

**Council Meeting**  
**Tuesday, April 3, 2018**  
**City Council Chambers**  
**7:30 p.m.**  
**AGENDA**



Call to Order  
Pledge of Allegiance

1. Consent Agenda
  - Minutes
    - Council Minutes –March 20, 2018
    - Park & Recreation Commission – March 14, 2018
    - Community Center – March 20, 2018
    - Utility Commission – March 28, 2018
  - Regular Bills
  - License - Temporary On-Sale Liquor License - BARC – May 5, 2018
2. Department Heads
3. Proclamation National Library Week
4. Resolution Accepting Donation – Jack Kelly – Emergency Services Facility
5. Settlement Agreement – Southwest Minnesota Broadband Agreement
6. Mutual Aid Agreement – Southwest Fire Dept. Assoc. and West Central Fire Dept. Assoc.
7. Second Reading Ordinance #168 2<sup>nd</sup> Series – Enacting and Adopting a Codified Supplement to the City Code
8. Memo of Understanding – Live Well Pilot Program
  - Law Enforcement Labor Services
  - International Brotherhood of Electrical Workers
9. Seasonal Hiring
  - Temporary Apprentice Line Worker
  - Seasonal Street & Park Maintenance
  - Compost Site Manager
  - Swimming Pool Lifeguards & Instructors
  - Summer Recreation
10. Street Department – Authorization to Advertise for Maintenance Position
11. New Business
12. Old Business
  - Charter Commission District Court Order of Appointment
13. Council Comments
14. Adjourn



**Regular Council Meeting  
City Hall, Council Chamber  
March 20, 2018  
7:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Dominic Jones.

2. Roll Call:

Council Present: Mayor Dominic Jones, Jayesun Sherman, Bryan Joyce,  
Marv Grunig, Rod Byam and JoAnn Ray

Council Absent: None

City Staff Present: Steve Nasby, City Administrator; Ron Schramel, City  
Attorney; Chelsie Carlson, Finance Director; Dawn Aamot,  
Library Director; Jeff Dahna, Telecom General Manager;  
and Drew Hage, Development Director

Pledge of Allegiance

3. Consent Agenda:

- Minutes
  - Council Minutes –March 6, 2018
  - HRA – February 14, 2018
  - Telecom – February 26, 2018
  - EDA – March 12, 2018 (meeting notes – no quorum)
  - Capital Finance Committee – March 13, 2018
  - Library Board – March 13, 2018
- Regular Bills
- License
  - Exempt Gambling Permit
    - Lions Club
  - Premise Permit & Resolution
    - Game & Fish

**Motion by Ray second by Sherman approving the Consent Agenda. Motion carried 5 – 0.**

**Council member Ray introduced the Resolution No. 2018-26, entitled “A RESOLUTION OF APPROVAL OF PREMISE PERMIT”, and moved its adoption. The resolution was seconded by Sherman and on roll call vote: Yes: Sherman, Joyce, Grunig, Byam, Ray. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

4. Department Heads:

Dawn Aamot, Library Director, told the Council that on March 14, 2018, the Round 2 grant application was submitted to the Minnesota Department of Education for Library Construction.

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The grant would include interior improvements such as an ADA restroom, interior painting, electrical updates and flooring replacement. A total of \$22,000 in grant funds would be matched with \$22,000 from local sources (\$7,000 from the City of Windom and \$15,000 from the Friends of the Library). Aamot thanked Denise Nichols and Andrew Spielman for their assistance in the grant application.

Joyce asked about the previous grant of \$50,000 for window replacement. Aamot shared that the grant was awarded from Minnesota Department of Education to the Windom library with matching funds so the project will be moving forward. Thanks were expressed to the Friends of the Library and to citizens for their donations.

Jeff Dahna, Telecom General Manager, informed the Council that they will be conducting core system maintenance on March 21, 2018 from 11:00 pm and concluding at 4:00 am. The public should be aware of some short outages.

### 5. Public Hearing – Residential Tax Abatement – 1261 River Road:

Drew Hage, Development Director, reviewed with the Council the tax abatement application that was submitted for 1261 River Road. The proposed tax abatement for residential development is estimated at \$12,120 over the five year term, with the city portion being \$8,045.

Mayor Jones opened the public hearing at 7:39 pm.

No comments were received.

Jones closed the public hearing at 7:40 pm.

Hage informed the Council that the abatement program is open for 3 years and people can still apply. He has heard positive feedback from developers looking at Windom for potential projects and housing growth.

Grunig asked if each property applying for the abatement would need city, county, and school approval. Hage affirmed that is correct. If an application is submitted and it meets the set parameters, the abatement should be approved. Hage stated that only the improved value of the property is abated from the taxes.

Joyce questioned if the county and school have acted on this abatement. Hage informed the Council that the county has approved their portion and the school is meeting later this month.

**Council member Joyce introduced the Resolution No. 2018-27, entitled “RESOLUTION APPROVING TAX ABATEMENT FOR CERTAIN PROPERTY PURSUANT TO MINN. STAT. §469.1813”, and moved its adoption. The resolution was seconded by Sherman and on roll call vote: Yes: Byam, Grunig, Ray, Sherman, Joyce. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

6. League of MN Cities Insurance Renewal:

Ken Hoffman and Josh Peterson, Bank Midwest Insurance Service Agents, presented the Council with the 2018 insurance renewal from the League of Minnesota Cities Insurance Trust (LMCIT). The LMCIT is a self-insured group with its member cities. The City of Windom received a dividend payment of \$17,844 for 2017 on the property and casualty premiums. There was no workman's compensation dividend. Total coverage cost at the LMCIT for 2018 is \$165,155. A review of coverages included an increase in building coverage due to the new Emergency Services Building and inflation factors. Mobile coverage changed last year allowing anything valued at \$100,000 or less to be covered under the blanket insurance. Equipment breakdown coverage has been moved to Travelers Insurance as the LMCIT is unwilling to cover generators.

Hoffman reviewed the Travelers Insurance coverage noting that the hospital is also covered under this policy. The premium increase on this policy is due to building values being a year behind. The total premium cost for both policies is listed at \$230,787.

Hoffman explained the workman's compensation coverage. He stated that the increase in the experience modification factor (EMF) is due to a high claim from 2016. Windom is rated a .88 EMF which is 12% less than the basic rate that other cities are paying. Joyce questioned how many years are factored into the EMF, Hoffman stated it is data from a three year term, not including the most recent year. Grunig asked if the workman's compensation premium is based on payroll, which has remained static, then the increase in premium is due to the higher EMF rating from 2016. Hoffman concurred that the increase is due to the EMF rate increasing from .69 to .88. Grunig inquired if there was anything that the City of Windom could do to lower the rating. Hoffman stated that the rates cannot be changed.

Bank Midwest Insurance Service is requesting action to waive the statutory tort limit. If waived, Hoffman stated that this limits claims to \$500,000 per claimant. In addition action is requested on accepting excess liability coverage of \$1,000,000 for an annual premium of \$12,457.

**Motion by Grunig second by Joyce to not waive the statutory tort limit. Motion carried 5 - 0.**

**Motion by Grunig second by Sherman to decline the excess liability coverage of \$1,000,000. Motion carried 5 - 0.**

**Motion by Joyce second by Ray to accept LMCIT and Travelers coverage renewal. Motion carried 5 - 0.**

7. Minnesota Department of Transportation:

Nasby gave a brief overview of two parcels that MN DOT is proposing to purchase for a 2019 maintenance program for Highways 60 and 71. Right of Way Parcel #50 is a small parcel in the SE corner of the hospital property. This parcel would be used as a proposed water retention and storm sewer. In addition, Right of Way Parcel #44 is located between 11<sup>th</sup> and 12<sup>th</sup> Streets located by the Electric Department and Lion's park. MN DOT is proposing acquisition for their

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mill and overlay project and softening the curve in the highway Nasby stated that there would be minimal impact on the parks.

Peter Harff, MN DOT Acting Assistant District Engineer, introduced himself to the Council and apologized for the lack of information prior to this meeting. Harff presented the Corridors of Commerce Program. This program was created to fund projects that include improving freight movement and reducing commerce barriers. MN DOT has allotted \$400 million over four years to these projects. Project recommendations must be submitted by the public. All projects then must meet eligibility requirements, evaluated, and scored. All approved and funded projects must begin construction within four years from award date. MN DOT had 300 projects submitted with 155 viable state-wide projects. One of the proposed projects was a Highway 60 Freeway. Engineers referenced the environmental impact study from the 1980's and proposed a bypass route versus an alignment proposal. A west bypass map was reviewed. Harff stated that this bypass for the City of Windom would be unlikely due to the poor scoring and low traffic counts. He informed the Council that other proposed projects for the Corridors of Commerce program are scoring high.

Nasby stated that the county voted against the proposed project.

Byam thanked Harff for the information and MN DOT work. He stated that a bypass would have a devastating impact on the City of Windom.

Joyce commented on the corridor study and the impact is has to provide safe crossings across Highway 60/71. He asked if the year 2028 is still forecasted for these improvements. Harff answered that MN DOT currently has not allocated funds due to the impending project.

Grunig asked that of Corridors of Commerce projects are proposed by public comment, how many were submitted for Windom. Harff stated that MN DOT received one comment for Windom.

The Council thanked Harff for his information and time.

**Motion by Joyce second by Sherman to oppose a Highway 60 bypass proposal. Motion carried 5 - 0.**

### 8. County Fair Board Memo:

Nasby reviewed the lease agreement that the City of Windom has with the Cottonwood County Ag Society. The City recently entered into a lease extension of 30 years for the use of the property around the Arena. A provision of the lease agreement would need approval for any improvements outside of the Arena building. The new Arena ice making system would require a larger footprint for the cooling fans. The Cottonwood County Ag Society stated that they would be losing "prime" vendor space at the Cottonwood County fair and are requesting the City of Windom pay \$12,000 to cover lost revenue due to loss or re-location of a concession vendor space. Nasby explained that the minute excerpts from the Cottonwood County Fair Board items #1-4 are in agreement with the City with the exception that the City of Windom will have

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discretion on placement of sand during the fair. The sand placement would be completed by City staff using City equipment. Nasby is looking for Council direction as to how what amount should be paid and over what time frame.

Jones agreed that some space would be lost due to the new improvements to the arena. He asked if the Cottonwood County Ag Society were interested in a lump sum payment of \$9,000. Nasby stated that a lump sum payment was discussed with their committee.

Grunig asked if a vendor space would be lost. Nasby said it would, but it could be relocated.

**Motion by Byam second by Ray to suspend the Council Meeting rules to allow a representative of the Cottonwood County Ag Society to speak on this item. Motion carried 5 - 0.**

Mike Hanson, Cottonwood County Ag Society representative, informed the Council that the new proposal for the cooling fans and fence cuts approximately 1,200 square feet of vendor space. He stated the estimated loss maybe more than \$300 a year and an offer was presented at a prior meeting of \$500 per year and had met contention from the City. Hanson stated that the amended contract would be a 27-year time frame and the proposed cost would be \$10,500. Hanson would need Cottonwood County Fair Board for any other offer.

Jones stated concerns for the longevity of the fair and proposed that an upfront payment may be more beneficial to everyone.

Joyce asked when vendors are booked for this year's fair. Hanson replied they are 90% completed. Joyce questioned if there are more or less vendors than 2017. Hanson stated it is still unknown and they are looking for more food vendors. Joyce inquired if the vendor that would be at that location is still coming. Hanson said he thought so.

Joyce stated that at this time, it does not look like there is lost revenue as of yet. He feels as if this money could benefit the Arena improvements for activities that happen year round. Hanson stated that this is a prime space that has always had a vendor.

Byam asked if it was an electric and water accessibility issue, but he agrees with Joyce on that there is no proof yet of loss of revenue.

Schramel confirmed that the current contract states that the City of Windom does need the Cottonwood County Ag Society's permission to use the space but they cannot unreasonably withhold permission. He also requested documentation as proof of the lost revenue.

Jones indicated that there is a loss of space and that compensation is a reasonable request. Jones would like to see the fair board use the funds to make needed repairs on buildings.

Joyce asked if the bond could pay for the additional cost to the project. Nasby said yes.

Grunig stated that it would be best to commit to a known amount than a future liability cost.

Sherman would like to see a set amount to be paid sooner than later.

Schramel asked how many vendors would this space impact. Hanson stated that they are able to have two vendors in this space and they are looking at increasing vendor rates in the near future. Schramel proposed an upfront payment of \$7,500, which had already been made by the City.

Jones stated that he is okay with an \$8,100 offer as a lump sum payment to cover lost revenue. This is equal to \$300 per year for the 27 years of the remaining lease.

**Motion by Grunig second by Sherman to offer the Cottonwood County Ag Society \$8,100 as a lump sum payment to cover lost revenue due to the Arena improvement project and to amend the lease to cover this and the other four terms outlined. Motion carried 5 - 0.**

9. Telecom Commission Recommendations:

Jeff Dahna, Telecom General Manager, presented the proposed business rates for internet services. Dahna explained that prior to this proposal, there has not been a separate business rate established separate from residential customers. The Telecom Commission is proposing higher fees as businesses' use more bandwidth and are offering higher speeds up to 1 gigabyte. Also as part of the recommendation, business customers would have prioritized service.

Joyce informed the Council that the Telecom Commission compared business rates and the increase would bring WindomNet closer to the existing market. He also stated that once the redundant path from Omaha is complete, the reliability of internet service will be improved.

**Council member Sherman introduced the Resolution No. 2018-28, entitled "RESOLUTION ESTABLISHING RATES, CHARGES AND FEES FOR TELECOMMUNICATIONS ENTERPRISE FUND", and moved its adoption. The resolution was seconded by Grunig and on roll call vote: Yes: Grunig, Ray, Sherman, Joyce, Byam. No: None. Absent: None. Abstain: None. Resolution passed 5 - 0.**

Dahna advised the Council that the Telecom Commission is recommending transitioning from the current cable TV platform to an over-the-top solution from Southern Fiber Net streaming platform. The proposed platform can offer more high definition programs, digital recording, and the ability to stream on multiple devices. The streaming platform will allow WindomNet to offer the triple play service offerings at a reduced cost.

Jones questioned the timeframe. Dahna stated the project would roll out in phases with the Council approved but would like to see a short timeframe as the fixed costs with the current platform are increasing due to customers dropping video services.

The Council discussed the amount of current video customers and the rate at which they are dropping services. The new platform will have more offerings and agreed that customers will have to be educated to use the streaming service. Jones asked about the local station offerings.

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Dahna stated that it will include some channels dependent on the market and contract cost. Joyce explained that the programming costs are still being evaluated.

The Council approved proceeding with exploring the new Southern Fiber net platform transition.

10. Resolution Accepting Donation:

**Council member Byam introduced the Resolution No. 2018-29, entitled “AUTHORIZATION TO ACCEPT A DONATION IN MEMORY OF CAROL TEGELS FOR THE WINDOM LIBRARY”, and moved its adoption. The resolution was seconded by Joyce and on roll call vote: Yes: Ray, Sherman, Joyce, Byam, Grunig. No: None. Absent: None. Abstain: None. Resolution passed 5 – 0.**

Jones thanked the Tegels’ family for their donation.

11. City Code Supplement – Ordinance #168, 2<sup>nd</sup> Series First Reading:

**Motion by Joyce second by Sherman to approve the 1<sup>st</sup> Reading of Ordinance #168, 2<sup>nd</sup> Series - Enacting and Adopting a Codified Supplement to the City Code. Motion carried 5 – 0**

12. General Reserve Discussion:

Nasby presented an overview of the general fund reserve funds and the recent Council approved committed dollars.

Joyce mentioned that the East Highway 60 project TEDI grant was denied making the earmarked \$300,000 to be placed back into the reserve balance. He stated that with this back into the general fund balance, the more accurate reserve is closer to 53%. Jones advised that there would be upcoming TEDI grant application and Council would then have to discuss earmarking these funds at that time.

**Motion by Joyce second by Sherman to remove the \$300,000 earmarked for the East Highway 60 – TEDI Grant match and add the funds back into the General Fund Reserve Balance. Motion carried 5 – 0.**

Jones questioned Finance Director Chelsie Carlson on the unaudited reserve number. Carlson responded that auditors did not have any adjustments to that amount so it should be very close to the presented amount. Carlson explained that the budget is generated off of the year end balances, so these are the best to reference. Jones asked when budgeting if a more accurate figure could be presented. Carlson stated that the presented information could be easily maintained and available at future meetings.

13. Additional 2018 Mayor Appointments and Reappointments - County Liaison To EDA Board:

Hage addressed the Council about adding an additional non-voting County Liaison to the EDA board. The EDA has been working with the county on several projects and states an additional

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liaison would improve communication with this government entity. Commissioner Kevin Stevens has agreed to accept the position with Commissioner Donna Gravley as the alternate.

**Motion by Grunig second by Joyce to approve a new non-voting liaison to the Economic Development Authority of Windom (EDA) Board from the Cottonwood County Board of Commissioners. Motion carried 5 – 0.**

**Motion by Joyce second by Sherman to approve Kevin Stevens as this new liaison and Donna Gravley as the alternate liaison from the Cottonwood County Board of Commissioners to the EDA Board. Motion carried 5 – 0.**

14. Contractor Payments:

**Motion by Sherman second by Grunig to approve Pay Request #3 for Conductor Power LLC in the amount of \$360,981.95 for the Substation Project contingent upon Utility Commission approval. Motion carried 5 - 0.**

15. New Business:

Nasby reviewed that the previous meeting the Council had approved Resolution No. 2018-24. The grant application resolution must be approved verbatim in accordance with the State version. Nasby pointed out that our version must include that the City of Windom has read the conflict of interest policy.

**Council member Byam introduced the Resolution No. 2018-30, entitled "A LOCAL GOVERNMENT RESOLUTION APPROVING APPLICATION TO THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES OUTDOOR RECREATION GRANT PROGRAM", and moved its adoption. The resolution was seconded by Sherman and on roll call vote: Yes: Sherman, Joyce, Byam, Grunig and Ray. No: None. Absent: None. Abstain: None. Resolution passed 5 - 0.**

Joyce presented the City Administrator evaluation materials and timeline. He directed that each Councilmember and Mayor Jones to complete an evaluation by April 6, 2018. Nasby will also complete a self-assessment. Joyce and the Mayor will be seeking feedback from the various department heads. The Council will be discussing the evaluation at the April 17, 2018 meeting.

16. Old Business:

None.

17. Council Comments:

Grunig acknowledged an email from a concerned citizen on the bypass proposal and appreciated his thoughtful comments in reference to the project.

Byam thanked citizens for their input and encouraged them to attend Coffee with the Council as it has added members from the school and county board members.

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Joyce expressed the need to schedule the employee appreciation event. He also encouraged citizens to attend the Coffee with the Council program. Joyce questioned if the City has finished utilizing the building inspection services provided by Steve Carson. Nasby said Mr. Carson's services are no longer needed and the last invoice for December – February is being paid which was around \$300.

Sherman recognized the Police Department for their continued excellence in service.

Nasby updated the Council on the Coalition of Greater Minnesota Cities legislative day that was held March 14, 2018. Councilmember Sherman and himself attended and met with legislative representatives about the City of Windom's wastewater treatment plant and other issues such as Local Government Aid. The following day lobbyist Marty Siefert, from Flaherty and Hood, along with Nasby met with 11 legislators about the wastewater treatment plant bonding project. Nasby will be attending the League of Minnesota Cities legislative event on March 22, 2018. During this visit he will be meeting with State Senators from the Capital Finance Committee for bond funding.

18. Adjournment:

Mayor Jones adjourned the meeting by unanimous consent at 10:05 pm.

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Dominic Jones, Mayor

Attest: \_\_\_\_\_  
Steve Nasby, City Administrator

**Parks & Recreation Commission**  
**Windom City Hall**  
**March 14, 2018**  
**5:40 p.m.**

1. Call to Order:

The meeting was called to order by Vice Chair Jess Smith at 5:40 PM.

2. Roll Call:

Present: Jason Kloss, Howard Davis, Jess Smith, Dana Anderson, and Ron Kuecker,

Absent: Josh Schunk and Mari Harries

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

City Staff Present: Al Baloun, Recreation Director and Brian Cooley, Street and Park Superintendent

3. Approve Agenda

**Motion by Davis, seconded by Kuecker Agenda approved 4-0.**

4. Approve Minutes

**Motion by Kuecker, second by Davis to approve the February 14, 2018 minutes.**  
**Motion carried 4 – 0.**

5. Recreation Director's Report

- a. Friends of the Pool Meeting- Brian Joyce updated the commission on the Friends of the Pool meeting on February 28, 2018. Tom Schaeffer, US Aquatics was present at the meeting to discuss the pool feasibility study that he completed in 2017. Features at the pool were discussed as well as the estimated costs. Some of the people present at the meeting were familiar with the pool in Kasson Minnesota. US Aquatics worked with that pool and it cost about 3.1 million. He also felt that if construction was started in August that be completed in June of the following year so an entire pool season would not be lost. Joyce will be sending out possible meeting dates to Friends of the Pool members to determine a meeting date in April.
- b. Update on Arena Concrete and Compressor Project- The preconstruction meeting for the project will be held on Tuesday, March 20, 2018 in the Council Chambers at 10:30 AM. The boards on the arena began being removed on Tuesday, March 13 and expected to all be taken down by Thursday, March 15.
- c. SMART Goals- SMART goals for the Arena, Recreation, and Pool were shared with commission members by Al Baloun.

6. Park Superintendent Report

- a. DNR Grant Opportunity- The City of Windom is submitting a \$150,000 grant proposal for Island Park for construction of two tennis/pickle ball courts and restroom facilities by the baseball field. Kuecker asked why two courts were being proposed instead of three. Concerns were expressed on not enough usage and addition costs with less matching may hurt our opportunity to receive the grant.
- b. Barricades are being placed on the West side of the Arena on 9<sup>th</sup> Avenue to 16<sup>th</sup> Street due to soft ground and muddy conditions.

7. Meeting adjourned at 6:45 PM

**Motion by Davis, seconded by Anderson**

**Next Meeting Wednesday, April 11 Windom City Hall Council Chambers**

Community Center Commission Minutes  
Tuesday March 20, 2018

1. Call to Order: The meeting was called to order by President Wayne Maras at 5:45 p.m.

2. Roll Call: President: Wayne Maras  
CC Director: Brad Bussa  
Commission Members: Linda Stuckenbroker  
Mitch Voehl-Absent  
Lenny Thiner  
Commission Liaisons: Rod Byam-Absent  
Jo Ann Ray-Absent  
Brian Cooley-Absent  
City Administrator: Steve Nasby-Absent  
EDA Director: Drew Hage  
Public:

3. Approval of Minutes:

**Motion by Lenny Thiner, seconded by Linda Stuckenbroker to approve the February 13, 2018 Community Center Commission Minutes. Motion carried 3-0**

4. Additions to the agenda:

Riverfest President Diane Kruger wanted to be on Agenda but was absent

5. President's Report:

Nothing to Report

6. Director's Report:

- a. WCC Director Bussa handed out 2018 Goals and Commission reviewed them. After Discussion, WCC Commission would like to move ahead with Out Door Area.  
WCC Commission discussed Ein Bier Bitte 3 with hopes that it would continue to grow with the usage of outdoor area. Thus in return that would help the Windom Community Center increase revenue by other groups using the facility and patio area.
- b. Out Door Area-Phase 1: WCC Director Bussa handed out rough draft of lean to type roof area that would attach to Community Center and over patio area. This would make area usage more appealing and weather friendly and could be lighted for night time use. WCC Commission then stated that Phase 2 would work out towards a larger main event shelter to be used for weddings and group usage. Phase 3: WCC Commission would like to make a border area both user friendly and serve the purpose of grounds perimeter.

7. Resource Management:

Schedule of Events: Events book day by day

Income & Expense: Looking Good

8. Miscellaneous:

WCC Commission members brought up concerns of employees' vs the hours of usage. WCC Commission stated they would like to move new part time union person up in hours. **Motion by Linda Stuckenbroker, seconded by Wayne Maras to move Mindy Dewall from part time union to full time. Motion Carried 3-0.** WCC Commission would like to have WCC Director Bussa put on Personnel Committee agenda.

9. Open Forum:

Nothing to Report

10. Next Meeting:

Monday April 16, 2018 @ 5:30 pm

**Adjourn:**

**Motion by Lenny Thiner, seconded by Linda Stuckenbroker, to adjourn the meeting at 6:45 pm. Motion carried 3-0.**

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Wayne Maras, WCC President

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Linda Stuckenbroker, WCC Secretary

Attest: \_\_\_\_\_

Brad Bussa, WCC Director

**UTILITY COMMISSION MINUTES**  
**Windom City Hall, Council Chamber**  
**March 28, 2018**

**Call Meeting to Order:** The Utility Commission meeting was called to order at 10:10 a.m.

**Members Present:** Utility Commission Chairperson: Mike Schwalbach  
Members Present: Tom Riordan  
Member Absent: Glen Francis  
City Council Liaison: Marv Grunig  
Staff Present: Steve Nasby, City Administrator; Mike Haugen, Water\Wastewater Superintendent and Jason Sykora, Electric Superintendent

**APPROVE MINUTES**

**Motion by Riordan second by Schwalbach to approve the February 21, 2018 minutes. Motion carried 2-0.**

**ELECTRIC ITEMS**

Spill Protection, Containment and Countermeasures Study – Jason Sykora, Electric Superintendent, said that the Electric Department needed to update the SPCC study, which is supposed to be done every five years or when changes in management occurs. The last one was done in 2011. He has contacted Utilities Plus to update the Windom SPCC. The cost is \$3,950.

**Motion by Riordan second by Schwalbach to approve Utilities Plus to complete the SPCC Study for the Windom Municipal Utility. Motion carried 2 - 0.**

Seasonal Position Hire - Sykora asked that the Electric Department be authorized to hire a seasonal person and this is needed as soon as possible as they are a person short due to his promotion. He is requesting to re-hire Levi Bunting who has previously worked for the Department. The rate of pay would be 80% of the step 1 line worker scale, which is what it has been in the past. The Utility Commission recommends to the City Council that Levi Bunting be re-hired for the seasonal position.

Line worker Hiring Process - Schwalbach said he is in favor of seeking to hire two people as there is likely to be a retirement in the Department upcoming. Riordan and Grunig concurred. Sykora said that there are seven applicants so far and the application deadline is April 16. Nasby noted that he is looking for direction on appointing an interview team and if there are any special skills or traits the Utility Commission is looking for in the applicant. Schwalbach and Riordan agreed with having a Utility Commission representative on the interview committee. Nasby said that Grunig would also be a good addition. Recommendation by the Utility Commission to have Riordan, Grunig, Sykora and Nasby do the interviews. Riordan said the standard interview questions are good especially as several of the applicants may have previously worked with the utility. Sykora said that he could get a 20 question test used by the South Central Coop.

Substation Project Update – Sykora said they have started changing over some circuits. The project is behind schedule with a July\August completion compared to April 15, 2018 original date. The delay is due to the building taking longer than anticipated. The project has also been slowed due to old as-built plans being inaccurate or mislabeled. Circuit 5 is completely done and circuits 7 and 8 are internally looped.

Other Electric Items – Sykora said some light standards going north out of town will be replaced due to deterioration. Nasby said that the extended service warranty on the CAT generators also is an outstanding item as it was discussed previously. He said the insurance quote is based on the City having the Platinum package for extended warranties. The cost for the insurance without the extended warranty is higher than having the extended warranties in place. The CAT generators will need to be inspected before the extended warranties can start but the inspection costs will be off-set somewhat as the City has an existing maintenance agreement.

**Motion by Riordan second by Schwalbach to approve the Platinum package extended service warranties from CAT. Motion carried 2 – 0.**

**WATER\WASTEWATER ITEMS**

Legislative Update - Nasby gave an update on legislative activities from March which included visits with the House and Senate Capital Investment Committee members regarding Windom's bonding request for \$6.8 million for the wastewater treatment plant. Nasby also noted that Mayor Jones was asked to speak at a press conference by Governor Dayton on February 21, 2018.

Chloride Limits - Mike Haugen, Water\Wastewater Superintendent, said that the City will get some sort of chloride linkage in the new wastewater permit. The proposed limit could be 608 ppm but it will require a plan to get down to 229 ppm. There is a proposed timeframe and required actions to meet this goal. The final numbers will be presented in a draft permit and the City will have time to respond to the State. This will include increased testing and monitoring which will add operational costs. Schwalbach asked about a holding or settling pond before water is discharged to the river as a possible way of lowering the chloride levels.

Other Water\Wastewater Items – Haugen said there was a main break on Highland Road and a break at Toro that were repaired. He noted that the City got notice that the proposed WWTP will not need an environmental assessment and there will be a public comment period open until April 26, 2018.

**REGULAR BILLS**

**Motion by Riordan second by Schwalbach to pay the bills as presented in the packet with the correction to the Conductor Power request. Motion carried 2-0.**

**NEW BUSINESS**

None.

**OLD BUSINESS**

Sykora said there is a resolution needed for compliance with Distributed Generation. This would name the Windom Utility Commission as the governing body for rates, fees, etc. related to distributed generation. He added that there is a need to have a process for handling these requests, reporting and insuring compliance with State rules. The CMMPA has engaged a consultant to put together a handbook with all the information needed. Staff estimates the cost to be about \$2,500 as some work has already been done to allow distributed generation in Windom.

Nasby said there is a quote for maintenance on the CAT generators. He and Sykora, are recommending continuation of the maintenance program and will execute that agreement unless the Utility Commission felt otherwise. The Commission agreed that the continuation of the maintenance program should be done. Nasby said the costs for the extended warranty plans (silver, gold and platinum) were previously included in the packet for the Commission's information. Nasby said that he had met with the insurance agent that covers the Electric Department and their premium is based on continuation of the platinum level of extended warranty.

**Motion by Riordan second by Schwalbach to approve the quotes for the CAT Extended Service Warranties at the Platinum level. Motion carried 2-0.**

Next meeting set for Thursday, April 19, 2018 at 10:00 am.

**ADJOURN**

Schwalbach adjourned the meeting at 11:22 a.m.

\_\_\_\_\_  
Mike Schwalbach, Chairperson

Attest: \_\_\_\_\_  
Steve Nasby, City Administrator



Windom, MN

# Expense Approval Report

By Fund

Payment Dates 03/17/2018 - 03/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL</b>					
<b>Activity: 41110 - Mayor &amp; Council</b>					
COALITION OF GREATER MN C	20180319	03/23/2018	CGMC LEG ACTION DAY REG-S	100-41110-308	70.00
CITIZEN PUBLISHING CO	20180228	03/06/2018	ADVERTISING	100-41110-350	75.00
CONVENT. & VISITOR BUREAU	FEB-GUARD INN	03/23/2018	LODGING TAX-GUARDIAN INN	100-41110-491	886.69
CONVENT. & VISITOR BUREAU	FEB-RED CARPET	03/23/2018	LODGING TAX-RED CARPET IN	100-41110-491	163.56
CONVENT. & VISITOR BUREAU	MAR-GUARD INN	03/23/2018	LODGING TAX-GUARDIAN INN	100-41110-491	585.15
CONVENT. & VISITOR BUREAU	MAR-RED CARPET	03/23/2018	LODGING TAX-RED CARPET IN	100-41110-491	267.50
<b>Activity 41110 - Mayor &amp; Council Total:</b>					<b>2,047.90</b>
<b>Activity: 41310 - Administration</b>					
INDOFF, INC	3075748	03/06/2018	SUPPLIES	100-41310-200	11.38
INDOFF, INC	3079759	03/14/2018	SUPPLIES	100-41310-200	12.68
SELECTACCOUNT	1222811	03/21/2018	FLEX - PARTICIPANT FEE	100-41310-217	151.80
COALITION OF GREATER MN C	20180319	03/23/2018	CGMC LEG ACTION DAY REG-S	100-41310-308	70.00
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-41310-321	159.28
CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - CITY OFF	100-41310-322	606.39
SECR REV FUND/CITY OF WD	20180323	03/23/2018	PETTY CASH	100-41310-322	2.36
SECR REV FUND/CITY OF WD	20180323	03/23/2018	PETTY CASH	100-41310-322	15.75
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-41310-326	283.88
STEVE NASBY	20180323	03/23/2018	EXPENSE - CGMC LEG CONF	100-41310-331	171.26
<b>Activity 41310 - Administration Total:</b>					<b>1,484.78</b>
<b>Activity: 41910 - Building &amp; Zoning</b>					
CENTURY BUSINESS PRODUCT	414687	03/13/2018	SUPPLIES	100-41910-200	22.57
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-41910-321	114.24
CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - P & Z	100-41910-322	67.61
SW MN CHAPTER OF I.C.C.	80737127	03/23/2018	MEMBERSHIP 2018 - ANDRE	100-41910-433	60.00
<b>Activity 41910 - Building &amp; Zoning Total:</b>					<b>264.42</b>
<b>Activity: 41940 - City Hall</b>					
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-41940-381	531.02
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-41940-382	62.80
MN ENERGY RESOURCES	20180309	03/16/2018	HEATING #0505105084-00001	100-41940-383	962.29
HOMETOWN SANITATION SER	0000278948	03/06/2018	GARBAGE SERVICE - CITY HAL	100-41940-384	85.04
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-41940-385	123.15
<b>Activity 41940 - City Hall Total:</b>					<b>1,764.30</b>
<b>Activity: 42120 - Crime Control</b>					
SURPLUS SERVICES	20038101	03/23/2018	DESK-CHAIR	100-42120-200	200.00
INDOFF, INC	3075686	03/07/2018	SUPPLIES	100-42120-200	38.50
PRO ACTION SAFETY & SALES	14633	03/06/2018	UNIFORMS	100-42120-218	2,012.90
ITL PATCH COMPANY, INC	50183	03/28/2018	UNIFORMS	100-42120-218	110.00
COTTONWOOD CO AUD/TREA	20180319	03/26/2018	DEPUTY ATTORNEY	100-42120-304	3,957.50
ELITE PROTECTIVE SERVICES I	3267	03/21/2018	TRAINING - DEVIN KOPPERUD	100-42120-308	400.00
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-42120-321	68.73
VERIZON WIRELESS	9803089570	03/16/2018	SUBSCRIBER	100-42120-321	103.55
CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - POLICE	100-42120-322	3.49
SECR REV FUND/CITY OF WD	20180323	03/23/2018	PETTY CASH	100-42120-322	4.34
LEASE FINANCE PARTNERS	#3250 3-20-18	03/27/2018	SERVICE #3250	100-42120-326	433.00
WINDOM QUICK PRINT	20180312	03/21/2018	SUPPLIES	100-42120-350	225.77
BUFFALO RIDGE DRUG TASK F	20180315	03/21/2018	CELL PHONE FORENSIC	100-42120-404	100.00
SMITH APPLIANCE SERVICE LL	20180315	03/21/2018	FRIDGE	100-42120-404	250.00
NORTHERN SAFETY TECHNOL	45284	03/21/2018	MAINTENANCE - EXPANSION	100-42120-404	201.90
CRYSTAL WINDSHIELD REPAIR	ICW-0319-04630	03/26/2018	MAINTENANCE - WINDSHIELD	100-42120-405	796.53
COTTONWOOD CO AUD/TREA	20180319	03/26/2018	RENT	100-42120-412	1,900.00
FLEET SERVICES DIVISION	2018080002	03/26/2018	SERVICE #A00WIN	100-42120-419	2,070.88

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SECR REV FUND/CITY OF WD	20180323	03/23/2018	PETTY CASH	100-42120-444	21.75
				<b>Activity 42120 - Crime Control Total:</b>	<b>12,898.84</b>
<b>Activity: 42220 - Fire Fighting</b>					
HEIMAN FIRE EQUIP. CO	0866530-IN	03/07/2018	UNIFORMS	100-42220-218	103.65
MUNICIPAL EMERGENCY SER	IN1207179	03/16/2018	TRAINING	100-42220-308	685.00
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-42220-321	41.96
VERIZON WIRELESS	9803089570	03/16/2018	SERVICE FOR LAP TOPS	100-42220-321	21.14
CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - FIRE	100-42220-322	6.33
VERIZON WIRELESS	9803089570	03/16/2018	SERVICE FOR LAP TOPS	100-42220-326	10.02
MARK MARCY	20180316	03/21/2018	EXPENSE - DULUTH FIRE OFFI	100-42220-331	330.82
MARK MARCY	20180316	03/21/2018	EXPENSE - DULUTH FIRE OFFI	100-42220-334	10.17
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-42220-381	270.84
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-42220-382	13.03
MN ENERGY RESOURCES	20180308A	03/13/2018	HEATING #0506419706-0002-	100-42220-383	830.93
HOMETOWN SANITATION SER	0000278963	03/13/2018	GARBAGE SERVICE - EMS BLD	100-42220-384	41.99
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-42220-385	28.17
BEN DERICKSON	20180316	03/16/2018	EXPENSE - AUTO PARTS	100-42220-405	43.79
SECR REV FUND/CITY OF WD	20180323	03/23/2018	PETTY CASH	100-42220-480	20.00
				<b>Activity 42220 - Fire Fighting Total:</b>	<b>2,457.84</b>
<b>Activity: 42500 - Civil Defense</b>					
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-42500-381	30.59
FEDERAL SIGNAL CORP	6829273	03/16/2018	CIVIL DEFENSE SIREN REPAIR	100-42500-405	203.86
				<b>Activity 42500 - Civil Defense Total:</b>	<b>234.45</b>
<b>Activity: 43100 - Streets</b>					
SHI INTERNATIONAL CORP	B07847384	03/07/2018	SOFTWARE - STREET - MS OF	100-43100-200	243.00
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-43100-217	67.00
CEMSTONE PRODUCTS CO	C1877620	03/20/2018	STREET MAINT MATERIALS	100-43100-224	83.75
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-43100-321	45.50
CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - STREET	100-43100-322	2.32
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-43100-381	2,555.25
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-43100-381	331.42
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-43100-382	16.34
MN ENERGY RESOURCES	20180307A	03/14/2018	HEATING - ST GARAGE	100-43100-383	1,199.57
HOMETOWN SANITATION SER	0000278949	03/13/2018	GARBAGE SERVICE - STREET D	100-43100-384	84.73
HOMETOWN SANITATION SER	07570	03/13/2018	GARBAGE SERVICE - SQUARE	100-43100-384	46.12
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-43100-385	31.05
GUNNINK & GUNNINK, INC	5488	03/28/2018	MAINTENANCE - SUPPLIES	100-43100-404	214.56
GUNNINK & GUNNINK, INC	5875	03/28/2018	MAINTENANCE - SUPPLIES	100-43100-404	133.80
SHARE CORP.	48524	03/23/2018	MAINTENANCE	100-43100-405	294.13
				<b>Activity 43100 - Streets Total:</b>	<b>5,348.54</b>
<b>Activity: 45120 - Recreation</b>					
CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - OTHER O	100-45120-217	0.46
				<b>Activity 45120 - Recreation Total:</b>	<b>0.46</b>
<b>Activity: 45202 - Park Areas</b>					
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-45202-326	466.67
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	100-45202-381	494.09
				<b>Activity 45202 - Park Areas Total:</b>	<b>960.76</b>
				<b>Fund 100 - GENERAL Total:</b>	<b>27,462.29</b>
<b>Fund: 211 - LIBRARY</b>					
<b>Activity: 45501 - Library</b>					
SECR REV FUND/CITY OF WD	20180323	03/23/2018	PETTY CASH	211-45501-200	3.74
SECR REV FUND/CITY OF WD	20180323	03/23/2018	PETTY CASH	211-45501-200	9.80
SECR REV FUND/CITY OF WD	20180323	03/23/2018	PETTY CASH	211-45501-211	6.41
SECR REV FUND/CITY OF WD	20180323	03/23/2018	PETTY CASH	211-45501-211	10.15
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	211-45501-321	27.91
SECR REV FUND/CITY OF WD	20180323	03/23/2018	PETTY CASH	211-45501-322	8.41
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	211-45501-326	205.33
WINDOM QUICK PRINT	20180320	03/21/2018	SUPPLIES	211-45501-350	91.25

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Payment Dates: 03/17/2018 - 03/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	211-45501-381	210.20
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	211-45501-382	18.55
MN ENERGY RESOURCES	20180308	03/13/2018	HEATING #0504542703-00001	211-45501-383	96.42
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	211-45501-385	37.56
MICROMARKETING, LLC	710353	03/21/2018	BOOKS	211-45501-435	84.98
				<b>Activity 45501 - Library Total:</b>	<b>810.71</b>
				<b>Fund 211 - LIBRARY Total:</b>	<b>810.71</b>

## Fund: 225 - AIRPORT

## Activity: 45127 - Airport

CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - AIRPORT	225-45127-217	1.84
SOUTHWEST MN BROADBAN	#886 3-15-18	03/21/2018	SERVICE #886	225-45127-321	26.65
MN POLLUTION CONTROL AG	10000050611	03/23/2018	WATER PERMIT #4160 #1000	225-45127-406	400.00
O'DAY EQUIPMENT, LLC	SRVCE0065906	03/21/2018	SERVICE	225-45127-406	963.00
				<b>Activity 45127 - Airport Total:</b>	<b>1,391.49</b>
				<b>Fund 225 - AIRPORT Total:</b>	<b>1,391.49</b>

## Fund: 230 - POOL

## Activity: 45124 - Pool

ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	230-45124-217	133.33
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	230-45124-321	27.98
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	230-45124-381	29.00
				<b>Activity 45124 - Pool Total:</b>	<b>190.31</b>
				<b>Fund 230 - POOL Total:</b>	<b>190.31</b>

## Fund: 235 - AMBULANCE

## Activity: 42153 - Ambulance

BOUND TREE MEDICAL, LLC	82786439	03/02/2018	OPERATING SUPPLIES	235-42153-217	668.32
BOUND TREE MEDICAL, LLC	82794208	03/13/2018	OPERATING SUPPLIES	235-42153-217	126.70
BOUND TREE MEDICAL, LLC	82797433	03/13/2018	OPERATING SUPPLIES	235-42153-217	4.77
BOUND TREE MEDICAL, LLC	82797434	03/13/2018	OPERATING SUPPLIES	235-42153-217	114.87
BOUND TREE MEDICAL, LLC	82797435	03/13/2018	OPERATING SUPPLIES	235-42153-217	239.16
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	235-42153-321	17.45
VERIZON WIRELESS	9803089570	03/16/2018	SERVICE FOR LAP TOPS	235-42153-321	123.49
CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - AMBULA	235-42153-322	8.74
EXPERT T BILLING	4265	03/14/2018	SERVICE	235-42153-326	1,944.00
JOHN MEYER	20180326	03/26/2018	EXPENSE - AMBULANCE	235-42153-334	31.61
DONNA MARCY	20180326	03/26/2018	EXPENSE - AMBULANCE	235-42153-334	46.08
KRISTEN PORATH	20180326	03/26/2018	EXPENSE - AMBULANCE	235-42153-334	70.65
BUCKWHEAT JOHNSON	20180326	03/26/2018	EXPENSE - AMBULANCE	235-42153-334	11.66
JOLYNN NERHUS	20180326	03/26/2018	EXPENSE - AMBULANCE	235-42153-334	94.36
MARK MARCY	20180327	03/27/2018	EXPENSE -	235-42153-334	18.41
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	235-42153-381	180.56
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	235-42153-382	8.69
MN ENERGY RESOURCES	20180308A	03/13/2018	HEATING #0506419706-0002-	235-42153-383	553.62
HOMETOWN SANITATION SER	0000278963	03/13/2018	GARBAGE SERVICE - EMS BLD	235-42153-384	28.00
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	235-42153-385	18.78
ELIZABETH CHEVROLET	#4523 3-14-18	03/21/2018	REPAIR #29	235-42153-405	874.43
				<b>Activity 42153 - Ambulance Total:</b>	<b>5,184.35</b>
				<b>Fund 235 - AMBULANCE Total:</b>	<b>5,184.35</b>

## Fund: 250 - EDA GENERAL

## Activity: 46520 - EDA

CENTURY BUSINESS PRODUCT	414687	03/13/2018	SUPPLIES	250-46520-200	45.12
EHLERS & ASSOC., INC.	76528	03/16/2018	SERVICE-TAX ABATEMENT DIS	250-46520-301	240.00
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	250-46520-321	255.88
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	250-46520-321	114.24
CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - EDA	250-46520-322	14.20
DREW HAGE	20180315	03/21/2018	EXPENSE - SOCIAL MEDIA BRE	250-46520-331	11.99
CITIZEN PUBLISHING CO	20180228	03/06/2018	ADVERTISING	250-46520-350	79.50

Expense Approval Report

Payment Dates: 03/17/2018 - 03/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	250-46520-381	48.91
				<b>Activity 46520 - EDA Total:</b>	<b>809.84</b>
				<b>Fund 250 - EDA GENERAL Total:</b>	<b>809.84</b>

Fund: 252 - EDA SCDP

Activity: 46520 - EDA

SW MN HOUSING PARTNERSH	2282018	03/23/2018	GRANT DEVELOPMENT FEE	252-46520-491	1,000.00
				<b>Activity 46520 - EDA Total:</b>	<b>1,000.00</b>
				<b>Fund 252 - EDA SCDP Total:</b>	<b>1,000.00</b>

Fund: 401 - GENERAL CAPITAL PROJECTS

Activity: 49950 - Capital Outlay

ACTIVE NETWORK, LLC	1012581	03/23/2018	REC SOFTWARE UPGRADE	401-49950-504	3,150.00
				<b>Activity 49950 - Capital Outlay Total:</b>	<b>3,150.00</b>
				<b>Fund 401 - GENERAL CAPITAL PROJECTS Total:</b>	<b>3,150.00</b>

Fund: 601 - WATER

CORE & MAIN LP	1522694	03/22/2018	INVENTORY	601-14200	1,040.74
CORE & MAIN LP	1569778	03/22/2018	INVENTORY	601-14200	246.02
					<b>1,286.76</b>

Activity: 49400 - Water

HAWKINS, INC	4241247	03/14/2018	CHEMICALS	601-49400-216	3,572.76
MN VALLEY TESTING	907727	03/14/2018	TESTING	601-49400-310	67.50
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	601-49400-321	49.90
GOPHER STATE ONE CALL	8020817	03/06/2018	LOCATES	601-49400-321	2.36
CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - WATER	601-49400-322	55.73
CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - WATER	601-49400-322	2.16
INNOVATIVE SYSTEMS LLC	36494	03/06/2018	POSTAGE	601-49400-322	234.38
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	601-49400-326	67.00
HP DATAONE, LLC	20180326	03/26/2018	3RD IN 2018	601-49400-326	1,328.13
INNOVATIVE SYSTEMS LLC	36254	03/02/2018	BILLING SYSTEM MAINTENAN	601-49400-326	760.50
INNOVATIVE SYSTEMS LLC	36395	03/06/2018	BILLING SYSTEM SOFTWARE S	601-49400-326	517.50
INNOVATIVE SYSTEMS LLC	36494	03/06/2018	INVOICE PROCESSING	601-49400-326	196.00
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	601-49400-381	4,310.27
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	601-49400-382	16.92
MN ENERGY RESOURCES	20180312B	03/16/2018	HEATING #0505923431-00001	601-49400-383	742.20
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	601-49400-385	32.73
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	601-49400-386	50.00
CORE & MAIN LP	1589967	03/15/2018	MAINTENANCE - CLAMP FOR	601-49400-480	351.28
				<b>Activity 49400 - Water Total:</b>	<b>12,357.32</b>
				<b>Fund 601 - WATER Total:</b>	<b>13,644.08</b>

Fund: 602 - SEWER

Activity: 49450 - Sewer

MN ENERGY RESOURCES	20190312A	03/16/2018	HEATING #0504488160-00001	602-49450-310	85.11
MN VALLEY TESTING	907185	03/06/2018	TESTING	602-49450-310	144.00
MN VALLEY TESTING	907289	03/06/2018	TESTING	602-49450-310	218.00
MN VALLEY TESTING	907505	03/14/2018	TESTING	602-49450-310	227.20
MN VALLEY TESTING	907537	03/14/2018	TESTING	602-49450-310	227.20
MN VALLEY TESTING	908069	03/14/2018	TESTING	602-49450-310	227.20
MN VALLEY TESTING	908131	03/14/2018	TESTING	602-49450-310	144.00
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	602-49450-321	172.67
GOPHER STATE ONE CALL	8020817	03/06/2018	LOCATES	602-49450-321	2.36
CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - SEWER	602-49450-322	55.74
INNOVATIVE SYSTEMS LLC	36494	03/06/2018	POSTAGE	602-49450-322	234.36
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	602-49450-326	67.00
HP DATAONE, LLC	20180326	03/26/2018	3RD IN 2018	602-49450-326	1,328.12
INNOVATIVE SYSTEMS LLC	36254	03/02/2018	BILLING SYSTEM MAINTENAN	602-49450-326	760.50
INNOVATIVE SYSTEMS LLC	36395	03/06/2018	BILLING SYSTEM SOFTWARE S	602-49450-326	517.50
INNOVATIVE SYSTEMS LLC	36494	03/06/2018	INVOICE PROCESSING	602-49450-326	196.00
STEVE NASBY	20180323B	03/23/2018	EXPENSE-LMC LEGISLATIVE C	602-49450-331	163.50

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ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	602-49450-381	14,412.26
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	602-49450-382	270.59
MN ENERGY RESOURCES	20180307	03/14/2018	HEATING #0506646838-00001	602-49450-383	1,873.88
MN ENERGY RESOURCES	20180309A	03/16/2018	HEATING #0506746718-00001	602-49450-383	19.62
HOMETOWN SANITATION SER	0000278952	03/14/2018	GARBAGE SERVICE - WASTEWA	602-49450-384	85.04
MARK STEVEN DYKES	11752	03/21/2018	MAINTENANCE-CALIBRATE M	602-49450-404	664.55
GRAYBAR ELECTRIC CO	9302671577	03/06/2018	MAINTENANCE - 1000-XL	602-49450-404	1,094.24
DAKOTA SUPPLY GROUP	D729184	03/14/2018	SERVICE	602-49450-409	380.00
MN POLLUTION CONTROL AG	10000053438	03/23/2018	WATER PERMIT #2636 #10000	602-49450-444	5,900.00
				<b>Activity 49450 - Sewer Total:</b>	<b>29,470.64</b>
				<b>Fund 602 - SEWER Total:</b>	<b>29,470.64</b>

## Fund: 604 - ELECTRIC

BORDER STATES	914882286	03/16/2018	INVENTORY	604-14200	1,044.00
IRBY ELECTRICAL DISTRIBUTO	S010647175.001	03/13/2018	INVENTORY	604-14200	520.00
UTILITIES PLUS ENERGY SERVI	600520	03/06/2018	SUBSTATION	604-16300	6,075.00
ELECTRIC FUND	20180307	03/23/2018	EL - ACCIDENT	604-37470	15.60
					<b>7,654.60</b>

## Activity: 49550 - Electric

ELECTRIC FUND	144	03/16/2018	EL - ELECTRIC SHOP	604-49550-200	13.86
WINDOM QUICK PRINT	20180306	03/21/2018	SUPPLIES	604-49550-200	68.66
SHI INTERNATIONAL CORP	B07847384	03/07/2018	SOFTWARE - ELECTRIC - MS O	604-49550-200	243.00
TRI-STATE POWER SOLUTIONS	1912901022962	03/16/2018	SUPPLIES	604-49550-217	24.90
COLE PAPERS INC.	9405678	03/13/2018	SUPPLIES	604-49550-217	72.22
COLE PAPERS INC.	9407164	03/13/2018	CREDIT - SUPPLIES	604-49550-217	-61.56
CMP - CENTRAL MUNICIPAL P	06233	03/13/2018	ENERGY	604-49550-263	120,857.53
CMP - CENTRAL MUNICIPAL P	06233	03/13/2018	TRANSMISSION	604-49550-263	142,997.62
DEPARTMENT OF ENERGY	BFPB000800218	03/09/2018	POWER COST	604-49550-263	65,569.08
SKARSHAUG TESTING LAB	225242	03/13/2018	LAB TESTING	604-49550-310	221.41
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	604-49550-321	130.40
GOPHER STATE ONE CALL	8020817	03/06/2018	LOCATES	604-49550-321	2.36
CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - ELECTRIC	604-49550-322	55.74
CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - ELECTRIC	604-49550-322	16.27
INNOVATIVE SYSTEMS LLC	36494	03/06/2018	POSTAGE	604-49550-322	234.38
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	604-49550-326	149.68
HP DATAONE, LLC	20180326	03/26/2018	3RD IN 2018	604-49550-326	1,328.12
INNOVATIVE SYSTEMS LLC	36254	03/02/2018	BILLING SYSTEM MAINTENAN	604-49550-326	1,521.00
INNOVATIVE SYSTEMS LLC	36395	03/06/2018	BILLING SYSTEM SOFTWARE S	604-49550-326	223.90
INNOVATIVE SYSTEMS LLC	36494	03/06/2018	INVOICE PROCESSING	604-49550-326	196.00
STEVE NASBY	20180323A	03/23/2018	EXPENSE-CMPAS MARCH MT	604-49550-331	73.03
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	604-49550-381	240.40
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	604-49550-382	33.25
HOMETOWN SANITATION SER	0000278953	03/06/2018	GARBAGE SERVICE - ELECTRIC	604-49550-384	84.75
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	604-49550-385	60.67
ELECTRIC FUND	143	03/16/2018	EL - WATER/WW/WATER TOW	604-49550-402	419.27
RAGE INC - CAMPUS CLEANER	03-010128	03/06/2018	SERVICE - POWER PLANT	604-49550-406	34.17
BRAD BUSSA	20180316	03/16/2018	CLEANING	604-49550-406	184.60
COLE PAPERS INC.	9404296	03/06/2018	SUPPLIES	604-49550-406	209.27
FINLEY ENGINEERING	07-17630	03/23/2018	WINDOM -MAP UPDATES 201	604-49550-408	4,217.52
ELECTRIC FUND	140	03/16/2018	EL - DISTRIBUTION	604-49550-408	22.10
RESCO	709084-00	03/21/2018	MAINTENANCE - ELASTIMOLD	604-49550-408	737.55
ELECTRIC FUND	142	03/16/2018	EL - CITY HALL	604-49550-409	23.68
MN DEPT OF LABOR & INDUS	ABR01838921	03/16/2018	INV ABR01838921 #85433	604-49550-433	40.00
CMP - CENTRAL MUNICIPAL P	06221	03/13/2018	CIP PROGRAM CHARGES	604-49550-450	2,501.13
ELECTRIC FUND	138	03/16/2018	EL - OBSOLETE	604-49550-463	119.60
				<b>Activity 49550 - Electric Total:</b>	<b>342,865.56</b>
				<b>Fund 604 - ELECTRIC Total:</b>	<b>350,520.16</b>

## Fund: 609 - LIQUOR STORE

## Activity: 49751 - Liquor Store

INDOFF, INC	7993724	03/13/2018	SUPPLIES	609-49751-200	245.00
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## Expense Approval Report

Payment Dates: 03/17/2018 - 03/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DACOTAH PAPER CO	82441	03/27/2018	SUPPLIES	609-49751-217	124.27
BREAKTHRU BEVERAGE MN	1080769320	03/13/2018	MERCHANDISE	609-49751-251	738.83
SOUTHERN GLAZER'S OF MN	1654709	03/06/2018	MERCHANDISE	609-49751-251	4,682.16
PHILLIPS WINE & SPIRITS	2320469	03/13/2018	MERCHANDISE	609-49751-251	4,089.59
PAUSTIS WINE COMPANY	2464	03/02/2018	MERCHANDISE	609-49751-251	137.00
PHILLIPS WINE & SPIRITS	289334	03/27/2018	CREDIT - MERCHANDISE	609-49751-251	-90.74
JOHNSON BROS.	5950592	03/06/2018	MERCHANDISE	609-49751-251	4,443.52
JOHNSON BROS.	5955617	03/13/2018	MERCHANDISE	609-49751-251	1,526.46
BELLBOY CORP	63085800	03/06/2018	MERCHANDISE	609-49751-251	180.00
JOHNSON BROS.	670086	03/27/2018	CREDIT - MERCHANDISE #595	609-49751-251	-23.00
BREAKTHRU BEVERAGE MN	1080769321	03/13/2018	MERCHANDISE	609-49751-252	40.00
ARTISAN BEER COMPANY	3244560	03/06/2018	MERCHANDISE	609-49751-252	238.00
DOLL DISTRIBUTING, LLC	403251	03/16/2018	MERCHANDISE	609-49751-252	4,444.25
DOLL DISTRIBUTING, LLC	407626	03/27/2018	MERCHANDISE	609-49751-252	6,752.95
JOHNSON BROS.	5950594	03/06/2018	MERCHANDISE	609-49751-252	21.99
BEVERAGE WHOLESALERS	694927	03/20/2018	MERCHANDISE	609-49751-252	11,205.15
BEVERAGE WHOLESALERS	695948	03/23/2018	MERCHANDISE	609-49751-252	3,792.30
BREAKTHRU BEVERAGE MN	1080769320	03/13/2018	MERCHANDISE	609-49751-253	48.00
SOUTHERN GLAZER'S OF MN	1654710	03/06/2018	MERCHANDISE	609-49751-253	210.00
PHILLIPS WINE & SPIRITS	2316802	03/06/2018	MERCHANDISE	609-49751-253	80.00
PHILLIPS WINE & SPIRITS	2320470	03/13/2018	MERCHANDISE	609-49751-253	1,178.75
PAUSTIS WINE COMPANY	2463	03/13/2018	MERCHANDISE	609-49751-253	1,096.00
JOHNSON BROS.	5950593	03/06/2018	MERCHANDISE	609-49751-253	2,168.06
JOHNSON BROS.	5955618	03/13/2018	MERCHANDISE	609-49751-253	1,077.25
JOHNSON BROS.	669995	03/27/2018	CREDIT - MERCHANDISE #595	609-49751-253	-134.09
RED BULL DISTRIBUTION CO, I	K-35143998	03/13/2018	MERCHANDISE	609-49751-254	193.00
PHILLIPS WINE & SPIRITS	2320469	03/13/2018	MERCHANDISE	609-49751-265	89.00
JOHNSON BROS.	5950593	03/06/2018	MERCHANDISE	609-49751-265	132.35
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	609-49751-321	100.53
CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - LIQUOR	609-49751-322	6.02
CITIZEN PUBLISHING CO	20180228	03/06/2018	COMPUTER SUPPORT	609-49751-326	45.00
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	609-49751-326	623.35
BREAKTHRU BEVERAGE MN	1080769320	03/13/2018	MERCHANDISE	609-49751-333	14.80
SOUTHERN GLAZER'S OF MN	1654709	03/06/2018	MERCHANDISE	609-49751-333	84.15
SOUTHERN GLAZER'S OF MN	1654710	03/06/2018	MERCHANDISE	609-49751-333	10.25
PHILLIPS WINE & SPIRITS	2316802	03/06/2018	MERCHANDISE	609-49751-333	3.48
PHILLIPS WINE & SPIRITS	2320469	03/13/2018	MERCHANDISE	609-49751-333	56.55
PHILLIPS WINE & SPIRITS	2320470	03/13/2018	MERCHANDISE	609-49751-333	33.06
PAUSTIS WINE COMPANY	2463	03/13/2018	MERCHANDISE	609-49751-333	13.75
JOHNSON BROS.	5950592	03/06/2018	MERCHANDISE	609-49751-333	69.60
JOHNSON BROS.	5950593	03/06/2018	MERCHANDISE	609-49751-333	73.67
JOHNSON BROS.	5955617	03/13/2018	MERCHANDISE	609-49751-333	21.05
JOHNSON BROS.	5955618	03/13/2018	MERCHANDISE	609-49751-333	41.76
UNIVERSAL PUBLICATIONS	156961	03/21/2018	ADVERTISING	609-49751-340	350.00
CITIZEN PUBLISHING CO	20180228	03/06/2018	ADVERTISING	609-49751-340	1,037.90
MN ENERGY RESOURCES	20180312A	03/23/2018	HEATING #0507314125-00001	609-49751-381	285.50
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	609-49751-381	637.87
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	609-49751-382	19.17
HOMETOWN SANITATION SER	0000278951	03/13/2018	GARBAGE SERVICE - RIVER BE	609-49751-385	271.44
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	609-49751-385	35.87
RAGE INC - CAMPUS CLEANER	03-010586	03/20/2018	SERVICE - RIVER BEND LIQ	609-49751-406	43.32
<b>Activity 49751 - Liquor Store Total:</b>					<b>52,564.14</b>
<b>Fund 609 - LIQUOR STORE Total:</b>					<b>52,564.14</b>
<b>Fund: 614 - TELECOM</b>					
MANKATO NETWORKS, LLC	388040	03/16/2018	CORE UPGRADE	614-16400	4,507.90
MANKATO NETWORKS, LLC	388072	03/16/2018	CORE UPGRADE	614-16400	3,815.00
MANKATO NETWORKS, LLC	388083	03/21/2018	CORE UPGRADE	614-16400	205.00
POWER & TEL	6389253-00	03/16/2018	CORE UPGRADE	614-16400	639.34
					<b>9,167.24</b>

## Expense Approval Report

Payment Dates: 03/17/2018 - 03/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Activity: 49870 - Telecom</b>					
SHI INTERNATIONAL CORP	807847384	03/07/2018	SOFTWARE - TELECOM - MS V	614-49870-200	630.00
RAGE INC - CAMPUS CLEANER	02-011007	03/16/2018	SERVICE - WINDOM NET	614-49870-211	21.33
RAGE INC - CAMPUS CLEANER	03-010130	03/07/2018	SERVICE - WINDOM NET	614-49870-211	21.33
GRAYBAR ELECTRIC CO	9302805397	03/16/2018	MAINTENANCE SUPPLIES	614-49870-227	160.31
INTERSTATE TRS FUND	82580703186	03/16/2018	ASSESSMENT FOR 499-A FILIN	614-49870-304	227.07
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	614-49870-321	446.53
GOPHER STATE ONE CALL	8020817	03/06/2018	LOCATES	614-49870-321	2.37
CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - TELECO	614-49870-322	55.73
CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - TELECO	614-49870-322	12.18
SECR REV FUND/CITY OF WD	20180323	03/23/2018	PETTY CASH	614-49870-322	1.74
INNOVATIVE SYSTEMS LLC	36494	03/06/2018	POSTAGE	614-49870-322	234.38
HP DATAONE, LLC	20180326	03/26/2018	3RD IN 2018	614-49870-326	1,328.13
INNOVATIVE SYSTEMS LLC	36254	03/02/2018	BILLING SYSTEM MAINTENAN	614-49870-326	875.00
INNOVATIVE SYSTEMS LLC	36254	03/02/2018	BILLING SYSTEM MAINTENAN	614-49870-326	1,521.00
INNOVATIVE SYSTEMS LLC	36395	03/06/2018	BILLING SYSTEM SOFTWARE S	614-49870-326	1,846.10
INNOVATIVE SYSTEMS LLC	36494	03/06/2018	INVOICE PROCESSING	614-49870-326	196.00
NEUSTAR, INC.	L-0000023787	03/13/2018	NUMBER PORTS #10202	614-49870-326	9.25
INNOVATIVE SYSTEMS LLC	36494	03/06/2018	INSERTS	614-49870-350	185.73
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	614-49870-381	1,920.72
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	614-49870-382	18.64
MN ENERGY RESOURCES	20180308B	03/16/2018	HEATING #0507509833-00001	614-49870-383	238.27
HOMETOWN SANITATION SER	0000278954	03/07/2018	GARBAGE SERVICE - TELECOM	614-49870-384	73.92
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	614-49870-385	34.37
WINDOM TOWING LLC	5584	03/16/2018	SERVICE	614-49870-405	25.00
CENTURY LINK	459162	03/26/2018	DIRECTORY LISTING #459162	614-49870-441	155.61
CONSOLIDATED COMMUNICA	#1160904 3-1-18	03/13/2018	10 GB TRANSPORT - MARCH 2	614-49870-442	2,950.00
UNITED COMMUNICATIONS C	02282018	03/16/2018	SUBSCRIBER	614-49870-442	3,514.50
MLB NETWORK	099069	03/16/2018	SUBSCRIBER	614-49870-442	994.05
TEGNA	1374-1131	03/16/2018	SUBSCRIBER	614-49870-442	7,380.45
NEXSTAR BROADCASTING GR	1432-1132	03/16/2018	SUBSCRIBER	614-49870-442	7,240.05
INDEPENDENT COMMUNIATI	20180131B	03/16/2018	SUBSCRIBER	614-49870-442	148.20
INDEPENDENT COMMUNIATI	20180228	03/16/2018	SUBSCRIBER	614-49870-442	4,441.74
UNITED COMMUNICATIONS C	20180228	03/21/2018	SUBSCRIBER	614-49870-442	7,050.00
CBS TELEVISION STATIONS	20190228	03/16/2018	SUBSCRIBER	614-49870-442	6,326.10
FOX TELEVISION STATIONS, IN	387-1030	03/21/2018	SUBSCRIBER	614-49870-442	5,271.75
TOWER DISTRIBUTION COMP	663216	03/16/2018	SUBSCRIBER	614-49870-442	659.88
FOX SPORTS	N85804	03/16/2018	SUBSCRIBER	614-49870-442	19,288.80
BTN - BIG TEN NETWORK	N90734	03/16/2018	SUBSCRIBER	614-49870-442	4,145.40
UNIVERSAL SERVICE ADMIN C	UBDI0000965836	03/27/2018	499 A CONTRIBUTION	614-49870-443	1,574.42
CONSOLIDATED CALL CENTER	10756	03/21/2018	DA/OPERATATOR ASSISTANCE	614-49870-445	113.61
CONSOLIDATED COMMUNICA	#1160904 3-1-18	03/13/2018	10 GB TRANSPORT - MARCH 2	614-49870-447	5,987.50
IP NETWORKS INC	#20175074 2-16-18	03/16/2018	SPAM SERVER	614-49870-447	5,565.00
JEREMY ROLFES	20180316	03/16/2018	EXPENSE - SUPPORT JAN-FEB	614-49870-447	55.94
MANKATO NETWORKS, LLC	388040	03/16/2018	INTERNET EXPENSE	614-49870-447	2,545.05
MANKATO NETWORKS, LLC	388072	03/16/2018	EXPENSE - INTERNET	614-49870-447	3,425.05
SWWC - SOUTHWEST WEST C	56608	03/07/2018	SERVICE #1849	614-49870-448	950.00
CENTURY LINK	507-831-1075-104 3-16	03/26/2018	SERVICE 831-1075-104	614-49870-451	78.89
<b>Activity 49870 - Telecom Total:</b>					<b>99,947.09</b>
<b>Fund 614 - TELECOM Total:</b>					<b>109,114.33</b>

**Fund: 615 - ARENA****Activity: 49850 - Arena**

ADVANCE AUTO PARTS	20180301	03/20/2018	MAINTENANCE	615-49850-211	29.90
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	615-49850-321	124.20
SECR REV FUND/CITY OF WD	20180323	03/23/2018	PETTY CASH	615-49850-322	24.70
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	615-49850-326	335.00
CITIZEN PUBLISHING CO	20180228	03/06/2018	ADVERTISING	615-49850-340	110.40
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	615-49850-381	7,258.28
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	615-49850-382	384.42
MN ENERGY RESOURCES	20180313	03/21/2018	HEATING #0504094426-0001	615-49850-383	1,679.22

Expense Approval Report

Payment Dates: 03/17/2018 - 03/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HOMETOWN SANITATION SER	0000278955	03/14/2018	GARBAGE SERVICE - ARENA	615-49850-384	130.88
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	615-49850-385	143.73
				<b>Activity 49850 - Arena Total:</b>	<b>10,220.73</b>
				<b>Fund 615 - ARENA Total:</b>	<b>10,220.73</b>

Fund: 617 - M/P CENTER

Activity: 49860 - M/P Center

INDOFF, INC	3079205	03/13/2018	SUPPLIES	617-49860-200	37.67
COLE PAPERS INC.	9406851	03/16/2018	SUPPLIES	617-49860-211	57.10
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	617-49860-321	110.48
CMRS - TMS #256704	#256704 3-19-18	03/22/2018	POSTAGE #256704 - M/P	617-49860-322	29.05
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	617-49860-326	400.33
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	617-49860-381	1,074.38
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	617-49860-382	64.50
MN ENERGY RESOURCES	20180312	03/16/2018	HEATING #0503741572-00001	617-49860-383	1,852.20
HOMETOWN SANITATION SER	0000278956	03/06/2018	GARBAGE SERVICE - COMM C	617-49860-384	51.52
ELECTRIC FUND	20180316	03/16/2018	MONTHLY UTILITY & TELECO	617-49860-385	129.23
RAGE INC - CAMPUS CLEANER	03-010129	03/06/2018	SERVICE - COMM CENTER	617-49860-406	59.50
COLE PAPERS INC.	9403967	03/06/2018	SUPPLIES	617-49860-406	153.90
				<b>Activity 49860 - M/P Center Total:</b>	<b>4,019.86</b>
				<b>Fund 617 - M/P CENTER Total:</b>	<b>4,019.86</b>

Fund: 700 - PAYROLL

Internal Revenue Service-Payr	INV0001340	03/30/2018	Federal Tax Withholding	700-21701	9,787.29
MN Department of Revenue -	INV0001339	03/30/2018	State Withholding	700-21702	4,752.11
Internal Revenue Service-Payr	INV0001341	03/30/2018	Social Security	700-21703	12,150.98
MN Pera	INV0001333	03/30/2018	PERA	700-21704	13,416.70
MN Pera	INV0001334	03/30/2018	PERA	700-21704	5,890.71
MN Pera	INV0001335	03/30/2018	PERA	700-21704	1,031.82
MN State Deferred	INV0001336	03/30/2018	Deferred Compensation	700-21705	5,269.11
MN State Deferred	INV0001337	03/30/2018	Deferred Roth	700-21705	475.00
LOCAL UNION #949	20180301	03/16/2018	UNION DUES	700-21707	1,872.90
LAW ENFORCMENT LABOR SE	20180301	03/16/2018	UNION DUES - POLICE	700-21708	343.00
Internal Revenue Service-Payr	INV0001338	03/30/2018	Medicare Withholding	700-21711	3,469.32
SELECTACCOUNT	38624178	03/21/2018	FLEX SPENDING	700-21712	127.67
SELECTACCOUNT	38628814	03/27/2018	FLEX SPENDING	700-21712	3,880.77
AFLAC	750632	03/20/2018	INSURANCE - MAR 2018 - AFT	700-21715	204.00
AFLAC	750632	03/20/2018	INSURANCE - MAR 2018 - PRE	700-21716	334.59
MN BENEFIT ASSOCIATION	2018-0025307	03/16/2018	INSURANCE 3/1/18 - PRE TAX	700-21717	4.84
MN BENEFIT ASSOCIATION	2018-0025307	03/16/2018	INSURANCE 3/1/18 - AFTER T	700-21719	109.17
					<b>63,119.98</b>
				<b>Fund 700 - PAYROLL Total:</b>	<b>63,119.98</b>
				<b>Grand Total:</b>	<b>672,672.91</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - GENERAL	27,462.29
211 - LIBRARY	810.71
225 - AIRPORT	1,391.49
230 - POOL	190.31
235 - AMBULANCE	5,184.35
250 - EDA GENERAL	809.84
252 - EDA SCDP	1,000.00
401 - GENERAL CAPITAL PROJECTS	3,150.00
601 - WATER	13,644.08
602 - SEWER	29,470.64
604 - ELECTRIC	350,520.16
609 - LIQUOR STORE	52,564.14
614 - TELECOM	109,114.33
615 - ARENA	10,220.73
617 - M/P CENTER	4,019.86
700 - PAYROLL	63,119.98
<b>Grand Total:</b>	<b>672,672.91</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-41110-308	Training & Registrations	70.00
100-41110-350	Printing & Design	75.00
100-41110-491	Payments to Other Orga	1,902.90
100-41310-200	Office Supplies	24.06
100-41310-217	Other Operating Supplie	151.80
100-41310-308	Training & Registrations	70.00
100-41310-321	Telephone	159.28
100-41310-322	Postage	624.50
100-41310-326	Data Processing	283.88
100-41310-331	Travel Expense	171.26
100-41910-200	Office Supplies	22.57
100-41910-321	Telephone	114.24
100-41910-322	Postage	67.61
100-41910-433	Dues & Subscriptions	60.00
100-41940-381	Electric Utility	531.02
100-41940-382	Water Utility	62.80
100-41940-383	Gas Utility	962.29
100-41940-384	Refuse Disposal	85.04
100-41940-385	Sewer Utility	123.15
100-42120-200	Office Supplies	238.50
100-42120-218	Uniforms	2,122.90
100-42120-304	Legal Fees	3,957.50
100-42120-308	Training & Registrations	400.00
100-42120-321	Telephone	172.28
100-42120-322	Postage	7.83
100-42120-326	Data Processing	433.00
100-42120-350	Printing & Design	225.77
100-42120-404	Repairs & Maint - M&E	551.90
100-42120-405	Repairs & Maint - Vehicl	796.53
100-42120-412	Rentals - Building	1,900.00
100-42120-419	Vehicle Lease	2,070.88
100-42120-444	License Fees	21.75
100-42220-218	Uniforms	103.65
100-42220-308	Training & Registrations	685.00
100-42220-321	Telephone	63.10
100-42220-322	Postage	6.33
100-42220-326	Data Processing	10.02

## Account Summary

Account Number	Account Name	Payment Amount
100-42220-331	Travel Expense	330.82
100-42220-334	Meals/Lodging	10.17
100-42220-381	Electric Utility	270.84
100-42220-382	Water Utility	13.03
100-42220-383	Gas Utility	830.93
100-42220-384	Refuse Disposal	41.99
100-42220-385	Sewer Utility	28.17
100-42220-405	Repairs & Maint - Vehicl	43.79
100-42220-480	Other Miscellaneous	20.00
100-42500-381	Electric Utility	30.59
100-42500-405	Repairs & Maint - Vehicl	203.86
100-43100-200	Office Supplies	243.00
100-43100-217	Other Operating Supplie	67.00
100-43100-224	Street Maint Materials	83.75
100-43100-321	Telephone	45.50
100-43100-322	Postage	2.32
100-43100-381	Electric Utility	2,886.67
100-43100-382	Water Utility	16.34
100-43100-383	Gas Utility	1,199.57
100-43100-384	Refuse Disposal	130.85
100-43100-385	Sewer Utility	31.05
100-43100-404	Repairs & Maint - M&E	348.36
100-43100-405	Repairs & Maint - Vehicl	294.13
100-45120-217	Other Operating Supplie	0.46
100-45202-326	Data Processing	466.67
100-45202-381	Electric Utility	494.09
211-45501-200	Office Supplies	13.54
211-45501-211	Cleaning Supplies	16.56
211-45501-321	Telephone	27.91
211-45501-322	Postage	8.41
211-45501-326	Data Processing	205.33
211-45501-350	Printing & Design	91.25
211-45501-381	Electric Utility	210.20
211-45501-382	Water Utility	18.55
211-45501-383	Gas Utility	96.42
211-45501-385	Sewer Utility	37.56
211-45501-435	Books and Pamphlets	84.98
225-45127-217	Other Operating Supplie	1.84
225-45127-321	Telephone	26.65
225-45127-406	Repairs & Maint - Groun	1,363.00
230-45124-217	Other Operating Supplie	133.33
230-45124-321	Telephone	27.98
230-45124-381	Electric Utility	29.00
235-42153-217	Other Operating Supplie	1,153.82
235-42153-321	Telephone	140.94
235-42153-322	Postage	8.74
235-42153-326	Data Processing	1,944.00
235-42153-334	Meals/Lodging	272.77
235-42153-381	Electric Utility	180.56
235-42153-382	Water Utility	8.69
235-42153-383	Gas Utility	553.62
235-42153-384	Refuse Disposal	28.00
235-42153-385	Sewer Utility	18.78
235-42153-405	Repairs & Maint - Vehicl	874.43
250-46520-200	Office Supplies	45.12
250-46520-301	Auditing & Consulting Se	240.00
250-46520-321	Telephone	370.12
250-46520-322	Postage	14.20

## Account Summary

Account Number	Account Name	Payment Amount
250-46520-331	Travel Expense	11.99
250-46520-350	Printing & Design	79.50
250-46520-381	Electric Utility	48.91
252-46520-491	Payments to Other Orga	1,000.00
401-49950-504	Capital Outlay - Parks	3,150.00
601-14200	Inventory	1,286.76
601-49400-216	Chemicals and Chemical	3,572.76
601-49400-310	Lab Testing	67.50
601-49400-321	Telephone	52.26
601-49400-322	Postage	292.27
601-49400-326	Data Processing	2,869.13
601-49400-381	Electric Utility	4,310.27
601-49400-382	Water Utility	16.92
601-49400-383	Gas Utility	742.20
601-49400-385	Sewer Utility	32.73
601-49400-386	Landfill	50.00
601-49400-480	Other Miscellaneous	351.28
602-49450-310	Lab Testing	1,272.71
602-49450-321	Telephone	175.03
602-49450-322	Postage	290.10
602-49450-326	Data Processing	2,869.12
602-49450-331	Travel Expense	163.50
602-49450-381	Electric Utility	14,412.26
602-49450-382	Water Utility	270.59
602-49450-383	Gas Utility	1,893.50
602-49450-384	Refuse Disposal	85.04
602-49450-404	Repairs & Maint - M&E	1,758.79
602-49450-409	Repairs & Maint - Utilitie	380.00
602-49450-444	License Fees	5,900.00
604-14200	Inventory	1,564.00
604-16300	Improvements Other Th	6,075.00
604-37470	Electric Materials Sold	15.60
604-49550-200	Office Supplies	325.52
604-49550-217	Other Operating Supplie	35.56
604-49550-263	Merchandise for Resale -	329,424.23
604-49550-310	Lab Testing	221.41
604-49550-321	Telephone	132.76
604-49550-322	Postage	306.39
604-49550-326	Data Processing	3,418.70
604-49550-331	Travel Expense	73.03
604-49550-381	Electric Utility	240.40
604-49550-382	Water Utility	33.25
604-49550-384	Refuse Disposal	84.75
604-49550-385	Sewer Utility	60.67
604-49550-402	Repairs & Maint - Struct	419.27
604-49550-406	Repairs & Maint - Groun	428.04
604-49550-408	Repairs & Maint - Distrib	4,977.17
604-49550-409	Repairs & Maint - Utilitie	23.68
604-49550-433	Dues & Subscriptions	40.00
604-49550-450	Conservation	2,501.13
604-49550-463	Obsolete Inventory	119.60
609-49751-200	Office Supplies	245.00
609-49751-217	Other Operating Supplie	124.27
609-49751-251	Liquor	15,683.82
609-49751-252	Beer	26,494.64
609-49751-253	Wine	5,723.97
609-49751-254	Soft Drinks & Mix	193.00
609-49751-265	Merchandise Returned f	221.35

## Account Summary

Account Number	Account Name	Payment Amount
609-49751-321	Telephone	100.53
609-49751-322	Postage	6.02
609-49751-326	Data Processing	668.35
609-49751-333	Freight and Express	422.12
609-49751-340	Advertising & Promotion	1,387.90
609-49751-381	Electric Utility	923.37
609-49751-382	Water Utility	19.17
609-49751-385	Sewer Utility	307.31
609-49751-406	Repairs & Maint - Groun	43.32
614-16400	Machinery & Equipment	9,167.24
614-49870-200	Office Supplies	630.00
614-49870-211	Cleaning Supplies	42.66
614-49870-227	Utility System Maint Sup	160.31
614-49870-304	Legal Fees	227.07
614-49870-321	Telephone	448.90
614-49870-322	Postage	304.03
614-49870-326	Data Processing	5,775.48
614-49870-350	Printing & Design	185.73
614-49870-381	Electric Utility	1,920.72
614-49870-382	Water Utility	18.64
614-49870-383	Gas Utility	238.27
614-49870-384	Refuse Disposal	73.92
614-49870-385	Sewer Utility	34.37
614-49870-405	Repairs & Maint - Vehicl	25.00
614-49870-441	Transmission Fees	155.61
614-49870-442	Subscriber Fees	69,410.92
614-49870-443	Intergovernmental Fees	1,574.42
614-49870-445	Switch Fees	113.61
614-49870-447	Internet Expense	17,578.54
614-49870-448	On-Call Support	950.00
614-49870-451	Call Completion	78.89
615-49850-211	Cleaning Supplies	29.90
615-49850-321	Telephone	124.20
615-49850-322	Postage	24.70
615-49850-326	Data Processing	335.00
615-49850-340	Advertising & Promotion	110.40
615-49850-381	Electric Utility	7,258.28
615-49850-382	Water Utility	384.42
615-49850-383	Gas Utility	1,679.22
615-49850-384	Refuse Disposal	130.88
615-49850-385	Sewer Utility	143.73
617-49860-200	Office Supplies	37.67
617-49860-211	Cleaning Supplies	57.10
617-49860-321	Telephone	110.48
617-49860-322	Postage	29.05
617-49860-326	Data Processing	400.33
617-49860-381	Electric Utility	1,074.38
617-49860-382	Water Utility	64.50
617-49860-383	Gas Utility	1,852.20
617-49860-384	Refuse Disposal	51.52
617-49860-385	Sewer Utility	129.23
617-49860-406	Repairs & Maint - Groun	213.40
700-21701	Federal Withholding	9,787.29
700-21702	State Withholding	4,752.11
700-21703	FICA Tax Withholding	12,150.98
700-21704	PERA Contributions	20,339.23
700-21705	Retirement	5,744.11
700-21707	Union Dues	1,872.90

**Account Summary**

Account Number	Account Name	Payment Amount
700-21708	PD Union Dues	343.00
700-21711	Medicare Tax Withholdi	3,469.32
700-21712	Flex Account	4,008.44
700-21715	Individual Insurance-Afla	204.00
700-21716	Individual Insurance-Afla	334.59
700-21717	Individual Insurance-MB	4.84
700-21719	Individual Insurance-MB	109.17
	<b>Grand Total:</b>	<u>672,672.91</u>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	672,672.91
<b>Grand Total:</b>	<u>672,672.91</u>

3-29-18  




**Minnesota Department of Public Safety**  
**Alcohol and Gambling Enforcement Division**  
 445 Minnesota Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY**  
**TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date organized	Tax exempt number
Business, Arts & Recreation Center (BARC)	Jan 1, 2002	41-2022824

Address	City	State	Zip Code
PO Box 123, 1012 5th Ave.	Windom	Minnesota	56101

Name of person making application	Business phone	Home phone
Greg Warner	507-831-2375	507-822-2217

Date(s) of event	Type of organization
May 5th, 2018	<input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit

Organization officer's name	City	State	Zip Code
John Holt	Windom	Minnesota	56101

Organization officer's name	City	State	Zip Code
Juane Elston	Windom	Minnesota	56101

Organization officer's name	City	State	Zip Code
Cheryl Hanson	Windom	Minnesota	56101

Organization officer's name	City	State	Zip Code
Ashley Johnson	Windom	Minnesota	56101

Location where permit will be used. If an outdoor area, describe.  
 BARC Gym - 1012 5th Ave., Windom, MN 56101

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.  
 Only Beer and Wine will be served

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
 MN Joint underwriting Association - 50,000 each person, 100,000 each occurrence.

**APPROVAL**

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official \_\_\_\_\_ Approved Director Alcohol and Gambling Enforcement \_\_\_\_\_

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

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

## RESOLUTION #2018-

**INTRODUCED:**

**SECONDED:**

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

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### 2018 NATIONAL LIBRARY WEEK PROCLAMATION

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

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

**WHEREAS**, librarians are leaders in their institutions and organizations, in their communities, in the nation and in the world; and

**WHEREAS**, librarians continue to lead the way in leveling the playing field for all who seek information and access to technologies; and

**WHEREAS**, libraries and librarians look beyond their traditional roles and provide transformative opportunities for education, employment, entrepreneurship, empowerment and engagement, as well new services that connect closely with patrons' needs; and

**WHEREAS**, libraries and librarians lead their communities in innovation, providing STEAM programming, Makerspaces and access and training for new technologies; and

**WHEREAS**, libraries are pioneers supporting democracy and effecting social change, with a commitment to providing equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status; and

**WHEREAS**, libraries lead in working with diverse communities, including people of color, immigrants and people with disabilities, offering services and educational resources that transform communities, open minds and promote inclusion and diversity; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA**, that the week of April 8-14, 2018, is proclaimed National Library Week. All residents are encouraged to visit the library this week and explore what's new at your library, and engage with your librarian. Because of you, Libraries Transform.

Adopted by the Council this 3<sup>rd</sup> day of April, 2018.

\_\_\_\_\_  
Dominic Jones, Mayor

Attest: \_\_\_\_\_  
Steve Nasby, City Administrator

## RESOLUTION #2018-

**INTRODUCED:**

**SECONDED:**

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

**AUTHORIZATION TO ACCEPT DONATION FROM  
JACK KELLY – KELLY IRRIGATION  
FOR THE WINDOM EMERGENCY SERVICES FACILITY**

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**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**, Jack Kelly, owner of Kelly Irrigation, is a supporter of the City of Windom and the Windom Emergency Services Facility; and

**WHEREAS**, the City of Windom has received donations from Jack Kelly – Kelly Irrigation of 400 hours of labor and use of equipment, valued at \$6,990.00, for installation of the irrigation system and landscaping at the Emergency Services Facility.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA**, that the City Council accepts the donation of 400 hours of labor and use of equipment valued at \$6,990.00 from Jack Kelly – Kelly Irrigation for the irrigation and landscaping at the Emergency Services Facility.

Adopted by the Council this 3rd day of April, 2018.

\_\_\_\_\_  
Dominic Jones, Mayor

Attest: \_\_\_\_\_  
Steven Nasby, City Administrator

## KELLY IRRIGATION-DONATION

### INVOICE

507-822-1072  
bigjackkelly@gmail.com

Jack Kelly  
Kelly Irrigation  
750 Highland Road  
Windom, MN  
56101

City of Windom  
Attention: Steve Nasby  
Title: Administrator and Facility Manager  
444 9th Street, P.O. Box 38  
Windom, MN 56101  
Date: March 20, 2017  
Project Title: Windom Firehall and EMS Building  
Project Description: Irrigation Installation  
Invoice Number: 03202018-Donation  
Project completed: November 15, 2017  
Terms: 30 Days

Company/Individual	Description	Cost
Kelly Irrigation	labor: 400 hours @15/hour	\$6000.00
Kelly Irrigation	labor: gas (11 weeks x \$30 a tank for 2 John Deere tractors & plow)	\$990.00
		\$ 6,990.00

## ACTION ITEM



**CITY OF WINDOM**  
444 9th Street  
Windom, MN 56101  
Phone: 507-831-6129  
Fax: 507-831-6127  
[www.windom-mn.com](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** Steve Nasby, City Administrator *SN*  
**DATE:** March 29, 2018  
**RE:** Telecom – Settlement and Release Regarding SMBS and TV Programming  
**DEPT:** Administration  
**CONTACT:** Steve Nasby: [Steve.Nasby@windommn.com](mailto:Steve.Nasby@windommn.com) or [Jeff.Dahna@windommn.com](mailto:Jeff.Dahna@windommn.com)

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### **Recommendations/Options/Action Requested**

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Staff recommends that the City Council take the following action:

1. Execute the Settlement Agreement Between the City of Windom and Southwest Minnesota Broadband Services (SBMS)

### **Issue Summary/Background**

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The City of Windom, through Windomnet, provides programming to SMBS pursuant to the terms of a Master Services Agreement. In late 2017 it was discovered that there was not a current retransmission agreement between Windom and TV Station KTTW. To reimburse KTTW for this retransmission the City entered into a contract with KTTW which required payment for prior programming services.

The City has made its payment for KTTW services provided to Windomnet customers and informed SMBS of the amount they were due based on their customer counts since they were also retransmitting KTTW programming. The proposed settlement between the City and SMBS is to collect payment from SMBS for those programming services while holding SMBS harmless from any future situations where unauthorized retransmission is discovered.

The City Attorney and Windomnet General Manager have reviewed the agreement and are recommending approval.

### **Fiscal Impact**

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The letter from the SMBS attorney indicates that they will not pay the KTTW programming costs if the settlement is not executed by the City. Should there be legal action, by the City, SMBS or KTTW, the anticipated costs could be significantly higher.

### **Attachments**

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1. Letter from Joseph Bromeland, SMBS Attorney
2. Settlement Agreement and Release



## MASCHKA, RIEDY, RIES & FRENZ LAW FIRM

151 Saint Andrews Court, Building 1010 | Mankato, Minnesota 56001  
Phone 507-625-6600 | Fax 507-625-4002 | Email [mrr-law@mrr-law.com](mailto:mrr-law@mrr-law.com) | Website [mrr-law.com](http://mrr-law.com)

March 02, 2018

Mr. Steve Nasby  
City Administrator  
Windom City Hall  
444 9th Street  
PO Box 38  
Windom, MN 56101-0038

RE: Southwest Broadband v. City of Windom  
Our File No: 19773.0001

Dear Mr. Nasby:

Please be advised that Southwest Minnesota Broadband Services (SMBS) has engaged our services in order to review the invoice in the amount of \$22,726.50 which the City of Windom has tendered SMBS, and which we understand represents licensing fees which Windom has paid to KTTW for past years where Windom had not previously obtained proper licensing or authorization from KTTW to rebroadcast the station.

The City of Windom should be aware that SMBS is not obligated to reimburse it for this expense due to the unambiguous language contained in paragraphs 9.2 and 9.4 of the Master Services and Management Agreement between the City of Windom and SMBS which was executed by the parties in 2014. However, in the interest of avoiding litigation and other unnecessary conflict with respect to this invoice, SMBS would be agreeable to paying the invoice on the condition that the City of Windom and SMBS execute the enclosed Settlement Agreement and Release which has been prepared by my office. Essentially, the proposed Settlement Agreement and Release states that SMBS will pay this invoice, but will not pay any other invoices related to Windom's failure or alleged failure to obtain necessary licenses and/or authorizations from its vendors to rebroadcast content which is subject to intellectual property rights.

If the City of Windom finds the enclosed Settlement Agreement and Release to be acceptable, we would ask that it be executed by a representative of the City with authority to enter into such an agreement and return it to me at your earliest convenience. Once we receive the signed Agreement, SMBS will also sign the document and then issue payment to the City of Windom in the amount of \$22,726.50. If the City of Windom is not agreeable to executing the Settlement Agreement and Release, or something substantially similar following acceptable revisions, then SMBS does not intend to honor the invoice.

Gerald L. Maschka<sup>\*\*\*†</sup> | John Chuck Peterson | Marcus J. Christianson<sup>\*\*†</sup> | Renee C. Rubish<sup>\*</sup> | Nick A. Frenz<sup>\*\*†</sup> | George E. (Jed) Chronic<sup>▲</sup>  
Nicholas J. Maxwell | Joseph M. Bromeland<sup>◆</sup> | Abbie S. Olson | Eric G. Iverson | Brent J. Peterson

<sup>\*</sup>Board Certified as Civil Trial Specialist by the National Board of Trial Advocacy and/or the Minnesota State Bar Association <sup>●</sup>Also Admitted in South Dakota  
<sup>▲</sup>Also admitted in Florida, Illinois & Missouri <sup>◆</sup>Also admitted in Iowa <sup>■</sup>Qualified ADR Neutral <sup>†</sup>Member of the American Board of Trial Advocates

March 2, 2018  
LT Steve Nasby  
Page 2

Please do not hesitate to contact me should the City have any questions or concerns regarding this matter.

Very truly yours,

MASCHKA, RIEDY, RIES & FRENTZ



Joseph M. Bromeland  
jbromeland@mrr-law.com

JMB:gr

Enclosures

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (Agreement) is entered into on the date executed below by and between the City of Windom, Minnesota (Windom) and Southwest Minnesota Broadband Services (SMBS), on behalf of themselves and their heirs, personal representatives, successors, assigns, and subrogees (hereinafter collectively referred to in this agreement as the "Parties").

### **RECITALS**

1. WHEREAS, Windom and SMBS are signatories to a document entitled "Master Services and Management Agreement Between the City of Windom, Minnesota and Southwest Minnesota Broadband Services" dated November 5, 2014, a true and correct copy of which is attached hereto as Exhibit A; and
2. WHEREAS, the Master Services and Management Agreement states at paragraph 9.2 that: "Subject to Section 8, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the Indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the intellectual property rights of any Third-Party."; and
3. WHEREAS, the Master Services and Management Agreement states at paragraph 9.4 that: "Windom shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to Windom in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for SMBS to use

such facilities and services as contemplated hereunder and at least in the same manner used by Windom for the facilities and services provided hereunder.”; and

4. WHEREAS, Windom has tendered to SMBS an invoice in the amount of \$22,726.50, which represents licensing fees paid to KTTW for past years where Windom had not properly obtained a license and/or authorization from KTTW to rebroadcast the station. A true and correct copy of said invoice is attached hereto as Exhibit B; and
5. WHEREAS, the \$22,726.50 that Windom paid to KTTW as payment for past years unauthorized rebroadcast of KTTW operates as a “loss, cost, expense or liability” to Windom due to the fact that these fees had not been incorporated into the Parties’ billing structure and passed onto end users in those years. Therefore, SMBS denies that it is responsible for this loss, cost, expense or liability pursuant to paragraph 9.2 of the Master and Services and Management Agreement; and
6. WHEREAS, the Parties now desire to settle all present and future claims relating to or raising out of Windom’s failure or alleged failure to obtain necessary licenses and/or authorizations from its vendors to rebroadcast content which is subject to intellectual property rights as required under paragraph 9.4 of the Master and Services and Management Agreement attached hereto.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby stipulated and agreed by and between the parties as follows:

1. **Payment.** SMBS shall pay to Windom the sum of \$22,726.50, which the parties hereby agree is good and valuable consideration for this agreement due to the disputed nature of the alleged obligation.

2. **Release.** In consideration of the payment of \$22,726.50 to Windom paid by SMBS, Windom hereby releases and forever discharges SMBS, its heirs, representatives, successors and assignees from any and all liability, actions, causes of actions, claims and demands, known and unknown, upon and by reason of any loss, cost, expense or liability arising out of any claim that Windom has misappropriated or otherwise violated the intellectual property rights of any Third-Party including, but not limited to, any further claims that any content provider or other Party is entitled to licensing or other fees relating to years where its content was provided without a proper license or authorization to rebroadcast its content.

IT IS FURTHER AGREED AND UNDERSTOOD that said payment is not to be construed as an admission of liability and is a compromise of a doubtful and disputed claim.

IT IS FURTHER AGREED AND UNDERSTOOD that this release and the payment made pursuant hereto is not to be construed as a waiver by or as an estoppel of any Party hereby released to prosecute a claim or cause of action against any other person, firm or corporation for losses sustained as a result of the subject matter of this Settlement Agreement and Release, or to deny liability to and defend against any claim or action brought by any person, firm or corporation as a result of the subject matter of this Settlement Agreement and Release.

3. **Governing Law.** The parties hereby stipulate and agree that this Settlement Agreement and Release shall be interpreted in accordance with the laws of the State of Minnesota, and that any legal action arising out of this Agreement shall be venued in Cottonwood County District Court, Fifth Judicial District of Minnesota.

This Release contains the entire agreement between the Parties hereto and the terms of this Release are contractual and not a mere recital.

Dated: \_\_\_\_\_

\_\_\_\_\_  
By:  
City of Windom  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
By:  
Southwest Minnesota Broadband Services  
Its: \_\_\_\_\_

**ACTION ITEM**



**CITY OF WINDOM**  
444 9th Street  
Windom, MN 56101  
Phone: 507-831-6129  
Fax: 507-831-6127  
[www.windom-mn.com](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** Steve Nasby, City Administrator and Dan Ortmann, Fire Chief  
**DATE:** March 29, 2018  
**RE:** Regional Mutual Aid Agreement  
**DEPT:** Administration  
**CONTACT:** Steve Nasby: [Steve.Nasby@windommn.com](mailto:Steve.Nasby@windommn.com)

**Recommendations/Options/Action Requested**

---

Staff recommends that the City Council take the following action:

1. Approve SW Minnesota and West Central Mutual Aid agreement for fire.

**Issue Summary/Background**

---

Aiding surrounding communities through mutual aid agreements has been common practice for emergency services for many years. These agreements are beneficial to the safety and welfare of the general public if there are events such as natural disasters that will require emergency responses from outside of a community.

The City of Windom currently participates in mutual aid agreements between cities and county-wide. Should there be a significant need for mutual aid (e.g. Madelia fire or Comfrey tornado) multiple emergency responders would participate. As such, the fire departments in the SW MN Region and West Central MN Region are proposing a joint, regional mutual aid agreement. Mutual aid agreements serve as base agreements that outline the procedures, authorities, responsibilities, liabilities and costs should mutual aid be needed.

Windom Fire Chief Dan Ortmann is supportive of widening the scope of our mutual aids and participation in this agreement. The City Attorney, along with the League of Minnesota Cities, has reviewed the agreement and did not have any objections. This agreement only cover Fire Departments at this time.

The City of Windom Ambulance will still be participants and covered by the Cottonwood County Mutual Aid agreement and any other individual City-to-City mutual aid agreements that are in place.

**Fiscal Impact**

---

None anticipated as the City currently participates in mutual aid agreements and there is a reimbursement mechanism established for costs incurred for mutual aid calls.

**Attachments**

---

1. SW Minnesota\West Central Minnesota Mutual Aid Agreement



CONNECTING & INNOVATING  
SINCE 1913

April 24, 2017

Attention: Southwest Fire Department Association and  
West Central Fire Department Association Members

To Whom It May Concern:

I have reviewed the Southwest Fire Department Association and West Central Fire Department Association Mutual Aid Agreement.

While approval of the Agreement is subject to review by the governing body of each Party, the League of Minnesota Cities has no objections to the Agreement. The Agreement complies in all material respects with League recommendations regarding liability, workers' compensation, damage to property and reimbursement.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

Chris Smith  
Risk Management Attorney

**MEMBERS OF BOTH**  
**SOUTHWEST FIRE DEPARTMENT ASSOCIATION &**  
**WEST CENTRAL FIRE DEPARTMENT ASSOCIATION**  
**MUTUAL AID AGREEMENT**

Whereas, the said Municipalities desire to make available to each other their respective fire-fighting equipment and personnel in the case of emergencies, and each of said Municipalities has legal authority to send its fire-fighting equipment and personnel into other communities.

**Now therefore it is mutually agreed as follows:**

1. On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

it is agreed that the \_\_\_\_\_ Fire Department shall provide Mutual Aid to any of the Fire Departments listed as members of the Southwest Fire Department Association (SWFDA) & West Central Fire Department Association (WCFDA) and who have executed this Agreement. This Agreement shall be in effect when executed by the appropriate persons for the Municipalities. A list of all members of the SWFDA & WCFDA signing this Agreement shall be furnished to each member of each Association. A list of current association members is attached (Attachment 1) to this Agreement as "Southwest Fire Department Assn Region 13 & West Central Fire Department Assn Region 9 Members".

2. Any Municipality wishing to withdraw as a party to the Members of SWFDA & WCFDA Mutual Aid Agreement, may do so by notifying every other party in writing at least 30 days prior to its withdrawal as a party to the Members of Both SWFDA & WCFDA Mutual Aid Agreement.
3. It is further agreed that Municipalities that are not members of both SWFDA & WCFDA, but are adjacent to the Association members may become a part to this Agreement providing they agree to all terms of the Mutual Aid Agreement. In the event these Municipalities wish to withdraw from the Agreement they must notify parties to this Agreement in writing of their intent to withdrawal at least 30 days prior to termination of the Agreement.

**Purpose:**

This agreement is made pursuant of the Minnesota Statutes, Section 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is to make equipment, personnel, and other resources available to each Party who has signed this Agreement upon its request to the other Parties who have signed the Agreement.

**Definitions:**

1. "Party" means a local government or a non-profit organization that contracts with local governments.
2. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.
3. "Requesting Party" means a Party that requests assistance from other Parties, normally the fire department of the jurisdiction in which an incident requiring assistance occurs.
4. "Responding Official" means the person designated by the Party who is responsible to determine whether and to what extent that Party should provide assistance to a Requesting Party.
5. "Responding Party" means a Party that provides assistance to a Requesting Party.

### Procedure:

1. Request for Assistance. Whenever, in the opinion of the Requesting Official, there is a need for assistance from other Parties, the Requesting Official may call upon the Requesting Official of any other Party to furnish assistance.
2. Response to Request. Upon the request for assistance from the Requesting Party, the Responding Official may authorize and direct its personnel to provide assistance to the Requesting Party. Whether the Responding party provides assistance and, if so, to what extent shall be determined by the Responding Official.
3. Recall of Assistance. The Responding Official may at any time recall such assistance when in his or her best judgement or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.
4. Command of Scene. The Requesting Party shall be in command of the emergency scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance. In the event an emergency occurs in or crosses the boundaries of more than one jurisdiction, a joint command of the affected jurisdictions should be established.

### Charges to the Requesting Party:

1. The Requesting Party agrees to compensate the Responding Party as specified in this Agreement. Charges to the Requesting Party from the Responding Party shall be the actual expenses and at the rates (except rate for Additional Firefighters) based on most current MN DNR document "Suggested Equipment Standards and Hourly Rates for Fire Departments that have an agreement with the Division of Forestry MN/DNR", current copy (Attachment 2) to this contract and located at the following link:  
<http://files.dnr.state.mn.us/assistance/grants/ruralfire/FireDeptCoopAgrRateTable.pdf> for:
  - a. Labor Force (To be based on Attachment 3)
  - b. Equipment (except Aerial Apparatus, See Attachment 4)
  - c. Transportation
  - d. Meals, Lodging, and Other Related Expenses
2. Invoice to the Requesting Party. Within 90 days after the completion of the assistance, the Responding Party shall submit an invoice for all charges, including labor and equipment related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement. The Requesting Party shall pay the claims within 30 days of receipt. Failure of the Responding Party to submit the claim within 90 days shall be reason for the Requesting Party to deny the claim.
3. A Responding Party shall not charge for assistance provided to the Requesting Party of this Agreement for the first 5 hours of such assistance. If an Aerial Apparatus is requested, then a charge for the initial 1<sup>st</sup> hour and additional hours will be based on Attachment 4. However, a Requesting Party shall reimburse the cost of all extinguishing materials consumed by each Responding Party. After 5 hours, the Requesting Party shall be responsible to pay for the actual and necessary expenses of each Responding Party from the beginning of the incident at which the Responding Party provided Assistance to when they are back in service at their Municipality.

### Discretionary Assistance:

Providing assistance is entirely at the discretion of the Responding Party. The agreement to provide assistance is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

### **Workers Compensation:**

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

### **Damage to Equipment:**

Each Party shall be responsible for damage to its own equipment. Each party waives the right to sue any other Party for any damage to its equipment, even if the damage was caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

### **Liability:**

1. The Requesting party agrees to indemnify and defend against any claims brought or actions files against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the Party of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this Agreement.
2. Under no circumstances, however, shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party.
3. The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating these reciprocal duties to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.
4. No Party to this Agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish assistance to any other Party, or for recalling assistance, both as described in this Agreement.
5. Failure to provide assistance will not result in liability of a Party.

### **Amendments:**

Amendments to this Agreement may be proposed at any regular meeting of the Association, provided that every Member department is notified in writing of the proposed change at least 30 days prior to the regular meeting date. Proposed amendments to this Agreement that are approved by a 2/3rds vote of the members voting will be forwarded to each Party for approval. This Agreement will only be amended after each Party's governing body approves the revised Agreement.

### **Non-Members:**

Non-members of either SWFDA & WCFDA must approve any revised Agreement to remain parties of the Agreement. If any amendment to this Agreement is not acceptable to a Non-member, it shall withdraw from this Agreement and give 30-days written notice of its intent to withdrawal to all Parties of this Agreement.

**Counterparts:**

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

CITY OF: \_\_\_\_\_

By: \_\_\_\_\_ (City Manager/Administrator/Clerk)

By: \_\_\_\_\_ (Mayor)

**ATTACHMENTS:**

1. Southwest Fire Department Assn Region 13 & West Central Fire Department Assn Region 9 Members
2. Suggested Equipment Standards and Hourly Rates for Fire Departments that have an agreement with the Division of Forestry MN/DNR (Most current published)
3. Additional Firefighter Hourly Rates
4. Aerial Apparatus Rates

**SOUTHWEST FIRE DEPARTMENT ASSN  
REGION 13 MEMBERS**

FIRE DEPARTMENT		FIRE DEPARTMENT		FIRE DEPARTMENT	
1 -	Adrian	20 -	Jackson	39 -	Rushmore
2 -	Balaton	21 -	Kenneth	40 -	Ruthton
3 -	Beaver Creek	22 -	Jasper	41 -	Sanborn
4 -	Bigelow	23 -	Jeffers	42 -	Seaforth
5 -	Brewster	24 -	Lake Benton	43 -	Slayton
6 -	Chandler	25 -	Lake Wilson	44 -	Storden
7 -	Clements	26 -	Lakefield	45 -	Tracy
8 -	Comfrey	27 -	Lamberton	46 -	Tyler
9 -	Currie	28 -	Lismore	47 -	Vesta
10 -	Dovray	29 -	Luverne	48 -	Wabasso
11 -	Edgerton	30 -	Lucan	49 -	Walnut Grove
12 -	Ellsworth	31 -	Magnolia	50 -	Wanda
13 -	Fulda	32 -	Milroy	51 -	Westbrook
14 -	Garvin	33 -	Morgan	52 -	Wilmont
15 -	Heron Lake	34 -	Mountain Lake	53 -	Windom
16 -	Hardwick	35 -	Okabena	54 -	Woodstock
17 -	Hills	36 -	Pipestone	55 -	Worthington
18 -	Holland	37 -	Redwood Falls		
19 -	Iona	38 -	Round Lake		

**WEST CENTRAL FIRE DEPARTMENT ASSN  
REGION 9 MEMBERS**

FIRE DEPARTMENT		FIRE DEPARTMENT		FIRE DEPARTMENT	
1 -	Appleton	15 -	Graceville	29 -	Nassau
2 -	Arco	16 -	Granite Falls	30 -	Odessa
3 -	Bellingham	17 -	Hanley Falls	31 -	Olivia
4 -	Belview	18 -	Hendricks	32 -	Ortonville
5 -	Boyd	19 -	Ivanhoe	33 -	Porter
6 -	Canby	20 -	Lucan	34 -	Renville
7 -	Clara City	21 -	Lynd	35 -	Russell
8 -	Clarkfield	22 -	Madison	36 -	Sacred Heart
9 -	Clinton	23 -	Marietta	37 -	St. Leo
10 -	Cottonwood	24 -	Marshall	38 -	Taunton
11 -	Danube	25 -	Maynard	39 -	Vesta
12 -	Dawson	26 -	Milan	40 -	Watson
13 -	Echo	27 -	Minneota	41 -	Wood Lake
14 -	Ghent	28 -	Montevideo		

**NON-MEMBERS**

FIRE DEPARTMENT

**ATTACHMENT 2**

4/2013

**Suggested Equipment Standards and Hourly Rates for Fire Departments  
That have an agreement with the Division of Forestry MN/DNR**

After the first two hour rate has expired, needed equipment will be placed on an hourly rate. Equipment standard and rates include personnel; fuel will be furnished by the Fire Department. *The rate will be reduced by 10% for Engines and Water Tenders older than 25 years.*

**Engines**

COMPONENTS	Structure Engines		Wildland Engines				
	1	2	3	4	5	6	7
Pump Rating							
Min. Flow (GPM)	1000	500	150	50	50	50	10
At rated pressure (PSI)	150	150	250	100	100	100	100
Tank Capacity (Gallon)	300	300	500	750	400	150	50
Hose 2 1/2" (Feet)	1200	1000					
Hose 1 1/2" (Feet)	500	500	1000	300	300	300	
Hose 1" (Feet)			500	300	300	300	200
Personnel	4	3	3	2	2	2	2
Equipment Rate /Hour	\$275	\$200	\$185	\$165	\$140	\$125	\$85

*\*Engines equipped with Compressed Air Foam Systems will be paid an additional \$20 an hour if CAFS is used on the incident.*

**Water Tenders**

Requirements	Water Tender Types				
	Support			Tactical	
COMPONENTS	S1	S2	S3	T1	T2
Tank Capacity (Gallons)	4000	2500	1000	2000	1000
Pump Minimum Flow (GPM)*	300	200	200	250	250
@ Rated Pressure (PSI)	50	50	50	150	150
Max Refill times (Min.)	30	20	15	-	-
Pump & Roll	-	-	-	yes	yes
Personnel	1	1	1	2	2
Equipment Rate /Hour	\$200	\$160	\$140	\$230	\$190

\*Portable Pump Acceptable with tenders

\* Water tenders come with folding tanks

**Additional Firefighters use a rate of \$15.00/hr**

Minimum Requirements for Personnel Responding to Incidents on National Forest System Lands

All firefighting personnel are required to wear and utilize the following Personal Protective Equipment: Nomex shirt and pants, hard hat, leather gloves, 8 inch boots with a lugged sole and an approved fire shelter. All personnel will be required to meet NWCG training requirements for a wildland firefighter, and attend an annual wildland refresher. Fire Chiefs will ensure Departments meet training requirements and are responsible for the upkeep of Department personnel training records. Physical fitness levels are established by each agency. Departments will meet their own physical fitness standards.

When responding to Federal Lands Engines and Water tenders will need to meet the NWCG component standards and are recommended to meet NWCG stocking standards (appendix M). Appendix M is located at <http://www.nife.gov/PUBLICATIONS/redbook/2013/AppendixM.pdf>.

Other Resources

- Non-Vehicle Items used for support missions will be based on a daily rate

MODEL/DESCRIPTION	Min. # of Operators	Rate	
Tracked Vehicles	2	based on size	Use rate charts from Engine typing
UTV w/tank (tactical) *ROPS required	1	\$50/hr +	based on tank size 31-50 gal= \$50 hr 51-75+ gal= \$60 hr
ATV (support)	1	\$100/day	
Boat (must have pump and roll capabilities and used for tactical missions)	2	negotiated	based on size and pumping capabilities
Boat (support)	1	\$75/day +	based on size 14'=\$75/day 16-17'=\$150/day 18+=\$175/day
Portable Pump (high volume or pressure)	0	\$200/day	
Folding Tank	0	\$75/day+	*based on size 1000-2000= \$75/day 2000+= \$100/day
Thermal Camera	1	\$300/day	

Rates for non-vehicle equipment (such as boats, ATV's and folding tanks, etc.) will be based on a daily rate. Boats capable of tactical missions (pump and roll capabilities) are an exception and will be based on an hourly rate.

Tracked vehicles should use a rate for capacities based on Engine type.





**ORDINANCE NO. 168, 2<sup>ND</sup> SERIES**

**AN ORDINANCE ENACTING AND ADOPTING A CODIFIED SUPPLEMENT TO THE  
CODE OF ORDINANCES FOR THE CITY OF WINDOM**

**WHEREAS**, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the 2017 codified supplement to the Code of Ordinances of the City of Windom which contains all ordinances of a general and permanent nature enacted since the prior supplements of the codified and printed City Code of Ordinances Book; and

**WHEREAS**, it is necessary to adopt an ordinance to authorize the inclusion of the 2017 codified supplement in the codified and printed City Code of Ordinances Book.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINDOM,  
MINNESOTA, DOES ORDAIN:**

Section 1. That the 2017 codified supplement to the Code of Ordinances of the City of Windom, as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, be and the same is hereby adopted by reference as if set out herein in its entirety.

Section 2. Such codified supplement shall be deemed published as of the day of its adoption and approval by the Windom City Council and the City Administrator is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the City Administrator.

Adopted by the City Council of the City of Windom, Minnesota, this 3<sup>rd</sup> day of April, 2018.

\_\_\_\_\_  
Dominic Jones, Mayor

Attest: \_\_\_\_\_  
Steve Nasby, City Administrator

1<sup>st</sup> Reading: March 20, 2018  
2<sup>nd</sup> Reading: April 3, 2018  
Adoption: April 3, 2018  
Published: April 11, 2018

## ACTION ITEM



**CITY OF WINDOM**  
444 9th Street  
Windom, MN 56101  
Phone: 507-831-6129  
Fax: 507-831-6127  
[www.windom-mn.com](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** Steve Nasby, City Administrator *SN*  
**DATE:** March 29, 2018  
**RE:** Employee Wellness Program  
**DEPT:** Administration  
**CONTACT:** Steve Nasby: [Steve.Nasby@windommn.com](mailto:Steve.Nasby@windommn.com) or [Chelsie.Carlson@windommn.com](mailto:Chelsie.Carlson@windommn.com)

---

### **Recommendations/Options/Action Requested**

---

Staff recommends that the City Council take the following action:

1. The City Council approve the Memorandums of Understanding between the City and the two labor unions regarding participation in the Live Well Program.

### **Issue Summary/Background**

---

The City's insurance provider the SW\WC Coop is offering its participants an opportunity to have employees enroll in a wellness program. The wellness program, Live Well, offers employees a \$250 grant for their VEBA accounts if they complete the program. Live Well requires employees to have a bio-metric screening and then attend or participate in two wellness events. Intent of the program is to promote healthy living and encourage employees to be active.

### **Fiscal Impact**

---

The bio-metric screens are being paid for by the City though wellness funds provided by SW\WC Coop. The \$250 VEBA grant will be passed through to the employee through funds received from SW\WC Coop. Staff time by the City to advertise and conduct the Live Well events will be the contribution by the City to this activity. The underlying premise for the insurance company is that healthy living activities will lower health care costs and as such be a benefit to the employees and the City through lower premiums.

### **Attachments**

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1. Memorandum of Understanding with Law Enforcement Labor Services
2. Memorandum of Understanding with International Brotherhood of Electrical Workers

## MEMORANDUM OF UNDERSTANDING

### LIVE WELL PILOT PROGRAM

This Memorandum of Agreement ("Agreement") is entered into as of \_\_\_\_\_, 2018 by and between the City of Windom, MN (the "Employer") and the exclusive representative of Law Enforcement Labor Services ("Union"). The Employer and Union are referred to at times in this Agreement individually as a "Party" and collectively as the "Parties."

**Whereas**, the Employer desires to offer an incentive to employees who voluntarily choose to participate in wellness programs ("Wellness Programs") pursuant to a pilot program (the "Pilot Program") that is made available through the Southwest West Central Wellness Institute ("Wellness Institute").

**Whereas**, the Pilot Program is intended to be temporary and will sunset at the date agreed upon herein.

**Be it therefore resolved**, that the Parties agree to the following:

**Section 1. Pilot Program.** During the term of the Pilot Program, eligible employees will be provided with a financial incentive to participate in and complete participation-based Wellness Programs made available through their employer. Participation in the Pilot Program by employees is completely voluntary.

**Section 2. Eligibility.** Eligibility for the incentive is limited to employees who are enrolled in Employer-sponsored group health plans made available through SWWC Service Cooperative. The Pilot Program shall terminate with respect to any class of employees that ceases to participate in group health plan coverage made available through SWWC Service Cooperative.

**Section 3. Program and Incentives.** Programs and incentives will be described in materials provided by the Employer and the Wellness Institute and distributed to employees.

**Section 4. Confidential Information.** Individual information that employees provide will not be shared with the Employer or the Wellness Institute. The Employer and the Wellness Institute will receive information on who participated in wellness programs to determine incentive eligibility.

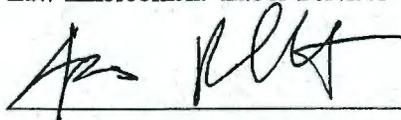
**Section 5. Temporary Program; Sunset Provisions.** The Pilot Program may be amended or terminated at the discretion of Employer at any time, but incentives earned before the Pilot Program is terminated will be payable as described herein to participants enrolled in employer-sponsored group health plan coverage through SWWC Service Cooperative. The Pilot Program will automatically terminate on December 31, 2018 unless renewed by the Employer. Employer is not required to bargain for renewal or extension of the Pilot Program.

**Section 6. Entire Agreement.** This is the full and complete agreement of the parties on the Live Well Pilot Program. There are no other oral or implied agreements.

**Section 7. No Precedent.** This agreement does not set any precedent for any future issue, nor does it authorize opening any collective bargaining agreement between the Parties for negotiation.

City of Windom

Law Enforcement Labor Services

A handwritten signature in black ink, appearing to be 'A. R. [unclear]', written over a horizontal line.

Date: \_\_\_\_\_

Date: 03/16/2018

## MEMORANDUM OF UNDERSTANDING

### LIVE WELL PILOT PROGRAM

This Memorandum of Agreement ("Agreement") is entered into as of March 26, 2018 by and between the City of Windom, MN (the "Employer") and the exclusive representative of International Brotherhood of Electrical Workers ("Union"). The Employer and Union are referred to at times in this Agreement individually as a "Party" and collectively as the "Parties."

**Whereas**, the Employer desires to offer an incentive to employees who voluntarily choose to participate in wellness programs ("Wellness Programs") pursuant to a pilot program (the "Pilot Program") that is made available through the Southwest West Central Wellness Institute ("Wellness Institute").

**Whereas**, the Pilot Program is intended to be temporary and will sunset at the date agreed upon herein.

**Be it therefore resolved**, that the Parties agree to the following:

**Section 1. Pilot Program.** During the term of the Pilot Program, eligible employees will be provided with a financial incentive to participate in and complete participation-based Wellness Programs made available through their employer. Participation in the Pilot Program by employees is completely voluntary.

**Section 2. Eligibility.** Eligibility for the incentive is limited to employees who are enrolled in Employer-sponsored group health plans made available through SWWC Service Cooperative. The Pilot Program shall terminate with respect to any class of employees that ceases to participate in group health plan coverage made available through SWWC Service Cooperative.

**Section 3. Program and Incentives.** Programs and incentives will be described in materials provided by the Employer and the Wellness Institute and distributed to employees.

**Section 4. Confidential Information.** Individual information that employees provide will not be shared with the Employer or the Wellness Institute. The Employer and the Wellness Institute will receive information on who participated in wellness programs to determine incentive eligibility.

**Section 5. Temporary Program; Sunset Provisions.** The Pilot Program may be amended or terminated at the discretion of Employer at any time, but incentives earned before the Pilot Program is terminated will be payable as described herein to participants enrolled in employer-sponsored group health plan coverage through SWWC Service Cooperative. The Pilot Program will automatically terminate on December 31, 2018 unless renewed by the Employer. Employer is not required to bargain for renewal or extension of the Pilot Program.

**Section 6. Entire Agreement.** This is the full and complete agreement of the parties on the

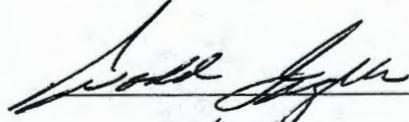
Live Well Pilot Program. There are no other oral or implied agreements.

**Section 7. No Precedent.** This agreement does not set any precedent for any future issue, nor does it authorize opening any collective bargaining agreement between the Parties for negotiation.

City of Windom

International Brotherhood of Electrical Workers

\_\_\_\_\_

 \_\_\_\_\_

Date: \_\_\_\_\_

Date: 3/26/18 \_\_\_\_\_

## ACTION ITEM



**CITY OF WINDOM**  
444 9th Street  
Windom, MN 56101  
Phone: 507-831-6129  
Fax: 507-831-6127  
[www.windom-mn.com](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** Steve Nasby, City Administrator *JS*  
**DATE:** March 29, 2018  
**RE:** Seasonal Position – Electric Department  
**DEPT:** Electric  
**CONTACT:** [Steve.Nasby@windommn.com](mailto:Steve.Nasby@windommn.com) or [Jason.Sykora@windommn.com](mailto:Jason.Sykora@windommn.com)

---

### **Recommendations/Options/Action Requested**

---

Staff recommends that the City Council take the following action:

1. Re-hire Levi Bunting for a seasonal position at the Electric Department.

### **Issue Summary/Background**

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The Electric Department is requesting approval to re-hire Levi Bunting as a seasonal employee. This would be for 67 working days as an apprentice line worker. Due to the vacancy in the Electric Department for a line worker the hiring of this seasonal position is needed as soon as possible.

At their March 28, 2018 meeting the Utility Commission recommended moving forward with this hiring.

### **Fiscal Impact**

---

The rate of pay would be \$19.45/hour, which is 80% of the Step 1 line worker wage as this has been the past practice. Seasonal help has been included in the 2018 department budget.

### **Attachments**

---

1. None

## ACTION ITEM



**CITY OF WINDOM**  
444 9th Street  
Windom, MN 56101  
Phone: 507-831-6129  
Fax: 507-831-6127  
[www.windom-mn.com](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** Brian Cooley  
**DATE:** **March 30, 2018**  
**RE:** Steve Nasby  
**DEPT:** Streets and Parks  
**CONTACT:** Brian Cooley -- [brian.cooley@windommn.com](mailto:brian.cooley@windommn.com) (507) 831-6137

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### **I recommend the following:**

After looking at the applications I would like to propose the following applicants be hired as seasonal parks and street workers for 2018. All three are returning from last year.

1. Jack Mellstrom
2. Kenneth Derickson
3. Travis Janssen

Money has been budgeted to hire three workers this year.

**ACTION ITEM**



**CITY OF WINDOM**  
444 9th Street  
Windom, MN 56101  
Phone: 507-831-6129  
Fax: 507-831-6127  
[www.windom-mn.com](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** Al Baloun, Recreation Director  
**DATE:** March 29, 2018  
**RE:** Seasonal Part Time  
**DEPT:** Pool and Recreation  
**CONTACT:** Al Baloun 507-822-0514 (e-mail- [winarena@windomnet.com](mailto:winarena@windomnet.com))

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**Recommendations/Options/Action Requested**

Staff recommends that the City Council take the following action regarding the rehiring of the following Recreation and Pool employees for 2018:

Pool

Emily Axford	Londyn Espenson	Kaitlyn Lohse	Meredeth Suess
Holly Wolf	Olivia Smith	Jordyn Alm	Emily Steen
Noah Kloss	Sydney Paulson	Carter Squires	Meadow Espenson
Elaina Tade	Shelby Erickson	Cameron Alm	Sophia Nelson

Recreation

Daytona Smedsrud	Olivia Maras	Sam Doornebos	Austin Doornebos
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**Issue Summary/Background**

The above list of employees will be rehired by the pool and recreation department after satisfactory performance in the Summer 2017.

**Fiscal Impact**

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Money is budgeted to pay the wages of seasonal employees of the pool and recreation.

## ACTION ITEM



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**TO:** City Council  
**FROM:** Steve Nasby, City Administrator   
**DATE:** March 29, 2018  
**RE:** Street Department – Authorization to Advertise for a Maintenance Position  
**DEPT:** Administration  
**CONTACT:** Steve Nasby: [Steve.Nasby@windommn.com](mailto:Steve.Nasby@windommn.com) or [Brian.Cooley@windommn.com](mailto:Brian.Cooley@windommn.com)

### **Recommendations/Options/Action Requested**

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Staff recommends that the City Council take the following action:

1. Authorize City staff to advertise for a Street\Parks Department Maintenance position.

### **Issue Summary/Background**

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On March 26, 2018 Paul Marsh, Street Department, submitted his resignation effective April 13, 2018. Mr. Marsh has been with the City 17 years as a part-time mechanic and maintenance worker. Due to Mr. Marsh's resignation the Street Department will be short-staffed and with the summer street work, parks maintenance and other tasks the Street Department is requesting authorization to advertise for a Street Maintenance worker position.

As there will continue to be mechanic duties the initial plan is to use existing personnel and newly hired Street Superintendent Brian Cooley who is a mechanic. Another option includes using local businesses to perform mechanic services as needed. The Personnel Committee will need to discuss the options and make a future recommendation. Also, discussion will need to be held with the union should the direction be to have out of grade mechanic duties conducted by current union employees.

### **Fiscal Impact**

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A budgeted position of a 80% mechanic is included in the 2018 budget. Should this position be filled through a Street Maintenance worker there would be a net savings in labor costs; however, there would be an off-set in expenses if mechanic services are not performed in-house or additional wages paid to current employees to do in-house mechanic work.

### **Attachments**

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1. None.

**State of Minnesota**

**In District Court**

**County of Cottonwood**

**Fifth Judicial District**

**Order of Appointment  
City of Windom Charter Commission**

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**WHEREAS**, the City Council of the City of Windom, County of Cottonwood, Minnesota, has reported that there are fourteen vacancies on the Windom Charter Commission due to expired terms; and

**WHEREAS**, the Windom City Council has recommended the reappointment of Tom Hiley, Alice Huebert, Joel LaCanne, Joseph LaCanne, Josh Sammons, and Chuck Severson to fill two-years terms which shall expire April 1, 2020; and

**WHEREAS**, the Windom City Council has recommended the reappointment of Laura Alvstad, Donna Gravley, Sonya Johnson, Nestor Palm, Jeannette Schuur, Ron Tibodeau, Bruce Toninato, and Dianne Vellema to fill four-years terms which shall expire April 1, 2022; and

**WHEREAS**, each person recommended for reappointment is a qualified voter of the City of Windom and otherwise eligible for reappointment;

**IT IS ORDERED** that the following persons be and are hereby reappointed as members of the Windom Charter Commission, commencing immediately, for a term which shall expire on April 1, 2020:

<b>Tom Hiley</b>	<b>Alice Huebert</b>
<b>Joel LaCanne</b>	<b>Joseph LaCanne</b>
<b>Josh Sammons</b>	<b>Chuck Severson</b>

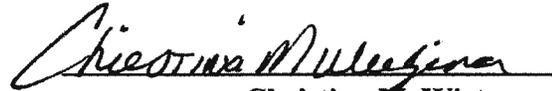
**IT IS FURTHER ORDERED** that the following persons be and are hereby reappointed as members of the Windom Charter Commission, commencing immediately, for a term which shall expire on April 1, 2022:

<b>Laura Alvstad</b>	<b>Donna Gravley</b>
<b>Sonya Johnson</b>	<b>Nestor Palm</b>
<b>Jeannette Schuur</b>	<b>Ron Tibodeau</b>
<b>Bruce Toninato</b>	<b>Dianne Vellema</b>

**IT IS FURTHER ORDERED** that the above-named persons file a written acceptance of their appointment and an oath of office with the Cottonwood County Administrator within thirty (30) days of the effective date of this order.

**BY THE COURT:**

**Dated: March 21, 2018**

  
**Christina M. Wietzema**  
**Judge of District Court**