

Council Meeting
Tuesday, December 19, 2017
City Council Chambers

7:30 p.m.
AGENDA



Call to Order
Pledge of Allegiance

1. Consent Agenda
 - Minutes
 - Council Minutes – December 5, 2017
 - HRA – November 8 & 15, 2017
 - EDA – December 11, 2017
 - Street Committee – December 11, 2017
 - Library Board – December 12, 2017
 - Park & Recreation Commission – November 8, 2017 & December 13, 2017
 - Capital Finance Committee – December 14, 2017
 - Regular Bills
2. Department Heads
3. Resolution Accepting Donations – Downtown Square Promotion Signage
4. 2018 City Budget
 - 2018 Levy Resolution
 - Approve 2018 City of Windom Budget
5. Arena Ice System Replacement Project - Plans and Specs Approval and Call for Bids
6. Rental Housing Inspection & Licensing
 - Second Reading Ordinance No. 167 2nd Series – Amending City Code Title XV: Rental Housing
 - Title & Summary Approval
 - Rental Housing Inspection & Licensing Fees Resolution
7. Personnel Items
 - Law Enforcement Labor Services (LELS) Labor Agreement & MOU
 - International Brotherhood of Electrical Workers (IBEW) Labor Agreement
 - Supervisory Wage Adjustments
 - Ambulance – Paid On Call Rates
8. Contractor Payments
 - Rice Lake Contracting Corp. #4 - \$116,359.59 – Water Treatment Facility Rehab
9. New Business
10. Old Business
 - Coffee with Council 2018
 - Electric Utility Manager/Street & Park Superintendent – Interview Panel
11. Council Concerns
12. Adjourn



**Regular Council Meeting
City Hall, Council Chamber
December 5, 2017
7:00 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Dominic Jones at 7:00 p.m.

2. Roll Call:

Council Present: Mayor Dominic Jones, Bryan Joyce, Marv Grunig, Rod Byam, Paul Johnson and Jayesun Sherman (arrived at 7:35 p.m.)

Council Absent: None

City Staff Present: Steve Nasby, City Administrator; Ron Schramel, City Attorney; Scott Peterson, Police Chief; Mike Haugen, Water/Wastewater Superintendent; Jeff Dahna, Telecom General Manager; Andy Spielman, Building and Zoning Official; and Drew Hage, Development Director

3. Pledge of Allegiance

4. Consent Calendar:

- Minutes
 - Council Minutes – November 15 & 21, 2017
 - EDA – November 20, 2017
 - Telecom Commission – November 27, 2017
 - Utility Commission – November 30, 2017
- Regular Bills

Motion by Johnson second by Joyce approving the Consent Calendar. Motion carried 4 – 0.

5. Introduction of New Police Officers:

Police Chief Peterson introduced to the Council new Police Officers Brandon Thongvivong and David Huse. The Council welcomed them and wished them the best of luck in their new positions with the City of Windom.

6. 2018 City Budget:

Nasby provided an overview of the proposed 2018 City Budget. General Fund, Special Revenue Fund, Enterprise Funds, Debt Service Funds, Miscellaneous Project and Capital Project budgets were presented. Nasby provided history charts which included annual data regarding Tax Levy percentages, Property Tax based on \$100,000 valued home and General Fund Reserve Balances. The final proposed Property Tax Levy was proposed to be set as a 5.75% property tax increase.

Preliminary

Jones opened the meeting for public comments. No comments regarding the budget were made by the public.

7. 2017 Budget Amendments:

Finance Director/Controller Chelsie Carlson submitted a list of 2017 Budget Amendments for approval by the City Council.

Motion by Grunig second by Joyce to approve 2017 Budget Amendments as presented. Motion carried 5 – 0.

8. Use of Unexpended 2017 Capital Funds – Police Department:

Police Chief Scott Peterson discussed the possibility of the Police Department receiving forfeiture funds which would be used to acquire a drug enforcement K-9 Unit to combat narcotic offenses. Currently there is \$2,700 of unused 2017 Capital funds. If forfeiture funds are received to acquire the K-9 unit, Peterson is requesting the use of the unexpended funds to purchase a Motorola mobile radio for use by the K-9 vehicle.

Motion by Joyce second by Byam to approve the use of unexpended 2017 Capital Funds of \$2,700 for the purchase of a Motorola mobile radio for the K-9 vehicle contingent upon acquiring a K-9 unit and receipt of forfeiture funds. Motion carried 5 – 0.

9. Department Heads:

None.

10. Donation – Windom Library – Helen Freking Family:

Council member Johnson introduced the Resolution No. 2017-88 entitled “AUTHORIZATION TO ACCEPT A DONATION FROM THE HELEN FREKING FAMILY TO THE WINDOM LIBRARY”, and moved its adoption. The resolution was seconded by Joyce and on roll call vote: Yes: Joyce, Byam, Grunig, Johnson and Sherman No: None. Absent: None, Abstain: None. Resolution passed 5 – 0.

11. Water Sale Agreement – City of Windom and POET:

Water/Wastewater Superintendent Mike Haugen provided background on the past agreements with POET. Their current water agreement was for 100M gallons in reserve and now it has been reduced to 40M gallons. This was reduced due to the use or need by POET of an additional water source. The Utility Commission has reviewed the proposed agreement and is recommending approval. The City Attorney has also reviewed the agreement.

Motion by Joyce second by Sherman to approve the Water Sales Agreement with POET as presented. Motion carried 5 – 0.

12. CMMPA Power Sales Agreement:

Nasby said the City currently has a power sales contract with Nextera which provides power 5 days a week for 16 hours a day to help cover high use periods. The agreement will expire in 2020. To obtain better pricing for its members, CMMPA has negotiated a power purchase agreement. Windom will purchase 3.5 megawatts through this new agreement at \$35.45 per megawatt. The Utility Commission has reviewed the proposed agreement and is recommending approval. The City Attorney has also reviewed the agreement.

Grunig said that he does consulting work for CMMPA and as such felt there may be a conflict of interest so he would be abstaining on this vote.

Motion by Johnson second by Joyce to approve the CMMPA Power Sales Agreement as presented. Motion carried 4 – 0 -1 (Grunig abstaining).

13. Windstream Inns LLC – Re-Development Agreement:

Development Director Drew Hage discussed the Development Agreement for TIF District 1-21 and business subsidy exceptions. Assistance of \$400,000 will be provided to the developer Windstream Inns LLC as an assistance incentive for the new investment of \$5.2M.

Council member Joyce introduced the Resolution No. 2017-89 entitled “RESOLUTION APPROVING ASSISTANCE TO WINDSTREAM INNS LLC”, and moved its adoption. The resolution was seconded by Byam and on roll call vote: Yes: Byam, Grunig, Johnson, Sherman and Joyce. No: None. Absent: None, Abstain: None. Resolution passed 5 – 0.

14. 1st Reading Ordinance No. 167, 2nd Series – Rental Housing Inspection & Licensing:

Building and Zoning Official Andy Spielman reviewed with the Council the proposed ordinance for Rental Housing Inspection and Licensing. Spielman reviewed the changes that were made to the final draft of the Ordinance as a result of recommendations from the public meeting, the City Attorney, the Planning Commission and Building and Zoning staff.

Johnson said he was unsure about the ordinance and that it may impact the number of rental units in the community.

Grunig requested the Ordinance include a specific response time for a legitimate rental complaint. Spielman said the intent would be to notify the property owner immediately. The notice would be sent by regular mail. However notification by registered mail would be considered on a case-by-case basis. Grunig recommended that the property owner should be notified within 5 business days from the receipt of the complaint. The Council discussed the need for and the lengthy specific details of the proposed Ordinance.

Motion by Grunig seconded by Joyce to amend §150.56 Inspections (E) Complaints, paragraphs 4 and 5 to specify a response time by the City for complaints received. Motion carried 5 – 0.

Preliminary

Motion by Joyce second by Sherman to approve the First Reading of Ordinance No. 167, 2nd Series. Motion carried 5 – 0.

15. New Business:

None.

16. Old Business:

None

17. Council Concerns:

Byam – Traffic is getting heavier with 12,000 vehicles a day through town and he recommends that drivers consider right-hand turns and consider alternate routes. Byam asked that people license their dogs and that when complaints are received, the police verify if a dog is licensed.

Joyce – Friends of the Pool working with the Arena Boosters group on non-profit status possibilities. Friends of the Pool will meet in January to begin discussions. Coffee with the Council on Saturday at 9:00 am at River City Eatery. Joyce and Sherman will be present.

Sherman – Said he has received a complaint regarding truck traffic using compression braking on south Hwy 60. He noted that he did not see any signs posted stating “Vehicle Noise Laws Enforced”. If others are experiencing this, please let the Council know.

18. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 8:17 pm.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

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

November 8, 2017 ~ 4:00 pm

A regular meeting of the Board of Directors was held on Wednesday, November 8, 2017, at the Hillside Manor Community Room. Board Members present: Chairman, Frank Dorpinghaus, Vice-Chair, Linda Jaakola, Pam Dobson, Resident Liaison, Mike Meyer and City Liaison, Rod Byam. Also present were: Executive Director, Connie Clausen and Operations Manager, Linda Loewen. Absent: Treasurer, Margaret McDonald and Resident Board Member, Dave Olson, both excused.

The meeting was called to order at 4:03 p.m. with the consent agenda approved (Jaakola/Dobson) which included the agenda, minutes from the previous meeting and the bills report.

Old business consisted of:

1. POHP grant update: MHFA has all close-out paperwork. DEED annual report was submitted on 10/16. Staff would like to host a "Thank You Meal" for Riverview tenants on 11/17.
2. Small projects update: Parts have been ordered for the window repairs. We have received quotes from Ron's Electric for the Riverview roof fans and are waiting for him to install them. Steve is working on getting pricing for the Hillside sidewalk handrails.
3. HUD Litigation update: We have been contacted and are just awaiting the deposit.
4. We are working on adding the Chairman to Eloccs/Secure Systems. We will remove DeeAnna once Frank is on.
5. Tax forfeited property: The Executive Director attended the County Commissioners Board Meeting and made an offer to purchase the property for the delinquent tax amount owed. The offer was accepted at \$7,884.81, which includes tax. We are waiting for the Quit Claim Deed. We will be doing a walk-through of the property again on Wednesday, November 15th, to make a plan going forward. We will then revisit this at the December Board Meeting.
6. 2018 Health Insurance: The Executive Director reviewed the HSA and the amount of the policy verses the staff increase in deductible as well as the HSA contribution. A motion was made to increase the HSA contribution to \$200.00 monthly from the current \$86.50 monthly. (Jaakola/Dobson)
7. Strategic Planning: There is no update on the brochure at this time, but we will continue to work on it and will plan to present it at the December Board Meeting.

New Business consisted of:

1. The Executive Director attended human resources training on 11/2. She would like to attend Executive Management training 1/30-2/2/18. A motion was made to approve the attendance. (Dobson/Jaakola)
2. The part-time cleaning position was filled on 10/25. There has been Jackson staff turnover in the office but we have hired someone and the new staff will start on 11/20. The Operations Manager will be helping to train.
3. Proposed change to bi-weekly payroll: The Executive Director is asking to change the current semi-monthly payroll to bi-weekly, starting 1/1/18. With the change, it will be easier to track overtime hours. There will be no additional charge from the Accountant for the additional two payrolls. This will also mean a change to the Personnel Policy. A motion was made to accept the change. (Dobson/Jaakola)
4. Annual Inspections were completed, which was 33% of all the units. There were no big issues.
5. 2018 Annual Contracts results are ready. After review a motion was made to accept Ron's Electric, Thurmer's and Scott's Snow Removal for 2018. All three offered the same rate as last year. (Jaakola/Dobson)
6. 2018 FMR results are ready. After review, a motion was made to keep the flat rent as is, with no change. (Jaakola/Dobson)
7. Review Annual Audit: After review, there are a few questions on pages 19 and 29. Because of this, we will be holding a Special Board Meeting to discuss and review this farther on Wednesday, November 15th at 4:00 pm at Riverview.
8. Bank signature cards need to be updated to remove the former Executive Director. A motion was made to remove her. (Dobson/Jaakola)
9. Fire drills were successfully completed on October 18th. The Fire Chief took part at both buildings. We will be planning to do surprise drills in the Spring.

10. Christmas parties are scheduled for 5:00 pm on Monday, December 11th at Hillside and Tuesday, December 12th at Riverview.
11. Upcoming board meetings will be December 13th at Hillside and January 10th at Riverview.

With no further business, the meeting was adjourned at 5:05 pm (Jaakola/Dobson).

Frank Dorpinghaus, Chairman

Connie Clausen, Executive Director

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

November 15, 2017 ~ 4:00 pm

A special meeting of the Board of Directors was held on Wednesday, November 15, 2017, at the Riverview Apartments Community Room. Board Members present: Chairman, Frank Dorpinghaus, Vice Chairman, Linda Jaakola Resident Board Member, Dave Olson and Resident Liaison, Mike Meyer. Also present were: Executive Director, Connie Clausen and Operations Managers, Linda Loewen. Absent: Treasurer, Margaret McDonald and board member, Pam Dobson, excused.

The meeting was called to order at 4:00 pm.

Agenda consisted of: Review of the Annual Audit

There were questions on the Annual Audit draft that the Executive Director had followed up on. After review and discussion, the amounts in question were amounts that we are over budget. They included management hours and the recent project at Riverview.

A motion was made to approve the audit as drafted. (Jaakola/Olson)

With no further business, the meeting was adjourned at 4:10 pm (Jaakola/Olson).

Frank Dorpinghaus, Chairman

Connie Clausen, Executive Director

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
DECEMBER 11, 2017

1. Call to Order: The meeting was called to order by President Espenson at 12:00 p.m.

2. Roll Call & Guest Introductions:

EDAWN Commissioners: Justin Espenson, Betsy Herding, Rick Clerc, Marv Grunig, and Paul Johnson.

Also Present: EDA Staff – Drew Hage, EDA Executive Director, and Mary Hensen, Admin. Asst.; City Administrator Steve Nasby, Kathy Hanson (WADC Liaison), and Rahn Larson.

3. Approval of Minutes:

Motion by Commissioner Johnson, seconded by Commissioner Herding, to approve the Minutes of the EDA Meeting held on November 13, 2017, and the EDA Special Meeting held on November 20, 2017. Motion carried 5-0.

4. River Bend Property

A. Pro-Shed Lease: Director Hage reported that Pro-Shed has outgrown its display area near Runnings and wants to maintain visibility for its sheds on Highway 60. Pro-Shed has contacted the EDA concerning the possibility of leasing property south of the River Bend Liquor Store that is owned by the EDA. The proposed lease would start in March 2018. Lease provisions would include a 60-day written option by either party to terminate the lease. This would allow the EDA to continue to actively market the property. The “Property for Sale” sign will remain on the property. Pro-Shed will be responsible for snow removal and mowing on the property and maintains liability insurance on their sheds. The Board discussed the monthly rental rate for the property and felt that \$400 to \$500 per month would be a fair rental rate. The Board also discussed previous interest by other parties in leasing the property. Those parties have decided on other property. Director Hage advised that EDA Staff would review the sample lease terms submitted by Pro-Shed and then forward a draft of the proposed lease to the City Attorney for review.

Motion by Commissioner Clerc, seconded by Commissioner Grunig, authorizing the EDA Executive Director to finalize negotiations of a lease with Pro-Shed, covering the EDA’s property south of the River Bend Liquor Store, on the terms as presented at today’s meeting. Motion carried 5-0.

5. Hotel Project

A. Update: Director Hage advised that the hotel plans to open in May of 2018. He briefly updated the Board concerning the status of the construction of the hotel.

B. TIF District 1-21 – Redevelopment Agreement: The Redevelopment Agreement with the Developer, Windstream Inns LLC, was approved by the City Council on December 5, 2017.

C. EDA SEB RLF: Director Hage updated the Board concerning the multiple gap financing loans that are being developed which utilize the future TIF funds as a repayment source. These loans include: EDA SEB RLF (\$66,978), Heron Lake RLF (\$150,000), and SRDC RLF (\$83,022) and are scheduled for approval by the respective Boards. (In November the EDA Board approved the EDA SEB RLF Loan.) This allows \$300,000 in TIF funds to be included as equity

in the project. The gap financing loan closing for all of the loans is scheduled to occur the week of December 11, 2017.

Director Hage said that he would like to create a “Development in Windom” Facebook page and post a couple pictures of the hotel construction each week. The page could then be used for other projects in the future.

The Board briefly discussed the current construction schedule and timing of removal of the existing building on the property.

6. Retail Survey - Results: At the November Meeting, the EDA Board briefly reviewed the survey results. At that time, a request was made for more information regarding how Windom compares to other cities of similar size for retention of sales.

Director Hage reported that The University of Minnesota Extension has administered this same survey in 5 communities that are somewhat comparable to Windom. These communities include: International Falls, Sauk Centre, Mahanomen, Sacred Heart, and Spring Valley. Results vary widely and are largely dependent upon the strength of each community’s business mix and proximity to competing centers. Director Hage provided a brief summary of the results of this review. In general, Windom is retaining more of its sales across more categories than these other communities.

The Board discussed two areas where they felt there could be more promotion. The Board also suggested that when new prospects contact the EDA, the Staff can provide them with survey data specific to their proposed type of business. Director Hage will consider content from the report that could be included in the Comprehensive Plan. Board members can also review the report on their own and bring back any suggestions they may have for additional EDA action.

7. Land Reclamation Project (Cottonwood Lake Drive) – Update: Director Hage updated the Board concerning activity by Cemstone’s geologist regarding possible area sites to quarry. The sand on one site close to Windom was too fine for Cemstone’s purposes. Cemstone is still interested in making Windom a regional site and in a potential site in the North Windom Industrial Park, but their timeline has changed. Cemstone purchased the block plant and elevator in Worthington. Windom, Worthington, and St. James all have similar-aged facilities. Cemstone was planning to start on Windom’s site first, but the Worthington site has jumped ahead in the schedule. Cemstone will be providing Director Hage with additional information in early January regarding their plans and timeline.
8. North Windom Industrial Park – Phase II
 - A. Tax Increment Balance – TIF 1-17
 - B. Tax Increment Balance – TIF 1-19

Director Hage reviewed information from the last two EDA Board meetings when the Board discussed the opportunity to purchase the south 80 acres from Windom Sales Company. The EDA’s purchase option ends in 2018. A nine-year TIF Bond can be used to purchase the property with no other funds needed for the purchase. The TIF Bond will be repaid with tax increment generated by TIF District 1-19.

Motion by Commissioner Clerc, seconded by Commissioner Johnson, to move forward on the purchase of the South 80 acres for Phase II of the North Windom Industrial Park as presented. Motion carried 5-0.

9. SCDP

A. Subordination Request: Admin. Asst. Hensen reported that in 2012, Tommy and Mara Wilde received an \$18,000 SCDP loan and executed a Repayment Agreement to the City. This loan is forgivable over the period of 10 years if the Wildes continue to reside in the home, pay the taxes and insurance, and maintain the property. To date, half of the loan has been forgiven. Fulda Area Credit Union (FACU) currently holds the primary mortgage on the property. The EDA has received a request from the Wildes and FACU that the SCDP Mortgage be subordinated to allow the new FACU mortgage to have the first position on the property. It is the EDA's and City's policy to subordinate the SCDP loans to allow property owners to refinance the primary mortgage on their home. After a brief discussion, the following action was taken.

Motion by Commissioner Johnson, seconded by Commissioner Clerc, to approve the subordination of the SCDP Repayment Agreement, executed by Tommy and Mara Wilde, to allow them to refinance the primary mortgage on their property with Fulda Area Credit Union, and further authorizing the Mayor to execute the Subordination Agreement on behalf of the City of Windom. Motion carried 5-0.

10. Retail Development – SW MN / NW IA: On Thursday, November 16th, a regional retail development initiative was held in Jackson. Rick Clerc and Mary Hensen were able to represent the Windom EDA. There were 12 people from Windom registered to attend the event. The purpose was to bring together brokers, franchisors/franchisees and developers, and interested area parties to receive insight from experts in the retail development field and interact with these experts on ideas to spur new retail expansion in the area. The premise is to consider the Windom, Worthington, Jackson, Fairmont and Spirit Lake/Okoboji area as one shopping district which provides a sufficient population to support additional retail, specialty shops, etc.

Director Hage said that the group is considering semi-annual or quarterly meetings which can be held in other locations. Different groups could present at future meetings. These meetings could also provide opportunities for each of the communities to promote their projects and seek investors, etc. Director Hage has been gathering information from the attendees and reported that the representatives from Jackson thought it was a productive meeting.

Commissioner Clerc reported that he felt the meeting was worthwhile. He said that the experts were suggesting creating specialty stores for items that you can't purchase online. These stores also provide the human element and contact that you don't receive at big box stores or online. Mr. Algadi from Worthington advised that it is the minorities and women who are opening businesses in Worthington's downtown and keeping that area thriving. Commissioner Clerc said that there was some discussion concerning the need to create additional recreational and entertainment activities in the area to encourage interest by entrepreneurs and new residents. There was a brief discussion concerning the existing recreational opportunities in Windom and possible ideas to enhance those opportunities. Commissioner Clerc advised that one of the speakers highlighted the fact that often it is bringing in the right owner and the right manager to make a business work in a community and not simply the type of new business that you are trying to bring to your community. There was a brief discussion on ways to encourage local entrepreneurs to attend future

meetings. In response to a question, there was some discussion as to whether the communities will work together. Will they share the belief that what benefits one community also benefits the others? Thus not creating a situation in which one community may attempt to divert another community's project for its benefit.

11. Old Business: Director Hage advised that representatives from the School's Building & Grounds Committee plan to present information to the EDA Board in January concerning the School's plans for the area adjacent to the Windom Area Middle-High School, including the Prairie Meadow Subdivision.

Background: At the April EDA Board meeting, there was discussion regarding Prairie Meadow Subdivision and modifying the Development Agreement to allow a reduction in the sales prices of the lots. There was consensus from the Board to authorize the EDA to communicate with the School regarding a sealed bid auction option, as discussed, and revision of the Development Agreement. Director Hage discussed this information with the School. However, the School was involved in planning activities and was not able to take action on these recommendations at that time.

12. Miscellaneous Information

- A. EDA Monthly Financial Recap: The Board received copies of the EDA's Account Activity through November 30, 2017.

- B. River Bluff Townhomes – Monthly Financial Report: The Board received copies of the financial reports for October 2017 provided by Van Binsbergen & Associates.

13. Adjourn. On consensus, President Espenson adjourned the meeting at 12:58 p.m.

Attest: _____
Drew Hage, EDA Executive Director

Rick Clerc, EDA Secretary-Treasurer

**STREET DEPARTMENT COMMITTEE
MINUTES DECEMBER 11, 2017**

1. Call to Order: The meeting was called to order at 6:00 p.m. at the City Hall, City Administrator's Office.

2. Members Attending: Paul Johnson and Jayesun Sherman

City Staff Present: City Administrator Steve Nasby

3. MN DOT – Highway 60/71 Reconstruction (2019) Traffic Control

Nasby said that MN DOT had provided some options for traffic control on the Highway 60/71 corridor for the work to be done in 2019. The mill and overlay project will also include some ADA improvements and replacement of storm sewer. The traffic control options will create a major inconvenience for local motorists and for traffic coming into/out of town on Highways 60/71. The Street Committee discussed the traffic control options presented by MN DOT and possible detours through Windom and around the community.

The Street Committee was open to discussing possible detours with MN DOT, but felt that traffic control options for their work in town should be left up to MN DOT to determine.

4. Street Superintendent – Update

Nasby said that there were seven applicants for the combined Electric Utility Manager\Street Superintendent position and four for the Street Superintendent position only. The timeframe is to review the applications this next week and to possibly start interviews the week of December 18 with the intent to finish by the end of December. He asked about who from the Street Committee would be interested in serving on the interview panel. Sherman noted that Johnson is on the Utility Commission as a liaison and the Street Committee. Johnson said he is interested and would like to serve.

Consensus of the Street Committee to have Paul Johnson represent them on the interview panel.

5. Status on Street Department Operations

Nasby said there has not been too much stress due to snow and ice situations so far, so the crew is working on outside projects and working on trucks. He and the union steward had met with the Street crew last week to discuss day-to-day operations. Nasby noted that he is going to the Street Shop daily to check in and answer questions.

Meeting adjourned at 6:50 p.m.

Windom Library Board Meeting

City of Windom Council Chamber

Tuesday, Dec. 12 2017

5:05 p.m.

1. Call to order: The meeting was called to order by John Duscher.

2. Roll Call: Members Present: Steve Fresk, Kathy Hiley, John Duscher and Anita Winkel

Members Absent: Sue Ebeling, Barb Henning and Terri Jones

Library Staff Present: Dawn Aamot

City Council Member Present: Jayesun Sherman

3. Agenda and Minutes:

Motion by Anita Winkel and seconded by Steve Fresk to approve the agenda.

4. Financial Report:

Motion by Kathy Hiley and seconded by Steve Fresk to accept the Financial Report.

5. Librarian's Report:

Dawn reported that city electric department will finish replacing the light bulbs in the main library. This lighting update comes out of the library's maintenance account. Dawn has contacted Mike Schwalbach regarding how often the new boiler needs to be inspected. She is waiting to hear back from him. The boiler quote included the removal of the old boiler. Some of the boiler parts are still in the basement and she will ask Mike about that too.

Dawn thanked the board for the reception recognizing her 30 years at the library. On Dec. 14, the library will participate in the Downtown by Candlelight promotion. The Friends of the Library will give out snowman soup bags and a make and take snowflake craft will be available for the kids.

Dawn asked for suggestions for 2018 goals for the library.

The window pane drive sponsored by the Friends of the Library is at \$6,377 (93 donors). The city has approved Capital layouts of \$7,000 for the bathroom renovation and \$2,000 for computers for the 2018 budget. The family of Helen Freking donated \$100 to the library and this will be used to purchase audio books.

Dawn reported that the arm knitting event at the Historical Society was fun and 12 people were in attendance.

The Windom Library and the Plum Creek System will host an Antique Road Show at the Community Center on March 27.

After discussion about Christmas falling on Monday, Anita Winkel moved that the library be closed on Saturday, Dec. 23. Motion seconded by Kathy Hiley Motion passed.

Nancy continues to host the Bridges class. She is planning the next Family Event on Feb. 24.

Motion by Kathy Hiley and seconded by Steve Fresk to accept the librarian's report.

6. Old Business:

Dawn offered the new book catalog to any board member that would like to assist in new book selections.

Dawn asked the board to review a rough draft of an animal policy for the library that she put together. Dawn will check with other libraries to see if they have an animal policy. This will be revisited in January.

7. New Business: None

8. Book Suggestions:

New book suggestions were discussed.

9. Adjourn:

Meeting adjourned at 5:32 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary

Parks & Recreation Commission
City Hall, Council Chamber
November 8, 2017
5:30 p.m.

1. Call to Order:

The meeting was called to order by Vice Chair Jason Kloss at 5:45 pm

2. Roll Call:

Present: Jason Kloss Howard Davis Kim Nielsen, and Jess Smith

Absent: Kay Gross Josh Schunk, and Shawn Licht

Council Liaisons: Bryan Joyce (present) and Rod Byam (present)

City Staff Present: Al Baloun, Recreation Director

3. Approve Agenda:

Motion by Smith second by Davis. Motion carried 4 – 0.

4. Minutes:

Motion by Davis second by Smith to approve the October 11, 2017 minutes. Motion carried 4 – 0.

5. Recreation Directors Report

- a. Friends of the Windom Pool- Joyce updated the commission on the meeting of Friends of the Windom Pool. Previous Feasibility Studies done by US Aquatics and Water Technology along with some of the information from surveys. Discussion was also held regarding 501c3 status for the Friends of the Pool.
- b. Update on Arena Concrete and Compressor Project- Baloun is currently working with Scott Ward, Stevens Engineering to have plans and specs ready for the December Parks and Recreation Commission meeting. Plans and Specs would go to the City Council at their December 19, 2017 meeting for approval. Bid opening would be in January with the awarding of the contract at the second council meeting in January or first meeting in February.
- c. Ice Season Report- Arena Staff is working on Studio rink with completion right around Thanksgiving week.
- d. Parks and Recreation Commission Establishment and Composition- Discussion held as to whether to change the number of commission members or to remain at 7 and come up with names of individuals who want to serve on the Parks and Recreation Commission.

6. Open Mike-

Jess Smith- Scoreboard at Eagle Field at the Windom Recreation Area.

Bryan Joyce- Park Superintendent Position is being advertised as a joint Parks Superintendent/Street Superintendent position.

Discussion was held on the "No Piñata's signs on the Shelter houses at the parks.

Motion by Davis, seconded by Nielsen to authorize the removal of "No Piñata's signs at the parks. Motion carried 4-0.

7. Adjourn- **Motion by Davis, seconded by Smith to Adjourn at 6:45 PM.**

**Next Parks and Recreation Commission Meeting Wednesday, December 13, 2017
Windom City Council Chambers at 5:30 PM**

**Parks & Recreation Commission
City Hall, Council Chamber
December 13, 2017
5:30 p.m.**

1. Call to Order:

The meeting was called to order by Vice Chair Jason Kloss at 5:30 PM.

2. Roll Call:

Present: Jason Kloss Howard Davis Kim Nielsen, and Jess Smith

Absent: Kay Gross Josh Schunk, and Shawn Licht

Council Liaisons: Bryan Joyce (present) and Rod Byam (present)

Mayor: Dominic Jones

City Staff Present: Al Baloun, Recreation Director and Steve Nasby, City Administrator

3. Approve Agenda:

Motion by Davis second by Licht. Motion carried 4 – 0.

4. Minutes:

**Motion by Nielsen second by Davis to approve the November 8, 2017 minutes.
Motion carried 4 – 0.**

5. Recreation Director's Report

- a. Friends of the Windom Pool Follow-up- Bryan Joyce updated the commission on their November Friends of the Windom Pool meeting. Community Surveys were reviewed, information on 501c3. Bryan Joyce and Dave Vaupel were appointed co-chairs and Abby Grove, secretary for the Friends of the Windom Pool.
- b. Update on Arena Concrete and Compressor Project- The arena Construction subcommittee met on Monday, December 11 2017. Their recommendation to the Parks and Recreation Commission is to recommend Option A of Outdoor Refrigeration Plan and the Updated Cost Estimate (12/11/17). Plans and Specifications for the project will be presented for approval at the Tuesday, December 19, 2017 City Council meeting. Steve Nasby updated the commission on discussion with the Cottonwood County Fair board on use of leased space for the Outdoor Compressor project

Motion by Davis, seconded by Smith to recommend that plans and specifications for the Arena Concrete and Compressor Projects, designed by Stevens Engineering, using Option A Outdoor Refrigeration Plan and the Updated Cost Estimate (12/11/17). Motion carried 4-0.

- c. Parks and Recreation Commission- Establishment and Composition- Mayor Dominic Jones was present to thank members Kay Gross and Shawn Licht for their service on the Parks and Recreation Commission. Kim Nielsen also announced that she would be resigning from the commission the first of the year. Mayor Jones thanked her for her service to the commission. Names for possible appointments were given to Mayor Jones. The commission will stay at seven members provided enough appointments are found.
- d. Ice Season Report -The Studio rink was up and running on the Tuesday, November 28. The holiday promotion for free admission with a nonperishable food item will again be held during Christmas vacation. Fees for skate rental would apply. This has been a successful promotion in years past during the holiday season. Arena will be closed Christmas Eve, Christmas, and New Year's.

2. Open Mike

Kim Nielsen- Continue plans for tennis court relocation. Council member Joyce stated that \$50,000 had been added to the budget for tennis court reconstruction.

Bryan Joyce- Applications for the Street/Parks Superintendent position are currently being reviewed. Interviews will be set up after applications are reviewed.

6. Adjourn- Adjourned by Unanimous Consent at 6:15 PM.

Capital Finance Committee
Minutes
Thursday, December 14, 2017

Roll Call: Present: Capital Finance Committee - Howard Davis, Tim Hiley, Jim Garrison, Tom White and Marv Grunig.

City Staff – Steve Nasby, Denise Nichols, Al Baloun and Dawn Aamot.

Absent: Dominic Jones and Paul Johnson.

Call to Order – Chair White called the Capital Finance Committee Meeting to order at 9:00 a.m.

1. Approval of Minutes: Chair White requested the Committee review the minutes from the November 15, 2017, meeting. Motion by Garrison, second by Grunig, to approve the minutes, Ayes – 5, Nay – 0, Absent – 2.
2. Council Priority Projects Update:

Arena – Park and Recreation Director Al Baloun provided an update for the Committee regarding the status of the Arena Ice System Project. During the recent Park & Recreation Commission Meeting, design, cost estimates and plans & specs were reviewed. Due to additional costs of \$100,000 to meet building codes for an interior layout of the equipment, the location of the compressor system has been moved to the outside of the building.

On December 19th, the City Council will receive the recommendation from the Park & Recreation Commission to approve the plans and specs and call for bids for the project. Baloun discussed the location of the equipment and fencing. The compressor will be placed 15 feet from the building to allow for maximum air flow. Grunig asked how common it was to place equipment outside and if other arenas had located their equipment outside. Baloun confirmed that he knows of an arena in North Dakota that had installed the equipment outside of the building.

Library – Library Director Dawn Aamot informed the Council that she had received the End Grant Agreement for the Window Project and will complete and submit the required paperwork. Once the grant agreement is completed, the Library can publicize the receipt of the grant.

Aamot will then begin to work with contractors to obtain a final quote for the project and will develop a timeline for completion of the project. The library will need to close during the installation of the windows. During the shutdown, Aamot plans to reconfigure the layout of the library to obtain better flow and visibility of the entry areas. Volunteers will help move the books and equipment. The Friends of the Library group has raised \$6,733 of their \$10,000 fund raising goal.

Local contractor Todd Deutchman will provide a quote for the bathroom renovation project. The Council has allocated \$7,000 in capital funds for the project. The total estimated cost for the project is \$17,000.

3. Sub-Committee Assignment Reports

Davis shared with the Committee his research of grant funds from the Otto Bremer Foundation. From his research, he identified that the two closest locations for Otto Bremer were Mankato and Morton, Minnesota. He provided a list of recent grant fund recipients. Davis thought that requests for multi-year disbursements could be made. In review of the list of recent recipients, he noted that this could be a possible resource for grant requests for the Library and Emergency Services.

Davis said that the Park and Rec Commission is working to renovate bathrooms in the parks and asked if the Baseball Association would consider submitting a grant to Otto Bremer for bathroom renovations at Island Park. Nasby discussed a recent grant application that was funded for bathrooms that also provided emergency storm shelters in parks. He suggested writing grants that incorporate storm shelters into bathroom renovations. Garrison is on the Baseball Association Board and will complete further research regarding the possibility of submitting a grant application on behalf of the City for the Island Park bathrooms.

Hiley has talked with the local Toro contact and it appears questionable regarding donations for local projects. He also called a Toro contact in the Cities for the Toro Foundation and other potential funding sources and he has not heard back from her.

Grunig is working to obtain contact and rebate information from MN Energy. He noted obtaining a contact name has been very difficult. The project needs to move forward before the rebate process can proceed and could start once the Council approves the bid and a timeline is developed. Once those items are completed, Grunig will arrange a site visit.

Grunig has also been in contact with Mike Bregel from the Windom Electric Department for an electric rebate opportunity due to the efficiency of new compressor equipment.

Grunig has discussed the concrete bids for the arena project with area suppliers. Suppliers are waiting for the project to move forward into the bidding stage to obtain additional information to assist in determining their level of commitment and support of the project.

Grunig suggested prioritizing grant application project requests to help determine what applications should be submitted. The committee discussed funding priorities for grant requests. Nasby reviewed current and upcoming projects including the arena, swimming pool and park restrooms. He suggested for additional ideas the committee could review the City's Capital Improvement Project list.

4. New Business - White asked about the dissemination of information regarding the recent donation of the old ambulance and asked how the City can use this philanthropy donation policy of paying-it-forward that has been adopted by the Council when applying for grants. Nichols said that this philosophy and policy could be included in grant narratives.
5. Set Next Meeting Date and Time: The next meeting date was set for January 18, 2018, at 9:00 a.m.
6. Adjourn: Chair White declared the meeting adjourned at 10:20 a.m.

Tom White, Chairman

Attest: _____
Steve Nasby, City Administrator



Windom, MN

Expense Approval Report

By Fund

Payment Dates 11/30/2017 - 12/14/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
FIRST FLORAL HALLMARK	20171212	12/12/2017	REFUND - STATEMENT CREDIT	100-20191	3.15
KEITH HANSEN	20171212	12/12/2017	REFUND - STATEMENT CREDIT	100-20191	1.54
MN REVENUE	20171212	12/12/2017	SALES TAX - NOV 2017	100-20202	15.76
MN REVENUE	20171212	12/12/2017	SALES TAX - NOV 2017	100-20202	8,589.67
MN REVENUE	20171212	12/12/2017	SALES TAX - NOV 2017	100-20202	24,684.40
					33,294.52
Activity: 41110 - Mayor & Council					
SCHRAMMEL LAW OFFICE	20171201	12/11/2017	LEGAL FEES	100-41110-304	270.00
STEVE NASBY	20171211	12/11/2017	EXPENSE-HERON LAKE CITY C	100-41110-331	13.37
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD-ARROW	100-41110-334	103.75
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD - GO DA	100-41110-350	75.85
CONVENT. & VISITOR BUREAU	20171130	12/01/2017	LODGING TAX - GUARDIAN IN	100-41110-491	1,469.05
CONVENT. & VISITOR BUREAU	20171201	12/01/2017	LODGING TAX - RED CARPET I	100-41110-491	655.75
Activity 41110 - Mayor & Council Total:					2,587.77
Activity: 41310 - Administration					
CULLIGAN	#1957 11-30-17	12/06/2017	SERVICE #1957	100-41310-200	60.75
WINDOM QUICK PRINT	20171106	12/06/2017	SUPPLIES	100-41310-200	189.80
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD HY-VEE	100-41310-200	46.47
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD AMAZO	100-41310-200	33.45
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD -AMAZO	100-41310-200	31.96
MAIL FINANCE	N6867803	12/05/2017	LEASE PAYMENT #859595	100-41310-200	23.99
SELECTACCOUNT	20171130	11/30/2017	ADMIN FEE - SELECT	100-41310-217	122.67
TOSHIBA FINANCIAL SERVICES	345041081	11/29/2017	COPIER LEASE 11/20 - 12/20	100-41310-217	30.25
VERIZON WIRELESS	9796631193	12/06/2017	TELEPHONE	100-41310-321	55.03
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD- CRASH	100-41310-326	19.99
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD-COUNTR	100-41310-334	103.75
BLUE CROSS/BLUE SHIELD	171201435454	12/12/2017	INSURANCE PREM- JAN 2018	100-41310-480	632.00
BLUE CROSS/BLUE SHIELD	171201435454	12/12/2017	INSURANCE PREM- JAN 2018	100-41310-480	632.00
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD-CREDIT	100-41310-480	-82.50
Activity 41310 - Administration Total:					1,899.61
Activity: 41910 - Building & Zoning					
WINDOM QUICK PRINT	20171106	12/06/2017	SUPPLIES	100-41910-200	289.70
MAIL FINANCE	N6867803	12/05/2017	LEASE PAYMENT #859595	100-41910-200	23.99
WEX BANK	52204158	12/13/2017	CREDIT CARD - FUEL - P/Z	100-41910-212	70.74
STEVEN J CARSON	20181	12/06/2017	SERVICE - JULY - DEC 2017 BL	100-41910-301	612.50
SCHRAMMEL LAW OFFICE	20171201	12/11/2017	LEGAL FEES	100-41910-304	300.00
VERIZON WIRELESS	9796631193	12/06/2017	TELEPHONE	100-41910-321	50.84
Activity 41910 - Building & Zoning Total:					1,347.77
Activity: 41940 - City Hall					
MELISSA PENAS	20171201	12/01/2017	CLEANING	100-41940-406	346.50
SANDRA HERDER	20171206	12/06/2017	CLEANING	100-41940-406	346.50
Activity 41940 - City Hall Total:					693.00
Activity: 42120 - Crime Control					
INDOFF, INC	3034932	11/28/2017	SUPPLIES	100-42120-200	38.50
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD - EASY ID	100-42120-200	54.00
MAIL FINANCE	N6867803	12/05/2017	LEASE PAYMENT #859595	100-42120-200	23.99
WEX BANK	52204158	12/13/2017	CREDIT CARD - FUEL - POLICE	100-42120-212	1,174.00
WEX BANK	52204158	12/13/2017	FUEL CREDIT - POLICE	100-42120-212	-22.21
SCHRAMMEL LAW OFFICE	20171201	12/11/2017	LEGAL FEES	100-42120-304	180.00
AVERA MEDICAL GROUP	ST2173340007XB	12/11/2017	SERVICE #XB0000001081	100-42120-305	150.00
VERIZON WIRELESS	9796631193	12/06/2017	TELEPHONE	100-42120-321	419.57
ALPHA WIRELESS - MANKATO	692932	12/05/2017	SERVICE #00681	100-42120-323	108.00

Expense Approval Report

Payment Dates: 11/30/2017 - 12/14/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BUFFALO RIDGE DRUG TASK F	20171130	12/05/2017	SERVICE -CELL PHONE FOREN	100-42120-404	200.00
TOSHIBA FINANCIAL SERVICES	345041081	11/29/2017	COPIER LEASE 11/20 - 12/20	100-42120-404	15.13
GRAHAM TIRE CO	8524813	12/05/2017	MAINTENANCE	100-42120-405	1,710.60
BLUE CROSS/BLUE SHIELD	171201435454	12/12/2017	INSURANCE PREM- JAN 2018	100-42120-480	632.00
Activity 42120 - Crime Control Total:					4,683.58
Activity: 42220 - Fire Fighting					
WEX BANK	52204158	12/13/2017	CREDIT CARD - FUEL - FIRE	100-42220-212	241.45
LUCAN COMMUNITY TV INC	2744	12/11/2017	SUPPLIES	100-42220-215	165.00
BRITTANY ESPENSON - RIVERS	20171130A	12/11/2017	SERVICE - FIRE DEPT	100-42220-218	30.00
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD-PHAT PH	100-42220-308	19.23
WINDOM FAMILY MEDICAL C	20171211	12/11/2017	SERVICE - FIRE DEPT	100-42220-310	220.00
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD-DOUBL	100-42220-334	352.28
STAPLES OIL CO	20171130	12/06/2017	FUEL -	100-42220-381	69.24
TOSHIBA FINANCIAL SERVICES	345041081	11/29/2017	COPIER LEASE 11/20 - 12/20	100-42220-404	24.20
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD-CR INTE	100-42220-405	-642.75
Activity 42220 - Fire Fighting Total:					478.65
Activity: 42700 - Animal Control					
COTTONWOOD VET CLINIC	180548	12/11/2017	SERVICE	100-42700-300	100.00
Activity 42700 - Animal Control Total:					100.00
Activity: 43100 - Streets					
MAIL FINANCE	N6867803	12/05/2017	LEASE PAYMENT #859595	100-43100-200	23.99
WEX BANK	52204158	12/13/2017	FUEL - STREET CREDIT	100-43100-212	-22.21
WEX BANK	52204158	12/13/2017	CREDIT CARD - FUEL - STREET	100-43100-212	1,900.91
MIDSTATES EQUIPMENT & SU	217908	12/12/2017	MAINTENANCE	100-43100-224	1,167.20
UNIQUE PAVING MATERIALS C	30967	11/28/2017	MAINTENANCE	100-43100-224	1,919.17
RUNNINGS SUPPLY, INC	71920 11-24-17	12/11/2017	MAINTENANCE	100-43100-224	97.12
RUNNINGS SUPPLY, INC	71920 11-24-17	12/11/2017	MAINTENANCE	100-43100-241	4.15
VERIZON WIRELESS	9796631193	12/06/2017	TELEPHONE	100-43100-321	72.90
RUNNINGS SUPPLY, INC	71920 11-24-17	12/11/2017	MAINTENANCE	100-43100-404	24.99
WINDOM FARM SERVICE	20171130	12/11/2017	MAINTENANCE	100-43100-405	247.90
LUCAN COMMUNITY TV INC	2742	12/11/2017	MAINTENANCE	100-43100-406	75.00
RUNNINGS SUPPLY, INC	71920 11-24-17	12/11/2017	MAINTENANCE	100-43100-406	140.40
BLUE CROSS/BLUE SHIELD	171201435454	12/12/2017	INSURANCE PREM- JAN 2018	100-43100-480	632.00
BLUE CROSS/BLUE SHIELD	171201435454	12/12/2017	INSURANCE PREM- JAN 2018	100-43100-480	1,686.50
Activity 43100 - Streets Total:					7,970.02
Activity: 45120 - Recreation					
MAIL FINANCE	N6867803	12/05/2017	LEASE PAYMENT #859595	100-45120-200	23.99
MN RECREATION & PARK ASS	20171206	12/06/2017	2018 DUES	100-45120-217	90.00
TOSHIBA FINANCIAL SERVICES	345041081	11/29/2017	COPIER LEASE 11/20 - 12/20	100-45120-217	15.13
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD - AMAZ	100-45120-217	17.32
Activity 45120 - Recreation Total:					146.44
Activity: 45202 - Park Areas					
MAIL FINANCE	N6867803	12/05/2017	LEASE PAYMENT #859595	100-45202-200	23.99
WEX BANK	52204158	12/13/2017	CREDIT CARD - FUEL - PARK	100-45202-212	87.45
RUNNINGS SUPPLY, INC	71920 11-24-17	12/11/2017	MAINTENANCE	100-45202-241	131.23
RUNNINGS SUPPLY, INC	71920 11-24-17	12/11/2017	MAINTENANCE	100-45202-406	26.93
Activity 45202 - Park Areas Total:					269.60
Activity: 49960 - Interfund Transfers					
STEVENS ENGINEERS, INC	11269	12/06/2017	SERVICE - 10/22/17 TO 11/18	100-49960-720	10,655.95
Activity 49960 - Interfund Transfers Total:					10,655.95
Fund 100 - GENERAL Total:					64,126.91
Fund: 211 - LIBRARY					
Activity: 45501 - Library					
STERLING COMPUTER PRODU	132292	12/12/2017	SUPPLIES	211-45501-200	172.95
TOSHIBA FINANCIAL SERVICES	345041081	11/29/2017	COPIER LEASE 11/20 - 12/20	211-45501-217	7.56
MELISSA PENAS	20171201	12/01/2017	CLEANING	211-45501-402	367.50
SANDRA HERDER	20171206	12/06/2017	CLEANING	211-45501-402	367.50
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD- COUNT	211-45501-433	29.00

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Payment Dates: 11/30/2017 - 12/14/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD -REDBO	211-45501-433	24.97
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD- SOUTH	211-45501-433	72.00
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD- ECONO	211-45501-433	152.00
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD -HOUSE	211-45501-433	29.97
INGRAM INDUSTRIES	2004243 12-1-17	12/11/2017	BOOKS	211-45501-435	1,307.18
MICROMARKETING, LLC	697488	12/05/2017	BOOKS	211-45501-435	124.97
MICROMARKETING, LLC	698138	12/11/2017	BOOKS	211-45501-435	99.99
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD - AMAZ	211-45501-435	248.43
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD- AMAZO	211-45501-435	18.94
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD AMAZO	211-45501-435	19.85
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD - AMAZ	211-45501-435	5.33
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD - AMAZ	211-45501-435	6.99
Activity 45501 - Library Total:					3,055.13
Fund 211 - LIBRARY Total:					3,055.13

Fund: 225 - AIRPORT

Activity: 45127 - Airport

RED ROCK RURAL WATER	106026 12-1-17	12/06/2017	SERVICE	225-45127-200	32.30
SOUTH CENTRAL ELECTRIC	#367400 10-31-17	12/06/2017	#367400 #26-12-112-04	225-45127-381	184.00
SOUTH CENTRAL ELECTRIC	#367403 10-31-17	12/06/2017	#367403 #26-12-116-04	225-45127-381	246.15
Activity 45127 - Airport Total:					462.45
Fund 225 - AIRPORT Total:					462.45

Fund: 230 - POOL

Activity: 45124 - Pool

MN RECREATION & PARK ASS	20171206	12/06/2017	2018 DUES	230-45124-217	95.00
BROWN-NICOLLET COMMUNI	3058 2018	12/05/2017	WINDOM CITY POOL LICENSE	230-45124-217	425.00
TOSHIBA FINANCIAL SERVICES	345041081	11/29/2017	COPIER LEASE 11/20 - 12/20	230-45124-217	7.56
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD- AMAZO	230-45124-217	37.00
HORIZON CHEMICAL CO. INC	171023058	12/05/2017	MAINTENANCE	230-45124-404	2,425.18
ELITE MECHANICAL SYSTEMS,	3015	12/05/2017	SERVICE - MAINTENANCE	230-45124-404	5,862.00
Activity 45124 - Pool Total:					8,851.74
Fund 230 - POOL Total:					8,851.74

Fund: 235 - AMBULANCE

Activity: 42153 - Ambulance

MAIL FINANCE	N6867803	12/05/2017	LEASE PAYMENT #859595	235-42153-200	23.99
WEX BANK	52204158	12/13/2017	CREDIT CARD - FUEL - AMBUL	235-42153-212	1,945.17
WEX BANK	52204158	12/13/2017	FUEL CREDIT - AMBULANCE	235-42153-212	-22.21
BRITTANY ESPENSON - RIVERS	20171130	12/11/2017	SERVICE - AMBULANCE	235-42153-217	100.00
INDOFF, INC	3041630	12/11/2017	CREDIT SUPPLIES - AMBULAN	235-42153-217	-38.50
PRAXAIR DISTRIBUTION INC	80203676	12/11/2017	SUPPLIES	235-42153-217	482.49
NOBLE INDUSTRIAL SUPPLY C	SI-119180	10/24/2017	SUPPLIES	235-42153-217	322.44
JODI JOHNSON	20171208	12/11/2017	CLOTHING ALLOWANCE	235-42153-218	34.99
WINDOM AREA HOSPITAL	20171130	12/11/2017	AMBULANCE -NURSING STAFF	235-42153-312	1,735.37
VERIZON WIRELESS	9796631193	12/06/2017	TELEPHONE	235-42153-321	50.64
REAL TIME TRANSLATION, INC	111752	12/06/2017	SERVICE	235-42153-327	34.00
DONNA MARCY	20171205	12/05/2017	EXPENSE - AMBULANCE	235-42153-334	43.58
LANDON JOHNSON	20171205	12/05/2017	EXPENSE - AMBULANCE	235-42153-334	74.13
MARK MARCY	20171205	12/05/2017	EXPENSE - AMBULANCE	235-42153-334	56.60
ROBIN SHAW	20171206	12/06/2017	EXPENSE - AMBULANCE	235-42153-334	32.65
P.M. REPAIR & DETAILING	5690	11/28/2017	#27 MAINTENANCE	235-42153-405	96.00
GRAHAM TIRE CO	8525179	12/01/2017	MAINTENANCE #27 - TIRES	235-42153-405	732.00
Activity 42153 - Ambulance Total:					5,703.34
Fund 235 - AMBULANCE Total:					5,703.34

Fund: 250 - EDA GENERAL

Activity: 46520 - EDA

MAIL FINANCE	N6867803	12/05/2017	LEASE PAYMENT #859595	250-46520-200	23.99
SCHRAMMEL LAW OFFICE	20171201	12/11/2017	LEGAL FEES	250-46520-304	450.00
VERIZON WIRELESS	9796631193	12/06/2017	TELEPHONE	250-46520-321	26.88
STEVE NASBY	20171208	12/11/2017	EXPENSE-GUSTAVUS MARKETI	250-46520-331	82.39

Expense Approval Report

Payment Dates: 11/30/2017 - 12/14/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STEVE NASBY	20171211	12/11/2017	EXPENSE-HERON LAKE CITY C	250-46520-331	13.38
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD HY VEE	250-46520-438	31.83
REGENTS OF THE UNIVERSITY	0300019258	12/06/2017	AGREEMENT 2/2017 - 5/2017	250-46520-439	2,600.00
DAVID A SWENSON CONSTRU	196	11/22/2017	SERVICE - SEEDING	250-46520-439	3,240.00
CITY OF WINDOM	20171212	12/12/2017	SIGN PERMIT FEE-INFORMATI	250-46520-480	9.50
Activity 46520 - EDA Total:					6,477.97
Activity: 49980 - Debt Service					
FULDA CREDIT UNION	20171206	12/06/2017	SPEC BLDG LOAN - DEC 2017 -	250-49980-602	2,204.32
FULDA CREDIT UNION	20171206	12/06/2017	SPEC BLDG LOAN - DEC 2017 -	250-49980-612	1,155.68
Activity 49980 - Debt Service Total:					3,360.00
Fund 250 - EDA GENERAL Total:					9,837.97
Fund: 251 - EDA REVOLVING					
WINDSTREAM INNS LLC	20171212	12/12/2017	EDA SEBRLF LOAN	251-12900	66,978.00
					66,978.00
Fund 251 - EDA REVOLVING Total:					66,978.00
Fund: 252 - EDA SCDP					
Activity: 46520 - EDA					
SCOTT OLSEM CONSTRUCTIO	20171206	12/06/2017	COMM REHAB PROGRAM-WI	252-46520-491	5,845.00
Activity 46520 - EDA Total:					5,845.00
Fund 252 - EDA SCDP Total:					5,845.00
Fund: 254 - NORTH IND PARK					
Activity: 46520 - EDA					
SOUTH CENTRAL ELECTRIC	#367404 10-31-17	12/06/2017	SERIVICE #367404 #26-24-12	254-46520-381	137.83
ELECTRIC FUND	122	12/11/2017	EL EDA	254-46520-402	24.19
J. H. LARSON	S101627530.001	12/01/2017	INDUSTRIAL PARK LIGHT-EDA	254-46520-402	17.04
Activity 46520 - EDA Total:					179.06
Fund 254 - NORTH IND PARK Total:					179.06
Fund: 265 - TIF 1-8 DOWNTOWN					
EDA	20171211A	12/11/2017	TIF PAYMENT-DIS CO #15	265-20702	3,069.11
					3,069.11
Fund 265 - TIF 1-8 DOWNTOWN Total:					3,069.11
Fund: 266 - TIF 1-10 RUNNINGS					
Activity: 46530 - TIF Districts					
J & R PARTNERSHIP	20171211	12/11/2017	TIF PAYMENT -TIF NO. 1-10 C	266-46530-482	16,195.89
Activity 46530 - TIF Districts Total:					16,195.89
Fund 266 - TIF 1-10 RUNNINGS Total:					16,195.89
Fund: 268 - TIF 1-12 PM WINDOM/PRIME PORK					
Activity: 46530 - TIF Districts					
PRIME PORK	20171211	12/11/2017	TIF PAYMENT-TIF1-12 CO #21	268-46530-482	63,799.95
Activity 46530 - TIF Districts Total:					63,799.95
Fund 268 - TIF 1-12 PM WINDOM/PRIME PORK Total:					63,799.95
Fund: 269 - TIF 1-14 SPEC BLDG II					
EDA	20171211	12/11/2017	TIF PAYMENT -DIST NO 1-14 C	269-20702	5,752.60
					5,752.60
Fund 269 - TIF 1-14 SPEC BLDG II Total:					5,752.60
Fund: 271 - TIF 1- 18 AG BUILDERS GDF					
Activity: 46530 - TIF Districts					
AG BUILDERS	20171211	12/11/2017	TIF PAYMENT-TIF DIST NO. 1-1	271-46530-482	4,075.41
Activity 46530 - TIF Districts Total:					4,075.41
Fund 271 - TIF 1- 18 AG BUILDERS GDF Total:					4,075.41

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 275 - TIF 1-15 FULDA AREA CREDIT UNION					
Activity: 46530 - TIF Districts					
FULDA CREDIT UNION	20171211	12/11/2017	TIF PAYMENT-TIF NO 1-15	275-46530-482	206.46
Activity 46530 - TIF Districts Total:					<u>206.46</u>
Fund 275 - TIF 1-15 FULDA AREA CREDIT UNION Total:					<u>206.46</u>
Fund: 401 - GENERAL CAPITAL PROJECTS					
Activity: 49950 - Capital Outlay					
WINDOM FARM SERVICE	20171130	12/11/2017	MAINTENANCE	401-49950-500	827.85
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD -SCHWA	401-49950-500	256.45
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD- RUNNI	401-49950-500	435.34
Activity 49950 - Capital Outlay Total:					<u>1,519.64</u>
Fund 401 - GENERAL CAPITAL PROJECTS Total:					<u>1,519.64</u>
Fund: 402 - CAPITAL PROJECT - ESF					
Activity: 49950 - Capital Outlay					
GOSEWISCH CONSTRUCTION,	20171205	12/05/2017	WINDOM EMS BUILDING PAY	402-49950-500	6,942.67
Activity 49950 - Capital Outlay Total:					<u>6,942.67</u>
Fund 402 - CAPITAL PROJECT - ESF Total:					<u>6,942.67</u>
Fund: 601 - WATER					
CORE & MAIN LP	1116105	12/01/2017	INVENTORY	601-14200	737.19
BOLTON & MENK, INC.	0209979	12/01/2017	WINDOM/WTF REHABILITATI	601-16300	1,250.00
					<u>1,987.19</u>
Activity: 49400 - Water					
MAIL FINANCE	N6867803	12/05/2017	LEASE PAYMENT #859595	601-49400-200	23.99
WEX BANK	52204158	12/13/2017	CREDIT CARD - FUEL - WATER	601-49400-212	265.01
HAWKINS, INC	4184212	11/21/2017	CHEMICALS	601-49400-216	581.55
HAWKINS, INC	4184922	11/21/2017	CHEMICALS	601-49400-216	2,224.09
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD NORTON	601-49400-217	106.87
SCHRAMMEL LAW OFFICE	20171201	12/11/2017	LEGAL FEES	601-49400-304	435.00
VERIZON WIRELESS	9796631193	12/06/2017	TELEPHONE	601-49400-321	96.44
INNOVATIVE SYSTEMS LLC	34940	12/01/2017	BILLING SYSTEM MAINTENAN	601-49400-326	760.50
INNOVATIVE SYSTEMS LLC	35082	12/05/2017	BILLING SOFTWARE SERVICE P	601-49400-326	517.50
FEDERATED RURAL ELECTRIC	#112843 11-28-17	12/11/2017	SERVICE #112843	601-49400-381	49.00
LAMPERTS YARDS, INC.	3902020 11252017	12/05/2017	MAINTENANCE	601-49400-402	1,119.39
TOSHIBA FINANCIAL SERVICES	345041081	11/29/2017	COPIER LEASE 11/20 - 12/20	601-49400-404	30.25
RUNNINGS SUPPLY, INC	71920 11-24-17	12/11/2017	MAINTENANCE	601-49400-404	72.82
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD FILTER B	601-49400-404	263.88
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD-CREDIT J	601-49400-404	-110.43
RON VOUGHT	568422	12/11/2017	SERVICE	601-49400-408	2,180.00
ADVANTAGE COLLECTION PR	#3796 12-1-17	12/11/2017	SERVUCE - COLLECTIONS	601-49400-432	27.85
Activity 49400 - Water Total:					<u>8,643.71</u>
Fund 601 - WATER Total:					<u>10,630.90</u>
Fund: 602 - SEWER					
BOLTON & MENK, INC.	0209231	12/01/2017	WINDOM/2016 SANITARY SE	602-16300	922.50
BOLTON & MENK, INC.	0209986	12/01/2017	WINDOM/WWTF IMPROVEM	602-16300	150,000.00
					<u>150,922.50</u>
Activity: 49450 - Sewer					
INDOFF, INC	3036725	11/29/2017	SUPPLIES	602-49450-200	134.07
A & B BUSINESS	IN459334	12/11/2017	SUPPLIES	602-49450-200	122.09
MAIL FINANCE	N6867803	12/05/2017	LEASE PAYMENT #859595	602-49450-200	23.99
STAPLES OIL CO	20171130	12/06/2017	FUEL -	602-49450-212	1,485.19
WEX BANK	52204158	12/13/2017	CREDIT CARD - FUEL - SEWER	602-49450-212	141.95
RUNNINGS SUPPLY, INC	71920 11-24-17	12/11/2017	MAINTENANCE	602-49450-217	217.09
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD NORTON	602-49450-217	106.87
FLAHERTY & HOOD, P.A.	10784	12/11/2017	SERVICE-MTG W/REP URDAHL	602-49450-301	36.25
MN VALLEY TESTING	892482	11/16/2017	TESTING	602-49450-310	144.00
MN VALLEY TESTING	892486	11/16/2017	TESTING	602-49450-310	127.20
MN VALLEY TESTING	893183	11/21/2017	TESTING	602-49450-310	227.20

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN VALLEY TESTING	893488	11/27/2017	TESTING	602-49450-310	144.00
VERIZON WIRELESS	9796631193	12/06/2017	TELEPHONE	602-49450-321	86.43
INNOVATIVE SYSTEMS LLC	34940	12/01/2017	BILLING SYSTEM MAINTENAN	602-49450-326	760.50
INNOVATIVE SYSTEMS LLC	35082	12/05/2017	BILLING SOFTWARE SERVICE P	602-49450-326	517.50
SOUTH CENTRAL ELECTRIC	#367405 10-31-17	12/11/2017	SERVICE #367405 #25-24-125	602-49450-381	78.15
LAMPERTS YARDS, INC.	3902020 11252017	12/05/2017	MAINTENANCE	602-49450-402	612.23
TOSHIBA FINANCIAL SERVICES	345041081	11/29/2017	COPIER LEASE 11/20 - 12/20	602-49450-404	24.20
RUNNINGS SUPPLY, INC	71920 11-24-17	12/11/2017	MAINTENANCE	602-49450-404	36.62
MID-AMERICAN RESEARCH C	0622342-IN	11/21/2017	MAINTENANCE	602-49450-408	1,774.72
WENNER HOLDINGS LLC	2408	12/11/2017	MAINTENANCE	602-49450-408	725.00
CORE & MAIN LP	1116105	12/01/2017	MAINTENANCE	602-49450-408	287.88
ADVANTAGE COLLECTION PR	#3796 12-1-17	12/11/2017	SERVUCE - COLLECTIONS	602-49450-432	27.86
				Activity 49450 - Sewer Total:	7,840.99

Fund 602 - SEWER Total: 158,763.49

Fund: 604 - ELECTRIC

ELECTRIC FUND	113	12/05/2017	EL CONS NEW #2 SOUTH WIN	604-16300	35.25
ELECTRIC FUND	114	12/05/2017	EL CONST NEW#1 - RIVER RD -	604-16300	87.66
ELECTRIC FUND	115	12/11/2017	EL CONST NEW #2-SOUTH WI	604-16300	394.37
ELECTRIC FUND	20171205	12/05/2017	JOB: SOUTH WINDOM	604-16300	15,293.43
MN REVENUE	20171212	12/12/2017	SALES TAX - NOV 2017	604-20202	8.60
OLIVA VALENCIA	20171212	12/12/2017	REFUND - UTILITY PREPAYME	604-22000	300.00
TAMI BOLTON	20171212	12/12/2017	REFUND - BALANCE OF UTILIT	604-22000	283.06
MAKALA PETERSON	20171212	12/12/2017	REFUND - BALANCE OF UTILIT	604-22000	188.82
TAMMY STEVENS	20171212	12/12/2017	REFUND - UTILITY PREPAYME	604-22000	300.00
KELSEY MEDINA	20171212	12/12/2017	REFUND - BALANCE OF UTILIT	604-22000	140.03
JEFF JONES	20171212	12/12/2017	REFUND - BALANCE OF UTILIT	604-22000	213.90
JASMINE MAHONE	20171212	12/12/2017	REFUND - BALANCE OF UTILIT	604-22000	96.13
JACOB ROMAN-PARADA	20171212	12/12/2017	REFUND - BALANCE OF UTILIT	604-22000	63.26
					17,404.51

Activity: 49550 - Electric

OFFICE DEPOT	983709495001	11/28/2017	SUPPLIES	604-49550-200	57.30
MAIL FINANCE	N6867803	12/05/2017	LEASE PAYMENT #859595	604-49550-200	23.99
OFFICE DEPOT	983709618001	12/06/2017	SUPPLIES	604-49550-211	20.30
EXPRESSWAY WINDOM	1113	12/01/2017	FUEL	604-49550-212	77.13
WEX BANK	52204158	12/13/2017	CREDIT CARD - FUEL - ELECTRI	604-49550-212	354.74
RAILROAD MANAGEMENT CO	358163	10/17/2017	WR-LICENSE FEES-PRESET #22	604-49550-217	9,608.86
ELECTRIC FUND	118	12/11/2017	EL OBSOLETE	604-49550-263	348.84
ELECTRIC FUND	120	12/11/2017	EL OBSOLETE	604-49550-263	208.74
DEPARTMENT OF ENERGY	8FPB000801117	12/05/2017	POWER COST	604-49550-263	73,511.94
SCHRAMMEL LAW OFFICE	20171201	12/11/2017	LEGAL FEES	604-49550-304	600.00
RUNNINGS SUPPLY, INC	71920 11-24-17	12/11/2017	MAINTENANCE	604-49550-310	56.45
VERIZON WIRELESS	9796631193	12/06/2017	TELEPHONE	604-49550-321	121.15
INNOVATIVE SYSTEMS LLC	34940	12/01/2017	BILLING SYSTEM MAINTENAN	604-49550-326	1,521.00
INNOVATIVE SYSTEMS LLC	35082	12/05/2017	BILLING SOFTWARE SERVICE P	604-49550-326	223.90
MIKE BREGEL	20171211	12/11/2017	EXPENSE - T & O CONF-ST CLO	604-49550-331	168.69
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD-GOVERN	604-49550-340	175.00
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD YOURM	604-49550-340	215.00
HIGH VOLTAGE EQUIP DIAG. I	17112402	12/01/2017	MAINTENANCE	604-49550-402	2,562.23
RUNNINGS SUPPLY, INC	71920 11-24-17	12/11/2017	MAINTENANCE	604-49550-402	7.89
TOSHIBA FINANCIAL SERVICES	345041081	11/29/2017	COPIER LEASE 11/20 - 12/20	604-49550-404	30.25
GDF ENTERPRISES, INC	A12958	12/01/2017	MAINTENANCE	604-49550-404	75.87
RAGE INC - CAMPUS CLEANER	11-011567	11/28/2017	SERVICE - POWER PLANT	604-49550-406	34.17
BRAD BUSSA	20171211	12/11/2017	SERVICE - CLEANING	604-49550-406	184.60
ELECTRIC FUND	112	12/05/2017	EL TRUCK STOCK	604-49550-408	105.84
ELECTRIC FUND	121	12/11/2017	EL DISTRIBUTION	604-49550-408	492.90
ELECTRIC FUND	123	12/12/2017	EL DISTRIBUTION	604-49550-408	87.12
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD STAPLES	604-49550-408	119.68
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD HY VEE S	604-49550-408	3.96
WERNER ELECTRIC	S7830954.002	11/28/2017	CREDIT - MAINTENANCE	604-49550-408	-173.25

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADVANTAGE COLLECTION PR	#3796 12-1-17	12/11/2017	SERVUCE - COLLECTIONS	604-49550-432	27.85
MN DEPT OF COMMERCE	1000039430	12/12/2017	WINDOM UTILITIES #330- 3R	604-49550-433	138.37
MN DEPT OF COMMERCE	1000039430	12/12/2017	WINDOM UTILITIES #330- 3R	604-49550-450	829.40
DENIS QUARBERG	20171201	12/01/2017	ENERGY REBATE	604-49550-450	500.00
MN REVENUE	20171212	12/12/2017	SALES TAX - NOV 2017	604-49550-460	40.98
BLUE CROSS/BLUE SHIELD	171201435454	12/12/2017	INSURANCE PREM- JAN 2018	604-49550-480	-490.00
WINDOM AREA DEVELOPME	20171206	12/06/2017	INDUSTRIAL DEVELOPMENT	604-49550-491	1,200.00
				Activity 49550 - Electric Total:	93,070.89
				Fund 604 - ELECTRIC Total:	110,475.40

Fund: 609 - LIQUOR STORE

MN REVENUE	20171212	12/12/2017	SALES TAX - NOV 2017	609-20202	14,939.00
					14,939.00

Activity: 49751 - Liquor Store

MAIL FINANCE	N6867803	12/05/2017	LEASE PAYMENT #859595	609-49751-200	23.99
VINOCOPIA, INC	0194269-IN	11/24/2017	MERCHANDISE	609-49751-251	260.75
BREAKTHRU BEVERAGE MN	1080719285	11/20/2017	MERCHANDISE	609-49751-251	4,570.22
BREAKTHRU BEVERAGE MN	1080721754	11/24/2017	MERCHANDISE	609-49751-251	189.00
SOUTHERN GLAZER'S OF MN	1616202	11/27/2017	MERCHANDISE	609-49751-251	1,195.63
SOUTHERN GLAZER'S OF MN	1616203	11/27/2017	MERCHANDISE	609-49751-251	89.91
PHILLIPS WINE & SPIRITS	2263689	11/21/2017	MERCHANDISE	609-49751-251	6,020.05
PHILLIPS WINE & SPIRITS	2267574	11/24/2017	MERCHANDISE	609-49751-251	1,863.00
PHILLIPS WINE & SPIRITS	279424	11/24/2017	CREDIT - MERCHANDISE	609-49751-251	-87.29
JOHNSON BROS.	5870969	11/21/2017	MERCHANDISE	609-49751-251	1,148.26
JOHNSON BROS.	5876715	11/24/2017	MERCHANDISE	609-49751-251	1,720.41
BELLBOY CORP	61594400	11/20/2017	MERCHANDISE	609-49751-251	1,231.70
BREAKTHRU BEVERAGE MN	1080719286	11/20/2017	MERCHANDISE	609-49751-252	156.60
PBC - PEPSI BEVERAGES COM	23585559	11/27/2017	MERCHANDISE	609-49751-252	436.99
ARTISAN BEER COMPANY	3222115	11/21/2017	MERCHANDISE	609-49751-252	314.00
ARTISAN BEER COMPANY	3223862	11/24/2017	MERCHANDISE	609-49751-252	278.50
DOLL DISTRIBUTING, LLC	338150	12/05/2017	CREDIT - MERCHANDISE	609-49751-252	-212.50
DOLL DISTRIBUTING, LLC	339894	12/01/2017	MERCHANDISE	609-49751-252	7,139.35
DOLL DISTRIBUTING, LLC	344076	12/11/2017	MERCHANDISE	609-49751-252	3,689.65
JOHNSON BROS.	5876717	11/24/2017	MERCHANDISE	609-49751-252	123.00
BEVERAGE WHOLESALERS	680805	12/05/2017	MERCHANDISE	609-49751-252	9,632.50
BEVERAGE WHOLESALERS	681752	12/11/2017	MERCHANDISE	609-49751-252	5,714.50
VINOCOPIA, INC	0194269-IN	11/24/2017	MERCHANDISE	609-49751-253	528.00
BREAKTHRU BEVERAGE MN	1080719285	11/20/2017	MERCHANDISE	609-49751-253	200.00
SOUTHERN GLAZER'S OF MN	1616203	11/27/2017	MERCHANDISE	609-49751-253	206.57
PHILLIPS WINE & SPIRITS	2263690	11/21/2017	MERCHANDISE	609-49751-253	737.10
PHILLIPS WINE & SPIRITS	226757	11/24/2017	MERCHANDISE	609-49751-253	166.60
MORGAN CREEK VINEYARDS	4605	11/20/2017	MERCHANDISE	609-49751-253	793.13
JOHNSON BROS.	5870970	11/21/2017	MERCHANDISE	609-49751-253	1,244.06
JOHNSON BROS.	5876716	11/24/2017	MERCHANDISE	609-49751-253	383.51
BELLBOY CORP	61197200	12/05/2017	MERCHANDISE	609-49751-253	168.38
BELLBOY CORP	61594400	11/20/2017	MERCHANDISE	609-49751-253	112.00
PAUSTIS WINE COMPANY	8611389-IN	11/24/2017	-MERCHANDISE	609-49751-253	679.00
SOUTHERN GLAZER'S OF MN	1616202	11/27/2017	MERCHANDISE	609-49751-265	160.00
VERIZON WIRELESS	9796631193	12/06/2017	TELEPHONE	609-49751-321	56.02
VINOCOPIA, INC	0194269-IN	11/24/2017	MERCHANDISE	609-49751-333	18.00
BREAKTHRU BEVERAGE MN	1080719285	11/20/2017	MERCHANDISE	609-49751-333	69.59
BREAKTHRU BEVERAGE MN	1080721754	11/24/2017	MERCHANDISE	609-49751-333	1.85
SOUTHERN GLAZER'S OF MN	1616202	11/27/2017	MERCHANDISE	609-49751-333	25.87
SOUTHERN GLAZER'S OF MN	1616203	11/27/2017	MERCHANDISE	609-49751-333	6.15
PHILLIPS WINE & SPIRITS	2263689	11/21/2017	MERCHANDISE	609-49751-333	94.10
PHILLIPS WINE & SPIRITS	2263690	11/21/2017	MERCHANDISE	609-49751-333	24.36
PHILLIPS WINE & SPIRITS	226757	11/24/2017	MERCHANDISE	609-49751-333	6.96
PHILLIPS WINE & SPIRITS	2267574	11/24/2017	MERCHANDISE	609-49751-333	26.10
JOHNSON BROS.	5870969	11/21/2017	MERCHANDISE	609-49751-333	12.62
JOHNSON BROS.	5870970	11/21/2017	MERCHANDISE	609-49751-333	46.98

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JOHNSON BROS.	5876715	11/24/2017	MERCHANDISE	609-49751-333	22.62
JOHNSON BROS.	5876716	11/24/2017	MERCHANDISE	609-49751-333	17.40
BELLBOY CORP	61594400	11/20/2017	MERCHANDISE	609-49751-333	16.00
PAUSTIS WINE COMPANY	8611389-IN	11/24/2017	-MERCHANDISE	609-49751-333	10.50
KDOM RADIO	0229	12/11/2017	ADVERTISING- RIVER BEND LI	609-49751-340	696.46
LIVEWIRE PRINTING CO INC	L0034959	12/11/2017	ADVERTISING	609-49751-340	39.50
LIVEWIRE PRINTING CO INC	L0035051	12/11/2017	ADVERTISING	609-49751-340	39.50
LIVEWIRE PRINTING CO INC	L0035174	12/11/2017	ADVERTISING	609-49751-340	39.50
TOSHIBA FINANCIAL SERVICES	345041081	11/29/2017	COPIER LEASE 11/20 - 12/20	609-49751-404	30.25
RAGE INC - CAMPUS CLEANER	11-011164	11/27/2017	SERVICE - RIVER BEND LIQ	609-49751-406	43.32
MN DEPT OF PUBLIC SAFETY	20171212	12/13/2017	WINDOM MUNI LIQUOR #67	609-49751-444	20.00
MN REVENUE	20171212	12/12/2017	SALES TAX - NOV 2017	609-49751-460	4.40
SANDRA OLSON	20171211	12/11/2017	REFUND- PAID NSF CHECK TW	609-49751-480	51.00

Activity 49751 - Liquor Store Total: 52,295.62

Fund 609 - LIQUOR STORE Total: 67,234.62

Fund: 614 - TELECOM

MANKATO NETWORKS, LLC	387979	12/13/2017	CORE UPGRADE	614-16400	2,500.00
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD - FIBERS	614-16400	563.00
INTERNAL REVENUE SERVICE	20171207	12/11/2017	EXCISE TAX POSTING	614-20201	326.12
INTERNAL REVENUE SERVICE	20171211	12/11/2017	EXCISE TAX POSTING	614-20201	500.00
MN REVENUE	20171212	12/12/2017	SALES TAX - NOV 2017	614-20202	31.33
MN 9-1-1 PROGRAM	20171130	12/11/2017	NOV 911 SERVICE	614-20206	1,246.43

5,166.88

Activity: 49870 - Telecom

CULLIGAN	#5647 11-30-17	12/06/2017	SERVICE #5647	614-49870-200	20.25
ADVANCED SYSTEMS, INC.	580442	11/17/2017	SUPPLIES	614-49870-200	41.90
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD AMAZO	614-49870-200	14.99
MAIL FINANCE	N6867803	12/05/2017	LEASE PAYMENT #859595	614-49870-200	23.99
RAGE INC - CAMPUS CLEANER	11-011569	12/05/2017	SERVICE - WINDOM NET COM	614-49870-211	21.33
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD - AMAZ	614-49870-211	11.91
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD- HY VEE	614-49870-211	18.78
WEX BANK	52204158	12/13/2017	CREDIT CARD - FUEL - TELECO	614-49870-212	73.70
RUNNINGS SUPPLY, INC	71920 11-24-17	12/11/2017	MAINTENANCE	614-49870-217	2.98
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD - AMAZ	614-49870-217	52.88
TRI-STATE POWER SOLUTIONS	1912999019852	12/13/2017	MAINTENANCE	614-49870-227	355.20
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD - AMAZ	614-49870-227	24.98
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD -AMAZO	614-49870-227	51.67
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD-AMAZO	614-49870-241	75.80
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD -AMAZO	614-49870-241	25.99
MN DEPT OF COMMERCE	1000039107	12/12/2017	CITY OF WINDOM #6412 - 3R	614-49870-304	454.31
VERIZON WIRELESS	9796631193	12/06/2017	TELEPHONE	614-49870-321	319.46
RUSHMORE INDUSTRIES, INC	20171201	12/06/2017	FREIGHT	614-49870-322	31.59
INNOVATIVE SYSTEMS LLC	34341	12/05/2017	ACS DEVICE MO FEE -4TH QU	614-49870-326	900.00
INNOVATIVE SYSTEMS LLC	34869	12/05/2017	CREDIT - ACS DEVICE MO FEE-	614-49870-326	-900.00
INNOVATIVE SYSTEMS LLC	34940	12/01/2017	BILLING SYSTEM MAINTENAN	614-49870-326	1,521.00
INNOVATIVE SYSTEMS LLC	34940	12/01/2017	BILLING SYSTEM MAINTENAN	614-49870-326	875.00
INNOVATIVE SYSTEMS LLC	35082	12/05/2017	BILLING SOFTWARE SERVICE P	614-49870-326	1,846.10
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD - DELTA	614-49870-331	100.00
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD - RTC TR	614-49870-331	40.00
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD PARK N	614-49870-331	79.41
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD- CHILI'S	614-49870-334	20.51
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD- CIRCUS	614-49870-334	45.49
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD - OYSTER	614-49870-334	29.87
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD - SHOYU	614-49870-334	35.53
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD- RED MA	614-49870-334	10.81
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD- METRO	614-49870-334	5.40
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD-STRIP B	614-49870-334	44.81
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD- CIRCUS	614-49870-334	244.88
KDOM RADIO	#0073 11-30-17	12/13/2017	ADVERTISING #0073 - WINDO	614-49870-340	100.98

Expense Approval Report

Payment Dates: 11/30/2017 - 12/14/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINDOM QUICK PRINT	20171106	12/06/20:7	SUPPLIES	614-49870-340	29.70
WINDOM QUICK PRINT	20171106	12/06/20:7	SUPPLIES	614-49870-340	25.00
MN ENERGY RESOURCES	20170811A	12/06/20:7	HEATING #050494426-0001	614-49870-383	265.47
TOSHIBA FINANCIAL SERVICES	345041081	11/29/20:7	COPIER LEASE 11/20 - 12/20	614-49870-404	45.38
GRAHAM TIRE CO	8524938	12/05/20:7	MAINTENANCE	614-49870-405	473.88
CENTURY LINK	7242105D-D-17321	12/05/20:7	CABS #5142105DD3	614-49870-441	57.12
MLB NETWORK	092507	11/14/20:7	SUBSCRIBER	614-49870-442	963.60
AZAR COMPUTER SOFTWARE	141292	12/05/20:7	CATV SUPPORT 1/1/18 - 3/30/	614-49870-442	2,145.00
NATIONAL CABLE TV COOP	17111016	12/05/20:7	SUBSCRIBER	614-49870-442	89,949.13
CBS TELEVISION STATIONS	20171130	12/11/20:7	SUBSCRIBER	614-49870-442	4,440.00
UNITED COMMUNICATIONS C	20171201	12/11/20:7	SUBSCRIBER	614-49870-442	840.00
INDEPENDENT COMMUNIATI	20171206	12/06/20:7	KTTW - JAN-OCT 2017	614-49870-442	38,307.00
DISPLAY SYSTEMS INTERNATI	29589	12/01/20:7	SERVICE	614-49870-442	198.44
FOX TELEVISION STATIONS, IN	360-1026	12/11/20:7	SUBSCRIBER	614-49870-442	4,992.00
SHOWTIME NETWORKS INC	9002731-1017	11/16/20:7	SUBSCRIBER	614-49870-442	407.66
FOX SPORTS	N39796	12/11/20:7	SUBSCRIBER	614-49870-442	18,441.17
BTN - BIG TEN NETWORK	N43184	12/11/20:7	SUBSCRIBER	614-49870-442	4,247.32
UNIVERSAL SERVICE ADMIN C	UBDI0000943832	12/06/20:7	499A CONTRIBUTION	614-49870-443	1,487.69
E-911 - INDEPENDENT EMERG	0010143 12-01-17	12/05/20:7	MONTHLY 911 SERVICE 12/1-	614-49870-445	40.00
WOODSTOCK COMMUNICATI	10075101	12/06/20:7	SERVICE #17668-1	614-49870-445	205.10
ONVOY, LLC dba INTELIGUENT	171204008508	12/13/20:7	SS7 SERVICES	614-49870-445	1,313.52
COGENT COMMUNICATIONS,	20171201	12/13/20:7	1 GB INTERNET CONN AT 511	614-49870-447	1,750.00
MANKATO NETWORKS, LLC	387979	12/13/20:7	EXPENSE - INTERNET	614-49870-447	1,495.05
US BANK	8263 11-20-17	12/11/20:7	#8263 CREDIT CARD - DREAM	614-49870-447	139.00
HURRICANE ELECTRIC LLC	98261593-IN	12/13/20:7	1- GB INTERNET CONN AT 511	614-49870-447	4,000.00
GOLDEN WEST TECH & INT SO	171110321	12/05/20:7	SERVICE #A3790	614-49870-448	228.58
ONVOY, LLC dba INTELIGUENT	171204009032	12/13/20:7	SWITCHING SERVICES 12/1/1	614-49870-451	3,362.57
MN REVENUE	20171212	12/12/20:7	SALES TAX - NOV 2017	614-49870-460	38.86
SOUTHWEST MN BROADBAN	QVC COMM-OCT 2017	12/06/20:7	QVC COMM	614-49870-480	140.78
Activity 49870 - Telecom Total:					186,650.52
Fund 614 - TELECOM Total:					191,817.40
Fund: 615 - ARENA					
STEVENS ENGINEERS, INC	11269	12/06/20:7	SERVICE - 10/22/17 TO 11/18	615-39200	-10,655.95
					-10,655.95
Activity: 49850 - Arena					
RUNNINGS SUPPLY, INC	71920 11-24-17	12/11/20:7	MAINTENANCE	615-49850-200	7.58
MAIL FINANCE	N6867803	12/05/20:7	LEASE PAYMENT #859595	615-49850-200	23.99
HEARTLAND PAPER COMPANY	432320-0	12/05/20:7	SUPPLIES	615-49850-211	128.15
WEX BANK	52204158	12/13/20:7	CREDIT CARD - FUEL - ARENA	615-49850-212	21.26
US BANK	8263 11-20-17	12/11/20:7	#8263 CREDIT CARD COUNTR	615-49850-212	152.00
HAWKINS, INC	4187962	12/05/20:7	CHEMICALS	615-49850-216	935.00
HAWKINS, INC	4189250	12/05/20:7	CHEMICALS	615-49850-216	467.50
FRANKS SHOE REPAIR	17105	12/06/20:7	SKATE REPAIR	615-49850-217	11.70
BROWN-NICOLLET COMMUNI	20171205	12/05/20:7	FOOD SERVICE LICENSE APP-C	615-49850-217	130.00
MN RECREATION & PARK ASS	20171206	12/06/20:7	2018 DUES	615-49850-217	95.00
FRANKS SHOE REPAIR	25633	12/05/20:7	SERVICE	615-49850-217	29.00
TOSHIBA FINANCIAL SERVICES	345041081	11/29/20:7	COPIER LEASE 11/20 - 12/20	615-49850-217	27.23
VERIZON WIRELESS	9796631193	12/06/20:7	TELEPHONE	615-49850-321	67.72
US BANK	8263 11-20-17	12/11/20:7	#8263 CREDIT CARD RAILWAY	615-49850-334	26.20
WINDOM QUICK PRINT	201712012017	12/11/20:7	AREAN PRINTING - 2017 YEAR	615-49850-340	150.00
MN ENERGY RESOURCES	20170811	12/06/20:7	CREDIT -HEATING #05040944	615-49850-383	-685.31
MN ENERGY RESOURCES	20170914	12/06/20:7	HEATING #0504094426-0001	615-49850-383	127.48
MN ENERGY RESOURCES	20171016	12/06/20:7	HEATING #0504094426-0001	615-49850-383	137.14
MN ENERGY RESOURCES	20171114	12/06/20:7	HEATING #0504094426-0001	615-49850-383	697.79
ELECTRIC FUND	116	12/12/20:7	EL ARENA	615-49850-402	10.20
RUNNINGS SUPPLY, INC	71920 11-24-17	12/11/20:7	MAINTENANCE	615-49850-402	4.49
WERNER ELECTRIC	S009760357.002	12/06/20:7	MAINTENANCE	615-49850-402	570.00
BLUE LINE SHARPENING & SA	158775	12/05/20:7	MAINTENANCE	615-49850-404	264.00
LAMPERTS YARDS, INC.	3902020 11252017	12/05/20:7	MAINTENANCE	615-49850-404	15.54

Expense Approval Report

Payment Dates: 11/30/2017 - 12/14/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
RUNNINGS SUPPLY, INC	71920 11-24-17	12/11/2017	MAINTENANCE	615-49850-404	154.99	
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD - CALMA	615-49850-404	269.14	
ELECTRIC FUND	20171205A	12/05/2017	EL ARENA	615-49850-409	1.86	
STEVENS ENGINEERS, INC	11269	12/06/2017	SERVICE - 10/22/17 TO 11/18	615-49850-439	10,655.95	
MN REVENUE	20171212	12/12/2017	SALES TAX - NOV 2017	615-49850-460	245.00	
					Activity 49850 - Arena Total:	14,740.60
					Fund 615 - ARENA Total:	4,084.65
Fund: 617 - M/P CENTER						
MN REVENUE	20171212	12/12/2017	SALES TAX - NOV 2017	617-20202	173.60	
					173.60	
Activity: 49860 - M/P Center						
MAIL FINANCE	N6867803	12/05/2017	LEASE PAYMENT #859595	617-49860-200	23.99	
MN DEPT OF PUBLIC SAFETY	20171213	12/13/2017	WINDOM MUNI LIQUOR #311	617-49860-217	20.00	
INDOFF, INC	3036719	11/28/2017	SUPPLIES	617-49860-217	67.68	
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD- SCHWA	617-49860-217	17.06	
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD - HY VEE	617-49860-254	141.56	
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD HY-VEE	617-49860-254	18.47	
VERIZON WIRELESS	9796631193	12/06/2017	TELEPHONE	617-49860-321	16.88	
US BANK	8263 11-20-17	12/11/2017	#8263 CREDIT CARD - ARBYS	617-49860-334	23.49	
KDOM RADIO	0563	12/11/2017	ADVERTISING - COMM CENTE	617-49860-340	167.54	
TOSHIBA FINANCIAL SERVICES	345041081	11/29/2017	COPIER LEASE 11/20 TO 12/2	617-49860-404	60.00	
TOSHIBA FINANCIAL SERVICES	345041081	11/29/2017	COPIER LEASE 11/20 - 12/20	617-49860-404	15.13	
RAGE INC - CAMPUS CLEANER	11-011568	12/11/2017	SERVICE - COMM CENTER	617-49860-406	59.50	
MN REVENUE	20171212	12/12/2017	SALES TAX - NOV 2017	617-49860-460	51.40	
					Activity 49860 - M/P Center Total:	682.70
					Fund 617 - M/P CENTER Total:	856.30
Fund: 700 - PAYROLL						
BLUE CROSS/BLUE SHIELD	171201435454	12/12/2017	INSURANCE PREM- JAN 2018	700-21706	60,075.00	
SELECTACCOUNT	38551797	12/06/2017	FLEX SPENDING	700-21712	145.10	
SELECTACCOUNT	38555922	12/12/2017	FELX SPENDING	700-21712	2,970.31	
MII LIFE	20171211	12/11/2017	VEBA DEC 2017	700-21720	12,822.00	
					76,012.41	
					Fund 700 - PAYROLL Total:	76,012.41
					Grand Total:	886,476.50

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	64,126.91
211 - LIBRARY	3,055.13
225 - AIRPORT	462.45
230 - POOL	8,851.74
235 - AMBULANCE	5,703.34
250 - EDA GENERAL	9,837.97
251 - EDA REVOLVING	66,978.00
252 - EDA SCDP	5,845.00
254 - NORTH IND PARK	179.06
265 - TIF 1-8 DOWNTOWN	3,069.11
266 - TIF 1-10 RUNNINGS	16,195.89
268 - TIF 1-12 PM WINDOM/PRIME PARK	63,799.95
269 - TIF 1-14 SPEC BLDG II	5,752.60
271 - TIF 1- 18 AG BUILDERS GDF	4,075.41
275 - TIF 1-15 FULDA AREA CREDIT UNION	206.46
401 - GENERAL CAPITAL PROJECTS	1,519.64
402 - CAPITAL PROJECT - ESF	6,942.67
601 - WATER	10,630.90
602 - SEWER	158,763.49
604 - ELECTRIC	110,475.40
609 - LIQUOR STORE	67,234.62
614 - TELECOM	191,817.40
615 - ARENA	4,084.65
617 - M/P CENTER	856.30
700 - PAYROLL	76,012.41
Grand Total:	886,476.50

Account Summary

Account Number	Account Name	Payment Amount
100-20191	Unapplied Cash	4.69
100-20202	Sales Tax Payable	33,289.83
100-41110-304	Legal Fees	270.00
100-41110-331	Travel Expense	13.37
100-41110-334	Meals/Lodging	103.75
100-41110-350	Printing & Design	75.85
100-41110-491	Payments to Other Orga	2,124.80
100-41310-200	Office Supplies	386.42
100-41310-217	Other Operating Supplie	152.92
100-41310-321	Telephone	55.03
100-41310-326	Data Processing	19.99
100-41310-334	Meals/Lodging	103.75
100-41310-480	Other Miscellaneous	1,181.50
100-41910-200	Office Supplies	313.69
100-41910-212	Motor Fuels	70.74
100-41910-301	Auditing & Consulting Se	612.50
100-41910-304	Legal Fees	300.00
100-41910-321	Telephone	50.84
100-41940-406	Repairs & Maint - Groun	693.00
100-42120-200	Office Supplies	116.49
100-42120-212	Motor Fuels	1,151.79
100-42120-304	Legal Fees	180.00
100-42120-305	Medical & Dental Fees	150.00
100-42120-321	Telephone	419.57
100-42120-323	Radio Units	108.00
100-42120-404	Repairs & Maint - M&E	215.13
100-42120-405	Repairs & Maint - Vehicl	1,710.60
100-42120-480	Other Miscellaneous	632.00

Account Summary

Account Number	Account Name	Payment Amount
100-42220-212	Motor Fuels	241.45
100-42220-215	Materials & Equipment	165.00
100-42220-218	Uniforms	30.00
100-42220-308	Training & Registrations	19.23
100-42220-310	Lab Testing	220.00
100-42220-334	Meals/Lodging	352.28
100-42220-381	Electric Utility	69.24
100-42220-404	Repairs & Maint - M&E	24.20
100-42220-405	Repairs & Maint - Vehicl	-642.75
100-42700-300	Charges for Services	100.00
100-43100-200	Office Supplies	23.99
100-43100-212	Motor Fuels	1,878.70
100-43100-224	Street Maint Materials	3,183.49
100-43100-241	Small Tools	4.15
100-43100-321	Telephone	72.90
100-43100-404	Repairs & Maint - M&E	24.99
100-43100-405	Repairs & Maint - Vehicl	247.90
100-43100-406	Repairs & Maint - Groun	215.40
100-43100-480	Other Miscellaneous	2,318.50
100-45120-200	Office Supplies	23.99
100-45120-217	Other Operating Supplie	122.45
100-45202-200	Office Supplies	23.99
100-45202-212	Motor Fuels	87.45
100-45202-241	Small Tools	131.23
100-45202-406	Repairs & Maint - Groun	26.93
100-49960-720	Transfers	10,655.95
211-45501-200	Office Supplies	172.95
211-45501-217	Other Operating Supplie	7.56
211-45501-402	Repairs & Maint - Struct	735.00
211-45501-433	Dues & Subscriptions	307.94
211-45501-435	Books and Pamphlets	1,831.68
225-45127-200	Office Supplies	32.30
225-45127-381	Electric Utility	430.15
230-45124-217	Other Operating Supplie	564.56
230-45124-404	Repairs & Maint - M&E	8,287.18
235-42153-200	Office Supplies	23.99
235-42153-212	Motor Fuels	1,922.96
235-42153-217	Other Operating Supplie	866.43
235-42153-218	Uniforms	34.99
235-42153-312	Nursing	1,735.37
235-42153-321	Telephone	50.64
235-42153-327	Interpretation Fees	34.00
235-42153-334	Meals/Lodging	206.96
235-42153-405	Repairs & Maint - Vehicl	828.00
250-46520-200	Office Supplies	23.99
250-46520-304	Legal Fees	450.00
250-46520-321	Telephone	26.88
250-46520-331	Travel Expense	95.77
250-46520-438	Meeting Expense	31.83
250-46520-439	Special Projects	5,840.00
250-46520-480	Other Miscellaneous	9.50
250-49980-602	Other Long-Term Obliga	2,204.32
250-49980-612	Other Interest	1,155.68
251-12900	Loan Receivable	66,978.00
252-46520-491	Payments to Other Orga	5,845.00
254-46520-381	Electric Utility	137.83
254-46520-402	Repairs & Maint - Struct	41.23
265-20702	Due to EDA Fund	3,069.11

Account Summary

Account Number	Account Name	Payment Amount
266-46530-482	TIF Payments	16,195.89
268-46530-482	TIF Payments	63,799.95
269-20702	Due to EDA Fund	5,752.60
271-46530-482	TIF Payments	4,075.41
275-46530-482	TIF Payments	206.46
401-49950-500	Capital Outlay - Office	1,519.64
402-49950-500	Capital Outlay	6,942.67
601-14200	Inventory	737.19
601-16300	Improvements Other Th	1,250.00
601-49400-200	Office Supplies	23.99
601-49400-212	Motor Fuels	265.01
601-49400-216	Chemicals and Chemical	2,805.64
601-49400-217	Other Operating Supplie	106.87
601-49400-304	Legal Fees	435.00
601-49400-321	Telephone	96.44
601-49400-326	Data Processing	1,278.00
601-49400-381	Electric Utility	49.00
601-49400-402	Repairs & Maint - Struct	1,119.39
601-49400-404	Repairs & Maint - M&E	256.52
601-49400-408	Repairs & Maint - Distrib	2,180.00
601-49400-432	Uncollectible	27.85
602-16300	Improvements Other Th	150,922.50
602-49450-200	Office Supplies	280.15
602-49450-212	Motor Fuels	1,627.14
602-49450-217	Other Operating Supplie	323.96
602-49450-301	Auditing & Consulting Se	36.25
602-49450-310	Lab Testing	642.40
602-49450-321	Telephone	86.43
602-49450-326	Data Processing	1,278.00
602-49450-381	Electric Utility	78.15
602-49450-402	Repairs & Maint - Struct	612.23
602-49450-404	Repairs & Maint - M&E	60.82
602-49450-408	Repairs & Maint - Distrib	2,787.60
602-49450-432	Uncollectible	27.86
604-16300	Improvements Other Th	15,810.71
604-20202	Sales Tax Payable	8.60
604-22000	Prepayments	1,585.20
604-49550-200	Office Supplies	81.29
604-49550-211	Clearing Supplies	20.30
604-49550-212	Motor Fuels	431.87
604-49550-217	Other Operating Supplie	9,608.86
604-49550-263	Merchandise for Resale -	74,069.52
604-49550-304	Legal Fees	600.00
604-49550-310	Lab Testing	56.45
604-49550-321	Telephone	121.15
604-49550-326	Data Processing	1,744.90
604-49550-331	Travel Expense	168.69
604-49550-340	Advertising & Promotion	390.00
604-49550-402	Repairs & Maint - Struct	2,570.12
604-49550-404	Repairs & Maint - M&E	106.12
604-49550-406	Repairs & Maint - Groun	218.77
604-49550-408	Repairs & Maint - Distrib	636.25
604-49550-432	Uncolectible	27.85
604-49550-433	Dues & Subscriptions	138.37
604-49550-450	Conservation	1,329.40
604-49550-460	Miscellaneous Taxes	40.98
604-49550-480	Other Miscellaneous	-490.00
604-49550-491	Payments to Other Orga	1,200.00

Account Summary

Account Number	Account Name	Payment Amount
609-20202	Sales Tax Payable	14,939.00
609-49751-200	Office Supplies	23.99
609-49751-251	Liquor	18,201.64
609-49751-252	Beer	27,272.59
609-49751-253	Wine	5,218.35
609-49751-265	Merchandise Returned f	160.00
609-49751-321	Telephone	56.02
609-49751-333	Freight and Express	399.10
609-49751-340	Advertising & Promotion	814.96
609-49751-404	Repairs & Maint - M&E	30.25
609-49751-406	Repairs & Maint - Groun	43.32
609-49751-444	License Fees	20.00
609-49751-460	Miscellaneous Taxes	4.40
609-49751-480	Other Miscellaneous	51.00
614-16400	Machinery & Equipment	3,063.00
614-20201	Excise Tax Payable	826.12
614-20202	Sales Tax Payable	31.33
614-20206	911 TAP & TACIP Fees Cl	1,246.43
614-49870-200	Office Supplies	101.13
614-49870-211	Cleaning Supplies	52.02
614-49870-212	Motor Fuels	73.70
614-49870-217	Other Operating Supplie	55.86
614-49870-227	Utility System Maint Sup	431.85
614-49870-241	Small Tools	101.79
614-49870-304	Legal Fees	454.31
614-49870-321	Telephone	319.46
614-49870-322	Postage	31.59
614-49870-326	Data Processing	4,242.10
614-49870-331	Travel Expense	219.41
614-49870-334	Meals/Lodging	437.30
614-49870-340	Advertising & Promotion	155.68
614-49870-383	Gas Utility	265.47
614-49870-404	Repairs & Maint - M&E	45.38
614-49870-405	Repairs & Maint - Vehicl	473.88
614-49870-441	Transmission Fees	57.12
614-49870-442	Subscriber Fees	164,931.32
614-49870-443	Intergovernmental Fees	1,487.69
614-49870-445	Switch Fees	1,558.62
614-49870-447	Internet Expense	7,384.05
614-49870-448	On-Call Support	228.58
614-49870-451	Call Completion	3,362.57
614-49870-460	Miscellaneous Taxes	38.86
614-49870-480	Other Miscellaneous	140.78
615-39200	Interfund Transfers	-10,655.95
615-49850-200	Office Supplies	31.57
615-49850-211	Cleaning Supplies	128.15
615-49850-212	Motor Fuels	173.26
615-49850-216	Chemicals and Chemical	1,402.50
615-49850-217	Other Operating Supplie	292.93
615-49850-321	Telephone	67.72
615-49850-334	Meals/Lodging	26.20
615-49850-340	Advertising & Promotion	150.00
615-49850-383	Gas Utility	277.10
615-49850-402	Repairs & Maint - Struct	584.69
615-49850-404	Repairs & Maint - M&E	703.67
615-49850-409	Repairs & Maint - Utilitie	1.86
615-49850-439	Special Projects	10,655.95
615-49850-460	Miscellaneous Taxes	245.00

Account Summary

Account Number	Account Name	Payment Amount
617-20202	Sales Tax Payable	173.60
617-49860-200	Office Supplies	23.99
617-49860-217	Other Operating Supplie	104.74
617-49860-254	Soft Drinks & Mix	160.03
617-49860-321	Telephone	16.88
617-49860-334	Meals/Lodging	23.49
617-49860-340	Advertising & Promotion	167.54
617-49860-404	Repairs & Maint - M&E	75.13
617-49860-406	Repairs & Maint - Groun	59.50
617-49860-460	Miscellaneous Taxes	51.40
700-21706	Medical Insurance	60,075.00
700-21712	Flex Account	3,115.41
700-21720	VEBA Contributions	12,822.00
	Grand Total:	886,476.50

Project Account Summary

Project Account Key	Payment Amount
None	886,476.50
Grand Total:	886,476.50

12-14-17


ACTION ITEM



CITY OF WINDOM
444 9th Street
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127
www.windom-mn.com

TO: City Council
FROM: Drew Hage, Development Director
DATE: December 19, 2017 (City Council Meeting Date)
RE: Donations – Signage Promoting Downtown Square
DEPT: Development Department
CONTACT: Drew Hage, Development Director at 832-8661 or drew.hage@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council adopt the Resolution accepting the donations for the sign promoting Windom's downtown square.

Issue Summary/Background

The Economic Development Authority of Windom (EDA) was contacted by downtown business owners who were interested in signage on Highway 60 to promote Windom's downtown square and adjacent businesses and professional services.

A proposed design was prepared and reviewed by the EDA Board and downtown business owners. The proposal was made for an informational/directional sign to be placed on the west wall of the Schwalbach Hardware building and an agreement was entered into with the property owner for the lease of the space.

The Windom Convention and Visitors Bureau (CVB) and the EDA each contributed towards the expenses for the preparation and installation of the sign.

Mari Harries conducted a fundraising campaign requesting assistance from businesses adjacent to the square for use in the project.

Fiscal Impact

Fundraising for the signage (including contributions by the CVB and EDA) totaled \$1,224.14. (A list of the donations from the downtown businesses and organizations is included in the Resolution.) This funding is sufficient to cover the costs for the preparation and installation of the sign.

Attachments

1. Resolution – Authorization to Accept Donations for Signage Promoting Downtown Square.

RESOLUTION #2017-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

**AUTHORIZATION TO ACCEPT DONATIONS
FOR SIGNAGE PROMOTING DOWNTOWN SQUARE**

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

WHEREAS, the Economic Development Authority of Windom (EDA) was contacted by downtown business owners who were interested in signage on Highway 60 to promote Windom’s downtown square and adjacent businesses and professional services; and

WHEREAS, a proposal was made for an informational/directional sign to be placed on the west wall of the Schwalbach Hardware building and an agreement was entered into with the property owner for the lease of the space; and

WHEREAS, the Windom Convention and Visitors Bureau and the EDA each contributed towards the expenses for the preparation and installation of the sign; and

WHEREAS, Mari Harries conducted a fundraising campaign requesting assistance from businesses adjacent to the square; and as a result, the following individuals, organizations, and businesses contributed funds to the EDA for use in the project; and

WHEREAS, sufficient funds have been received to complete the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the donations from the donors in the amounts listed below for the preparation and installation of an informational/directional sign on the west wall of Schwalbach Hardware:

<u>DONORS</u>	<u>DONATIONS</u>
Avera Optometric (Dr. Temme)	\$20.00
BC/DC	\$20.00
BE Style	\$20.00
Tashia Bramstedt (Hair with Flare)	\$20.00
Tara Christensen (Edward D. Jones)	\$20.00
Tom Christensen (Edward D. Jones)	\$20.00

Citizen	\$20.00
The Connection	\$20.00
Cottonwood County Abstract Company	\$20.00
Enspired	\$20.00
Five Star Realty Pros LLC	\$20.00
Frank's Shoe Repair	\$20.00
H & R Block	\$20.00
Hammers Furniture	\$20.00
Hanson Agency	\$20.00
Hedman Chiropractic Center	\$20.00
Johnson Hardware	\$20.00
Jordana's Resale Venue	\$20.00
LFP Consulting, LLC	\$20.00
River City Eatery	\$20.00
Schramel Law Office	\$20.00
The Travel Place	\$20.00
Vortherms Tax Service	\$20.00
Windom Theater Inc.	\$20.00
Winter Agency	\$20.00
Wolf Therapeutic	<u>\$20.00</u>

TOTAL DONATIONS.....\$520.00

Adopted by the Council this 19th day of December, 2017.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

RESOLUTION #2017-

INTRODUCED:

SECONDED:

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

A RESOLUTION APPROVING 2017 TAX LEVY, COLLECTABLE IN 2018

BE IT RESOLVED, by the Council of the City of Windom, County of Cottonwood, Minnesota, that the following sums of money be levied for the current year, collectable in 2018, upon the taxable property in the City of Windom for the following purposes:

Total Levy	\$1,932,591
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The City Administrator is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Cottonwood County, Minnesota.

Adopted this 19th day of December, 2017.

Dominic Jones, Mayor

Attest: _____
Steve Nasby, City Administrator

ACTION ITEM



CITY OF WINDOM
444 9th Street
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127
www.windom-mn.com

TO: City Council
FROM: Al Baloun, Recreation Director
DATE: December 14, 2017
RE: Plans and Specifications for Arena Concrete and Compressor Project
DEPT: Arena
CONTACT: Al Baloun 507-822-0514 (e-mail- winarena@windomnet.com)

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action regarding the Arena Concrete and Compressor Project:

Adopt resolution regarding approving plans and specifications and ordering advertisement for bids for the ice arena (compressor and concrete) replacement project.

Issue Summary/Background

R-22 is being phased out in 2020 for use as a refrigerant in our compressor system at the Windom Arena. The current compressor system should be replaced with a different refrigerant, replacing the current rink mat system with concrete flooring with in ice making capability should also be done at the same time as compressor replacement. Both replacement of the compressor system and concrete flooring have been in the capital outlay requests for many years. The compressor system is the original system that was installed in 1975. The current rink mats were replaced in 1995 with funds obtained by a Mighty Ducks Grant and Capital Outlay appropriations. The Windom Youth Hockey Association is currently working on locker room expansion. In June, 2017 Steven's Engineering was hired as the engineer for the Arena Concrete and Compressor Replacement project. At the December 13, 2017 Parks and Recreation Commission meeting they recommended going with Option A Outdoor Refrigeration Plan and Updated Cost Estimate (12/11/17) as recommended by the Building Construction subcommittee at their Monday, December 11, 2017 meeting. Plans and Specifications were designed by Stevens engineering based on this recommendation.

Fiscal Impact

\$1,397,972 cost estimate by Stevens Engineering. \$90,000 was approved in the 2018 Budget for debt service on the project.

Attachments

1. Parks and Recreation Commission Minutes, December 13, 2017
2. Option A Outdoor Refrigeration Plan
3. Plans and Specifications as Designed by Stevens Engineering
4. Email from Scott Ward, Stevens Engineering- Updated Project Schedule
5. Updated Cost Estimate, Stevens Engineering (12/11/17)

RESOLUTION #2017-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR THE ARENA ICE SYSTEM REPLACEMENT PROJECT

WHEREAS, on October 17, 2017, the Windom City Council approved the preparation of design and engineering for the proposed Arena Ice System Replacement Project; and

WHEREAS, on December 13, 2017, Stevens Engineering presented plans and specifications to the Park and Recreation Commission for the proposed project; and

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

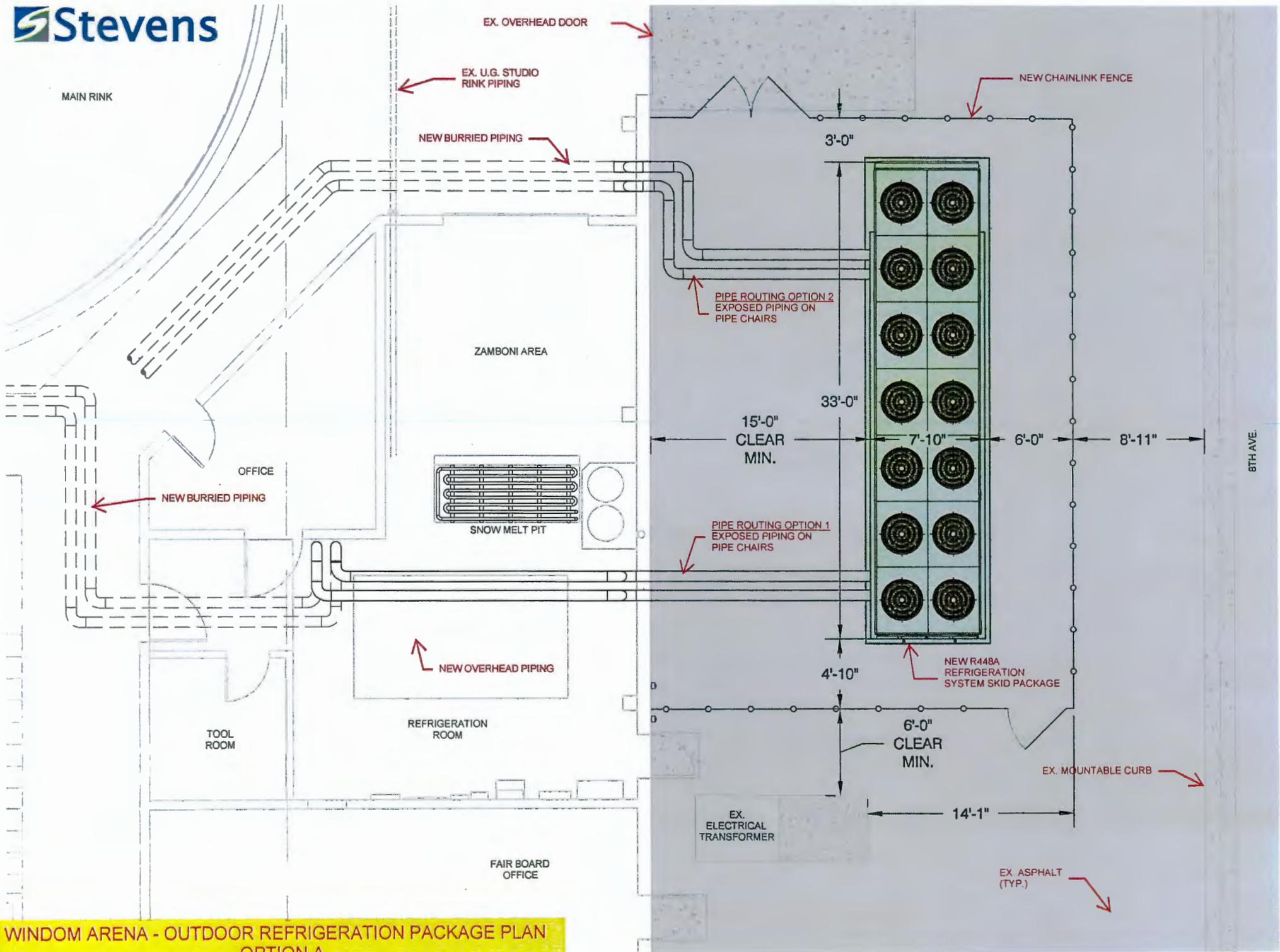
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, AS FOLLOWS:

1. Such plans and specifications, which are made a part hereof by reference as if fully set forth herein, are hereby approved and shall be filed in the Office of the City Administrator.
2. The City Administrator shall prepare an advertisement for bids for the proposed project, pursuant to the approved plans and specifications, and cause such advertisement to be published in the official paper.
3. Bids will be received and accepted by the City Administrator until 2:00 p.m. on January 25, 2018. At said time, the bids will be publicly opened by the City Administrator and Consulting Engineer in the City Hall Council Chambers. Bids will then be tabulated and will thereafter be considered by the City Council. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. The bid for such project may be awarded on or before February 20, 2018, at the City Council Meeting scheduled for 7:30 p.m.

Adopted by the Council this 19th day of December, 2017.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator



WINDOM ARENA - OUTDOOR REFRIGERATION PACKAGE PLAN
OPTION A



WINDOM ARENA - OUTDOOR REFRIGERATION PACKAGE AERIAL
OPTION A



Option 1



Option 1A

Timeline – Per Scott Ward

Design and Bidding

December 15 – Stevens submits final drawings and specifications to City first thing in the morning for Council packets.

December 19 – Council Meeting – Request approval of final bid documents and to move ahead with bidding project.

December 26-27 – First publication of Ad for Bid in official paper

January 2-3, 2018 – Second publication of Ad for Bid in official paper

January 25 – Open bids at 2pm.

February 6 – Council Meeting – Request approval of low bid and construction contracts

February 20 – Deadline to sign construction contracts. Contractor orders equipment.

Construction

March 14 – Remove ice sheet and dasher board system.

April 15 – City reports frost is typically out of ground. Soil boring testing will be required to test soils that all frost is out.

April 16 – Start construction, excavate existing soils, miscellaneous demolition, installation of new transmission mains.

April 30 – Start rink floor construction

May 21 – Refrigeration package arrives on-site (12 weeks) – 2 months to install.

June 11 – complete ice rink floor installation..

June 12 – Pour concrete for rink floor.

June 26 – end 14 day wet cure of concrete

July 11 – end 28-day concrete cure

July 12-13 – install expansion joint

July 16 – July 30 – install dasher board system (if needed)

July 30 – August 15 – Misc. clean up, etc.

August 15th – Fair events.

70% CD COST ESTIMATE

Date: 9-13-17 REVISIONS 2&3 9.19.17, REV. 3a 11-29-17, Rev 4 NA, Rev 5 12-11-17

Project: Windom Ice Arena - Ice System Replacement

NOTES:

1. Costs include escalation, general conditions, contractor profit, insurance and bond costs, prevailing wages.



Table 1. Ice System Replacement Options

Item	Cost Estimate ¹			
	Options 1+5		Rink 1	
	Original Estimate	Updated Estimate	Original Estimate	Updated Estimate
	New HFC	R-407C, etc	New HFC	R-407C, etc
Refrigerant type				
Grade of system	Commercial		Commercial	
Remove and reinstall existing 2014 dasher board system (\$40,000 value)		City+ WYHA		City+ WYHA
Remove and reinstall existing wood dasher board system (\$25,000 value)		City+ WYHA		City+ WYHA
Change Rink 2 radii to 20 feet-rebuild/purchase used radii(\$15,000 value)		City+ WYHA		City+ WYHA
Demolition of existing refrigeration system		\$20,000		\$20,000
Demolition of existing mat system in Rink 2		\$2,000		\$2,000
Modify main rink mat system for Rink 2		City+ WYHA		City+ WYHA
Demo and replacement of perimeter conc and ex curbs (Rink 1 & 2)		\$23,000		\$23,000
Replace Rink 2 concrete curb at radii. Change to 20 feet radii		\$5,000		\$5,000
Move dasher board anchors to allow more hangover on rink floor		\$10,000		\$10,000
Remove and replace existing wall in refrigeration to install package		\$8,000		\$0
Remove raised concrete pad in refrigeration room (not incl in project)				\$0
New concrete rink floor w/poly pipe. No subfloor (200x85, 6" thick)		\$555,000		\$555,000
New refrigeration system or equipment to serve both rink floors		\$500,000		\$525,000
Basic waste heat recovery system (snowmelt pit)		\$25,000		\$25,000
Additional 8" and 3" transmission mains to/from refrig system				\$15,000
Enhanced waste heat recovery system (preheat water, etc.)		Not incl		Not incl
Water treatment system for resurfacer water		Not incl		Not incl
Ventilation system improv. or replacement in ex. room		\$0		\$0
Misc. plumbing improvements in ex. mech room		\$5,000		\$0
Electric feeder upgrade to refrigeration room (existing is 400 amps)		\$8,000		\$8,000
Replace entire switchgear for main electrical service (\$20K worse case)				\$12,000
Replace transformer (by electrical utility)				\$0
Lighting modifications and misc. electrical (Add exterior light ???)		\$0		\$500
Ice equipment room expansion (150 SF x \$300/SF) + vestibule for Opt 3		N/A		N/A
Fire rate existing refrigeration room (new walls, ceiling, etc.)		N/A		N/A
Provide separate room for existing main electrical panels		N/A		N/A
New fence around condenser (100 LF x \$40/LF)		\$0		\$4,000
New interior vestibule and doors, new masonry wall		N/A		N/A
Site improvements (30x9x1 concrete pad for refrig. System, patch pavmnt)		N/A		\$8,000
Subtotal of estimated construction costs		\$1,161,000		\$1,212,500
Cost adjustment for location (0%)		\$0		\$0
Subtotal of estimated construction costs		\$1,161,000		\$1,212,500
Estimate, design and constr. Contingency (10%). Reduce to 5-8% for constr.		\$116,100		\$64,600
Total estimated construction costs		\$1,277,100		\$1,277,100
Program Development and Scope Confirmation (Stevens)		\$6,500		\$6,500
Design, Engineering and Construction Administration (Stevens)		\$68,396		\$68,396
Legal, financial and administrative by City (3.6%)		\$45,976		\$45,976
Total estimated project costs for 2018 Construction		\$1,397,972		\$1,397,972

Difference
 \$51,500
 \$51,500
 -\$51,500 5.3%
 \$0
 \$0
 \$0
 \$0
 \$0

ACTION ITEM



CITY OF WINDOM
444 9th Street
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127
www.windom-mn.com

TO: CITY COUNCIL
FROM: ANDY SPIELMAN, BUILDING & ZONING OFFICIAL
CC MEETING DATE: DECEMBER 19, 2017
RE: ORDINANCE No. 167, 2ND SERIES – 2ND READING,
TITLE & SUMMARY (For Publication), & FEE RESOLUTION
DEPT: BUILDING & ZONING
CONTACT: ANDY SPIELMAN (andrew.spielman@windommn.com) (507-832-8660)

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following actions regarding a proposed new ordinance:

1. Approve the second reading of **Ordinance No. 167, 2nd Series** modifying the title of Chapter 150 and adding new provisions covering “**Rental Housing**” to the City Code.
 2. Approve the proposed “Title and Summary of Ordinance No. 167, 2nd Series” for publication, in lieu of publishing the entire ordinance, by at least a 4/5 vote of the Council.
 3. Adopt the “Resolution Establishing Rates for Rental Housing Licenses, Inspections, Complaints, and Fines”.
-

Issue Summary/Background

- A. At the City Council Meeting on December 5th, the City Council approved revisions to Sections 150.56(E)(4) & (5) concerning the City’s response time following receipt of legitimate rental housing complaints. The City Council then approved the first reading of Ordinance No. 167, 2nd Series on December 5, 2017. These revisions have now been incorporated into the Ordinance prior to the second reading and proposed adoption of the ordinance which is scheduled for December 19, 2017. (A revised copy of the Ordinance is attached.)
- B. Due to the cost for publication of lengthy ordinances, there is a provision in State Law which allows cities to publish a title and summary of an ordinance. A proposed Title and Summary has been prepared and reviewed by the City Attorney.

Pursuant to State law, the Council needs to (1) **approve the text of the summary and (2) determine that it clearly informs the public of the intent and effect of the ordinance.** *Approval of the Title and Summary requires a 4/5 vote of the Council.*

- C. If approved by the City Council, the new ordinance would become effective as of January 2, 2018. Therefore, the City Council needs to approve the rates for fees and fines for administration of the Rental Housing Ordinance. The proposed fee schedule has been compared to fee schedules of other cities that have adopted a rental housing ordinance and has also been reviewed by the Planning Commission. From those comparisons and Planning Commission's recommendations, a proposed Resolution establishing the fees has been prepared and is attached for your review and approval.

Fiscal Impact

The fiscal impact on the City would be Staff time and expense for administering the ordinance. Revenue from license fees, re-inspections, complaint fees, and any fines will be applied to the expense for administering the ordinance.

Attachments

1. Ordinance No. 167, 2nd Series
2. Map of Rental Housing Zones
3. Title and Summary of Ordinance No. 167, 2nd Series
4. Resolution Establishing Rates for Rental Housing Licenses, Inspections, Complaints, and Fines.

AWS:mh

ORDINANCE NO. 167, 2ND SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA,
AMENDING CITY CODE TITLE XV: "LAND USAGE", CHAPTER 150
"BUILDING REGULATIONS; CONSTRUCTION" BY MODIFYING THE TITLE
AND ADDING NEW SECTIONS ON "RENTAL HOUSING"

THE CITY COUNCIL OF THE CITY OF WINDOM ORDAINS:

WHEREAS, the City of Windom wants to ensure that the conditions of rental housing units in Windom comply with life, health and safety standards necessary to safeguard the general welfare of the residents of these units and the surrounding properties; and

WHEREAS, it is necessary that the City adopt an ordinance governing "rental housing" within the city limits; and

WHEREAS, the Planning Commission has reviewed the language for a proposed "rental housing" ordinance and recommended its adoption by the City Council; and

WHEREAS, it is in the best interests of the citizens of Windom that Title XV: "Land Usage", Chapter 150 "Building Regulations; Construction" of the Windom City Code be amended to modify the title of this Chapter and to add new sections on "rental housing" as set forth herein.

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

THE CITY CODE OF THE CITY OF WINDOM IS HEREBY AMENDED BY REMOVING THE CURRENT TITLE FOR CHAPTER 150 AND REPLACING IT WITH THE FOLLOWING:

"CHAPTER 150 'BUILDING REGULATIONS AND RENTAL HOUSING'"

THE CITY CODE OF THE CITY OF WINDOM IS HEREBY FURTHER AMENDED BY INSERTING THE FOLLOWING SECTIONS IN TITLE XV: "LAND USAGE", CHAPTER 150 "BUILDING REGULATIONS AND RENTAL HOUSING":

RENTAL HOUSING

§ 150.50 PURPOSE.

The purpose of this ordinance is to ensure that the conditions of rental housing units in Windom comply with life, health and safety standards necessary to safeguard the general welfare of the residents of these units and the surrounding properties. The general objectives include, but are not limited to, the following:

- (A) To maintain the character, integrity, and stability of rental housing units within the City;
- (B) To correct and prevent rental housing conditions that adversely affect or are likely to adversely affect the life, safety, general welfare and health of persons occupying rental housing units

within the City of Windom;

(C) To assist in enforcing minimum standards for cooking, heating, and sanitary equipment necessary for the health and safety of the occupants of rental housing units;

(D) To assist in enforcing minimum standards of light and ventilation necessary for health and safety;

(E) To prevent overcrowding of rental housing units;

(F) To assist in enforcing minimum standards for the maintenance of rental housing units to prevent slums and blight;

(G) To preserve the value of land and buildings throughout the City.

§ 150.51 INTENT.

It is the intent of this Ordinance to establish a permanent mode of protecting and regulating the living conditions of the residents of the City who rent/lease rental housing units and to provide a means for imposing license fees to help the City defray the costs necessary for rental housing inspections and enforcement of this Ordinance.

§ 150.52 DEFINITIONS.

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

BUILDING. Any structure, other than a rental dwelling, that contains multiple rental units.

DWELLING. Any structure which is wholly or partly used or intended to be used by human occupants for living, sleeping, cooking, eating and sanitation purposes (“residential purposes”).

DWELLING UNIT. Any room or group of rooms located within a dwelling or building and forming a habitable space to be used by human occupants for residential purposes.

EGRESS. A safe means of escape.

HABITABLE SPACE. A space in a building for living, sleeping, eating or cooking with a ceiling height of not less than 6’ 8”. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces.

IMMEDIATE FAMILY MEMBER. A spouse, child, sibling, a parent, grandparent, or grandchild. This includes stepparents, stepchildren, stepsiblings, and adoptive relationships.

PROPERTY. Any rental dwelling or building on one parcel, or any group of buildings located on the same parcel of land which is owned by the same individual(s) or entity, or buildings physically and permanently attached to one another that may or may not be on the same parcel of land and are owned by the same individual(s) or entity.

RENTAL DWELLING. Any dwelling rented or offered for rent by any person or entity to any other person or persons for use for residential purposes.

RENTAL HOUSING. All rental dwellings and buildings in the city limits of Windom, Minnesota, that are rented or offered for rent by the owners to other persons for residential purposes.

RENTAL UNIT or RENTAL HOUSING UNIT. Any dwelling unit rented or offered for rent by any person or entity to any other person or persons for use for residential purposes. "Rental Unit" does not include rooms or units in rest homes, convalescent homes, nursing homes, hotels, motels, dormitories or facilities licensed by the State of Minnesota as institutional occupancies.

§ 150.53 HEALTH AND SAFETY.

(A) *Building Exterior.* The exterior of the rental dwelling/building shall be in reasonable repair and have adequate roofing and siding material to prevent air and water from leaking into the rental dwelling/building.

(B) *Identification.* Street address numbers shall be displayed on the front of the rental dwelling/building so they are visible from the street. Individual units shall have the unit number displayed on the main entrance to the unit.

(C) *Electrical Requirements.* Electrical equipment shall be fully functional and in safe operating condition. Outlets, switches and junction boxes shall have proper sized cover plates securely attached. Any hard-wired light fixture, both interior and exterior, must be securely fastened to an approved electrical box. Temporary wiring, drop cords or extension cords shall not be used in lieu of permanent wiring. Outlets in bathrooms, kitchen, garages and outdoors shall be GFI (Ground-fault interrupters). The owner shall provide an adequate electrical service. Electric service panels shall be unobstructed.

(D) *Exits.* Each unit shall have two (2) exits. These exits can be any combination of doors leading directly to the exterior or public hallways and egress windows. All sleeping rooms shall have an egress window or door that leads directly to the exterior of the rental dwelling/building. Egress windows shall be sized according to the Minnesota Building Code in effect at the time of inspection.

(E) *Doors.* All doors shall be equipped with panic hardware or knobs that are operable from inside the rental dwelling or rental unit without keys or tools. Exterior doors shall be properly fitted and sealed to prevent air and water from leaking into the rental dwelling/building, and have locks

installed for privacy and security.

(F) *Windows.* Windows shall be properly fitted and sealed to prevent air and water from leaking into the rental dwelling/building; broken windows shall be repaired or replaced and not boarded over. Egress windows shall be properly sized and shall operate freely and easily from the inside of the rental dwelling/building.

(G) *Hallways.* Owners shall not place or install any fixtures, furniture, appliance or similar obstructions in public hallways that are part of an emergency exit. Tenants shall keep public hallways free of obstructions and personal property.

(H) *Fire Extinguishers of Type ABC.* The owner:

(1) Shall equip each rental dwelling/building either with a 10 lb. extinguisher in each unit or one (1) 20 lb. extinguisher in a common area on each floor of the rental dwelling/building.

(2) Shall be responsible for the annual inspection and tagging of each such fire extinguisher by a certified professional.

(I) *Garbage.* The owner(s) of a rental property consisting of more than four rental units shall provide garbage collection containers or dumpsters and recycling containers adequate to accommodate all garbage and recyclables generated by each rental unit. Tenants, whether in rental dwellings or buildings, shall not allow garbage, rubbish, debris, or recyclables to accumulate inside or outside of their units and shall keep their units reasonably clean and sanitary.

(J) *Heating Units.* All heating units shall be fully functional, properly vented, and be capable of maintaining all habitable rooms at 68 degrees Fahrenheit. Intake and exhaust openings shall have proper clearance and be unobstructed. Portable electric heating units and stoves shall not be used as a permanent source of heat and non-vented fuel-burning heaters are strictly prohibited.

(K) *Mold, Rodents and Insects.* Mold, rodent and insect infestations shall be promptly eliminated by the owner and the rental unit shall then be kept mold and infestation free by the tenant.

(L) *Plumbing.* Plumbing systems shall be properly maintained by the owner free of leaks and fully functional and shall provide hot and cold water to all sinks, tubs and showers and cold water to all toilets. Plumbing vents shall be fully functional and unobstructed.

(M) *Water Heaters.* All water heaters shall be fully functional, properly vented if using gas, and shall be equipped with a fully-functional relief valve with a discharge line to within 18 inches of the floor.

(N) *Sanitary Sewer.* Sanitary sewer systems shall be properly maintained, fully functional and properly connected to every toilet, sink, tub and shower.

(O) *Clothes Dryers.* Clothes dryers, where provided by either the property owner or tenant, shall be properly vented. Vents shall be clean and unobstructed.

(P) *Utility Meters.* Gas, water, and other utility meters shall be unobstructed.

(Q) *Smoke Detectors.* Smoke detectors shall be fully functional and installed on every level of a rental unit, in every sleeping room, access point leading to sleeping rooms, public hallways and stairwells. Tenants shall not remove batteries from or otherwise disable, remove or destroy any such detector. Such action could be subject to criminal penalty pursuant to Minnesota Statutes § 299F.362(6)(b) as it may be amended from time to time.

(R) *Carbon Monoxide Detectors.* Carbon monoxide detectors shall be provided by the owner, shall be installed within 10 feet of the entrance of all sleeping rooms, and shall be maintained in fully-functional condition. Tenants shall not remove batteries from or otherwise disable, remove or destroy any such detector pursuant to Minnesota Statutes § 299F.51(4) as it may be amended from time to time.

(S) *Exterior Illumination.* Parking lots, sidewalks and exterior stairs shall be sufficiently illuminated for safety and security.

(T) *Accessibility.* Buildings required to be handicap accessible shall maintain all accessible features and systems.

§ 150.54 MAXIMUM DENSITY

(A) *Maximum Density.* The maximum permissible occupancy of any rental unit shall be determined as follows.

(1) For the first occupant, 150 square feet of habitable space and for every additional occupant thereof at least 100 square feet of habitable space.

(2) Every rental unit shall be equipped with at a minimum:

(a) One sink and one shower/tub with hot and cold water.

(b) Kitchen with food storage and food preparation areas including space and hook-ups for a stove/oven and refrigerator/freezer. Small electric appliances, such as hot plates or crock pots, shall not be substituted for a stove/oven.

(c) One toilet with cold water.

(d) Sleeping areas for all tenants. Single occupant bedrooms shall be a minimum of 70 square feet. Every bedroom occupied by more than one person shall have a minimum of 50 square feet for each occupant.

§ 150.55 LICENSING

(A) Every person, firm, corporation or entity who owns a residential property in Windom and rents that property to another person shall be required to obtain a Rental License from the City on a form provided by the City.

(B) Property owners must fill out and submit a Rental License Application and pay the initial application fee. After the City receives the application and payment, inspections will be scheduled and conducted. Rental units that pass inspections will receive a certificate of compliance. Rental properties will receive a rental license once all units pass inspection.

(C) All existing and future rental properties must be individually licensed, regardless of ownership.

(D) The license will be valid for a three-year period. An application for renewal of the license must be submitted between January 1st and March 31st of the renewal year.

(E) After adoption of the rental housing ordinance by the City Council, all properties converted to or constructed as new rental units must be inspected and licensed prior to being occupied.

(F) Complaints: Upon receipt of a complaint and verification that a rental property is not licensed, the City shall notify the property owner of record in writing that the owner has 60 days to comply with this ordinance and obtain a rental license or cease rental operations. If the owner fails to obtain a rental license within said 60 days, the owner shall pay the City a daily fine per rented unit. The daily fine shall commence immediately on the expiration of the 60 days and continue until the unit(s) is either vacated or the owner obtains a rental license. A rental license will not be issued until all fines are paid. Fines will be established by Resolution of the City Council.

§ 150.56 INSPECTIONS

(A) All rental properties shall be required to have an inspection of each rental unit completed by the City of Windom prior to a license being issued or renewed.

(B) An initial inspection of the rental property will be scheduled following submission of a rental license application by the owner.

(C) At the time of renewal of a rental license, an inspection of the rental property will be scheduled and shall be conducted between January 1st and May 31st of the renewal year.

(D) In the event that a rental property is sold, the new owner will be required to obtain a rental license from the City within sixty (60) days of the closing on the property. That property is subject to rental inspections and fees regardless of when the last inspection was completed. The rental license issued to the new owner will then be valid for a full three-year license term.

(E) *Complaints.* The City of Windom will handle complaints as follows:

(1) It is the City's position that property owners and tenants work together to resolve complaints concerning rental housing units. Complaints by tenants shall be in writing and shall first be directed to the property owner. If after a reasonable period of time, the property owner does not respond to the tenant's written complaint or refuses to repair a valid health or safety issue as required by City ordinances, the tenant may then submit a written complaint to the City.

(2) Tenants' complaints to the City concerning rental housing units shall be in writing and submitted on a fully completed "Rental Housing Complaint Form" provided by the City.

(3) The City will only respond to complaints concerning issues that allegedly are in violation of the Health and Safety sections of this ordinance.

(4) Upon submission of a completed Rental Housing Complaint Form, the City will send written notification to the property owner within five (5) business days. This notice will explain the nature of the complaint and request that the property owner contact the City within seven (7) calendar days to schedule an inspection. There will be no fee for this inspection. If the property owner does not schedule the inspection or the rental unit fails the inspection, then the "Fines and Penalties" Section of this ordinance will apply.

(5) For any complaint the City receives for the same rental unit within twelve (12) months of the filing of the initial complaint, a deposit will be charged to the complainant at the time the complaint is filed. The amount of the deposit will be established by Resolution of the City Council. The City will then contact the property owner within two (2) business days and schedule an inspection. This inspection shall be made within three (3) business days after the City has contacted the owner. After inspection, if the City issues a repair notice to the owner, the deposit will be returned to the complainant and the "Fines and Penalties" Section of this ordinance will apply. If the rental unit passes the inspection, the City will retain the deposit to cover administrative costs associated with the complaint and inspection.

(F) The property owner or an authorized representative must be present for all inspections.

(G) The current tenant must (a) either be present for the inspection or (b) have signed a consent form, provided by the City, authorizing the inspection without the tenant's presence which consent

form must be presented to the City prior to the inspection, or (c) have been given written notice of the scheduled inspection by the owner, pursuant to Minnesota Statutes § 504B.211 as it may be amended from time to time, and a copy of said written notice must be presented to the City prior to the inspection.

Exemptions from Rental Inspections:

(1) Properties that are under State or Federal inspections are exempt from the provisions of this ordinance and from rental inspections by the City.

(2) Single-family homes and rental properties consisting of four or fewer rental units (each of which has its own Parcel ID No.) that are both (a) rented to an *immediate family member* and (b) have been granted homestead classification for purposes of property taxes by Cottonwood County are exempt from the provisions of this ordinance and from rental inspections by the City, subject to Paragraph (3)(g) below.

(3) A property owner may be entitled to an exemption from rental inspections on a specific property for alternate renewal rental license periods if all of the following criteria are met:

(a) The specific property received passing inspections for the initial license period and the consecutive first license renewal period.

(b) The City has not received any complaints which have led to required work orders or repairs on the specific property.

(c) The property owner must file for the exemption at the time of the license renewal application for the specific property.

(d) Exemptions are for properties only and will not be issued for individual rental units.

(e) The property owner will still be required to renew the rental license for the specific property according to this ordinance. However, the property owner will not be charged the inspection fees or be subject to rental inspections for that specific property for the subsequent three-year license term.

(f) Thereafter, if the criteria of this section are not violated, the property owner will be entitled to an exemption from rental inspections on the specific property for alternating three-year rental license periods.

(g) Exempt properties will lose their exempt status if the City receives a complaint and issues a work order or repair notice to the property owner.

(h) Exempt properties will lose their exempt status when they are sold.

§ 150.57 LICENSE AND INSPECTION FEES

(A) Rental license and inspection fees will be established by Resolution of the City Council.

(B) Rental license fees will be payable at the time of the initial application and renewal applications for a rental license.

(C) The license fee will cover the initial inspection for each application period.

(D) Properties exempt from renewal inspections for alternating renewal license periods, as provided herein, will be charged a minimum renewal fee for each license period exempt from a rental inspection.

§ 150.58 FINES AND PENALTIES

(A) If during a rental inspection a rental unit or property does not meet the minimum requirements of this ordinance, it will receive a failed inspection notice. This notice will be issued in writing to the owner or authorized agent who is present at the time of the inspection. The notice will list the repairs that are necessary and a period of time within which the repairs must be made and the rental unit or property re-inspected (second inspection). Payment for this second inspection will be due prior to the inspection. Failure to pay the second inspection fee will not prevent the City from conducting a second inspection.

(B) If the property owner does not schedule the second inspection by the date specified on the notice, it will count as a second failed inspection whether or not the repairs have been made. The City will then send notice to the owner of the day and time of the rescheduled inspection (third inspection) for the property. Payment for this third inspection and the unscheduled second inspection will be due prior to this inspection. Failure to pay these re-inspection fees will not prevent the City from conducting the third inspection.

(C) If a property owner fails to be present for a scheduled inspection without giving at least 48-hours' notice, it will count as a failed inspection and will be subject to re-inspection fees.

(D) Re-inspection fees for failed inspections will be established by Resolution of the City Council.

(E) If a property owner does not consent in a reasonable amount of time to the first and any required second and third inspections, or if the property owner has failed to be present for or schedule the inspections, or if the tenant has failed to be present for any inspection or consent in writing to an inspection without his/her presence or hasn't been given written notice of a scheduled inspection pursuant to Minnesota Statutes §504B.211, as it may be amended from time to time, or if the property owner has not made the necessary repairs within the time(s) specified, the Windom Building & Zoning Official shall have the right to suspend or revoke the rental license for the property.

Furthermore, starting on the day that the owner's rental license is suspended or revoked, the property owner shall pay the City a daily fine per rented unit. Daily fines will continue until the unit(s) is either vacated or is brought into compliance with City ordinance. The rental license will not be reissued until all fines are paid. Fines will be established by Resolution of the City Council.

(F) If the City chooses to seek injunctive relief or any other relief from the Court to enforce the provisions of this ordinance and if the City prevails in such action(s), the property owner shall pay all of the City's reasonable attorneys' fees and court costs in such action(s).

(G) The City shall have the right to recover any unpaid license and renewal fees, re-inspection fees, fines issued pursuant to this ordinance, and reasonable attorneys' fees and court costs (if incurred by the City to enforce the City's rental housing ordinance). If any of these fees, fines and costs are unpaid, the City shall prepare an invoice for said unpaid amount and mail the invoice to the property owner. Thereupon the amount shall immediately be due and payable at the Office of the City Clerk.

(H) If the property owner fails to pay the license or renewal fees, re-inspection fees, the fines specified at Section 150.55(F), the fines specified at Section 150.58(E), or any attorneys' fees and court costs (if incurred by the City to enforce the City's rental housing ordinance), then after notice and hearing as provided by M.S. § 429.061, as it may be amended from time to time, the City Administrator shall, on or before December 31 next following mailing of the invoice for these fees, fines and costs, list the total unpaid fees, fines and costs against each separate lot or parcel to which the fees, fines and costs are attributable and these shall be levied as special assessments against the property. These special assessments shall be payable with the real estate taxes on the property in one or more installment(s) as the City Council may determine.

(I) Any property owner who violates any of the provisions of §§ 150.53 through 150.58 shall also be guilty of a misdemeanor.

§ 150.59 APPEALS

(A) Property owners have the right to appeal the results of a rental inspection. The appeal can only be filed after a rental inspection has occurred and the result was a failed inspection.

(B) Appeals must be in writing and submitted or mailed to the City of Windom, 444 9th Street, PO Box 38, Windom, MN 56101.

(C) Appeals must be submitted prior to the work order/re-inspection date indicated on the inspection form.

(D) The Windom City Council will act as the Appeals Board and hear all appeals. The owner(s) will have an opportunity to be heard and present any evidence they have that relates to the property.

(E) The decision of the Appeals Board will be final and no further appeals will be heard or allowed for the same rental unit until another rental inspection has occurred. The property owner will be sent written notice of the results of the appeal.

§ 150.60 MINIMUM STANDARDS

This ordinance sets forth minimum standards for rental housing units in the City of Windom. In addition to these standards, the owners of subsidized housing units shall be subject to the requirements of the governmental agencies regulating those units.

§ 150.61 CITY NOT AN ARBITER

With respect to rental disputes, and except as otherwise specifically provided by the terms of this ordinance, it is not the intention of the City of Windom to intrude upon the fair and accepted contractual relationship between tenant and landlord. The City does not intend to intervene as an advocate of either party, nor to act as an arbiter, nor to be receptive to complaints from tenant or landlord which are not specifically and clearly relevant to the provisions of this ordinance. In the absence of such relevancy with regard to rental disputes, it is intended that the contracting parties exercise such legal sanctions as are available to them without the intervention of city government. Neither in enacting this ordinance is it the intention of the City to interfere or permit interference with legal rights to personal privacy.

§ 150.62 NO WARRANTY BY CITY

Also, by enacting and undertaking to enforce this ordinance, the City, its agents, and employees do not warrant or guarantee the safety, fitness or suitability of any rental housing unit in the City of Windom. Owners and occupants should take whatever steps they deem appropriate to protect their interests, health, safety and welfare.

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

This ordinance, or an approved Title and Summary of this ordinance, shall be published in the COTTONWOOD COUNTY CITIZEN and this ordinance shall be effective on January 2, 2018.

ADOPTED AND PASSED by the City Council of the City of Windom, Minnesota, this 19th day of December, 2017.

Dominic Jones, Mayor

ATTEST:

Steven Nasby, City Administrator

1st Reading: December 5, 2017
2nd Reading: December 19, 2017
Adoption: December 19, 2017
Published: December 27, 2017

Rental Housing Zones

Proposed schedule for initial inspection and licensing:

Zone One-2018

Zone Two-2019

Zone Three-2020



TITLE AND SUMMARY
OF
ORDINANCE NO. 167, 2ND SERIES

AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA,
AMENDING CITY CODE CHAPTER 150
ENTITLED "BUILDING REGULATIONS; CONSTRUCTION"
BY ADDING NEW SECTIONS ON "RENTAL HOUSING"

THE CITY COUNCIL OF THE CITY OF WINDOM, MINNESOTA, DOES ORDAIN: TO AMEND CITY CODE TITLE XV: "LAND USAGE", CHAPTER 150 "BUILDING REGULATIONS; CONSTRUCTION" BY MODIFYING THE TITLE AND ADDING NEW SECTIONS ON "RENTAL HOUSING".

The revised title for Chapter 150 shall be:

"Chapter 150 'BUILDING REGULATIONS AND RENTAL HOUSING'".

The following is a summary of the new Section Titles covering "Rental Housing" in the revised City Code Chapter 150 "Building Regulations and Rental Housing":

RENTAL HOUSING

150.50	Purpose
150.51	Intent
150.52	Definitions
150.53	Health and Safety
150.54	Maximum Density
150.55	Licensing
150.56	Inspections (also includes sections on "Complaints")
150.57	License and Inspection Fees
150.58	Fines and Penalties
150.59	Appeals
150.60	Minimum Standards
150.61	City Not An Arbiter
150.62	No Warranty by City

NOTICE: A COPY OF THE ENTIRE TEXT OF ORDINANCE NO. 167, 2ND SERIES AND A COPY OF THE ENTIRE CHAPTER 150, SECTIONS 150.50 THROUGH 150.62 "RENTAL HOUSING" (as incorporated into Ordinance No. 167, 2nd Series) ARE AVAILABLE ON THE CITY'S WEBSITE AT www.windom-mn.com OR PRINTED COPIES ARE AVAILABLE FOR INSPECTION BY ANY PERSON AT:

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

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

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

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

ORDINANCE NO. 167, 2ND SERIES:

1st Reading: Windom City Council Meeting – December 5, 2017
2nd Reading: Windom City Council Meeting – December 19, 2017
Adoption: December 19, 2017
Publication: December 27, 2017
Effective Date: January 2, 2018

This “Title and Summary” approved for publication by the Windom City Council on December 19, 2017.

CITY OF WINDOM
By Dominic Jones, Mayor

Attest: Steven Nasby, City Administrator

RESOLUTION #2017-

INTRODUCED:

SECONDED:

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

CITY OF WINDOM

RESOLUTION ESTABLISHING RATES FOR RENTAL HOUSING LICENSES, INSPECTIONS, COMPLAINTS, AND FINES

WHEREAS, the City Council has authority to establish rates, fees, charges, and fines for municipal utilities, municipal services, licenses, etc.; and

WHEREAS, the City Council periodically establishes rates and fees for municipal revenue funds; and

WHEREAS, the City Council has adopted a new Rental Housing Ordinance; and

WHEREAS, the Planning Commission recommends that the Windom City Council adopt rental housing license fees, inspection fees, complaint fees, and fines in conjunction with this new ordinance; and

WHEREAS, for the purpose of this Resolution, the word “unit” is defined as: Any room or group of rooms located within a dwelling or building forming a habitable space that is rented or offered for rent by any person or entity to any other person for use for residential purposes (living, sleeping, cooking, eating and sanitation purposes); and

WHEREAS, “unit” does not include rooms or units in rest homes, convalescent homes, nursing homes, hotels, motels, dormitories or facilities licensed by the State of Minnesota as institutional occupancies; and

WHEREAS, it is in the best interests of the City of Windom and its citizens to operate the City’s general fund in a cost-effective manner.

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

The rates for administration of the rental housing ordinance shall be as follows:

1. Rental Housing License Fees: The following fees will all cover a three-year license term. These fees include the initial application fee or renewal fee and the first inspection for the initial application or renewal:
 - A. Dwelling (single family house) - \$50
 - B. Building or Dwelling with two to four units - \$40 per unit

C. Building or Dwelling with more than four units - \$35 per unit

D. The maximum charged to any single property will be \$500.

Rental housing license fees will be payable at the time of the initial application and renewal applications for a rental housing license.

2. Late Fee (Renewal Application received after March 31st of the renewal year): Double the license fee.
3. Renewal Fee for Properties Exempt from Rental Inspections for Alternate Renewal Periods (after initial licensing and first renewal): \$10 per unit with the maximum charged to any single property not to exceed \$150.
4. Re-inspection Fees: The following fees are for re-inspections after a failed initial inspection. These fees cover all rental units regardless of the type of rental.
 - A. Second Inspection - \$50 per unit
 - B. Third Inspection - \$100 per unitPayments for re-inspections are due prior to the re-inspections.
5. Complaint Fees:
 - A. Initial Complaint (Per Unit) – First Inspection – No Charge
 - B. Initial Complaint (Per Unit) – Subsequent Inspections – Re-inspection Fees apply.
 - C. Subsequent Complaint (For Same Rental Unit Within 12 Months) – Deposit will be \$50 per tenant complaint regardless of the type of rental. Deposit will be retained by City if unit passes inspection. Deposit may be refunded to tenant if complaint is valid and then Re-inspection Fees (payable by property owner) will apply.
6. Daily Fines (Failure to Obtain Rental License After Notification and/or Rental of Non-Compliant Units) - \$20 per day per rented unit that is not in compliance with the ordinance regardless of the type of rental.

The foregoing rates shall be effective on January 2, 2018.

Adopted by the City Council this 19th day of December, 2017.

Dominic Jones, Mayor

Attest: _____
Steven Nasby, City Administrator

ACTION ITEM



CITY OF WINDOM
444 9th Street
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127
www.windom-mn.com

TO: City Council
FROM: Personnel Committee
DATE: December 12, 2017
RE: Labor Agreement between the City of Windom and Law Enforcement Labor Services
DEPT: Administration
CONTACT: Steve Nasby: Steve.Nasby@windommn.com *SN*

Recommendations/Options/Action Requested

The Personnel Committee recommends that the City Council take the following action:

1. Approve the Law Enforcement Labor Services (LELS) labor agreement as presented.

Issue Summary/Background

The City's Personnel Committee and LELS had negotiated for a three-year extension of the labor agreement between the parties. This agreement primarily adjusts wages and addresses changes in health insurance benefits.

Fiscal Impact

Wage adjustments include a \$0.20 per year market adjustment plus a 2.25% general wage increase in each 2018, 2019 and 2020. To help off-set the rising cost of health insurance the new agreement will include a reduction of annual VEBA payments to \$1,200 (single) and \$2,400 (family). In addition, two new higher deductible health insurance plan options will be offered to employees with the highest deductible plan being Health Savings Account eligible.

Attachments

1. Proposed labor agreement between the City of Windom and Law Enforcement Labor Services.

LABOR AGREEMENT

BETWEEN

CITY OF WINDOM

AND

**LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL #351)**



JANUARY 1, 2018 - DECEMBER 31, 2020

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**MASTER LABOR AGREEMENT
BETWEEN
CITY OF WINDOM
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL #351**

ARTICLE I PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Windom, hereinafter called the Employer, and Law Enforcement Labor Services, Inc. (Local #351) hereinafter called the Union.

- 1.1 It is the intent and purpose of this Agreement to:
 - 1.11 Establish an equitable and orderly procedure for the resolution of disputes concerning this Agreement's interpretation and application; and
 - 1.12 Place in written form the parties agreement upon the rates of pay, hours of work, and other terms and conditions of employment contained herein.

ARTICLE II RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for:

All essential employees of the City of Windom Police Department, Windom, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, excluding supervisory and confidential employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc., Local #351.
- 3.2 UNION MEMBER A member of Law Enforcement Labor Services, Inc., Local #351

- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit as described in Article II of this Agreement.
- 3.4 REGULAR EMPLOYEE: An employee who has completed the required probationary period.
- 3.5 PROBATIONARY EMPLOYEE: An employee who has not completed the required probationary period.
- 3.6 EMPLOYER: The City of Windom.
- 3.7 DEPARTMENT: The City of Windom Police Department.
- 3.8 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc. Local #351
- 3.9 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.10 BASE PAY RATE: The employee's pay rate exclusive of any other special allowances.
- 3.11 SENIORITY:
- a) Job Classification Seniority: Length of continuous service in a job classification included in the unit in accordance with Article II, Recognition. Job classification seniority shall reflect the length of continuous employment in an individual job classification from the date the employee assumed his/her current job classification title.
 - b) Employer Seniority: Length of continuous service with the Employer.
 - c) Bargaining Unit Seniority: Length of continuous service in all job classifications included in the unit in accordance with Article II, Recognition. Bargaining unit seniority shall reflect the length of continuous employment in all job classifications within the unit from the date the employee assumed his/her employment in any job classification included in the bargaining unit.
- 3.12 WORK SHIFT: A work period including rest breaks and a lunch break
- 3.13 REST BREAKS: Periods during the work shift during which the employee remains on continual duty and is responsible for assigned duties. A rest break shall consist of a fifteen (15) minute period.
- 3.14 LUNCH BREAK: A period during the work shift during which the employee remains on continual duty and is responsible for assigned duties. A lunch break shall consist of a sixty (60) minute period.

3.15 Domestic Partner. Any two adults who meet all the following:

- (1) Are not related by blood closer than permitted under marriage laws of the state.
- (2) Are not married
- (3) Are jointly responsible to each other for the necessities of life.
- (4) Are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities.
- (5) Do not have any other domestic partner(s).
- (6) Are both at least 18 years of age.
- (7) At least one of who is employed by City of Windom.

ARTICLE IV EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slow down, or other interruption of or interference with the normal functions of the Employer.

ARTICLE V EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment to establish functions and Programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE VI UNION SECURITY

- 6.1 Upon receipt of written notice from the Union, the Employer agrees to deduct from the wages of employees who authorize such a deduction in writing an amount to equal monthly Union dues. Such monies shall be remitted to the designated officer of the Union, together with a list of the names of the employees from whose wages deductions were made. The Union shall not be entitled to collect dues which may have accrued prior to the receipt of written notice to the Employer.
- 6.2 The Union shall provide the Employer with written notice of the names of those employees who are not members of the Union but who are included in the bargaining unit in accordance with Article I); Recognition. The Employer agrees to deduct from the wages of those employees a fair share fee which shall not exceed eighty-five percent (85%) of the regular monthly dues and shall forward such monies to the designated officer of the Union.
- 6.3 Sections 6.1 and 6.2 shall remain operative only as long as it is specifically provided by law and is otherwise legal.

- 6.4 The Union may designate employees from the bargaining unit to act as Steward and an alternate and shall inform the Employer in writing of such notice and changes in the position of Steward and/or alternate.
- 6.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.6 The Employer shall make space available on the bulletin board for posting Union notice(s) and announcement (s) with specific prior approval of the Employer.
- 6.7 The Employer agrees not to enter into any additional agreements with employees, individually or collectively, concerning any terms or conditions of employment which conflict with this Agreement.
- 6.8 The Employer agrees to allow employees time off in accordance with applicable law for the purposes of conducting Union business and investigating grievances. Such time off must have the prior approval of the Employer-designated representative and shall be provided when time off will not interfere with service needs of the department.

ARTICLE VII EMPLOYEE RIGHTS GRIEVANCE PROCEDURE

7.1 Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

7.2 Union Representatives

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated as provided by 6.2 of this Agreement.

7.3 Processing of a Grievance

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the prior approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 Procedure.

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following Procedure:

- Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after such alleged violation has occurred, present such grievance to the Chief of Police. The Chief of Police will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Chief of Police's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.
- Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Chief of Police. The Chief of Police shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Chief of Police's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.
- Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the City Administrator. The City Administrator shall give the Union the Employer's answer in writing within twenty-one (21) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Administrator's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.
- Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the Union may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) calendar days following the City Administrator's final Step 3 answer. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within ten (10) calendar days. If the parties are unable to agree on the selection of an arbitrator, the Union shall request a list of arbitrators to be submitted to the parties by the Bureau of Mediation Services.

7.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying

or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE VIII SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Windom. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE IX DISCIPLINE

9.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- a) Oral reprimand
- b) Written reprimand
- c) Suspension
- d) Demotion to job classifications as are included in this labor agreement; or
- e) Discharge.

9.2 Notice of suspensions, demotions and discharges will be in written form and will state the reasons for the action taken. The Union will be provided with a copy of such notice.

- 9.3 Written reprimands, notices of suspension, and notice of discharge which are to become part of an employee's personnel file shall be read and acknowledged for receipt by signature of the employee. The employee will receive a copy of such reprimands and notices.
- 9.4 Employees will not be questioned concerning events or circumstances which may lead to disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 9.5 Grievances relating to this Article shall be initiated by the Union in Step 3 of the Grievance Procedure under Article VII.

ARTICLE X WORK SCHEDULES

- 10.1 The sole authority in establishing work schedules is the Employer. The work period shall be twenty-eight (28) consecutive days coinciding with two (2) payroll periods. The normal work year for full-time employees will be 2,080 hours and shall be accounted for by each employee's:
- a) Hours worked on assigned shifts
 - b) Assigned training hours; and
 - c) Authorized paid leave time
- 10.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 10.3 A normal work shift shall consist of a consecutive work period including two (2) fifteen (15) minute rest breaks and a lunch break of sixty (60) minutes. Except in the case of emergency, the Employer-designated representative will provide twenty-one (21) days advance notice of a change in the employee's work schedule in the event the change will affect the employee's scheduled days off.
- 10.4 Work schedules which indicate the employee's shifts, work days and hours shall be established and posted by the Employer. Such schedules shall remain in effect unless changed by the Employer.
- 10.5 Employees may voluntarily switch shifts with the prior approval of the Employer-designated representative. Voluntary switching of shifts shall not obligate the Employer for overtime pay.

ARTICLE XI OVERTIME

- 11.1 Regular full-time employees will be compensated at one and one-half (1-1/2) times the employee's regular base rate of pay for hours worked in excess of the employee's scheduled shift or shifts assigned with less than twenty-one (21) days advance notice which affect the employee's scheduled days off or hours worked in excess

of one hundred sixty (160) hours in a work period. Changes of shifts with twenty-one (21) or more days of advance notice do not qualify the employee for overtime under this Article. All overtime will be authorized by the Employer in advance, except in case of emergency or as otherwise directed by the Employer- designated representative.

- 11.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 11.3 Overtime will be calculated to the nearest fifteen (15) minutes.
- 11.4 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the employee from so working.
- 11.5 Employees may be paid for overtime worked in accordance with Section 11.1 or be allowed to accumulate compensatory time off in accordance with Section 11.1 at the discretion of the Employer. Accrual and use of compensatory time off shall be subject to the prior approval of the Employer and accrual shall not exceed sixty (60) hours. "Employee's shall have the option to cash out compensatory time once per calendar year with said payment made in conjunction with normal payroll."
- 11.6 For the purpose of computing overtime compensation, hours paid for but not worked shall be counted as hours worked.

ARTICLE XII SENIORITY

- 12.1 Seniority rosters shall be maintained by the Employer on the basis of job classification seniority, bargaining unit seniority, and Employer seniority as defined in Article III, Definitions, Section 3.11.
- 12.2 The Employer will provide the Union with an updated seniority roster on January 1st of each year which will include the job classification seniority, bargaining unit seniority, and Employer seniority for each employee.
- 12.3 Employees who separate from employment shall lose their seniority except when such separation is due to layoff. An employee shall be considered separated from employment in case of resignation, retirement, discharge and unauthorized absence for a period of three (3) or more consecutive work days.
- 12.4 An employee who is rehired following separation from employment shall be considered a new employee for purposes of seniority.

ARTICLE XIII LAYOFF AND RECALL

- 13.1 The Employer shall be the sole authority in determining which job classification(s) and department(s) are to be affected by a layoff. Employees shall be laid off on the basis of job classification seniority only when the job-relevant qualification factors between employees are equal. In case job classification seniority between two

employees is equal, bargaining unit seniority shall prevail.

- 13.2 Employees laid off by the Employer shall retain recall rights for a period of twenty-four (24) months from the date of layoff. If an opening occurs in the job classification from which the employee was laid off within the twenty-four (24) month recall period, the employee will be recalled to fill that position, provided that at the time of recall, the employee meets the qualifications and other conditions of employment as determined by the Employer. It shall be the employee's responsibility to keep the Employer informed of the employee's current address. The Employer shall notify employees on layoff to return to work within two (2) weeks of receipt of receipt of notification to be eligible for re-employment. If the Employer does not receive confirmation of receipt of this notice within thirty (30) calendar days of sending it by certified mail, the Employer may fill the vacant position to which the employee was recalled and the employee loses recall rights to that position.
- 13.3 An employee laid off in one job classification shall have the right to displace an employee in a job classification of equal or less pay within the bargaining unit in accordance with Section 13.1 provided that:
- 13.31 The employee meets the qualifications and other conditions of employment of the job classification as determined by the Employer.
- 13.32 The employee's job performance is satisfactory as determined by the Employer.
- 13.33 The employee has job-relevant qualifications which are equal to those of the employee who would be displaced as determined by the Employer; and
- 13.34 The employee has greater bargaining unit seniority than that of the employee who would be displaced.

ARTICLE XIV PROBATIONARY PERIOD

- 14.1 The probationary period for a newly hired full-time or part-time employee shall extend one thousand and forty (1040) hours from the date of hire.
- 14.2 The probationary period for a promoted full-time employee shall extend one thousand and forty (1040) hours from the date of promotion, and the probationary period for a promoted part-time employee shall extend five hundred and twenty (520) hours from the date of promotion.
- 14.3 A newly hired probationary full-time employee shall accrue vacation and sick leave beginning the date of hire. Earned sick leave may be used by a probationary employee in accordance with Article XVIII, Sick Leave. Earned vacation and the floating holiday may not be used until after completion of the probationary period.
- 14.4 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be replaced in the position previously held at the discretion of the Employer. An employee who has been promoted may elect to return to the employee's former position within thirty (30) calendar days of the promotion.

14.5 A probationary employee who completes his/her probationary period shall be listed on the seniority roster as follows:

14.51 As of the last date of hire into the employee's current job classification for job classification seniority;

14.52 As of the last date of hire into any job classification within the bargaining unit for bargaining unit seniority; and

14.53 As of the last date of hire for Employer seniority.

14.6 A newly hired employee who fails to complete the probationary period will not be paid for accrued unused sick leave or vacation.

ARTICLE XV JOB POSTING

15.1 When job vacancies occur within the bargaining unit or when new job classifications are created within the bargaining unit, notices of such vacancies or new classifications will be posted within the department for fourteen (14) calendar days prior to the filling of such vacancies. Interested employees shall apply in writing in accordance with procedures established by the Employer.

15.2 Job vacancies within the bargaining unit shall be filled whenever practicable by transfer or promotion from within. The Employer retains the right of final decision in filling the vacancy. Job vacancies may be simultaneously posted internally and announced externally.

15.3 To be considered for a job vacancy, an employee must:

15.31 Apply for the job opening in the manner specified in the job posting;

15.32 Meet the job-relevant qualifications and other conditions of employment of the job classification as determined by the Employer, and

15.33 Be performing satisfactorily in the employee's current position as determined by the Employer.

15.4 Employees shall be promoted or transferred on the basis of job-relevant qualifications as determined by the Employer and seniority. In the event that the job-relevant qualifications of employees are equal as determined by the Employer, bargaining unit seniority shall prevail. In the event of a tie with respect to bargaining unit seniority, Employer seniority shall prevail.

15.5 An employee who is promoted or transferred shall be subject to the conditions of Article XIV, Probationary Period.

ARTICLE XVI HOLIDAYS

16.1 Regular full-time employees who are scheduled to work on any of the holidays observed by the Employer will

receive ten (10) hours of holiday pay at the straight time rate plus an additional ten (10) hours, of pay at one and one-half (1-1/2) times the employee's regular base pay rate for any portion of the work schedule which falls on the actual holiday.

These holidays are as follows:

- | | |
|------------------------|-------------------|
| New Year's Day | Labor Day |
| President's Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Eve Day |
| Martin Luther King Day | Christmas Day |
| | Floating Day (1) |

Easter Sunday will be a paid holiday only for those employees who are scheduled to work on that day. Pay will be calculated as per paragraph one (1) of Section 16.1.

- 16.2 Regular full-time employees who are off-duty on any of the holidays observed by the Employer will receive ten (10) hours of holiday pay at straight time.
- 16.3 Regular full time employees will receive one (1) ten (10) hour floating holiday as time off. The floating holiday will be scheduled with the prior approval of the Employer-designated representative. If the floating holiday is not utilized by an employee prior to the employee's termination from employment, the employee will not be paid for it. To be eligible for the floating holiday, a newly hired employee must have completed the probationary period. The floating holiday must be utilized within the year it accrued.
- 16.4 When a holiday observed by the Employer occurs during an employee's vacation period, it will not be subtracted from the employee's accrued vacation.

ARTICLE XVII VACATION

- 17.1 The maximum amount of vacation that can be earned/accrued, at any time, is two hundred-thirty (230) hours.

Employees reaching the maximum level of two hundred - thirty (230) hours will not earn/accrue additional vacation until their vacation balance is under two hundred thirty (230) hours.

Regular, full-time employees shall accumulate paid vacation in accordance with the following schedule based on completion of years of continuous service.

Years of Continuous Service	Completed Hours of Vacation
1 year	40 hours (3.33 hours per month)
2 years	80 hours (6.67 hours per month)
4 years	96 hours (8.00 hours per month)

7 years	120 hours (10.00 hours per month)
8 years	128 hours (10.67 hours per month)
9 years	136 hours (11.33 hours per month)
10 years	144 hours (12.00 hours per month)
11 years	152 hours (12.67 hours per month)
12 years	160 hours (13.33 hours per month)
13 years	168 hours (14.00 hours per month)
14 years	176 hours (14.67 hours per month)
15 years	184 hours (15.33 hours per month)
16 years	192 hours (16.00 hours per month)
17 years	200 hours (16.67 hours per month)
20 years	216 hours (18.00 hours per month)
25 years	230 hours (19.17 hours per month)

17.2 Time on suspension without pay, unpaid leave of absence or lay off shall not be counted in accruing vacation.

17.3 Vacation may be used as it is accrued, except as provided for in Section 17.4, but not in anticipation of accruals.

17.4 An employee may not take vacation until after six (6) months (1040 hours) of continuous service has been completed.

17.5 Employees shall submit vacation requests at least thirty (30) days prior to the date requested off, whenever possible. Vacation requests submitted with less than thirty (30) days advance notice may be granted, at the discretion of the Employer-designated representative. The times during which vacation may be used must be approved in advance by the Department Head or designee. Scheduled vacations are subject to postponement by the Employer or Employer-designated representative in case of emergency. The Employer-designated representative shall respond, in writing, to requests for vacation as soon as is practicable.

17.6 Upon resignation, retirement, termination or other separation of service an employee who has completed a minimum of one (1) year of continuous service and who resign in good standing with two (2) weeks of advance notice shall be compensated for vacation benefits earned and not used at the time of separation up to a maximum of eighty (80) hours. Accrued, unused vacation leave shall be calculated to the nearest hours per month at the employee's base pay rate which is in effect at the time of separation. Credit for the month in which the employee leaves will be given only when the employee is on paid status through the fifteenth of that month.

17.7 Employees with greater bargaining unit seniority will be given preference in scheduling vacations until April 1st of each year. After April 1st, bargaining unit seniority shall not apply and consideration shall be made on a "first come, first served basis.

17.8 In case of extenuating circumstances, such as staffing shortages or other reasons of business necessity,

accrued vacation beyond the maximum identified in Section 17.1 may be allowed only at the sole discretion of the Employer-designated representative and subject to approval by the City Council. Under no circumstances may an employee waive vacation rights for the purpose of earning double pay. Requests shall be granted or denied on the basis of business related reasons.

17.9 In the event of the employee's separation from employment due to sickness, injury, or death, payment shall be made to the employee or the employee's beneficiary for accrued unused vacation.

ARTICLE XVIII SICK LEAVE

- 18.1 Regular full-time employees shall earn sick leave at the rate of eight (8) hours per month to a maximum of one thousand (1000) hours.
- 18.2 Employees who are employed before the fifteenth of the month shall accrue eight (8) hours of sick leave for that month. Employees hired after the fifteenth of the month shall not accrue sick leave until the following month.
- 18.3 Sick leave benefits shall only accrue when an employee is on paid leave status or, in accordance with state and federal laws, or when an employee is on approved military leave. Sick leave shall not accrue during unpaid leave of absence.
- 18.4 Paid sick leave may be granted only if it has been earned and it shall be deducted from accrued sick leave in hourly increments. To be eligible for sick leave payment, an employee must notify the Employer-designated representative as soon as possible from the starting time of the employee's scheduled shift. This notice may be waived if the employee can conclusively establish that the employee could not reasonably have been expected to comply with this requirement due to circumstances beyond the control of the employee. The employee must keep the Employer-designated representative informed of the approximate date of the employee's return to work.
- 18.5 An employee may utilize his/her earned sick leave on the basis of a request approved by the Employer for absences necessitated by the following:
- 18.51 Inability to perform the duties of his/her position because of illness or injury;
 - 18.52 Exposure to contagious disease or legal quarantine;
 - 18.53 Illness of the employee's children for such reasonable periods as his/her attendance with the child may be necessary and in accordance with state and federal laws; and
 - 18.54 Serious Illness or death of a member of the employee's immediate family
- 18.6 In case of serious illness or death of a member of the employee's immediate family, the amount of sick leave which may be granted will be up to a maximum of five (5) work days or forty (40) duty hours per occasion.

The term "immediate family" shall include: The employee's spouse, parent's, siblings, children, step-children, domestic partner (as specified in Article 3.5), grandparents and spouse's parents. The employee is required to provide advance notice of such leave to the Employer-designated representative as soon as possible and must keep that representative informed of the date that the employee expects to return to work.

18.7 An employee shall not be eligible to use sick leave due to inability to perform the duties of his/her position because of injury incurred while working for another employer.

18.8 Sick leave usage will not be allowed for illness or injury resulting from misconduct on duty.

18.9 Sick leave usage shall be subject to approval and verification by the Employer.

ARTICLE XIX JURY DUTY

19.1 An employee who is required to serve as a juror will be paid the employee's regular base pay. Following completion of jury service, an employee shall present the check received for jury service to the Employer. The Employer shall allow the employee to keep any check issued by the court for mileage, fees and expenses.

19.2 An employee shall notify the Employer-designated representative in advance of the required reporting time for jury service.

19.3 An employee who is excused from jury service prior to the end of the employee's duty day shall return to work.

19.4 In the event that an employee leaves the City's employment prior to completion of jury service, the Employer shall deduct the appropriate amount of reimbursement which the employee is owed for jury service from the employee's final pay check and benefits.

ARTICLE XX SEVERANCE PAY

20.1 A regular full-time employee who is separated from employment due to resignation after 10 years of continuous service with the City of Windom shall receive severance pay in an amount to be calculated at the employee's base pay rate upon resignation for twenty-five percent (25%) of the employee's accrued, unused sick leave.

A regular full-time employee who is separated from employment due to resignation after 20 years of continuous service with the City of Windom, or death shall receive severance pay in an amount to be calculated at the employee's base pay rate upon death or resignation for thirty-five percent (35%) of the employee's accrued, unused sick leave.

20.2 In the event of the death of an employee, the severance pay owed under Section 20.1 shall be paid to the employee's estate.

20.3 A retiring regular full-time employee may elect to apply accrued sick leave benefits to the group health insurance

program (see Appendix B).

ARTICLE XXI CALL BACK

- 21.1 An employee who is called back to duty during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's base pay rate.
- 21.2 An employee on call back is considered to be on duty for the full three hours. Additional call backs received within the same three-hour call back period do not qualify for additional call back pay.
- 21.3 When an employee is required to sign a complaint on the employee's off-duty time, it shall be considered a call back and will be compensated for in accordance with this Article.

ARTICLE XXII COURT TIME

- 22.1 An employee who is required by the Employer to appear in court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the employee's base pay rate.
- 22.2 An extension of or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum.

ARTICLE XXIII MILITARY LEAVE OF ABSENCE

Military leaves of absence will be administered in accordance with applicable laws.

ARTICLE XXIV INSURANCE

- 24.1 A. The Employer will pay 75% of the premium cost for group health insurance for each full time employee who selects either single or family coverage. The employee will pay the remaining 25% of the premium cost. In subsequent years where insurance premiums increase or decrease, the total cost of the premium will continue to be paid at the rate of 75% by the employer, and the remaining 25% will be paid by the EMPLOYEE.

For the years of 2019 and 2020, if there is an increase to the health insurance premium renewals equal to or more than 12%, the CITY and the UNION agree to reopen only this section (Article XXIV) of the contract for discussion.

B. The CITY will offer at least one Health Insurance plan of both single and family coverage, where the CITY's annual contribution into the EMPLOYEE'S VEBA or HSA, as defined within Section 24.6 herein, will cover that plan's deductible as long as said plan is available through SWWC Coop and Blue Cross Blue Shield. If such a health plan is no longer available City and LELS agree to meet and reopen this section (Article XXIV) of the contract for discussion.

C. If the CITY offers more than one (1) health insurance policy option, the employee shall have the annual option of which plan to select. City agrees to pay the premium for any plan offered by the City and selected by employee as shown in paragraph A above.

D. At least one Health Insurance Plan offered will be substantially similar to the benefit package as described in the 2015-17 contract as being Plan #830. Other plans that may be offered by the City may or may not be substantially similar.

E. The CITY'S contribution for insurance premiums, VEBA or HSA will be made in monthly installments of equal payments or as close as possible.

24.2 It is understood that the Employer's only obligation is to pay the Employer's contribution for group insurance premiums as agreed to herein. The Employer is not liable for claims as a result of the denial of insurance benefits by an insurance carrier.

24.3 **VEBA:** On January 1, 2005, the CITY adopted the Minnesota Service Cooperatives VEBA Plan and the Employee Benefits Trust Agreement for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. The CITY and employees assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitute a voluntary employees; beneficiary association under Section (c)(9) of the Internal Revenue Code. It is further intended that the benefits offered through the VEBA Plan and Trust satisfy the requirement of Revenue Ruling 2202-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002).

24.4 **Benefits provided through the VEBA.** The CITY shall provide the following welfare benefit arrangement through the VEBA Plan:

The Health Reimbursement Arrangement for Active Employees.

24.5 **Payment of Fees.** The CITY will pay for annual enrollment fees for active employees enrolling in the VEBA and/or Section 125 Plans, and for administrative fees allocable to individual accounts of active employees. Investment fees allocable to individual accounts of active employees shall be paid from the account. Administrative and investment fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative and investment fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

24.6 **City Contributions to the Health Reimbursement Arrangement for Active Employees:**

A. **Contributions to the Active Employees' Health Reimbursement:** The CITY will make a monthly contribution to the employee accounts under the Health Reimbursement Arrangements for Active Employees who are members of this Collective Bargaining Agreement in accordance with the following for the term of January 2018 – December 2020. Employees may annually select that this contribution go to an established VEBA Account or to a Health Savings Account (HSA) if the employee is eligible for an HSA under federal law.

\$100.00 for each qualified employee who elects single coverage under the group health plan described in 24.1B; and

\$200.00 for each qualified employee who elects family coverage under the group health plan described in 24.1B

B. **Grants:** The City agrees to pass through each individual employee's account, unit incentive program grants received from the SW/WC Co-op.

24.7 Full-time regular employees will be eligible to participate in the City's insurance program. All seasonal, temporary and intermittent employees and regular part-time employees will not qualify for insurance coverage.

24.8 The City shall pay the premium for PERA Life Insurance.

24.9 "In the event the health insurance provision of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer."

ARTICLE XXV UNIFORMS

25.1 The Employer shall furnish to each new employee the uniform as required by the Employer.

25.2 The Employer will provide each full-time employee with an annual uniform allowance of six hundred and seventy-five dollars (\$675.00) for 2018. In 2019 the Uniform Allowance will increase to seven hundred dollars (\$700.00) for 2019 and 2020.

25.3 The City will provide a duty weapon for each officer. The weapon will remain the property of the City. The Department Head will meet and confer with the officers in the selection of the weapon model and caliber. The City of Windom or its designated representative will have final authority approving purchase.

ARTICLE XXVI STANDBY PAY

An employee who is scheduled to standby during the employee's scheduled off-duty time shall be compensated at the rate of two dollars and fifty cents (\$2.50) for each hour served on standby status.

ARTICLE XXVII TRAINING AND EXPENSES

27.1 Time assigned to training which is required and authorized by the Employer will be compensated for in accordance with Appendix A, Wage Schedule, Article XI, Overtime, where applicable and prevailing laws.

- 27.2 At the discretion of the Employer, compensation for training assigned during an employee's scheduled off-duty time shall be provided for either in pay or compensatory time off at the applicable rate.
- 27.3 Expenses incurred by the employee for training assigned by the Employer shall be reviewed by the Employer-designated representative. Reasonable expenses as determined by the Employer shall be reimbursed.
- 27.4 Mileage reimbursement for Employer business use of an employee's vehicle shall be made in accordance with the rate currently established by the Internal Revenue Service (IRS) Such rate will become effective as of the date on which the Employer receives notice of the established rate.

ARTICLE XXVIII WORKERS COMPENSATION SUPPLEMENT

- 28.1 An employee who is injured in the performance of the employee's job duties and who is eligible to receive Workers Compensation benefits may receive a supplement to the Workers Compensation benefits as follows:
- 28.11 The Employer will pay the difference between the employee's regular pay and Worker's Compensation insurance payments for a period of up to sixty (60) calendar days per injury, without deductions to employee's vacation or sick leave. The difference in pay will be paid by the City for an initial period of thirty (30) days, the next thirty (30) days may be covered through the use of sick leave or vacation (employee's option) and the City shall cover the last thirty (30) days of payment of difference between the employee's regular pay and Worker's Compensation insurance payments.
- 28.12 The amount to be deducted from the employee's earned accrued sick leave, earned accrued vacation leave, and accrued compensatory time off shall be the difference between the Workers Compensation benefit and compensation for the employee's normal work day or work week.
- 28.13 Under no circumstances shall an employee who receives Workers Compensation benefits and the supplement noted in Sections 28.11 and 28.12 receive compensation which is in excess of the employee's normal work day or normal work week.
- 28.2 An employee may receive the supplement noted in Sections 28.11 and 28.12 as deducted from the employee's earned accrued sick leave, earned accrued vacation leave, and accrued compensatory time off until such leave is exhausted. At such time, the supplement shall cease and the employee shall receive only the Workers Compensation benefits.

ARTICLE XXIX LIABILITY INSURANCE

The Employer will continue to provide and pay for liability insurance and to indemnify employees in accordance with the statutory provisions of M.S. 466.07.

ARTICLE XXX UNPAID LEAVE OF ABSENCE

- 30.1 An employee may request an unpaid leave of absence not to exceed one (1) year by submitting such request in writing to the Employer-designated representative and simultaneously to the City Council. The request must state the length of the proposed leave, the reason therefore, and the requested starting date of the leave.
- 30.2 The City Council may, at its sole discretion, approve or deny the request and will provide a written response to the employee as soon as is practicable.
- 30.3 During an unpaid leave of absence, seniority shall not accrue.

ARTICLE XXXI WAIVER

- 31.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 31.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered in this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed

ARTICLE XXXII DURATION

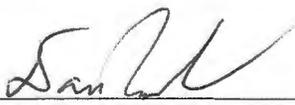
This Agreement shall be effective as of January 1, 2018 and shall remain in full force and effect until December 31, 2020.

In witness whereof, the parties hereto have executed this Agreement on this _____ day of _____, 2017

FOR THE CITY OF WINDOM:

Mayor

LAW ENFORCEMENT LABOR SERVICES, INC.



Steward

Julius Maxwell
Steward

Am. K. H.

City Administrator

Business Agent

APPENDIX A

WAGE RATES FOR POLICE OFFICERS

The wage schedule shall be as follows:

Years of Continuous Service	Effective 1/1/2018	Effective 1/1/2019	Effective 1/1/2020
Beginning 1 st year	22.07	22.77	23.48
Beginning 2 nd year	22.59	23.30	24.03
Beginning 3 rd year	23.04	23.76	24.50
Beginning 4 th year	23.55	24.28	25.03
Beginning 5 th year	24.04	24.78	25.55
Beginning 6 th year	24.55	25.31	26.08
Beginning 7 th year	25.12	25.89	26.68
Beginning 8 th year	25.64	26.43	27.22
Beginning 9 th year	26.18	26.97	27.78
Beginning 10 th year	26.74	27.54	28.37
Beginning 11 th year	27.37	28.19	29.03
Beginning 12 th year	28.48	29.32	30.19

The preceding wage schedules shall not constrain the Employer from hiring an employee at any step in the schedule.

Progression through the wage schedule on the employee's anniversary date shall require satisfactory performance as determined by the Employer, but nothing will prevent accelerated movement throughout the step schedule at the discretion of the Employer.

APPENDIX B

**RETIRING CITY EMPLOYEE ELECTION TO APPLY ACCRUED SICK LEAVE
BENEFITS TO GROUP HEALTH INSURANCE PROGRAM**

WHEREAS, the undersigned, an employee of the City of Windom ("Employer") is contemplating retirement from the Employer, and

WHEREAS, the undersigned has accrued sick leave benefits, which sums are currently held in an account maintained by the Employer, and pursuant to the current labor contract between the Employer and its employees, said accrued sick leave benefits will vest to the undersigned upon his/her retirement from the Employer; and

WHEREAS, the current labor contract with the Employer also provides that retired employees may continue to participate in the existing group health insurance program offered by the Employer for a term equal to that allowed under the federal COBRA laws which the employee would pay for. Further, a retiring employee may elect, irrevocably, prior to sixty (60) days of his/her actual retirement date, to apply some or all of the sick leave benefits, on a pre-taxed basis, to a maximum of fifty percent (50%) (instead of 35%), of the maximum of 1000 hours referred to in the employment contract toward payment of the monthly premiums of such health insurance program.

NOW THEREFORE, the undersigned does hereby agree as follows:

1. The undersigned irrevocably elects to apply 50% (valued as of the date of retirement from the Employer) of his/her accrued sick leave benefits toward payment of monthly premiums of the undersigned's group health insurance as provided by Employer. The premium payments may also apply for coverage of the undersigned's family members or other qualified persons, as provided in the labor contract and the group health insurance plan.

The undersigned understands that upon his/her retirement date, the amount of his/her accrued sick leave benefits will be calculated based upon a maximum of 50% of the maximum of 1000 hours referenced in the employment contract, and the percentage elected above will then be applied to that amount, thereby representing the designated amount to be held by the Employer for payment of the aforementioned premiums. Premiums will then be paid out of the account and applied for coverage until fully depleted. The account will not bear interest. The undersigned may request a written statement of current balance of the account, but not more than twice per annual period.

2. Employer is instructed to and agrees to maintain the designated amount of the undersigned's accrued sick leave benefits in an escrow account of Employer's choosing. Employer may not release any of these designated funds to the undersigned, his/her heirs, successors or assigns.
3. This election is irrevocable to the undersigned employee, his/her heirs, successors or assigns.

4. Once this election is made, the undersigned, his/her heirs, successors or assigns understand that they shall forfeit any right to the cash payment or other use of the designated amount of the benefits retained by the Employer, except for the purpose of the Employer applying said benefits toward the health insurance coverage mentioned herein. Should the undersigned, his/her heirs, successors or assigns, and any other qualified group health program recipient associated with the undersigned either terminate their participation in the group health program for any reason, whether by voluntary termination, death or otherwise, the Employer shall be entitled to any remaining funds in the escrow account.

5. The undersigned agrees that he/she is solely responsible for any and all liability created under the federal and state income tax laws attributable to the retirement of his/her accrued sick leave benefits and the election made herein. The undersigned agrees to indemnify and hold the Employer harmless for any such liability or obligations, if any. Further, the undersigned agrees that the Employer makes no representations concerning the tax treatment of accrued sick leave payments and the election made herein, and the undersigned has not relief upon any such representation. The undersigned agrees that he/she has had the opportunity, if so desired, to consult with an attorney or tax advisor prior to making this election.

DATED: _____

EMPLOYEE

(Signature)

(Social Security Number)

(Address)

DATED: _____

EMPLOYER - CITY OF WINDOM

By _____

Its _____

MEMORANDUM OF UNDERSTANDING
City of Windom and Law Enforcement Labor Services, Inc.

Investigator Position – Trial Period

Whereas, the City of Windom seeks to create an investigator position and evaluate its effectiveness from January 1, 2018 through December 31, 2018; and

Whereas, the City and Law Enforcement Labor Services, Incorporated are parties to a labor agreement; and

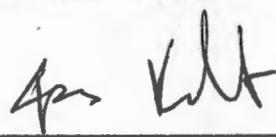
Whereas, both parties agree to the investigator position trial period as shown herein.

1. Position will be an assignment by the City of Windom. Officer to be selected by the City at its sole discretion.
2. Duties will generally include investigation of gross misdemeanors, felony cases, family services investigations of MN Vulnerable Adult Reports and Child Protection Report, unattended deaths and other duties as reasonably evident or assigned by the Police Chief or Assistant Chief.
3. This position will work cooperatively with other Windom PD Officers in an efficient manner to resolve cases.
4. Compensation for officer assigned to this investigator position will be \$1.00 per hour above the officer's current pay at whatever step the assigned officer is at on the LELS pay scale.
5. Assignment of investigator position shall not be rotated by the City during the term of this Memorandum of Understanding without the concurrence of Law Enforcement Labor Services, Inc.
6. Investigator, if requested by the Police Chief or Assistant Chief, is subject to call out under the same terms and conditions as other officers. If Investigator would be "on call" this position will receive on call pay as defined in Article 26 Standby Pay.
7. If Investigator assigned to this position chooses to rotate out of the position at any time the officer shall notify the Police Chief in writing. Said officer shall be returned to a Patrol Officer classification. If a change is made, either by the member or Police Chief to switch back to patrol, the member holding the Investigator position will fill the shift of the member they are changing positions with until the next bidding process for shifts occurs.

8. Scheduling – A “typical” shift for investigator will be 0900 to 1700 as set by the City. Depending on the needs of the investigator and City to perform the duties a flexible schedule option may be approved by the City.
9. Covering Patrol Shifts – The investigator shall be required to cover patrol shifts as directed by the Police Chief or Assistant Chief. Investigator shall receive compensation as defined in #4 if covering a patrol officer shift.
10. Absence of investigator (vacation, sick leave, etc.) - If City assigns another officer to fill for investigator in excess of 5 (five) shift rotations the assigned officer shall receive compensation as shown in #4 above.
11. Holidays – Investigator is subject to the terms and conditions of the LELS labor agreement.

Not less than 15 days prior to termination of this Investigator Position – Trial Period both parties agree to meet and confer about compensation and continuation of the position. Such discussion may include the following: A) Permanent position created or not created; B) If position established looking at MOU for any changes and/or C) Additional Trial Period necessary for cause to be determined by the parties

City of Windom



Law Enforcement Labor Services, Inc.

Yous Nared

Steward

Steward

ACTION ITEM



CITY OF WINDOM
444 9th Street
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127
www.windom-mn.com

TO: City Council
FROM: Personnel Committee
DATE: December 12, 2017
RE: Labor Agreement between the City of Windom and the International Brotherhood of Electrical Workers
DEPT: Administration
CONTACT: Steve Nasby: Steve.Nasby@windommn.com 

Recommendations/Options/Action Requested

The Personnel Committee recommends that the City Council take the following action:

1. Approve the International Brotherhood of Electrical Workers (IBEW) labor agreement as presented.

Issue Summary/Background

The City's Personnel Committee and IBEW have negotiated for a three-year extension of the labor agreement between the parties. This agreement primarily adjusts wages and addresses changes in health insurance benefits.

Fiscal Impact

General wage adjustments for all employees in the bargaining unit to include \$0.55/hour in 2018, 2.25% in 2019 and 2.35% in 2020. In addition, some positions received "market" adjustments ranging from \$0.15 to \$0.65/hour. To help off-set the rising cost of health insurance the new agreement will include a reduction of annual VEBA payments to \$1,200 (single) and \$2,400 (family). In addition, two new higher deductible health insurance plan options will be offered to employees with the highest deductible plan being Health Savings Account eligible.

Attachments

1. Proposed labor agreement between the City of Windom and International Brotherhood of Electrical Workers.

LABOR AGREEMENT
BETWEEN
CITY OF WINDOM
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 949

JANUARY 1, 2014 THROUGH DECEMBER 31, 2017
2018 **2020**

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MASTER LABOR AGREEMENT
BETWEEN
CITY OF WINDOM
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 949

ARTICLE I - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the CITY OF WINDOM, hereinafter called the EMPLOYER, and I.B.E.W. LOCAL UNION 949, hereinafter called the UNION.

- 1.1 It is the intent and purpose of this AGREEMENT to:
 - 1.1.1 Establish an equitable and orderly procedure for the resolution of disputes concerning this AGREEMENT'S interpretation and application; and
 - 1.1.2 Place in written form the parties' agreement upon the rates of pay, hours of work and other terms and conditions of employment contained herein; and
 - 1.1.3 Promote harmonious relations between the EMPLOYER and the UNION.
- 1.2 The EMPLOYER and the UNION, through this AGREEMENT continue and pledge their dedication to the highest quality of public service.

ARTICLE II - RECOGNITION

2.1 The EMPLOYER recognized the UNION as the exclusive representative for:

"All employees of the City of Windom, Minnesota, who are public employees within the meaning of Minnesota Statutes, 179A.03, Subd. 14, excluding supervisory, confidential and all other employees."

2.2 "All other employees" as referred to in Section 2.1 includes essential employees and employees of the Windom City Hospital.

2.3 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

2.4 For the purposes of determining inclusion or exclusion of part-time employees whose job class falls within the definition of the unit, employees must work fourteen (14) or more hours in twenty-six (26) or more weeks per year.

ARTICLE III - DEFINITIONS

- 3.1 UNION: The International Brotherhood of Electrical Workers, Local Union 949.
- 3.2 UNION MEMBER: A member of I.B.E.W., Local Union 949.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit as described in ARTICLE II of this AGREEMENT.
- 3.4 REGULAR EMPLOYEE: An employee who has completed the required probationary period.
- 3.5 PROBATIONARY EMPLOYEE: An employee who has not completed the required probationary period.
- 3.6 EMPLOYER: The City of Windom
- 3.7 UNION OFFICER: Officer elected or appointed by I.B.E.W., Local Union 949.
- 3.8 BASE PAY RATE: The employee's hourly pay rate exclusive of any other special allowances.
- 3.9 WORK SHIFT: A work period including rest breaks and a lunch break.
- 3.10 REST BREAKS: A rest break shall consist of a fifteen (15) minute paid period.
- 3.11 LUNCH BREAKS: A lunch break shall consist of a sixty (60) minute unpaid period.
- 3.12 RETIREMENT: Shall mean a bona fide retirement as defined by the Minnesota Public Employees Retirement Association (PERA) or an employee's retirement age as defined by the federal Social Security Administration.

ARTICLE IV - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT it will not cause, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER as prohibited by Minnesota Statutes, chapter 179A.

ARTICLE V - EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to establish work schedules and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE VI - UNION SECURITY

- 6.1 Upon receipt of written notice from the UNION, the EMPLOYER agrees to deduct from the wages of employees who authorize such deduction in writing an amount to equal monthly UNION dues. Such monies shall be remitted to the designated officer of the UNION, together with a list of the names of the employees from whose wages deductions were made. Written notice of any change in monthly deductions will be submitted thirty (30) calendar days in advance by the UNION to the EMPLOYER.
- 6.2 The UNION may designate employees from the bargaining unit to act as Stewards and alternates and shall inform the EMPLOYER in writing of such notice and changes in the position of Stewards and/or alternates.
- 6.3 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.
- 6.4 UNION Stewards and representatives shall have access to the premises of the EMPLOYER with the prior approval of the EMPLOYER-designated representative at reasonable times and subject to reasonable rules to investigate and process grievances.

ARTICLE VII - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITIONS OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of the AGREEMENT.

7.2 UNION REPRESENTATIVES

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated as provided by 6.2 of this AGREEMENT.

7.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal work hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal work hours provided that the employee and the UNION representative have notified and received prior approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.4 PROCEDURE

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a grievance as defined in Section 7.1, shall, with the employee's UNION representative, present the grievance to the employee's supervisor as designated by the EMPLOYER within five (5) work days after such alleged violation has occurred. The employee's supervisor will discuss and provide an oral answer within five (5) workdays after receipt.

Step 2: In the event that the grievance is not resolved in Step 1, the UNION may present and discuss the written grievance to the EMPLOYER-designated Step 2 representative within five (5) work days of the Step 1 response or be considered waived. The written grievance must include the nature of the grievance, the facts on which it is based, the specific provision(s) of the AGREEMENT allegedly violated and the remedy sought. The EMPLOYER-designated representative shall provide a written response within twenty-one (21) work days after receipt of the Step 2 grievance.

Step 3: In the event that the grievance is not resolved in Step 2, the UNION may submit the grievance to the Minnesota Bureau of Mediation Services within five (5) work days of the Step 2 response or be considered waived. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within five (5) work days following the EMPLOYER-designated representative's final Step 3 answer.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the UNION may be submitted to arbitration by request for a list of arbitrators made within five (5) work days following the EMPLOYER-designated representative's final Step 3 answer. The request shall be

made to the Minnesota Bureau of Mediation Services which shall provide a list of arbitrators in accordance with its rules. The parties shall determine who strikes first by a flip of the coin with the loser striking first. The parties shall alternately strike names until one (1) name remains on the list. The arbitrator shall be notified of his/her selection by a letter from the parties.

7.5 ARTIBRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 WAIVER

If a grievance is not presented or appealed by the UNION within the time limits set forth above, the grievance shall be considered waived. The time limits as stated may be extended upon mutual agreement. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied and may proceed to the next step.

ARTICLE VIII - SAVINGS CLAUSE

In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of the AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE IX - DISCIPLINE

- 9.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) oral reprimand
 - b) written reprimand
 - c) suspension
 - d) demotion
 - e) discharge
- 9.2 Notice of suspensions, demotions and discharges will be in written form and will state the reasons for the action taken. The UNION shall be proved with the copy of such notice.
- 9.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices.
- 9.4 Employees will not be questioned concerning the investigation of events or circumstances which may lead to disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such meeting.
- 9.5 Prior to taking disciplinary action, if the EMPLOYER requires the employee to meet concerning possible disciplinary action, the employee will be given an opportunity to have a UNION representative present at such meeting.
- 9.6 Grievances relating to this Article shall be initiated by the UNION in Step 2 of the grievance procedure under ARTICLE VII.

ARTICLE X - WORK SCHEDULES

- 10.1 The sole authority in establishing work schedules is the EMPLOYER. The normal work year for full-time employees will be 2,080 hours and shall be accounted for by each employee through:
- a) hours worked on assigned shifts
 - b) assigned training hours
 - c) authorized paid leave time
- 10.2 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 10.3 Full-time employees who work an eight (8) hour day shall receive a rest break of fifteen (15) minutes in the morning and in the afternoon. Part-time employees who work less than an eight (8) hour day shall receive a fifteen (15) minute rest break during each four (4) hour period of work.
- 10.4 Full-time employees shall receive a one (1) hour lunch break during each eight (8) hour day.
- 10.5 The EMPLOYER will give no less than seven (7) calendar days of advance notice to the employees affected by a change in scheduled shifts and to the steward. In the event that work is required because of unusual or emergency circumstances such as, but not limited to, fire, flood, snow, sleet or breakdown of municipal equipment or facilities, no advance notice need be given.
- 10.6 The normal work day for a full-time employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday.
- 10.7 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal or annual basis other than the normal work day.
- 10.7.1 The normal work day and work week for Electric Distribution, Telecom and City Hall Administration Departments currently are 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch and a fifteen (15) minute break during each morning and each afternoon Monday through Friday.
 - 10.7.2 The normal work day and work week for the Water and Waste Water Department and Park and Street Department currently are 7:00 a.m. to 4:00 p.m. with one (1) hour for lunch and a fifteen (15) minute break during each morning and each afternoon Monday through Friday.
 - 10.7.3 The normal work day and work week for the Arena Department are based on service needs and currently vary Monday through Sunday to provide the required coverage. Work shifts currently include one (1) hour for lunch and breaks as scheduled.
 - 10.7.4 The normal workday and work week for the Municipal Liquor Store Department are based on service needs and currently vary between the hours of 9:00 a.m. to 10:00 p.m. Monday through Saturday and 1:00 p.m. to 5:00 p.m. on Sunday to provide the required coverage. Work shifts currently include one (1) hour for lunch and breaks as scheduled.

- 10.8 Service to the public may require the establishment of regular work weeks during which work is scheduled on Saturdays and/or Sundays.
- 10.9 The normal work day and the normal work week for part-time employees will be scheduled by the EMPLOYER in accordance with service needs.

ARTICLE XI - OVERTIME

- 11.1 Regular, full-time employees will be compensated at one-and-one-half (1-1/2) times the employee's regular base pay rate for hours worked in excess of forty (40) hours in a seven (7) day period. Changes of shifts do not qualify an employee for overtime under this Article.
- 11.2 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 11.3 Overtime will be calculated to the nearest fifteen (15) minutes.
- 11.4 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 11.5 At the discretion of the EMPLOYER-designated representative, employees may be paid for overtime worked in accordance with Section 11.1 or be allowed to use compensatory time off in accordance with Section 11.1. Accrual and use of compensatory time off shall be subject to the prior approval of the EMPLOYER and accrual shall not exceed sixty (60) hours without EMPLOYER or EMPLOYER-designated representative approval. Employees shall have the option to cash out compensatory time once per calendar year with said payment made in conjunction with normal payroll.
- 11.6 Employees at the Community Center will be compensated at one-and one-half (1-1/2) times the employee's regular base rate for any shift exceeding eight (8) hours.

ARTICLE XII - SENIORITY

- 12.1 Seniority rosters shall be maintained by the EMPLOYER as follows:
- 12.1.1 EMPLOYER seniority will be determined by the employee's length of continuous service with the City of Windom.
 - 12.1.2 Bargaining unit seniority will be determined by the employee's length of continuous service in all positions covered by this AGREEMENT.
 - 12.1.3 Job classification seniority will be determined by the employee's length of continuous service in a position covered by this AGREEMENT.
- 12.2 The EMPLOYER will provide the UNION with an updated seniority roster annually.
- 12.3 Employees who separate from employment shall lose their seniority except when such separation is due to lay-off. An employee shall be considered separated from employment in cases of: resignation, retirement, discharge and unauthorized absence for a period of three (3) or more consecutive work days.
- 12.4 An employee who is rehired following separation from employment shall be considered a new employee for purposes of seniority.
- 12.5 An employee who has been suspended without pay for thirty (30) or more work days shall have his/her seniority date reduced by the number of work days on suspension without pay. An employee who has been found to have been suspended without pay or discharged without cause shall have his/her seniority reinstated.
- 12.6 An employee who has completed the probationary period shall have his/her seniority dates established retroactively.
- 12.7 An employee who is injured while on duty shall retain and continue to accrue seniority while on paid or unpaid approved leave of absence due to such injury. For purposes of progression through the wage schedule, unpaid approved leaves of absence shall not be credited and the employee's anniversary review date shall be set forward by the amount of time on unpaid leave of absence. When an employee who has been injured on duty returns to work, he/she shall be credited with seniority accrued while on paid or unpaid approved leave of absence due to such injury.

ARTICLE XIII - LAY OFF AND RECALL

- 13.1 The EMPLOYER shall be the sole authority in determining which job classification(s) and department(s) are to be affected by a lay off. Employees shall be laid off on the basis of job classification and seniority only when the job relevant qualification factors between employees are equal. In case job classification seniority between two (2) employees is equal, employer seniority shall prevail.

- 13.2 Employees laid off by the EMPLOYER shall retain recall rights for a period of twelve (12) months from the date of layoff. If an opening occurs in the job classification from which the employee was laid off within the twelve (12) month recall period, the employee with greater job classification seniority will be recalled to fill that position provided that at the time of recall, the employee has maintained the job-relevant qualifications required by the EMPLOYER. It shall be the employee's responsibility to keep the EMPLOYER informed of the employee's current address. The EMPLOYER shall notify employees on layoff to return to work by certified mail. The employee must return to work within two (2) weeks of receipt of this notification to be eligible for re-employment. If the EMPLOYER does not receive confirmation of receipt of this notice within thirty (30) calendar days of sending it by certified mail, the EMPLOYER may fill the vacant position to which the employee was recalled and the employee loses recall rights to that position.

ARTICLE XIV - PROBATIONARY PERIOD

- 14.1 The probationary period for a newly hired or promoted full-time employee shall extend six (6) months from the date of hire or promotion.
- 14.2 The probationary period for a newly hired or promoted part-time employee shall extend one thousand and forty (1,040) hours from the date of hire or promotion.
- 14.3 A probationary full-time employee shall accrue vacation and sick leave beginning the date of hire. Earned sick leave and the floating holiday may not be used by a newly hired probationary employee until after completion of the probationary period. Earned vacation may not be used by a newly hired probationary employee until after completion of the probationary period.
- 14.4 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period, a promoted or transferred employee may be replaced in the position previously held at the discretion of the EMPLOYER. A promoted or transferred employee may elect to return to the position previously held within thirty (30) calendar days of transfer or promotion.

ARTICLE XV - JOB POSTING

- 15.1 Job vacancies within the designated bargaining unit will be posted for five (5) work days prior to the filling of such vacancies.
- 15.2 EMPLOYER seniority will be the determining criterion for transfers and promotions within the bargaining unit only when the job-relevant qualification factors between employees are equal as determined by the EMPLOYER.
- 15.3 To be considered for a job vacancy, an employee must:
 - 15.3.1 apply for the job opening in the manner specified in the job posting
 - 15.3.2 meet the job-relevant qualifications and other conditions of employment for the job classification as determined by the EMPLOYER.
 - 15.3.3 be performing satisfactorily in the employee's current position as determined by the EMPLOYER.
- 15.4 Employees shall be promoted or transferred on the basis of job-relevant qualifications as determined by the EMPLOYER and seniority. In the event that the job-relevant qualifications of employees are equal as determined by the EMPLOYER, bargaining unit seniority shall prevail.
- 15.5 An employee who is promoted or transferred shall be subject to the conditions of ARTICLE XIV- PROBATIONARY PERIOD.
- 15.6 EMPLOYER seniority will be the determining criterion for transfers and promotions within the bargaining unit only when the job-relevant qualification factors between employees are equal as determined by the EMPLOYER.

ARTICLE XVI - HOLIDAYS

16.1 Full-time employees shall be compensated for the following holidays which shall consist of eight (8) hours except as otherwise noted:

New Year's Day

Veterans' Day

Presidents' Day

Thanksgiving Day

Memorial Day

Christmas Eve Day

Independence Day

Christmas Day

Labor Day

Martin Luther King Day

One (1) Floating Holiday

16.2 In the event that an eight (8) hour holiday falls on a Sunday, the following Monday shall be observed as the holiday. In the event that an eight (8) hour holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. In the event that Christmas falls on a Saturday, the preceding Friday shall be observed as the Christmas holiday and the preceding Thursday shall be observed as the Christmas Eve holiday. In the event that Christmas falls on a Sunday, the following Monday shall be observed as the Christmas holiday and the preceding Friday shall be observed as Christmas Eve. In the event Christmas falls on a Monday, the preceding Friday will be observed as the Christmas Eve holiday.

16.3 Employees shall be required to work their last regularly scheduled work day prior to the holiday and their next regularly scheduled work day following the holiday in order to receive holiday pay unless the employee has an approved absence due to illness or injury or is on approved vacation leave.

16.4 The floating holiday will be scheduled with the prior approval of the EMPLOYER-designated representative. If the floating holiday is not utilized by an employee prior to the employee's termination from employment, the employee will not be paid for it. Floating holiday shall not be carried over from one calendar year to the next if not used by the employee in the year it was earned. To be eligible for the floating holiday, a newly hired employee must have completed the probationary period.

16.5 An employee who is required by the EMPLOYER to work on a designated holiday will be paid at the rate of one and one-half (1-1/2) times the employee's base pay rate for actual hours worked. The employee will also receive pay for the holiday in accordance with Section 16.1 at the employee's base pay rate.

ARTICLE XVII – VACATION

17.1 For employees hired prior to December 31, 2008, the vacation accrual rate will change on January 1 of each year based on the number of years of service according to the schedule herein. The vacation accrual rate for employees hired after December 31, 2008 will change annually upon the anniversary of their hire date according to the schedule herein.

- Starting in 2015 the maximum vacation that may be carried over and/or accrued at any time is limited to 230 hours. Upon separation by resignation, death, serious illness or retirement the maximum pay out of vacation time shall be 80 hours.

NOTE : Employees reaching the maximum accrual level of 230 hours at any time within the term of this agreement shall not accrue or have credited to their account any additional vacation time until their vacation balance is under the maximum allowed herein.

Vacation may be used as it is accrued, but not in anticipation of accruals. No vacation may be used before completion of the probationary period.

Regular, full-time employees shall accumulate paid vacation in accordance with the following schedule based on completion of years of continuous service:

<u>YEARS OF CONTINUOUS SERVICE COMPLETED</u>	<u>HOURS OF VACATION</u>
1 Year	40 hours (3.33 hrs per month)
2 Years	80 hours (6.67 hrs per month)
5 Years	120 hours (10.00 hrs per month)
8 Years	128 hours (10.67 hrs per month)
9 Years	136 hours (11.33 hrs per month)
10 Years	144 hours (12.00 hrs per month)
11 years	152 hours (12.67 hrs per month)
12 Years	160 hours (13.33 hrs per month)
13 years	168 hours (14.00 hrs per month)
14 Years	176 hours (14.67 hrs per month)
15 Years	184 hours (15.33 hrs per month)
16 Years	192 hours (16.00 hrs per month)
17 years	200 hours (16.67 hrs per month)

- 17.2 Part-time employees who are regularly scheduled to work forty (40) hours or more in a payroll period shall accumulate paid vacation on a pro-rata basis in accordance with the accrual schedule established in Section 17.1.
- 17.3 Time on suspension without pay, unpaid leave of absence or lay off shall not be counted in accruing vacation.
- 17.4 No vacation may be used before completion of an employee's probationary period.
- 17.5 The times during which vacation may be used must be approved in advance by the Department Head or designee. Scheduled vacations are subject to postponement by the EMPLOYER or EMPLOYER-designated representative in case of emergency.
- 17.6 In determining vacation schedules, the Department Head shall consider the following:
- 17.6.1 First, the service needs of the EMPLOYER.
 - 17.6.2 Second, the wishes of the employees in regard to vacation dates and preference for vacation periods for the coming calendar year.
- 17.7 Preference for vacation periods for the coming year shall be made known to the EMPLOYER or the EMPLOYER-designated representative before May 1 of each calendar year. In the case of

conflict for a preferred vacation period(s), the employee with greater EMPLOYER seniority will be given preference. After May 1, vacation scheduling will be on a "first come, first served" basis.

- 17.8 Split vacations may be taken at the discretion of the Department Head.
- 17.9 Cash payment subject to the approval of the EMPLOYER may be made to the employee or the employee's estate for accrued unused vacation only in the event of the employee's separation from employment due to sickness, injury or death.
- 17.10 Employees who have completed a minimum of one (1) year of continuous service and who resign in good standing with two (2) weeks of advance notice shall be compensated for vacation benefits earned and not used at the time of separation. Accrued, unused vacation leave shall be calculated to the nearest hour per month at the employee's base pay rate which is in effect at the time of termination. Credit for the month in which the employee leaves will be given only when the employee is on paid status through the fifteenth of that month.
- 17.11 When a holiday as designated in ARTICLE XVI - HOLIDAYS Section 16.1 (except for the floating holiday) occurs during an employee's vacation, the employee shall be allowed to schedule an additional work day off with pay with the prior approval of the Department Head.

ARTICLE XVIII - SICK LEAVE

- 18.1 Regular, full-time employees shall earn sick leave at the rate of eight (8) hours per month to a maximum of one thousand (1000) hours.
- 18.2 Employees who are employed before the fifteenth of the month shall accrue eight (8) hours of sick leave for that month. Employees hired after the fifteenth of the month shall not accrue sick leave until the following month.
- 18.3 Employees who are granted a leave of absence with pay shall continue to earn sick leave at the regular prescribed rate. Sick leave cannot be earned for leaves without pay except when required in accordance with state and federal laws for military leave.
- 18.4 Paid sick leave may be granted only if it has been earned and it shall be deducted from accrued sick leave in hourly increments. Any fraction of an hour of sick leave expended shall be considered as a whole hour of sick leave over the term of the sick leave or recuperation period.
- 18.5 To be eligible for sick leave payment, an employee must notify the EMPLOYER-designated representative as soon as possible in order to enable the EMPLOYER to plan to meet service needs. The employee must keep the EMPLOYER-designated representative informed of the approximate date of the employee's return to work.
- 18.6 Sick leave may be utilized by an employee when the employee is incapacitated due to sickness or injuries. Employees may also use sick leave for the illness of their children for such reasonable periods as the employee's attendance with the child may be necessary.
- 18.7 No sick leave will be allowed for time off due to an injury incurred while working for another employer.
- 18.8 Sick leave usage shall be subject to approval and verification by the EMPLOYER.
- 18.9 In case of serious illness or death of a member of the employee's immediate family, the amount of sick leave which may be granted will be up to a maximum of five (5) work days or forty (40) duty hours per occasion. This maximum shall not apply to the illness of an employee's child or stepchild. The employee is required to provide notice of sick leave to the EMPLOYER-designated representative as soon as possible and must keep that representative informed of the date that the employee expects to return to work.
- 18.10 The term "immediate family" shall include; the employee's spouse, parents, siblings, children, step-children, grandchildren, and spouse's parents.

ARTICLE XIX - JURY DUTY

- 19.1 An employee absent from work because of jury service shall be paid his or her regular base salary by the EMPLOYER with the understanding that at the completion of the jury service, the employee shall present the check for such jury service to the EMPLOYER. The EMPLOYER shall reimburse the employee for mileage and any other expenses which have been included in the check for jury service.
- 19.2 An employee shall notify the EMPLOYER-designated representative in advance of the required reporting time for jury service.
- 19.3 An employee who is excused from jury service prior to the end of the employee's duty shall return to work.
- 19.4 In the event that an employee leaves the City's employment prior to completion of jury service, the EMPLOYER shall deduct the appropriate amount of reimbursement which the employee is owed for jury service from the employee's final paycheck and benefits.

ARTICLE XX - SEVERANCE PAY

20.1 A regular, full-time employee who is separated from employment due to retirement or death shall receive severance in an amount to be calculated at the employee's base pay rate upon retirement or death for fifty percent (50%) of the employee's accrued, unused sick leave to a maximum of five hundred (500) hours.

20.2 All employees who qualify for a Severance Benefit under Article XX Section 20.1 of the Labor Agreement shall have the full amount of said accumulated sick leave as defined in Article XX Section 20.1, remitted by the employer to the Minnesota State Retirement System to be deposited to the Post Retirement Health Care Savings Plan for the employee as authorized and governed by Minnesota Status Section 352.98. The employee will not have the option of receiving these funds in cash or having them applied for any purpose other than as stated above.

No Employer contribution shall be made to the said plan, and the Employer shall have no responsibility or liability for management or disbursement of any funds remitted to the Plan.

20.3 Upon retirement employees may continue to participate in the existing group health insurance program offered by the Employer for a term equal to that allowed under the federal COBRA laws.

ARTICLE XXI - CALL BACK

- 21.1 An employee who is called back to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate.
- 21.2 An employee on call back is considered to be on duty for the full two (2) hours. Additional call backs received within the same two (2) hour call back period do not qualify for additional call back pay.
- 21.3 Language in Section 21.1 will apply to the Street Department.

ARTICLE XXII - STANDBY

- 22.1 An employee who is scheduled to stand by during the employee's scheduled off-duty time shall be compensated for ten (10) hours at one and one-half (1-1/2) times the employee's regular base pay rate for each seven (7) calendar day period during which the employee is on standby status.
- 22.2 Employees in the Water/Wastewater Department who are assigned by the EMPLOYER to perform duties to monitor the Water/Wastewater system shall the following Friday off with pay for each week they are on standby status.

ARTICLE XXIII - MILITARY LEAVE OF ABSENCE

Military leaves of absence will be administered in accordance with applicable laws.

ARTICLE XXIV – WORKERS’ COMPENSATION SUPPLEMENT

- 24.1 An employee who is injured in the performance of the employee's job duties and who is eligible to receive Workers' Compensation benefits may at the employee's discretion receive a supplement to the Workers' Compensation benefit as follows:
- 24.1.1 The employee shall retain the Workers' Compensation benefits and shall receive from the EMPLOYER a supplement to be deducted from earned accrued sick leave, earned accrued vacation leave and accrued compensatory time off provided that the employee has such leave available.
 - 24.1.2 The amount to be deducted from the employee's earned accrued sick leave, earned accrued vacation leave and accrued compensatory time shall be the difference between the Workers' Compensation benefits and compensation for the employee's normal work day or work week.
 - 24.1.3 Under no circumstances shall an employee who receives Workers' Compensation benefits and the supplement noted in Section 24.1.1 and 24.1.2 receive compensation which is in excess of the employee's normal work day or normal work week.
- 24.2 An employee may at the employee's discretion receive the supplement noted in Section 24.1.1 and 24.1.2 as deducted from the employee's earned accrued sick leave, earned accrued vacation leave and accrued compensatory time off until sick leave is exhausted. At such time, the supplement shall cease and the employee shall receive only the Workers' Compensation benefits.

ARTICLE XXV - INSURANCE

- 25.1 A. The Employer will pay 75% of the premium cost for group health insurance for each full time employee who selects either single or family coverage. The employee will pay the remaining 25% of the premium cost. In subsequent years where insurance premiums increase or decrease, the total cost of the premium will continue to be paid at the rate of 75% by the employer, and the remaining 25% will be paid by the EMPLOYEE.

For the years of 2019 and 2020, if there is an increase to the health insurance premium renewals ~~equal to or more~~ **in excess of** 12%, the CITY and the UNION agree to reopen only this section (Article XXV) of the contract for discussion.

B. The CITY will offer at least one Health Insurance plan of both single and family coverage, where the CITY's annual contribution into the EMPLOYEE'S VEBA or HSA, as defined within Section 24.6 herein, will cover that plan's deductible as long as said plan is available through SWWC Coop and Blue Cross Blue Shield. If such a health plan is no longer available City and ~~LELS~~ **the Union** agree to meet and reopen this section (Article XXV) of the contract for discussion.

C. If the CITY offers more than one (1) health insurance policy option, the employee shall have the annual option of which plan to select. City agrees to pay the premium for any plan offered by the City and selected by employee as shown in paragraph A above.

D. At least one Health Insurance Plan offered will be substantially similar to the benefit package as described in the 2015-17 contract as being Plan #830. Other plans that may be offered by the City may or may not be substantially similar.

E. The CITY'S contribution for insurance premiums, VEBA or HSA will be made in monthly installments of equal payments or as close as possible.

- 25.2 It is understood that the Employers only obligation is to pay the Employer's contribution for group insurance premiums as agreed to herein. The Employer is not liable for claims as a result of the denial of insurance benefits by an insurance carrier.

- 25.3 **VEBA:** On January 1, 2005, the CITY adopted the Minnesota Service Cooperatives VEBA Plan and the Employee Benefits Trust Agreement for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. The CITY and employees assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitute a voluntary employees; beneficiary association under Section (c)(9) of the Internal Revenue Code. It is further intended that the benefits offered through the VEBA Plan and Trust satisfy the requirement of Revenue Ruling 2202-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002).

- 25.4 **Benefits provided through the VEBA.** The CITY shall provide the following welfare benefit arrangement through the VEBA Plan.

The Health Reimbursement Arrangement for Active Employees.

- 25.5 **Payment of Fees.** The CITY will pay for annual enrollment fees for active employees enrolling in the VEBA and/or Section 125 Plans, and for administrative fees allocable to individual accounts of active employees. Investment fees allocable to individual accounts of active employees shall be paid from the account. Administrative and investment fees allocable to the

individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative and investment fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

25.6 **City Contributions to the Health Reimbursement Arrangement for Active Employees:**

A. **Contributions to the Active Employees' Health Reimbursement:** The CITY will make a monthly contribution to the employee accounts under the Health Reimbursement Arrangements for Active Employees who are members of this Collective Bargaining Agreement in accordance with the following for the term of January 2018 – December 2020. Employees may annually select that this contribution go to an established VEBA Account or to a Health Savings Account (HSA) if the employee is eligible for an HSA under federal law.

\$100.00 for each qualified employee who elects single coverage under the group health plan described in 24.1B; and

\$200.00 for each qualified employee who elects family coverage under the group health plan described in 24.1B

B. **Grants:** The City agrees to pass through each individual employee's account, unit incentive program grants received from the SW/WC Co-op.

25.7 Full-time regular employees will be eligible to participate in the City's insurance program. All seasonal, temporary and intermittent employees and regular part-time employees will not qualify for insurance coverage.

25.8 The City shall pay the premium for PERA Life Insurance.

25.9 "In the event the health insurance provision of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer."

ARTICLE XXVI - RIGHT OF SUBCONTRACT

- 26.1 Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.
- 26.2 The EMPLOYER will provide the UNION with an opportunity to meet and confer as defined by M.S. 179A.01, Subd. 10 prior to subcontracting.

ARTICLE XXVII - RESIGNATION

- 27.1 Two (2) weeks of prior notice shall constitute proper notice for an employee who is planning to resign in good standing.
- 27.2 Employees who leave without notice as provided herein shall forfeit any accumulated leave time they may have earned and shall be entitled to no other compensation other than the regular salary due on the date last worked.

ARTICLE XXVIII - WAIVER

- 28.1 Any and all prior agreements, resolutions, practices, rules and regulations regarding terms and conditions of employment, to the extent consistent with the provisions of this AGREEMENT, are hereby superseded.
- 28.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in the AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered in this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE XXIX - SAFETY

The EMPLOYER will provide all initial and replacement flame retardant clothing as required by the City. Replacement clothing is subject to Department Head approval.

Safety shoes are required to be worn as personal protective equipment while on duty in the Water, Wastewater, Electric, Street & Parks and Telecommunications Departments. Safety shoes shall meet OSHA standards. The City will reimburse employees up to \$100.00 annually for the purchase of OSHA approved safety shoes.

ARTICLE XXX - DURATION

This AGREEMENT shall be effective as of January 1, ~~2015~~ 2018, and shall remain in full force and effect until December 31, ~~2017~~ 2020.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this ____ day of _____.

FOR THE CITY OF WINDOM:

FOR THE UNION:

APPENDIX E

NOTES REGARDING WAGE SCHEDULES

- A. The preceding wage schedules for 2015, 2016 and 2017 shall not constrain the EMPLOYER from hiring an employee at any step in the schedule.
- B. Temporary employees employed for no more than 960 hours per calendar year either in a full-time or part-time capacity will be paid at an hourly rate as determined by the EMPLOYER for the term of their employment. Such employees will not be eligible for any rights or benefits under this AGREEMENT including ARTICLE VII-EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE.
- C. Progression through the step schedule on January 1 of each calendar year shall require satisfactory performance as determined by the EMPLOYER, but nothing will prevent accelerated movement throughout the step schedule at the discretion of the EMPLOYER. Part-time employees included in the bargaining unit in accordance with ARTICLE II - RECOGNITION shall be eligible for step increases on a calendar year basis.

- D. Pay for licenses for employees as defined below shall be as follows for ~~2015, 2016 and 2017:~~
2018, 2019 2020:

Class B License (\$1.07/hour) – Water\Wastewater

Class C License (\$0.50/hour) – Water\Wastewater

Class D License (\$0.25/hour) – Water\Wastewater

*Type IV Bio-solids License (\$0.14/hour) – Water\Wastewater

*Low Power License (\$0.14/hour) - Telecom

Compensation for licenses for water\wastewater department employees may be for either or both water and wastewater licenses, if dual licenses are held by the same employee. The purpose of this is to promote cross-training and certifications. Employees will be paid for the highest license held by that employee in each area (water and/or wastewater), but pay shall not be compounded or pyramided (e.g. pay for the D + C + B licenses within water or wastewater).

* These licenses shall be limited to one employee per identified department or to as many licenses as required by law.

MEMORANDUM OF UNDERSTANDING
Between the City of Windom and
International Brotherhood of Electrical Workers
Local #949
For Adoption of the Health Reimbursement
Arrangement for Active Employees

WHEREAS, The City of Windom (the CITY) and the International Brotherhood of Electrical Workers (IBEW) Local 949 (the UNION), have negotiated a 2005 Collective Bargaining Agreement; and

WHEREAS, the CITY has requested the UNION consider adoption of a Health Reimbursement Arrangement for Active Employees in the bargaining unit.

NOW THEREFORE BE IT RESOLVED, the CITY and the UNION hereby mutually agree to change ARTICLE XXV INSURANCES to read as follows:

Establishment of VEBA with Health Reimbursement Arrangement for Active Employees

25.1 ~~**Establishment of VEBA:** Effective January 1, 2005, the CITY shall adopt the Minnesota Service Cooperatives VEBA Plan and the Employee Benefits Trust Agreement for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. The CITY and employees assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code. It is further intended that the benefits offered through the VEBA Plan and Trust satisfy the requirement of Revenue Ruling 2262-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002)~~

25.2 ~~**Benefits provided through the VEBA.** The CITY shall provide the following welfare benefit arrangement through the VEBA Plan:~~

~~The Health Reimbursement Arrangement for Active Employees.~~

25.3 ~~**Payment of Fees.** The CITY will pay for annual enrollment fees for active employees enrolling in the VEBA and/or Section 125 Plans, and for administrative fees allocable to individual accounts of active employees. Investment fees allocable to individual accounts of active employees shall be paid from the account. Administrative and investment fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative and investment fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.~~

25.4 ~~**City Contributions to the Health Reimbursement Arrangement for Active Employees:**~~

A. ~~**Contributions to the Active Employees' Plan:** The CITY will make a monthly contribution to the individual accounts under the Health Reimbursement Arrangements for Active Employees for qualifying employees who are members of this Collective Bargaining Agreement in accordance with the following schedule:~~

~~\$76.00 for each qualified employee who elects single coverage under the group health plan described in 19.4B; and~~

~~\$142.00 for each qualified employee who elects family coverage under the group health plan described in 19.4B.~~

In 2005 only, the July through December monthly contributions will be made to individual accounts in January 2005. The January through June monthly contributions will be made to individual accounts beginning in January of 2005.

~~B. High Deductible Group Health Plan: The CITY shall make available the high deductible group health plan described as Plan #830 in the summary attached hereto. With respect to qualifying employees who are members of this Collective Bargaining Agreement, starting 2005 the CITY shall contribute an amount of \$209 towards the monthly premium cost for single group health coverage, and \$594 towards the monthly premium cost for family group health coverage. The qualifying employees will contribute \$88.50 toward the monthly premium cost for single group health coverage, or \$200 toward the monthly premium cost for family group health coverage.~~

~~For coverage years subsequent to 2005, the CITY and each qualified employee will increase its' contributions equivalent to the percent increase in insurance premiums. In the event of a premium decrease, the amount of the decrease will be applied the amount of premium paid proportionally to the City (75%) and Employee (25%).~~

~~C. Grants: The City agrees to pass through each individual employee's account, unit incentive program grants received from the SWAFC.~~

~~25.5 Full time regular employees will be eligible to participate in the City's insurance program. All seasonal, temporary and intermittent employees and regular part time employees will not qualify for insurance coverage.~~

~~25.6 It is understood that the Employer's only obligation is to pay the Employer's contribution for group insurance premiums as agreed to herein. The Employer is not liable for claims as a result of a denial of insurance benefits by an insurance carrier.~~

~~25.7 The City shall pay the premium for PERA Life Insurance.~~

~~All remaining terms and conditions of the 2005 Collective Bargaining Agreement shall remain in full force and effect.~~

~~IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed this _____ day of _____, 2015.~~

~~CITY OF WINDOM _____ IBEW LOCAL #949~~

~~BY: _____ BY: _____
Corey Mariele, Mayor IBEW Representative~~

~~BY: _____
Steven Nasby, City Administrator~~

2018 STEPS

(\$0.55 General Wage Adjustent plus Market Rate Adjustments)

JOB CLASSIFICATIONS	1	2	3	4	5	6	7	8	9	10	11	12
Line Crew Foreman	\$25.69	\$26.24	\$26.78	\$27.35	\$27.96	\$28.55	\$29.14	\$29.78	\$30.43	\$31.07	\$31.75	\$32.45
NOC Tech	\$24.03	\$24.58	\$25.12	\$25.69	\$26.29	\$26.88	\$27.47	\$28.12	\$28.77	\$29.40	\$30.08	\$30.79
Lineman	\$24.32	\$24.83	\$25.37	\$25.89	\$26.43	\$26.99	\$27.56	\$28.13	\$28.77	\$29.36	\$29.98	\$30.63
Outside Plant Tech	\$22.65	\$23.16	\$23.70	\$24.22	\$24.76	\$25.32	\$25.89	\$26.46	\$27.11	\$27.70	\$28.32	\$28.96
Finance & Information Analyst	\$21.89	\$22.40	\$22.94	\$23.46	\$24.00	\$24.56	\$25.13	\$25.70	\$26.34	\$26.93	\$27.55	\$28.20
IT Analyst/ Billing/Payroll Clerk	\$19.82	\$20.27	\$20.73	\$21.21	\$21.72	\$22.20	\$22.71	\$23.29	\$23.80	\$24.35	\$24.90	\$25.65
FT Mechanic	\$19.31	\$19.76	\$20.20	\$20.67	\$21.16	\$21.64	\$22.14	\$22.64	\$23.18	\$23.70	\$24.24	\$24.81
Cable Tech	\$19.17	\$19.62	\$20.06	\$20.50	\$20.95	\$21.42	\$21.89	\$22.38	\$22.90	\$23.40	\$23.94	\$24.47
Assistant Liquor Store Manager	\$17.74	\$18.13	\$18.56	\$18.99	\$19.43	\$19.88	\$20.35	\$20.82	\$21.28	\$21.78	\$22.28	\$22.81
Water/Wastewater Foreman	\$18.14	\$18.53	\$18.96	\$19.39	\$19.83	\$20.28	\$20.75	\$21.22	\$21.68	\$22.18	\$22.68	\$23.21
Part-time (80%) Mechanic	\$17.94	\$18.33	\$18.76	\$19.19	\$19.63	\$20.08	\$20.55	\$21.02	\$21.48	\$21.98	\$22.48	\$23.01
Street Foreman	\$17.99	\$18.38	\$18.81	\$19.24	\$19.68	\$20.13	\$20.60	\$21.07	\$21.53	\$22.03	\$22.53	\$23.06
Water/Wastewater Operator	\$17.28	\$17.68	\$18.07	\$18.51	\$18.92	\$19.33	\$19.77	\$20.23	\$20.70	\$21.20	\$21.67	\$22.36
Arena Coordinator	\$17.03	\$17.43	\$17.82	\$18.26	\$18.67	\$19.08	\$19.52	\$19.98	\$20.45	\$20.95	\$21.42	\$22.11
Legal Secretary	\$17.03	\$17.43	\$17.82	\$18.26	\$18.67	\$19.08	\$19.52	\$19.98	\$20.45	\$20.95	\$21.42	\$22.11
Inventory Clerk	\$17.03	\$17.43	\$17.82	\$18.26	\$18.67	\$19.08	\$19.52	\$19.98	\$20.45	\$20.95	\$21.42	\$22.11
TeleComm Worker/Installer	\$17.45	\$17.49	\$17.86	\$18.26	\$18.64	\$19.08	\$19.51	\$19.94	\$20.38	\$20.84	\$21.30	\$21.76
Liquor Store Clerk II	\$16.69	\$16.73	\$17.09	\$17.49	\$17.88	\$18.32	\$18.74	\$19.17	\$19.61	\$20.07	\$20.54	\$21.00
Librarian Assistant	\$16.69	\$16.73	\$17.09	\$17.49	\$17.88	\$18.32	\$18.74	\$19.17	\$19.61	\$20.07	\$20.54	\$21.00
Street/Park Maintenance Worker	\$16.84	\$16.88	\$17.24	\$17.64	\$18.03	\$18.47	\$18.89	\$19.32	\$19.76	\$20.22	\$20.69	\$21.15
Custodian Supervisor	\$15.68	\$16.02	\$16.40	\$16.76	\$17.17	\$17.53	\$17.94	\$18.35	\$18.78	\$19.23	\$19.66	\$20.11
St. Administrative Assistant	\$15.16	\$15.49	\$15.88	\$16.22	\$16.60	\$16.96	\$17.37	\$17.73	\$18.14	\$18.55	\$19.01	\$19.43
Community Center Worker II	\$14.28	\$14.62	\$14.93	\$15.49	\$15.64	\$15.99	\$16.33	\$16.73	\$17.09	\$17.48	\$17.88	\$18.32
Administrative Assistant II	\$14.28	\$14.62	\$14.93	\$15.49	\$15.64	\$15.99	\$16.33	\$16.73	\$17.09	\$17.48	\$17.88	\$18.32
Liquor Clerk I	\$14.28	\$14.62	\$14.93	\$15.49	\$15.64	\$15.99	\$16.33	\$16.73	\$17.09	\$17.48	\$17.88	\$18.32
Receptionist/Administrative Asst I	\$13.59	\$13.88	\$14.19	\$14.53	\$14.87	\$15.20	\$15.54	\$15.90	\$16.26	\$16.64	\$16.99	\$17.40
Arena Maintenance	\$12.87	\$13.18	\$13.49	\$13.79	\$14.10	\$14.43	\$14.73	\$15.10	\$15.43	\$15.77	\$16.14	\$16.90
Library Clerk	\$12.87	\$13.18	\$13.49	\$13.79	\$14.10	\$14.43	\$14.73	\$15.10	\$15.43	\$15.77	\$16.14	\$16.90
Custodian	\$12.87	\$13.18	\$13.49	\$13.79	\$14.10	\$14.43	\$14.73	\$15.10	\$15.43	\$15.77	\$16.14	\$16.90
Assistant Liquor Store Clerk	\$12.87	\$13.18	\$13.49	\$13.79	\$14.10	\$14.43	\$14.73	\$15.10	\$15.43	\$15.77	\$16.14	\$16.90

2019 STEPS (2.25% General Wage Adjustment plus Market Adjustments)

JOB CLASSIFICATIONS	1	2	3	4	5	6	7	8	9	10	11	12
Line Crew Foreman	\$26.92	\$27.48	\$28.03	\$28.62	\$29.24	\$29.84	\$30.45	\$31.10	\$31.76	\$32.42	\$33.11	\$33.83
NOC Tech	\$24.57	\$25.13	\$25.69	\$26.27	\$26.88	\$27.48	\$28.09	\$28.75	\$29.42	\$30.06	\$30.76	\$31.48
Lineman	\$25.52	\$26.04	\$26.59	\$27.12	\$27.67	\$28.25	\$28.83	\$29.41	\$30.07	\$30.67	\$31.30	\$31.97
Outside Plant Tech	\$23.16	\$23.68	\$24.23	\$24.76	\$25.32	\$25.89	\$26.47	\$27.06	\$27.72	\$28.32	\$28.96	\$29.61
Finance & Information Analyst	\$22.38	\$22.90	\$23.46	\$23.99	\$24.54	\$25.11	\$25.70	\$26.28	\$26.93	\$27.54	\$28.17	\$28.83
IT Analyst/ Billing/Payroll Clerk	\$20.27	\$20.73	\$21.20	\$21.69	\$22.21	\$22.70	\$23.22	\$23.81	\$24.34	\$24.90	\$25.46	\$26.23
FT Mechanic	\$19.74	\$20.20	\$20.65	\$21.14	\$21.64	\$22.13	\$22.64	\$23.15	\$23.70	\$24.23	\$24.79	\$25.37
Cable Tech	\$19.60	\$20.06	\$20.51	\$20.96	\$21.42	\$21.90	\$22.38	\$22.88	\$23.42	\$23.93	\$24.48	\$25.02
Assistant Liquor Store Manager	\$18.14	\$18.54	\$18.98	\$19.42	\$19.87	\$20.33	\$20.81	\$21.29	\$21.76	\$22.27	\$22.78	\$23.32
Water/Wastewater Foreman	\$18.95	\$19.35	\$19.79	\$20.23	\$20.68	\$21.14	\$21.62	\$22.10	\$22.57	\$23.08	\$23.59	\$24.13
Part-time (80%) Mechanic	\$18.54	\$18.94	\$19.38	\$19.82	\$20.27	\$20.73	\$21.21	\$21.69	\$22.16	\$22.67	\$23.19	\$23.73
Street Foreman	\$18.64	\$19.04	\$19.48	\$19.92	\$20.37	\$20.83	\$21.31	\$21.79	\$22.26	\$22.78	\$23.29	\$23.83
Water/Wastewater Operator	\$17.92	\$18.33	\$18.73	\$19.18	\$19.60	\$20.01	\$20.46	\$20.94	\$21.42	\$21.93	\$22.41	\$23.11
Arena Coordinator	\$17.41	\$17.82	\$18.22	\$18.67	\$19.09	\$19.51	\$19.96	\$20.43	\$20.91	\$21.42	\$21.90	\$22.61
Legal Secretary	\$17.41	\$17.82	\$18.22	\$18.67	\$19.09	\$19.51	\$19.96	\$20.43	\$20.91	\$21.42	\$21.90	\$22.61
Inventory Clerk	\$17.41	\$17.82	\$18.22	\$18.67	\$19.09	\$19.51	\$19.96	\$20.43	\$20.91	\$21.42	\$21.90	\$22.61
TeleComm Worker/Installer	\$17.84	\$17.88	\$18.26	\$18.67	\$19.06	\$19.51	\$19.95	\$20.39	\$20.84	\$21.31	\$21.78	\$22.25
Liquor Store Clerk II	\$17.07	\$17.11	\$17.47	\$17.88	\$18.28	\$18.73	\$19.16	\$19.60	\$20.05	\$20.52	\$21.00	\$21.47
Librarian Assistant	\$17.07	\$17.11	\$17.47	\$17.88	\$18.28	\$18.73	\$19.16	\$19.60	\$20.05	\$20.52	\$21.00	\$21.47
Street/Park Maintenance Worker	\$17.37	\$17.41	\$17.78	\$18.19	\$18.59	\$19.04	\$19.47	\$19.90	\$20.35	\$20.82	\$21.31	\$21.78
Custodian Supervisor	\$16.03	\$16.38	\$16.77	\$17.14	\$17.56	\$17.92	\$18.34	\$18.76	\$19.20	\$19.66	\$20.10	\$20.56
Sr. Administrative Assistant	\$15.70	\$16.04	\$16.44	\$16.78	\$17.17	\$17.54	\$17.96	\$18.33	\$18.75	\$19.17	\$19.64	\$20.07
Community Center Worker II	\$14.60	\$14.95	\$15.27	\$15.84	\$15.99	\$16.35	\$16.70	\$17.11	\$17.47	\$17.87	\$18.28	\$18.73
Administrative Assistant II	\$14.60	\$14.95	\$15.27	\$15.84	\$15.99	\$16.35	\$16.70	\$17.11	\$17.47	\$17.87	\$18.28	\$18.73
Liquor Clerk I	\$14.60	\$14.95	\$15.27	\$15.84	\$15.99	\$16.35	\$16.70	\$17.11	\$17.47	\$17.87	\$18.28	\$18.73
Receptionist/Administratiave Asst I	\$13.90	\$14.19	\$14.51	\$14.86	\$15.20	\$15.54	\$15.89	\$16.26	\$16.63	\$17.01	\$17.37	\$17.79
Arena Maintenance	\$13.16	\$13.48	\$13.79	\$14.10	\$14.42	\$14.75	\$15.06	\$15.44	\$15.78	\$16.12	\$16.50	\$17.28
Library Clerk	\$13.16	\$13.48	\$13.79	\$14.10	\$14.42	\$14.75	\$15.06	\$15.44	\$15.78	\$16.12	\$16.50	\$17.28
Custodian	\$13.16	\$13.48	\$13.79	\$14.10	\$14.42	\$14.75	\$15.06	\$15.44	\$15.78	\$16.12	\$16.50	\$17.28
Assistant Liquor Store Clerk	\$13.16	\$13.48	\$13.79	\$14.10	\$14.42	\$14.75	\$15.06	\$15.44	\$15.78	\$16.12	\$16.50	\$17.28

JOB CLASSIFICATIONS	2020 STEPS (2.35% General Wage Adjustment plus Market Wage Adjustments)											
	1	2	3	4	5	6	7	8	9	10	11	12
Line Crew Foreman	\$28.20	\$28.78	\$29.34	\$29.94	\$30.58	\$31.19	\$31.81	\$32.48	\$33.16	\$33.83	\$34.54	\$35.28
NOC Tech	\$25.15	\$25.72	\$26.29	\$26.89	\$27.51	\$28.13	\$28.75	\$29.43	\$30.11	\$30.77	\$31.48	\$32.22
Lineman	\$26.77	\$27.30	\$27.87	\$28.41	\$28.98	\$29.56	\$30.16	\$30.75	\$31.42	\$32.04	\$32.69	\$33.37
Outside Plant Tech	\$23.70	\$24.24	\$24.80	\$25.35	\$25.91	\$26.50	\$27.09	\$27.69	\$28.37	\$28.99	\$29.64	\$30.31
Finance & Information Analyst	\$22.91	\$23.44	\$24.01	\$24.55	\$25.12	\$25.70	\$26.30	\$26.90	\$27.57	\$28.18	\$28.83	\$29.51
IT Analyst/ Billing/Payroll Clerk	\$20.74	\$21.21	\$21.69	\$22.20	\$22.73	\$23.23	\$23.77	\$24.37	\$24.91	\$25.48	\$26.06	\$26.84
FT Mechanic	\$20.21	\$20.68	\$21.14	\$21.63	\$22.14	\$22.65	\$23.17	\$23.69	\$24.26	\$24.80	\$25.37	\$25.96
Cable Tech	\$20.06	\$20.53	\$20.99	\$21.45	\$21.92	\$22.42	\$22.91	\$23.42	\$23.97	\$24.49	\$25.05	\$25.61
Assistant Liquor Store Manager	\$18.57	\$18.97	\$19.42	\$19.87	\$20.33	\$20.80	\$21.30	\$21.79	\$22.27	\$22.79	\$23.32	\$23.87
Water/Wastewater Foreman	\$19.79	\$20.20	\$20.65	\$21.10	\$21.56	\$22.03	\$22.52	\$23.02	\$23.50	\$24.02	\$24.54	\$25.10
Part-time (80%) Mechanic	\$19.18	\$19.59	\$20.04	\$20.49	\$20.95	\$21.42	\$21.91	\$22.40	\$22.88	\$23.41	\$23.93	\$24.49
Street Foreman	\$19.33	\$19.74	\$20.19	\$20.64	\$21.10	\$21.57	\$22.06	\$22.56	\$23.04	\$23.56	\$24.08	\$24.64
Water/Wastewater Operator	\$18.59	\$19.01	\$19.42	\$19.88	\$20.31	\$20.74	\$21.20	\$21.68	\$22.17	\$22.69	\$23.18	\$23.91
Arena Coordinator	\$17.82	\$18.24	\$18.65	\$19.11	\$19.54	\$19.97	\$20.43	\$20.91	\$21.40	\$21.92	\$22.42	\$23.14
Legal Secretary	\$17.82	\$18.24	\$18.65	\$19.11	\$19.54	\$19.97	\$20.43	\$20.91	\$21.40	\$21.92	\$22.42	\$23.14
Inventory Clerk	\$17.82	\$18.24	\$18.65	\$19.11	\$19.54	\$19.97	\$20.43	\$20.91	\$21.40	\$21.92	\$22.42	\$23.14
TeleComm Worker/Installer	\$18.26	\$18.30	\$18.69	\$19.11	\$19.51	\$19.97	\$20.42	\$20.87	\$21.33	\$21.81	\$22.29	\$22.77
Liquor Store Clerk II	\$17.47	\$17.51	\$17.89	\$18.30	\$18.71	\$19.17	\$19.61	\$20.06	\$20.52	\$21.00	\$21.50	\$21.98
Librarian Assistant	\$17.47	\$17.51	\$17.89	\$18.30	\$18.71	\$19.17	\$19.61	\$20.06	\$20.52	\$21.00	\$21.50	\$21.98
Street/Park Maintenance Worker	\$17.93	\$17.97	\$18.35	\$18.76	\$19.17	\$19.63	\$20.07	\$20.52	\$20.98	\$21.46	\$21.96	\$22.44
Custodian Supervisor	\$16.41	\$16.77	\$17.16	\$17.54	\$17.97	\$18.35	\$18.77	\$19.20	\$19.65	\$20.12	\$20.57	\$21.05
Sr. Administrative Assistant	\$16.27	\$16.62	\$17.02	\$17.38	\$17.78	\$18.15	\$18.58	\$18.96	\$19.39	\$19.82	\$20.30	\$20.74
Community Center Worker II	\$14.94	\$15.30	\$15.62	\$16.21	\$16.37	\$16.73	\$17.09	\$17.51	\$17.89	\$18.29	\$18.71	\$19.17
Administrative Assistant II	\$14.94	\$15.30	\$15.62	\$16.21	\$16.37	\$16.73	\$17.09	\$17.51	\$17.89	\$18.29	\$18.71	\$19.17
Liquor Clerk I	\$14.94	\$15.30	\$15.62	\$16.21	\$16.37	\$16.73	\$17.09	\$17.51	\$17.89	\$18.29	\$18.71	\$19.17
Receptionist/Administrative Asst I	\$14.22	\$14.53	\$14.85	\$15.21	\$15.56	\$15.91	\$16.26	\$16.64	\$17.02	\$17.41	\$17.78	\$18.21
Arena Maintenance	\$13.47	\$13.79	\$14.12	\$14.43	\$14.76	\$15.10	\$15.42	\$15.80	\$16.15	\$16.50	\$16.89	\$17.69
Library Clerk	\$13.47	\$13.79	\$14.12	\$14.43	\$14.76	\$15.10	\$15.42	\$15.80	\$16.15	\$16.50	\$16.89	\$17.69
Custodian	\$13.47	\$13.79	\$14.12	\$14.43	\$14.76	\$15.10	\$15.42	\$15.80	\$16.15	\$16.50	\$16.89	\$17.69
Assistant Liquor Store Clerk	\$13.47	\$13.79	\$14.12	\$14.43	\$14.76	\$15.10	\$15.42	\$15.80	\$16.15	\$16.50	\$16.89	\$17.69

ACTION ITEM



CITY OF WINDOM
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TO: City Council
FROM: Personnel Committee
DATE: December 12, 2017
RE: Supervisory Pay Plan 2018 - 2020
DEPT: Administration
CONTACT: Steve Nasby: Steve.Nasby@windommn.com



Recommendations/Options/Action Requested

The Personnel Committee recommends that the City Council take the following action:

1. Approve general wage adjustments to the 2017 Supervisory Pay Plan, revisions to health insurance benefits and amend the Personnel Policy on the maximum accrual of vacation.

Issue Summary/Background

The City's Personnel Committee is recommending general wage adjustments consistent with the compensation negotiated by the labor unions. Health insurance benefits/options for Supervisory employees will also be changed to reflect the same options provided to other City employees. Last, amend the Personnel Policy to allow 230 hours of accrual of vacation time.

Fiscal Impact

Wage adjustments to the 2017 Supervisory Pay Plan by 2.25% for 2018, 2.25% for 2019 and 2.35% for 2020.

To help off-set the rising cost of health insurance the new agreement will include a reduction of annual VEBA payments to \$1,200 (single) and \$2,400 (family). In addition, two new higher deductible health insurance plan options will be offered to employees with the highest deductible plan being Health Savings Account eligible.

Although the vacation accrual maximum is proposed to be amended from 200 hours to 230 hours there should not be a fiscal impact as the maximum vacation time paid out at retirement or resignation will remain 80 hours. The additional vacation accrual time will allow the Supervisory employees a little more flexibility in scheduling.

Attachments

1. Supervisory Pay Plan 2018 to 2020

Proposed 2018 Base Pay Structure (Annual)

2017 Plus 2.25% general wage increase

	<u>Step 1</u> <u>Start</u> <u>80.00%</u>	<u>Step 2</u> <u>6 mo.</u> <u>82.00%</u>	<u>Step 3</u> <u>12 mo.</u> <u>84.00%</u>	<u>Step 4</u> <u>24 mo.</u> <u>86.00%</u>	<u>Step 5</u> <u>36 mo.</u> <u>88.00%</u>	<u>Step 6</u> <u>48 mo.</u> <u>90.00%</u>	<u>Step 7</u> <u>60 mo.</u> <u>92.00%</u>	<u>Step 8</u> <u>72 mo.</u> <u>94.00%</u>	<u>Step 9</u> <u>84 mo.</u> <u>96.00%</u>	<u>Step 10</u> <u>96 mo.</u> <u>98.00%</u>	<u>Step 11</u> <u>108 mo.</u> <u>100.00%</u>
City Administrator	\$44.52	\$45.63	\$46.74	\$47.86	\$48.97	\$50.08	\$51.20	\$52.31	\$53.42	\$54.53	\$55.65
Telecom General Manager	\$36.90	\$37.82	\$38.75	\$39.67	\$40.59	\$41.51	\$42.44	\$43.36	\$44.28	\$45.20	\$46.12
Assistant City Administrator	\$33.89	\$34.74	\$35.59	\$36.43	\$37.28	\$38.13	\$38.98	\$39.82	\$40.67	\$41.52	\$42.36
Electric Utility Superintendent	\$33.74	\$34.58	\$35.42	\$36.27	\$37.11	\$37.95	\$38.80	\$39.64	\$40.48	\$41.33	\$42.17
Economic Development Authority Director	\$32.29	\$33.10	\$33.91	\$34.72	\$35.52	\$36.33	\$37.14	\$37.95	\$38.75	\$39.56	\$40.37
Water/Wastewater Superintendent	\$29.38	\$30.11	\$30.85	\$31.58	\$32.32	\$33.05	\$33.78	\$34.52	\$35.25	\$35.99	\$36.72 *
Assistant Police Chief	\$28.94	\$29.66	\$30.39	\$31.11	\$31.83	\$32.56	\$33.28	\$34.01	\$34.73	\$35.45	\$36.18
Library Director	\$24.53	\$25.14	\$25.75	\$26.37	\$26.98	\$27.59	\$28.21	\$28.82	\$29.43	\$30.05	\$30.66
Liquor Store Manager	\$24.08	\$24.68	\$25.28	\$25.88	\$26.48	\$27.08	\$27.68	\$28.28	\$28.88	\$29.48	\$30.08
Community Center Director	\$23.62	\$24.21	\$24.80	\$25.39	\$25.98	\$26.57	\$27.16	\$27.75	\$28.34	\$28.93	\$29.52 **

* Water\Wastewater Superintendent	\$39.97	Incumbent staff out of
**Community Center Director	\$30.28	market wage

Proposed 2019 Base Pay Structure (Annual)

2018 Plus 2.25% general wage increase

	Step 1 Start <u>80.00%</u>	Step 2 6 mo. <u>82.00%</u>	Step 3 12 mo. <u>84.00%</u>	Step 4 24 mo. <u>86.00%</u>	Step 5 36 mo. <u>88.00%</u>	Step 6 48 mo. <u>90.00%</u>	Step 7 60 mo. <u>92.00%</u>	Step 8 72 mo. <u>94.00%</u>	Step 9 84 mo. <u>96.00%</u>	Step 10 96 mo. <u>98.00%</u>	Step 11 108 mo. <u>100.00%</u>
City Administrator	\$45.52	\$46.66	\$47.80	\$48.93	\$50.07	\$51.21	\$52.35	\$53.49	\$54.62	\$55.76	\$56.90
Telecom General Manager	\$37.73	\$38.67	\$39.62	\$40.56	\$41.50	\$42.45	\$43.39	\$44.33	\$45.28	\$46.22	\$47.16
Finance Director/Controller	\$37.00	\$37.92	\$38.85	\$39.77	\$40.69	\$41.62	\$42.54	\$43.47	\$44.39	\$45.32	\$46.24
Assistant City Administrator	\$34.65	\$35.52	\$36.39	\$37.25	\$38.12	\$38.99	\$39.85	\$40.72	\$41.59	\$42.45	\$43.32
Police Chief	\$34.58	\$35.44	\$36.31	\$37.17	\$38.04	\$38.90	\$39.77	\$40.63	\$41.50	\$42.36	\$43.23
Electric Utility Superintendent	\$34.49	\$35.36	\$36.22	\$37.08	\$37.94	\$38.81	\$39.67	\$40.53	\$41.39	\$42.26	\$43.12
Economic Development Authority Director	\$33.02	\$33.85	\$34.67	\$35.50	\$36.32	\$37.15	\$37.97	\$38.80	\$39.63	\$40.45	\$41.28
Water/Wastewater Superintendent	\$30.04	\$30.79	\$31.54	\$32.29	\$33.04	\$33.79	\$34.54	\$35.30	\$36.05	\$36.80	\$37.55 *
Assistant Police Chief	\$29.59	\$30.33	\$31.07	\$31.81	\$32.55	\$33.29	\$34.03	\$34.77	\$35.51	\$36.25	\$36.99
Library Director	\$25.08	\$25.71	\$26.33	\$26.96	\$27.59	\$28.21	\$28.84	\$29.47	\$30.09	\$30.72	\$31.35
Community Center Director	\$24.15	\$24.75	\$25.36	\$25.96	\$26.57	\$27.17	\$27.77	\$28.38	\$28.98	\$29.58	\$30.19 **

* Water\Wastewater Superintendent \$40.87 Incumbent staff out of

**Community Center Director \$30.96 market wage

Proposed 2020 Base Pay Structure (Annual)

2019 Plus 2.35% general wage increase

	Step 1 Start 80.00%	Step 2 6 mo. 82.00%	Step 3 12 mo. 84.00%	Step 4 24 mo. 86.00%	Step 5 36 mo. 88.00%	Step 6 48 mo. 90.00%	Step 7 60 mo. 92.00%	Step 8 72 mo. 94.00%	Step 9 84 mo. 96.00%	Step 10 96 mo. 98.00%	Step 11 108 mo. 100.00%
City Administrator	\$46.59	\$47.75	\$48.92	\$50.08	\$51.25	\$52.41	\$53.58	\$54.74	\$55.91	\$57.07	\$58.24
Telecom General Manager	\$38.62	\$39.58	\$40.55	\$41.51	\$42.48	\$43.44	\$44.41	\$45.37	\$46.34	\$47.31	\$48.27
Assistant City Administrator	\$35.47	\$36.36	\$37.24	\$38.13	\$39.02	\$39.90	\$40.79	\$41.68	\$42.56	\$43.45	\$44.34
Electric Utility Superintendent	\$35.31	\$36.19	\$37.07	\$37.95	\$38.84	\$39.72	\$40.60	\$41.48	\$42.37	\$43.25	\$44.13
Economic Development Authority Director	\$33.80	\$34.64	\$35.49	\$36.33	\$37.18	\$38.02	\$38.87	\$39.71	\$40.56	\$41.40	\$42.25
Water/Wastewater Superintendent	\$30.74	\$31.51	\$32.28	\$33.05	\$33.82	\$34.59	\$35.36	\$36.13	\$36.89	\$37.66	\$38.43 *
Assistant Police Chief	\$30.29	\$31.04	\$31.80	\$32.56	\$33.32	\$34.07	\$34.83	\$35.59	\$36.34	\$37.10	\$37.86
Library Director	\$25.67	\$26.31	\$26.95	\$27.59	\$28.24	\$28.88	\$29.52	\$30.16	\$30.80	\$31.44	\$32.09
Community Center Director	\$24.72	\$25.34	\$25.95	\$26.57	\$27.19	\$27.81	\$28.43	\$29.04	\$29.66	\$30.28	\$30.90 **

* Water\Wastewater Superintendent	\$41.83	Incumbent staff out of
**Community Center Director	\$31.69	market wage

ACTION ITEM



CITY OF WINDOM
444 9th Street
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127
www.windom-mn.com

TO: City Council
FROM: Personnel Committee
DATE: December 12, 2017
RE: Ambulance – Paid On-call Rates
DEPT: Administration
CONTACT: Steve Nasby: Steve.Nasby@windommn.com

A handwritten signature in black ink, appearing to read "Steve Nasby", is written over the contact information.

Recommendations/Options/Action Requested

The Personnel Committee recommends that the City Council take the following action:

1. Approve Paid On-call Rates as presented.

Issue Summary/Background

The City's Personnel Committee is recommending an adjustment to the rates of pay for the Ambulance crew. Windom's ambulance service depends upon EMTs to cover the 725+ annual calls for service. EMTs commitment of time is compensated for on-call at \$2.75/hour and \$15/hour for ambulance runs. The proposal is to increase these two rates to \$3.50/hour and \$18.50/hour respectively.

Fiscal Impact

Total anticipated fiscal impact is projected to be \$15,330 annually. Ambulance wages are covered from the revenues generated from the services provided. At this time, no change in the Windom Ambulance Service rates is being requested.

Attachments

1. Windom Ambulance Service – Current and Proposed EMT Rates

Windom Ambulance Service, Current and Proposed EMT wage increase.

<u>Current (on call)</u> \$2.75/radio hour	<u>Proposed (on call)</u> \$3.50/radio hour	<u>Current 24 hr.</u> \$66.00/day	<u>Proposed 24 hr.</u> \$84.00/day
<u>Current annual 24/7</u> \$24,090.00	<u>Proposed annual 24/7</u> \$30,660.00	<u>Annual increase</u> \$6,570.00	

We run two EMT's 24/7 constant coverage (call #'s 58 and 59) Total annual increase \$13,140.00

We run a third EMT (call #57) from 10pm-6am (8hrs/day)
Current annual pay @ \$2.75/hr is \$8,030.00 \$22.00/day
Proposed annual increase @ \$3.50/hr is \$10,220.00 \$28.00/day
57 Total annual increase of \$2,190.00

Total annual (on call) increase for all 3 positions is \$15,330.00

<u>Current hourly rate per call</u> \$15/hr.	<u>Proposed hourly rate per call</u> \$18.50/hr.
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A typical local call usually takes an hour to complete. There are times when we have longer run times such as airport runs where we pick up the flight crew and have to wait for them to treat and package the patient then bring them back to the airport. We are not allowed to leave until plane is in the air. There are also extended locals where we have vehicle extrication, assist in ER for patient care as in motor vehicle crash victims or extended CPR/ventilation for our cardiac arrest patients. Hospital to Hospital transfers fit into the hourly as well.

Our billing rates. BLS- \$650.00 ALS- \$850 \$12/loaded mile

Comparisons:

Slayton- \$3.50/hr. on-call, \$18.50/call hr. BLS-\$954.00, ALS-\$1312.00, \$19/mile

Westbrook- \$20.00/call hr. BLS-\$530.66, ALS-\$972.84, \$18.59/mile

Lakefield- \$3.50/on-call nights & weekends, \$5.00/hr. holidays, \$18.50/call hr.,
BLS-\$650.00, \$12.50/mile

Jackson- \$2.00/hr, \$4.00/hr summer months, holidays & weekends- on call.

\$20.00/call hr. BLS- \$600.00, ALS- \$800.00, \$11.04/mile

Rice Lake Construction, Schedule of Values

Date of application 12/5/2017

Pay App #1

Work completed through: 11/30/2017

Pay Item Number	Item Description	B Scheduled Value	C From Previous Application (C+D)	D This Period	E Materials Presently Stored (not in Col D)	Total Completed and Stored to Date (C + D + E)	% (E)	Balance to Finish
1	Mobilization	\$39,300.00	\$29,475.00	\$4,000.00		\$33,475.00	85	\$5,825.00
2	Mechanical Direct Backwash Piping Revision	\$161,400.00	\$161,400.00	\$0.00		\$161,400.00	100	\$0.00
0	Filter Media and Underdrain System	\$104,800.00	\$88,112.97	\$1,250.00	\$0.00	\$89,362.97	85	\$15,437.03
4	Base Bid Electrical	\$13,100.00	\$13,100.00	\$0.00		\$13,100.00	100	\$0.00
5	Electrical - Controls and Instrumentation	\$63,000.00	\$63,000.00	\$0.00		\$63,000.00	100	\$0.00
6	Add Item 7 - Well Flow Meters	\$32,800.00	\$32,800.00	\$0.00	\$0.00	\$32,800.00	100	\$0.00
7	Design Allowances	\$2,197.04	\$0.00	\$0.00		\$0.00	0	\$2,197.04
								\$0.00
								\$0.00
								\$0.00
								\$0.00
	Design Allowances							
01001	Proposal Request 1 - Well Check Valves	\$4,884.57	\$4,884.57	\$0.00		\$4,884.57	100	\$0.00
01002	Proposal Request 2A - Backwash Piping Modification	\$4,676.97	\$4,676.97	\$0.00		\$4,676.97	100	\$0.00
01003	Install 6" spool and owner supplied Flow Meter	\$806.29	\$806.29	\$0.00		\$806.29	100	\$0.00
01004	Install 12" shipon pipes in Fillers 1-4	\$12,435.13	\$9,326.35	\$3,108.78		\$12,435.13	100	\$0.00
	Change Orders							
1	Install Underdrain Systems	\$192,017.16	\$29,900.00	\$114,125.00		\$144,025.00	75	\$47,992.16
		\$631,417.16	\$437,482.15	\$122,483.78	\$0.00	\$559,965.93	89	\$71,451.23

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

ACTION ITEM



CITY OF WINDOM
444 9th Street
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127
www.windom-mn.com

TO: City Council
FROM: Steve Nasby, City Administrator
DATE: December 12, 2017
RE: 2018 Coffee with Council
DEPT: Administration
CONTACT: Steve Nasby: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Approve or cancel Coffee with City Council for 2018.

Issue Summary/Background

For the last two years the City Council had done a monthly Coffee with Council, on the 2nd Saturday of the month, which is hosted by local businesses. This activity has been well received most of the time with a few times where attendance by the public has been minimal.

Staff is requesting City Council action to discuss continuation of the program prior to arrangements being made with the local businesses.

Fiscal Impact

None.

Attachments

1. Draft 2018 Coffee with Council schedule.

2018 Coffee with Council Schedule

January 13	Byam and Grunig	McDonald's
February 10	Johnson and Jones	Hy-Vee
March 10	Joyce and Sherman	River City Eatery
April 14	Byam and Johnson	Hardee's
May 12	Jones and Grunig	McDonald's
June 9	Joyce and Sherman	Hy-Vee
July 14	Byam and Johnson	Hardee's
August 11	Grunig and Joyce	River City Eatery
September 8	Jones and Sherman	Windom Golf Club
October 13	Byam and Johnson	McDonald's
November 10	Grunig and Jones	River City Eatery
December 8	Sherman and Joyce	Hy-Vee

DRAFT

ACTION ITEM



CITY OF WINDOM
444 9th Street
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127
www.windom-mn.com

TO: City Council
FROM: Steve Nasby, City Administrator
DATE: December 12, 2017
RE: Interview Panel for Electric Utility Manager and/or Street & Park Superintendent
DEPT: Administration
CONTACT: Steve Nasby: Steve.Nasby@windommn.com

Recommendations/Options/Action Requested

Staff recommends that the City Council take the following action:

1. Appoint a panel of representatives from the City Council and Utility Commission to review applicants and conduct interviews for the vacant Electric Utility Manager and/or Street & Park Superintendent positions.

Issue Summary/Background

In November the City Council authorized the advertisements for hiring an Electric Utility Manager, Street & Park Superintendent or combined position. The applications were due on December 11. A timeframe for filling the vacancies was discussed as interviews to be conducted December 18 – December 30 with a possible recommendation for the City Council on January 2 or 16.

To start the process a panel of representatives from the City Council and Utility Commission to review applicants and conduct interviews needs to be established. Depending on the composition and number of members of this interview panel open meeting laws could apply. The City Council may have up to two members (three if the Mayor is included as he is a non-voting member) and the Utility Commission could have only one representative.

Another item to discuss is if the interview panel is going to make final recommendation(s) for hiring or have a list of finalists that are then interviewed and selected by the whole City Council and/or Utility Commission.

Fiscal Impact

None.

Attachments

1. None.