boundaries of the Project Area, but is however, modifying the

Development Program therefor to include the expansion of the District in the TIF Plan Modification.

Section 2. Findings for the Adoption and Approval of the Development Program Modification.

2.01. The Council approves the Development Program Modification, and specifically finds that: (a) the land within the project area would not be available for redevelopment without the financial aid to be sought under this Development Program; (b) the Development Program will afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the project by private enterprise; and (c) the Development Program conforms to the general plan for the development of the City as a whole.

Section 3. Findings for the Expansion of Tax Increment Financing District No. 1-19 (NWIP - 2).

3.01. The Council hereby finds that the District is in the public interest and is an "economic development district" under Minnesota Statutes, Section 469.174, Subd. 12 of the Act.

3.02. The Council further finds that the proposed development would not occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan Modification, that the Modifications conform to the general plan for the development or redevelopment of the City as a whole; and that the Modifications will afford maximum opportunity consistent with the sound needs of the City as a whole, for the redevelopment or development of the District by private enterprise.

3.03. The Council further finds, declares and determines that the City made the above findings stated in this Section and has set forth the reasons and supporting facts for each determination in writing, attached hereto as Exhibit A.

Section 4. Public Purpose.

4.01. The adoption of the Modifications conforms in all respects to the requirements of the Act and will help discourage commerce, industry, or manufacturing from moving their operations to another state or municipality, will result in increased employment in the state, and will result in preservation and enhancement of the tax base of the State and thereby serves a public purpose. For the reasons described in Exhibit A, the City believes these benefits directly derive from the tax increment assistance provided under the TIF Plan Modification. A private developer will receive only the assistance needed to make this development financially feasible. As such, any private benefits received by a developer are incidental and do not outweigh the primary public benefits.

Section 5. Approval and Adoption of the Modifications.

5.01. The Modifications, as presented to the Council on this date, including without limitation the findings and statements of objectives contained therein, are hereby approved, ratified, established, and adopted and shall be placed on file in the office of the City Administrator.

5.02. The staff of the City, the City's advisors and legal counsel are authorized and directed to proceed with the implementation of the Modifications and to negotiate, draft, prepare and present to this Council for its consideration all further plans, resolutions, documents and contracts necessary for this purpose.

5.03. The Auditor of Cottonwood County is requested to certify the original net tax capacity of the District, as described in the Modifications, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased; and the Windom Economic Development Authority is

authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the District, for which building permits have been issued during the 18 months immediately preceding the adoption of this resolution.

5.04. The City Administrator is further authorized and directed to file a copy of the Modifications with the Commissioner of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes 469.175, Subd. 4a.

Adopted this 5th day of April, 2016.

Corey Maricle, Mayor

ATTEST:

Steven Nasby, City Administrator

EXHIBIT A

RESOLUTION NO. _____

The reasons and facts supporting the findings for the modification of the Tax Increment Financing Plan for Tax Increment Financing District No. 1-19 (NWIP - 2) as required pursuant to *M.S., Section 469.175, Subd. 3* are as follows:

1. *Finding that the Tax Increment Financing District No. 1-19 (NWIP - 2) as expanded is an economic development district as defined in M.S., Section 469.174, Subd. 12.*

Tax Increment Financing District No. 1-19 (NWIP - 2) is a contiguous geographic area within the City's Development District No. 1, delineated in the TIF Plan Modification, for the purpose of financing economic development in the City through the use of tax increment. The District as expanded is in the public interest because it will facilitate the acquisition of approximately 76 acres of land for future development which will discourage commerce, industry, or manufacturing from moving their operations to another state or municipality; it will increase employment in the state, and preserve and enhance the tax base of the state.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 1-19 (NWIP - 2) permitted by the TIF Plan Modification.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the additional land to be acquired meets the City's objectives for economic development. The cost of land acquisition and site preparation makes future development of the land infeasible without City assistance. The developer provided a letter as justification that the developer would not have gone forward without tax increment assistance.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan Modification: The City supported this finding on the grounds that the cost of land acquisition and site improvements add to the total development cost. Historically, site development costs in this area have made development infeasible without tax increment assistance. Therefore, the City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

Therefore, the City concludes as follows:

- a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is \$0.
- b. If the proposed development occurs, the total increase in market value will be \$34,327,822.
- c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$4,686,908.

d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than \$29,640,914 (the amount in clause b less the amount in clause c) without tax increment assistance.

3. *Finding that the TIF Plan Modification for Tax Increment Financing District No. 1-19 (NWIP - 2) conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The Planning Commission reviewed the TIF Plan Modification and found that the TIF Plan Modification conforms to the general development plan of the City.

4. *Finding that the TIF Plan Modification for Tax Increment Financing District No. 1-19 (NWIP - 2) will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of Development District No. 1 by private enterprise.*

The project to be assisted by the expanded District will result in increased employment in the City and the State of Minnesota, increased tax base of the State, and add a high quality development to the City.

RESOLUTION # 2016-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:
 Abstained:

CITY OF WINDOM, MINNESOTA

RESOLUTION AUTHORIZING AN INTERFUND LOAN FOR ADVANCE OF CERTAIN COSTS IN CONNECTION WITH THE EXPANSION OF TAX INCREMENT FINANCING DISTRICT NO. 1-19 (NWIP - 2) .

BE IT RESOLVED by the City Council (the "Council") of the City of Windom, Minnesota (the "City"), as follows:

Section 1. Background.

1.01. The City has heretofore approved the expansion of Tax Increment Financing District No. 1-19 (NWIP - 2) (the "TIF District") within Development District No. 1 (the "Project"), and has adopted a Modification to the Tax Increment Financing Plan (the "TIF Plan Modification") for the purpose of financing certain improvements within the Project.

1.02. The City has determined to pay for certain costs identified in the TIF Plan Modification consisting of land acquisition and other qualifying improvements, interest and administrative costs (collectively, the "Qualified Costs"), which costs may be financed on a temporary basis from City funds available for such purposes.

1.03. Under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the City's general fund or any other fund from which such advances may be legally authorized, in order to finance the Qualified Costs.

1.04. The City intends to reimburse itself for the Qualified Costs from tax increments derived from the TIF District in accordance with the terms of this resolution (which terms are referred to collectively as the "Interfund Loan").

Section 2. Terms of Interfund Loan.

2.01. The City hereby authorizes the advance of up to \$50,000 from a combination of funding sources including TIF District No. 1-17 and the EDA's NWIP Fund, or so much thereof as may be paid as Qualified Costs. The City shall reimburse itself for such advances together with interest at the rate stated below. Interest accrues on the principal amount from the date of each advance. The maximum rate of interest permitted to be charged is limited to the greater of the rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 as of the date the loan or advance is authorized, unless the written agreement states that the maximum interest rate will fluctuate as the interest rates specified under

Minnesota Statutes, Section 270C.40 or Section 549.09 are from time to time adjusted. The interest rate shall be 4% and will not fluctuate.

2.02. Principal and interest ("Payments") on the Interfund Loan shall be paid semi-annually on each August 1 and February 1 (each a "Payment Date"), commencing on the first Payment Date on which the Authority has Available Tax Increment (defined below), or on any other dates determined by the City Administrator, through the date of last receipt of tax increment from the TIF District.

2.03. Payments on this Interfund Loan are payable solely from "Available Tax Increment," which shall mean, on each Payment Date, tax increment available after other obligations have been paid, or as determined by the City Administrator, generated in the preceding six (6) months with respect to the property within the TIF District and remitted to the City by Cottonwood County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, all inclusive, as amended. Payments on this Interfund Loan may be subordinated to any outstanding or future bonds, notes or contracts secured in whole or in part with Available Tax Increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with Available Tax Increment.

2.04. The principal sum and all accrued interest payable under this Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.

2.05. This Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from Available Tax Increment pledged to the payment hereof under this resolution. This Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on this Interfund Loan or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on this Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the final Payment Date.

2.06. The City may amend the terms of this Interfund Loan at any time by resolution of the City Council, including a determination to forgive the outstanding principal amount and accrued interest to the extent permissible under law.

Section 3. Effective Date. This resolution is effective upon the date of its approval.

Adopted this 5th day of April, 2016.

Corey Maricle, Mayor

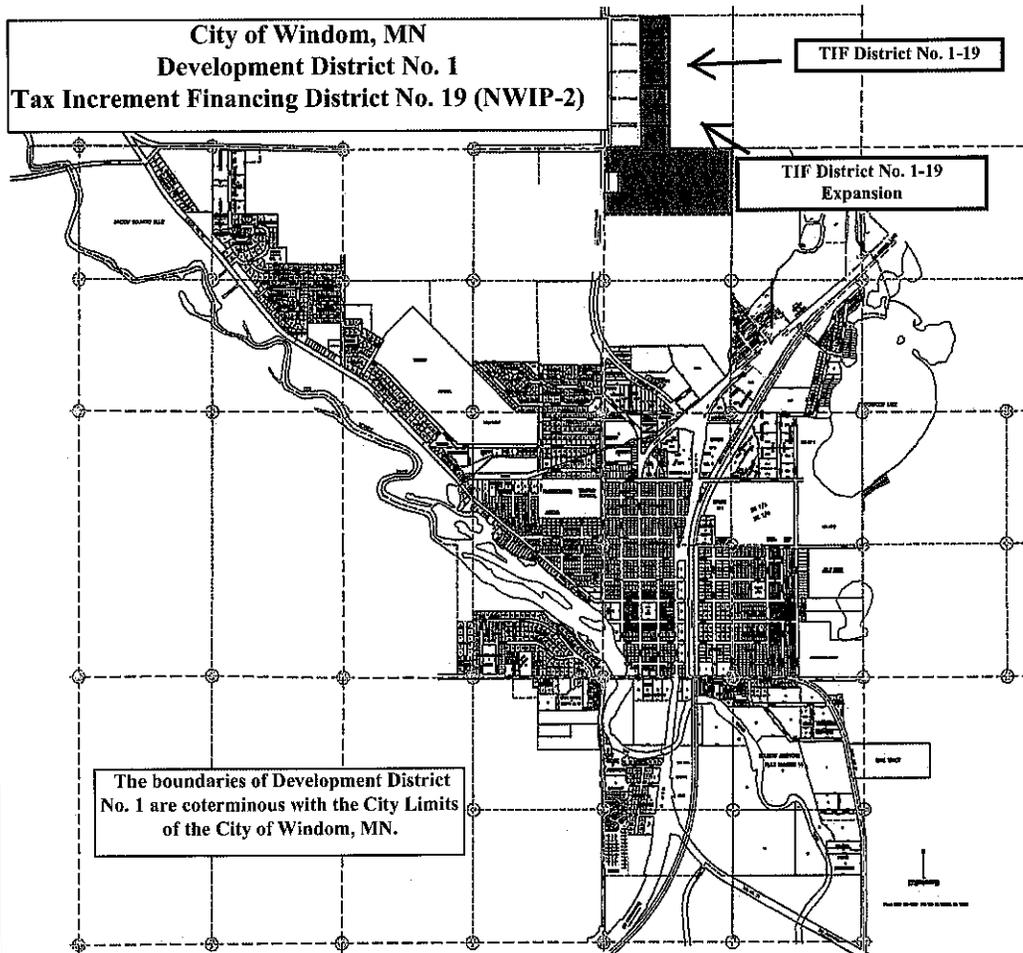
ATTEST:

Steven Nasby, City Administrator

**NOTICE OF PUBLIC HEARING
CITY OF WINDOM
COTTONWOOD COUNTY
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that the City Council of the City of Windom, Cottonwood County, State of Minnesota, will hold a public hearing on April 5, 2016, at approximately 7:30 P.M. at the City Council Chambers in City Hall, 444 9th St, Windom, Minnesota, relating to the Windom Economic Development Authority's (the "EDA") proposed adoption of a Modification to the Development Program for Development District No. 1 (the "Development Program Modification") and the proposed Modification to the Tax Increment Financing Plan for Tax Increment Financing District No. 1-19 (NWIP - 2) (an economic development tax increment financing district) within Development District No. 1 (collectively, the "Modifications"), pursuant to Minnesota Statutes, 469.090 to 469.1082 and Sections 469.174 to 469.1794, all inclusive, as amended. Copies of the Modifications are on file and available for public inspection at the office of the City Administrator at City Hall.

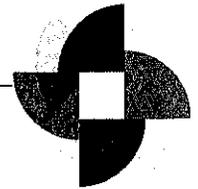
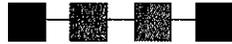
The property to be included in Tax Increment Financing District No. 1-19 (NWIP - 2) as expanded is located within Development District No. 1 and the City of Windom. A map of Development District No. 1 and Tax Increment Financing District No. 1-19 (NWIP - 2) therein is set forth below. Subject to certain limitations, tax increment from Tax Increment Financing District No. 1-19 (NWIP - 2) may be spent on eligible uses within the boundaries of Development District No. 1.



All interested persons may appear at the hearing and present their views orally or prior to the meeting in writing.

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF WINDOM, MINNESOTA

/s/ _____
Steve Nasby, City Administrator



Tax Increment Financing District Overview

City of Windom

Expansion of TIF District No. 1-19 (NWIP – 2)

The following summary contains an overview of the basic elements of the Modification to the Tax Increment Financing Plan for Tax Increment Financing District No. 1-19 (NWIP - 2) as expanded. More detailed information on each of these topics can be found in the complete Tax Increment Financing Plan.

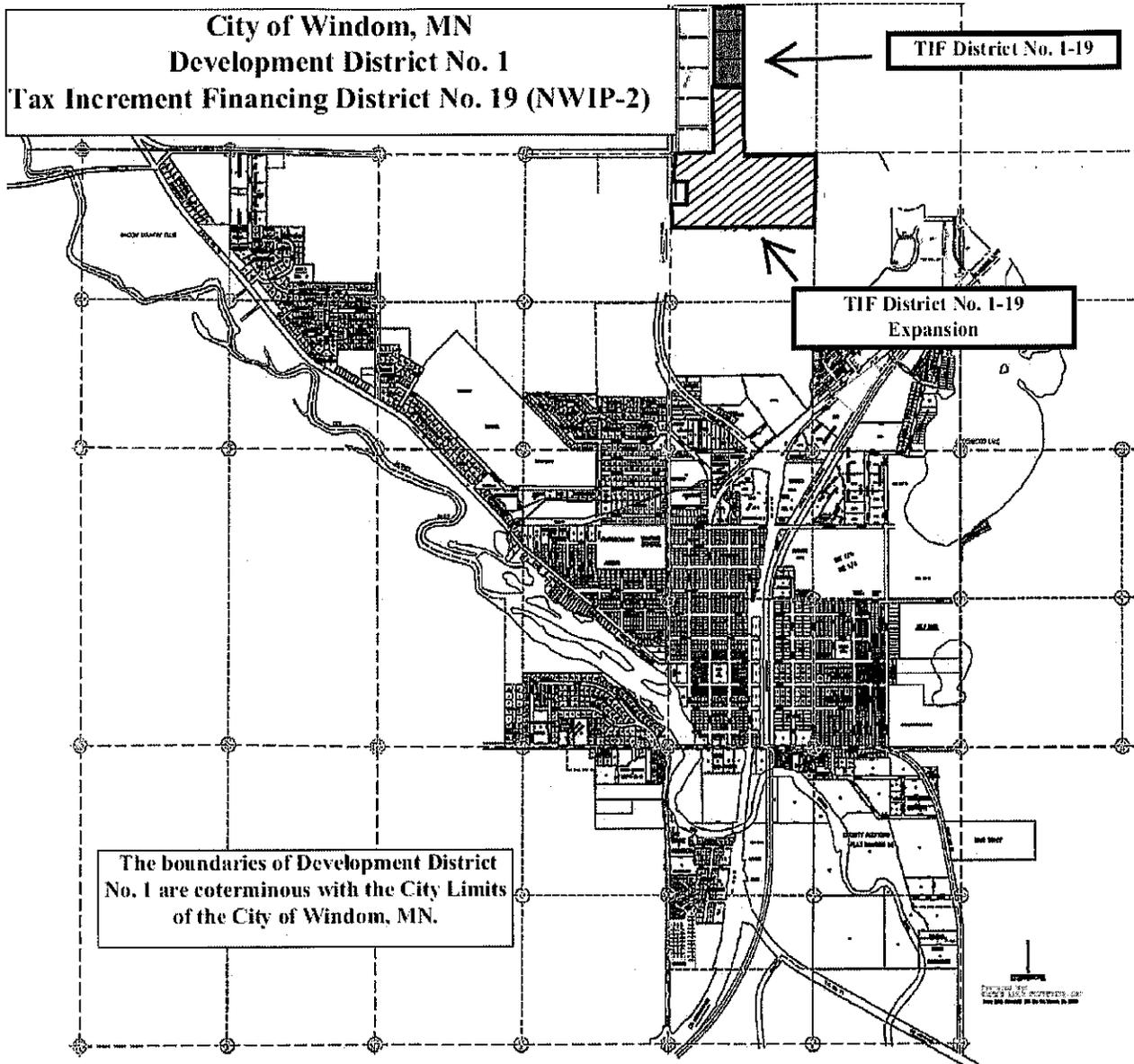
Proposed action:	Expansion of Tax Increment Financing District No. 1-19 (the "District") and the modification of the Tax Increment Financing Plan (the "TIF Plan").	
	Modification to the Development Program for Development District No. 1 includes the expansion of Tax Increment Financing District No. 1-19, which represents a continuation of the goals and objectives set forth in the Development Program for Development District No. 1.	
Type of TIF District:	An economic development district	
Parcel Numbers:	25-556-0100	25-556-0110
	25-556-0120	25-556-0140
	25-556-0100*	25-013-0100*
	25-556-0060*	25-556-0070*
	25-556-0080*	25-556-0090*
	25-556-0130*	25-024-2900*
	*Parcels to be added to the TIF District in this Modification.	
Proposed Development:	The District is being modified in order to include six additional parcels to facilitate further development in the North Windom Industrial Park. Please see Appendix A of the TIF Plan for a more detailed project description.	
Maximum duration:	The duration of the District will be 8 years from the date of receipt of the first increment (9 years of increment). The City expects the date of first tax increment to be 2017. It is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after December 31, 2025, or when the TIF Plan is satisfied. If increment is received in 2018, the term of the District will be until 2026. This TIF Plan Modification is not changing the duration of the District.	
Estimated annual tax increment:	Up to \$726,041	

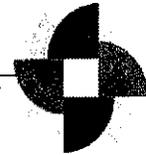
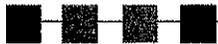


Authorized uses:	The TIF Plan Modification contains a budget that authorizes the maximum amount that may be expended:																
	<table> <tr> <td>Land/Building Acquisition.....</td> <td>\$2,000,000</td> </tr> <tr> <td>Site Improvements/Preparation</td> <td>\$1,200,000</td> </tr> <tr> <td>Utilities.....</td> <td>\$1,200,000</td> </tr> <tr> <td>Other Qualifying Improvements</td> <td>\$472,433</td> </tr> <tr> <td><u>Administrative Costs (up to 10%).....</u></td> <td><u>\$669,402</u></td> </tr> <tr> <td>PROJECT COSTS TOTAL</td> <td>\$5,541,835</td> </tr> <tr> <td><u>Interest.....</u></td> <td><u>\$1,821,583</u></td> </tr> <tr> <td>PROJECT COSTS TOTAL</td> <td>\$7,363,418</td> </tr> </table>	Land/Building Acquisition.....	\$2,000,000	Site Improvements/Preparation	\$1,200,000	Utilities.....	\$1,200,000	Other Qualifying Improvements	\$472,433	<u>Administrative Costs (up to 10%).....</u>	<u>\$669,402</u>	PROJECT COSTS TOTAL	\$5,541,835	<u>Interest.....</u>	<u>\$1,821,583</u>	PROJECT COSTS TOTAL	\$7,363,418
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PROJECT COSTS TOTAL	\$7,363,418																
	See Subsection 2-10, on page 2-7 of the TIF Plan for the full budget authorization.																
Form of financing:	The project is proposed to be financed by a pay-as-you-go note, interfund loan, and/or transfer.																
Administrative fee:	Up to 10% of annual increment, if costs are justified.																
Interfund Loan Requirement:	If the City wants to pay for administrative expenditures from a tax increment fund, it is recommended that a resolution authorizing a loan from another fund be passed <i>PRIOR</i> to the issuance of the check.																
4 Year Activity Rule (§ 469.176 Subd. 6)	<p>After four years from the date of certification of the District one of the following activities must have been commenced on each parcel in the District:</p> <ul style="list-style-type: none"> • Demolition • Rehabilitation • Renovation • Other site preparation (not including utility services such as sewer and water) <p>If the activity has not been started by approximately August 2019, no additional tax increment may be taken from that parcel until the commencement of a qualifying activity.</p>																
5 Year Rule (§ 469.1763 Subd. 3)	<p>Within 5 years of certification revenues derived from tax increments must be expended or obligated to be expended.</p> <p>Any obligations in the District made after approximately August 2020, will not be eligible for repayment from tax increments.</p>																

The reasons and facts supporting the findings for the adoption of the TIF Plan Modification for the District, as required pursuant to *M.S., Section 469.175, Subd. 3*, are included in Exhibit A of the City resolution.

MAP OF DEVELOPMENT DISTRICT NO. 1 AND
TAX INCREMENT FINANCING DISTRICT NO. 1-19 (NWIP - 2)





*As of March 15, 2016
Draft for Public Hearing*

**Modification to the Development Program
for Development District No. 1**

and the

**Modification to the Tax Increment Financing Plan
for
Tax Increment Financing District No. 1-19 (NWIP - 2)
(an economic development district)**

within

Development District No. 1

Windom Economic Development Authority
City of Windom
Cottonwood County
State of Minnesota

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EHLERS

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(for reference purposes only)

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**Section 1 - Modification to the Development Program
for Development District No. 1**

Foreword

The following text represents a Modification to the Development Program for Development District No. 1. This modification represents a continuation of the goals and objectives set forth in the Development Program for Development District No. 1. Generally, the substantive changes include the modification of Tax Increment Financing District No. 1-19 (NWIP - 2).

For further information, a review of the Development Program for Development District No. 1, adopted July 31, 1984, is recommended. It is available from the City Administrator at the City of Windom. Other relevant information is contained in the Tax Increment Financing Plans for the Tax Increment Financing Districts located within Development District No. 1.

**Section 2 - Tax Increment Financing Plan
for Tax Increment Financing District No. 1-19 (NWIP - 2)**

Subsection 2-1. Foreword

The Windom Economic Development Authority (the "EDA"), the City of Windom (the "City"), staff and consultants have prepared the following information to expedite the establishment of Tax Increment Financing District No. 1-19 (NWIP - 2) (the "District"), an economic development tax increment financing district, located in Development District No. 1.

Subsection 2-2. Statutory Authority

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the EDA and City have certain statutory powers pursuant to *Minnesota Statutes ("M.S.")*, Sections 469.090 to 469.1082, inclusive, as amended, and *M.S.*, Sections 469.174 to 469.1794, inclusive, as amended (the "Tax Increment Financing Act" or "TIF Act"), to assist in financing public costs related to this project.

This section contains the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Modification to the Development Program for Development District No. 1.

Subsection 2-3. Statement of Objectives

The District currently consists of four parcels of land and adjacent and internal rights-of-way. The District is being created to facilitate the development of a 126,504 square foot warehouse facility with additional development in the City. Please see Appendix A for further District information. The EDA has entered into a preliminary agreement with Ryan Companies as the developer for the first phase. This TIF Plan is expected to achieve many of the objectives outlined in the Development Program for Development District No. 1.

The activities contemplated in the Modification to the Development Program and the TIF Plan do not preclude the undertaking of other qualified development or redevelopment activities. These activities are anticipated to occur over the life of Development District No. 1 and the District.

(AS MODIFIED APRIL 5, 2016)

The District is being modified in order to include six additional parcels to facilitate further development in the North Windom Industrial Park.

Subsection 2-4. Development Program Overview

1. Property to be Acquired - Selected property located within the District may be acquired by the EDA or City and is further described in this TIF Plan.
2. Relocation - Relocation services, to the extent required by law, are available pursuant to *M.S., Chapter 117* and other relevant state and federal laws.
3. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the EDA or City may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.

4. The EDA or City may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.
5. The City proposes both public and private infrastructure within the District. The proposed reuse of private property within the District will be for a warehouse facility, and there will be continued operation of Development District No. 1 after the capital improvements within Development District No. 1 have been completed.

(AS MODIFIED APRIL 5, 2016)

As of the date of this modification, the City has entered into a contract with the following developer for the following development activity:

1. Ryan Companies. Activity is construction of a new warehouse facility for the Toro Company.

Subsection 2-5. Description of Property in the District and Property To Be Acquired

The District encompasses all property and adjacent rights-of-way and abutting roadways identified by the parcels listed in Appendix C of this TIF Plan. Please also see the map in Appendix B for further information on the location of the District.

The EDA or City currently owns the property to be included in the District.

(AS MODIFIED APRIL 5, 2016)

The District is being modified to add six parcels to the District and encompasses all property and adjacent rights-of-way and abutting roadways identified by the parcels listed in Appendix C of this TIF Plan (both existing parcels with corresponding new PID numbers due to redevelopment and replatting and the six PID numbers for the modified area). Please see the map in Appendix B for further information on the location of the District.

It is the intent that the EDA and City may acquire any parcel within the existing District and modified area including interior and adjacent street rights-of-way. However, if an opportunity presents itself to further redevelopment objectives within Development District No. 1, the City may acquire property located in this area.

Any properties identified for acquisition will be acquired by the City only in order to accomplish one of the following: land acquisition; demolition of structures; rehabilitation of housing and commercial units; relocation; construction of new residential and commercial units; site improvements; storm sewer improvements; provide land for needed public streets, sidewalks, alley ways, utilities and facilities to accomplish the uses and objectives set forth in this Plan. Such acquisitions will be undertaken only when there is assurance of funding to finance the acquisition and related costs.

Subsection 2-6. Classification of the District

The EDA and City, in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, find that the District, to be established, is an economic development district pursuant to *M.S., Section 469.174, Subd. 12* as defined below:

"Economic development district" means a type of tax increment financing district which consists of any

project, or portions of a project, which the authority finds to be in the public interest because:

- (1) it will discourage commerce, industry, or manufacturing from moving their operations to another state or municipality; or*
- (2) it will result in increased employment in the state; or*
- (3) it will result in preservation and enhancement of the tax base of the state.*

The District is in the public interest because it will meet the statutory requirement from clause 1, 2, and 3.

Pursuant to *M.S., Section 469.176, Subd. 4c*, revenue derived from tax increment from an economic development district may not be used to provide improvements, loans, subsidies, grants, interest rate subsidies, or assistance in any form to developments consisting of buildings and ancillary facilities, if more than 15 percent of the buildings and facilities (determined on the basis of square footage) are used for a purpose other than:

- (1) The manufacturing or production of tangible personal property, including processing resulting in the change in condition of the property;
- (2) Warehousing, storage, and distribution of tangible personal property, excluding retail sales;
- (3) Research and development related to the activities listed in items (1) or (2);
- (4) Telemarketing if that activity is the exclusive use of the property; or
- (5) Tourism facilities;
- (6) Space necessary for and related to the activities listed in items (1) to (5)

In meeting the statutory criteria the EDA and City rely on the following facts and findings:

The facilities in the District meet the conditions of Purposes 1, 2, and 6.

The District is being created to assist in the construction of a warehousing facility for a local manufacturing company. The proposed facility will be used for warehousing and related activities.

Pursuant to *M.S., Section 469.176, Subd. 7*, the District does not contain any parcel or part of a parcel that qualified under the provisions of *M.S., Sections 273.111, 273.112, or 273.114* or *Chapter 473H* for taxes payable in any of the five calendar years before the filing of the request for certification of the District.

(AS MODIFIED APRIL 5, 2016)

The EDA and City, in determining the need to modify the boundaries of a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, find that the modified area to be included in the District meets the qualifications of an economic development district pursuant to *M.S., Section 469.174, Subd. 12* as follows:

In meeting the statutory criteria, the EDA and City rely on the following facts and findings:

The facilities in the District meet the conditions of Purposes of 1, 2, and 6.

The District is being modified to facilitate further development in the North Windom Industrial Park. The proposed development will be used for warehousing and related activity.

Subsection 2-7. Duration and First Year of Tax Increment of the District

Pursuant to *M.S., Section 469.175, Subd. 1, and M.S., Section 469.176, Subd. 1*, the duration of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 8 years after receipt of the first increment by the EDA or City. The date of receipt by the City of the first tax increment is expected to be 2017. Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2025, or when the TIF Plan is satisfied. If increment is received in 2018, the term of the District will be 2026. The EDA or City reserves the right to decertify the District prior to the legally required date.

Subsection 2-8. Original Tax Capacity, Tax Rate and Estimated Captured Net Tax Capacity Value/Increment and Notification of Prior Planned Improvements

Pursuant to *M.S., Section 469.174, Subd. 7 and M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2015 for taxes payable 2016.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2017) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the district;
3. Change due to adjustments, negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in state law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured and no tax increment will be payable to the EDA or City.

The original local tax rate for the District will be the local tax rate for taxes payable 2016, assuming the request for certification is made before June 30, 2016. The ONTC and the Original Local Tax Rate for the District appear in the table below.

Pursuant to *M.S., Section 469.174 Subd. 4 and M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within Development District No. 1, upon completion of the projects within the District, will annually approximate tax increment revenues as shown in the table below. The EDA and City request 100 percent of the available increase in tax capacity for repayment of its obligations and current expenditures, beginning in the tax year payable 2017. The Project Tax Capacity (PTC) listed is an estimate of values when the projects within the District are completed.

Project Estimated Tax Capacity upon Completion (PTC)	\$256,154	
Original Estimated Net Tax Capacity (ONTC)	\$1,866	
Estimated Captured Tax Capacity (CTC)	\$254,288	
Original Local Tax Rate	1.38435	Pay 2015
Estimated Annual Tax Increment (CTC x Local Tax Rate)	\$352,024	
Percent Retained by the EDA	100%	

Tax capacity includes a 1% inflation factor for the duration of the District. The tax capacity included in this chart is the estimated tax capacity of the District in year 8. The tax capacity of the District in year one is estimated to be \$120,694.

Pursuant to *M.S., Section 469.177, Subd. 4*, the EDA shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the municipality pursuant to *M.S., Section 469.175, Subd. 3*. The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The City has reviewed the area to be included in the District and found no parcels for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan by the City.

(AS MODIFIED APRIL 5, 2016)

The original local tax rate for the TIF District is proposed to be 1.38435, which is the proposed rate for taxes payable in 2016.

Project Estimated Tax Capacity upon Completion (PTC)	\$742,190	
Original Estimated Net Tax Capacity (ONTC)	\$16,149	
Estimated Captured Tax Capacity (CTC)	\$726,041	
Original Local Tax Rate	1.38435	Proposed Pay 2016
Estimated Annual Tax Increment (CTC x Local Tax Rate)	\$1,005,095	
Percent Retained by the EDA	100%	

Tax capacity includes a 1% inflation factor for the duration of the District. The tax capacity included in this chart is the estimated tax capacity of the District in year 8. The tax capacity of the District in year one is estimated to be \$141,529.

Subsection 2-9. Sources of Revenue/Bonds to be Issued

The costs outlined in the Uses of Funds will be financed primarily through the annual collection of tax increments. The EDA or City reserves the right to incur bonds or other indebtedness as a result of the TIF Plan. As presently proposed, the projects within the District will be financed by a pay-as-you-go note/interfund loan/transfer. Any refunding amounts will be deemed a budgeted cost without a formal TIF

Plan Modification. This provision does not obligate the EDA or City to incur debt. The EDA or City will issue bonds or incur other debt only upon the determination that such action is in the best interest of the City.

The total estimated tax increment revenues for the District are shown in the table below:

<u>SOURCES OF FUNDS</u>	<u>TOTAL</u>
Tax Increment	\$2,504,961
<u>Interest</u>	<u>\$250,496</u>
TOTAL	\$2,755,457

The EDA or City may issue bonds (as defined in the TIF Act) secured in whole or in part with tax increments from the District in a maximum principal amount of \$2,120,413. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or interfund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

(AS MODIFIED APRIL 5, 2016)

Due to the expansion of the District, the total estimated increase in tax increment revenues for the District are shown below.

<u>SOURCES OF FUNDS</u>	<u>TOTAL</u>
Tax Increment	\$6,694,016
<u>Interest</u>	<u>\$669,402</u>
TOTAL	\$7,363,418

The EDA or City may issue bonds (as defined in the TIF Act) secured in whole or in part with tax increments from the District in a maximum principal amount of \$5,541,835. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or interfund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of this modification.

Subsection 2-10. Uses of Funds

Currently under consideration for the District is a proposal to facilitate the development of a 126,504 square feet warehouse facility with additional development. The EDA and City have determined that it will be necessary to provide assistance to the projects for certain District costs, as described. The EDA has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development or redevelopment of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

<u>USES OF TAX INCREMENT FUNDS</u>	<u>TOTAL</u>
Land/Building Acquisition	\$200,000
Site Improvements/Preparation	\$800,000
Utilities	\$500,000
Other Qualifying Improvements	\$369,917
<u>Administrative Costs (up to 10%)</u>	<u>\$250,496</u>
PROJECT COST TOTAL	\$2,120,413
<u>Interest</u>	<u>\$635,044</u>
PROJECT AND INTEREST COSTS TOTAL	\$2,755,457

The total project cost, including financing costs (interest) listed in the table above does not exceed the total projected tax increments for the District as shown in Subsection 2-9.

Estimated capital and administrative costs listed above are subject to change among categories by modification of the TIF Plan without hearings and notices as required for approval of the initial TIF Plan, so long as the total capital and administrative costs combined do not exceed the total listed above. Further, the EDA or City may spend up to 20 percent of the tax increments from the District for activities (described in the table above) located outside the boundaries of the District but within the boundaries of the Project (including administrative costs, which are considered to be spend outside the District), subject to all other terms and conditions of this TIF Plan.

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The total uses of funds has been revised to reflect the both the increased size of and anticipated development in the District. The revised cumulative uses of tax increment funds is summarized in the table below:

<u>USES OF TAX INCREMENT FUNDS</u>	<u>TOTAL</u>
Land/Building Acquisition	\$2,000,000
Site Improvements/Preparation	\$1,200,000
Utilities	\$1,200,000
Other Qualifying Improvements	\$472,433
<u>Administrative Costs (up to 10%)</u>	<u>\$669,402</u>
PROJECT COST TOTAL	\$5,541,835
<u>Interest</u>	<u>\$1,821,583</u>
PROJECT AND INTEREST COSTS TOTAL	\$7,363,418

Subsection 2-11. Business Subsidies

Pursuant to *M.S., Section 116J.993, Subd. 3*, the following forms of financial assistance are not considered a business subsidy:

- (1) A business subsidy of less than \$150,000;
- (2) Assistance that is generally available to all businesses or to a general class of similar businesses, such as a line of business, size, location, or similar general criteria;
- (3) Public improvements to buildings or lands owned by the state or local government that serve a public purpose and do not principally benefit a single business or defined group of businesses at the time the improvements are made;
- (4) Redevelopment property polluted by contaminants as defined in *M.S., Section 116J.552, Subd. 3*;
- (5) Assistance provided for the sole purpose of renovating old or decaying building stock or bringing it up to code and assistance provided for designated historic preservation districts, provided that the assistance is equal to or less than 50% of the total cost;
- (6) Assistance to provide job readiness and training services if the sole purpose of the assistance is to provide those services;
- (7) Assistance for housing;
- (8) Assistance for pollution control or abatement, including assistance for a tax increment financing hazardous substance subdistrict as defined under *M.S., Section 469.174, Subd. 23*;
- (9) Assistance for energy conservation;
- (10) Tax reductions resulting from conformity with federal tax law;
- (11) Workers' compensation and unemployment compensation;
- (12) Benefits derived from regulation;
- (13) Indirect benefits derived from assistance to educational institutions;
- (14) Funds from bonds allocated under chapter 474A, bonds issued to refund outstanding bonds, and bonds issued for the benefit of an organization described in section 501 (c) (3) of the Internal Revenue Code of 1986, as amended through December 31, 1999;
- (15) Assistance for a collaboration between a Minnesota higher education institution and a business;
- (16) Assistance for a tax increment financing soils condition district as defined under *M.S., Section 469.174, Subd. 19*;
- (17) Redevelopment when the recipient's investment in the purchase of the site and in site preparation is 70 percent or more of the assessor's current year's estimated market value;
- (18) General changes in tax increment financing law and other general tax law changes of a principally technical nature;
- (19) Federal assistance until the assistance has been repaid to, and reinvested by, the state or local government agency;
- (20) Funds from dock and wharf bonds issued by a seaway port authority;
- (21) Business loans and loan guarantees of \$150,000 or less;
- (22) Federal loan funds provided through the United States Department of Commerce, Economic Development Administration; and
- (23) Property tax abatements granted under *M.S., Section 469.1813* to property that is subject to valuation under Minnesota Rules, chapter 8100.

The EDA will comply with *M.S., Sections 116J.993 to 116J.995* to the extent the tax increment assistance under this TIF Plan does not fall under any of the above exemptions.

Subsection 2-12. County Road Costs

Pursuant to *M.S., Section 469.175, Subd. 1a*, the county board may require the EDA or City to pay for all or part of the cost of county road improvements if the proposed development to be assisted by tax increment will, in the judgment of the county, substantially increase the use of county roads requiring construction of road improvements or other road costs and if the road improvements are not scheduled within the next five years under a capital improvement plan or within five years under another county plan.

If the county elects to use increments to improve county roads, it must notify the EDA or City within forty-five days of receipt of this TIF Plan. In the opinion of the EDA and City and consultants, the proposed development outlined in this TIF Plan will have little or no impact upon county roads, therefore the TIF Plan was not forwarded to the county 45 days prior to the public hearing. The EDA and City are aware that the county could claim that tax increment should be used for county roads, even after the public hearing.

Subsection 2-13. Estimated Impact on Other Taxing Jurisdictions

The estimated impact on other taxing jurisdictions assumes that the redevelopment contemplated by the TIF Plan would occur without the creation of the District. However, the EDA or City has determined that such development or redevelopment would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is \$0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

IMPACT ON TAX BASE			
	2014/Pay 2015 Total Net Tax Capacity	Estimated Captured Tax Capacity (CTC) Upon Completion	Percent of CTC to Entity Total
Cottonwood County	32,167,439	254,288	0.7905%
City of Windom	1,926,947	254,288	13.1964%
Windom ISD No. 177	10,517,962	254,288	2.4177%

IMPACT ON TAX RATES				
	Pay 2015 Extension Rates	Percent of Total	CTC	Potential Taxes
Cottonwood County	0.261970	20.18%	254,288	66,616
City of Windom	0.891270	68.67%	254,288	226,639
Windom ISD No. 177	0.143530	11.06%	254,288	36,498
Other	0.001190	0.09%	254,288	303
Total	1.297960	100.00%		330,056

The estimates listed above display the captured tax capacity when all construction is completed. The tax rate used for calculations is the actual Pay 2015 rate. The total net capacity for the entities listed above are based on actual Pay 2015 figures. The District will be certified under the actual Pay 2016 rates, which were

unavailable at the time this TIF Plan was prepared.

Pursuant to *M.S. Section 469.175 Subd. 2(b)*:

- (1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is \$2,504,961;
- (2) Probable impact of the District on city provided services and ability to issue debt. An impact of the District on police protection is not expected. With any addition of new residents or businesses, police calls for service will be increased. New developments add an increase in traffic, and additional overall demands to the call load. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or require that the City hire additional officers.

The probable impact of the District on fire protection is not expected to be significant. Typically new buildings generate few calls, if any, and are of superior construction. The District is a greenfield development site.

The impact of the District on public infrastructure is expected to be minimal. Based on the development plans, there will be between \$10,000 and \$15,000 of additional annual costs associated with street maintenance, sweeping, plowing, lighting and sidewalks. However, lighting operating costs are yet to be determined. The City does not assess sanitary sewer access charges (SAC) or water access charges (WAC). The development in the District is expected to pay connection fees.

The probable impact of any District general obligation tax increment bonds on the ability to issue debt for general fund purposes is expected to be minimal. It is not anticipated that there will be any general obligation debt issued in relation to this project, therefore there will be no impact on the City's ability to issue future debt or on the City's debt limit.

- (3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is \$277,049;
- (4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is \$505,501;
- (5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S. Section 469.175 Subd. 2(b)* within 15 days after receipt of the tax increment financing plan.

No requests for additional information from the county or school district regarding the proposed development for the District have been received.

(AS MODIFIED APRIL 5, 2016)

IMPACT ON TAX BASE

	<u>2015/Pay 2016 Total Net Tax Capacity</u>	<u>Estimated Captured Tax Capacity (CTC) Upon Completion</u>	<u>Percent of CTC to Entity Total</u>
Cottonwood County	27,772,518	726,041	2.6142%
City of Windom	2,282,058	726,041	31.8152%
Windom ISD No. 177	7,251,936	726,041	10.0117%

IMPACT ON TAX RATES

	<u>Proposed Pay 2016 Extension Rates</u>	<u>Percent of Total</u>	<u>CTC</u>	<u>Potential Taxes</u>
Cottonwood County	0.328440	23.73%	726,041	238,461
City of Windom	0.890020	64.29%	726,041	646,191
Windom ISD No. 177	0.164450	11.88%	726,041	119,397
Other	<u>0.001440</u>	<u>0.10%</u>	<u>726,041</u>	<u>1,045</u>
Total	1.384350	100.00%		1,005,095

The estimates listed above display the captured tax capacity when all construction is completed. The tax rate used for calculations is the estimated Pay 2016 rate. The total net capacity for the entities listed above are based on estimated Pay 2016 figures. The District will be certified under the actual Pay 2016 rates, which were unavailable at the time this TIF Plan was prepared.

Pursuant to *M.S. Section 469.175 Subd. 2(b)*:

- (1) **Estimate of total tax increment.** It is estimated that the total amount of tax increment that will be generated over the life of the District is \$6,694,016;
- (2) **Probable impact of the District on city provided services and ability to issue debt.** An impact of the District on police protection is not expected. With any addition of new residents or businesses, police calls for service will be increased. New developments add an increase in traffic, and additional overall demands to the call load. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or require that the City hire additional officers.

The probable impact of the District on fire protection is not expected to be significant. Typically new buildings generate few calls, if any, and are of superior construction. The District expansion is a greenfield development site.

The impact of the District on public infrastructure is expected to be minimal. The City does not assess sanitary sewer access charges (SAC) or water access charges (WAC). The development in the District is expected to pay connection fees.

The probable impact of any District general obligation tax increment bonds on the ability to issue debt for general fund purposes is expected to be minimal. It is not anticipated that there will be any general obligation debt issued in relation to this project, therefore there will be no impact on the City's ability to issue future debt or on the City's debt limit.

- (3) **Estimated amount of tax increment attributable to school district levies.** It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is \$795,249;
- (4) **Estimated amount of tax increment attributable to county levies.** It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is \$1,588,490;
- (5) **Additional information requested by the county or school district.** The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S. Section 469.175 Subd. 2(b)* within 15 days after receipt of the tax increment financing plan.

No requests for additional information from the county or school district regarding the proposed development for the District have been received.

Subsection 2-14. Supporting Documentation

Pursuant to *M.S. Section 469.175, Subd. 1 (a), clause 7* the TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S. Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District. Following is a list of reports and studies on file at the City that support the EDA and City's findings:

- A list of applicable studies will be listed here prior to the public hearing.

Subsection 2-15. Definition of Tax Increment Revenues

Pursuant to *M.S., Section 469.174, Subd. 25*, tax increment revenues derived from a tax increment financing district include all of the following potential revenue sources:

1. Taxes paid by the captured net tax capacity, but excluding any excess taxes, as computed under *M.S., Section 469.177*;
2. The proceeds from the sale or lease of property, tangible or intangible, to the extent the property was purchased by the authority with tax increments;
3. Principal and interest received on loans or other advances made by the authority with tax increments;
4. Interest or other investment earnings on or from tax increments;
5. Repayments or return of tax increments made to the Authority under agreements for districts for which the request for certification was made after August 1, 1993; and
6. The market value homestead credit paid to the Authority under *M.S., Section 273.1384*.

Subsection 2-16. Modifications to the District

In accordance with *M.S., Section 469.175, Subd. 4*, any:

1. Reduction or enlargement of the geographic area of the District, if the reduction does not meet the requirements of *M.S., Section 469.175, Subd. 4(e)*;
2. Increase in amount of bonded indebtedness to be incurred;
3. A determination to capitalize interest on debt if that determination was not a part of the original TIF Plan;
4. Increase in the portion of the captured net tax capacity to be retained by the EDA or City;
5. Increase in the estimate of the cost of the District, including administrative expenses, that will be paid or financed with tax increment from the District; or
6. Designation of additional property to be acquired by the EDA or City,

shall be approved upon the notice and after the discussion, public hearing and findings required for approval of the original TIF Plan.

Pursuant to *M.S., Section 469.175 Subd. 4(f)*, the geographic area of the District may be reduced, but shall not be enlarged after five years following the date of certification of the original net tax capacity by the county auditor. If an economic development district is enlarged, the reasons and supporting facts for the determination that the addition to the district meets the criteria of *M.S., Section 469.174, Subd. 12* must be documented in writing and retained. The requirements of this paragraph do not apply if (1) the only modification is elimination of parcel(s) from the District and (2) (A) the current net tax capacity of the parcel(s) eliminated from the District equals or exceeds the net tax capacity of those parcel(s) in the District's original net tax capacity or (B) the EDA agrees that, notwithstanding *M.S., Section 469.177, Subd. 1*, the original net tax capacity will be reduced by no more than the current net tax capacity of the parcel(s) eliminated from the District.

The EDA or City must notify the County Auditor of any modification to the District. Modifications to the District in the form of a budget modification or an expansion of the boundaries will be recorded in the TIF Plan.

Subsection 2-17. Administrative Expenses

In accordance with *M.S., Section 469.174, Subd. 14*, administrative expenses means all expenditures of the EDA or City, *other than*:

1. Amounts paid for the purchase of land;
2. Amounts paid to contractors or others providing materials and services, including architectural and engineering services, directly connected with the physical development of the real property in the District;
3. Relocation benefits paid to or services provided for persons residing or businesses located in the District;
4. Amounts used to pay principal or interest on, fund a reserve for, or sell at a discount bonds issued pursuant to *M.S., Section 469.178*; or
5. Amounts used to pay other financial obligations to the extent those obligations were used to finance costs described in clauses (1) to (3).

For districts for which the request for certification were made before August 1, 1979, or after June 30, 1982, and before August 1, 2001, administrative expenses also include amounts paid for services provided by bond

counsel, fiscal consultants, and planning or economic development consultants. Pursuant to *M.S., Section 469.176, Subd. 3*, tax increment may be used to pay any **authorized and documented** administrative expenses for the District up to but not to exceed 10 percent of the total estimated tax increment expenditures authorized by the TIF Plan or the total tax increments, as defined by *M.S., Section 469.174, Subd. 25, clause (1)*, from the District, whichever is less.

For districts for which certification was requested after July 31, 2001, no tax increment may be used to pay any administrative expenses for District costs which exceed ten percent of total estimated tax increment expenditures authorized by the TIF Plan or the total tax increments, as defined in *M.S., Section 469.174, Subd. 25, clause (1)*, from the District, whichever is less.

Pursuant to *M.S., Section 469.176, Subd. 4h*, tax increments may be used to pay for the County's actual administrative expenses incurred in connection with the District and are not subject to the percentage limits of *M.S., Section 469.176, Subd. 3*. The county may require payment of those expenses by February 15 of the year following the year the expenses were incurred.

Pursuant to *M.S., Section 469.177, Subd. 11*, the County Treasurer shall deduct an amount (currently .36 percent) of any increment distributed to the EDA or City and the County Treasurer shall pay the amount deducted to the State Commissioner of Management and Budget for deposit in the state general fund to be appropriated to the State Auditor for the cost of financial reporting of tax increment financing information and the cost of examining and auditing authorities' use of tax increment financing. This amount may be adjusted annually by the Commissioner of Revenue.

Subsection 2-18. Limitation of Increment

The tax increment pledged to the payment of bonds and interest thereon may be discharged and the District may be terminated if sufficient funds have been irrevocably deposited in the debt service fund or other escrow account held in trust for all outstanding bonds to provide for the payment of the bonds at maturity or redemption date.

Pursuant to *M.S., Section 469.176, Subd. 6*:

if, after four years from the date of certification of the original net tax capacity of the tax increment financing district pursuant to M.S., Section 469.177, no demolition, rehabilitation or renovation of property or other site preparation, including qualified improvement of a street adjacent to a parcel but not installation of utility service including sewer or water systems, has been commenced on a parcel located within a tax increment financing district by the authority or by the owner of the parcel in accordance with the tax increment financing plan, no additional tax increment may be taken from that parcel, and the original net tax capacity of that parcel shall be excluded from the original net tax capacity of the tax increment financing district. If the authority or the owner of the parcel subsequently commences demolition, rehabilitation or renovation or other site preparation on that parcel including qualified improvement of a street adjacent to that parcel, in accordance with the tax increment financing plan, the authority shall certify to the county auditor that the activity has commenced and the county auditor shall certify the net tax capacity thereof as most recently certified by the commissioner of revenue and add it to the original net tax capacity of the tax increment financing district. The county auditor must enforce the provisions of this subdivision. The authority must submit to the county auditor evidence that the required activity has taken place for each parcel in the district. The evidence for a parcel must be submitted by February 1 of the fifth year following the year in which the parcel was certified

as included in the district. For purposes of this subdivision, qualified improvements of a street are limited to (1) construction or opening of a new street, (2) relocation of a street, and (3) substantial reconstruction or rebuilding of an existing street.

The EDA or City or a property owner must improve parcels within the District by approximately August 2019 and report such actions to the County Auditor.

Subsection 2-19. Use of Tax Increment

The EDA or City hereby determines that it will use 100 percent of the captured net tax capacity of taxable property located in the District for the following purposes:

1. To pay the principal of and interest on bonds issued to finance a project;
2. To finance, or otherwise pay the cost of redevelopment of the Development District No. 1 pursuant to *M.S., Sections 469.090 to 469.1082*;
3. To pay for project costs as identified in the budget set forth in the TIF Plan;
4. To finance, or otherwise pay for other purposes as provided in *M.S., Section 469.176, Subd. 4*;
5. To pay principal and interest on any loans, advances or other payments made to or on behalf of the EDA or City or for the benefit of Development District No. 1 by a developer;
6. To finance or otherwise pay premiums and other costs for insurance or other security guaranteeing the payment when due of principal of and interest on bonds pursuant to the TIF Plan or pursuant to *M.S., Chapter 462C, M.S., Sections 469.152 through 469.165*, and/or *M.S., Sections 469.178*; and
7. To accumulate or maintain a reserve securing the payment when due of the principal and interest on the tax increment bonds or bonds issued pursuant to *M.S., Chapter 462C, M.S., Sections 469.152 through 469.165*, and/or *M.S., Sections 469.178*.

These revenues shall not be used to circumvent any levy limitations applicable to the City nor for other purposes prohibited by *M.S., Section 469.176, Subd. 4*.

Tax increments generated in the District will be paid by Cottonwood County to the EDA for the Tax Increment Fund of said District. The EDA or City will pay to the developer(s) annually an amount not to exceed an amount as specified in a developer's agreement to reimburse the costs of land acquisition, public improvements, demolition and relocation, site preparation, and administration. Remaining increment funds will be used for EDA or City administration (up to 10 percent) and for the costs of public improvement activities outside the District.

Subsection 2-20. Excess Increments

Excess increments, as defined in *M.S., Section 469.176, Subd. 2*, shall be used only to do one or more of the following:

1. Prepay any outstanding bonds;
2. Discharge the pledge of tax increment for any outstanding bonds;
3. Pay into an escrow account dedicated to the payment of any outstanding bonds; or
4. Return the excess to the County Auditor for redistribution to the respective taxing jurisdictions in proportion to their local tax rates.

The EDA or City must spend or return the excess increments under paragraph (c) within nine months after the end of the year. In addition, the EDA or City may, subject to the limitations set forth herein, choose to modify the TIF Plan in order to finance additional public costs in Development District No. 1 or the District.

Subsection 2-21. Requirements for Agreements with the Developer

The EDA or City will review any proposal for private development to determine its conformance with the Development Program and with applicable municipal ordinances and codes. To facilitate this effort, the following documents may be requested for review and approval: site plan, construction, mechanical, and electrical system drawings, landscaping plan, grading and storm drainage plan, signage system plan, and any other drawings or narrative deemed necessary by the EDA or City to demonstrate the conformance of the development with City plans and ordinances. The EDA or City may also use the Agreements to address other issues related to the development.

Pursuant to *M.S., Section 469.176, Subd. 5*, no more than 10 percent, by acreage, of the property to be acquired in the District as set forth in the TIF Plan shall at any time be owned by the EDA or City as a result of acquisition with the proceeds of bonds issued pursuant to *M.S., Section 469.178* to which tax increments from property acquired is pledged, unless prior to acquisition in excess of 10 percent of the acreage, the EDA or City concluded an agreement for the development of the property acquired and which provides recourse for the EDA or City should the development not be completed.

Subsection 2-22. Assessment Agreements

Pursuant to *M.S., Section 469.177, Subd. 8*, the EDA or City may enter into a written assessment agreement in recordable form with the developer of property within the District which establishes a minimum market value of the land and completed improvements for the duration of the District. The assessment agreement shall be presented to the County Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land upon which the improvements are to be constructed and, so long as the minimum market value contained in the assessment agreement appears, in the judgment of the assessor, to be a reasonable estimate, the County Assessor shall also certify the minimum market value agreement.

Subsection 2-23. Administration of the District

Administration of the District will be handled by the City Administrator.

Subsection 2-24. Annual Disclosure Requirements

Pursuant to *M.S., Section 469.175, Subs. 5, 6, and 6b* the EDA or City must undertake financial reporting for all tax increment financing districts to the Office of the State Auditor, County Board and County Auditor on or before August 1 of each year. *M.S., Section 469.175, Subd. 5* also provides that an annual statement shall be published in a newspaper of general circulation in the City on or before August 15.

If the City fails to make a disclosure or submit a report containing the information required by *M.S., Section 469.175 Subd. 5 and Subd. 6*, the Office of the State Auditor will direct the County Auditor to withhold the distribution of tax increment from the District.

Subsection 2-25. Reasonable Expectations

As required by the TIF Act, in establishing the District, the determination has been made that the anticipated development would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan. In making said determination, reliance has been placed upon written representation made by the developer to such effects and upon EDA and City staff awareness of the feasibility of developing the project site(s) within the District. A comparative analysis of estimated market values both with and without establishment of the District and the use of tax increments has been performed as described above. Such analysis is included with the cashflow in Appendix D, and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the District and the use of tax increments.

Subsection 2-26. Other Limitations on the Use of Tax Increment

1. General Limitations. All revenue derived from tax increment shall be used in accordance with the TIF Plan. The revenues shall be used to finance, or otherwise pay the cost of redevelopment of the Development District No. 1 pursuant to *M.S., Sections 469.090 to 469.1082*. Tax increments may not be used to circumvent existing levy limit law. No tax increment may be used for the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the state or federal government. This provision does not prohibit the use of revenues derived from tax increments for the construction or renovation of a parking structure.
2. Pooling Limitations. At least 80 percent of tax increments from the District must be expended on activities in the District or to pay bonds, to the extent that the proceeds of the bonds were used to finance activities within said district or to pay, or secure payment of, debt service on credit enhanced bonds. Not more than 20 percent of said tax increments may be expended, through a development fund or otherwise, on activities outside of the District except to pay, or secure payment of, debt service on credit enhanced bonds. For purposes of applying this restriction, all administrative expenses must be treated as if they were solely for activities outside of the District.
3. Five Year Limitation on Commitment of Tax Increments. Tax increments derived from the District shall be deemed to have satisfied the 80 percent test set forth in paragraph (2) above only if the five year rule set forth in *M.S., Section 469.1763, Subd. 3*, has been satisfied; and beginning with the sixth year following certification of the District, 80 percent of said tax increments that remain after expenditures permitted under said five year rule must be used only to pay previously committed expenditures or credit enhanced bonds as more fully set forth in *M.S., Section 469.1763, Subd. 5*.

Subsection 2-27. Summary

The Windom Economic Development Authority is establishing the District to preserve and enhance the tax base, and provide employment opportunities in the City. The TIF Plan for the District was prepared by Ehlers & Associates, Inc., 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, telephone (651) 697-8500.

Appendix A
Project Description

The North Windom Industrial Park (NWIP) has been a long-term project of the City of Windom and the Windom EDA. Since the EDA's purchase of the 80 acre site on the north side of town along Highway 71 in 2003, efforts have been made to develop an industrial park for businesses to expand or relocate. The initial phase of the NWIP began in 2013. Since that time, three businesses have constructed facilities in the NWIP and began operations.

In June of 2015, Ryan Companies signed a letter of intent to purchase three lots in the NWIP. The proposed lots encompass 12.59 acres and are located in the northwest quadrant of the NWIP. Ryan proposes to construct an approximately 126,504 square foot warehouse with plans to expand the building by an additional 50,400 square feet. The proposed warehouse facility would include about 2,000 square feet of office, lunch room, and utility room space, 16 loading docks, and parking for 55 employee vehicles and 50+ semi-trailers.

TIF assistance will likely include land acquisition and site preparation (parking areas and stormwater retention pond). The project will be funded by a pay-as-you-go note and an interfund loan for preliminary expenses prior to receipt of tax increment.

Additional development on the remaining parcels is expected to occur over time.

(AS MODIFIED APRIL 5, 2016)

Currently under consideration for the Windom EDA is the purchase of approximately 76 acres of land to the south of the Ryan Companies site in the North Windom Industrial Park (NWIP) using tax increment financing.

The EDA intends to use the remaining tax increment financing from the Ryan site to acquire more property and/or construct more infrastructure for economic development purposes in the NWIP.

This modification is being done to purchase additional land and/or infrastructure to prepare the NWIP to the south of the current District to facilitate the construction of future economic development. The EDA and City are expanding the boundaries of the District in order to accomplish these goals.

Either a general obligation TIF bond or an interfund loan repaid from tax increment financing or other available funds is contemplated to purchase the land.

Additional development on the remaining parcels is expected to occur over time.

Appendix B

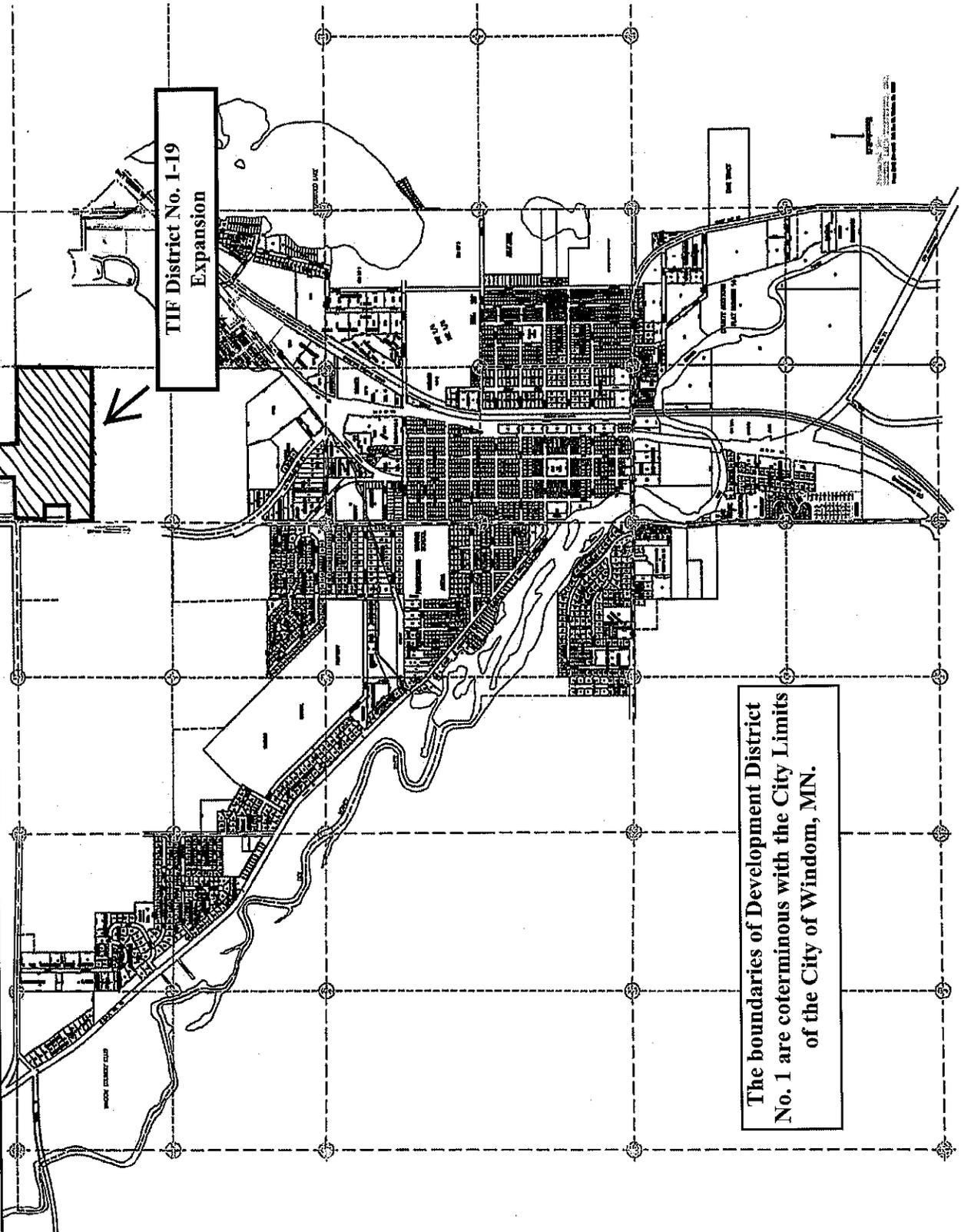
Map of Development District No. 1 and the District

**City of Windom, MN
Development District No. 1
Tax Increment Financing District No. 19 (NWIP-2)**

TIF District No. 1-19

TIF District No. 1-19
Expansion

The boundaries of Development District
No. 1 are coterminous with the City Limits
of the City of Windom, MN.



Appendix C

Description of Property to be Included in the District

The District encompasses all property and adjacent rights-of-way and abutting roadways identified by the parcels listed below.

<u>Parcel Numbers</u>	<u>Address</u>	<u>Owner</u>
25-556-0100		Windom EDA
25-556-0110		Windom EDA
25-556-0120		Windom EDA
25-556-0140		Windom EDA

(AS MODIFIED APRIL 5, 2016)

The District encompasses all property and adjacent rights-of-way and abutting roadways identified by the parcels listed below.

<u>Parcel Numbers</u>	<u>Address</u>	<u>Owner</u>
25-556-0100		Windom EDA
25-013-0100*		Ryan Companies
25-556-0060		Windom EDA
25-556-0070		Windom EDA
25-556-0080		A Red Shed ME&C LLC
25-556-0090		Sioux City Inspection
25-556-0130		Windom EDA
25-024-2900		Windom Sales Co., Inc.

*Parcel numbers 25-556-0110, 25-556-0120, and 25-556-0140 were combined into parcel number 25-013-0100 following the establishment of the District but prior to certification.

Appendix D
Estimated Cash Flow for the District



NWIP-2 Modified TIF District 1-19

City of Windom, Minnesota

Toro Warehouse Facility PLUS additional development

ASSUMPTIONS AND RATES

Economic Development		Tax Rates	
District Type:	1-19	Exempt Class Rate (Exempt)	0.00%
District Name/Number:	TBD	Commercial Industrial Preferred Class Rate (C/I Pref)	1.50%
County District #:	2015	First \$150,000	2.00%
First Year Construction or Inflation on Value	NA	Over \$150,000	1.25%
Existing District - Specify No. Years Remaining	1.00%	Commercial Industrial Class Rate (C/I)	0.75%
Inflation Rate - Every Year:	5.50%	Rental Housing Class Rate (Rental)	0.25%
Interest Rate:	1-Feb-16	Affordable Rental Housing Class Rate (Aff. Rental)	1.00%
Present Value Date:	1-Aug-16	First \$100,000	1.25%
First Period Ending	Pay 2016	Over \$100,000	1.00%
Tax Year District was Certified:	2017	Non-Homestead Residential (Non-H. Res. 1 Unit)	1.25%
Cashflow Assumes First Tax Increment For Development:	9	First \$500,000	1.00%
Years of Tax Increment	2025	Over \$500,000	1.25%
Assumes Last Year of Tax Increment	Incremental	Homestead Residential Class Rate (Hmstd. Res.)	1.00%
Fiscal Disparities Election [Outside (A), Inside (B), or NA]	0.0000%	First \$500,000	1.00%
Incremental or Total Fiscal Disparities	0.0000%	Over \$500,000	1.00%
Fiscal Disparities Contribution Ratio	138.435%	Agricultural Non-Homestead	1.00%
Fiscal Disparities Metro-Wide Tax Rate	138.435%		
Maximum/Frozen Local Tax Rate:	49.0000%		
Current Local Tax Rate: (Use lesser of Current or Max.)	0.29675%		
State-wide Tax Rate (Comm./Ind. only used for total taxes)			
Market Value Tax Rate (Used for total taxes)			

BASE VALUE INFORMATION (Original Tax Capacity)

Map #	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Tax Year		Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.	Area/Phase
								Original Market Value	Market Value					
Lot 5	25-556-0100	City/EDA	NWIP Subd	40,400	0	40,400	100%	Pay 2016	40,400	Ag Non-Homestead	404	C/I Pref.	606	3
Lot 6	25-556-0110	City/EDA	NWIP Subd	40,400	0	40,400	100%	Pay 2016	40,400	Ag Non-Homestead	404	C/I Pref.	606	1
Lot 7	25-556-0120	City/EDA	NWIP Subd	32,000	0	32,000	100%	Pay 2016	32,000	Ag Non-Homestead	320	C/I	640	2
B	25-556-0140	City/EDA	NWIP Subd	700	0	700	100%	Pay 2016	700	Ag Non-Homestead	7	C/I	14	2
Lot 1	25-556-0060	City/EDA	NWIP Subd	32,300	1,100	33,400	100%	Pay 2016	33,400	Ag Non-Homestead	334	C/I Pref.	501	7
Lot 2	25-556-0070	City/EDA	NWIP Subd	15,500	0	15,500	100%	Pay 2016	15,500	Ag Non-Homestead	155	C/I Pref.	233	8
Lot 3	25-556-0080	ME&C LLC	NWIP Subd	13,800	0	13,800	100%	Pay 2016	13,800	Ag Non-Homestead	138	C/I Pref.	207	5
Lot 4	25-556-0090	Sioux Civ Insp	NWIP Subd	13,700	113,600	127,300	100%	Pay 2016	127,300	Ag Non-Homestead	1,273	C/I Pref.	1,910	4
Lot 4	25-556-0130	City/EDA	NWIP Subd	13,900	0	13,900	100%	Pay 2016	13,900	Ag Non-Homestead	139	C/I Pref.	208	Pond
Trotter	25-024-2900	Trotter	NWIP Subd	598,700	0	598,700	100%	Pay 2016	598,700	Ag Non-Homestead	5,987	C/I Pref.	11,224	6
						916,100					9,161		16,149	

Note:

1. City supplied base values on July 8, 2015 as confirmed by County website referencing Estimated Market Value on July 10, 2015 and updated on February 29, 2016.
2. Lots 5, 7 and Outlot B were replatted in 2016 to a new subdivision as Parcel No. 25-013-0100 with an Estimated Market Value for taxes payable in 2016 of \$73,100.



NWIP-2 Modified TIF District 1-19

City of Windom, Minnesota

Toro Warehouse Facility PLUS additional development

PROJECT INFORMATION (Project Tax Capacity)														
Area/Phase	New Use	Estimated		Taxable		Total Taxable		Property Class	Project Tax Capacity	Project Tax Capacity/Unit	Percentage Completed 2015	Percentage Completed 2017	Percentage Completed 2018	First Year Full Taxes Payable
		Market Value Per Sq. Ft./Unit	Market Value Per Sq. Ft./Unit	Market Value	Market Value	Total Sq. Ft./Units	Total Value							
3	Industrial	55	55	50,000	2,750,000	50,000	2,750,000	C/I Pref.	54,250	1	0%	100%	100%	2019
1	Warehouse	52	52	126,504	6,636,930	126,504	6,636,930	C/I Pref.	132,029	1	100%	100%	100%	2017
2	Warehouse	52	52	50,400	2,644,992	50,400	2,644,992	C/I	52,900	1	0%	0%	0%	2020
6	Manufacturing	55	55	168,000	8,580,000	168,000	8,580,000	C/I Pref.	170,850	1	0%	100%	100%	2019
9	Manufacturing	55	55	156,000	8,580,000	156,000	8,580,000	C/I	171,600	1	0%	0%	0%	2020
4	Industrial	55	55	5,000	275,000	5,000	275,000	C/I Pref.	4,750	1	100%	100%	100%	2017
5	Industrial	55	55	5,000	275,000	5,000	275,000	C/I Pref.	4,750	1	100%	100%	100%	2017
7	Industrial	55	55	5,000	275,000	5,000	275,000	C/I Pref.	4,750	1	0%	0%	0%	2020
8	Industrial	55	55	50,000	2,750,000	50,000	2,750,000	C/I Pref.	54,250	1	0%	0%	0%	2020
TOTAL				0	35,243,922	0	35,243,922		699,828	0				
Subtotal Residential														
Subtotal Commercial/Ind.														
648,304														
699,828														

Note:

1. Market values are based upon \$52.40 SF of estimated construction costs from Toro for warehouse facilities as confirmed by County Assessor on July 21, 2015. Additional development are estimates from City.

TAX CALCULATIONS

New Use	Total Tax Capacity	Local Property Taxes	Fiscal Disparities	State-wide Property Taxes	Market Value	Market Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Industrial	54,250	75,101	0	26,583	8,161	109,844	109,844	2.20
Warehouse	132,029	182,774	0	64,694	19,701	287,169	287,169	2.11
Warehouse	52,900	73,232	0	25,921	7,849	107,002	107,002	2.12
Manufacturing	170,850	236,516	0	83,717	25,461	345,694	345,694	2.22
Manufacturing	171,600	237,554	0	84,084	25,461	347,100	347,100	2.22
Industrial	4,750	6,576	0	2,328	816	9,719	9,719	1.94
Industrial	4,750	6,576	0	2,328	816	9,719	9,719	1.94
Industrial	54,250	75,101	0	26,583	8,161	109,844	109,844	2.20
Industrial	54,250	75,101	0	26,583	8,161	109,844	109,844	2.20
TOTAL	699,828	968,431	0	342,818	104,586	1,415,935	1,415,935	

Note:

1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law and other factors which cannot be predicted.

WHAT IS EXCLUDED FROM TIF?

Total Property Taxes	1,415,935
less State-wide Taxes	(342,818)
less Fiscal Disp. Adj.	0
less Market Value Taxes	(104,586)
less Base Value Taxes	(22,355)
Annual Gross TIF	946,175

MARKET VALUE BUT / FOR ANALYSIS

Current Market Value - Est.	916,100
New Market Value - Est.	35,243,922
Difference	34,327,822
Present Value of Tax Increment	4,688,908
Difference	29,640,914
Value likely to occur without Tax Increment, is, less than:	29,640,914

Appendix E

Minnesota Business Assistance Form (Minnesota Department of Employment and Economic Development)

A Minnesota Business Assistance Form (MBAF) should be used to report and/or update each calendar year's activity by April 1 of the following year.

Please see the Minnesota Department of Employment and Economic Development (DEED) website at <http://www.deed.state.mn.us/Community/subsidies/MBAFForm.htm> for information and forms.

Appendix F

Findings Including But/For Qualifications

1. *Finding that the Tax Increment Financing District No. 1-19 (NWIP - 2) is an economic development district as defined in M.S., Section 469.174, Subd. 12.*

Tax Increment Financing District No. 1-19 (NWIP - 2) is a contiguous geographic area within the City's Development District No. 1, delineated in the TIF Plan, for the purpose of financing economic development in the City through the use of tax increment. The District is in the public interest because it will facilitate the development of a 126,504 square feet warehouse facility with additional development which will discourage commerce, industry, or manufacturing from moving their operations to another state or municipality; it will increase employment in the state, and preserve and enhance the tax base of the state.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 1-19 (NWIP - 2) permitted by the TIF Plan.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the initial development proposed in this plan is a 126,504 square foot warehouse facility that meets the City's objectives for economic development. The cost of land acquisition and site preparation (parking areas and stormwater retention pond) makes development of the facility infeasible without City assistance. The developer provided a letter as justification that the developer would not have gone forward without tax increment assistance.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: The City supported this finding on the grounds that the cost of land acquisition and site improvements add to the total development cost. Historically, site development costs in this area have made development infeasible without tax increment assistance. Therefore, the City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

Therefore, the City concludes as follows:

- a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is \$0.
- b. If the proposed development occurs, the total increase in market value will be \$11,920,422.
- c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$1,805,857.

- d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than \$10,114,565 (the amount in clause b less the amount in clause c) without tax increment assistance.

- 3. *Finding that the TIF Plan for Tax Increment Financing District No. 1-19 (NWIP - 2) conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The Planning Commission reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

- 4. *Finding that the Tax Increment Financing Plan for Tax Increment Financing District No. 1-19 (NWIP - 2) will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of Development District No. 1 by private enterprise.*

The project to be assisted by the District will result in increased employment in the City and the State of Minnesota, increased tax base of the State, and add a high quality development to the City.

But-For Analysis	
Current Market Value	113,500
New Market Value - Estimate	10,991,392
Difference	10,877,892
Present Value of Tax Increment	1,647,346
Difference	9,230,546
Value Likely to Occur Without TIF is Less Than:	9,230,546

(AS MODIFIED APRIL 5, 2016)

The reasons and facts supporting the findings for the modification of the Tax Increment Financing Plan for Tax Increment Financing District No. 1-19 (NWIP - 2) as required pursuant to M.S., Section 469.175, Subd. 3 are as follows:

1. *Finding that the Tax Increment Financing District No. 1-19 (NWIP - 2) as expanded is an economic development district as defined in M.S., Section 469.174, Subd. 12.*

Tax Increment Financing District No. 1-19 (NWIP - 2) is a contiguous geographic area within the City's Development District No. 1, delineated in the TIF Plan Modification, for the purpose of financing economic development in the City through the use of tax increment. The District as expanded is in the public interest because it will facilitate the acquisition of approximately 76 acres of land for future development which will discourage commerce, industry, or manufacturing from moving their operations to another state or municipality; it will increase employment in the state, and preserve and enhance the tax base of the state.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 1-19 (NWIP - 2) permitted by the TIF Plan Modification.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the additional land to be acquired meets the City's objectives for economic development. The cost of land acquisition and site preparation makes future development of the land infeasible without City assistance. The developer provided a letter as justification that the developer would not have gone forward without tax increment assistance.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan Modification: The City supported this finding on the grounds that the cost of land acquisition and site improvements add to the total development cost. Historically, site development costs in this area have made development infeasible without tax increment assistance. Therefore, the City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

Therefore, the City concludes as follows:

- a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is \$0.
- b. If the proposed development occurs, the total increase in market value will be \$34,327,822.

- c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$4,686,908.
 - d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than \$29,640,914 (the amount in clause b less the amount in clause c) without tax increment assistance.
3. *Finding that the TIF Plan Modification for Tax Increment Financing District No. 1-19 (NWIP - 2) conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The Planning Commission reviewed the TIF Plan Modification and found that the TIF Plan Modification conforms to the general development plan of the City.

4. *Finding that the TIF Plan Modification for Tax Increment Financing District No. 1-19 (NWIP - 2) will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of Development District No. 1 by private enterprise.*

The project to be assisted by the expanded District will result in increased employment in the City and the State of Minnesota, increased tax base of the State, and add a high quality development to the City.

But-For Analysis	
Current Market Value	916,100
New Market Value - Estimate	35,243,922
Difference	34,327,822
Present Value of Tax Increment	4,686,908
Difference	29,640,914
Value Likely to Occur Without TIF is Less Than:	29,640,914



STAFF REPORT

To: Mayor and Windom City Council
From: Mary Hensen, EDA Admin. Asst.
Council Meeting Date: April 5, 2016
Item Title/Subject: **POTENTIAL TIF DISTRICT 1-20
RESOLUTION – SUBSTANDARD BUILDING
RESOLUTION – CALLING FOR PUBLIC HEARING**

Background:

The EDA has been contacted by New Vision Co-op concerning their plans for demolition of substandard buildings located on their property at 125 16th Street ("16th Street Site") and also at 867 First Avenue ("South Elevator Site").

Inspections of the flat storage building on the 16th Street Site were made and the City Council adopted a Substandard Building Resolution concerning that building on March 15, 2016. Inspections of the tower elevator and annex (8-silo attachment) have also been made which reveal the substandard condition of this building. Attached for your review are copies of the Report completed by NOHR Engineering Company dated April 20, 2015, and the Report Letter completed by Windom Building & Zoning Official James Kartes. Also attached for your review is a copy of a proposed Resolution finding the tower elevator (aka "main house" or "elevator house") and the annex to be a substandard building.

The EDA is in the process of discussion and negotiations with New Vision Co-op concerning a potential new "Scattered Site" TIF District to cover the area of the former flat storage building and the South Elevator Site. This would be a redevelopment TIF district for the purpose of reimbursement of expenses for demolition of buildings and site restoration, etc.

Even though this new TIF District is still in the discussion stage, due to time schedules and notification requirements, it is necessary to call for a public hearing on this potential new TIF District for the regularly-scheduled City Council Meeting to be held on May 3, 2016. Attached for your review is a proposed Resolution Calling for a Public Hearing.

Should you have any questions prior to the April 5th City Council Meeting, please do not hesitate to contact me or City Administrator Steve Nasby.

Drew Hage and I plan to attend the April 5th City Council Meeting to answer any questions concerning these documents that you may have at that time.

Thank you for your consideration of these matters.

Respectfully submitted,

Mary Hensen, EDA Admin. Asst.

Attachments

RESOLUTION # 2016-

INTRODUCED:

SECONDED:

VOTED: AYE:

NAY:

ABSENT:

ABSTAINED:

RESOLUTION FINDING PARCEL TO BE OCCUPIED BY IMPROVEMENTS AND A SUBSTANDARD BUILDING

WHEREAS, it has been proposed that the City Council for the City of Windom, Minnesota, (the "City"), create a scattered site tax increment financing ("TIF") district in areas within the City to be designated a redevelopment district as defined in Minnesota Statutes, Section 469.174, Subd. 10; and

WHEREAS, in order to create this type of TIF district, the City must make a determination that before the demolition or removal of a substandard building, certain conditions existed; and

WHEREAS, this Resolution addresses the conditions found on Parcel No. 25-025-3900 located at 867 First Avenue to potentially be included in the proposed TIF district (the "Parcel"); and

WHEREAS, a tower elevator and attached 8-silo annex, elevator scale room, and grain inspection station used for storage and processing of grain are situated on the Parcel; and

WHEREAS, inspections of the Parcel and buildings have been completed and said inspections find that more than 70 percent of the Parcel is occupied by the buildings and gravel parking areas; that the tower elevator and annex are structurally substandard to a degree requiring substantial renovation or clearance; that the tower elevator and annex are not in compliance with the building code applicable to new buildings and could not be modified to satisfy the building code at a cost of less than 15 percent of the cost of constructing a new structure of the same square footage and type on this site; and

WHEREAS the City intends to consider including the Parcel within a new TIF district.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Windom that more than 70 percent of the area of the Parcel identified herein contains improvements and is occupied by a tower elevator and annex that are structurally substandard; and that the City intends to consider including this area within a new TIF district. Nothing in this Resolution is intended to constitute an approval of any project that may take place on the Parcel or an agreement regarding any such project.

Dated this 5th day of April, 2016.

Corey Maricle, Mayor

ATTEST: _____
Steven Nasby, City Administrator

RESOLUTION # 2016-

INTRODUCED:

SECONDED:

VOTED: AYE:

NAY:

ABSENT:

ABSTAINED:

CITY OF WINDOM STATE OF MINNESOTA

RESOLUTION CALLING FOR A PUBLIC HEARING BY THE CITY OF WINDOM ON THE PROPOSED MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1, AND THE PROPOSED ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 1-20 ("NEW VISION") THEREIN, AND THE PROPOSED ADOPTION OF THE TAX INCREMENT FINANCING PLAN THEREFOR

WHEREAS, the City of Windom has received a request from the Economic Development Authority of Windom to consider the establishment of a new redevelopment tax increment financing (TIF) district and to call for a public hearing on said proposed district.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL (the "Council") FOR THE CITY OF WINDOM, MINNESOTA (the "CITY"), AS FOLLOWS:

1. Public Hearing. This Council shall meet on May 3, 2016, at approximately 7:30 p.m., to hold a public hearing on the proposed modification of the Development Program for Development District No. 1, the proposed establishment of Tax Increment Financing District No. 1-20 ("New Vision"), and the proposed adoption of a Tax Increment Financing Plan therefor, all pursuant to and accordance with Minnesota Statutes, Sections 469.090 through 469.1082, Sections 469.124 through 469.133, and Sections 469.174 through 469.1794, all inclusive, as amended, in an effort to encourage the development and redevelopment of certain designated areas within the City; and

2. Notice of Public Hearing, Filing of Program and Plan. City Staff is authorized and directed to work with Ehlers and Associates, Inc., to prepare the modification to the Development Program and the Tax Increment Financing Plan (the "Program and Plan") and to forward documents to the appropriate taxing jurisdictions including Cottonwood County and Independent School District No. 177. The City Administrator is authorized and directed to cause notice of the hearing, together with an appropriate map as required by law, to be published at least once in the official newspaper of the City not later than 10, nor more than 30, days prior to May 3, 2016, and to place a copy of the Program and Plan on file in the Economic Development Authority's Office at City Hall and to make such copy available for inspection by the public.

ADOPTED this 5th day of April, 2016.

Corey Maricle, Mayor

ATTEST:

Steven Nasby, City Administrator

NOHR Engineering Company, LLC

CONSULTING ENGINEERS

TEL: 605-665-1214
FAX: 605-665-8060

Visit us on the Internet
<http://www.nohrengineering.com>
or E-mail us at
nohr@nohrengineering.com

SUITE 200, THE WAGNER BUILDING
307 1/2 WALNUT STREET
YANKTON, SOUTH DAKOTA 57078

April 20, 2015

NOHR # 2015046RepWindomMN03162015

Frank McDowell
Dan Koopman
New Vision Coop
38438 210th Street
Brewster, MN 56119

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

RE: Engineering Inspection
Main Slipform Concrete House and Annex
New Vision Coop
Windom, MN Location

Christopher Wortmann

Signature: 

Date

4/20/15

License # 47355

Narrative:

On Friday, March 20, 2015, Mr. Chris Wortmann, P.E. with NOHR Engineering Company, LLC traveled to the elevator facility owned by New Vision Coop located in Windom, MN. NOHR had been asked to visually inspect the concrete house and annex to evaluate the observed and existing cracks that are present at the exterior and provide recommendation for further use and/or repair. While on site, NOHR met with elevator personnel who provided access to the facility as well as some information used to help prepare this report.

The slipform elevator house was constructed by Hogenson Construction. The main house has had large cracks in the east corner bins for several years that appear to be worsening. NOHR did NOT see any signs of recent spall and/or crack repair. The condition of the main house has been of some concern for elevator personnel. Cracking at the corners of Silos #10 & #18 appears to be worsening. Also, of concern is the location of the active railroad line located to the east of the structure that causes vibration of the structure. The bin along the east side of the elevator (#10, #14, #15, & #18) have been taken out of service and are not used to store grain.

In NOHR's experience, grain storage elevators, bins, silos and bulk commodity storage buildings are working structures and subject to significant changes in condition over time and with fill and empty cycles during normal intended use. Observations made by NOHR during the time on site reflect the CURRENT CONDITIONS ONLY and are intended as "point in time" observations of the "CURRENT CONDITION" of the structures as viewed from the exterior of the structure unless specifically stated otherwise.

NOHR recommends that facility employees on site perform routine daily, weekly and annual inspections and observations of the current conditions of storage bins, silos and building structures and specific inspections after each filling and emptying. Written inspection records should be kept

with photos and notes for future comparison to look for changes in condition both at the interior and exterior of buildings, silos and bins.

Over time, on-site personnel often do not notice slow development and progression of grain elevator, storage bin/silo or building structure deterioration and maintenance problems. Random maintenance and condition inspections by facility maintenance personnel or outside contractors should be done from time to time in addition to outside personnel making structural observations to help identify potential problems not previously observed or that have recently developed. It is good work practice to occasionally temporarily shutdown and thoroughly clean a facility and let dust settle for closer inspection and observations of interior silo and bin walls and to allow for service, maintenance and identification of areas in need of more significant repair and up-keep following accepted industry safety standards.

Refer to the attached NOHR's Photos with Field Notes # 1 through # 48

General Comments:

The grain storage facility in Windom, MN consists of a main slipform concrete elevator and an 8 round barrel slipform concrete annex located to the south of the elevator.

Throughout the structure, various pieces of spouting and chutes have been patched and need more permanent repairs. Millwright maintenance work on site should be increased, as is common on older facilities, maintenance and repair costs increase over time and with use.

With consideration of the age of the structure, the cracking damages present on the east side of the structure and the amount of past use throughout the years, it is NOHR's opinion that the elevator and annex must be inspected by qualified personal each time the silos are emptied for changes, signs of silo wall damages and deterioration with necessary repairs being made before silos are re-filled again. If any signs of new and active appearing cracking begin to develop, silos should be immediately emptied and taken out of service until suitable repairs are made.

NOHR's Observations and Comments for the Main Concrete House:

- NOHR was told that grain is not leaking or flowing from silo to silo at interior wall cracks or broken concrete areas. No pieces of concrete have been reported or found in grain withdrawn from the silos that are being used.
- All the observed exterior concrete elevator walls in the main house need horizontal wall crack and concrete surface pop-out repair work, which should be completed in the near future to help minimize water damages to the elevator wall and any further deterioration of wall reinforcing steel. The exterior wall horizontal cracking and concrete surface pop-outs **do not** appear structurally dangerous at this time, but are widespread and significant. Repair work should be scheduled as soon as practical to help prevent further deterioration of the structure before cracking and wall deterioration becomes more severe.
- The cracking damages on the east side of the facility are pronounced and appear to be active. According to facility personnel, the cracks are worsening annually. Vibrations for the nearby railroad tracks is likely providing some additional deterioration of the concrete walls, but is in NOHR's opinion not the primary cause of deterioration. Rather, ongoing water

infiltration into the cracks significantly worsens the condition as freeze/thaw action will physically open gaps with each cycle. The east end of the elevator must remain out of service.

- The east silos could be brought back to full service with a full reinforced gunite liner, however this is not an economical repair in NOHR's opinion. NOHR recommends that at a minimum to help prevent a sudden and catastrophic collapse of the exterior silo walls, the outside corners of Silos #10 and #10 be reinforced with steel plate strapping. The straps would help reinforce the corners to replace the damaged and failed corner reinforcing steel. This strapping would only be intended to help prevent sudden collapse of the walls and is NOT intended to be a repair for the silos. Strap reinforcing should be designed by an experienced structural engineer familiar with concrete elevator construction and repair.
- Facility staff reported no problems with ground water in the boot pit area of the main house. However, supplying the boot pit and tunnels with pressurizing ventilation air from fans can help with water condensation, dry smaller water problems as well as assist in dust control.
- NOHR also observed deterioration to the head house of the main elevator. Surface waterproofing is in poor condition particularly on the west side where water infiltration is occurring and water is running into the top of the bins, damaging grain. A qualified and reputable waterproofing and sealing contractor should be hired to make necessary repairs and improvements to the roof.
- Silo roof decks and slabs do not appear to be sagging or deflecting in an unusual manner, indicating the silo roof deck support beams are in good condition and in place at the beam pockets at the top of silo walls. Further interior inspections of the silo can confirm this assumption. Some openings in the upper gallery floor are covered by aged and deteriorated plywood. This is a potential fall safety hazard that should be corrected with a more permanent solution.
- NOHR was able to view inside the out-of-service bins on the east side of the elevator from the access openings at the main work floor level. NOHR was able to view the inside of other bins from the silo roof deck level. NOHR noted obvious signs of water infiltration at horizontal crack locations. Sealing these leaks can help prevent water related damages to the structure and to stored grain. Other spalls and surface scaling should be more closely inspected by a concrete restoration contractor when other areas are inspected and repaired as needed as part of regular maintenance and upkeep. **For safety and until a full interior inspection can be made, NOHR recommends the elevator be emptied and taken out of service until repairs are made or when the silos are deemed to be in satisfactory condition.**
- Silo #7 was out of service due to the discharge gate being plugged over. The bin is full of grain that cannot be removed. A grain salvage contractor should be consulted and/or hired to remove this grain and restore use of the silo.

NOHR's Observations and Comments for the Annex:

- Viewing the exterior concrete of the annex, NOHR observed NO obvious sings of recent exterior maintenance, upkeep and repair work and it appears that no exterior wall concrete surface pop-out repair, horizontal crack repair or exterior silo wall sealing has been done for

many years. NOHR recommends that the exterior painted surface of the silo be touched up to help protect and provide a weather resistant barrier for the exposed exterior surfaces of older lower cement content concrete.

- Note that when distinct bands of paint cracking and loss on silo wall surfaces are worn or flaking off, wall reinforcing steel is insufficient deteriorated or otherwise lacking. Old appearing wall cracks in these areas should be sealed then closely monitored for changes. If old cracks reopen or grow in length or if new cracks develop, silo wall reinforced gunite liners are needed.
- All observed exterior concrete elevator walls in the annex need wall horizontal crack and concrete surface pop-out repair work, which should be completed in the near future to help minimize water damage to the elevator wall and further deterioration of wall reinforcing steel. Exterior concrete wall horizontal cracking and surface pop-outs are widespread and are large in some places.
- At all lower man access gates, NOHR saw obvious visual signs of advanced deterioration of the concrete. Deterioration is more pronounced on the east side as compared to the west side and will require a more thorough inspection from inside and outside the silos.
- At the west side of the annex **active** appearing cracks were clearly visible and located near the man access gates and extending through the discharge gates. These cracks must be more closely inspected from both the exterior and interior of the bin.
- Due to the cracking at both the east and west sides of the annex, NOHR recommends that a qualified concrete restoration contractor make a closer inspection of the silos be made at the inside and outside of the silos and provide estimates for repair and/or reinforcement as needed. **NOHR recommends that the annex be emptied and taken out of service until a full interior inspection can be made and repairs and/or reinforcement of the silos is complete.**
- Old and active appearing vertical silo wall cracks were present at all of the exposed exterior silo walls in the annex. Before more grain is placed in these silos, the cracks should be patched and sealed. After patching and sealing cracks can be monitored for signs of new and active appearing silo wall movement, widening of the cracks and/or elongation and deterioration, if these areas are left un-repaired and un-sealed, water will accelerate deterioration of the reinforcing steel over time causing significantly more damage to develop in the silo wall. If wall cracks re-open after patching and sealing repairs are completed, the silo and adjacent silos should be taken out of service until more significant repairs such as gunite liners are made for safety.
- Silo roof decks and slabs do not appear to be sagging or deflecting in an unusual manner, indicating the silo roof deck support beams are in good condition and in place at the beam pockets at the top of silo walls. Further interior inspections of the silo can confirm this assumption.
- Roof level water leaks do not appear to be a problem. However, on-going patching and maintenance will be required to help prevent roof level water leaks which can lead to silo roof deck and wall reinforcing steel deterioration.

- NOHR did not inspect below grade areas of the annex. NO problems were reported by facility operators although ground water can be an issue at times. Supplying the boot pit and tunnels with pressurizing ventilation air from fans can help with water condensation, dry smaller water problems as well as assist in dust control.

Summary:

The slipform concrete grain storage elevator and annex structures at the Windom, MN location is aged and obsolete and in need of extensive maintenance and repair to reinforce cracked and damaged walls at the annex as well as to inspect, repair, seal and paint as needed exterior walls of both the main house and annex to help protect wall surfaces and extend the useful service life of the structures are needed.

NOHR recommends that spouting, mechanical equipment and millwright work be inspected by a qualified and reputable millwright contractor who can provide estimates for replacing, at a minimum, spouting and other worn out equipment. As a company policy for all elevator locations, NOHR strongly recommends continuing to stress the importance of overall housekeeping. At this facility, housekeeping will be losing battle unless significant work is done to upgrade and improve spouting throughout the structure.

All silo walls (interior and exterior) of both the main house and annex must be visually checked at least annually when the silos are empty. "Active" appearing vertical cracks in walls need close attention and possible reinforced gunite liner reinforcing. If grain begins leaking from silo to silo or if concrete pieces are found in the grain from a silo, for safety, the silo and surrounding silos must be removed from service, slowly emptied and inspected more closely with repairs made **before** filling the silo and adjacent silos again.

Because of the age of the structure, observed silo wall deterioration and for safety, it is NOHR's opinion that the main house, should be taken out of service until repaired and improved as needed by a qualified, experienced and reputable concrete restoration contractor.

At the annex, cracks located at the lower portion of the structure around all the man access gates must be more closely inspected when empty. NOHR recommends that the silos be emptied and completely taken out of service until maintenance and repairs are completed by qualified, experienced and reputable concrete restoration contractor. In NOHR's experience, silo walls can and do collapse suddenly and without warning when structural deficiencies in the silo wall are present.

All patched and sealed silo wall cracks should be monitored for any signs of new movement, crack growth and deterioration. If additional crack growth or new movement begins to develop, more extensive repairs and the installation of a full or perhaps partial gunite liner will be needed. Reopening of previously patched and sealed cracks **is a clear indication** of an active structural crack that is in need of immediate attention and repair. If new crack growth develops in a previously patched and sealed crack, the silo and adjacent silos must be removed from service for safety until more permanent repairs can be made.

Repairs and required maintenance work to the facility will be extensive! Please note that grain storage structures are working structures that will continue to worsen in condition and deteriorate due to wear from normal use and need maintenance and repair. Generally, slipform grain storage structures require more maintenance and upkeep to continue to operate efficiently and safely as

they age. Simply stated, older facilities require more up-keep and maintenance to remain in reliable safe use.

NOHR recommends that insurance personnel or a consultant specifically involved with grain facility related OSHA safety and compliance issues be asked to provide opinions and recommendations regarding improvements or changes to the facility's safety gates, ladders, stairs, catwalks, equipment guarding and structures on site particularly at the older jumpform concrete grain storage side of the facility.

Modernization work that changes and/or increases BPH bin and silo fill and emptying rates will accelerate bin and silo wear and tear, increase maintenance costs and shorten overall useful life. Any work to increase or change original BPH capacities should be carefully considered before approving the work for construction.

Please refer to the attached copies of NOHR Information Memos for more details regarding the safe and efficient operation and maintenance of grain storage structures.

If additional damage is discovered during the course of repairs, it may be necessary for a follow up inspection by a qualified Engineer or repair contractor's designer. NOHR reserves the right to add to or modify this report as new information becomes available or conditions in the elevator change.

Sincerely,
NOHR Engineering Company, LLC



Christopher J. Wortmann, PE

CJW/bw

Encl: Photos and Field Notes # 1 through # 48

NOHR Informational Memos #1, #14, #17, #21, #61

Cc/file 2015046

NOHR NOTES:

NOHR PROVIDES CLIENTS WITH ENGINEERING SERVICES WORKING WITH VERBAL AUTHORIZATION, PURCHASE ORDERS OR WRITTEN CONTRACTS. NOHR'S CERTIFICATES OF INSURANCE COVERAGES ARE AVAILABLE WHEN A CLIENT REQUESTS SERVICES ON A SPECIFIED PROJECT. IT IS THE CLIENTS' RESPONSIBILITY TO INFORM OTHERS THAT NOHR'S LIABILITY FOR SITE OBSERVATIONS, FIELD NOTES SKETCHES, REPORT RECOMMENDATIONS, DESIGNS, DRAWINGS, AND SPECIFICATIONS DO NOT EXCEED ENGINEERING FEES RECEIVED UNLESS OTHER ARRANGEMENTS ARE MADE IN WRITING. REFER TO NOHR'S CURRENT FEE SCHEDULE AND "TERMS" FOR ADDITIONAL INFORMATION.

WRITTEN AND DOCUMENTED RECOMMENDATIONS FROM NOHR GOVERN, AS VERBAL INFORMATION MAY BE MISUNDERSTOOD OR INCOMPLETE! CONCLUSIONS AND RECOMMENDATIONS CONTAINED IN NOHR'S LETTERS, REPORTS, SKETCHES AND FIELD NOTES ARE BASED ON OBSERVATIONS AND INFORMATION AVAILABLE AS UNDERSTOOD BY NOHR. NOHR RESERVES THE RIGHT TO MAKE CHANGES AND ADDITIONS AS MORE INFORMATION BECOMES AVAILABLE. NOHR ASSUMES NO LIABILITY FOR ANY FACTUAL CHANGES DISCOVERED AFTER NOHR'S OBSERVATIONS OF A SITE.

VISUAL INSPECTIONS, OBSERVATIONS, FIELD NOTES, SKETCHES AND REPORTS ON PROCESSES, EQUIPMENT AND STRUCTURES ARE MADE AT A SPECIFIC POINT IN TIME. THE EQUIPMENT AND STRUCTURES' CONDITIONS DO CHANGE THROUGH USE, WEAR, AGE AND WEATHER. SERIOUS PROBLEMS OFTEN ARE CONCEALED OR HIDDEN ONLY TO BE DISCOVERED LATER. NOHR STRONGLY EMPHASIZES THE NEED FOR REGULAR AND AS NEEDED INSPECTIONS BY THE OWNER. GENERAL EXTERIOR VISUAL OBSERVATIONS FOR CHANGES SHOULD BE MADE DAILY WITH MORE DETAILED INTERIOR AND EXTERIOR OBSERVATIONS MADE SEVERAL TIMES A YEAR OR MORE WITH DATED NOTES AND PHOTOS TAKEN FOR FUTURE REVIEW AND COMPARISON FOR EVALUATION OF ANY CHANGES.

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AN ENGINEER OF RECORD RETAINED BY OWNERS OR CONTRACTORS MUST PROVIDE CALCULATIONS, DESIGNS, DETAILS, DRAWINGS, SPECIFICATIONS, PROJECT COORDINATION, CONSTRUCTION CONTRACT ADMINISTRATION AND IBC SPECIAL INSPECTION SERVICES UNLESS WRITTEN ARRANGEMENTS ARE MADE WITH NOHR TO PROVIDE THESE SERVICES FOR THE PROJECT. NOHR'S LIABILITY ON PROJECTS WILL NOT EXCEED THE ENGINEERING FEES AND EXPENSES RECEIVED WHEN THE CLIENT DOES NOT RETAIN NOHR AS THE ENGINEER OF RECORD AND OR FOR IBC SPECIAL INSPECTIONS AND DAILY SITE OBSERVATIONS ON A PROJECT.

NOHR CANNOT PROVIDE PROFESSIONAL ENGINEER SIGNED AND SEALED CONSTRUCTION PRINTS UNTIL CONSTRUCTION "APPROVAL PRINTS" ARE CHECKED, SIGNED AND DATED BY THE OWNER OR CONTRACTOR AND RETURNED TO NOHR OR VERBAL APPROVALS ARE PROVIDED AND NOTED ON THE PRINTS.

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RECOMMENDATIONS ARE MADE TO THE BEST OF NOHR'S ABILITIES FOR REPAIR OF DAMAGES TO CONDITIONS FUNCTIONALLY SIMILAR TO THE BEFORE DAMAGE CONDITION. REPAIR RECOMMENDATIONS ARE NOT INTENDED TO IMPROVE OR MAKE BETTER THAN A BEFORE DAMAGE CONDITION UNLESS SPECIFICALLY STATED OTHERWISE IN WRITING BY NOHR. REPAIRS CANNOT MAKE SOMETHING NEW AND OFTEN CANNOT BE MADE TO CURRENT, CODES, STANDARDS AND PRACTICE.

WHEN OWNERS ACT AS A THE "GENERAL CONTRACTOR" ON THEIR OWN PROJECTS TO ARRANGE AND SCHEDULE SERVICES AND CONSTRUCTION WORK, PROBLEMS, DELAYS IN COMPLETION AND LOSS OF USE ARE THE GENERAL CONTRACTOR/OWNER'S RESPONSIBILITY! WHEN AN OWNER RETAINS A GENERAL CONTRACTOR ON A PROJECT, THE OWNER AND CONTRACTOR MUST AGREE IN WRITING ON COMPLETION DATES, INSURANCE COVERAGES NEEDED, BONDING REQUIREMENTS, WORK PAYMENT SCHEDULES, ETC.

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NOHR Photos with Field Notes

PhotoID: 2015046-20150320-249176 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes:

Inspect cracks in elevator.
Client: New Vision Co-op
Client Rep: Frank McDowell
NOHR Rep: Christopher Wortmann, PE

NOHR Photos With Field Notes

NOHR Engineering Company, LLC
Suite 200, The Wagner Building
307 ½ Walnut Street
Yankton, South Dakota 57078-4344

Tel: 605-665-1214

Fax: 605-665-8060

www.nohrengineering.com

PhotoID: 2015046-20150320-249176 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 1**

View looking south at the north side of the structure.

Bin #7 is full and the discharge gate is blocked. Note the trail of grain liqueur from the upper, unused discharge gate.



PhotoID: 2015046-20150320-248231 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 2**

Closer view of the large crack along the northeast corner of the elevator at Bin #10. The corner bin has been taken out of use, but cracks are worsening.



NOHR Photos with Field Notes

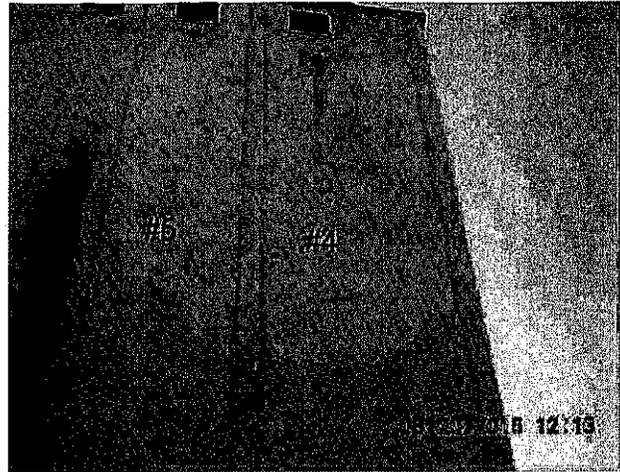
PhotoID: 2015046-20150320-248232 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 3**

Numerous spalled areas and horizontal cracking are in need of repair and sealing.

Due to the cracking on the east side, the east side corner bins should be very closely monitored and taken out of service and inspected if any signs of vertical cracking appear.



PhotoID: 2015046-20150320-249171 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 4**

View of the west side of the elevator.

Same comments regarding spall and crack repair.

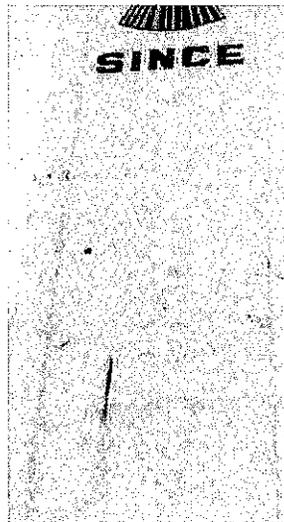


PhotoID: 2015046-20150320-249175 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 5**

Typical cracks.



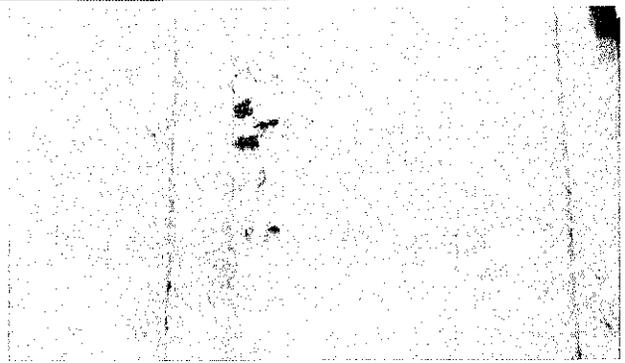
NOHR Photos with Field Notes

PhotoID: 2015046-20150320-249173 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 6**

Typical Spalls with exposed rebar.



PhotoID: 2015046-20150320-249168 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 7**

View looking north at the south side.

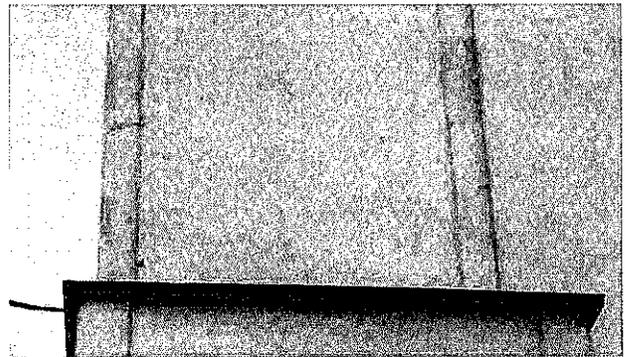


PhotoID: 2015046-20150320-249170 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 8**

Typical cracking at the corner.



NOHR Photos with Field Notes

PhotoID: 2015046-20150320-249169 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 9**

Horizontal cracking and spalling.



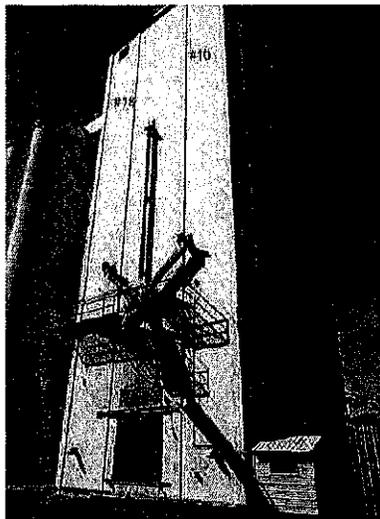
PhotoID: 2015046-20150320-248234 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 10**

View of the east side.

The train siding is no longer used and the east bins #10, #14, #15, & #18 are not used



PhotoID: 2015046-20150320-248235 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 11**

Cracking and spalling.



NOHR Photos with Field Notes

PhotoID: 2015046-20150320-249160 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 15**

Typical view of spouting at the main work floor level. Spouting appears in similar condition throughout the structure.

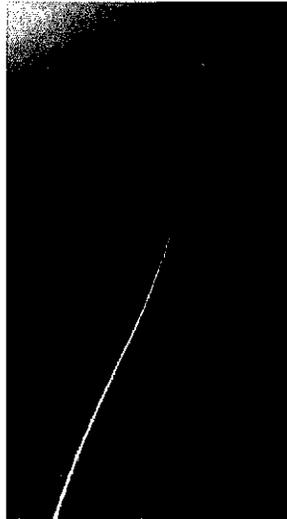


PhotoID: 2015046-20150320-249153 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 16**

Interior view of bin #10. Water infiltration is clearly visible on the walls.

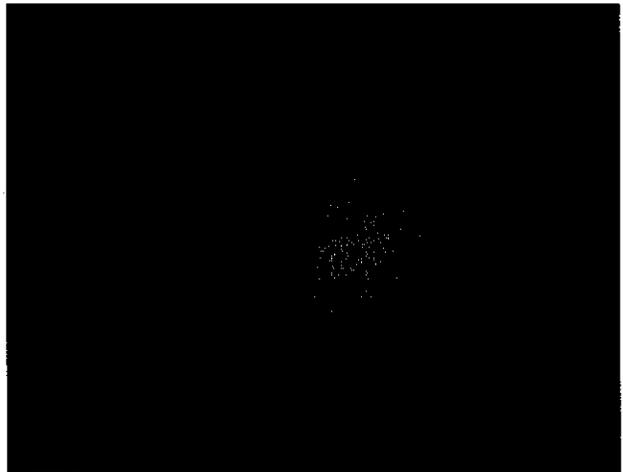


PhotoID: 2015046-20150320-249150 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 17**

Closer view of the walls that show water infiltration, horizontal cracking and spalls.



NOHR Photos with Field Notes

PhotoID: 2015046-20150320-248315 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 21**

Old and rotted plywood cover areas of open silos. The area must not be walked on by personnel and must be repaired or blocked off from use.

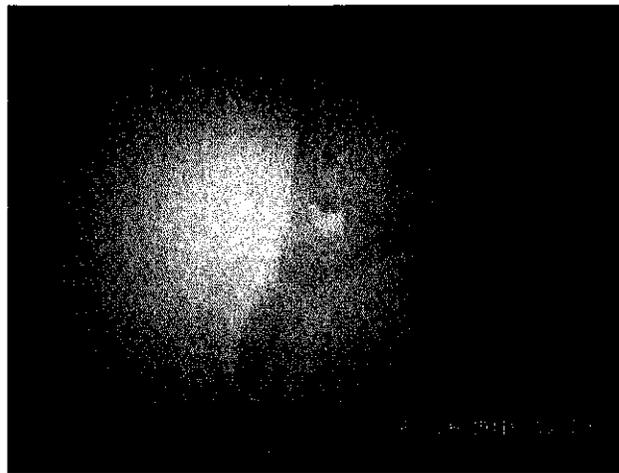


PhotoID: 2015046-20150320-248275 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 22**

Interior view of the silo bins.
Note the horizontal cracking and spalls.

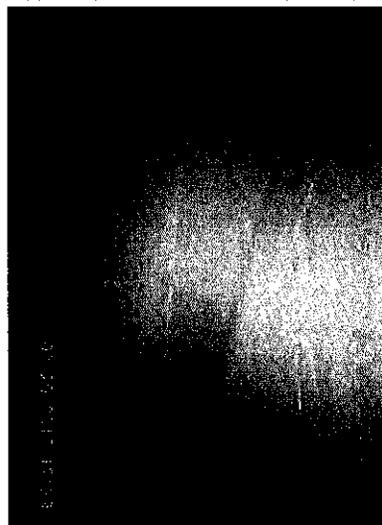


PhotoID: 2015046-20150320-248271 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 23**

Cracking at the corners may indicated rotational movement,



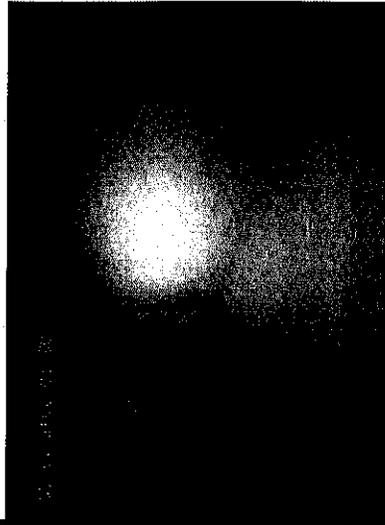
NOHR Photos with Field Notes

PhotoID: 2015046-20150320-248279 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 24**

Same comments



PhotoID: 2015046-20150320-248302 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 25**

Same comments.

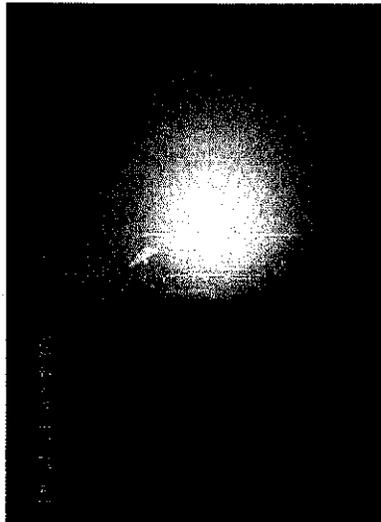


PhotoID: 2015046-20150320-248308 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 26**

Old patch repair from past cracks and fallouts



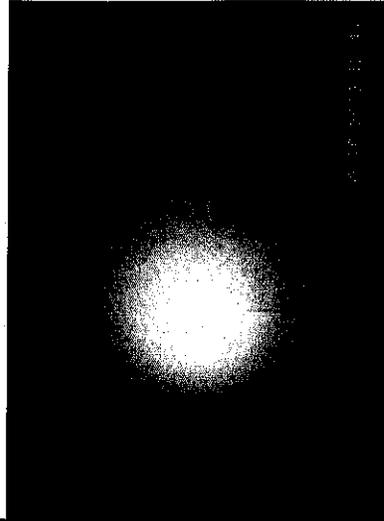
NOHR Photos with Field Notes

PhotoID: 2015046-20150320-248309 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 27**

View of the opposite side



PhotoID: 2015046-20150320-248240 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 28**

East side of the annex.

The exterior of the annex is in need of maintenance and upkeep to seal cracks and repair spalled concrete.

The gate openings at the bottom show significant deterioration that may warrant closer inspection and possibly reinforcement with a gunite collar.

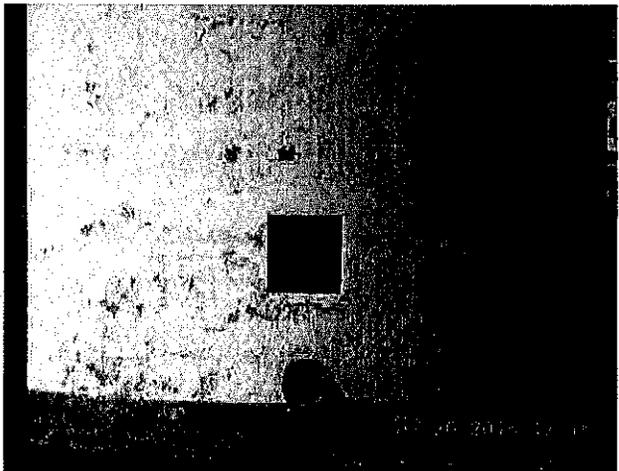


PhotoID: 2015046-20150320-248241 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 29**

Closer view of Silo #A2



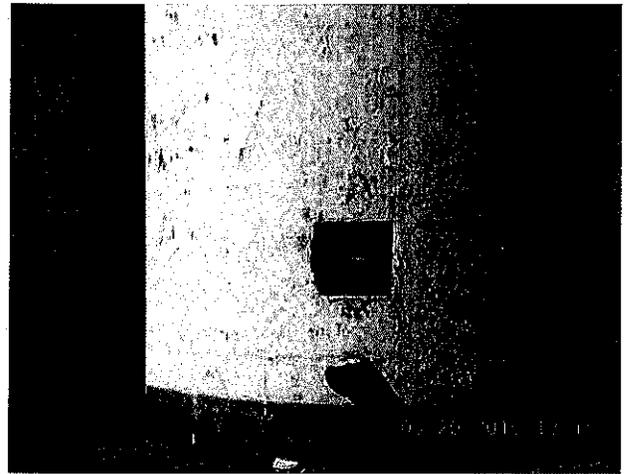
NOHR Photos with Field Notes

PhotoID: 2015046-20150320-248242 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 30**

Silo #A4



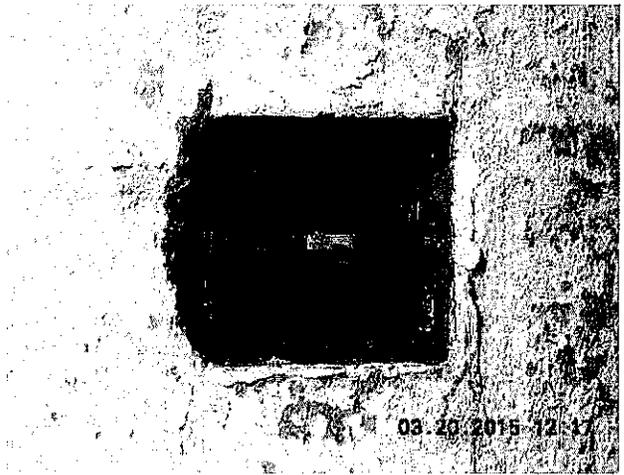
PhotoID: 2015046-20150320-248253 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 31**

Closer view of previous photo.

Note the spalling around the door.

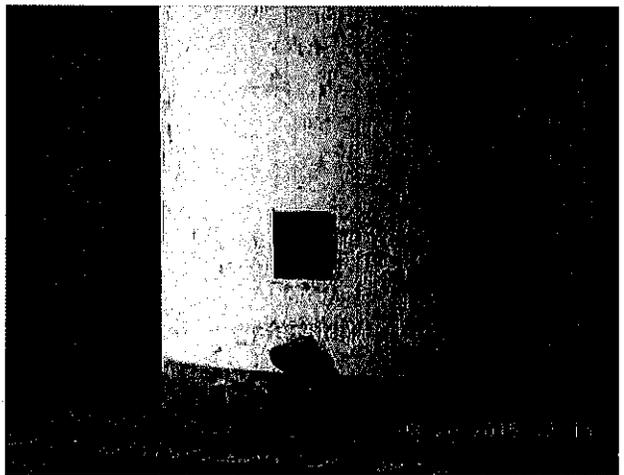


PhotoID: 2015046-20150320-248243 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 32**

Silo #A6.



NOHR Photos with Field Notes

PhotoID: 2015046-20150320-248244 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 33**

Silo #A8

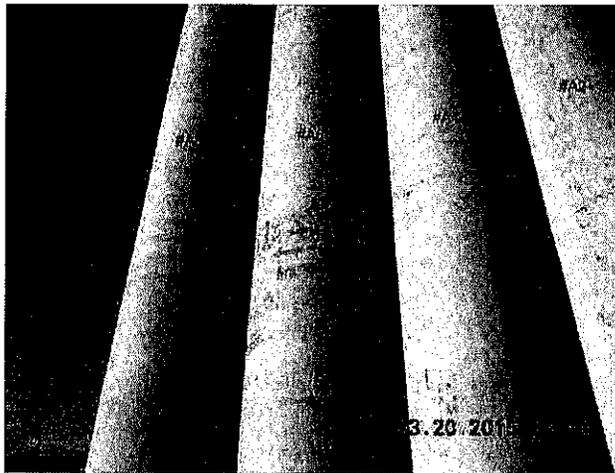


PhotoID: 2015046-20150320-248248 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 34**

Flaking concrete can be due to flexing movement of the side wall.



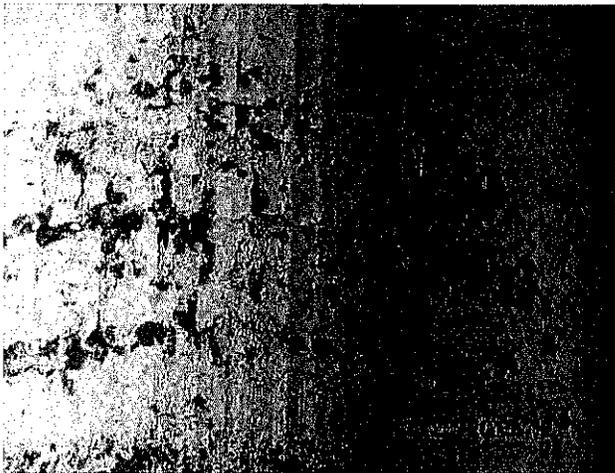
PhotoID: 2015046-20150320-248249 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 35**

Closer view of the area shows horizontal and vertical cracking along with spalled concrete.

NOHR recommends that the annex be more closely inspected by a gunite repair contractor who can provide repair estimates.



NOHR Photos with Field Notes

PhotoID: 2015046-20150320-248251 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 36**

Typical old vertical cracking.

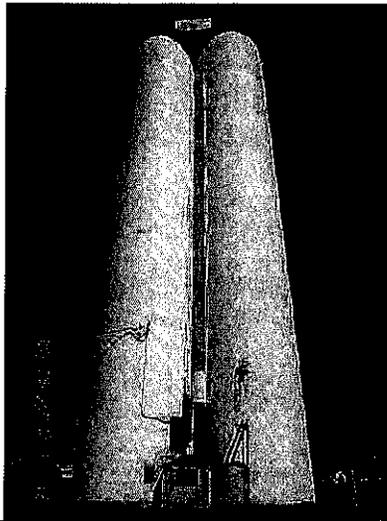


PhotoID: 2015046-20150320-248254 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 37**

Looking at the south end of the annex.

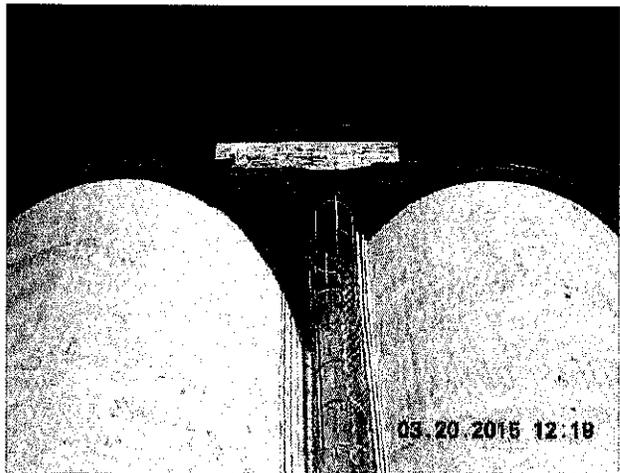


PhotoID: 2015046-20150320-248256 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 38**

Old damage to the upper deck



NOHR Photos with Field Notes

PhotoID: 2015046-20150320-248257 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 39**

View of the west side of the annex.

Large vertical cracking are visible with reentrant cracking running from the corners of the lower gates and the discharge spout openings.

These cracks appear active and must be closely monitored for new activity.

NOHR strongly recommends that the silos be inspected at the inside and repairs made if needed.

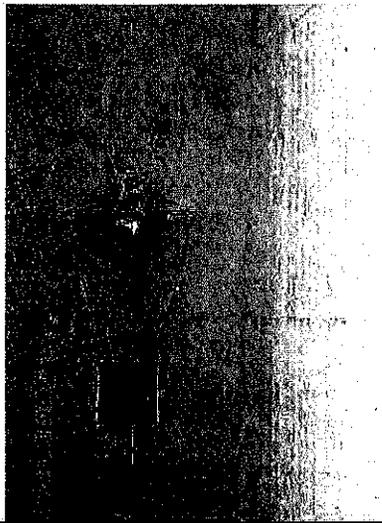


PhotoID: 2015046-20150320-248259 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 40**

Silo #A7.



PhotoID: 2015046-20150320-248261 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 41**

Closer view of the area shown in the previous photo. Cracks appear to be active in NOHR's opinion.



NOHR Photos with Field Notes

PhotoID: 2015046-20150320-248262 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 42**

Silo #A5

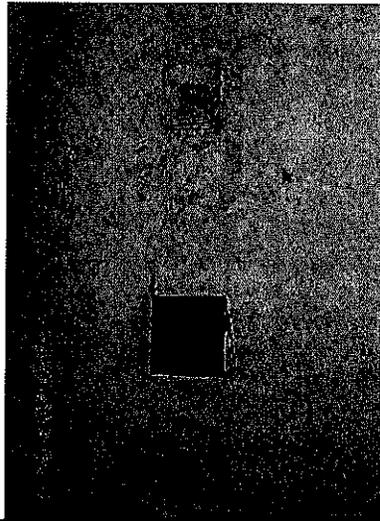


PhotoID: 2015046-20150320-248264 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 43**

Silo #A3



PhotoID: 2015046-20150320-248267 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 44**

Silo #A1



NOHR Photos with Field Notes

PhotoID: 2015046-20150320-248318 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 45**

View looking north along the upper gallery. Water does not appear to be a problem here. However, the upper gallery is difficult to keep clean due to the poor condition of spouting.



PhotoID: 2015046-20150320-248325 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 46**

Typical interior view of a annex silo.

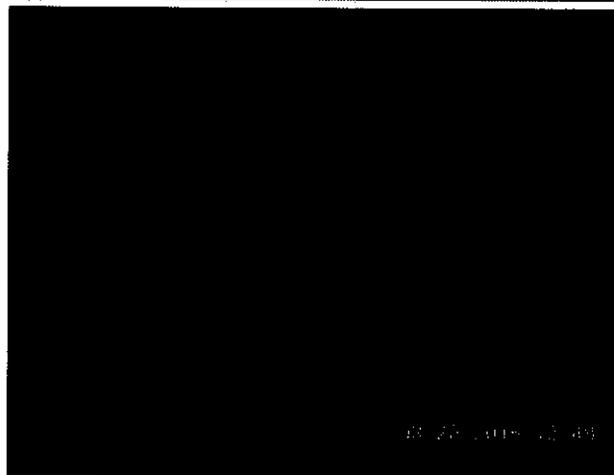


PhotoID: 2015046-20150320-248323 **City:** Windom

Location: New Vision Co-op **State:** MN

Field Notes: **Photo# 47**

Note the horizontal cracking and water infiltration at crack locations.



March 30, 2016

Re: New Vision – “South Plant” Elevator and Annex
867 First Avenue, Windom, MN



TO WHOM IT MAY CONCERN:

On March 20, 2015, Chris Wortmann, Licensed Professional Engineer with NOHR Engineering Company, LLC of Yankton, South Dakota, completed an inspection of the exterior and portions of the interior of the elevator and annex located at 867 First Avenue, Windom, Minnesota. Following his inspection, Mr. Wortmann prepared a report dated April 20, 2015. Attached to this letter report is a copy of Mr. Wortmann's report.

In his report, Mr. Wortmann detailed the condition of the elevator and the annex (eight silos). He stated that there are existing cracks in the exterior which appear to be active and worsening. Water is infiltrating in the cracks and causes further deterioration of the steel reinforcing the walls. There were signs of advanced deterioration on the east side. Vibrations from the nearby railroad tracks appear to be worsening the cracks particularly on the east side. There are widespread horizontal cracking and surface pop-outs of the concrete. Cracking at some of the corners can indicate rotational movement. Gate openings show significant deterioration. In some areas both horizontal and vertical cracks are evident. There is a crack at the southeast corner that has widened enough to allow light through. This area will require reinforcements. The spouting, mechanical equipment, and millwright work are in need of replacement. Rotting plywood covering open areas of the silos where personnel must walk is a significant safety concern and should be replaced. After further interior inspection, patching and sealing of wall cracks will be required and these cracks should be monitored for new movement, crack growth and deterioration.

Mr. Wortmann advised that silo walls can collapse suddenly when structural deficiencies in the silo wall are present. For safety reasons, Mr. Wortmann recommended that the elevator and annex be emptied and taken out of service to allow for a full interior inspection, required repairs, and reinforcement of the silos. He advised that significant repairs by a qualified concrete restoration contractor will be required including possible installation of gunite liners following completion of a full interior inspection.

In my position as Building & Zoning Official for the City of Windom, Minnesota, I have reviewed the engineer's report and have made an inspection of the exterior of the elevator and annex. It is evident that there has been some additional deterioration since the time of Mr. Wortmann's inspection. As a result of my review of his report and my inspection, I concur with the findings in his report.

Based on my review of the engineer's report and my inspection of the elevator and annex located at 867 First Avenue, I further advise that:

1. At least 70% of the area of the parcels is occupied by buildings, streets, utilities, or gravel parking lots, or other similar structures;



ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM ♦ **BUILDING AND ZONING OFFICE**

444 Ninth Street • PO Box 38 • Windom, MN 56101

Phone: 507-831-6125

Fax: 507-831-6142

Re: New Vision – “South Plant” Elevator and Annex - 867 First Avenue, Windom, MN
March 30, 2016
Page Two

2. More than 50 percent of the buildings are “structurally substandard” pursuant to the definition in Minnesota Statutes 469.174, Subdivision 10, to a degree requiring substantial renovation or clearance;
3. The buildings on these parcels are not in compliance with the building code applicable to new buildings and could not be modified to satisfy the building code at a cost of less than 15 percent of the cost of constructing a new structure of the same square footage and type on the site.

Should you have any questions concerning this report letter, please contact me.

Sincerely,

CITY OF WINDOM

A handwritten signature in black ink, appearing to read 'James Kartes', with a long horizontal flourish extending to the right.

James Kartes, Building & Zoning Official

Attachment

RESOLUTION #2016-

INTRODUCED:

SECONDED:

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

2016 NATIONAL LIBRARY WEEK PROCLAMATION

WHEREAS, libraries are not just about what we have for people, but what we do for and with people; and

WHEREAS, libraries have long served as trusted and treasured institutions, and library workers and librarians fuel efforts to better their communities, campuses and schools; and

WHEREAS, libraries are evolving in order to serve their communities and to continue to fulfill their role in leveling the playing field for all who seek information and access to technologies; and

WHEREAS, libraries and librarians open up a world of possibilities through innovative STEAM programing, Makerspaces, job-seeking resources and the power of reading; and

WHEREAS, libraries and librarians are looking beyond their traditional roles and providing more opportunities for community engagement and deliver new services that connect closely with patrons' needs; and

WHEREAS, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the week of April 10-16, 2016, is proclaimed National Library Week. All residents are encouraged to visit the library this week and explore what's new at your library, and engage with your librarian. Because of you, Libraries Transform.

Adopted by the Council this 5th day of April, 2016.

Corey J. Maricle, Mayor

Attest: _____
Steve Nasby, City Administrator

Memo

To: City Council
From: Bruce Caldwell Street Department Superintendent
Date: 3/21/16
Re: 2016 Street Seal Coat Project Request

The Street Committee reviewed the proposed list of streets to be seal coated this summer.

I'm requesting we hire Wenck Engineering do the Plans & Specifications for the project as in previous years.

Below is the list of streets prior to the engineers estimate. It could be possible we might have to make some changes accordingly.

<u>Street</u>	<u>From</u>	<u>To</u>
10 th Street	Hwy 60/71	Lakeview Avenue
9 th Street	Hwy 60/71	Lakeview Avenue
8 th Street	Hale Place Rd	Collins Avenue
Prospect Ave.	6 th Street	12 th Street
Collins Ave.	6 th Street	12 th Street

Commerce Blvd North end go south to where we stopped the seal coat in 2015.

3/31/2016 2016 City of Windom Seal Coat

2016 Seal Coat Street	3/30/2016 From	To	Length	Width	Area, S.F.	Area S.Y.	Oil, gal	Rock, Ton
10th Street	TH 60	1st Ave	200	50	10000	1111	277.8	12.22
10th Street	1st Ave	Lakeview Avenue	2240	32	71680	7964	1991.1	87.61
9th Street	TH 60	1st Ave	200	50	10000	1111	277.8	12.22
9th Street	1st Ave	Lakeview Avenue	2240	32	71680	7964	1991.1	87.61
8th Street	Hale Place	Collins Avenue	1450	32	46400	5156	1288.9	56.71
Prospect Avenue	6th Street	9th Street	1080	32	34560	3840	960.0	42.24
Prospect Avenue	9th Street	10th Street	385	39	15015	1668	417.1	18.35
Prospect Avenue	10th Street	12th Street	800	32	25600	2844	711.1	31.29
Collins Avenue	6th Street	12th Street	2260	32	72320	8036	2008.9	88.39
Commerce Blvd	North End	Completion in 2015	1040	32	33280	3698	924.4	40.68
Parks			Total	Total	390535	43393	10848.2	477.3
Tegels Park					87000	9667	2416.7	106.33
			Total	Total	87000	9667	2416.7	106.3

Memo

To: City Council
From: Bruce Caldwell Street Department Superintendent
Date: 3/29/16
Re: 2017 Street Project Engineering Company

The Utility Commission met on March 23rd. They stated they didn't want to make any recommendations for engineering services. They did state they would work with whomever the City Council decides to hire for the project and their discussion noted in the minutes of their meeting.

This question for engineering services was also brought up to the Street Committee without any decision or recommendation prior to this memo.

I would like to ask that the City Council to make a decision who they want to hire to do the engineering for this project or provide other direction ASAP as there is a lot of work that needs to be done.

3/29/2016 with additions alleys downtown

2017 Street Reconstruction Project Proposal with Water Dept Items

NAME	Block	DATE	LENGTH		IN	MILES	CONSTR	AGE	IN FEET	MILES	IN
			DATE	CONSTR							
South 6th Avenue	Cindy Street to Riverbluff Dr.			675		0.13					
South 6th Avenue	S. entrance Remick Ridge to Reinbows Stable			1050		0.2					
South 6th Avenue	Riverbluff to Reinbows Stable entrance			2250		0.43					
South 6th Avenue	Riverbluff Drive to Cindy Street			675		0.13					
South 6th Avenue	Fuller Drive to S. entrance Remick Ridge	1988	22	250		0.05					
New Guard Rail alo New Drive over Curbs? mill & 3" Bit											
17th Street	15th Ave. to 16th Ave.	1977	33	875		0.17					
17th Street	16th Ave. to 17th Ave.	1977	33	1050		0.2					
17th Street	17th Avenue to 18th Avenue	1974	36	560		0.11					
5th Avenue	11th Street to 12th Street	1986	24	425		0.08					
Plum ave	Highway 62 to end of pavement	1971	39	475		0.09					
7th Street	River to 4th Avenue	1970	40	300		0.06					
7th Street	4th Avenue to 3rd Avenue	1970	40	375		0.07					
7th Street	Highway 60/71 to 1st Avenue	1970	40	225		0.04					
15th Avenue	17th Street to River Road	1969	40	410		0.08					
Brian Ave	River Road to Douglas Street	1970	40	600		0.11					
5th Street	South 6th ave west to dead end										bad bit and some curbs
Alleys Downtown	Storm Sewers are really bad										alley between 2nd Ave & 3rd Ave north of 10th Street
City Hall Parking Lot											alley between 9th str & 10th str west of 4th ave behind City Hall
											repair soft spots and new bit
Highway 60/71 Corridor	Storm Sewer Repairs as requested by Mn/Dot										We have maps and contact person for Mn/Dot
Alternate #1	LaCanne Hoffman Subdivision										Already Have Engineering information for this New Project

RESOLUTION #2016-

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.

To assist the Authorized Representative with the administration of the agreement, Assistant Police Chief, Kevin Patterson, or his or her successor is appointed as the Authorized Representative's designee.

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.

To assist the Authorized Representative with the administration of the agreement, Assistant City Attorney, Kristi Meyeraan, or his or her successor is appointed as the Authorized Representative's designee.

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 5th day of April, 2016.

Corey J. Maricle, Mayor

ATTEST:

Steven Nasby, City Administrator

**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 Police Department ("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 currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

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 Chief Scott Peterson, 444 9th Street, PO Box 38, Windom, MN 56101, (507) 831-6134, 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 the City of Windom on behalf of its Police Department (“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 107128, 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. 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: _____

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: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



Windom Area School District #177
Be Responsible, Be Respectful, Be Proud
PARTNERSHIP AGREEMENT

This Agreement entered into this 1st day of October, 2015, by and between Windom Area School District #177, hereinafter referred to as "SCHOOL", and **Business**, hereinafter referred to as "PARTNER", hereby agree as follows:

1. **Terms and Conditions.** Under the terms and conditions herein set forth, School grants advertising rights to the partner as stipulated in Attachment A.
2. **Payment.** Payments shall be made to the order of Windom Area School District #177 as follows:

Ten thousand dollars (\$10,000) shall be paid within a five (5) year period beginning October 1, 2015, according to one of the following schedules:

- _____ One lump sum payment of \$10,000, OR
- _____ One annual payment of \$2,000 per year for each of five (5) years, OR
- _____ Twenty quarterly payments of \$500 per quarter for five (5) years, OR
- _____ Sixty (60) monthly payments of \$166.67 per month for five (5) years, OR
- _____ Other terms can be negotiated for payment not to exceed five (5) years.

The payments shall begin October 1, 2015 and be completed by September 30, 2020.

3. **Term of Agreement.** The period of this agreement shall be for an initial term of five (5) years, effective October 1, 2015 through September 30, 2020 with first right of refusal/renewal to extend additional years, as detailed in Item 4.
4. **First Right of Refusal/Renewal.** Partner shall have the right of first refusal and/or renewal to negotiate a new agreement, with respect to Advertising Rights and Conditions, and other terms and conditions, satisfactory to both parties, to extend this agreement for an additional period of years to be determined at a future date. Partner to notify School, in writing, no less than 180 days prior to expiration of Agreement to exercise first right of refusal and/or renewal.
5. **Assignment.** This agreement shall not be assigned by the Partner, nor shall Partner grant any other person any of its rights without prior written consent of School.

6. Hold Harmless and Indemnification. Partner agrees to hold harmless and indemnify the State of Minnesota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require Partner to be responsible for or defend against any claims or damages arising solely from acts or omissions of the State, its officers, agents, or employees.
7. Applicable Law. This Agreement shall be governed by the laws of the State of Minnesota. If any provision of this Agreement is or becomes unenforceable, the other provisions shall remain valid and enforceable to the maximum extent possible.
8. Nondiscrimination. It is mutually agreed that there shall be no discrimination on the basis of a person's race, color, creed, religion, national origin, ancestry, citizenship, gender, sexual orientation, age, or disability.
9. Default. If Partner fails to pay when due any amount owing under this Agreement, and such failure continues for a period of thirty (30) days after Partner receives written notice of the default from School, or if either party to this Agreement fails to perform any of its covenants and obligations under this Agreement, and such failure continues for a period of thirty (30) days after the non-performing party receives written notice of the default from the other party, and such non-performance remains uncured after such thirty day period, then such aggrieved party may terminate this Agreement by giving notice of termination. All parties' rights under this Section are in addition to, and are not a limitation on or in substitution for, any other rights which either party has by reason of any non-performance, including, without limitation, any claim for damages under law or equity. All rights are cumulative. Upon termination, all rights and obligations of the parties under this Agreement shall cease. Time is of the essence in the performance of all duties and obligations imposed by this Agreement. Each party's course of dealing, or forbearance from, or delay in, the exercise of any of their rights, remedies, privileges or right to insist upon strict performance of any provisions contained in this Agreement, shall not be construed as a waiver by either party, unless any such waiver is in writing and is signed by the party. On this day and year first above written, the parties hereto have executed this Agreement.

SPONSOR NAME

Contact name:
Address:
City, State, Zip:
Phone:
Fax:
Email:

Authorized Signature and Title

Date

SCHOOL NAME

Contact name: Windom Area School District #177
Address: 1400 17th Street
City, State, Zip: Windom, MN 56101
Critical Contacts: Phone: 507-831-6910 (Superintendent) or 507-831-6910 (Finance Clerk)
507-831-6910 (Design Contact)
Fax: 507-831-6919
Email: Dane Nielsen, (Design Contact) dnielsen@isd177.com
Peggy Pfeffer, Finance Clerk ppfeffer@isd177.com
Wayne Wormstadt, Supt. wwormstadt@isd177.com

Dane Nielsen

10-1-15

Authorized Signature and Title

Date

ATTACHMENT A

TERMS AND CONDITIONS

Partnership Package

1. Partner shall have exclusive rights for five (5) years, to one "partner recognition" permanent ad panel that is 1'3" high and 3' wide. This "partner recognition" panel will appear on an endwall graphic panel board that is approximately 4' high and 44' wide. The "partner recognition" panel shall appear with 19-23 other "partner panels".
2. Partner shall provide the school an advertising logo that shall be used in the "partner recognition" panel identified in #1 above.
3. Partner commits to paying the School \$10,000 in a lump sum, OR in installments as identified in #2. Payment in the Partnership Agreement , OR other terms as negotiated with the School.
4. School will develop, with input from the Partner, digital advertisement(s) that shall be a minimum of fifteen (15) seconds in length that may be divided into shorter segments (ie, three five second spots) that shall be played at least one time (1) for every home event in which the video board is used. Such advertisement may be displayed **more than one time** for every home event in which the video board is used at the discretion of the school. The final advertisement, once developed shall be approved by the sponsor prior to any public showing.
5. School shall provide Partner with two (2) season activity event passes for each of the five (5) years this agreement is in force.

End

Steve Nasby

From: Bower, Christopher J (DOT) <christopher.bower@state.mn.us>
Sent: Wednesday, March 16, 2016 10:04 AM
To: snasby@windom-mn.com
Subject: Update on MnDOT Windom Projects
Attachments: upcoming work in Windom.pdf

Hi Steve,

I wanted to touch base to give you an update on where things are at with our upcoming projects in Windom.

- 2017-2018 – “West Gap” 4-lane expansion project
 - After exploring several detour options, we decided it would be better to try and build this under traffic, without a detour. The project is still on schedule for a 2017 start.
- **2019** – Downtown resurfacing and ADA improvements
 - Originally, the idea was to do the downtown resurfacing and ADA improvements in 2018 while Highway 60 was detoured for the West Gap project. Now that we’re no longer detouring Highway 60, it’s no longer possible to do both projects at the same time. So now we’re looking to delay the downtown work until 2019. The game plan is to still do the work under traffic – there will be lane closures, but at least two lanes will be open for the duration of construction.
- 2020 – Highway 71 Resurfacing
 - The Highway 71 resurfacing potential projects we mentioned (both north and south of Windom) were both selected for 2020 construction. We’re very early in the project development process, but we’re hoping that can be done without a detour as well.
- Not funded in 2020 – Highway 60 repairs south of Windom
 - The pavement repair project on Highway 60 south of Windom did not get selected for funding in 2020. This section of roadway is in better condition than some of the other roadways we were scoping for 2020 (like Highway 71), and it will be deferred until we get caught up on some of our more pressing needs.

So some good news in avoiding a detour (at least through 2019) – but the trade-off is that we you’ll see four consecutive years of road work around Windom. Please let me know if you have any questions or concerns. We’re hoping to issue a news release in a week or two to get the word out to update the public on our plans, and also explain why we’re proposing four years of construction in town.

Thanks,
- Chris

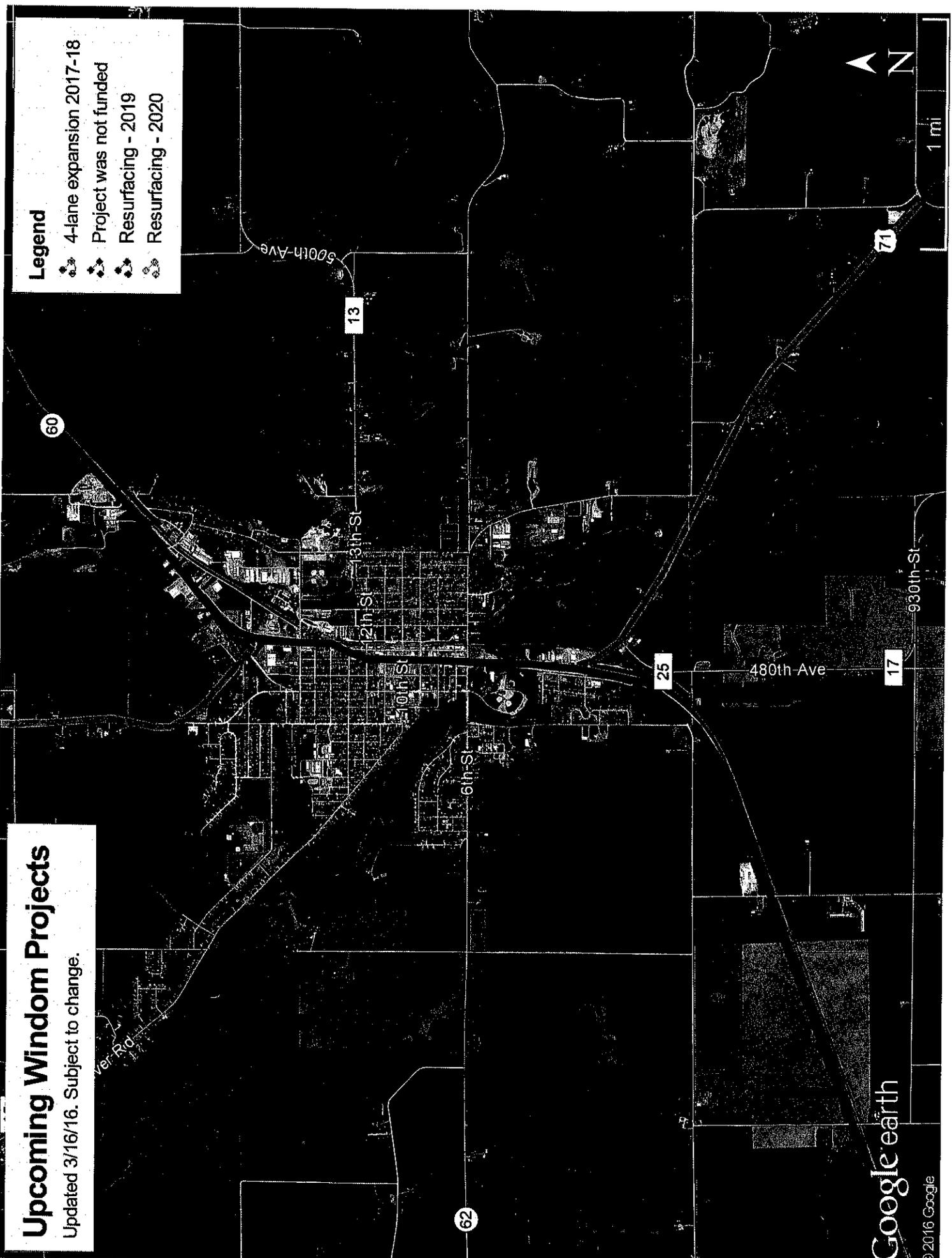
Christopher Bower, P.E.
Project Manager
MnDOT District 7
christopher.bower@state.mn.us
507-304-6206

Upcoming Windom Projects

Updated 3/16/16. Subject to change.

Legend

- 4-lane expansion 2017-18
- Project was not funded
- Resurfacing - 2019
- Resurfacing - 2020



Google earth

© 2016 Google



Windom, MN

Expense Approval Report

By Fund

Payment Dates 3/10/2016 - 3/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
MITCH VOEHL	20160330	03/30/2016	REFUND- SHELTER RESERVATI	100-20202	3.86
MITCH VOEHL	20160330	03/30/2016	REFUND- SHELTER RESERVATI	100-34780	56.14
					60.00
Activity: 41110 - Mayor & Council					
SCHRAMEL LAW OFFICE	20160301	03/15/2016	LEGAL FEES - MAYOR & COUN	100-41110-304	465.00
CITIZEN PUBLISHING CO	022916	03/08/2016	ADVERTISING -	100-41110-350	354.90
ETHAN CLERC FILMS	20160315	03/21/2016	SERVICE-FILM COUNCIL MTG	100-41110-350	25.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - BONDS	100-41110-365	893.00
CONVENT. & VISITOR BUREAU	20160325	03/25/2016	LODGING TAX - GUARDIAN IN	100-41110-491	1,147.81
CONVENT. & VISITOR BUREAU	20160325A	03/25/2016	LODGING TAX - RED CARPET I	100-41110-491	266.13
					Activity 41110 - Mayor & Council Total: 3,151.84
Activity: 41310 - Administration					
NCPERS MINNESOTA	20160301	03/28/2016	INSURANCE #844600 - APRIL	100-41310-133	80.00
CULLIGAN	20160229	03/08/2016	SERVICE #1957	100-41310-200	20.25
INDOFF, INC	2765525	03/08/2016	SUPPLIES	100-41310-200	435.90
INDOFF, INC	2766931	03/08/2016	SUPPLIES	100-41310-200	174.99
COALITION OF GREATER MN C	032116	03/28/2016	REGISTRATION-STEVE NASBY-	100-41310-308	65.00
CHELSIE CARLSON	20160315	03/15/2016	CPE SOLUTIONS	100-41310-308	239.00
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	100-41310-321	121.58
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	100-41310-326	65.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - MUNICIPAL LIAB	100-41310-361	382.91
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO LIABILITY	100-41310-365	51.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - EQUIP BREAKD	100-41310-365	326.54
					Activity 41310 - Administration Total: 1,962.17
Activity: 41910 - Building & Zoning					
NCPERS MINNESOTA	20160301	03/28/2016	INSURANCE #844600 - APRIL	100-41910-133	24.00
CENTURY BUSINESS PRODUCT	316623	03/15/2016	SUPPLIES	100-41910-200	26.43
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	100-41910-321	105.97
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO LIABILITY	100-41910-365	197.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - EQUIP BREAKD	100-41910-365	326.53
					Activity 41910 - Building & Zoning Total: 679.93
Activity: 41940 - City Hall					
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - PROPERTY	100-41940-362	350.00
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	100-41940-381	586.84
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	100-41940-382	70.56
MN ENERGY RESOURCES	20160310A	03/15/2016	HEATING #050510584-00001	100-41940-383	663.71
HOMETOWN SANITATION SER	0000171575	03/08/2016	GARBAGE SERVICE - CITY HAL	100-41940-384	85.04
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	100-41940-385	125.84
					Activity 41940 - City Hall Total: 1,881.99
Activity: 42120 - Crime Control					
NCPERS MINNESOTA	20160301	03/28/2016	INSURANCE #844600 - APRIL	100-42120-133	160.00
INDOFF, INC	2762188	03/08/2016	SUPPLIES	100-42120-200	77.65
STREICHER'S	1200923	03/29/2016	UNIFORMS	100-42120-218	44.99
ITL PATCH COMPANY, INC	32150	03/21/2016	UNIFORMS	100-42120-218	454.50
SCHRAMEL LAW OFFICE	20160301	03/15/2016	LEGAL FEES - POLICE	100-42120-304	4,061.25
LEAGUE OF MN CITIES	234156	03/22/2016	REGISTRATION-S.PETERSON, K	100-42120-308	40.00
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	100-42120-321	70.07
VERIZON WIRELESS	9761743771	03/15/2016	SERVICE FOR LAP TOPS	100-42120-321	93.57
RUNNING'S SUPPLY	022416	03/15/2016	MAINTENANCE -	100-42120-322	8.53
SECR REV FUND/CITY OF WD	20160330	03/30/2016	PETTY CASH - POLICE POSTAG	100-42120-322	17.80
SECR REV FUND/CITY OF WD	20160330	03/30/2016	PETTY CASH - POLICE POSTAG	100-42120-322	98.00
APPLIED CONCEPTS, INC	285116	03/15/2016	SUPPLIES	100-42120-323	100.00

Expense Approval Report

Payment Dates: 3/10/2016 - 3/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ALPHA WIRELESS - MANKATO	682371	03/22/2016	SERVICE	100-42120-323	167.20
COTTONWOOD CO AUD/TREA	20160321	03/25/2016	DISPATCHING	100-42120-325	275.00
LEASE FINANCE PARTNERS	20160318	03/22/2016	LEASE - #3250	100-42120-326	433.00
KEVIN L. PATTERSON	20160317	03/21/2016	EXPENSE-PICK UP NEW SQUA	100-42120-334	27.91
WINDOM QUICK PRINT	20160226	03/09/2016	SUPPLIES	100-42120-350	74.90
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - MUNICIPAL LIAB	100-42120-361	3,279.84
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO LIABILITY	100-42120-363	1,806.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO PHYD	100-42120-363	552.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - EQUIP BREAKD	100-42120-365	326.54
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - PROPERTY	100-42120-365	48.00
GALLS, LLC	004959052	03/08/2016	MAINTENANCE	100-42120-404	71.14
COTTONWOOD CO AUD/TREA	20160321	03/25/2016	RENT	100-42120-412	1,850.00
FLEET SERVICES DIVISION	2016080003	03/21/2016	SERVICE 2/1/16 TO 2/28/16	100-42120-419	1,605.44
RUNNING'S SUPPLY	022416	03/15/2016	MAINTENANCE -	100-42120-480	19.37
MARK MARCY	20160319	03/21/2016	EXPENSE-INSIGNIA FRAME, B	100-42120-480	50.00
Activity 42120 - Crime Control Total:					15,812.70
Activity: 42220 - Fire Fighting					
INDOFF, INC	2770112	03/16/2016	SUPPLIES	100-42220-200	56.58
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	100-42220-321	27.90
VERIZON WIRELESS	9761743771	03/15/2016	SERVICE FOR LAP TOPS	100-42220-321	21.14
COTTONWOOD CO AUD/TREA	20160321	03/25/2016	DISPATCHING	100-42220-325	212.50
VERIZON WIRELESS	9761743771	03/15/2016	SERVICE FOR LAP TOPS	100-42220-326	10.02
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - MUNICIPAL LIA	100-42220-361	462.35
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO PHYD	100-42220-363	2,613.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO LIABILITY	100-42220-363	330.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - UNSCHED 25,0	100-42220-365	155.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - EQUIP BREAKD	100-42220-365	326.53
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - PROPERTY	100-42220-365	857.00
MUNICIPAL EMERGENCY SER	IN1007871	03/15/2016	MAINTENANCE	100-42220-404	710.00
VOL, FIREMEN'S BENEFIT	20160321	03/21/2016	INSURANCE - 29 X \$7	100-42220-433	203.00
VOL, FIREMEN'S BENEFIT	20160321A	03/21/2016	NEW MEMBERS - 2 X \$11	100-42220-433	22.00
FLAHERTY & HOOD, P.A.	022916	03/15/2016	2016 BONDING-ES FACILITY	100-42220-439	235.60
GEOTEK ENGINEERING & TEST	1602510-IN	03/15/2016	SERVICE	100-42220-439	2,193.00
SCHRADEL LAW OFFICE	20160301	03/15/2016	LEGAL FEES - EMERG SERVICE	100-42220-439	570.00
INDOFF, INC	2763330	03/01/2016	SUPPLIES	100-42220-480	80.25
Activity 42220 - Fire Fighting Total:					9,085.87
Activity: 42500 - Civil Defense					
COTTONWOOD CO AUD/TREA	20160321	03/25/2016	DISPATCHING	100-42500-325	12.50
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	100-42500-381	19.03
Activity 42500 - Civil Defense Total:					31.53
Activity: 43100 - Streets					
NCPERS MINNESOTA	20160301	03/28/2016	INSURANCE #844600 - APRIL	100-43100-133	80.00
CITIZEN PUBLISHING CO	022916	03/08/2016	COMPUTER SUPPORT	100-43100-200	128.24
INDOFF, INC	2765502	03/08/2016	SUPPLIES	100-43100-200	44.37
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	100-43100-217	60.00
RUNNING'S SUPPLY	022416	03/15/2016	MAINTENANCE -	100-43100-224	10.57
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	100-43100-321	56.58
COTTONWOOD CO AUD/TREA	20160321	03/25/2016	DISPATCHING	100-43100-325	125.00
CITIZEN PUBLISHING CO	022916	03/08/2016	ADVERTISING -	100-43100-350	160.50
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - MUNICIPAL LIA	100-43100-361	1,820.93
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - PROPERTY	100-43100-362	2,561.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO LIABILITY	100-43100-363	968.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO PHYD	100-43100-363	1,094.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - EQUIP BREAKD	100-43100-365	326.53
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - SCHED OVER 25	100-43100-365	2,514.50
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - UNSCHED. 25,0	100-43100-365	155.00
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	100-43100-381	3,172.80
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	100-43100-381	305.28
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	100-43100-382	24.75

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MN ENERGY RESOURCES	20160308A	03/15/2016	HEATING #0505064121-00001	100-43100-383	828.30
HOMETOWN SANITATION SER	0000171576	03/08/2016	GARBAGE SERVICE - STREET D	100-43100-384	84.73
HOMETOWN SANITATION SER	0000171577	03/08/2016	GARBAGE SERVICE - SQUARE	100-43100-384	46.12
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	100-43100-385	47.96
WINDOM AUTO VALU	022516	03/09/2016	MAINTENANCE #3400540 -	100-43100-404	195.21
FOX BROTHERS OF SANBORN,	443061	03/21/2016	MAINTENANCE	100-43100-404	362.66
RUNNING'S SUPPLY	022416	03/15/2016	MAINTENANCE -	100-43100-480	38.92
SANFORD LABORATORIES	270920056	03/08/2016	SERVICE #70000675	100-43100-480	40.77
Activity 43100 - Streets Total:					15,252.72
Activity: 45120 - Recreation					
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - MUNICIPAL LIA	100-45120-361	118.93
Activity 45120 - Recreation Total:					118.93
Activity: 45202 - Park Areas					
NCPERS MINNESOTA	20160301	03/28/2016	INSURANCE #844600 - APRIL	100-45202-133	16.00
COTTONWOOD CO AUD/TREA	20160321	03/25/2016	DISPATCHING	100-45202-325	37.50
CITIZEN PUBLISHING CO	022916	03/08/2016	ADVERTISING -	100-45202-340	192.60
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - MUNICIPAL LIA	100-45202-361	637.74
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - PROPERTY	100-45202-362	12,652.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO LIABILITY	100-45202-363	256.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO PHYD	100-45202-363	110.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - UNSCHED 25,0	100-45202-365	155.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - SCHED OVER 25	100-45202-365	536.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - EQUIP BREAKD	100-45202-365	326.53
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	100-45202-381	267.76
WINDOM AUTO VALU	022516	03/09/2016	MAINTENANCE #3400540 -	100-45202-404	77.98
WINDOM AUTO VALU	022516	03/09/2016	MAINTENANCE #3400540 -	100-45202-405	5.52
MTI DISTRIBUTING, INC	1051489-00	03/02/2016	MAINTENANCE	100-45202-405	205.85
MTI DISTRIBUTING, INC	1052383-00	03/15/2016	MAINTENANCE	100-45202-405	144.39
MTI DISTRIBUTING, INC	1052945-00	03/15/2016	MAINTENANCE	100-45202-405	40.34
BROWN-NICOLLET COMMUNI	20160325	03/25/2016	ISLAND PARK CAMPGROUND	100-45202-444	103.20
Activity 45202 - Park Areas Total:					15,764.41
Fund 100 - GENERAL Total:					63,802.09
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
NCPERS MINNESOTA	20160301	03/28/2016	INSURANCE #844600 - APRIL	211-45501-133	16.00
DEMCO	5810582	03/01/2016	SUPPLIES	211-45501-200	201.68
SECR REV FUND/CITY OF WD	20160330	03/30/2016	PETTY CASH - LIBRARY MISC	211-45501-217	7.48
SECR REV FUND/CITY OF WD	20160330	03/30/2016	PETTY CASH - LIBRARY - AIR F	211-45501-217	5.34
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	211-45501-321	29.76
SECR REV FUND/CITY OF WD	20160330	03/30/2016	PETTY CASH - LIBRARY - POST	211-45501-322	13.02
SECR REV FUND/CITY OF WD	20160330	03/30/2016	PETTY CASH - LIBRARY - POST	211-45501-322	7.22
SECR REV FUND/CITY OF WD	20160330	03/30/2016	PETTY CASH - LIBRARY - POST	211-45501-322	3.22
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	211-45501-326	65.00
CITIZEN PUBLISHING CO	022916	03/08/2016	ADVERTISING -	211-45501-350	218.25
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - MUNICIPAL LIA	211-45501-361	586.19
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - PROPERTY	211-45501-362	1,953.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - EQUIP BREAKD	211-45501-365	326.54
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	211-45501-381	236.09
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	211-45501-382	18.40
MN ENERGY RESOURCES	2016030916	03/16/2016	HEATING #0504542703-00001	211-45501-383	1,225.51
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	211-45501-385	34.80
J & K WINDOWS	6088-38	03/30/2016	SERVICE	211-45501-402	20.00
INGRAM	20160301	03/08/2016	BOOKS #2004243	211-45501-435	1,387.33
GALE	57648470	03/08/2016	BOOKS #196895	211-45501-435	18.89
MICROMARKETING	611369	03/16/2016	BOOKS	211-45501-435	39.99
MICROMARKETING	612479	03/16/2016	BOOKS	211-45501-435	6.00

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MICROMARKETING	612622	03/16/2016	BOOKS	211-45501-435	140.97
				Activity 45501 - Library Total:	6,560.68
				Fund 211 - LIBRARY Total:	6,560.68

Fund: 225 - AIRPORT

Activity: 45127 - Airport

SOUTHWEST MN BROADBAN	20160314	03/21/2016	SERVICE #WIND-001-0018	225-45127-321	26.58
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - MUNICIPAL LIA	225-45127-361	309.42
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - PROPERTY	225-45127-362	9,732.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO PHYD	225-45127-365	92.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO LIABILITY	225-45127-365	301.00
				Activity 45127 - Airport Total:	10,461.00
				Fund 225 - AIRPORT Total:	10,461.00

Fund: 230 - POOL

Activity: 45124 - Pool

LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - MUNICIPAL LIAB	230-45124-361	336.33
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - PROPERTY	230-45124-365	955.00
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	230-45124-381	26.94
				Activity 45124 - Pool Total:	1,318.27
				Fund 230 - POOL Total:	1,318.27

Fund: 235 - AMBULANCE

AUTO OWNERS INSURANCE	20160318	03/21/2016	REFUND- AMB BILL PAID TWI	235-34205	450.00
					450.00

Activity: 42153 - Ambulance

ZOLL MEDICAL CORPORATION	2343862	02/26/2016	SUPPLIES	235-42153-217	431.86
ZOLL MEDICAL CORPORATION	2345752	03/02/2016	SUPPLIES	235-42153-217	52.11
LEWIS FAMILY DRUG, LLC	56-075528801	03/21/2016	SUPPLIES	235-42153-217	519.00
LEWIS FAMILY DRUG, LLC	56-081023700	03/21/2016	SUPPLIES	235-42153-217	498.56
LEWIS FAMILY DRUG, LLC	56-081023800	03/21/2016	SUPPLIES	235-42153-217	466.20
LEWIS FAMILY DRUG, LLC	56-081023900	03/21/2016	SUPPLIES	235-42153-217	12.98
LEWIS FAMILY DRUG, LLC	56-081332200	03/21/2016	SUPPLIES	235-42153-217	498.61
PRAXAIR DISTRIBUTION INC	72490545	03/21/2016	SUPPLIES	235-42153-217	492.39
BOUND TREE MEDICAL, LLC	82062734	02/26/2016	SUPPLIES	235-42153-217	125.44
BOUND TREE MEDICAL, LLC	82065489	03/01/2016	SUPPLIES	235-42153-217	55.14
WINDOM AREA HOSPITAL	FEBRUARY 2016	03/16/2016	NURSING SERVICE	235-42153-312	710.76
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	235-42153-321	24.85
VERIZON WIRELESS	9761743771	03/15/2016	SERVICE FOR LAP TOPS	235-42153-321	123.49
COTTONWOOD CO AUD/TREA	20160321	03/25/2016	DISPATCHING	235-42153-325	200.00
EXPERT T BILLING	2693	03/21/2016	SERVICE	235-42153-326	1,593.00
KIM POWERS	20160315	03/15/2016	EXPENSE	235-42153-334	56.75
JODI JOHNSON	20160315	03/15/2016	EXPENSE	235-42153-334	14.36
JOHN MEYER	20160315	03/15/2016	EXPENSE	235-42153-334	10.97
DONNA MARCY	20160315	03/15/2016	EXPENSE	235-42153-334	19.15
BUCKWHEAT JOHNSON	20160315	03/15/2016	EXPENSE	235-42153-334	7.77
ROBIN SHAW	2016032716	03/28/2016	EXPENSE	235-42153-334	81.58
POSITIVE PROMOTIONS, INC.	05436072	03/21/2016	SUPPLIES-PROMOTIONAL	235-42153-340	732.86
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - MUNICIPAL LIA	235-42153-361	1,091.92
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO LIABILITY	235-42153-363	372.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO PHYD	235-42153-363	670.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - EQUIP BREAKD	235-42153-365	326.53
ARROW MANUFACTURING IN	3271	03/21/2016	MAINTENANCE - COT REPAIR	235-42153-404	785.00
O'REILLY AUTOMOTIVE, INC	20160228	03/28/2016	MAINTENANCE - AMBULANC	235-42153-405	23.98
HIGLEY FORD	73326	03/08/2016	MAINTENANCE - UNIT 28	235-42153-405	119.08
BOUND TREE MEDICAL, LLC	82065489	03/01/2016	SUPPLIES	235-42153-480	146.76
				Activity 42153 - Ambulance Total:	10,263.10
				Fund 235 - AMBULANCE Total:	10,713.10

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Fund: 250 - EDA GENERAL					
Activity: 46520 - EDA					
NCPERS MINNESOTA	20160301	03/28/2016	INSURANCE #844600 - APRIL	250-46520-133	8.00
CENTURY BUSINESS PRODUCT	316623	03/15/2016	SUPPLIES	250-46520-200	52.87
EHLERS & ASSOC., INC.	70049	03/21/2016	SERVICE - TIF ADMINISTRATIO	250-46520-301	107.50
SCHRAMEL LAW OFFICE	20160301	03/15/2016	LEGAL FEES - EDA	250-46520-304	120.00
BRADLEY & DEIKE, P.A.	34988	03/15/2016	SERVICE	250-46520-304	36.00
BRADLEY & DEIKE, P.A.	34989	03/15/2016	SERVICE	250-46520-304	234.00
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	250-46520-321	105.97
CITIZEN PUBLISHING CO	022916	03/08/2016	ADVERTISING -	250-46520-340	519.10
CITIZEN PUBLISHING CO	022916	03/08/2016	ADVERTISING -	250-46520-350	79.50
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - PROPERTY	250-46520-362	2,860.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - MUNICIPAL LIA	250-46520-365	734.78
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO PHYD	250-46520-365	32.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - EQUIP BREAKD	250-46520-365	326.53
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	250-46520-381	55.86
RON'S ELECTRIC INC	132388	03/08/2016	MAINTENANCE	250-46520-402	666.83
RON'S ELECTRIC INC	132389	03/08/2016	MAINTENANCE	250-46520-402	916.92
SECR REV FUND/CITY OF WD	20160330	03/30/2016	PETTY CASH - EDA POP	250-46520-438	3.50
Activity 46520 - EDA Total:					6,859.36
Fund 250 - EDA GENERAL Total:					6,859.36
Fund: 253 - EDA RIVERBLUFF ESTATES					
Activity: 46520 - EDA					
SCHRAMEL LAW OFFICE	20160318	03/25/2016	WINDOM EDA/EIGENBERG	253-46520-304	300.00
COTTONWOOD CO AUD/TREA	20160324	03/25/2016	SALE OF RIVER BLUFF LOT-HE	253-46520-480	33.00
CAPITOR LIEN	39831H69686	03/25/2016	ABSTRACTING	253-46520-480	400.00
Activity 46520 - EDA Total:					733.00
Fund 253 - EDA RIVERBLUFF ESTATES Total:					733.00
Fund: 254 - NORTH IND PARK					
Activity: 46520 - EDA					
SCHRAMEL LAW OFFICE	20160301	03/15/2016	LEGAL FEES - NWIP	254-46520-304	420.00
Activity 46520 - EDA Total:					420.00
Fund 254 - NORTH IND PARK Total:					420.00
Fund: 401 - GENERAL CAPITAL PROJECTS					
Activity: 49950 - Capital Outlay					
FLAHERTY & HOOD, P.A.	8682	03/15/2016	SERVICE #8845-00003	401-49950-500	115.00
Activity 49950 - Capital Outlay Total:					115.00
Fund 401 - GENERAL CAPITAL PROJECTS Total:					115.00
Fund: 601 - WATER					
Activity: 49400 - Water					
NCPERS MINNESOTA	20160301	03/28/2016	INSURANCE #844600 - APRIL	601-49400-133	40.00
HAWKINS, INC	3847419	03/08/2016	CHEMICALS	601-49400-216	6,087.59
BOLTON & MENK, INC.	0184690	03/29/2016	SERVICE	601-49400-303	1,530.00
MN DEPT OF HEALTH	020816	03/28/2016	REGISTRATION -4-14-16 SEMI	601-49400-308	60.00
MN VALLEY TESTING	798746	03/15/2016	TESTING	601-49400-310	56.25
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	601-49400-321	109.79
GOPHER STATE ONE CALL	6020806	03/08/2016	SERVICE #MNO0774 - LOCATE	601-49400-321	2.53
RUNNING'S SUPPLY	022416	03/15/2016	MAINTENANCE -	601-49400-322	10.31
SECR REV FUND/CITY OF WD	20160330	03/30/2016	PETTY CASH - WTER-POSTAGE	601-49400-322	3.54
COTTONWOOD CO AUD/TREA	20160321	03/25/2016	DISPATCHING	601-49400-325	100.00
INNOVATIVE SYSTEMS	27126	02/26/2016	CONVERSION EXPENSE	601-49400-331	120.12
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - - MUNICIPAL LI	601-49400-361	2,811.13
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - PROPERTY	601-49400-362	3,683.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO PHYD	601-49400-363	242.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO LIABILITY	601-49400-363	384.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - EQUIP BREAKD	601-49400-365	326.53
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - UNSCHED 25,0	601-49400-365	155.00
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	601-49400-381	4,913.93

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ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	601-49400-382	16.60
MN ENERGY RESOURCES	20160311C	03/21/2016	HEATING #0505923431-00001	601-49400-383	569.70
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	601-49400-385	29.73
WENCK ASSOCIATES, INC.	11509702	03/22/2016	WINDOM LANDFILL INV DTD	601-49400-386	2,625.97
WENCK ASSOCIATES, INC.	11600816	03/25/2016	WINDOM LANDFILL	601-49400-386	3,576.09
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	601-49400-386	18.00
BOLTON & MENK, INC.	0185279	03/29/2016	MAINTENANCE	601-49400-402	3,185.00
RUNNING'S SUPPLY	022416	03/15/2016	MAINTENANCE -	601-49400-404	205.58
WINDOM AUTO VALU	022516	03/09/2016	MAINTENANCE #3400540 -	601-49400-404	47.96
HD SUPPLY WATERWORKS LTD	F166811	03/15/2016	MAINTENANCE	601-49400-404	354.60
Activity 49400 - Water Total:					31,264.95
Fund 601 - WATER Total:					31,264.95

Fund: 602 - SEWER

Activity: 49450 - Sewer

NCPERS MINNESOTA	20160301	03/28/2016	INSURANCE #844600 - APRIL	602-49450-133	56.00
A & B BUSINESS	IN267718	03/14/2016	SUPPLIES	602-49450-200	109.48
HAWKINS, INC	3850595	03/15/2016	CHEMICALS	602-49450-216	819.00
RUNNING'S SUPPLY	022416	03/15/2016	MAINTENANCE -	602-49450-217	118.36
RUNNING'S SUPPLY	022416	03/15/2016	MAINTENANCE -	602-49450-241	31.48
BOLTON & MENK, INC.	0184690	03/29/2016	SERVICE	602-49450-303	1,530.00
MN WASTEWATER OPERATOR	031016	03/15/2016	REGISTRATION -GLENN LUND	602-49450-308	250.00
MN VALLEY TESTING	796799	02/26/2016	TESTING	602-49450-310	143.60
MN VALLEY TESTING	797356	03/08/2016	TESTING	602-49450-310	223.60
MN VALLEY TESTING	797611	03/08/2016	TESTING	602-49450-310	143.60
MN VALLEY TESTING	798122	03/08/2016	TESTING	602-49450-310	223.60
MN VALLEY TESTING	798473	03/08/2016	TESTING	602-49450-310	143.60
MN VALLEY TESTING	799004	03/15/2016	TESTING	602-49450-310	223.60
MN VALLEY TESTING	799005	03/15/2016	TESTING	602-49450-310	120.00
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	602-49450-321	82.49
GOPHER STATE ONE CALL	6020806	03/08/2016	SERVICE #MN00774 - LOCATE	602-49450-321	2.54
COTTONWOOD CO AUD/TREA	20160321	03/25/2016	DISPATCHING	602-49450-325	100.00
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	602-49450-326	130.84
STEVE WILLARD	20160329	03/30/2016	EXPENSE-MPCA ANNUAL CON	602-49450-334	20.94
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - - MUNICIPAL LI	602-49450-361	4,055.50
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - PROPERTY	602-49450-362	4,179.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO PHYD	602-49450-363	414.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO LIABILITY	602-49450-363	402.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - SCHED OVER 25,	602-49450-365	461.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - UNSCHED 25,0	602-49450-365	155.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - EQUIP BREAKD	602-49450-365	326.53
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	602-49450-381	11,087.15
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	602-49450-382	650.30
MN ENERGY RESOURCES	20160308	03/15/2016	HEATING #0506646838-00001	602-49450-383	1,037.07
MN ENERGY RESOURCES	20160310	03/15/2016	HEATING #0506746718-00001	602-49450-383	19.79
MN ENERGY RESOURCES	20160311A	03/21/2016	HEATING #00504488160-0000	602-49450-383	67.73
HOMETOWN SANITATION SER	0000171579	03/08/2016	GARBAGE SERVICE - WASTEW	602-49450-384	85.04
RUNNING'S SUPPLY	022416	03/15/2016	MAINTENANCE -	602-49450-404	127.70
PAAPE DISTRIBUTING CO.	049341	03/15/2016	MAINTENANCE	602-49450-404	473.80
MARK STEVEN DYKES	11484	03/15/2016	MAINTENANCE	602-49450-404	450.50
STINK PRETTY	3628	03/25/2016	SERVICE	602-49450-404	65.00
WINDOM AUTO VALU	022516	03/09/2016	MAINTENANCE #3400540 -	602-49450-405	123.99
CUMMINS NPOWER	100-82274	03/15/2016	MAINTENANCE	602-49450-408	740.83
MN VALLEY TESTING	798123	03/08/2016	TESTING	602-49450-439	126.40
MN VALLEY TESTING	798578	03/15/2016	TESTING	602-49450-439	126.40
SANFORD LABORATORIES	270920056	03/08/2016	SERVICE #70000675	602-49450-480	40.77
Activity 49450 - Sewer Total:					29,688.23
Fund 602 - SEWER Total:					29,688.23

Fund: 604 - ELECTRIC

FRESCO INC.	63030A	03/22/2016	ELECTRIC INVENTORY	604-14200	1,083.08
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RESCO	637224-00	03/15/2016	ELECTRIC INVENTORY	604-14200	2,330.10
DAKOTA SUPPLY GROUP	B959191	03/15/2016	ELECTRIC INVENTORY	604-14200	533.31
DAKOTA SUPPLY GROUP	B959208	03/07/2016	INVENTORY	604-14200	1,962.35
DAKOTA SUPPLY GROUP	B959216	03/07/2016	INVENTORY	604-14200	13.72
CONDUX INTERNATIONAL, IN	I00000037036	03/21/2016	INVENTORY	604-14200	120.00
UTILITIES PLUS ENERGY SERVI	10666	03/15/2016	PROGRESS BILLING - FEB 2016	604-16300	2,885.63
ELECTRIC FUND	20160311	03/15/2016	REFUND-UTIL PREPAY-L.ORNE	604-22000	125.00
ANDY & NICOLE SKARPHOL	20160315	03/15/2016	REFUND - UTILITY PREPAYME	604-22000	300.00
JOELINA PERALEZ	20160315	03/15/2016	REFUND	604-22000	55.98
ELECTRIC FUND	20160315A	03/15/2016	REFUND-UTIL PREPAY-J.PERAL	604-22000	244.02
CLARA EAGLE	20160316	03/21/2016	REFUND-BALANCE OF UTILITY	604-22000	243.37
ELECTRIC FUND	20160321	03/21/2016	UTIL PREPAY-C.EAGLE-APPLY T	604-22000	56.63
KENDRA HANSEN	20160323	03/23/2016	REFUND - UTILITY PREPAYME	604-22000	300.00
					10,253.19
Activity: 49550 - Electric					
NCPERS MINNESOTA	20160301	03/28/2016	INSURANCE #844600 - APRIL	604-49550-133	96.00
COLE PAPERS INC.	9183173	03/15/2016	SUPPLIES	604-49550-211	168.93
RUNNING'S SUPPLY	022416	03/15/2016	MAINTENANCE -	604-49550-241	175.75
CMMPA - CENTRAL MINNESO	5465	03/15/2016	POWER COST	604-49550-263	85,582.91
CMMPA - CENTRAL MINNESO	5465	03/15/2016	POWER COST	604-49550-263	88,759.85
DEPARTMENT OF ENERGY	BFPB000800216	03/15/2016	POWER COST	604-49550-263	92,913.26
RUNNING'S SUPPLY	022416	03/15/2016	MAINTENANCE -	604-49550-310	40.15
SKARSHAUG TESTING LAB	206719	03/08/2016	TESTING	604-49550-310	193.88
BRENT BROWN	20160318	03/21/2016	EXPENSE - MN DOT	604-49550-315	96.01
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	604-49550-321	196.10
GOPHER STATE ONE CALL	6020806	03/08/2016	SERVICE #MN00774 - LOCATE	604-49550-321	2.54
SECR REV FUND/CITY OF WD	20160330	03/30/2016	PETTY CASH - ELECTRIC POSTA	604-49550-322	1.18
COTTONWOOD CO AUD/TREA	20160321	03/25/2016	DISPATCHING	604-49550-325	187.50
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	604-49550-326	140.84
INNOVATIVE SYSTEMS	27126	02/26/2016	CONVERSION EXPENSE	604-49550-331	120.12
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - - MUNICIPAL LI	604-49550-361	17,264.32
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - PROPERTY	604-49550-362	13,856.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO LIABILITY	604-49550-363	1,206.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO PHYD	604-49550-363	1,071.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - UNSCHED 25,0	604-49550-365	155.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - SCHED OVER 25	604-49550-365	833.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - EQUIP BREAKD	604-49550-365	326.53
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	604-49550-381	215.96
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	604-49550-382	20.69
MN ENERGY RESOURCES	20160314	03/21/2016	HEATING #0506419706-00001	604-49550-383	454.24
HOMETOWN SANITATION SER	0000171580	03/08/2016	GARBAGE SERVICE - ELECTRIC	604-49550-384	84.75
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	604-49550-385	37.59
RUNNING'S SUPPLY	022416	03/15/2016	MAINTENANCE -	604-49550-404	16.69
RUNNING'S SUPPLY	022416	03/15/2016	MAINTENANCE -	604-49550-405	94.99
ALTEC INDUSTRIES, INC.	31757	03/15/2016	MAINTENANCE	604-49550-405	150.57
RAGE INC	02-010182	03/15/2016	SERVICE - POWER PLANT	604-49550-406	34.17
RAGE INC	02011024	03/15/2016	SERVICE - POWER PLANT	604-49550-406	34.17
BLACK HILLS CORPORATION	030116	03/25/2016	MAINTENANCE	604-49550-408	500.00
ELECTRIC FUND	SO-000064	03/15/2016	TRUCK STOCK	604-49550-408	54.26
ELECTRIC FUND	SO-000065	03/15/2016	RL REPAIR	604-49550-408	2.32
MN DEPT OF COMMERCE	1000034794	03/15/2016	#330 4TH QUARTER FY 2016 I	604-49550-433	239.69
AMERICAN PUBLIC POWER AS	275996	03/15/2016	DUES #3516	604-49550-433	3,378.97
MN DEPT OF LABOR & INDUS	ABR01368401	03/15/2016	DUES #85433	604-49550-433	40.00
SECR REV FUND/CITY OF WD	20160330	03/30/2016	PETTY CASH - ELECTRIC VEHIC	604-49550-444	18.25
MN DEPT OF COMMERCE	1000034794	03/15/2016	#330 4TH QUARTER FY 2016 I	604-49550-450	845.63
MARK & CHERYL LILLEGAARD	2016031516	03/15/2016	ENERGY REBATE	604-49550-450	125.76
BIG GAME	20160325	03/25/2016	ENERGY REBATE	604-49550-450	-3,419.86
CMMPA - CENTRAL MINNESO	5453	03/15/2016	CONSERVATION	604-49550-450	1,419.00
SANFORD LABORATORIES	270920056	03/08/2016	SERVICE #70000675	604-49550-480	40.77
SANFORD LABORATORIES	270920056	03/08/2016	SERVICE #70000675	604-49550-480	40.77

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CONDUX INTERNATIONAL, IN	100000037036	03/21/2016	INVENTORY	604-49550-480	574.93
				Activity 49550 - Electric Total:	315,230.90
				Fund 604 - ELECTRIC Total:	325,484.09

Fund: 609 - LIQUOR STORE

WERNER ELECTRIC	S9078864.001	03/15/2016	NEW LED LIGHTS-LIQUOR STO	609-16460	1,698.28
WERNER ELECTRIC	S9078864.002	03/25/2016	LED FIXTURE-LIQUOR STORE	609-16460	60.56
WERNER ELECTRIC	S9089080.004	03/22/2016	LIQUOR STORE-NEW LIGHTS	609-16460	7,612.91
					9,371.75

Activity: 49751 - Liquor Store

NCPERS MINNESOTA	20160301	03/28/2016	INSURANCE #844600 - APRIL	609-49751-133	16.00
CITIZEN PUBLISHING CO	022916	03/08/2016	COMPUTER SUPPORT	609-49751-217	270.83
AH HERMEL COMPANY	563930	03/04/2016	SUPPLIES	609-49751-217	22.45
BREAKTHRU BEVERAGE MN	1080439490	02/29/2016	MERCHANDISE	609-49751-251	1,741.00
BREAKTHRU BEVERAGE MN	1080444686	03/15/2016	MERCHANDISE	609-49751-251	2,925.52
SOUTHERN WINE & SPIRITS O	1383410	03/08/2016	MERCHANDISE	609-49751-251	699.92
BREAKTHRU BEVERAGE MN	2080127415	03/21/2016	CREDIT - MERCHANDISE	609-49751-251	-169.26
BREAKTHRU BEVERAGE MN	2080127416	03/21/2016	CREDIT - MERCHANDISE	609-49751-251	-12.50
PHILLIPS WINE & SPIRITS	2934183	02/29/2016	MERCHANDISE	609-49751-251	4,746.60
PHILLIPS WINE & SPIRITS	2941184	03/15/2016	MERCHANDISE	609-49751-251	2,760.23
BELLBOY CORP	52507300	03/07/2016	MERCHANDISE	609-49751-251	4,557.35
JOHNSON BROS.	5379301	03/01/2016	MERCHANDISE	609-49751-251	2,905.30
JOHNSON BROS.	5379302	03/01/2016	MERCHANDISE	609-49751-251	3,289.06
JOHNSON BROS.	5385085	03/08/2016	MERCHANDISE	609-49751-251	1,548.31
JOHNSON BROS.	5389762	03/15/2016	MERCHANDISE	609-49751-251	1,327.38
BREAKTHRU BEVERAGE MN	1080444687	03/15/2016	MERCHANDISE	609-49751-252	46.15
ARTISAN BEER COMPANY	3084303	03/01/2016	MERCHANDISE	609-49751-252	32.00
ARTISAN BEER COMPANY	3085729	03/07/2016	MERCHANDISE	609-49751-252	468.00
ARTISAN BEER COMPANY	3086976	03/14/2016	MERCHANDISE	609-49751-252	222.60
BEVERAGE WHOLESALERS	40231	03/21/2016	MERCHANDISE	609-49751-252	66.50
JOHNSON BROS.	5379303	03/01/2016	MERCHANDISE	609-49751-252	52.00
JOHNSON BROS.	5385087	03/08/2016	MERCHANDISE	609-49751-252	144.00
JOHNSON BROS.	5389764	03/15/2016	MERCHANDISE	609-49751-252	43.98
DOLL DISTRIBUTING, LLC	560386	03/15/2016	MERCHANDISE	609-49751-252	6,139.40
DOLL DISTRIBUTING, LLC	564709	03/21/2016	MERCHANDISE	609-49751-252	6,512.90
DOLL DISTRIBUTING, LLC	568893	03/25/2016	MERCHANDISE	609-49751-252	12,409.35
BEVERAGE WHOLESALERS	586371	03/15/2016	MERCHANDISE	609-49751-252	72.50
BEVERAGE WHOLESALERS	591369	03/15/2016	MERCHANDISE	609-49751-252	6,854.40
BEVERAGE WHOLESALERS	592309	03/21/2016	MERCHANDISE	609-49751-252	4,086.82
BEVERAGE WHOLESALERS	593230	03/25/2016	MERCHANDISE	609-49751-252	3,132.34
VINOCOPIA, INC	0145742-IN	03/08/2016	MERCHANDISE	609-49751-253	368.00
BREAKTHRU BEVERAGE MN	1080439490	02/29/2016	MERCHANDISE	609-49751-253	532.00
BREAKTHRU BEVERAGE MN	1080444686	03/15/2016	MERCHANDISE	609-49751-253	296.00
SOUTHERN WINE & SPIRITS O	1383412	03/08/2016	MERCHANDISE	609-49751-253	210.00
PHILLIPS WINE & SPIRITS	2934184	03/02/2016	MERCHANDISE	609-49751-253	1,170.95
PHILLIPS WINE & SPIRITS	2941185	03/15/2016	MERCHANDISE	609-49751-253	1,270.70
BELLBOY CORP	52507300	03/07/2016	MERCHANDISE	609-49751-253	312.00
JOHNSON BROS.	5385086	03/08/2016	MERCHANDISE	609-49751-253	773.59
JOHNSON BROS.	5389763	03/15/2016	MERCHANDISE	609-49751-253	1,046.01
JOHNSON BROS.	566316	03/15/2016	CREDIT -MERCHANDISE	609-49751-253	-60.00
WINE MERCHANTS	7070117	03/08/2016	MERCHANDISE	609-49751-253	307.00
PAUSTIS WINE COMPANY	8538218-IN	03/15/2016	MERCHANDISE	609-49751-253	104.00
COCA-COLA BOTTLING COMP	0478507918	03/15/2016	MERCHANDISE	609-49751-254	173.28
BREAKTHRU BEVERAGE MN	1080439490	02/29/2016	MERCHANDISE	609-49751-254	96.95
PHILLIPS WINE & SPIRITS	233349	03/25/2016	CREDIT -MERCHANDISE	609-49751-254	-33.67
BEVERAGE WHOLESALERS	592309	03/21/2016	MERCHANDISE	609-49751-259	42.25
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	609-49751-321	101.40
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	609-49751-326	130.84
VINOCOPIA, INC	0145742-IN	03/08/2016	MERCHANDISE	609-49751-333	21.00
BREAKTHRU BEVERAGE MN	1080439490	02/29/2016	MERCHANDISE	609-49751-333	47.94

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BREAKTHRU BEVERAGE MN	1080444686	03/15/2016	MERCHANDISE	609-49751-333	78.97
SOUTHERN WINE & SPIRITS O	1383410	03/08/2016	MERCHANDISE	609-49751-333	16.74
SOUTHERN WINE & SPIRITS O	1383412	03/08/2016	MERCHANDISE	609-49751-333	10.25
PHILLIPS WINE & SPIRITS	2934183	02/29/2016	MERCHANDISE	609-49751-333	87.52
PHILLIPS WINE & SPIRITS	2934184	03/02/2016	MERCHANDISE	609-49751-333	50.93
PHILLIPS WINE & SPIRITS	2941184	03/15/2016	MERCHANDISE	609-49751-333	32.15
PHILLIPS WINE & SPIRITS	2941185	03/15/2016	MERCHANDISE	609-49751-333	43.42
BELLBOY CORP	52507300	03/07/2016	MERCHANDISE	609-49751-333	80.50
JOHNSON BROS.	5379301	03/01/2016	MERCHANDISE	609-49751-333	45.37
JOHNSON BROS.	5379302	03/01/2016	MERCHANDISE	609-49751-333	103.82
JOHNSON BROS.	5385085	03/08/2016	MERCHANDISE	609-49751-333	23.51
JOHNSON BROS.	5385086	03/08/2016	MERCHANDISE	609-49751-333	36.74
JOHNSON BROS.	5389762	03/15/2016	MERCHANDISE	609-49751-333	22.13
JOHNSON BROS.	5389763	03/15/2016	MERCHANDISE	609-49751-333	38.41
JOHNSON BROS.	566316	03/15/2016	CREDIT -MERCHANDISE	609-49751-333	-1.67
WINE MERCHANTS	7070117	03/08/2016	MERCHANDISE	609-49751-333	5.01
CITIZEN PUBLISHING CO	022916	03/08/2016	ADVERTISING -	609-49751-340	2,018.14
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - LIQUOR LIABILI	609-49751-361	3,354.27
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - - MUNICIPAL LI	609-49751-361	4,831.10
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - PROPERTY	609-49751-362	1,458.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - EQUIP BREAKD	609-49751-365	326.53
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	609-49751-381	527.33
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	609-49751-382	20.80
MN ENERGY RESOURCES	20160311D	03/21/2016	HEATING #0507314125-00001	609-49751-383	199.01
HOMETOWN SANITATION SER	0000171578	03/08/2016	GARBAGE SERVICE - RIVER BE	609-49751-384	96.13
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	609-49751-385	37.91
RAGE INC	02-011438	03/01/2016	SERVICE - RIVER BEND LIQ	609-49751-406	38.40
RAGE INC	03-010575	03/15/2016	SERVICE - RIVER BEND LIQ	609-49751-406	38.40
ENVIROMASTER, INC	528246	03/08/2016	SERVICE	609-49751-406	40.88

Activity 49751 - Liquor Store Total: 87,482.07

Fund 609 - LIQUOR STORE Total: 96,853.82

Fund: 614 - TELECOM

Activity: 49870 - Telecom

NCPERS MINNESOTA	20160301	03/28/2016	INSURANCE #844600 - APRIL	614-49870-133	64.00
ADVANCED SYSTEMS, INC.	458570	02/24/2016	SUPPLIES	614-49870-200	37.41
RAGE INC	03-010159	03/15/2016	SERVICE - WINDOMNET	614-49870-211	21.33
SOUTHWEST MN BROADBAN	160303	03/25/2016	MAINTENANCE	614-49870-227	3,570.00
NATIONAL CABLE TV COOP	SI-481638	03/21/2016	MAINTENANCE	614-49870-227	791.59
NATIONAL CABLE TV COOP	SI-483560	03/30/2016	MAINTENANCE	614-49870-227	1,331.17
MN DEPT OF COMMERCE	1000034451	03/21/2016	4TH Q FY 2016 INDIRECT ASS	614-49870-304	212.44
INTERSTATE TRS FUND	82580703163	03/21/2016	ASSESSMENT FOR 499-A FILI	614-49870-304	147.05
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	614-49870-321	382.58
GOPHER STATE ONE CALL	6020806	03/08/2016	SERVICE #MN00774 - LOCATE	614-49870-321	2.54
NEUSTAR, INC.	L-0000016812	03/30/2016	NUMBER PORTS #10202	614-49870-326	46.50
INNOVATIVE SYSTEMS	27126	02/26/2016	CONVERSION EXPENSE	614-49870-331	120.13
CITIZEN PUBLISHING CO	022916	03/08/2016	ADVERTISING -	614-49870-340	288.90
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - - MUNICIPAL LI	614-49870-361	8,733.78
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - PROPERTY	614-49870-362	5,164.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO LIABILITY	614-49870-363	527.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - UNSCHED 25,0	614-49870-365	155.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - EQUIP BREAKD	614-49870-365	326.53
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	614-49870-381	1,896.10
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	614-49870-382	17.63
MN ENERGY RESOURCES	20160309	03/21/2016	HEATING #0507509833-00001	614-49870-383	302.35
HOMETOWN SANITATION SER	0000171581	03/08/2016	GARBAGE SERVICE -TELECOM	614-49870-384	73.92
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	614-49870-385	29.55
CENTURY LINK	427509	02/24/2016	DIRECTORY LISTINGS	614-49870-441	175.74
TEGNA	1046-1374	03/09/2016	SUBSCRIBER	614-49870-442	5,336.00
YOUNG BROADCASTING LLC	20160225	03/09/2016	SUBSCRIBER	614-49870-442	6,048.24
HUBBARD BROADCASTING IN	20160225	03/08/2016	SUBSCRIBER	614-49870-442	6,936.80

Expense Approval Report

Payment Dates: 3/10/2016 - 3/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNITED COMMUNICATIONS C	20160225	03/09/2016	SUBSCRIBER	614-49870-442	800.40
CBS TELEVISION STATIONS	20160229	03/15/2016	SUBSCRIBER	614-49870-442	4,615.64
CONSOLIDATED COMMUNICA	20160301	03/21/2016	10 GB TRANSPORT-MARCH 20	614-49870-442	2,950.00
RFD TV	2219-1664	03/22/2016	SUBSCRIBER	614-49870-442	407.48
TOWER DISTRIBUTION COMP	500592	03/15/2016	SUBSCRIBER	614-49870-442	527.31
ONVOY VOICE SERVICES	160302008508	03/15/2016	SS7 SERVICE #001555600262	614-49870-445	1,478.23
CONSOLIDATED COMMUNICA	20160301	03/21/2016	10 GB TRANSPORT-MARCH 20	614-49870-447	5,987.50
GOLDEN WEST TECH & INT SO	160210374	03/08/2016	ON CALL SUPPORT -FEB 2016	614-49870-448	96.00
ONVOY VOICE SERVICES	160302009023	03/15/2016	SWITCHING SERVICE #001553	614-49870-451	4,127.89
CENTURY LINK	20160316	03/30/2016	SERVICE 507-831-1075 104	614-49870-451	75.12
SANFORD LABORATORIES	270920056	03/08/2016	SERVICE #70000675	614-49870-480	40.77
Activity 49870 - Telecom Total:					63,844.62
Fund 614 - TELECOM Total:					63,844.62

Fund: 615 - ARENA

Activity: 49850 - Arena

NCPERS MINNESOTA	20160301	03/28/2016	INSURANCE #844600 - APRIL	615-49850-133	32.00
JERRY'S REPAIR	8563/64	03/29/2016	MAINTENANCE	615-49850-217	1,067.00
COCA-COLA BOTTLING COMP	0478507914	03/30/2016	MERCHANDISE	615-49850-254	57.48
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	615-49850-321	118.17
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	615-49850-326	130.84
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - - MUNICIPAL LI	615-49850-361	1,040.45
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - PROPERTY	615-49850-362	2,543.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO LIABILITY	615-49850-363	384.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - UNSCHED 25,0	615-49850-365	155.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - SCHED OVER 25	615-49850-365	203.50
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE -	615-49850-365	326.53
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	615-49850-381	7,382.26
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	615-49850-382	347.07
MN ENERGY RESOURCES	20160314A	03/21/2016	HEATING #0504094426-00001	615-49850-383	1,143.40
HOMETOWN SANITATION SER	0000171582	03/08/2016	GARBAGE SERVICE - ARENA	615-49850-384	261.76
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	615-49850-385	27.08
R & R SPECIALTIES	0059377-IN	03/08/2016	MAINTENANCE	615-49850-404	4,292.30
R & R SPECIALTIES	0059378-IN	03/02/2016	MAINTENANCE-FIRE DAMAGE	615-49850-404	3,471.90
R & R SPECIALTIES	0059391-IN	03/08/2016	MAINTENANCE	615-49850-404	113.30
WINDOM AUTO VALU	022516	03/09/2016	MAINTENANCE #3400540 -	615-49850-404	5.83
MILLER SELLNER EQUIP	14904B	03/29/2016	MAINTENANCE	615-49850-404	180.44
O'REILLY AUTOMOTIVE, INC	20160228	03/28/2016	MAINTENANCE - ARENA	615-49850-404	13.59
CARQUEST AUTO PARTS STOR	20160302	03/02/2016	MAINTENANCE - ARENA	615-49850-404	91.85
JERRY'S REPAIR	8563/64	03/29/2016	MAINTENANCE	615-49850-404	1,066.00
CAROL VOUGHT	999503	03/15/2016	SERVICE	615-49850-404	250.00
RUNNING'S SUPPLY	022416	03/15/2016	MAINTENANCE -	615-49850-406	1.04
RUNNING'S SUPPLY	022416	03/15/2016	MAINTENANCE -	615-49850-409	3.18
J. H. LARSON	S101158918.001	03/21/2016	MAINTENANCE	615-49850-409	57.90
Activity 49850 - Arena Total:					24,766.87
Fund 615 - ARENA Total:					24,766.87

Fund: 617 - M/P CENTER

Activity: 49860 - M/P Center

NCPERS MINNESOTA	20160301	03/28/2016	INSURANCE #844600 - APRIL	617-49860-133	48.00
INDOFF, INC	2765521	03/08/2016	SUPPLIES	617-49860-200	31.58
COLE PAPERS INC.	9182892	03/08/2016	SUPPLIES	617-49860-211	92.00
COCA-COLA BOTTLING COMP	0478507914	03/30/2016	MERCHANDISE	617-49860-254	173.88
AH HERMEL COMPANY	561845	03/09/2016	MERCHANDISE	617-49860-261	34.95
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	617-49860-321	114.06
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	617-49860-326	60.00
CITIZEN PUBLISHING CO	022916	03/08/2016	ADVERTISING -	617-49860-340	80.25
NEW CENTURY PRESS	300098217	03/30/2016	ADVERTISING #00001341	617-49860-340	80.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - - MUNICIPAL LI	617-49860-361	1,079.39
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - PROPERTY	617-49860-362	2,597.00
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - AUTO LIABILITY	617-49860-363	128.00

Expense Approval Report

Payment Dates: 3/10/2016 - 3/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - LIQUOR LIABILI	617-49860-365	51.74
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	617-49860-381	1,024.36
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	617-49860-382	61.52
MN ENERGY RESOURCES	20160311	03/21/2016	HEATING #0503741572-00001	617-49860-383	981.73
HOMETOWN SANITATION SER	0000171583	03/08/2016	GARBAGE SERVICE - COMM C	617-49860-384	51.52
ELECTRIC FUND	20160315	03/15/2016	MONTHLY UTILITY & TELECO	617-49860-385	58.73
RAGE INC	03-010158	03/09/2016	SERVICE - COMM CENTER	617-49860-406	61.50

Activity 49860 - M/P Center Total: **6,810.21**

Fund 617 - M/P CENTER Total: **6,810.21**

Fund: 651 - RIVERLBUFF TOWNHOMES

Activity: 46520 - EDA

LEAGUE OF MN CITIES INS TR	52175/52176	03/29/2016	INSURANCE - PROPERTY-VAN	651-46520-480	6,715.00
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Activity 46520 - EDA Total: **6,715.00**

Fund 651 - RIVERLBUFF TOWNHOMES Total: **6,715.00**

Fund: 700 - PAYROLL

Internal Revenue Service-Payr	INV0000778	03/18/2016	Federal Tax Withholding	700-21701	10,702.54
Minnesota Department of Re	INV0000777	03/18/2016	State Withholding	700-21702	4,378.18
Internal Revenue Service-Payr	INV0000779	03/18/2016	Social Security	700-21703	11,742.04
MN Pera	INV0000769	03/18/2016	PERA	700-21704	12,125.63
MN Pera	INV0000770	03/18/2016	PERA	700-21704	5,270.89
MN Pera	INV0000771	03/18/2016	PERA	700-21704	476.30
MN Pera	INV0000772	03/18/2016	PERA	700-21704	515.00
Minnesota State Deferred	INV0000773	03/18/2016	Deferred Compensation	700-21705	4,290.00
Minnesota State Deferred	INV0000774	03/18/2016	Deferred Roth	700-21705	775.00
LOCAL UNION #949	20160301	03/15/2016	UNION DUES - MAR 2016	700-21707	1,676.08
LAW ENFORCMENT LABOR SE	030116	03/15/2016	UNION DUES - MAR 2016	700-21708	343.00
COLLECTION SERVICES CENTE	20160307	03/07/2016	#CDDM013726	700-21709	930.23
MN Child Support Payment C	INV0000775	03/18/2016	Child Support Payment	700-21709	407.47
Internal Revenue Service-Payr	INV0000776	03/18/2016	Medicare Withholding	700-21711	3,290.32
SELECTACCOUNT	38157643	03/15/2016	FLEX SPENDING	700-21712	994.68
SELECTACCOUNT	38161707	03/22/2016	FLEX SPENDING	700-21712	1,871.28
SELECTACCOUNT	38167732	03/29/2016	FLEX SPENDING	700-21712	797.86
AFLAC	442631	03/21/2016	INSURANCE #0EQP3 - AFTER T	700-21715	204.00
AFLAC	581084	01/25/2016	INSURANCE #0EQP3 - AFTER T	700-21715	204.00
AFLAC	442631	03/21/2016	INSURANCE #0EQP3 - PRE TAX	700-21716	389.97
AFLAC	581084	01/25/2016	INSURANCE #0EQP3 - PRE TAX	700-21716	389.97
MN BENEFIT ASSOCIATION	20160316	03/21/2016	INSURANCE - PRE-TAX	700-21717	159.65
NCPERS MINNESOTA	20160301	03/28/2016	INSURANCE #844600 - APRIL	700-21718	16.00
NCPERS MINNESOTA	20160301	03/28/2016	INSURANCE #844600 - APRIL	700-21718	16.00
MN BENEFIT ASSOCIATION	20160316	03/21/2016	INSURANCE - AFTER TAX	700-21719	122.73
MII LIFE	2060315	03/15/2016	2015 INCENTIVE - VEBA	700-21720	6,425.00

68,513.82

Fund 700 - PAYROLL Total: **68,513.82**

Grand Total: **754,924.11**

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	63,802.09
211 - LIBRARY	6,560.68
225 - AIRPORT	10,461.00
230 - POOL	1,318.27
235 - AMBULANCE	10,713.10
250 - EDA GENERAL	6,859.36
253 - EDA RIVERBLUFF ESTATES	733.00
254 - NORTH IND PARK	420.00
401 - GENERAL CAPITAL PROJECTS	115.00
601 - WATER	31,264.95
602 - SEWER	29,688.23
604 - ELECTRIC	325,484.09
609 - LIQUOR STORE	96,853.82
614 - TELECOM	63,844.62
615 - ARENA	24,766.87
617 - M/P CENTER	6,810.21
651 - RIVERLBUFF TOWNHOMES	6,715.00
700 - PAYROLL	68,513.82
Grand Total:	754,924.11

Account Summary

Account Number	Account Name	Payment Amount
100-20202	Sales Tax Payable	3.86
100-34780	Park Fees	56.14
100-41110-304	Legal Fees	465.00
100-41110-350	Printing & Design	379.90
100-41110-365	Insurance - Misc	893.00
100-41110-491	Payments to Other Orga	1,413.94
100-41310-133	Employer Paid Insurance	80.00
100-41310-200	Office Supplies	631.14
100-41310-308	Training & Registrations	304.00
100-41310-321	Telephone	121.58
100-41310-326	Data Processing	65.00
100-41310-361	Insurance - General Liabi	382.91
100-41310-365	Insurance - Misc	377.54
100-41910-133	Employer Paid Insurance	24.00
100-41910-200	Office Supplies	26.43
100-41910-321	Telephone	105.97
100-41910-365	Insurance - Misc	523.53
100-41940-362	Insurance - Property	350.00
100-41940-381	Electric Utility	586.84
100-41940-382	Water Utility	70.56
100-41940-383	Gas Utility	663.71
100-41940-384	Refuse Disposal	85.04
100-41940-385	Sewer Utility	125.84
100-42120-133	Employer Paid Insurance	160.00
100-42120-200	Office Supplies	77.65
100-42120-218	Uniforms	499.49
100-42120-304	Legal Fees	4,061.25
100-42120-308	Training & Registrations	40.00
100-42120-321	Telephone	163.64
100-42120-322	Postage	124.33
100-42120-323	Radio Units	267.20
100-42120-325	Dispatching	275.00
100-42120-326	Data Processing	433.00
100-42120-334	Meals/Lodging	27.91
100-42120-350	Printing & Design	74.90

Account Summary

Account Number	Account Name	Payment Amount
100-42120-361	Insurance - General Liabi	3,279.84
100-42120-363	Insurance - Automotive	2,358.00
100-42120-365	Insurance - Misc	374.54
100-42120-404	Repairs & Maint - M&E	71.14
100-42120-412	Rentals - Building	1,850.00
100-42120-419	Vehicle Lease	1,605.44
100-42120-480	Other Miscellaneous	69.37
100-42220-200	Office Supplies	56.58
100-42220-321	Telephone	49.04
100-42220-325	Dispatching	212.50
100-42220-326	Data Processing	10.02
100-42220-361	Insurance - General Liabi	462.35
100-42220-363	Insurance - Automotive	2,943.00
100-42220-365	Insurance - Misc	1,338.53
100-42220-404	Repairs & Maint - M&E	710.00
100-42220-433	Dues & Subscriptions	225.00
100-42220-439	Special Projects	2,998.60
100-42220-480	Other Miscellaneous	80.25
100-42500-325	Dispatching	12.50
100-42500-381	Electric Utility	19.03
100-43100-133	Employer Paid Insurance	80.00
100-43100-200	Office Supplies	172.61
100-43100-217	Other Operating Supplie	60.00
100-43100-224	Street Maint Materials	10.57
100-43100-321	Telephone	56.58
100-43100-325	Dispatching	125.00
100-43100-350	Printing & Design	160.50
100-43100-361	Insurance - General Liabi	1,820.93
100-43100-362	Insurance - Property	2,561.00
100-43100-363	Insurance - Automotive	2,062.00
100-43100-365	Insurance - Misc	2,996.03
100-43100-381	Electric Utility	3,478.08
100-43100-382	Water Utility	24.75
100-43100-383	Gas Utility	828.30
100-43100-384	Refuse Disposal	130.85
100-43100-385	Sewer Utility	47.96
100-43100-404	Repairs & Maint - M&E	557.87
100-43100-480	Other Miscellaneous	79.69
100-45120-361	Insurance - General Liabi	118.93
100-45202-133	Employer Paid Insurance	16.00
100-45202-325	Dispatching	37.50
100-45202-340	Advertising & Promotion	192.60
100-45202-361	Insurance - General Liabi	637.74
100-45202-362	Insurance - Property	12,652.00
100-45202-363	Insurance - Automotive	366.00
100-45202-365	Insurance - Misc	1,017.53
100-45202-381	Electric Utility	267.76
100-45202-404	Repairs & Maint - M&E	77.98
100-45202-405	Repairs & Maint - Vehicl	396.10
100-45202-444	License Fees	103.20
211-45501-133	Employer Paid Insurance	16.00
211-45501-200	Office Supplies	201.68
211-45501-217	Other Operating Supplie	12.82
211-45501-321	Telephone	29.76
211-45501-322	Postage	23.46
211-45501-326	Data Processing	65.00
211-45501-350	Printing & Design	218.25
211-45501-361	Insurance - General Liabi	586.19

Account Summary

Account Number	Account Name	Payment Amount
211-45501-362	Insurance - Property	1,953.00
211-45501-365	Insurance - Misc	326.54
211-45501-381	Electric Utility	236.09
211-45501-382	Water Utility	18.40
211-45501-383	Gas Utility	1,225.51
211-45501-385	Sewer Utility	34.80
211-45501-402	Repairs & Maint - Struct	20.00
211-45501-435	Books and Pamphlets	1,593.18
225-45127-321	Telephone	26.58
225-45127-361	Insurance - General Liabi	309.42
225-45127-362	Insurance - Property	9,732.00
225-45127-365	Insurance - Misc	393.00
230-45124-361	Insurance - General Liabi	336.33
230-45124-365	Insurance - Misc	955.00
230-45124-381	Electric Utility	26.94
235-34205	Ambulance Revenues -	450.00
235-42153-217	Other Operating Supplie	3,152.29
235-42153-312	Nursing	710.76
235-42153-321	Telephone	148.34
235-42153-325	Dispatching	200.00
235-42153-326	Data Processing	1,593.00
235-42153-334	Meals/Lodging	190.58
235-42153-340	Advertising & Promotion	732.86
235-42153-361	Insurance - General Liabi	1,091.92
235-42153-363	Insurance - Automotive	1,042.00
235-42153-365	Insurance - Misc	326.53
235-42153-404	Repairs & Maint - M&E	785.00
235-42153-405	Repairs & Maint - Vehicl	143.06
235-42153-480	Other Miscellaneous	146.76
250-46520-133	Employer Paid Insurance	8.00
250-46520-200	Office Supplies	52.87
250-46520-301	Auditing & Consulting Se	107.50
250-46520-304	Legal Fees	390.00
250-46520-321	Telephone	105.97
250-46520-340	Advertising & Promotion	519.10
250-46520-350	Printing & Design	79.50
250-46520-362	Insurance - Property	2,860.00
250-46520-365	Insurance - Misc	1,093.31
250-46520-381	Electric Utility	55.86
250-46520-402	Repairs & Maint - Struct	1,583.75
250-46520-438	Meeting Expense	3.50
253-46520-304	Legal Fees	300.00
253-46520-480	Other Miscellaneous	433.00
254-46520-304	Legal Fees	420.00
401-49950-500	Capital Outlay - Office	115.00
601-49400-133	Employer Paid Insurance	40.00
601-49400-216	Chemicals and Chemical	6,087.59
601-49400-303	Engineering and Surveyi	1,530.00
601-49400-308	Training & Registrations	60.00
601-49400-310	Lab Testing	56.25
601-49400-321	Telephone	112.32
601-49400-322	Postage	13.85
601-49400-325	Dispatching	100.00
601-49400-331	Travel Expense	120.12
601-49400-361	Insurance - General Liabi	2,811.13
601-49400-362	Insurance - Property	3,683.00
601-49400-363	Insurance - Automotive	626.00
601-49400-365	Insurance - Misc	481.53

Account Summary

Account Number	Account Name	Payment Amount
601-49400-381	Electric Utility	4,913.93
601-49400-382	Water Utility	16.60
601-49400-383	Gas Utility	569.70
601-49400-385	Sewer Utility	29.73
601-49400-386	Landfill	6,220.06
601-49400-402	Repairs & Maint - Struct	3,185.00
601-49400-404	Repairs & Maint - M&E	608.14
602-49450-133	Employer Paid Insurance	56.00
602-49450-200	Office Supplies	109.48
602-49450-216	Chemicals and Chemical	819.00
602-49450-217	Other Operating Supplie	118.36
602-49450-241	Small Tools	31.48
602-49450-303	Engineering and Surveyi	1,530.00
602-49450-308	Training & Registrations	250.00
602-49450-310	Lab Testing	1,221.60
602-49450-321	Telephone	85.03
602-49450-325	Dispatching	100.00
602-49450-326	Data Processing	130.84
602-49450-334	Meals/Lodging	20.94
602-49450-361	Insurance - General Liabi	4,055.50
602-49450-362	Insurance - Property	4,179.00
602-49450-363	Insurance - Automotive	816.00
602-49450-365	Insurance - Misc	942.53
602-49450-381	Electric Utility	11,087.15
602-49450-382	Water Utility	650.30
602-49450-383	Gas Utility	1,124.59
602-49450-384	Refuse Disposal	85.04
602-49450-404	Repairs & Maint - M&E	1,117.00
602-49450-405	Repairs & Maint - Vehicl	123.99
602-49450-408	Repairs & Maint - Distrib	740.83
602-49450-439	Special Projects	252.80
602-49450-480	Other Miscellaneous	40.77
604-14200	Inventory	6,042.56
604-16300	Improvements Other Th	2,885.63
604-22000	Prepayments	1,325.00
604-49550-133	Employer Paid Insurance	96.00
604-49550-211	Cleaning Supplies	168.93
604-49550-241	Small Tools	175.75
604-49550-263	Merchandise for Resale -	267,256.02
604-49550-310	Lab Testing	234.03
604-49550-315	Energy Development	96.01
604-49550-321	Telephone	198.64
604-49550-322	Postage	1.18
604-49550-325	Dispatching	187.50
604-49550-326	Data Processing	140.84
604-49550-331	Travel Expense	120.12
604-49550-361	Insurance - General Liabi	17,264.32
604-49550-362	Insurance - Property	13,856.00
604-49550-363	Insurance - Automotive	2,277.00
604-49550-365	Insurance - Misc	1,314.53
604-49550-381	Electric Utility	215.96
604-49550-382	Water Utility	20.69
604-49550-383	Gas Utility	454.24
604-49550-384	Refuse Disposal	84.75
604-49550-385	Sewer Utility	37.59
604-49550-404	Repairs & Maint - M&E	16.69
604-49550-405	Repairs & Maint - Vehicl	245.56
604-49550-406	Repairs & Maint - Groun	68.34

Account Summary

Account Number	Account Name	Payment Amount
604-49550-408	Repairs & Maint - Distrib	556.58
604-49550-433	Dues & Subscriptions	3,658.66
604-49550-444	License Fees	18.25
604-49550-450	Conservation	5,810.25
604-49550-480	Other Miscellaneous	656.47
609-16460	Furniture & Fixtures	9,371.75
609-49751-133	Employer Paid Insurance	16.00
609-49751-217	Other Operating Supplie	293.28
609-49751-251	Liquor	26,318.91
609-49751-252	Beer	40,282.94
609-49751-253	Wine	6,330.25
609-49751-254	Soft Drinks & Mix	236.56
609-49751-259	Non- Alcoholic	42.25
609-49751-321	Telephone	101.40
609-49751-326	Data Processing	130.84
609-49751-333	Freight and Express	742.74
609-49751-340	Advertising & Promotion	2,018.14
609-49751-361	Insurance - General Liabi	8,185.37
609-49751-362	Insurance - Property	1,458.00
609-49751-365	Insurance - Misc	326.53
609-49751-381	Electric Utility	527.33
609-49751-382	Water Utility	20.80
609-49751-383	Gas Utility	199.01
609-49751-384	Refuse Disposal	96.13
609-49751-385	Sewer Utility	37.91
609-49751-406	Repairs & Maint - Groun	117.68
614-49870-133	Employer Paid Insurance	64.00
614-49870-200	Office Supplies	37.41
614-49870-211	Cleaning Supplies	21.33
614-49870-227	Utility System Maint Sup	5,692.76
614-49870-304	Legal Fees	359.49
614-49870-321	Telephone	385.12
614-49870-326	Data Processing	46.50
614-49870-331	Travel Expense	120.13
614-49870-340	Advertising & Promotion	288.90
614-49870-361	Insurance - General Liabi	8,733.78
614-49870-362	Insurance - Property	5,164.00
614-49870-363	Insurance - Automotive	527.00
614-49870-365	Insurance - Misc	481.53
614-49870-381	Electric Utility	1,896.10
614-49870-382	Water Utility	17.63
614-49870-383	Gas Utility	302.35
614-49870-384	Refuse Disposal	73.92
614-49870-385	Sewer Utility	29.55
614-49870-441	Transmission Fees	175.74
614-49870-442	Subscriber Fees	27,621.87
614-49870-445	Switch Fees	1,478.23
614-49870-447	Internet Expense	5,987.50
614-49870-448	On-Call Support	96.00
614-49870-451	Call Completion	4,203.01
614-49870-480	Other Miscellaneous	40.77
615-49850-133	Employer Paid Insurance	32.00
615-49850-217	Other Operating Supplie	1,067.00
615-49850-254	Soft Drinks & Mix	57.48
615-49850-321	Telephone	118.17
615-49850-326	Data Processing	130.84
615-49850-361	Insurance - General Liabi	1,040.45
615-49850-362	Insurance - Property	2,543.00

Account Summary

Account Number	Account Name	Payment Amount
615-49850-363	Insurance - Automotive	384.00
615-49850-365	Insurance - Misc	685.03
615-49850-381	Electric Utility	7,382.26
615-49850-382	Water Utility	347.07
615-49850-383	Gas Utility	1,143.40
615-49850-384	Refuse Disposal	261.76
615-49850-385	Sewer Utility	27.08
615-49850-404	Repairs & Maint - M&E	9,485.21
615-49850-406	Repairs & Maint - Groun	1.04
615-49850-409	Repairs & Maint - Utilitie	61.08
617-49860-133	Employer Paid Insurance	48.00
617-49860-200	Office Supplies	31.58
617-49860-211	Cleaning Supplies	92.00
617-49860-254	Soft Drinks & Mix	173.88
617-49860-261	Other Merchandise	34.95
617-49860-321	Telephone	114.06
617-49860-326	Data Processing	60.00
617-49860-340	Advertising & Promotion	160.25
617-49860-361	Insurance - General Liabi	1,079.39
617-49860-362	Insurance - Property	2,597.00
617-49860-363	Insurance - Automotive	128.00
617-49860-365	Insurance - Misc	51.74
617-49860-381	Electric Utility	1,024.36
617-49860-382	Water Utility	61.52
617-49860-383	Gas Utility	981.73
617-49860-384	Refuse Disposal	51.52
617-49860-385	Sewer Utility	58.73
617-49860-406	Repairs & Maint - Groun	61.50
651-46520-480	Other Miscellaneous	6,715.00
700-21701	Federal Withholding	10,702.54
700-21702	State Withholding	4,378.18
700-21703	FICA Tax Withholding	11,742.04
700-21704	PERA Contributions	18,387.82
700-21705	Retirement	5,065.00
700-21707	Union Dues	1,676.08
700-21708	PD Union Dues	343.00
700-21709	Wage Levy	1,337.70
700-21711	Medicare Tax Withholdi	3,290.32
700-21712	Flex Account	3,663.82
700-21715	Individual Insurance-Afla	408.00
700-21716	Individual Insurance-Afla	779.94
700-21717	Individual Insurance-MB	159.65
700-21718	Individual Insurance-NC	32.00
700-21719	Individual Insurance-MB	122.73
700-21720	VEBA Contributions	6,425.00
	Grand Total:	754,924.11

Project Account Summary

Project Account Key	Payment Amount
None	754,924.11
Grand Total:	754,924.11

3/31/16
