



City Council Meeting Agenda  
Monday, July 11, 2016, 5:00 pm  
Wells Community Center

CALL TO ORDER AND PLEDGE OF ALLEGIANCE:  
ROLL CALL:

Honorable Mayor Ron Gaines  
Braun, Burns, Harig, Herman

PROPOSED AGENDA

COALITION OF GREATER MINNESOTA CITIES 2016 LEGISLATIVE UPDATE - CAROLYN JACKSON

MNDOT DISTRICT 7 - 10 YEAR CHIP UPDATE – RONDA ALLIS

PUBLIC COMMENT

CONSENT AGENDA

Items on the Consent Agenda are reviewed in total by the City Council and may be approved through one motion. Any item may be removed by any Council Member for discussion.

Minutes, June 13, 2016	1-2
Payments	3-20
June Financials/Pool/Building Permits/Overtime/Comp Time	21-25
All Pets Impound Report, June 2016	25a
Communities Fighting Hunger/ USC Backpack Program Request – August 8, 2016 Glow Walk at HMP	26
Board Minutes	27-61
-Wells Public Utilities, March 2016	
-Library Board, May & June 2016	
-Park Board, April & May 2016	
-EDA, January, March, May 2016	
-Flame Theatre Board, June 2016	
-Wells Community Ambulance, May 2016	
-P&Z Commission, March, May, June 2016	
-HRA, January-May 10, 2016	

STAFF REPORTS

-Police Chief	62-64
-Street Foreman	65-66
-City Attorney	
-City Engineer	
-City Administrator	

BUSINESS

Resolution 2016-21 Concurring in the Actions of the Wells Public Utilities Commission and Approving the Execution of Amendment No. 1 to Agency Agreement (SMMPA)	67-87
Public Hearing- Ordinance 2016-02 (272), Mediacom Franchise Agreement	88-105
CGMC Environmental Action Fund Membership	106-112
Public Meeting Rules of Conduct	113

COUNCIL REPORTS & ANNOUNCEMENTS

Mayor, Braun, Burns, Harig, Herman

Next regular meeting will be held Monday, August 8, 2016 at 5:00 pm at the Wells Community Center

CLOSED SESSION per Minn. Stat. § 13D.05, subs 3(a) City Administrator & Police Chief Performance Evaluation

ADJOURN

Honorable Mayor Ron Gaines



**City Council Meeting Minutes  
Monday, June 13, 2016, 5:00 pm  
Wells Community Center**

The Wells City Council convened on Monday, June 13, 2016 at 5:00 pm in the Council Chamber.

Mayor Gaines called the meeting to order with the following councilmembers present: Steve Burns, David Braun, John Herman and Whitney Harig. Also present: City Administrator Robin Leslie, Deputy City Clerk Megan Boeck, City Attorney David Frundt, City Engineer Travis Winter, Police Chief Tim Brenegan, Street Foreman Mike Pyzick and FCDC Executive Director Tim Clawson.

**AGENDA**

The agenda for the June 13, 2016 meeting was reviewed. Motion by Harig and second by Herman to approve with the addition of Wells Business Park Preliminary Engineering Report. Motion carried.

**PUBLIC COMMENT**

Alan Olson stated he wants to know who inspected the sidewalk project and who would be responsible for sidewalk damage if tree roots would cause heaving damage later on.

City Engineer Winter stated that Bolton & Menk performed the inspection on the sidewalk project and that after the warranty period, the homeowner would be responsible for correcting any issues.

Olson also requested a copy of the MN Hwy 109 sidewalk project cost estimate and plans.

**CONSENT AGENDA**

Harig stated she would like it noted in the minutes that she consulted with the City Attorney before voting on the Street Laborer position.

Motion by Herman and second by Burns to approve the consent agenda as listed on pages 1-53 of the Council packet with that change. Motion carried.

Minutes, May 9, 2016

May Payments

April & May Financials/Pool/Building Permits/Overtime/Comp Time

Theatre Clerk Job Description

Probationary Employees-Remove from Probation- Mike Johnson

Appointment – Seasonal Pool Staff - Brett Byrne (new), Justin Dallman (new), Nate Mattick

Appointment – Part-time Theatre Clerks – Dianna Soto, Trevor Kibler, Katherine Cory

Appointment – Part-time Office Clerk – Bobbi Jo Farley

Resignation – Part-time Theatre Clerk – Dylan Blakesley

Amend 2016 City Fee Schedule

2016 Bevcomm Customer Service Support Agreement

Accept Findings of 2015 Audit

Wells Area Chamber of Commerce & Wells Jaycees 2016 Kernel Days Requests

Street Closure Request - Save 2<sup>nd</sup> Base - June 25, 2016

Board Minutes

-Wells Public Utilities, June 2016

-Wells Area Ambulance, April 2016

-Wells Historical Society, May 2016

-Wells Library Board, April 2016

## **STAFF REPORTS**

Police Chief Brenegan stated that his department had its first save within two weeks of using the Narcan spray and that the calls for service numbers have increased partially due to code enforcement violations.

Street Foreman Pyzick stated that the mill and overlay project on 6<sup>th</sup> Ave SW and 8<sup>th</sup> Street SW will be starting as soon as the sidewalk contractors are finished and that the "Neighbors Helping Neighbors" group will be painting park equipment at Thompson Park. In addition, Pyzick stated that his crew was busy last week helping with Summer in the City.

City Administrator Leslie stated that the City Wide Clean-up saw triple the amount of garbage from prior years and that she may have to budget more for than in the future. Leslie also stated that the Department of Public Safety conducted an audit on the Motor Vehicle Department and that there were no negative findings. Lastly, Leslie stated that the 2015 census notification provided states the population is 2,276, which was down 21 people from 2014. In addition, she mentioned she placed a hiring process memo in the council packet book and to let her know if there are any questions or suggestions.

## **BUSINESS**

**Public Hearing – Preliminary and Final Plat and Preliminary Engineering Report – Business Park Addition (Wells Business Park) - Mayor Gaines opening the hearing to the public.**

Cody Melcher stated that he would like to know what lots are available in the Wells Business Park and that he could assist with marketing that property if needed. The Council directed Cody to work with FCDC.

Mayor Gaines closed the hearing to the public.

Motion by Burns and second by Herman to approve the Preliminary and Final Plat and Preliminary Engineering Report for the Wells Business Park. Motion carried.

**Resolution 2016-18 Committing to Funding Improvements for the Wells Business Park-** Motion by Herman and second by Braun to approve Resolution 2016-18. Motion carried.

**Resolution 2016-19 Authorizing Signatures to Execute Agreements for the TED Grant Program-** Motion by Braun and second by Burns to approve Resolution 2016-19. Motion carried.

**Resolution 2016-20 Approving 2016 Election Judges for State Primary and General Elections-** Motion by Burns and second by Braun to approve Resolution 2016-20. Motion carried.

## **COUNCIL REPORTS**

Burns- stated that the Park Board has a lot of projects going on and that they plan to address the full Council yet this summer.

Braun- stated that Summer in the City was a great event and that he was very pleased with the turnout.

Harig- congratulated everyone for the SITC event, stated that the Summer Reading Program has started and that she would like staff to look into putting the City Council audio recordings on the website.

Herman- none.

Gaines- none.

## **ADJOURNMENT**

Motion by Herman and second by Burns to adjourn the meeting at 6:51 pm.

---

Mayor Ronald Gaines

---

Deputy City Clerk Megan Boeck

**\*Check Detail Register©**

JUNE 2016

	Check Amt	Invoice	Comment
<b>10100 CHECKING &amp; SAVINGS</b>			
Paid Chk# 000007E 6/27/2016			PERA-PUBLIC EMPLOYEES RETIRE.
G 101-21704 PERA	\$5,678.14		
<b>Total PERA-PUBLIC EMPLOYEES RETIRE.</b>	<b>\$5,678.14</b>		
<b>Paid Chk# 000008E 6/27/2016 MSRS- MN STATE RETIREMENT SYST</b>			
<b>Paid Chk# 000009E 6/27/2016 MN DEPT OF REVENUE-STATE WH</b>			
G 101-21702 STATE WITHHOLDING	\$1,237.94		
<b>Total MN DEPT OF REVENUE-STATE WH</b>	<b>\$1,237.94</b>		
<b>Paid Chk# 000010E 6/27/2016 MN CHILD SUPPORT PAYMENT CTR</b>			
<b>Paid Chk# 000011E 6/27/2016 IRS</b>			
G 101-21701 FEDERAL WITHHOLDING	\$2,845.28		
G 101-21703 FICA	\$5,533.02		
<b>Total IRS</b>	<b>\$8,378.30</b>		
<b>Paid Chk# 000012E 6/27/2016 CENTRAL PENSION FUND SOURCE A</b>			
<b>Paid Chk# 010295E 6/1/2016 AFLAC-AMERICAN FAMILY LIFE</b>			
E 101-41310-130 Employer Paid Ins (GENERAL)	\$81.51		Robin Aflac
<b>Total AFLAC-AMERICAN FAMILY LIFE</b>			
<b>Paid Chk# 010300E 6/13/2016 IRS</b>			
G 101-21701 FEDERAL WITHHOLDING	\$2,605.56		Federal Withholding
G 101-21703 FICA	\$1,056.44		Medicare
G 101-21703 FICA	\$3,336.14		Social Security
<b>Total IRS</b>	<b>\$6,998.14</b>		
<b>Paid Chk# 010301E 6/13/2016 MN CHILD SUPPORT PAYMENT CTR</b>			
<b>Paid Chk# 010302E 6/13/2016 MN DEPT OF REVENUE-STATE WH</b>			
G 101-21702 STATE WITHHOLDING	\$1,129.92		State W/H
<b>Total MN DEPT OF REVENUE-STATE WH</b>	<b>\$1,129.92</b>		
<b>Paid Chk# 010303E 6/13/2016 MSRS- MN STATE RETIREMENT SYST</b>			
<b>Paid Chk# 010304E 6/13/2016 PERA-PUBLIC EMPLOYEES RETIRE.</b>			
G 101-21704 PERA	\$3,168.97		Pera - ER
<b>Total PERA-PUBLIC EMPLOYEES RETIRE.</b>			

**\*Check Detail Register©**

JUNE 2016

			Check Amt	Invoice	Comment
<b>Paid Chk# 010306E 6/28/2016 BLUE CROSS BLUE SHIELD OF MN</b>					
E 609-49750-130	Employer Paid Ins (GENERAL)		\$457.74		
E 101-41310-130	Employer Paid Ins (GENERAL)		\$554.61		
E 101-43100-131	Employer Paid Ins- Retirees		\$962.43		
<b>Total BLUE CROSS BLUE SHIELD OF MN</b>			<b>\$1,974.78</b>		
<b>Paid Chk# 044314 6/6/2016 AFSCME COUNCIL 65</b>					
G 101-21716	Union Dues		\$57.00		May 2016- Tim Brenegan
<b>Total AFSCME COUNCIL 65</b>			<b>\$57.00</b>		
<b>Paid Chk# 044315 6/6/2016 AMERIPRIDE</b>					
E 101-43100-221	Operating Maintenance		\$2.87	2800627622	
E 101-43100-219	Laundry Services		\$43.64	2800627622	
E 101-43100-200	Supplies (GENERAL)		\$22.50	2800627622	
E 606-45182-221	Operating Maintenance		\$24.64	2800630225	
E 101-43100-200	Supplies (GENERAL)		\$51.45	2800630225	
E 101-43100-219	Laundry Services		\$43.68	2800630225	
E 101-42220-221	Operating Maintenance		\$24.44	2800630242	
E 101-42220-200	Supplies (GENERAL)		\$20.60	2800630242	
E 101-41900-221	Operating Maintenance		\$23.96	2800630244	
E 101-41900-200	Supplies (GENERAL)		\$20.60	2800630244	
E 606-45182-200	Supplies (GENERAL)		\$33.90	2800630251	
E 606-45182-221	Operating Maintenance		\$12.04	2800630251	
E 211-45501-221	Operating Maintenance		\$7.80	2800630252	
E 609-49750-221	Operating Maintenance		\$23.03	2800630255	
E 101-43100-219	Laundry Services		\$50.75	2800632788	
E 101-43100-200	Supplies (GENERAL)		\$22.50	2800632788	
E 101-43100-221	Operating Maintenance		\$2.87	2800632788	
E 101-43100-221	Operating Maintenance		\$2.87	2800635287	
E 101-43100-200	Supplies (GENERAL)		\$22.50	2800635287	
E 101-43100-219	Laundry Services		\$54.16	2800635287	
E 101-42220-221	Operating Maintenance		\$17.20	2800635299	
E 101-41900-221	Operating Maintenance		\$28.45	2800635300	
E 101-41940-200	Supplies (GENERAL)		\$6.00	2800635310	
E 101-41940-221	Operating Maintenance		\$33.45	2800635310	
E 606-45182-200	Supplies (GENERAL)		\$3.00	2800635312	
E 211-45501-221	Operating Maintenance		\$9.29	2800635313	
E 609-49750-221	Operating Maintenance		\$15.47	2800635315	
E 101-45124-200	Supplies (GENERAL)		\$217.24	2810053788	
E 101-45200-200	Supplies (GENERAL)		\$217.23	2810053788	
<b>Total AMERIPRIDE</b>			<b>\$1,058.13</b>		
<b>Paid Chk# 044316 6/6/2016 ARCTIC GLACIER</b>					
E 609-49750-250	Merchandise Resale (GENERAL)		\$65.36	1964615303	
<b>Total ARCTIC GLACIER</b>			<b>\$65.36</b>		
<b>Paid Chk# 044317 6/6/2016 B &amp; D METAL WORKS INC</b>					
E 101-43100-401	Repairs/Maint Equipment		\$1,556.22	201605158	black top cutter and stand / rebuild
<b>Total B &amp; D METAL WORKS INC</b>			<b>\$1,556.22</b>		
<b>Paid Chk# 044318 6/6/2016 BENCO ELECTRIC CORP</b>					
E 101-49810-380	Utility Services (GENERAL)		\$122.05	155910	
<b>Total BENCO ELECTRIC CORP</b>			<b>\$122.05</b>		
<b>Paid Chk# 044319 6/6/2016 BEVCOMM WELLS</b>					
E 101-49810-321	Telephone		\$45.31		553-5118

H

**\*Check Detail Register©**

JUNE 2016

			Check Amt	Invoice	Comment
E 101-41940-322	Internet Service		\$111.90		
E 211-45501-321	Telephone		\$86.84		
E 101-41940-321	Telephone		\$1.48		CH Fax - 5126
E 609-49750-322	Internet Service		\$54.17		
E 101-42110-321	Telephone		\$86.85		
E 609-49750-321	Telephone		\$86.84		
E 101-41940-321	Telephone		\$86.85		
E 606-45182-321	Telephone		\$42.10		553-5713- Theatre
E 101-45124-321	Telephone		\$6.77		
E 101-42110-321	Telephone		\$0.59		
E 101-41900-322	Internet Service		\$69.17		cc internet
E 101-43100-321	Telephone		\$4.54		information line
E 101-43100-321	Telephone		\$86.84		
E 211-45501-321	Telephone		\$0.27		553-6141
E 609-49750-321	Telephone		\$39.08		553-5860
E 101-42110-321	Telephone		\$4.54		information line
E 101-42220-321	Telephone		\$38.10		553-5816
E 215-49010-321	Telephone		\$38.10		553-5743
E 101-43100-322	Internet Service		\$49.95		
E 101-41940-433	Dues, Subs & Fees		\$17.50		WEB / email services
E 606-45182-321	Telephone		\$34.00		
E 101-43100-321	Telephone		\$38.10		553-5095
<b>Total BEVCOMM WELLS</b>			<b>\$1,029.89</b>		
<hr/>					
Paid Chk# 044320	6/6/2016	<b>BEVCOMM,INC-B.E.</b>			
E 101-41940-433	Dues, Subs & Fees		\$750.00	6262	Managed Service
<b>Total BEVCOMM,INC-B.E.</b>			<b>\$750.00</b>		
<hr/>					
Paid Chk# 044321	6/6/2016	<b>CENTRAL PENSION FUND SOURCE A</b>			
<hr/>					
Paid Chk# 044322	6/6/2016	<b>CUSTOMIZED LANDSCAPE INC</b>			
E 101-45200-111	Contracted Services		\$2,371.43	2925	May mowing
E 101-45200-400	Repairs & Maint Cont (GENERAL		\$145.00	2925	spray greens - May
<b>Total CUSTOMIZED LANDSCAPE INC</b>			<b>\$2,516.43</b>		
<hr/>					
Paid Chk# 044323	6/6/2016	<b>DELUXE ECHOSTAR LLC</b>			
E 606-45182-333	Freight and Express		\$199.75	91174745	Zootopia, Miracles from Heaven, Greek Wedding, Boss, Batman v Superman
<b>Total DELUXE ECHOSTAR LLC</b>			<b>\$199.75</b>		
<hr/>					
Paid Chk# 044324	6/6/2016	<b>DULAS EXCAVATING, INC.</b>			
E 101-41940-550	Blight Removal		\$7,500.00	W160069	demolition, removal & disposal - Murphy house (split w HRA)
E 101-41940-550	Blight Removal		\$800.00	W161069	tree removal/ disposal - Murphy House
<b>Total DULAS EXCAVATING, INC.</b>			<b>\$8,300.00</b>		
<hr/>					
Paid Chk# 044325	6/6/2016	<b>FLEET SERVICES</b>			
E 101-42110-433	Dues, Subs & Fees		\$669.00	2016101051	9084
E 101-42110-433	Dues, Subs & Fees		\$618.00	2016101051	8635
<b>Total FLEET SERVICES</b>			<b>\$1,287.00</b>		
<hr/>					
Paid Chk# 044326	6/6/2016	<b>FREEBORN COUNTY SHOPPER</b>			
E 606-45182-350	Print/Advertising		\$200.00	60632	May
<b>Total FREEBORN COUNTY SHOPPER</b>			<b>\$200.00</b>		

**\*Check Detail Register©**

JUNE 2016

			Check Amt	Invoice	Comment
<b>Paid Chk# 044327 6/6/2016 HERMEL WHOLESAL,INC</b>					
E 609-49750-333	Freight and Express		\$3.95	576125	
E 609-49750-253	Wine For Resale		\$216.20	576125	
E 101-43100-200	Supplies (GENERAL)		\$40.21	576193	
E 609-49750-256	Tobacco Products		\$108.49	577460	
E 609-49750-333	Freight and Express		\$3.95	577460	
E 609-49750-250	Merchandise Resale (GENERAL)		\$28.00	577460	
E 606-45182-333	Freight and Express		\$3.95	577461	
E 606-45182-250	Merchandise Resale (GENERAL)		\$459.19	577461	
E 606-45182-249	Concessions		\$379.38	577461	popcorn bags/ napkins
E 609-49750-250	Merchandise Resale (GENERAL)		\$38.45	578954	
E 609-49750-333	Freight and Express		\$3.95	578954	
E 609-49750-250	Merchandise Resale (GENERAL)		\$17.91	580452	
E 609-49750-256	Tobacco Products		\$298.68	580452	
E 609-49750-333	Freight and Express		\$3.95	580452	
E 609-49750-250	Merchandise Resale (GENERAL)		\$37.41	581628	
E 609-49750-256	Tobacco Products		\$350.09	581628	
E 609-49750-333	Freight and Express		\$3.95	581628	
E 101-43100-200	Supplies (GENERAL)		\$40.21	581803	
<b>Total HERMEL WHOLESAL,INC</b>			<b>\$2,037.92</b>		
<b>Paid Chk# 044328 6/6/2016 HOMETOWN SANITATION SERVICES</b>					
E 609-49750-391	Recycling Expense		\$40.00	189193	
E 101-41940-391	Recycling Expense		\$20.00	189194	
E 606-45182-391	Recycling Expense		\$20.00	189194	
E 101-43100-391	Recycling Expense		\$20.00	189195	
<b>Total HOMETOWN SANITATION SERVICES</b>			<b>\$100.00</b>		
<b>Paid Chk# 044329 6/6/2016 IUOE LOCAL #49</b>					
<b>Paid Chk# 044330 6/6/2016 JOHNSON BROS LIQUOR CO, INC</b>					
E 609-49750-251	Liquor For Resale		\$646.60	5449433	
E 609-49750-253	Wine For Resale		\$876.85	5449433	
<b>Total JOHNSON BROS LIQUOR CO, INC</b>			<b>\$1,523.45</b>		
<b>Paid Chk# 044331 6/6/2016 KIBBLE EQUIPMENT</b>					
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$66.39	597605	extra set mower blades
<b>Total KIBBLE EQUIPMENT</b>			<b>\$66.39</b>		
<b>Paid Chk# 044332 6/6/2016 KRIEGER BEVERAGES COMPANY,INC</b>					
E 609-49750-252	Beer For Resale		\$2,665.95	128443	
<b>Total KRIEGER BEVERAGES COMPANY,INC</b>			<b>\$2,665.95</b>		
<b>Paid Chk# 044333 6/6/2016 LAW ENFORCEMENT LABOR, INC</b>					
<b>Paid Chk# 044334 6/6/2016 LEAG. OF MN CITIES INS TRUST</b>					
E 609-49750-364	Liquor Liability (Dram)		\$1,324.00	52620	liquor liability - DRAM 1/1/16-1/1/17
<b>Total LEAG. OF MN CITIES INS TRUST</b>			<b>\$1,324.00</b>		
<b>Paid Chk# 044335 6/6/2016 LOCATORS AND SUPPLIES INC</b>					
E 101-43100-200	Supplies (GENERAL)		\$81.75	0245809	PPE Street Vest- Rain Suit
<b>Total LOCATORS AND SUPPLIES INC</b>			<b>\$81.75</b>		

**\*Check Detail Register©**

JUNE 2016

			Check Amt	Invoice	Comment
Paid Chk#	044336	6/6/2016	<b>LOCHER BROS.,INC</b>		
E 609-49750-252	Beer For Resale		\$3,518.30	1028499	
E 609-49750-251	Liquor For Resale		\$466.60	1028499	
E 609-49750-250	Merchandise Resale (GENERAL)		\$250.00	1028499	1919 barrel
	<b>Total LOCHER BROS.,INC</b>		<b>\$4,234.90</b>		
Paid Chk#	044337	6/6/2016	<b>MACQUEEN EQUIPMENT CO.,INC</b>		
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$44.44	2162393	street sweeper deflector guard
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$361.51	2163613	Street Sweeper - Gutter Broom shock replacement
	<b>Total MACQUEEN EQUIPMENT CO.,INC</b>		<b>\$405.95</b>		
Paid Chk#	044338	6/6/2016	<b>MARKETPLACE FOODS</b>		
E 606-45182-250	Merchandise Resale (GENERAL)		\$69.30	20893	
E 606-45182-250	Merchandise Resale (GENERAL)		\$39.60	21202	
	<b>Total MARKETPLACE FOODS</b>		<b>\$108.90</b>		
Paid Chk#	044339	6/6/2016	<b>NCPERS GROUP INSUR-PERA</b>		
Paid Chk#	044340	6/6/2016	<b>NEUBAUER OIL,INC</b>		
E 101-42110-217	Other Operating Supplies		\$829.53	1000	
E 101-42220-217	Other Operating Supplies		\$16.36	1001	
E 101-43100-217	Other Operating Supplies		\$1,012.76	1002	
	<b>Total NEUBAUER OIL,INC</b>		<b>\$1,858.65</b>		
Paid Chk#	044341	6/6/2016			
Paid Chk#	044342	6/6/2016	<b>OFFICE DEPOT</b>		
E 101-41940-200	Supplies (GENERAL)		\$128.94	841756785001	
	<b>Total OFFICE DEPOT</b>		<b>\$128.94</b>		
Paid Chk#	044343	6/6/2016	<b>PEPSI COLA BOTTLING,INC</b>		
E 606-45182-250	Merchandise Resale (GENERAL)		\$217.85	9414490	
E 606-45182-250	Merchandise Resale (GENERAL)		\$399.25	9415880	
E 101-41940-250	Merchandise Resale (GENERAL)		\$151.72	9417233	
E 609-49750-250	Merchandise Resale (GENERAL)		\$143.50	9417235	
E 606-45182-250	Merchandise Resale (GENERAL)		\$467.15	9418635	
E 101-45124-250	Merchandise Resale (GENERAL)		\$231.60	9419838	
	<b>Total PEPSI COLA BOTTLING,INC</b>		<b>\$1,611.07</b>		
Paid Chk#	044344	6/6/2016	<b>PETERSON REFUSE &amp; DEMO</b>		
E 101-43100-415	Beautification Program		\$4,855.00	12689	9 loads garbage - City wide cleanup
	<b>Total PETERSON REFUSE &amp; DEMO</b>		<b>\$4,855.00</b>		
Paid Chk#	044345	6/6/2016	<b>PHILLIPS WINE AND SPIRITS,INC</b>		
E 609-49750-251	Liquor For Resale		\$1,738.74	2981984	
E 609-49750-253	Wine For Resale		\$115.00	2981984	
	<b>Total PHILLIPS WINE AND SPIRITS,INC</b>		<b>\$1,853.74</b>		
Paid Chk#	044346	6/6/2016	<b>PLUNKETTS</b>		
E 101-41900-216	Chemicals & Chemical Products		\$27.50	5434194	
E 606-45182-216	Chemicals & Chemical Products		\$27.50	5434194	
E 101-42220-216	Chemicals & Chemical Products		\$37.96	5439309	

**\*Check Detail Register©**

JUNE 2016

			Check Amt	Invoice	Comment
E 101-45125-216	Chemicals & Chemical Products		\$48.09	5451945	
	<b>Total PLUNKETTS</b>		<b>\$141.05</b>		
<b>Paid Chk# 044347</b>	<b>6/6/2016</b>	<b>SCHRADER ENTERPRISES</b>			
E 101-43100-400	Repairs & Maint Cont (GENERAL)		\$319.86		Payment #2/ June 2016
E 101-45200-111	Contracted Services		\$1,020.14		Payment #2/ June 2016
E 101-49810-111	Contracted Services		\$765.14		Payment #2/ June 2016
	<b>Total SCHRADER ENTERPRISES</b>		<b>\$2,105.14</b>		
<b>Paid Chk# 044348</b>	<b>6/6/2016</b>	<b>SCHROEDER ELECTRIC OF EASTON</b>			
E 101-49810-400	Repairs & Maint Cont (GENERAL)	\$260.00	15951		runway light repair
E 101-45124-400	Repairs & Maint Cont (GENERAL)	\$1,512.00	15959		replace fus box & security lights
	<b>Total SCHROEDER ELECTRIC OF EASTON</b>	<b>\$1,772.00</b>			
<b>Paid Chk# 044349</b>	<b>6/6/2016</b>	<b>SOUTHERN WINE &amp; SPIRITS OF MN</b>			
E 609-49750-251	Liquor For Resale	\$629.93	1413848		
	<b>Total SOUTHERN WINE &amp; SPIRITS OF MN</b>	<b>\$629.93</b>			
<b>Paid Chk# 044350</b>	<b>6/6/2016</b>	<b>STAR EAGLE</b>			
E 606-45182-350	Print/Advertising	\$125.00	25304		May 2016
	<b>Total STAR EAGLE</b>	<b>\$125.00</b>			
<b>Paid Chk# 044351</b>	<b>6/6/2016</b>	<b>STENSLAND, BRYAN</b>			
E 101-42400-111	Contracted Services	\$781.00			Building Inspector/ May (35.5 hrs)
E 101-42400-321	Telephone	\$35.00			May
	<b>Total STENSLAND, BRYAN</b>	<b>\$816.00</b>			
<b>Paid Chk# 044352</b>	<b>6/6/2016</b>	<b>TIGER CITY SPORTS</b>			
E 101-45128-200	Supplies (GENERAL)	\$702.10	2105		29 jerseys/ logos - 24 hats
	<b>Total TIGER CITY SPORTS</b>	<b>\$702.10</b>			
<b>Paid Chk# 044353</b>	<b>6/6/2016</b>	<b>TRI-CITY SEWER</b>			
E 101-49810-410	Rentals (GENERAL)	\$50.00			May 2016
E 602-43250-410	Rentals (GENERAL)	\$205.00			May 2016
E 101-45124-410	Rentals (GENERAL)	\$220.00			May 2016
	<b>Total TRI-CITY SEWER</b>	<b>\$475.00</b>			
<b>Paid Chk# 044354</b>	<b>6/6/2016</b>	<b>TRUE VALUE INC</b>			
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$105.57	4550-28		
E 101-42220-220	Repair/Maint Supply (GENERAL)	\$50.17	4646-32		
E 101-41940-200	Supplies (GENERAL)	\$27.48	4661-8		
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$69.27	4664-49		
E 101-45124-220	Repair/Maint Supply (GENERAL)	\$154.66	4675-43		
E 101-45124-220	Repair/Maint Supply (GENERAL)	\$72.99	4745-31		
E 101-45124-200	Supplies (GENERAL)	\$58.77	4745-31		
E 211-45501-220	Repair/Maint Supply (GENERAL)	\$54.86	4748-13		
E 606-45182-200	Supplies (GENERAL)	\$27.27	4749-14		
E 101-41940-200	Supplies (GENERAL)	\$17.98	4852-34		
	<b>Total TRUE VALUE INC</b>	<b>\$639.02</b>			
<b>Paid Chk# 044355</b>	<b>6/6/2016</b>	<b>WASECA COUNTY NEWS</b>			
E 606-45182-350	Print/Advertising	\$94.20	55203289		May
	<b>Total WASECA COUNTY NEWS</b>	<b>\$94.20</b>			
<b>Paid Chk# 044356</b>	<b>6/6/2016</b>	<b>WASTE MANAGEMENT, INC</b>			
E 101-41940-390	Garbage Removal Expense	\$178.75	6795986-1779-		
E 101-41900-390	Garbage Removal Expense	\$125.71	6795987-1779-		

**\*Check Detail Register©**

JUNE 2016

		Check Amt	Invoice	Comment
E 609-49750-390	Garbage Removal Expense	\$55.31	6795988-1779-	
E 101-45200-390	Garbage Removal Expense	\$205.21	6795989-1779-	
E 101-43100-390	Garbage Removal Expense	\$102.60	6795990-1779-	
<b>Total WASTE MANAGEMENT,INC</b>		<b>\$667.58</b>		
<hr/>				
Paid Chk# 044357	6/6/2016	<b>WELLS FEDERAL BANK/VISA</b>		
E 101-41310-331	Travel/Meetings	\$249.12		Mayor Gaines
E 101-42110-200	Supplies (GENERAL)	\$21.61		Mike Johnson business cards
<b>Total WELLS FEDERAL BANK/VISA</b>		<b>\$270.73</b>		
<hr/>				
Paid Chk# 044358	6/6/2016	<b>WELLS FIRE DEPT RELIEF ASSOC</b>		
E 101-42220-433	Dues, Subs & Fees	\$3,125.00		1st half Fire Relief Payment
<b>Total WELLS FIRE DEPT RELIEF ASSOC</b>		<b>\$3,125.00</b>		
<hr/>				
Paid Chk# 044359	6/6/2016	<b>WELLS MIRROR</b>		
E 609-49750-350	Print/Advertising	\$36.00	8035	Memorial day sales
<b>Total WELLS MIRROR</b>		<b>\$36.00</b>		
<hr/>				
Paid Chk# 044360	6/6/2016	<b>WELLS PUBLIC UTILITIES</b>		
E 602-43250-394	Utility Reimb	\$537.18		
E 609-49750-380	Utility Services (GENERAL)	\$758.43	10-570-1509	
E 101-43100-326	Street Lighting	\$120.49	10-70-1443	
E 101-45200-380	Utility Services (GENERAL)	\$9.02	10-85-2577	
E 101-41940-380	Utility Services (GENERAL)	\$781.74	10-890-1543	
E 101-42220-380	Utility Services (GENERAL)	\$402.00	10-890-1544	
E 606-45182-380	Utility Services (GENERAL)	\$472.34	10-900-2539	
E 101-43100-326	Street Lighting	\$1,486.21	1-1275-135	
E 602-43250-380	Utility Services (GENERAL)	\$11.76	1-1280-139	
E 602-43250-380	Utility Services (GENERAL)	\$26.04	1-710-74	
E 602-43250-380	Utility Services (GENERAL)	\$22.69	1-910-100	
E 101-45200-380	Utility Services (GENERAL)	\$23.52	2-1550-303	
E 101-45200-380	Utility Services (GENERAL)	\$17.36	2-1620-310	
E 101-45200-380	Utility Services (GENERAL)	\$13.16	2-1630-311	
E 101-45200-380	Utility Services (GENERAL)	\$25.77	2-1640-4365	
E 602-43250-380	Utility Services (GENERAL)	\$30.26	3-1582-5551	
E 101-43100-380	Utility Services (GENERAL)	\$24.09	4-175-2233	
E 101-42700-380	Utility Services (GENERAL)	\$15.83	4-275-2359	
E 101-43100-380	Utility Services (GENERAL)	\$262.16	4-280-540	
E 101-42220-380	Utility Services (GENERAL)	\$213.32	5-100-701	
E 101-45200-380	Utility Services (GENERAL)	\$11.76	5-1360-840	
E 101-45124-380	Utility Services (GENERAL)	\$18.76	5-1370-841	
E 101-41900-380	Utility Services (GENERAL)	\$264.20	5-40-694	
E 101-45200-380	Utility Services (GENERAL)	\$11.76	5-890-788	
E 101-45200-380	Utility Services (GENERAL)	\$75.65	6-540-924	
E 602-43250-380	Utility Services (GENERAL)	\$11.76	6-65-5638	
E 101-43100-326	Street Lighting	\$1,302.13	6-70-863	
E 101-45200-380	Utility Services (GENERAL)	\$11.76	6-730-943	
E 101-45200-380	Utility Services (GENERAL)	\$40.75	6-740-944	
E 101-45200-380	Utility Services (GENERAL)	\$41.14	6-750-945	
E 101-45200-380	Utility Services (GENERAL)	\$20.78	6-770-947	
E 101-45200-380	Utility Services (GENERAL)	\$30.40	8-1440-1325	
E 101-43100-380	Utility Services (GENERAL)	\$25.34	8-906-5939	
E 101-43100-326	Street Lighting	\$222.77	8-912-5713	
E 211-45501-380	Utility Services (GENERAL)	\$281.42	9-170-1345	
E 101-43100-326	Street Lighting	\$36.41	9-600-1410	

**\*Check Detail Register©**

JUNE 2016

			Check Amt	Invoice	Comment
<b>Total WELLS PUBLIC UTILITIES</b>			\$7,660.16		
Paid Chk# 044361	6/6/2016	<b>WILSON THEATRE SERVICE</b>			
E 606-45182-111		Contracted Services	\$130.00	377345	June bookings
<b>Total WILSON THEATRE SERVICE</b>			\$130.00		
Paid Chk# 044362	6/7/2016	<b>FLAHERTY &amp; HOOD, P.A</b>			
E 101-41310-332		Education/Training	\$60.00		Robin - 2016 CGMC Labor & Employee Relations Seminar
<b>Total FLAHERTY &amp; HOOD, P.A</b>			\$60.00		
Paid Chk# 044363	6/10/2016	<b>ARROW PRINTING</b>			
E 101-42400-200		Supplies (GENERAL)	\$117.08	62991	250 building permit application
<b>Total ARROW PRINTING</b>			\$117.08		
Paid Chk# 044364	6/10/2016	<b>BEVCOMM,INC-B.E.</b>			
E 101-41940-433		Dues, Subs & Fees	\$21.25	6338	choicescan email filter
E 101-41940-433		Dues, Subs & Fees	\$50.00	6339	back up data recovery server
<b>Total BEVCOMM,INC-B.E.</b>			\$71.25		
Paid Chk# 044365	6/10/2016	<b>COURIER-SENTINEL</b>			
E 211-45501-350		Print/Advertising	\$32.00	3304	
<b>Total COURIER-SENTINEL</b>			\$32.00		
Paid Chk# 044366	6/10/2016	<b>CULLIGAN WATER COND,INC</b>			
E 101-41940-221		Operating Maintenance	\$44.43	99642142	
E 101-43100-221		Operating Maintenance	\$48.25	99642894	
<b>Total CULLIGAN WATER COND,INC</b>			\$92.68		
Paid Chk# 044367	6/10/2016	<b>DEMCO, INC.</b>			
E 211-45501-200		Supplies (GENERAL)	\$79.38	5881139	
<b>Total DEMCO, INC.</b>			\$79.38		
Paid Chk# 044368	6/10/2016	<b>FARIBAULT COUNTY RECORDER</b>			
E 101-41940-433		Dues, Subs & Fees	\$46.00	371275/37127	recorded docs - Wells Federal est transfer
<b>Total FARIBAULT COUNTY RECORDER</b>			\$46.00		
Paid Chk# 044369	6/10/2016	<b>FARIBAULT COUNTY REGISTER INC</b>			
E 606-45182-350		Print/Advertising	\$195.00	A11625	May 2016
<b>Total FARIBAULT COUNTY REGISTER INC</b>			\$195.00		
Paid Chk# 044370	6/10/2016	<b>FRUNDT &amp; JOHNSON, LTD</b>			
E 101-41110-304		Legal Fees	\$150.00		May retainer
E 101-41940-304		Legal Fees	\$350.00		May retainer
E 101-42110-304		Legal Fees	\$500.00	42303.108028	May retainer
E 101-42110-304		Legal Fees	\$143.65	42303.11510	
E 101-41940-304		Legal Fees	\$201.00	42303.116117	
<b>Total FRUNDT &amp; JOHNSON, LTD</b>			\$1,344.65		
Paid Chk# 044371	6/10/2016	<b>GMS INDUSTRIAL SUPPLIES INC</b>			
E 101-45200-220		Repair/Maint Supply (GENERAL)	\$33.89	22536	strap for blue fence/ baseball diamond
<b>Total GMS INDUSTRIAL SUPPLIES INC</b>			\$33.89		
Paid Chk# 044372	6/10/2016	<b>GOPHER STATE ONE-CALL</b>			
E 602-43250-433		Dues, Subs & Fees	\$76.95	6050796	locate tickets
<b>Total GOPHER STATE ONE-CALL</b>			\$76.95		

**\*Check Detail Register©**

JUNE 2016

			Check Amt	Invoice	Comment
Paid Chk# 044373	6/10/2016	HERMAN MFG. COMPANY, INC.			
E 101-45200-220	Repair/Maint Supply (GENERAL)		\$22.80	47264	material for benches
<b>Total</b>	<b>HERMAN MFG. COMPANY, INC.</b>		<b>\$22.80</b>		
Paid Chk# 044374	6/10/2016	INGRAM,INC			
E 211-45501-209	Books and Magazines		\$15.81	93203084	
E 211-45501-209	Books and Magazines		\$14.72	93203085	
E 211-45501-209	Books and Magazines		\$15.23	93203086	
E 211-45501-209	Books and Magazines		\$4.19	93203087	
E 211-45501-209	Books and Magazines		\$8.99	93203088	
<b>Total</b>	<b>INGRAM,INC</b>		<b>\$58.94</b>		
Paid Chk# 044375	6/10/2016	IUOE LOCAL 49 FRINGE BENE FUND			
					July 2016
					July 2016
E 609-49750-130	Employer Paid Ins (GENERAL)		\$1,010.00		July 2016
					July 2016
E 215-49010-130	Employer Paid Ins (GENERAL)		\$1,010.00		July 2016
E 101-43100-130	Employer Paid Ins (GENERAL)		\$5,050.00		July 2016
E 101-41400-131	Employer Paid Ins- Retirees		\$1,110.00		July 2016
E 101-42110-130	Employer Paid Ins (GENERAL)		\$3,900.00		July 2016
E 101-41400-130	Employer Paid Ins (GENERAL)		\$2,020.00		July 2016
<b>Total</b>	<b>IUOE LOCAL 49 FRINGE BENE FUND</b>		<b>\$16,100.00</b>		
Paid Chk# 044376	6/10/2016	KBEW RADIO,INC			
E 101-41940-350	Print/Advertising		\$79.00	318555	classifieds
E 606-45182-350	Print/Advertising		\$40.00	319135	
E 609-49750-350	Print/Advertising		\$99.50	319495	
<b>Total</b>	<b>KBEW RADIO,INC</b>		<b>\$218.50</b>		
Paid Chk# 044377	6/10/2016	KIMPTON, GWEN			
E 211-45501-331	Travel/Meetings		\$23.22		5/3
E 211-45501-331	Travel/Meetings		\$23.22		5/10
E 211-45501-331	Travel/Meetings		\$23.22		5/17
E 211-45501-331	Travel/Meetings		\$23.22		5/24
E 211-45501-331	Travel/Meetings		\$23.22		5/31
<b>Total</b>	<b>KIMPTON, GWEN</b>		<b>\$116.10</b>		
Paid Chk# 044378	6/10/2016	L & D AG SERVICE			
E 101-43100-480	Small Equipment		\$240.04	22611	weed sprayer / split x 3
E 101-45200-220	Repair/Maint Supply (GENERAL)		\$240.04	22611	weed sprayer / split x 3
E 101-41940-480	Small Equipment		\$240.03	22611	weed sprayer / split x 3
<b>Total</b>	<b>L &amp; D AG SERVICE</b>		<b>\$720.11</b>		
Paid Chk# 044379	6/10/2016	MAPLE RIVER MESSENGER			
E 606-45182-350	Print/Advertising		\$96.00	4648	May
<b>Total</b>	<b>MAPLE RIVER MESSENGER</b>		<b>\$96.00</b>		
Paid Chk# 044380	6/10/2016	MARKETPLACE FOODS			
E 101-45124-250	Merchandise Resale (GENERAL)		\$724.00	21573	ice cream
<b>Total</b>	<b>MARKETPLACE FOODS</b>		<b>\$724.00</b>		
Paid Chk# 044381	6/10/2016	MATHESON TRI-GAS INC			
E 101-43100-221	Operating Maintenance		\$26.12	13465640	
<b>Total</b>	<b>MATHESON TRI-GAS INC</b>		<b>\$26.12</b>		

**\*Check Detail Register©**

JUNE 2016

			Check Amt	Invoice	Comment
<b>Paid Chk# 044382 6/10/2016 MN ENERGY RESOURCES</b>					
E 101-43100-380	Utility Services (GENERAL)		\$25.49	0502231236	
E 101-41900-380	Utility Services (GENERAL)		\$87.77	0502432792	
E 101-43100-380	Utility Services (GENERAL)		\$29.10	0502713893	
E 101-45200-380	Utility Services (GENERAL)		\$28.35	0504166952	
E 101-43100-380	Utility Services (GENERAL)		\$55.03	0504799570	
E 101-45124-380	Utility Services (GENERAL)		\$55.03	0505722654	
E 101-42220-380	Utility Services (GENERAL)		\$72.44	0507135348	
E 606-45182-380	Utility Services (GENERAL)		\$11.25	0507590712	
E 101-41940-380	Utility Services (GENERAL)		\$11.26	0507590712	
E 101-45200-380	Utility Services (GENERAL)		\$23.29	0507928784	
E 211-45501-380	Utility Services (GENERAL)		\$10.36	0507951520	
<b>Total MN ENERGY RESOURCES</b>			<b>\$409.37</b>		
<b>Paid Chk# 044383 6/10/2016 NAPA AUTO PARTS CORP</b>					
E 101-43100-200	Supplies (GENERAL)		\$20.65	464560	
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$49.13	465566	fogger battery
<b>Total NAPA AUTO PARTS CORP</b>			<b>\$69.78</b>		
<b>Paid Chk# 044384 6/10/2016 PARTS CITY AUTO PARTS</b>					
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$3.31	226-118947	
<b>Total PARTS CITY AUTO PARTS</b>			<b>\$3.31</b>		
<b>Paid Chk# 044385 6/10/2016 PETERSON REFUSE &amp; DEMO</b>					
E 101-43100-400	Repairs & Maint Cont (GENERAL)		\$49.18	12616	code enforcement - garbage service
E 101-43100-415	Beautification Program		\$2,561.00	12730	City Wide cleanup - 54 applicances, 113 electronics, 28 tires (reimbursed by fees)
<b>Total PETERSON REFUSE &amp; DEMO</b>			<b>\$2,610.18</b>		
<b>Paid Chk# 044386 6/10/2016 SCHWARTZ, TIM</b>					
E 606-45182-111	Contracted Services		\$30.00		cleaning 5/27-6/6
E 101-41940-111	Contracted Services		\$67.50		cleaning 5/27-6/6
E 101-41940-111	Contracted Services		\$97.50		cleaning 5/27-6/6
<b>Total SCHWARTZ, TIM</b>			<b>\$195.00</b>		
<b>Paid Chk# 044387 6/10/2016 UNIFORMS UNLIMITED INC</b>					
E 101-42110-406	Duty Leather Maint.		\$865.00	21834-2	Tim - vest
<b>Total UNIFORMS UNLIMITED INC</b>			<b>\$865.00</b>		
<b>Paid Chk# 044388 6/10/2016 VALLEY ASPHALT PRODUCTS,INC</b>					
E 101-43100-224	Street Maint Materials		\$940.95	8364	winter mix coal patch (black top)
<b>Total VALLEY ASPHALT PRODUCTS,INC</b>			<b>\$940.95</b>		
<b>Paid Chk# 044389 6/10/2016 WELLS FEDERAL BANK/VISA</b>					
E 211-45501-209	Books and Magazines		(\$0.68)		book credit
E 211-45501-209	Books and Magazines		\$16.95		
E 211-45501-209	Books and Magazines		\$109.16		
E 211-45501-200	Supplies (GENERAL)		\$172.11		
E 211-45501-209	Books and Magazines		\$27.16		
<b>Total WELLS FEDERAL BANK/VISA</b>			<b>\$324.70</b>		
<b>Paid Chk# 044390 6/10/2016 WELLS MIRROR</b>					
E 101-41940-350	Print/Advertising		\$468.20	7973	PT office clerk, lawn mowing, citywide clean up
E 606-45182-350	Print/Advertising		\$96.00	8101	May 2016
<b>Total WELLS MIRROR</b>			<b>\$564.20</b>		

**\*Check Detail Register©**

JUNE 2016

			Check Amt	Invoice	Comment
Paid Chk# 044391	6/10/2016	DISNEY PICTURES			
E 606-45182-205	Movies		\$791.01		Flame Theatre - 64%Captain America
	<b>Total</b>	<b>DISNEY PICTURES</b>	<b>\$791.01</b>		
Paid Chk# 044392	6/13/2016	BECKMANN, MICHAEL			
E 606-45182-111	Contracted Services		\$60.00		2x Flame Theatre movie set up/take down
	<b>Total</b>	<b>BECKMANN, MICHAEL</b>	<b>\$60.00</b>		
Paid Chk# 044393	6/13/2016	BERG, SCOTT			
E 609-49750-321	Telephone		\$35.00		June 2016
	<b>Total</b>	<b>BERG, SCOTT</b>	<b>\$35.00</b>		
Paid Chk# 044394	6/13/2016	BRANDENBURG, RICHARD			
E 101-43100-200	Supplies (GENERAL)		\$175.37		2016 boots/clothing
	<b>Total</b>	<b>BRANDENBURG, RICHARD</b>	<b>\$326.60</b>		
Paid Chk# 044395	6/13/2016	BRENEGAN, TIM			
E 101-42110-321	Telephone		\$35.00		June 2016
	<b>Total</b>	<b>BRENEGAN, TIM</b>	<b>\$35.00</b>		
Paid Chk# 044396	6/13/2016	KLOCEK, CHAD			
E 101-43100-200	Supplies (GENERAL)		\$292.48		2016 boots, gloves, clothing
	<b>Total</b>	<b>KLOCEK, CHAD</b>	<b>\$292.48</b>		
Paid Chk# 044397	6/13/2016	LESLIE, ROBIN			
E 101-41310-323	Vehicle Expense		\$50.00		June 2016
	<b>Total</b>	<b>LESLIE, ROBIN</b>	<b>\$50.00</b>		
Paid Chk# 044398	6/13/2016	WELLS FEDERAL BANK/VISA			
G 602-10101	Wells Federal		\$917.21		
G 215-10101	Wells Federal		\$1,499.46		
G 609-10101	Wells Federal		\$3,955.97		
G 211-10101	Wells Federal		\$2,347.97		
G 101-10101	Wells Federal		\$17,484.15		
G 606-10101	Wells Federal		\$1,012.15		
	<b>Total</b>	<b>WELLS FEDERAL BANK/VISA</b>	<b>\$27,216.91</b>		
Paid Chk# 044399	6/13/2016	LESLIE, ROBIN			
E 101-41310-331	Travel/Meetings		\$25.92		CGMC Labor & Employee Relations Seminar
	<b>Total</b>	<b>LESLIE, ROBIN</b>	<b>\$25.92</b>		
Paid Chk# 044400	6/13/2016	KLOOS, JENNIE			
E 101-41400-331	Travel/Meetings		\$25.92		Jennie - CGMC Labor Relations Seminar
	<b>Total</b>	<b>KLOOS, JENNIE</b>	<b>\$25.92</b>		
Paid Chk# 044401	6/16/2016	ALL PETS MEDICINE			
E 101-42700-111	Contracted Services		\$200.50	91977	impound after hours, euthanize/cremate feline (hit by car)
	<b>Total</b>	<b>ALL PETS MEDICINE</b>	<b>\$200.50</b>		
Paid Chk# 044402	6/16/2016	ANCOM COMMUNICATIONS			
E 101-42220-220	Repair/Maint Supply (GENERAL)		\$70.50	60659	pager clip
	<b>Total</b>	<b>ANCOM COMMUNICATIONS</b>	<b>\$70.50</b>		
Paid Chk# 044403	6/16/2016	ARCTIC GLACIER			
E 609-49750-250	Merchandise Resale (GENERAL)		\$54.12	1964616002	
E 609-49750-250	Merchandise Resale (GENERAL)		\$13.60	1964616302	

**\*Check Detail Register©**

JUNE 2016

			Check Amt	Invoice	Comment
<b>Total ARCTIC GLACIER</b>			<b>\$67.72</b>		
Paid Chk#	044404	6/16/2016	<b>BARCO MUNICIPAL PRODUCTS, INC.</b>		
E	101-43100-220	Repair/Maint Supply (GENERAL)	\$882.94	IN-220578	brack-its, buckles - misc sign
E	101-43100-220	Repair/Maint Supply (GENERAL)	(\$144.75)	IN-220578	returning yield
<b>Total BARCO MUNICIPAL PRODUCTS, INC.</b>			<b>\$738.19</b>		
Paid Chk#	044405	6/16/2016	<b>BERNATELLOS</b>		
E	609-49750-250	Merchandise Resale (GENERAL)	\$134.75	D4511154	
<b>Total BERNATELLOS</b>			<b>\$134.75</b>		
Paid Chk#	044406	6/16/2016	<b>BREAKTHRU BEVERAGE</b>		
E	609-49750-251	Liquor For Resale	\$1,893.15	1080481957	
<b>Total BREAKTHRU BEVERAGE</b>			<b>\$1,893.15</b>		
Paid Chk#	044407	6/16/2016	<b>CEMSTONE CONCRETE MATERIALS</b>		
E	602-43250-400	Repairs & Maint Cont (GENERAL)	\$323.50	C1632100	4th Ave SE/ 7th St SE catch basin structure repair
<b>Total CEMSTONE CONCRETE MATERIALS</b>			<b>\$323.50</b>		
Paid Chk#	044408	6/16/2016	<b>CHRISTIANSON, JAY</b>		
E	101-45124-433	Dues, Subs & Fees	\$35.00		Claire - WSI reimbursement - ARC online
E	101-45124-433	Dues, Subs & Fees	\$175.00		Claire - WSI reimbursement
<b>Total CHRISTIANSON, JAY</b>			<b>\$210.00</b>		
Paid Chk#	044409	6/16/2016	<b>FARIBAULT COUNTY DEVELOP CORP</b>		
E	101-41420-305	Other Professional Services	\$1,723.34	1072	
<b>Total FARIBAULT COUNTY DEVELOP CORP</b>			<b>\$1,723.34</b>		
Paid Chk#	044410	6/16/2016	<b>GIESE, DANE</b>		
E	101-42220-200	Supplies (GENERAL)	\$64.72		reimburse - FD printer
E	101-42220-200	Supplies (GENERAL)	\$57.16		reimbure - FD ink for printer
<b>Total GIESE, DANE</b>			<b>\$121.88</b>		
Paid Chk#	044411	6/16/2016	<b>HEIMAN FIRE EQUIPMENT,INC</b>		
E	101-42220-220	Repair/Maint Supply (GENERAL)	\$320.92	0847258-IN	
<b>Total HEIMAN FIRE EQUIPMENT,INC</b>			<b>\$320.92</b>		
Paid Chk#	044412	6/16/2016	<b>JOHNSON BROS LIQUOR CO, INC</b>		
E	609-49750-251	Liquor For Resale	\$1,397.18	5460634	
E	609-49750-253	Wine For Resale	\$546.95	5460634	
E	609-49750-251	Liquor For Resale	\$71.68	5460635	
<b>Total JOHNSON BROS LIQUOR CO, INC</b>			<b>\$2,015.81</b>		
Paid Chk#	044413	6/16/2016	<b>KRIEGER BEVERAGES COMPANY,INC</b>		
E	609-49750-252	Beer For Resale	\$1,383.10	128552	
<b>Total KRIEGER BEVERAGES COMPANY,INC</b>			<b>\$1,383.10</b>		
Paid Chk#	044414	6/16/2016	<b>LOCHER BROS.,INC</b>		
E	609-49750-251	Liquor For Resale	\$155.00	1028541	
E	609-49750-250	Merchandise Resale (GENERAL)	\$73.00	1028541	
E	609-49750-252	Beer For Resale	\$981.00	1028541	
<b>Total LOCHER BROS.,INC</b>			<b>\$1,209.00</b>		
Paid Chk#	044415	6/16/2016	<b>PHILLIPS WINE AND SPIRITS,INC</b>		
E	609-49750-253	Wine For Resale	\$81.50	2989385	
E	609-49750-251	Liquor For Resale	\$1,200.86	2989385	

**\*Check Detail Register©**

JUNE 2016

			Check Amt	Invoice	Comment
<b>Total PHILLIPS WINE AND SPIRITS,INC</b>			\$1,282.36		
Paid Chk# 044416	6/16/2016	<b>PYZICK, MICHAEL</b>			
E 101-45124-433	Dues, Subs & Fees		\$35.00		Morgan - WSI reimbursement ARC online
E 101-45124-433	Dues, Subs & Fees		\$175.00		Morgan - WSI reimbursement
<b>Total PYZICK, MICHAEL</b>			\$210.00		
Paid Chk# 044417	6/16/2016	<b>SOUTHERN WINE &amp; SPIRITS OF MN</b>			
E 609-49750-251	Liquor For Resale		\$530.16	1418838	
E 609-49750-253	Wine For Resale		\$115.60	1418839	
<b>Total SOUTHERN WINE &amp; SPIRITS OF MN</b>			\$645.76		
Paid Chk# 044418	6/16/2016	<b>TIGER CITY SPORTS</b>			
E 101-45128-200	Supplies (GENERAL)		\$1,125.00		129 tshirts/ 1 jersey
E 101-45128-200	Supplies (GENERAL)		\$4.98		3 dial umpire indicator
E 101-45128-200	Supplies (GENERAL)		\$62.91		3 throw down bases, softball balls
<b>Total TIGER CITY SPORTS</b>			\$1,192.89		
Paid Chk# 044419	6/16/2016	<b>TRANSAMERICA LIFE INSURANCE CO</b>			
-----					
Paid Chk# 044420	6/16/2016	<b>UNUM LIFE INSURANCE OF AMERICA</b>			
E 101-43100-130	Employer Paid Ins (GENERAL)		\$38.00		
E 101-42110-130	Employer Paid Ins (GENERAL)		\$38.00		
E 215-49010-130	Employer Paid Ins (GENERAL)		\$9.50		
E 101-41400-130	Employer Paid Ins (GENERAL)		\$19.00		
E 609-49750-130	Employer Paid Ins (GENERAL)		\$19.00		
E 101-41310-130	Employer Paid Ins (GENERAL)		\$8.50		
<b>Total UNUM LIFE INSURANCE OF AMERICA</b>			\$132.00		
Paid Chk# 044421	6/16/2016	<b>VINOCOPIA, INC</b>			
E 609-49750-253	Wine For Resale		\$83.50	0153734	
<b>Total VINOCOPIA, INC</b>			\$83.50		
Paid Chk# 044422	6/16/2016	<b>DISNEY PICTURES</b>			
E 606-45182-205	Movies		\$183.22		add'l due Zootopia
<b>Total DISNEY PICTURES</b>			\$183.22		
Paid Chk# 044423	6/17/2016	<b>ASSOC. SUPPLY COMPANY, INC.</b>			
E 101-45124-220	Repair/Maint Supply (GENERAL)		\$171.57	80894	dive board steps
<b>Total ASSOC. SUPPLY COMPANY, INC.</b>			\$171.57		
Paid Chk# 044424	6/17/2016	<b>CEMSTONE CONCRETE MATERIALS</b>			
E 101-41940-400	Repairs & Maint Cont (GENERAL)		\$444.58	C1628563	concrete - Lions Park & Benches-Halfmoon
<b>Total CEMSTONE CONCRETE MATERIALS</b>			\$444.58		
Paid Chk# 044425	6/17/2016	<b>KRIEGER BEVERAGES COMPANY,INC</b>			
E 609-49750-252	Beer For Resale		\$6,125.10	128650	
<b>Total KRIEGER BEVERAGES COMPANY,INC</b>			\$6,125.10		
Paid Chk# 044426	6/17/2016	<b>LOCHER BROS.,INC</b>			
E 609-49750-252	Beer For Resale		\$5,815.50	1028599	
<b>Total LOCHER BROS.,INC</b>			\$5,815.50		
Paid Chk# 044427	6/17/2016	<b>SCHWAAB,INC</b>			
E 101-41940-200	Supplies (GENERAL)		\$369.95	A053660	City of Wells magnets

15

**\*Check Detail Register©**

JUNE 2016

			Check Amt	Invoice	Comment
<b>Total SCHWAAB,INC</b>			\$369.95		
Paid Chk#	044428	6/17/2016	<b>VERIZON WIRELESS</b>		
E	101-42220-321	Telephone	\$32.48		507-330-6189
E	101-43100-200	Supplies (GENERAL)	(\$16.02)		
E	101-43100-200	Supplies (GENERAL)	\$20.28		phone case
E	101-43100-321	Telephone	\$58.66		507-525-1926
E	101-42110-322	Internet Service	\$35.03		police jetpack
E	101-43100-321	Telephone	\$32.48		507-525-7890
E	101-42110-322	Internet Service	\$35.01		data card
E	101-43100-321	Telephone	\$32.48		507-525-2418
E	101-42110-321	Telephone	\$32.48		507-525-2415
E	101-43100-321	Telephone	\$32.48		507-525-2419
E	101-42110-321	Telephone	\$32.48		507-525-2416
E	101-43100-321	Telephone	\$48.50		507-525-5025
<b>Total VERIZON WIRELESS</b>			\$376.34		
Paid Chk#	044429	6/20/2016			
Paid Chk#	044430	6/20/2016	<b>BRAUN INTERTEC CORPORATION</b>		
E	429-43100-399	SRTS Match	\$8,518.50	B060717	SRTS - Construction Materials Testing TH22, 3rd St SW, 6th Ave SW & 7th St SW
<b>Total BRAUN INTERTEC CORPORATION</b>			\$8,518.50		
Paid Chk#	044431	6/20/2016	<b>FARIBAULT CO ASSESSORS OFFICE</b>		
E	101-41550-310	Assessing	\$15,719.00		2016 Assessment Services
<b>Total FARIBAULT CO ASSESSORS OFFICE</b>			\$15,719.00		
Paid Chk#	044432	6/20/2016	<b>FRUNDT &amp; JOHNSON, LTD</b>		
E	101-41940-304	Legal Fees	\$202.50	42303.115100	Annexation of City Owned Land
<b>Total FRUNDT &amp; JOHNSON, LTD</b>			\$202.50		
Paid Chk#	044433	6/23/2016	<b>A+ SECURITY, INC</b>		
E	609-49750-433	Dues, Subs & Fees	\$70.38	R231606	Central Monitoring of <i>Alarm</i> System 7/1-9/30/16
<b>Total A+ SECURITY, INC</b>			\$70.38		
Paid Chk#	044434	6/23/2016	<b>ALLENS TOW N TRAVEL</b>		
E	101-42110-433	Dues, Subs & Fees	\$152.00	138858	towed Ford Explorer to Syverson's - Albert Lea
<b>Total ALLENS TOW N TRAVEL</b>			\$152.00		
Paid Chk#	044435	6/23/2016	<b>ARCTIC GLACIER</b>		
E	609-49750-250	Merchandise Resale (GENERAL)	\$87.84	1963616803	
E	609-49750-250	Merchandise Resale (GENERAL)	\$162.64	1964614601	
E	609-49750-250	Merchandise Resale (GENERAL)	\$56.93	1964617302	
E	609-49750-250	Merchandise Resale (GENERAL)	(\$95.88)	CK42527C	credit CK42527C
<b>Total ARCTIC GLACIER</b>			\$211.53		
Paid Chk#	044436	6/23/2016	<b>BERNATELLOS</b>		
E	609-49750-250	Merchandise Resale (GENERAL)	\$51.00	D4511274	
<b>Total BERNATELLOS</b>			\$51.00		
Paid Chk#	044437	6/23/2016	<b>BREAKTHRU BEVERAGE</b>		
E	609-49750-251	Liquor For Resale	\$2,833.77	1080488143	
E	609-49750-251	Liquor For Resale	\$130.50	1080488234	

**\*Check Detail Register©**

JUNE 2016

			Check Amt	Invoice	Comment
<b>Total BREAKTHRU BEVERAGE</b>			\$2,964.27		
Paid Chk# 044438	6/23/2016	<b>BULLERMAN, KYLIE</b>			
E 101-45125-111	Contracted Services		\$100.00		2016 Golf Clinic
<b>Total BULLERMAN, KYLIE</b>			\$100.00		
Paid Chk# 044439	6/23/2016	<b>COM-TEC LAND MOBILE RADIO</b>			
E 101-42110-220	Repair/Maint Supply (GENERAL)		\$149.00	21824	replacement of a bad take down LED light on lightbar
<b>Total COM-TEC LAND MOBILE RADIO</b>			\$149.00		
Paid Chk# 044440	6/23/2016	<b>FLEET SERVICES</b>			
E 101-42110-433	Dues, Subs & Fees		\$691.30	2016110049	9084
E 101-42110-433	Dues, Subs & Fees		\$638.60	201611049	8635
<b>Total FLEET SERVICES</b>			\$1,329.90		
Paid Chk# 044441	6/23/2016	<b>JJ TAYLOR DIST. OF MN</b>			
E 609-49750-252	Beer For Resale		\$138.20	2542092	
E 609-49750-252	Beer For Resale		\$139.00	2542094	2542094
<b>Total JJ TAYLOR DIST. OF MN</b>			\$277.20		
Paid Chk# 044442	6/23/2016	<b>KRIEGER BEVERAGES COMPANY,INC</b>			
E 609-49750-252	Beer For Resale		\$11,117.90	128743	
<b>Total KRIEGER BEVERAGES COMPANY,INC</b>			\$11,117.90		
Paid Chk# 044443	6/23/2016	<b>LOCHER BROS.,INC</b>			
E 609-49750-251	Liquor For Resale		\$261.40	1030851	
E 609-49750-252	Beer For Resale		\$1,985.35	1030851	
<b>Total LOCHER BROS.,INC</b>			\$2,246.75		
Paid Chk# 044444	6/23/2016	<b>MEDIACOM</b>			
E 101-42110-322	Internet Service		\$19.95	810090056	
<b>Total MEDIACOM</b>			\$19.95		
Paid Chk# 044445	6/23/2016	<b>NAPA AUTO PARTS CORP</b>			
E 602-43250-480	Small Equipment		\$309.26	465992	power converter - sewer tv camera
<b>Total NAPA AUTO PARTS CORP</b>			\$309.26		
Paid Chk# 044446	6/23/2016	<b>OFFICE DEPOT</b>			
E 101-41940-200	Supplies (GENERAL)		\$110.56	845319915001	
E 101-41900-200	Supplies (GENERAL)		\$76.23	845321236001	black garbage bags
<b>Total OFFICE DEPOT</b>			\$186.79		
Paid Chk# 044447	6/23/2016	<b>PITNEY BOWES</b>			
E 101-41940-433	Dues, Subs & Fees		\$67.65	3100257958	
<b>Total PITNEY BOWES</b>			\$67.65		
Paid Chk# 044448	6/23/2016	<b>TIGER CITY SPORTS</b>			
E 101-45128-200	Supplies (GENERAL)		\$47.56		
<b>Total TIGER CITY SPORTS</b>			\$47.56		
Paid Chk# 044449	6/23/2016	<b>WILSON, CHRISTINA</b>			
E 211-45501-204	Special Prog/Proj (pass thru)		\$1,260.00	1312025	Canvas Painting Class - 36 @ \$35 each-reimbursed by grant funds
<b>Total WILSON, CHRISTINA</b>			\$1,260.00		
Paid Chk# 044450	6/23/2016	<b>WELLS PUBLIC UTILITIES</b>			
E 602-43250-438	Refunds & Reimbursements		\$2,100.54		June tax distribution - waterline project

**\*Check Detail Register©**

JUNE 2016

			Check Amt	Invoice	Comment
<b>Total WELLS PUBLIC UTILITIES</b>			<b>\$2,100.54</b>		
Paid Chk# 044451	6/24/2016	<b>AMERIPRIDE</b>			
E 101-41940-221	Operating Maintenance		\$37.96	2800630249	
E 101-43100-200	Supplies (GENERAL)		\$22.50	2800637843	
E 101-43100-221	Operating Maintenance		\$2.87	2800637843	
E 101-43100-219	Laundry Services		\$53.41	2800637843	
E 101-43100-219	Laundry Services		\$53.41	2800640413	
E 101-43100-221	Operating Maintenance		\$24.60	2800640413	
E 101-43100-200	Supplies (GENERAL)		\$51.45	2800640413	
E 101-42220-221	Operating Maintenance		\$20.94	2800640424	
E 101-42220-200	Supplies (GENERAL)		\$25.59	2800640424	
E 101-41900-221	Operating Maintenance		\$46.05	2800640425	
E 101-41940-221	Operating Maintenance		\$39.45	2800640427	
E 606-45182-221	Operating Maintenance		\$12.04	2800640428	
E 606-45182-200	Supplies (GENERAL)		\$33.90	2800640428	
E 211-45501-221	Operating Maintenance		\$9.29	2800640429	
E 101-45124-200	Supplies (GENERAL)		\$47.76	2800640430	
E 609-49750-221	Operating Maintenance		\$24.52	2800640431	
E 101-43100-219	Laundry Services		\$53.41	2800642907	
E 101-43100-200	Supplies (GENERAL)		\$22.50	2800642907	
E 101-43100-221	Operating Maintenance		\$2.83	2800642907	
E 101-45200-200	Supplies (GENERAL)		\$96.00	2810054397	urinal scents
<b>Total AMERIPRIDE</b>			<b>\$680.48</b>		
Paid Chk# 044452	6/24/2016	<b>HERMEL WHOLESALE,INC</b>			
E 609-49750-200	Supplies (GENERAL)		\$22.42	286234	
E 606-45182-249	Concessions		\$205.03	581629	popcorn oil
E 606-45182-333	Freight and Express		\$3.95	581629	
E 606-45182-249	Concessions		\$98.00	581895	popcorn tubs
E 606-45182-200	Supplies (GENERAL)		\$20.08	583087	
E 606-45182-333	Freight and Express		\$3.95	583087	
E 606-45182-250	Merchandise Resale (GENERAL)		\$438.74	583087	
E 606-45182-250	Merchandise Resale (GENERAL)		\$153.94	583087	
E 609-49750-256	Tobacco Products		\$57.78	583088	
E 609-49750-333	Freight and Express		\$3.95	583088	
E 609-49750-250	Merchandise Resale (GENERAL)		\$10.16	583088	
E 609-49750-200	Supplies (GENERAL)		\$24.92	583088	
E 609-49750-256	Tobacco Products		\$160.60	584720	
E 609-49750-333	Freight and Express		\$3.95	584720	
E 609-49750-200	Supplies (GENERAL)		\$27.59	584720	
E 609-49750-256	Tobacco Products		\$240.90	586234	
E 609-49750-333	Freight and Express		\$3.95	586234	
E 609-49750-250	Merchandise Resale (GENERAL)		\$35.82	586234	
E 609-49750-200	Supplies (GENERAL)		(\$27.59)	C134066	
<b>Total HERMEL WHOLESALE,INC</b>			<b>\$1,488.14</b>		
Paid Chk# 044453	6/24/2016	<b>MARKETPLACE FOODS</b>			
E 606-45182-250	Merchandise Resale (GENERAL)		\$214.50	21697	
E 101-45124-250	Merchandise Resale (GENERAL)		\$147.00	21746	
<b>Total MARKETPLACE FOODS</b>			<b>\$361.50</b>		
Paid Chk# 044454	6/24/2016	<b>PEPSI COLA BOTTLING,INC</b>			
E 606-45182-250	Merchandise Resale (GENERAL)		\$780.80	9421202	
E 609-49750-250	Merchandise Resale (GENERAL)		\$251.47	9422701	
E 606-45182-250	Merchandise Resale (GENERAL)		\$289.70	9422702	

**\*Check Detail Register©**

JUNE 2016

			Check Amt	Invoice	Comment
<b>Total</b>		<b>PEPSI COLA BOTTLING,INC</b>	<b>\$1,321.97</b>		
Paid Chk#	044455	6/27/2016	<b>KLOOS, JENNIE</b>		
E	606-45182-249	Concessions	\$37.80		mileage to pick up butter on rush -Mankato reimburse for 10 cases Beyond Butter (@34.50/case of 3)-Cub Foods
E	606-45182-249	Concessions	\$345.00		
<b>Total</b>		<b>KLOOS, JENNIE</b>	<b>\$382.80</b>		
Paid Chk#	044456	6/27/2016	<b>LESLIE, ROBIN</b>		
E	101-41310-331	Travel/Meetings	\$31.32		6/17 courthouse & SWCDPZ Office notebook notebook notebook
E	101-41310-331	Travel/Meetings	\$14.02		
E	101-41310-331	Travel/Meetings	(\$14.02)		
E	101-41940-200	Supplies (GENERAL)	\$14.02		
<b>Total</b>		<b>LESLIE, ROBIN</b>	<b>\$45.34</b>		
Paid Chk#	044457	6/27/2016	<b>SCHWARTZ, TIM</b>		
E	101-41940-111	Contracted Services	\$97.50		
E	606-45182-111	Contracted Services	\$30.00		
E	101-41900-111	Contracted Services	\$127.50		
<b>Total</b>		<b>SCHWARTZ, TIM</b>	<b>\$255.00</b>		
Paid Chk#	044458	6/27/2016	<b>WELLS FEDERAL BANK/VISA</b>		
G	211-10101	Wells Federal	\$2,419.71		
G	609-10101	Wells Federal	\$3,902.48		
G	606-10101	Wells Federal	\$1,467.62		
G	215-10101	Wells Federal	\$2,132.80		
G	101-10101	Wells Federal	\$22,080.99		
G	602-10101	Wells Federal	\$1,096.77		
<b>Total</b>		<b>WELLS FEDERAL BANK/VISA</b>	<b>\$33,100.37</b>		
Paid Chk#	044460	6/28/2016	<b>BARCO MUNICIPAL PRODUCTS, INC.</b>		
E	101-43100-220	Repair/Maint Supply (GENERAL)	\$244.26	220699	street signs
<b>Total</b>		<b>BARCO MUNICIPAL PRODUCTS, INC.</b>	<b>\$244.26</b>		
Paid Chk#	044461	6/28/2016	<b>BULLERMAN, TAMMY</b>		
E	101-45125-220	Repair/Maint Supply (GENERAL)	\$8.00		reimburse for water bought for golf clinic kids <i>club house locked</i>
<b>Total</b>		<b>BULLERMAN, TAMMY</b>	<b>\$8.00</b>		
Paid Chk#	044462	6/28/2016	<b>JOHNSON BROS LIQUOR CO, INC</b>		
E	609-49750-251	Liquor For Resale	\$1,012.10	5471784	
E	609-49750-253	Wine For Resale	\$590.72	5471784	
<b>Total</b>		<b>JOHNSON BROS LIQUOR CO, INC</b>	<b>\$1,602.82</b>		
Paid Chk#	044463	6/28/2016	<b>LEGRED, JUSTIN</b>		
E	101-45124-433	Dues, Subs & Fees	\$400.00		4 students - recertification lifeguard/first aid/ CPR/ AED
<b>Total</b>		<b>LEGRED, JUSTIN</b>	<b>\$400.00</b>		
Paid Chk#	044464	6/28/2016	<b>LOCHER BROS.,INC</b>		
E	609-49750-252	Beer For Resale	\$264.00	3216	
<b>Total</b>		<b>LOCHER BROS.,INC</b>	<b>\$264.00</b>		
Paid Chk#	044465	6/28/2016	<b>METRO SALES, INC</b>		
E	101-41940-433	Dues, Subs & Fees	\$595.33	INV553127	3/15-6/14/16
E	101-42110-433	Dues, Subs & Fees	\$223.00	INV554402	
<b>Total</b>		<b>METRO SALES, INC</b>	<b>\$818.33</b>		
Paid Chk#	044466	6/28/2016	<b>OFFICE DEPOT</b>		

**\*Check Detail Register©**

JUNE 2016

			Check Amt	Invoice	Comment
<b>Total OFFICE DEPOT</b>			\$43.98		
Paid Chk#	044467	6/28/2016	<b>PETERSON BUSINESS GROUP, INC</b>		
E	101-45200-400	Repairs & Maint Cont (GENERAL	\$725.00	1761	remove tree and stump N of the nursing home
<b>Total PETERSON BUSINESS GROUP, INC</b>			\$725.00		
Paid Chk#	044468	6/28/2016	<b>PHILLIPS WINE AND SPIRITS,INC</b>		
E	609-49750-251	Liquor For Resale	\$2,308.77	2996908	
<b>Total PHILLIPS WINE AND SPIRITS,INC</b>			\$2,308.77		
Paid Chk#	044469	6/28/2016	<b>RITEWAY</b>		
E	101-41940-200	Supplies (GENERAL)	\$194.39	16-32106	1000 Fund checks
<b>Total RITEWAY</b>			\$194.39		
Paid Chk#	044470	6/28/2016	<b>SOUTHERN WINE &amp; SPIRITS OF MN</b>		
E	609-49750-251	Liquor For Resale	\$351.90	1424265	
<b>Total SOUTHERN WINE &amp; SPIRITS OF MN</b>			\$351.90		
Paid Chk#	044471	6/28/2016	<b>TOW DISTRIBUTING CORP</b>		
E	609-49750-252	Beer For Resale	\$86.40	425793	
<b>Total TOW DISTRIBUTING CORP</b>			\$86.40		
Paid Chk#	044472	6/28/2016	<b>US BANK EQUIPMENT FINANCE</b>		
E	101-41940-433	Dues, Subs & Fees	\$274.00	307278077	Ricoh -
<b>Total US BANK EQUIPMENT FINANCE</b>			\$274.00		
Paid Chk#	044473	6/28/2016	<b>WELLS MIRROR</b>		
E	609-49750-350	Print/Advertising	\$26.00	8250	Save Second Base <i>Sponsor</i>
<b>Total WELLS MIRROR</b>			\$26.00		
Paid Chk#	044474	6/28/2016	<b>UNIVERSAL FILM EXCHANGES, LLC</b>		
E	606-45182-205	Movies	\$250.00		Flame Theatre Secret Life of Pets 7/22
<b>Total UNIVERSAL FILM EXCHANGES, LLC</b>			\$250.00		
Paid Chk#	044475	6/28/2016	<b>DISNEY PICTURES</b>		
E	606-45182-205	Movies	\$1,680.24		Flame Theatre - 64% Finding Dory, week 1
E	606-45182-205	Movies	\$1,980.23		64% Finding Dory, week 2
<b>Total DISNEY PICTURES</b>			\$3,660.47		
Paid Chk#	044476	6/28/2016	<b>SONY PICTURES,INC</b>		
E	606-45182-205	Movies	\$180.64		Flame Theatre - 35% Angry Birds
<b>Total SONY PICTURES,INC</b>			\$180.64		
Paid Chk#	044477	6/29/2016			
<b>10100 CHECKING &amp; SAVINGS</b>			\$272,971.26		

BALANCES-RECEIPTS

	Jun-16	Jun-15	Jun-14	Jun-13
REGULAR CHECKING	38,508.78	17,023.26	29,714.36	59,832.63
LIQUOR CDS	100,000.00	-	60,000.00	60,000.00
MM ACCT	1,744,836.27	2,499,015.75	1,280,753.55	1,042,023.69
SEWER CDS	101,070.71	124,832.79		
REGULAR CD'S	794,701.76	928,146.94	932,915.76	1,099,049.56
HRA CHECKING	74,332.44	97,126.82	136,180.82	36,896.64
HRA CD'S	105,602.70	105,602.70	136,683.46	231,787.46
EDA CHECKING	194,867.34	211,433.35	234,522.61	24,100.36
EDA CD'S	202,635.95	202,635.95	200,922.66	199,230.66

BALANCES AS OF END OF MONTH STATEMENTS

Receipts:

Faribault County	\$541,566.88	June Tax Settlement
State of MN	\$33.45	May Court Fines
WPU	\$8,333.00	franchise fee
State of MN	\$3,590.98	DOT - Aeronautics pmt #1

<b>BUILDING PERMITS</b>		<b>Jun-16</b>						
<b>NAME</b>	<b>PURPOSE</b>	<b>ADDRESS</b>	<b>VALUATION</b>	<b>BUILDING PERMIT</b>	<b>PLAN CHECK FEE</b>	<b>SMURCHARGE</b>	<b>AMOUNT</b>	<b>NO.</b>
Brian/ Tammy Bullerman	12x6 deck-front of house	55 4th St SE	\$ 1,000.00	\$ 20.00	\$ 10.50	\$ 0.50	\$ 31.00	2016-40
Dennis Morgan	replace shower stall	152 10th St SE	\$ 2,000.00	\$ 30.00	\$ 15.00	\$ 1.00	\$ 46.00	2016-41
Agustine Torres	siding	766 4th Ave SW	\$ 3,500.00	\$ 33.00	-	\$ 7.00	\$ 40.00	2016-42
Ronald Barnick	bonus room garage	166 10th St SE	\$ 50,000.00	\$ 205.00	\$ 102.50	\$ 30.00	\$ 337.50	2016-43
Mary Bohm	steel siding on North side	98 2nd St SE	\$ 160.00	\$ 33.00	-	\$ 7.00	\$ 40.00	2016-44
Gerald Asmus	reside garage/ utility shed	101 7th St SE	\$ 400.00	\$ 33.00	-	\$ 7.00	\$ 40.00	2016-38
Brad Heggen	side/shingle garage - install overhead door	576 S Broadway	\$ 6,000.00	\$ 81.00	\$ 10.50	\$ 14.50	\$ 106.00	2016-46
Brad Heggen	wrap window/door trim on house & garage	576 S Broadway	\$ 4,800.00	\$ 33.00	-	\$ 7.00	\$ 40.00	2016-47
Dennis Morgan	shingle	152 10th St SE	\$ 20,000.00	\$ 33.00	-	\$ 7.00	\$ 40.00	2016-48
Rhonda Iverson	shingle	362 2nd Ave SE	\$ 3,000.00	\$ 33.00	-	\$ 7.00	\$ 40.00	2016-49
Jason Nowak	land use permit - storage shed	420 5th St SW	\$ -	\$ -	-	\$ -	\$ -	n/a
Jordan Alphis	land use permit - fence	407 3rd St SW	\$ -	\$ -	-	\$ -	\$ -	n/a
			\$ 90,860.00	\$ 534.00	\$ 138.50	\$ 88.00	\$ 760.50	

<b>POOL 2016</b>											
<b>RECEIPTS</b>	<b>APRIL</b>	<b>MAY</b>	<b>JUNE</b>	<b>JULY</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>TOTAL</b>	
FEES	2,235.00	1,805.00	13,231.00							17,271.00	
SWIMMING LESSONS	1,860.00	4,000.00	1,110.00							6,970.00	
CONCESSION	-	-	1,204.25							1,204.25	
REIMBURSEMENTS	-	-	-							-	
CONTRIB & DONATIONS	-	-	-							-	
TOTALS	4095.00	5,805.00	15,545.25	-	-	-	-	-	-	\$ 25,445.25	
<b>DISBURSEMENTS</b>	<b>APRIL</b>	<b>MAY</b>	<b>JUNE</b>	<b>JULY</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>		
SALARIES	769.77	2,508.62	15,711.91							18,990.30	
PERA	57.72	87.59	65.93							211.24	
FICA	55.54	186.73	1,197.03							1,439.30	
SUPPLIES		51.88	323.77							375.65	
REPAIR/MAINT SUPPLIES		2,605.50	399.22							3,004.72	
MERCH. RESALE			1,102.60							1,102.60	
TELEPHONE			6.77							6.77	
GENERAL LIAB INSURANCE		553.00								553.00	
UTILITIES	11.76	66.79	73.79							152.34	
SALES/USE TAX		143.77	-							143.77	
REPAIR/MAINT CONT			1,512.00							1,512.00	
REPAIR/MAINT EQUIP										-	
RENTALS		105.00	220.00							325.00	
DUES, SUBS & FEES	23.00	20.00	820.00							863.00	
SMALL EQUIPMENT		579.00								579.00	
TOTALS	917.79	6,907.88	21,433.02	-	-	-	-	-	-	\$ 29,258.69	

OVERTIME- FULL TIME EMPLOYEES													
EMPLOYEE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YEAR
	2015												
KLOOS JENNIE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BOECK, MEGAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	86.87	86.87
WACHLIN, AMY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL CITY HALL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>86.87</b>	<b>86.87</b>
	2016												
KLOOS JENNIE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BOECK, MEGAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WACHLIN, AMY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL CITY HALL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	2015												
BERG, SCOTT	386.14	0.00	0.00	0.00	16.74	0.00	0.00	0.00	0.00	0.00	58.58	41.84	503.30
LINDHOLM, JENNIFER	0.00	0.00	0.00	0.00	0.00	16.45	138.99	0.00	0.00	16.45	32.90	0.00	224.79
<b>TOTAL LIQUOR</b>	<b>386.14</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16.74</b>	<b>16.45</b>	<b>138.99</b>	<b>0.00</b>	<b>0.00</b>	<b>16.45</b>	<b>91.48</b>	<b>41.84</b>	<b>728.09</b>
	2016												
BERG, SCOTT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LINDHOLM, JENNIFER	27.96	0.00	0.00	0.00	0.00	44.74	0.00	0.00	0.00	0.00	0.00	0.00	72.70
<b>TOTAL LIQUOR</b>	<b>27.96</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>44.74</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>72.70</b>
	2015												
BRENEGAN, TIM	140.72	0.00	351.80	0.00	123.13	575.38	0.00	0.00	0.00	0.00	0.00	354.72	1545.75
NEUBAUER, ERIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87.95	1055.41
SEIPP, STEVE	125.30	0.00	64.12	152.29	384.72	633.19	88.17	8.02	192.36	272.51	0.00	655.79	2576.47
DIORENZO, SCOTT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.14	115.64	448.11	419.20	1019.09
JOHNSON, MIKE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.46	14.46
RATELLE, JIM	325.16	33.26	210.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	569.04
<b>TOTAL POLICE</b>	<b>591.18</b>	<b>33.26</b>	<b>626.54</b>	<b>152.29</b>	<b>507.85</b>	<b>1208.57</b>	<b>88.17</b>	<b>8.02</b>	<b>228.50</b>	<b>388.15</b>	<b>536.06</b>	<b>241.63</b>	<b>6780.22</b>
	2016												
BRENEGAN, TIM	0.00	0.00	0.00	0.00	91.36	411.12	0.00	0.00	0.00	0.00	0.00	0.00	502.48
NEUBAUER, ERIC	0.00	0.00	18.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.03
SEIPP, STEVE	0.00	34.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34.47	34.47
JOHNSON, MIKE	0.00	0.00	44.45	103.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148.16
<b>TOTAL POLICE</b>	<b>0.00</b>	<b>34.47</b>	<b>62.48</b>	<b>103.71</b>	<b>91.36</b>	<b>411.12</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>703.14</b>
	2015												
PYZICK, MIKE	248.76	352.41	0.00	82.92	0.00	0.00	787.74	0.00	82.92	0.00	829.20	538.98	2922.93
NIEBUHR, KURT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	172.75	241.85	414.60
BRANDENBURG, BUCKY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ANDERSON, CRAIG	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	278.91	154.95	433.86
<b>TOTAL STREET</b>	<b>248.76</b>	<b>352.41</b>	<b>0.00</b>	<b>82.92</b>	<b>0.00</b>	<b>0.00</b>	<b>787.74</b>	<b>0.00</b>	<b>82.92</b>	<b>0.00</b>	<b>1280.86</b>	<b>935.78</b>	<b>3771.39</b>
	2016												
PYZICK, MIKE	0.00	42.29	84.58	0.00	0.00	169.16	0.00	0.00	0.00	0.00	0.00	0.00	296.03
NIEBUHR, KURT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BRANDENBURG, BUCKY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ANDERSON, CRAIG	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL STREET</b>	<b>0.00</b>	<b>42.29</b>	<b>84.58</b>	<b>0.00</b>	<b>0.00</b>	<b>169.16</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>296.03</b>
<b>PART TIME EMPLOYEES - OVERTIME</b>													
PART TIME POLICE													
	2015												
	506.25	0.00	0.00	0.00	0.00	405.01	157.50	22.50	135.00	0.00	0.00	0.00	1226.26
	2016												
	0.00	0.00	0.00	0.00	0.00	270.00	0.00	0.00	0.00	0.00	0.00	0.00	270.00
	2015												
	N/A	N/A	N/A	N/A	N/A	509.81	636.76	287.63	N/A	N/A	N/A	N/A	1434.20
	2016												
	N/A	N/A	N/A	N/A	N/A	970.31	N/A	N/A	N/A	N/A	N/A	N/A	970.31

Comp Time		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	YEAR
EMPLOYEE	city ovr																					2016
	Earned																					
BERG, SCOTT		3.75	0.75	3.63		14.25			3.00		2.25			0.38								28.01
LINDHOLM, JENNIFER																						0.00
TOTAL LIQUOR		0.00	3.75	0.75	3.63	0.00	14.25	0.00	3.00	0.00	2.25	0.00	0.00	0.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.01
	Used																					
BERG, SCOTT											0.50			0.25								0.75
LINDHOLM, JENNIFER																						0.00
TOTAL LIQUOR																						0.00
	Earned																					
PYZICK,MIKE		13.50				7.50			3.00	10.50				12.00								46.50
BRANDENBURG, BUCKY		16.88	3.00	7.50	9.00	7.50	7.50	7.50	14.25	16.50	6.00											88.13
NIEBUHR, KURT		15.38		10.50	13.50	7.50		7.50	11.25	10.50				7.50								83.63
ANDERSON, CRAIG		6.38	10.50			7.50			7.50	9.00	7.50											55.88
KLOCEK, CHAD																						0.00
TOTAL STREET	0	38.64	27.00	18.00	22.50	15.00	15.00	15.00	7.50	28.50	18.00	36.00	13.50	19.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	274.14
	Used																					
PYZICK,MIKE				0.75	0.50				0.50	9.25	10.00	5.75	8.00									34.75
BRANDENBURG, BUCKY											9.00	15.00										24.00
NIEBUHR, KURT																						0.00
ANDERSON, CRAIG																						0.00
KLOCEK, CHAD																						0.00
TOTAL STREET		0.00	0.00	0.75	0.50	0.00	0.00	0.00	0.50	9.25	19.00	20.75	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00
	Earned																					
BRENEGAN, TIM		3.00						3.00	3.00	39.00	9.00			12.00								69.00
NEUBAJER, ERIC		46.50		6.00	8.25			6.75	3.75	6.00	17.25			0.75								95.25
SEIPP, STEVE	20	22.50						2.63		12.75	7.50	6.75	3.38									75.51
JOHNSON, MIKE				1.50					3.00	4.50	0.75	12.00	3.75									25.50
TOTAL POLICE	20	22.50	49.50	1.50	6.00	8.25	0.00	12.38	9.75	62.25	34.50	18.75	7.13	12.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	265.26
	Used																					
BRENEGAN, TIM										20.50	18.50	12.00										51.00
NEUBAJER, ERIC		12.00	3.00	24.00				12.00	12.00		31.50											94.50
SEIPP, STEVE														12.00								12.00
JOHNSON, MIKE																						0.00
TOTAL POLICE		0.00	0.00	12.00	3.00	24.00	0.00	12.00	0.00	12.00	20.50	50.00	12.00	12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157.50
	Earned																					
BOECK, MEGAN						3.00	2.63			3.75	6.38	1.50		1.13								18.39
KLOOS, JENNIE				1.88		6.00			0.75	3.00	1.13			1.50								14.26
WACHLIN, AMY			1.13		0.75		1.50			0.75												4.13
TOTAL CITY HALL		0.00	1.13	0.00	1.88	0.75	9.00	4.13	0.00	4.50	10.13	2.63	0.00	2.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.78
	Used																					
BOECK, MEGAN									3.25		0.50	7.25	2.75									13.75
KLOOS, JENNIE					0.50		3.00		0.25	1.50		1.25										6.50
WACHLIN, AMY		1.75																				1.75
TOTAL CITY HALL		0.00	0.00	0.00	0.00	0.50	0.00	3.00	3.25	0.25	2.00	7.25	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.00

All Pets Impound Report

Date	or Where Found	Description	or euthanized	Vacc.	Fees
1/13/2016	323 4TH AVE SE	DMH ORANGE MALE	ADOPTED BY FARIBAULT CTY HUMANE SOCIETY	1/19/16 1 YR	\$82.39
1/15/2016	280 2ND AVE SE	DSH BLACK & WHITE FEMALE	ADOPTED BY DR. NANCY SWEDIN	1/19/16 1 YR	\$55.00
2/29/2016	500 BLODE 1ST AVE SE WELLS	GERMAN SHEPHERD	OWNER CLAIMED - TRACY RATHAI	LICENSED THRU WELLS - 2017	
3/25/2016	2nd st sw	BLACK LABRADOR	OWNER CLAIMED - TONY SCHUMANN	3/24/16 (1YR)	
3/25/2016	DROPPED OFF W/OFFICER	DILUTE CALICO CAT	ADOPTED BY FARIBAULT CTY HUMANE SOCIETY	3/31/2016	\$55.00
4/18/2016	207 3RD AVE SE	BROWN AND WHITE PITBULL	OWNER CLAIMED( AMANDA RUCKER) *QUARANTINED FOR DANGEROUS DOG	9/26/2015	
4/23/2016	NORTH SIDE OF WELLS	FEMALE BLACK PITBULL/LAB MIX	ADOPTED BY RIVERSIDE REGIONAL PET SHELTER-MANKATO	4/23/16 1 YR	\$75.00
4/21/2016	44 1ST ST SW	CALICO FEMALE CAT	ADOPTED BY RIVERSIDE REGIONAL PET SHELTER-MANKATO	5/5/16 1 YR	\$55.00
5/4/2016	3RD ST SE	BUFF FEMALE CAT	ADOPTED BY RIVERSIDE REGIONAL PET SHELTER-MANKATO	5/9/16 1 YR	\$55.00
5/18/2016	LITTLE LAMBS DAYCARE	BUFF MALE CAT	ADOPTED BY RIVERSIDE REGIONAL PET SHELTER-MANKATO	5/23/16 1 YR	\$89.88
6/20/2016	S BROADWAY	WHITE WESTIE (K9)	OWNER CLAIMED- ELIZABETH HILL	5/19/15 3 YR	

## Megan Boeck

---

**From:** Lauryne Stern <ladywithhat@yahoo.com>  
**Sent:** Monday, June 27, 2016 10:25 PM  
**To:** Megan Boeck  
**Subject:** Request from CFSH

Communities fighting Student Hunger/ USC Backpack program is requesting approval of the City of Wells Council for the following:

CFSH will be holding a Glow Walk fundraiser on Aug. 17 at 8pm at Half Moon Park.

Registration will be at the shelter. The starting point will begin by the baseball gate. The route will be around the perimeter of the park and then another route in an figure 8 within the perimeter. Stations will be a various points of the route and all walkers will receive a glow item as they progress through the route. Door prizes , cookies and orange drink will be given out after the walk. A group picture will be taken also for the local papers. It will involve 8 volunteers and one medical person on hand. There is no age limit and we are asking for a free will donation. Door prizes will be obtained from local business. All glow items will be purchased by CFSH. All children under 10 will have to be accompanied by an adult.

As a program that provides a food supplement to students at USC for the weekend we must continue to find funding for food supplies. We sincerely hope that you approve this event.

Our Goal, " No child will go hungry in our communities."

Sincerely,

Communities Fighting Student Hunger Chairman  
Lauryne Stern

Sent from my iPad

The Wells Public Utilities met in regular session on Tuesday, March 1, 2016 with the following members present: Ron Hartman, Darin Magnuson, Dave Braun and Superintendent Jeff Amy.

Chairman Hartman opened the meeting at 3:00 p.m.

Minutes of the previous meeting were reviewed with no additions or corrections.

Bills of account were presented and reviewed. Motion by Darin Magnuson, seconded by Dave Braun to approve check numbers 30963 through 31000, along with direct deposit numbers 2324 through 2341 and automatic fund transfers. Motion carried.

The agenda was adjusted to allow the audit to be presented. Tom Olinger presented the 2015 audit. Motion by Darin Magnuson, seconded by Dave Braun to accept the 2015 audit. Motion carried..

Superintendent's report:

- \*Updated organizational chart and general employee responsibilities are in the packets.
- \*Pickup is ordered from Blake Greenfield. Build date is April 14, 2016.
- \*Tonka/iron filter rebuild is complete. Filter is back in service.
- \*Office/customer lobby project is started. HVAC work is almost done.
- \*Cubes will be ordered next Wednesday (4-5 week turnaround)
- \*Roof leak over vestibule was damaged at scupper tie ins, \$1400 to repair and \$3000 to replace. Will replace roof as soon as it warms up.
- \*Employee issued update.
- \*North Industrial Park discussion: Water reserves are still not at recommended amount. Very concerned about more borrowing. If 6<sup>th</sup> Street projects go we will have to borrow for that.
- \*Electric has no debt and we should strive to live within our means.

Public Comment: none

Old Business:

\*Motion by Darin Magnuson, seconded by Dave Braun to approve Safe Routes to School electric moves project, plus four additional poles for storm proofing for an estimated \$35,350. Motion passed.

New Business:

\*Motion by Dave Braun, seconded by Darin Magnuson to amend the personnel policy. Under "Disciplinary Action Steps" and to strike "but shall be removed from the file after one year from the date of issuance if there has been no subsequent reprimand and no other disciplinary action has been instituted.

Next regular meeting scheduled for Tuesday, April 5, 2016 at 3:00 p.m.

At 4:25 p.m. motion was made by Ron Hartman, seconded by Darin Magnuson to adjourn. Motion carried.

---

Jeff Amy, Superintendent

**Flame Theatre Board Minutes**  
**Wednesday, June 15, 2016**

Ila Teskey, Scott Berg, Beth Hansen, Nate Nasinec ,Whitney Harig, Jennie Kloos  
Absent were Renae Burns, Rod VanWyngarden, Deb Thoe, Mike Beckman

- Ila called the meeting to order
- Beth brought a request from the Kernel Days Committee (Lauryne Stern) for 15 movie passes. These are to be used for prizes at the duct tape and cupcake decorating contests. Nate made a motion to donate the 15 movie passes for Kernel Days, as requested. Whitney seconded. All in favor, motion carries. Jennie will get the tickets ready, Beth to call Lauryne Stern.
- Jennie said that the theatre as three new hires.
- The approved job description for the City of Wells Theatre Clerk was reviewed.
- City of Wells Flame Theatre Policy and Procedures was reviewed. Jennie to ask Deb if the Theatre staff is wiping the arms of the chairs.
- It was noted that the carpet and seats will need to be cleaned. This expense is in the 2016 budget. Jennie to contact cleaners, and tentatively schedule the cleaning for September.
- City Council to review Theatre revenue/expenses at their July meeting. Whitney noted that the Theatre is currently running at 8% under budget. Whitney said the meeting will be held on 7/11 at 5pm – with the Theatre under budget, there will likely be no discussion of increasing ticket prices.
- Jennie to send all board members the June 2015 and June 2016 revenue/expense for a comparison.
- Advertising on-screen is down from 2015 by \$1319. All ads have been paid for 2016.
- “Thank you” cards from Maple River and Lost Marsh Ducks were brought to the meeting by Jennie.
- Mike Beckman needs to be contacted about cross training Megan, Jennie and Deb. Jennie will talk to Mike.
- Scott suggested that the concession offerings should be reviewed in July. A semi-annual review will be done to see what’s selling well, and to address any changes to be made.
- It was noted that minimum wage is going up, effective Aug 1, 2016.

Meeting adjourned at 4:30 pm. The next scheduled meeting to be held on 7/20/16 at City Hall.

Wells Public Library

May 18, 2016

Attending: Tom Schindler, Gary Hagen, Brenda Rebelein, Whitney Harig, Robin Leslie, Tami Beto  
Sue Dundas-Absent  
Tom presided

Agenda approved

Reports:

Secretary report was approved (Whitney/Brenda)

Financial Report discussed and approved. Tami advised the Special Programs line item includes the fee for William Kent Krueger, which will be reimbursed from Traverse des Sioux through the ACHF grant. Magazine subscriptions line item was for the Star Tribune annual renewal. The first payment from Faribault County was received. The board will discuss and set the 2016 budget at the next meeting.

Staff report was discussed. April statistics were 1,602 visits, slightly down from April 2015 (1,682). Tenley Schwartz will be starting on Monday, May 23. The Library will receive 150 books from the Southern Minnesota Initiative Fund BookStart grant for the Summer Reading Program. Tami will attend the reception in June.

Closed Session:

The Board went into a closed session. No action was taken in the closed session.

Old Business:

Traverse des Sioux has posted for the new Director position. Plans are to have the position filled by the end of August. Cataloging is making a lot of progress. The oldest items at TdS are December 30, 2015. Seth will be leading "Re-Train the Trainer" classes this Fall on the Sierra software. Sierra will have an update in August and he will walk us through that plus going over the basics of the software and reports again.

The library currently does not have much for programming happening right now. They are preparing for the Summer Reading Program. Besides the usual reading minutes for prizes they will have a weekly search word game and "Where in Wells is Snoopy?" game for prizes. There will also be games set up in the children's area to play such as hopscotch and larger than life board games. 496 flyers have been passed out to the USC Elementary, Preschool, home-schoolers, Headstart and St Casimir's school to share the reading programming information.

New Business:

The Wells Library Foundation will be hosting a Fun Run/Walk as a fundraiser for the Library. The event will take place on June 11<sup>th</sup> at the Library. The running paths for the 5K and the 1 mile will start and finish at the Library. The children's Mad Dash will run from corner to corner. The Foundation will be purchasing books for the library with those funds.

Meeting adjourned

Next meeting: June 15, 2016 5:00pm

Minutes completed by Tami Beto, Library Coordinator

Wells Library Board  
June 15, 2016

Attending: Tom Schindler, Whitney Harig, Gary Hagen, Sue Dundas, Tami Beto, Robin Leslie. Tom presided. Agenda was approved.

Reports:

Secretary's report was approved (Whitney/Brenda). Financial report was discussed and approved. Check for William Kent Kruger grant in April was deposited in June; check for Teddy Bear Band grant has not been received.

Staff Reports:

- Statistics: May 2016 – 1,136 (1,519 May 2015). Circulation is about the same, and e-book checkout is up.
- Carpet needs cleaning/repair. We have squares upstairs to replace some of the most heavily worn places near the circulation desk and DVD area. Tami will talk to Al Bauman to get a bid (hopefully to do during Labor Day closing time).
- Mystery Girls will be coming on June 27. Allen Eskins is unable to attend; he will come at another time.

Old Business:

Budget: Discussed and finalized (Whitney/Sue) the 2016 budget.

TdS: Redesigning MN Link. Cataloguing is caught up to April 5. We had 93 items to be catalogued a month ago and now only have two. Changes made to Overdrive include checkout time of 3 weeks (formerly 2) and limit of 5 checkouts and holds (formerly 3). Our library paid for next year's summer reading program, Build a Better World. TdS pays the \$20 membership fee and we pay \$2 materials fee and whatever we purchase. TdS will meet again in July, no meeting in August, meeting in September, then back to the every other month schedule. TdS will have four interviews for the director position on July 6, followed by a meet-and-greet time.

Summer Programs: Great response! Sign-ups for summer reading are 139 children and 10 teens who are reporting their reading. More brochures were handed out this year than in previous years; calendar is also posted on Facebook. Over 200 people have seen the crafts post from yesterday on Facebook. A floor-sized Scrabble game is available in the children's area.

New Business:

Dollar General Donation: We have received products from Dollar General to use for programs. Some were used for last weekend's fun run (sponsored by the Library Foundation), some will be used for the summer reading program, and some will be used for the 1,000 Books before Kindergarten program.

Saturday hours: We had 30 patrons on June 4 and 20 patrons (plus runners) on June 11. The Board voted (Whitney/Gary) that we keep Saturday hours through summer except for July 2 as previously agreed, and except for August 20 (Kernel Days weekend). Also, we will again close at 5:00 on July 13 for Festag.

Meeting adjourned.

Next meeting: July 20, 2016

Respectfully submitted,

Sue Dundas, Secretary

Wells Community Ambulance Service  
Board of Directors Meeting  
May 9 2016

The Wells Community Ambulance Service Board of Directors met on Monday, May 9th at the Wells ambulance garage. The meeting was called to order by Chairman Bill Groskreutz. Members present were Martin Healey, Bill Groskreutz, Dave Tatge, Mark Fendrich, Harold Goeden and Jim Richards. Absent was Jim Stern.

Minutes of the April meeting were read and approved on a motion by Dave Tatge and a second by Harold Goeden.

The financial report for May 1 was reviewed and approved on a motion by Mark Fendrich and a second by Dave Tatge.

Martin Healey gave the Captain's report with 25 runs in April. The Wells ambulance made only one return to Prkiew from Albert Lea in April. The new ambulance is in service and fully loaded including the Lucas machine and radio communication. A computer and printer have been purchased for the new ambulance. Software for this computer will be at no charge. A motion was made by Mark Fendrich and seconded by Dave Tatge to give \$500.00 to the squad to assist in purchase of cot extenders. There was discussion on the purchase of a tank lifter. The Zoll monitors have been checked and will be done annually. Freeborn ambulance service may be interested in purchasing the old ambulance.

There was no further business. The meeting adjourned on a motion by Jim Richards and a second by Mark Fendrich.

Respectfully submitted,

  
Pat Hassing, Acting Secretary



**Park Board Meeting Minutes**  
**Thursday, April 21, 2015, 5:00 pm**  
**Wells City Hall**

The Wells Park Board convened on April 21, 2016 at 5:00 pm in the Wells City Hall Conference Room. Steve Linde called the meeting to order with the following members present: Steve Kloos and Greg Stenzel. Also present was Deputy City Clerk Megan Boeck.

**AGENDA**

The agenda for the April 21, 2016 meeting was reviewed. Motion by Linde and second by Stenzel to approve with the addition of Council Liaison. Motion carried.

**PUBLIC COMMENT**

None.

**GENERAL BUSINESS**

**Halfmoon Park Bathrooms Discussion:** Linde informed the Board that someone will present a plan to Council in regard to the new bathroom construction.

**Summer Recreation:** Linde informed the Board that mass registration is on Saturday, April 30<sup>th</sup> and that he will be available to assist with sign up.

**Swimming Pool:** Linde stated that he will schedule a time to meet with City Administrator Robin Leslie to review pool applications and that the Board needs to make a recommendation for the Assistant Pool Manager position.

Motion by Stenzel and second by Linde to recommend John Schuster as the Assistant Pool Manager. Motion carried.

**ANNOUNCEMENTS**

Chair Linde reminded the Board that the next meeting will be Wednesday, May 18<sup>th</sup> at 5:00 pm.

**ADJOURNMENT**

Motion by Stenzel and second by Linde to adjourn. Motion carried.

---

Chairperson Steve Linde

---

Deputy City Clerk Megan Boeck



**Park Board Meeting Minutes**  
**Wednesday, May 18, 2015, 5:00 pm**  
**Wells City Hall**

The Wells Park Board convened on Wednesday, May 18, 2016 at 5:00 pm in the Wells City Hall Conference Room. Steve Linde called the meeting to order with the following members present: Steve Burns, Steve Kloos and Greg Stenzel. Also present was Deputy City Clerk Megan Boeck.

**AGENDA**

The agenda for the May 18, 2016 meeting was reviewed. Motion by Kloos and second by Stenzel to approve with the addition of Lights at Thompson Park. Motion carried.

**PUBLIC COMMENT**

None.

**GENERAL BUSINESS**

**Half Moon Park Bathrooms Discussion:** Kloos stated that he will be available for the June 13<sup>th</sup> Council meeting to discuss the plan for the Half Moon Park bathroom.

**Summer Recreation:** Kloos stated that teams have been established and that there were enough girls signed up to have a 3<sup>rd</sup> and 4<sup>th</sup> grade team.

**Swimming Pool:** Linde stated that the pool is opening on June 8<sup>th</sup> and that the school will be having a pool party on June 7<sup>th</sup>.

**Lights at Thompson Park:** Kloos stated that he has been in contact with members of the School Board about the lights at the old football field which can be made available to the Park Board for little to no cost. Kloos also stated that he will do more research to find out if these lights are a good fit for Thompson Park and what kind of process would be required for install.

**ANNOUNCEMENTS**

Chair Linde reminded the Board that the next meeting will be Wednesday, June 15<sup>th</sup> at 5:00 pm.

**ADJOURNMENT**

Motion by Stenzel and second by Kloos to adjourn. Motion carried.

\_\_\_\_\_  
Chairperson Steve Linde

\_\_\_\_\_  
Deputy City Clerk Megan Boeck



**Planning & Zoning Commission Annual Meeting Minutes**  
**Thursday, March 24, 5:00 pm**  
**Wells Community Center**

The Planning & Zoning Commission convened for its annual meeting on March 24, 2016 at 5 pm. Chairperson Steve Burns called the meeting to order with the following members present: Lenny Hulbert, Shannon Savick and Brenda Weber. Members absent: Carol Aske. Also present was City Administrator Robin Leslie.

**AGENDA**

The agenda for the March 24, 2016 annual meeting was reviewed. Motion by Savick and second by Hulbert to approve as printed. Motion carried.

**CONSENT ITEMS**

January 5, 2015 Annual Meeting Minutes - The minutes of the January 5, 2015 annual meeting were reviewed. Motion by Savick and second by Hulbert to approve as presented. Motion carried.

2015 Minute Book- Motion by Savick and second by Hulbert to approve the 2015 minute book. Motion carried.

**BUSINESS**

Election of 2016 Officers- Motion by Savick and second by Weber to appoint the following:

Lenny Hulbert, Chair  
Shannon Savick, Vice-Chair  
Carol Aske, Secretary

Motion carried.

**ADJOURNMENT**

Motion by Savick and second by Hulbert to adjourn the meeting. Motion carried. Meeting adjourned at 5:07 pm.

---

Secretary Carol Aske

---

City Administrator Robin Leslie



The Planning & Zoning Commission convened for its meeting on March 24, 2016 at 5 pm. Chairperson Lenny Hulbert called the meeting to order with the following members present: Steve Burns, Shannon Savick and Brenda Weber. Members absent: Carol Aske. Also present was City Administrator Robin Leslie.

#### AGENDA

The agenda for the March 24, 2016 annual meeting was reviewed. Motion by Savick and second by Hulbert to approve as printed. Motion carried.

#### CONSENT ITEMS

January 5, 2015 Annual Meeting Minutes - The minutes of the January 5, 2015 annual meeting were reviewed. Motion by Savick and second by Hulbert to approve as presented. Motion carried.

2015 Minute Book- Motion by Savick and second by Hulbert to approve the 2015 minute book. Motion carried.

#### PUBLIC HEARING

**Conditional Use Permit Request – Peterson Refuse & Demo, 355 3<sup>rd</sup> Street SE, seeks a conditional use permit to extend/expand/alter a pre-existing non-conforming use in a General Industrial (I-1) zone by adding a recycling drop site-** Leslie informed the Commission on the following:

The applicant is requesting a conditional use permit to add a recycling drop site for township residents.

Junk yards, auto reduction yards and open storage yards are currently permitted only through a conditional use permit in the I-1 General Industrial District as regulated in Section 152.097 of the Zoning Ordinance. Criteria used for Conditional Use Permits are located in Sections 152.162-152.163 of the Zoning Ordinance (attached).

Peterson Refuse & Demo does not have a conditional use permit to operate in this location making them a non-conforming use. This is either due to 1. A CUP was not required when this business started or 2. A CUP was never acquired by the business and the City never enforced Code requirements.

Nonconforming uses are regulated per Zoning Ordinance Section 152.126, however, City of Wells Code of Ordinances are not updated to current state law regulating nonconforming uses, which is Minnesota State Statute 462.357, Subdivision 1e.

State law allows the repair, replacement, restoration, maintenance, or improvement, but not expansion of nonconforming uses and structures. An improvement means an enhancement to the structure or use (such as a new coat of paint) that does not change the bulk or dimensional characteristics of the nonconformity.

An expansion means the addition of square footage or dimensions that permits more area for the nonconformity. An increase in the intensity, volume or scope of a nonconforming use on a property also constitutes an expansion.

The City Council may permit the expansion of a legal nonconforming structure or use under special circumstances provided that certain findings are made to protect public health, safety and welfare.

To do so, conditions can be placed on any approval. If then the conditions are not met, the permit may be revoked.

The property is currently occupied by a junk yard/open storage yard where a refuse and tree service operate.

The property has frontage on 3<sup>rd</sup> Street SE and along railroad right-of way.

**Subject Site:**

<i>Existing Land Use</i>	<i>Zoning</i>
Junk yard/Open storage yard	I-1

**Adjacent Land Use and Zoning:**

<i>Existing Uses</i>		<i>Zoning</i>
<b>North</b>	Railroad, Gas Station, Construction, Company	I-1
<b>South</b>	Residential	R-2
<b>East</b>	Railroad, Construction Company	I-1
<b>West</b>	Residential	R-2

**ANALYSIS**

The required written statement was not submitted describing the intended use of the property or proposed structure. Instead, Mr. Peterson completed the Variance Practical Difficulties Worksheet.

The petitioner states he would like to provide a recycling drop site for township residents in addition to the existing businesses at this location (refuse removal and tree service).

He also stated he will be removing one of the existing buildings along the south wall and locating the township recycling bins in that location.

The petitioner will not be doing any excavation or dirt moving as part of this project.

**Questions not answered by the application:**

OPERATION: What will the hours of operation be and commencement date?

**Recommendation: Hours should be limited to general business hours Monday – Saturday.**

SCREENING: Is adequate screening provided?

**Recommendation: Repair and maintain existing fence in good order so site is properly screened.**

**In addition, some time ago, Mr. Peterson attempted to construct a structure along the south fence wall. This structure’s framework still exists today and protrudes above the fence. Since the building permit/variance was denied for this structure, this framework should be removed to**

**make more room on his site for his business-related items that are currently stored on the boulevard.**

PARKING, ACCESS, DRAINAGE, UTILITIES: Are there adequate utilities, access roads, drainage, and other necessary facilities? Have adequate measures been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

**Recommendation: Access to the drop site and clear turnaround areas should be provided. All customer and employee parking should be either on-street (if permitted) or on-site. The boulevard area should remain clear of parked vehicles and business-related items. Nothing should be stored in the boulevard area.**

CAMPATIBLE USE: Is the proposed use compatible with the uses in the immediate vicinity? Will the proposed use substantially diminish or impair property values within the immediate vicinity?

**Recommendation: The existing use has been in place for some time whether legally or illegally non-conforming. If the proposed additional use is kept within the confines of the existing site and other business-related items/parking is also kept on site, the proposed use should not further impact the properties in the area.**

ORDERLY DEVELOPMENT: Will the establishment of the proposed use impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area?

**There does not appear to be any vacant property in area.**

ODOR, FUMES, DUST, NOISE, VIBRATION, LIGHTED SIGNS, LIGHTS: Have adequate measures been or will be taken to prevent or control offensive odor, fumes, dust, noise, and vibration, so that none of these will constitute a nuisance and will lighted signs and other lights be controlled in a manner so that there will be no disturbance to neighboring properties?

**Recommendation: Regulation of hours of operation to general business hours Monday – Saturday should limit noise/traffic noise from site.**

**RECOMMENDATION/CONDITIONS**

Staff finds that the request for a Conditional Use Permit To Extend/Expand/Alter A Pre-Existing Non-Conforming Use in an Industrial (I-1) Zone by adding a recycling drop site for township residents from Peterson Refuse & Demo, 355 3<sup>rd</sup> Street SE, is consistent with Section 152.162-152.163 of the Zoning Ordinance and recommends approval with the following conditions:

1. Hours should be limited to general business hours Monday – Saturday. A specific time frame like 8 am – 8 pm should be decided for permit.
2. Repair and maintain existing fence in good order so site is properly screened.
3. Structure framework along south wall must be removed within six (6) months of approval.
4. Access to the drop site and clear turnaround areas must be provided. All customer and employee parking must be either on-street (if permitted) or on-site. The boulevard area must remain clear of parked vehicles and business-related items. Nothing is to be stored in the boulevard area.
5. Proposed additional use (recycling drop site) is to be kept within the confines of the existing site.

Motion by Savick and second by Weber to recommend approval of the CUP with the following conditions:

1. Hours to be limited to Monday – Friday 8 am – 6 pm & Saturday 8 am – 12 pm.
2. Repair and maintain existing fence in good order so site is properly screened.
3. Structure framework from 2006/2007 denied building permit/variance along south wall must be removed within six (6) months of approval.
4. Access to the drop site and clear turnaround areas must be provided. All customer and employee parking must be either on-street (if permitted) or on-site. The boulevard area must remain clear of parked vehicles and business-related items. Nothing is to be stored in the boulevard area.
5. Proposed additional use (recycling drop site) is to be kept within the confines of the existing site.

Motion carried.

### **BUSINESS**

Leslie provided a list of items discussed in 2015. She asked the Commission to prioritize the items to correspond with the 2016 City Council goals/priorities:

1. Rental Housing Ordinance update
2. Housing/Property Maintenance Code Ordinance

Other items to outsource/work on as time permits:

1. Property Sales & Building /Zoning Code Compliance Ordinance
2. Airport Zoning
3. Ordinance updates needed based on MN Statute Changes/Court Rulings:
  - a. Subdivision
  - b. Variances
  - c. Nonconforming Uses & Structures
  - d. Sign Ordinance

Topics that the Commission does not deem a priority:

1. Tiny houses
2. RV Parking

### **ANNOUNCEMENTS**

Chair Hulbert reminded the Commission the next meeting would be May 2, 2016 at 5 pm at the Community Center. He also stated the next two meetings would be June 6<sup>th</sup> and July 25<sup>th</sup>.

### **ADJOURNMENT**

Motion by Savick and second by Burns to adjourn the meeting. Motion carried. Meeting adjourned at 6:23 pm.

---

Secretary Carol Aske

---

City Administrator Robin Leslie



The Planning & Zoning Commission convened for its meeting on May 2, 2016 at 5 pm. Vice-Chair Steve Burns called the meeting to order with the following members present: Carol Aske, Shannon Savick and Brenda Weber. Members absent: Lenny Hulbert. Also present was City Administrator/Zoning Administrator Robin Leslie.

### **AGENDA**

The agenda for the May 2, 2016 meeting was reviewed. Motion by Aske and second by Savick to approve as printed. Motion carried.

### **PUBLIC COMMENT**

Kevin & Connie Martin were in attendance to dispute the Zoning Administrator's determination about their requested use of parcel #300090340. Kevin Martin stated he would like to convert one of his storage buildings on this parcel into a residential dwelling. Zoning Administrator Leslie explained to the Commission that this would not be permitted per Zoning Code 152.038 F.11, that the structure has no street frontage, no independent utilities, and no ability to be provided an address, which is required for public safety purposes. Leslie also explained that this Commission cannot do anything for the Martin's but that the proper redress for the Martins would be to submit a request to appeal the Zoning Administrator's determination with the Board of Adjustment & Appeals. If the Board overturns the determination, then the Martins would need to apply for several variances. Once those steps were completed and if the variances were granted, then they could apply for a building permit, but that it would be very difficult to meet MN Building Code to convert that structure.

### **CONSENT ITEMS**

The minutes of the March 24, 2016 meeting were reviewed. Motion by Savick and second by Aske to approve as presented. Motion carried.

### **BUSINESS**

Leslie provided a copy of the existing rental housing ordinance and a copy of the Owatonna rental housing ordinance. She stated after researching other ordinances and consulting with the Wells Police Chief, she felt the Owatonna rental ordinance is very close to what the City would like to achieve by updating their ordinance. She asked the Commission to take a look at it and come to the next meeting with any suggestions. She also stated she would try to have a draft of this ordinance ready for the next meeting.

### **ANNOUNCEMENTS**

Vice-Chair Burns reminded the Commission the next meeting would be June 6, 2016 at 5 pm at the Community Center.

### **ADJOURNMENT**

Motion by Aske and second by Savick to adjourn the meeting. Motion carried. Meeting adjourned at 5:57 pm.

---

Secretary Carol Aske

---

City Administrator Robin Leslie



The Planning & Zoning Commission convened for its meeting on June 6, 2016 at 5 pm. Chair Lenny Hulbert called the meeting to order with the following members present: Carol Aske, Steve Burns, Shannon Savick and Brenda Weber. Members absent: none. Also present was City Administrator/Zoning Administrator Robin Leslie.

**AGENDA**

The agenda for the June 6, 2016 meeting was reviewed. Motion by Burns and second by Aske to approve as printed. Motion carried.

**PUBLIC COMMENT**

None.

**CONSENT ITEMS**

The minutes of the May 2, 2016 meeting were reviewed. Motion by Burns and second by Savick to approve as presented. Motion carried.

**BUSINESS**

**Preliminary & Final Plat – Business Park Addition (Wells Business Park)**

The Commission briefly discussed the plats and there was a motion by Aske and second by Savick to approve the Preliminary & Final Plat – Business Park Addition. Motion carried.

**Rental Housing Ordinance**

Leslie mentioned that she and the Commission will continue to work on either amending the existing ordinance or crafting a new ordinance. She stated she has a draft in the works but that it was not ready for the Commission meeting and she will probably email something out prior the July 25<sup>th</sup> Commission meeting so that the Commission will have time to review it.

**ANNOUNCEMENTS**

Leslie stated that the next Commission meeting is tentatively scheduled for July 25, 2016 at 5 pm at the Community Center but since she will be going on leave, this date will need to be confirmed at a later date.

**ADJOURMENT**

Motion by Savick and second by Burns to adjourn the meeting. Motion carried. Meeting adjourned at 6:33 pm.

---

Secretary Carol Aske

---

City Administrator Robin Leslie



The Wells Economic Development Authority (EDA) convened on January 19, 2016 at 5:00 pm in the Council Chamber. President Heggen called the meeting to order with the following members present: Jim Heckman, John Herman, Sue Nasinec and Whitney Harig. Also present was City Administrator Robin Leslie and Tim Clawson, Executive Director of FCDC.

#### **AGENDA**

The annual agenda for the January 19, 2016 meeting was reviewed. Motion by Herman and second by Harig to approve as presented. Motion carried.

#### **CONSENT ITEMS**

The 2015 financial reports were discussed. Motion by Nasinec and second by Harig to approve as presented. Motion carried.

The 2015 minute book was reviewed. Motion by Harig and second by Herman to approve as presented. Motion carried.

#### **NEW BUSINESS**

**2015 Annual Review-** Motion by Herman and second by Harig to approve the annual review as presented. Motion carried.

**Election of 2016 Officers-** Motion by Nasinec and second by Herman to elect the following slate of officers. Motion carried.

Brad Heggen- President  
Sue Nasinec- Vice President  
Jim Heckman- Secretary/Treasurer

Heckman arrived at 5:10 pm.

**2016 Goals-** Motion by Harig and second by Herman to focus on the following goals for 2016. Motion carried.

- 1) SIP Marketing Plan/Signage
- 2) WPB/NIP Marketing Plan/Signage
- 3) Downtown Enhancement- Handicap Accessibility, Chamber Liaison (Jim Heckman), Business Survey
- 4) Web Presence- General EDA Page, helping Wells businesses (e.g. GPS Marketing)
- 5) Wells Food Processing Promotion/Support

**EDA Board-** It was the consensus of the Board to operate as a five member EDA with staggering terms.

#### **ADJOURNMENT**

Motion by Harig and second by Herman to adjourn at 5:54 pm. Motion carried.

---

Jim Heckman, Secretary/Treasurer

---

Megan Boeck, Deputy City Clerk



The Wells Economic Development Authority (EDA) convened on January 19, 2015 at 5:30 pm in the Council Chamber. President Heggen called the meeting to order with the following members present: Jim Heckman, John Herman, Sue Nasinec and Whitney Harig. Also present was City Administrator Robin Leslie and Tim Clawson, FCDC Executive Director.

#### **AGENDA**

The agenda for the January 19, 2016 meeting was reviewed. Motion by Herman and second by Harig to approve as presented. Motion carried.

#### **PUBLIC COMMENT**

None.

#### **CONSENT ITEMS**

The minutes of the November 17, 2015 and December 15, 2015 meeting were reviewed. Motion by Herman and second by Heckman to approve with one correction. Motion carried.

The bills and financial reports were discussed. Motion by Herman and second by Nasinec to approve as presented. Motion carried.

#### **BUSINESS**

**Incubator Septic System-** No action taken. Leslie informed the Board that the septic pump had to be replaced and that further upgrades to the holding tank should be considered.

**Courier-Sentinel/Non-delivery of Wells Area Guides-** No action taken. Leslie informed the Board that she sent the Courier-Sentinel a letter informing them that the EDA is requesting a refund but that she hasn't received a response.

**Staloch Farm Rent-** Tom Staloch was present and stated he thinks being billed for 73% of the 90<sup>th</sup> percentile is too high for a parcel of land that has hydrants and severed tile, making it hard to farm.

Heggen stated that to date, Mr. Staloch has paid \$199 per acre and that he feels that is sufficient enough.

Motion by Herman and second by Nasinec to charge Mr. Staloch \$199 per acre for 2015 and 2016. Motion carried.

**Old School Site Update-** No action taken. Leslie informed that Board that the HRA and the City Council are going to have a closed session in regard to the sale of old school site properties and that Mr. Peterson might apply for a conditional use permit to hold a machinery/equipment sale at the old football field.

**Faribault County Commercial Rehab Loan Program/Requests-** No update.

**South Industrial Park-** No action taken. Leslie informed the Board that the for-sale sign is posted on the property.

**Wells Business Park-** Leslie stated that there are a number of scenarios that can be considered when trying to calculate the average tax impact for the project and that she will try to contact someone at the

Assessor's Office to get more accurate figures. Leslie also stated that another thing to consider during this project is having a plan for completion in phases to alleviate some of the upfront costs. In addition, Leslie stated she will continue to work with Bolton and Menk to lower the total project costs, if possible.

Amos Boeck was present and stated that he would like to get some idea of a lot price for budgeting purposes.

Leslie stated that she thinks the lot prices will need to be based on an overall percentage of the special assessments but that she needs additional information to help determine a price.

**Board Member Resignations-** No action taken. Leslie stated that Board member Kim Sorenson resigned after the last Council meeting and that his resignation will be accepted at the January 25<sup>th</sup> Council meeting.

#### **ADJOURNMENT**

Motion by Harig and second by Herman to adjourn at 6:47 pm. Motion carried.

---

Jim Heckman, Secretary/Treasurer

---

Megan Boeck, Deputy City Clerk



The Wells Economic Development Authority (EDA) convened on March 10, 2016 at 5:00 pm in the Council Chamber. President Heggen called the meeting to order with the following members present: Jim Heckman, John Herman, Sue Nasinec and Whitney Harig. Also present was City Administrator Robin Leslie, Tim Clawson and Beth Moss from FCDC and Ronda Allis from MnDOT.

#### AGENDA

The agenda for the March 10, 2016 meeting was reviewed. Motion by Herman and second by Nasinec to approve as presented. Motion carried.

#### PUBLIC COMMENT

None.

#### CONSENT ITEMS

The minutes of the January 19, 2016 meeting were reviewed. Motion by Harig and second by Nasinec to approve with one correction. Motion carried.

The financial reports were discussed. Motion by Heckman and second by Harig to approve as presented. Motion carried.

#### BUSINESS

**Wells Concrete Products 2008-2013 Loan Satisfaction-** Leslie informed the Board that Wells Concrete is refinancing and during that process they discovered a 2008 Wells EDA loan that had yet to be satisfied. Leslie also stated that according to the financial summary, in 2013 the loan was completely forgiven but no documentation was filed.

Motion by Heckman and second by Herman to approve the loan satisfaction and provide Wells Concrete with such documentation. Motion carried.

**South Industrial Park- Verizon Request-** Leslie informed the Board that a representative from Verizon may be interested in a lot at the SIP for a 250 foot self-supported tower. She stated they would need, at minimum, a 100 x 100 area for a 80 x 80 build area. Motion by Nasinec and second by Herman to offer ½ Lot 4, Block 3 for \$15,000. Motion carried.

**South Industrial Park-Staloch Rent-**The Board agreed to the requested rent of \$199/acre for 2015 and 2016. The Board also discussed the collapsed tile issue. The Board was informed that Staloch was involved with the process of which tiles to abandon and which tiles to fix during the 2012 SIP project. A small temporary pond east of the four developed lots is planned and will drain to the MnDOT ditch. Also, lots will need fill before development. The Board agreed that standing water is a nuisance and would like staff to get estimates for the tile work.

**South Industrial Park-Seeding/Mowing-**The Board discussed this again and suggested that Feist's bale the area.

**North Industrial Park/Wells Business Park- TED Grant-** Herman said that we should do something now to keep up the good momentum we have going. He also said businesses want to be on the highway and that we should accept the grant for the project. Heckman questioned if this project would put pressure on other city services. Herman said it would be the same for a street project because if we did a

street reconstruction, the whole community would benefit from it and pay for it. This project would benefit the community and the community will help pay for it. Heckman said he wasn't against the project but wasn't sure how they got there. He said he would recommend that the council proceed with the project. Heggen stated he wanted to see how this project would impact average homeowners and he sees that it would not be great. He also said that he was concerned with WPU return on investment. It would not be immediate, but he feels they will eventually get it back by increasing the number of customers. Nasinec said she believes the city will be seeing some changes in housing in the future and that she is in favor of the project. Motion by Nasinec and second by Heckman to recommend that the City Council accept the TED grant and move forward with the Wells Business Park project. Motion carried.

Amos Boeck was present and requested that the Board establish lot prices so that he can move forward.

Tim Clawson stated he could help with figuring that out based on market values and assessment numbers. He also mentioned that he will be looking into various funding sources for the project including sponsorships, TIF and abatement.

**Faribault County Commercial Rehab Loan Program/Requests-** No update.

**ADJOURNMENT**

Motion by Nasinec and second by Herman to adjourn at 6:36 pm. Motion carried.

---

Jim Heckman, Secretary/Treasurer

---

Megan Boeck, Deputy City Clerk



The Wells Economic Development Authority (EDA) convened on May 17, 2016 at 5:00 pm in the Council Chamber. President Heggen called the meeting to order with the following members present: John Herman, Sue Nasinec and Whitney Harig. Absent: Jim Heckman. Also present was City Administrator Robin Leslie, FCDC Executive Director Tim Clawson and Assistant Director Beth Moss.

### AGENDA

The agenda for the May 17, 2016 meeting was reviewed. Motion by Harig and second by Nasinec to approve as presented. Motion carried.

### PUBLIC COMMENT

None.

### CONSENT ITEMS

The minutes of the March 10, 2016 meeting were reviewed. Motion by Harig and second by Herman to approve as presented. Motion carried.

The financial reports were discussed. Motion by Herman and second by Harig to approve as presented. Motion carried.

### BUSINESS

**South Industrial Park- Staloch Tile Project-** City Engineer Travis Winter presented the Board with tile estimates from Erosion Control Plus and Dulas Excavating. Winter stated that the lowest estimate was from Erosion Control Plus in the amount of \$945.00.

Motion by Harig and second by Herman to approve the lowest bid, but to use Dulas Excavating if they would match Erosion Controls bid. If not, go with Erosion Control. Motion carried.

**Feist Planting/Baling-** No action taken. Heggen informed the Board that Feist's have agreed to farm/bale the SIP again this year and they had submitted an invoice for \$330.00 for seed.

**South Industrial Park- Verizon Request-** No action taken. Leslie informed the Board that Verizon Wireless does plan to commit to purchasing a lot at the South Industrial Park but that construction won't begin until 2018. She said that instead of block 3, ½ of lot 4, that block 2, ½ of lot 4 would be better suited to continue farming and that they agreed to pay \$15,000.

**Wells Business Park- Preliminary/Final Plat-** Winter stated that both the preliminary and final plat are ready for approval.

Motion by Harig and second by Nasinec to approve preliminary and final plats. Motion carried.

**Wells Business Park- Engineering Report-** Winter stated that the engineering report mentions the same numbers that were listed in the grant application but that he will continue to work with City Administrator Leslie to reduce those costs.

Motion by Herman and second by Nasinec to approve the engineering report. Motion carried.

**Jerry Martin Request-** No action taken. Heggen stated that the 2009 sidewalk grant request was never approved because Mr. Martin could not meet the conditions of approval and thereby turned down the grant.

**Faribault County Commercial Rehab Loan Program/Requests-** No action taken. Tim Clawson, FCDC Executive Director, updated the Board on the status of the Commercial Rehab Loan Program and provided the Board with different options for marketing and financing the Wells Business Park. Clawson also stated that Blake Greenfield will be drawing down the loan soon and that he EDA will pay up to \$2,000 in forgivable loan for Blake Greenfield. Lastly, Clawson stated that he recommends that EDA advertise in the Wells Visitor Guide.

Motion by Herman and second by Harig to advertise in the Wells Visitor Guide, pay half of the back page add, but if possible, share the ad with the HRA. Motion carried.

#### **ADJOURNMENT**

Motion by Herman and second by Harig to adjourn at 6:20 pm. Motion carried.

\_\_\_\_\_  
Jim Heckman, Secretary/Treasurer

\_\_\_\_\_  
Megan Boeck, Deputy City Clerk



The Wells Housing & Redevelopment Authority (HRA) convened on Tuesday, January 12, 2016 at 5:30 pm in the Wells Community Center. President Ann Marie Schuster called the annual meeting to order with the following members present: David Braun, Bill Groskreutz, and Thomas Schindler. Also present was Deputy City Clerk Megan Boeck.

### **AGENDA**

The agenda for the January 12, 2016 annual meeting was reviewed. Motion by Braun and second by Schindler to approve the agenda as presented. Motion carried.

### **CONSENT ITEMS**

The minutes of the January 13, 2015 annual meeting were reviewed. Motion by Schindler and second by Braun to approve as presented. Motion carried.

The 2015 financial statements and minute book were discussed. Motion by Groskreutz and second by Braun to table the financials until the February meeting so that all account balance can be entered. Motion carried.

Motion by Groskreutz and second by Schindler to approve the 2015 minute book as presented. Motion carried.

### **NEW BUSINESS ITEMS**

**Board Member Discussion-** No action taken.

**2015 Annual Review-** It was the consensus on the Board that an annual recap of the HRA's progress and accomplishments should be drafted and printed in the Wells Mirror.

**Election of 2016 Officers-** Motion by Schindler and second by Braun to approve the following slate of officer's for 2016. Motion carried.

Chair- Groskreutz  
Vice Chair- Braun  
Secretary/Treasurer- Schuster

2016 Goals- It was the consensus of the Board to focus on the following goals for 2016.

- 1) 501 1<sup>st</sup> Ave SE Demolition
- 2) Marketing HRA Properties
- 3) Old School Property Acquisition
- 4) Housing Development
- 5) Maintain Broadway Apartments and Park Place Townhomes in a way that both continue to complement the community

### **ANNOUNCEMENTS**

President Schuster reminded the Board that the next annual meeting will be held on Tuesday, January 10, 2017 at 5:30 pm in the Wells Community Center.

**ADJOURNMENT**

Motion by Braun and second by Schindler to adjourn the meeting at 6:14 pm. Motion carried.

\_\_\_\_\_  
Secretary/Treasurer David Braun

\_\_\_\_\_  
Megan Boeck, Deputy City Clerk



**Housing & Redevelopment Authority Meeting Minutes**  
**Tuesday, January 12, 2016, 5:30 pm**  
**Wells Community Center**

The Wells Housing & Redevelopment Authority (HRA) convened on Tuesday, January 12, 2016 at 5:30 pm in the Wells Community Center. President Bill Groskreutz called the meeting to order with the following members present: David Braun, Ann Marie Schuster, and Thomas Schindler. Also present was Deputy City Clerk Megan Boeck.

**AGENDA**

The agenda for the January 12, 2016 meeting was reviewed. Motion by Schuster and second by Braun to approve the agenda with the addition of Demolition Assistance Program, Broad Member Resignation and 501 1<sup>st</sup> Ave SE. Motion carried.

**PUBLIC COMMENT**

None.

**CONSENT ITEMS**

The minutes of the December 8, 2015 meeting were reviewed. Motion by Schuster and second by Schindler to approve as presented. Motion carried.

The bills and financial statements were discussed. Motion by Schuster and second by Braun to approve the bills as presented. Motion carried.

Motion by Schuster and second by Schindler to table the financial statements until the February meeting so that all account balances can be entered. Motion carried.

**LIFESTYLE MANAGEMENT REPORT**

Jim Abbe from Lifestyle Management provided the Board a brief update on Broadway Apartments and Park Place Townhomes. Abbe stated that the crack filling on the North end of the building is complete and that Royers replaced a thermostat in unit 207. Abbe also stated there is one unit vacant at both Broadway and Park Place but that there are applications pending.

In addition, Abbe stated that he will provide the Board with copies of the 2016 budget and that he is requesting a transfer from the Broadway checking to the Lifestyle operating account for January.

Motion by Schuster and second by Schindler to transfer \$10,500 from the Broadway Checking Account 723-700 to the Lifestyle Operating Account 723-719 for the month of January. Motion carried.

**BUSINESS ITEMS**

**Housing Study-** Boeck informed the Board that Community Partners Research hoped to start the interview process for the housing study by the end of January. Boeck also stated that they are requesting a list of people or businesses that the HRA wants to have interviewed in part of the study.

The following list was drafted and provided to Community Partners Research:

Contractor- Dan Treptow/Kim Lau  
Realtor- Kim Huper

Electrician/Plumber- Ron Hartman  
Doctor/Nurse- Dr. Johnson/Nancy Linder  
Minister- Paul Woolverton  
Utilities- Brian Shock  
Loan Officer- Deb Johnson  
Low Income/Food Shelf- Cindy Matson  
School- Jennifer Crawford  
Wells Concrete HR- Larry Treptow  
Nursing Home- Bob Johanson/Pat Dallman

It was the consensus of the Board that those partaking in the interviews are not involved in City Government.

**Old USC Property Planning-** Boeck provided the Board with a brief update on the contamination and fill issues. It was the consensus of the Board to request a joint closed session with the City Council on January 25<sup>th</sup> to see if there is interest in negotiating jointly on some of the available parcels.

**Demolition Contract-** Motion by Schuster and second by Braun to table this item until the February 9<sup>th</sup> meeting. Motion carried.

**1140 2<sup>nd</sup> Ave SW- Delinquent Property Taxes-** Boeck provided the Board with an update on the delinquent property taxes at 1140 2<sup>nd</sup> Ave SW. It was the consensus of the Board that the HRA is responsible for the second half of the property taxes as agreed upon in the sale and that a request be made to Fundt and Johnson to pay the accrued penalties.

**Demolition Assistance Program-** Motion by Schuster and second by Braun to table this item until the February meeting. Motion carried.

**MCPP Participation-** Motion by Schindler and second by Braun to participate in the 2016 Minnesota City Participation Program. Motion carried.

**Board Member Resignation-** Motion by Schindler and second by Braun to approve resignation from Zoa Heckman effective immediately. Motion carried.

**501 1<sup>st</sup> Ave SE-** Motion by Schuster and second by Schindler to table this item until the February meeting. Motion carried.

#### **ANNOUNCEMENTS**

President Groskreutz reminded the Board that the next meeting will be held on Tuesday, February 9, 2016 at 5:30 pm in the Wells Community Center.

#### **ADJOURNMENT**

Motion by Braun and second by Schindler to adjourn the meeting at 8:10 pm. Motion carried.

---

Secretary/Treasurer Ann Schuster

---

Megan Boeck, Deputy City Clerk



**Housing & Redevelopment Authority Meeting Minutes**  
**Tuesday, February 19, 2016, 5:30 pm**  
**Wells Community Center**

The Wells Housing & Redevelopment Authority (HRA) convened on Tuesday, February 19, 2016 at 7:00 am in the City Hall Conference Room. President Bill Groskreutz called the meeting to order with the following members present: David Braun, Ann Marie Schuster, and Thomas Schindler. Also present was Deputy City Clerk Megan Boeck.

**AGENDA**

The agenda for the February 19, 2016 meeting was reviewed. Motion by Schindler and second by Braun to approve the agenda as presented. Motion carried.

**PUBLIC COMMENT**

None.

**CONSENT ITEMS**

The minutes of the January 12, 2016 meeting were reviewed. Motion by Schuster and second by Braun to approve as presented. Motion carried.

The bills and financial statements were discussed. Motion by Schindler and second by Braun to approve the bills as presented. Motion carried.

Motion by Schuster and second by Braun to approve the financial statements as presented. Motion carried.

**LIFESTYLE MANAGEMENT BUDGET & MONTHLY DISBURSEMENT**

Motion by Schuster and second by Braun to approve budgets for Broadway Apartments and Park Place Townhomes as presented and to set the monthly disbursement at \$10,500. Motion carried.

**BUSINESS ITEMS**

**Resolution 2016-01 Certifying Banking Powers to Wells HRA & City Staff-** Motion by Braun and second by Schindler to approve Resolution 2016-01. Motion carried.

**Board Member Vacancy-** Groskreutz stated that Cal Steele has expressed interest in serving on the HRA Board and that the only drawback is that Mr. Steele will not be available for morning meetings. Motion by Schuster and second by Schindler to appoint Cal Steele to the vacant HRA Board position. Motion carried.

**501 1<sup>st</sup> Ave SE-** Boeck informed the Board that the City is not in favor of leaving the garage and that when selling surplus City property, has to be made available to the general public, not just certain individuals.

Motion by Schuster and second by Schindler to advertise for bids for demolition of the blighted house and garage until 4 pm on March 11<sup>th</sup> and to approve up to \$500 for moving the contents of the garage. Motion carried.

**Housing Assistance Payments Contract-** Motion by Schindler and second by Braun to approve the Housing Assistance Payments Contract as presented. Motion carried.

**ANNOUNCEMENTS**

President Groskreutz reminded the Board that the next meeting will be held on Tuesday, March 8, 2016 at 5:30 pm in the Wells Community Center.

**ADJOURNMENT**

Motion by Schindler and second by Braun to adjourn the meeting at 7:57 am. Motion carried.

\_\_\_\_\_  
Secretary/Treasurer Ann Schuster

\_\_\_\_\_  
Megan Boeck, Deputy City Clerk



**Housing & Redevelopment Authority Meeting Minutes**  
**Tuesday, March 8, 2016, 5:30 pm**  
**Wells Community Center**

The Wells Housing & Redevelopment Authority (HRA) convened on Tuesday, March 8, 2016 at 5:30 pm in the Council Chamber. President Bill Groskreutz called the meeting to order with the following members present: David Braun, Ann Marie Schuster, Thomas Schindler and Cal Steele. Also present was Deputy City Clerk Megan Boeck.

**AGENDA**

The agenda for the March 8, 2016 meeting was reviewed. Motion by Schuster and second by Braun to approve the agenda with the addition of Mowing Contracts. Motion carried.

**PUBLIC COMMENT**

None.

**CONSENT ITEMS**

The minutes of the February 19, 2016 meeting were reviewed. Motion by Braun and second by Schindler to approve as presented. Motion carried.

The bills and financial statements were discussed. Motion by Braun and second by Schindler to approve the bills and financials as presented. Motion carried.

**LIFESTYLE MANAGEMENT BUDGET & MONTHLY DISBURSEMENT**

No report.

**BUSINESS ITEMS**

**CD#501 (Paragon Bank) Renewal-** Groskreutz stated that the Park Place checking account has a healthy balance and that the HRA should consider investing additional funds into the CD renewal. Motion by Braun and second by Schindler to invest \$10,000 into a Park Place CD at the best local rate. Motion carried.

**Housing Study-** No action taken. Boeck informed the Board that Community Partners Research plans to present the Board with a rough draft of the housing study at the April 12<sup>th</sup> meeting.

**Old USC School Property Planning-** No action taken. No update.

**Marketing HRA Properties-** Motion by Schuster and second by Schindler to request marketing proposals from Brad Heggen Realty and Nustar Realty for 218 3<sup>rd</sup> Ave SE and 240 5<sup>th</sup> Ave NW. Motion carried.

**Demolition Grant Program-** Motion by Schuster and Braun to cap the demolition grant program funding at \$5,000 for 2016. Motion carried.

**501 1<sup>st</sup> Ave SE-** The Board discussed the abandoned vehicles and garage contents. Motion by Schuster and second by Braun to seek legal advice in regard to the abandoned property and secure the garage in the most cost effective and efficient way. Motion carried.

**Mowing Contracts-** Motion by Braun and second by Steele to advertise for bids for 2016 mowing.  
Motion carried.

**ANNOUNCEMENTS**

President Groskreutz reminded the Board that the next meeting will be held on Tuesday, April 12, 2016 at 5:30 pm in the Wells Community Center.

**ADJOURNMENT**

Motion by Braun and second by Schuster to adjourn the meeting at 6:44 pm. Motion carried.

\_\_\_\_\_  
Secretary/Treasurer Ann Schuster

\_\_\_\_\_  
Megan Boeck, Deputy City Clerk



**Housing & Redevelopment Authority Meeting Minutes**  
**Tuesday, April 12, 2016, 5:30 pm**  
**Wells Community Center**

The Wells Housing & Redevelopment Authority (HRA) convened on Tuesday, April 12, 2016 at 5:30 pm in the Council Chamber. President Bill Groskreutz called the meeting to order with the following members present: David Braun, Thomas Schindler and Cal Steele. Absent: Ann Marie Schuster. Also present was Deputy City Clerk Megan Boeck.

**AGENDA**

The agenda for the April 12, 2016 meeting was reviewed. Motion by Braun and second by Schindler to approve the agenda with the addition of Demolition Grant Application. Motion carried.

**PUBLIC COMMENT**

None.

**CONSENT ITEMS**

The minutes of the March 8, 2016 meeting were reviewed. Motion by Schindler and second by Braun to approve with corrections. Motion carried.

The bills and financial statements were discussed. Motion by Braun and second by Schindler to approve the bills and financials as presented. Motion carried.

Motion by Braun and second by Schindler to approve additional transfer of \$10,000 from Broadway Account 723-700 to 723-719. Motion carried

**LIFESTYLE MANAGEMENT REPORT**

Jim Abbe from Lifestyles Management was present and stated that there was more caulking done at the North end of the building at Broadway and that there are currently three vacancies. Abbe also stated that the elevator has been repaired recently and that regular maintenance is covered by contract. In addition, Abbe stated that Park Place is currently full.

**BUSINESS ITEMS**

**Housing Study Draft Presentation, Community Partners Research-** Steven Griesert provided the Board with a brief overview of the housing study draft. Griesert stated that the goals of this study are to provide updated demographic data, an analysis of the current housing stock, examine future housing trends and provide market analysis for housing development. Griesert also stated that he would like the Board to review the draft and provide him with any changes or corrections in the next 30 days.

**Old USC Property Planning-** No update.

**Marketing HRA Properties-** Motion by Braun and second by Schindler to approve proposal from Brad Heggen Realty for marketing HRA properties at 218 3<sup>rd</sup> Ave SE and 240 5<sup>th</sup> Ave NW and begin with a list price of \$5,000. Motion carried.

**2016 Mowing Bids-** Boeck informed that Board that she received one bid from Schrader Enterprise for mowing HRA properties for the 2016 season. It was the consensus of the Board that the bid price for

mowing at Broadway and Park Place was too high and that Boeck should solicit new bids from other contractors for those properties.

Motion by Schindler and second by Steele to approve the mowing bid from Schrader Enterprises for the below properties. Motion carried.

West Meadow Subdivision: \$264/yr  
218 3<sup>rd</sup> Ave SE: \$276/yr  
240 5<sup>th</sup> Ave NW: \$299/ yr  
1140 2<sup>nd</sup> Ave SW: \$415/ yr

**501 1<sup>st</sup> Ave SE-** Boeck informed the Board that Dulas plans to demolish the property as soon as the road postings are removed and that the garage contents need to be removed by then. It was the consensus of the Board to move the remainder of the garage contents on Saturday, April 23<sup>rd</sup>.

**Demolition Grant Application, 695 2<sup>nd</sup> Ave SW-** Motion by Schindler and second by Braun to approve demolition application from Brandon Nasinec for 695 2<sup>nd</sup> Ave SW contingent upon a final walk through by Board members. Motion carried.

#### **ANNOUNCEMENTS**

President Groskreutz reminded the Board that the next meeting will be held on Tuesday, May 10, 2016 at 5:30 pm in the Wells Community Center.

#### **ADJOURNMENT**

Motion by Braun and second by Schindler to adjourn the meeting at 7:45 pm. Motion carried.

---

Secretary/Treasurer Ann Schuster

---

Megan Boeck, Deputy City Clerk



The Wells Housing & Redevelopment Authority (HRA) convened on Tuesday, April 27, 2016 at 9:20 am in the Council Chamber. President Bill Groskreutz called the meeting to order with the following members present: David Braun and Thomas Schindler. Absent: Cal Steele and Ann Marie Schuster. Also present was Deputy City Clerk Megan Boeck.

### **AGENDA**

The agenda for the April 27, 2016 meeting was reviewed. Motion by Schindler and second by Braun to approve the agenda as presented. Motion carried.

### **PUBLIC COMMENT**

None.

### **BUSINESS ITEMS**

**Lawn Mowing Bid- Broadway Apartments & Park Place Townhomes-** Boeck informed the Board that she solicited two additional lawn mowing bids for Broadway Apartments and Park Place as per the Boards request. They are as follows:

#### **More than Mowing**

Broadway- \$560 per year (\$35 per mow based on an average of 16 times per year)

Park Place- \$720 per year (\$45 per mow based on an average of 16 times per year)

#### **Customized Landscape**

Broadway- \$400 per year. Includes one spring application of broadleaf, fertilizer and crabgrass preventer if awarded contract.

Park Place- \$764 per year. Includes one spring application of broadleaf, fertilizer and crabgrass preventer if awarded contract.

Motion by Braun and second by Schindler to approve bid from Customized Landscape. Motion carried.

### **ANNOUNCEMENTS**

President Groskreutz reminded the Board that the next meeting will be held on Tuesday, May 10, 2016 at 5:30 pm in the Wells Community Center.

### **ADJOURNMENT**

Motion by Braun and second by Schindler to adjourn the meeting at 9:22 am. Motion carried.

---

Secretary/Treasurer Ann Schuster

---

Megan Boeck, Deputy City Clerk



**Housing & Redevelopment Authority Meeting Minutes**  
**Tuesday, May 10, 2016, 5:30 pm**  
**Wells Community Center**

The Wells Housing & Redevelopment Authority (HRA) convened on Tuesday, May 10, 2016 at 5:30 pm in the Council Chamber. President Bill Groskreutz called the meeting to order with the following members present: David Braun, Thomas Schindler, Ann Marie Schuster and Cal Steele. Also present was Deputy City Clerk Megan Boeck.

**AGENDA**

The agenda for the May 10, 2016 meeting was reviewed. Motion by Schindler and second by Steele to approve the agenda with the addition of Staffing Plan and 501 1<sup>st</sup> Ave SE. Motion carried.

**PUBLIC COMMENT**

None.

**CONSENT ITEMS**

The minutes of the April 12, 2016 and April 27, 2016 meeting were reviewed. Motion by Braun and second by Schindler to approve as presented. Motion carried.

The bills and financial statements were discussed. Motion by Braun and second by Schindler to approve the bills and financials as presented. Motion carried.

**LIFESTYLE MANAGEMENT REPORT**

Jim Abbe from Lifestyles Management was present and stated that Broadway hosted their annual resident meeting and that the Fire Chief and First Captain were present to review the fire action and evacuation plan. Abbe also stated that the caulking project is still ongoing and that Anders Window Cleaning has been hired to do the window cleaning this summer. In addition, Abbe stated that there are no vacancies at Park Place.

The Board discussed the low balance of Lifestyles checking account #723-719 after the 2015 audit, property insurance and property taxes were paid. Motion by Braun and Schindler to transfer \$10,000 from PSB Checking #723-700 to Lifestyles checking #723-719. Motion carried.

**BUSINESS ITEMS**

**Housing Study Review-** The Board discussed several changes to the housing study draft. Motion by Schuster and second by Braun to request changes and a second draft copy provided by the June 14<sup>th</sup> meeting. Motion carried.

**Old USC Property Planning-** No update.

**218 3<sup>rd</sup> Ave SE – Sidewalk Replacement-** Motion by Schuster and second by Braun to approve replacement proposal from Mosser Masonry in the amount of \$1025.00. Motion carried.

**Staffing Plan-** Groskreutz stated that the HRA needs to discuss staffing meetings during Boeck's maternity leave, in addition to covering the HRA's day to day business. Boeck stated the City recently contracted with FCDC for additional economic and development staffing and that they might be an

option for her leave. Motion by Braun and second by Schindler to request FCDC handle the HRA staffing during Boeck's maternity leave. Motion carried.

**501 1<sup>st</sup> Ave SE-** Schindler stated that he feels it was a shame to tear down a structurally sound garage that could have potentially added value to the property but that he is glad to see the house demolished. Groskreutz stated that the Board should print a thank you in the Wells Mirror to the Street Department and Peterson Refuse for all their help with cleanup prior to demolition.

Motion by Braun and second by Schindler to list 501 1<sup>st</sup> Ave SE for sale with Brad Heggen Realty. Motion carried.

**ANNOUNCEMENTS**

President Groskreutz reminded the Board that the next meeting will be held on Tuesday, May 10, 2016 at 5:30 pm in the Wells Community Center.

**ADJOURNMENT**

Motion by Braun and second by Schindler to adjourn the meeting at 7:45 pm. Motion carried.

\_\_\_\_\_  
Secretary/Treasurer Ann Schuster

\_\_\_\_\_  
Megan Boeck, Deputy City Clerk



City of Wells  
125 South Broadway  
Wells, MN 56097  
507.553.6371 OFFICE  
507.553.5126 FAX  
[cityhall@cityofwells.net](mailto:cityhall@cityofwells.net)  
<http://www.cityofwells.net>

**TO:** Mayor & City Council  
**FROM:** Tim Brenegan, Police Chief  
**DATE:** July 7, 2016  
**RE:** Wells Police Department Report

---

Our SUV just back from Dave Syversons and has a new motor. The cost of the repair would have been over 7,100 but because of our maintenance records the lease company was able to convince Ford to cover the cost of the repair.

The lease on the SUV expires in March and there is some equipment that is going to need to be replaced in that vehicle. A couple of items at the top of the list is a camera and computer.

We will be contacting people soon to start interviews for the open PT positions. My goal is to have them hired and trained before Kernel Days.

Ordinance violations have been a focus of ours and we will continue to work on those through the summer.

National Night Out is August 2<sup>nd</sup> at the Wells Ambulance Garage. We have a rollover simulator, the Teddy Bear Band, and food and refreshments available. We look forward to seeing you there!

Kernel Days is fast approaching and I have once again sent a request to the railroad letting them know of our parade route and time.

For the month of June, we responded to 453 calls for service. Those calls are attached.

Date 07/07/2016

INCIDENT ANALYSIS - DAY

Time 09:10:53

Agency Wells Police

Report CFS03

Dates 06/01/2016 Thru 06/30/2016

Activity		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
Agency	Wells Police								
911W	911 Wireless Hangup	0	0	0	0	1	0	0	1
AC	Animal Complaint/Bite	3	2	5	2	5	3	1	21
AL	Alarm	0	0	1	0	0	0	1	2
ASST	Assist	1	1	3	1	4	6	11	27
ASSTA	Assist Ambulance (law	2	1	0	4	1	0	3	11
ASSTF	Assist Fire Dept (law	0	0	1	0	1	0	0	2
ASSTO	Assist Other Agency (	1	1	2	5	3	1	2	15
BC	Bar Checks	0	0	0	5	4	2	2	13
BURG	Burglary	0	0	0	0	1	1	0	2
CCH	Criminal History Requ	0	2	0	2	2	1	5	12
CDP	Crim Damage To Proper	0	0	0	3	0	0	0	3
CIV	Civil	0	3	1	3	0	3	1	11
DC	Drug Court	0	2	0	0	0	0	0	2
DIST	Disturb/disorderly/Nu	0	0	0	1	0	0	1	2
DOM	Domestic	0	0	3	1	0	0	0	4
DP	Directed Patrol	11	16	8	7	20	21	23	106
DPT	Directed Patrol - Tra	0	1	0	0	0	0	0	1
DRVC	Driving Complaint	0	0	0	1	1	0	0	2
DUMP	Illegal Dumping/Garba	0	1	1	0	0	1	0	3
DUP	Duplicate	0	0	0	0	0	1	0	1
ES	Escort (All Types)	0	1	1	3	3	0	0	8
FRAU	Fraud	0	0	0	1	0	1	0	2
FSI	Fire Smoke Investigat	0	0	1	0	0	0	0	1
FT	Fire Trash	0	0	1	0	0	0	0	1
HAR	Harassment	0	1	0	2	0	0	0	3
HARV	Harass Restrain Ord V	0	1	0	0	1	0	0	2
HW	House Watch	0	1	0	3	0	0	0	4
INFO	Information Call Only	0	2	3	2	2	0	1	10
INTX	Intoxication -not dri	0	0	0	0	0	0	1	1
LC	Lock Chk (Bldg, Park	1	4	4	3	3	3	4	22
LIQV	Liquor Violation	0	0	0	0	0	0	1	1
LOCK	Lockout - MV/Bldg	1	2	0	0	0	2	3	8
MISC	Misc All Other	0	3	2	2	1	1	0	9
MP	Missing Person, Adult	0	0	0	0	0	1	0	1
MSG	Message Delivery	0	0	0	0	2	0	0	2
MUS	Music, Loud/Disturbin	0	0	0	0	2	1	0	3
MVA	Motor Veh Acc - No In	0	0	0	2	0	0	0	2
MVD	Motor Veh Disabled/ab	0	0	0	0	1	0	0	1
NARC	Narcotics	0	0	0	2	0	0	0	2
NOISE	Noise Complnt (not Mu	0	0	0	0	1	1	0	2
OCI	On-going Criminal Inv	0	0	0	2	5	0	1	8
OD	Open Door/window	2	0	0	0	1	2	1	6
OPFV	Order For Protection	0	0	1	0	0	0	0	1
ORDV	Ordinance Violation	1	11	10	3	4	1	2	32
PARK	Parking (comp/viol)	1	0	1	2	1	0	0	5
PORC	Predator Offender Reg	0	0	0	0	0	1	0	1
PROP	Property Lost/Found	1	1	1	0	0	0	0	3
PROPD	Property Damage (not	0	0	0	1	0	0	0	1
PS	Paper Service	1	1	1	2	1	2	1	9
PUBED	Public Education	0	1	0	0	0	0	0	1
PWN	Public Works Notifica	0	0	0	0	0	0	2	2

63

Date 07/07/2016

INCIDENT ANALYSIS - DAY

Time 09:10:53

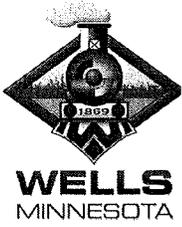
Agency Wells Police

Report CFS03

Dates 06/01/2016 Thru 06/30/2016

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
SC Suspicious Circumstan	0	1	0	0	1	0	0	2
SEXO Sex Crimes - Other	0	0	0	0	0	1	0	1
SP Stolen Property-poss/	0	0	0	0	0	1	0	1
SPER Suspicious Person	1	1	0	0	1	0	0	3
SUIC Suicide (include Atte	0	0	0	0	0	0	1	1
SVEH Suspicious Vehicle	1	0	1	0	1	0	0	3
THA Traffic (ha ard/not D	0	0	0	0	1	1	2	4
THEF Theft (includes Attem	0	0	1	0	1	0	1	3
THR Threats Complaint	1	0	0	0	0	0	0	1
TRES Trespassing	0	0	1	0	0	0	0	1
TS Traffic Stop	2	1	2	7	3	7	13	35
WARR Warrant Service	1	1	0	0	0	0	0	2
WC Welfare Check	0	0	0	0	0	0	1	1
Wells Police Agency Total	32	63	56	72	79	66	85	453
<b>Total</b>	32	63	56	72	79	66	85	453

64



City of Wells  
125 South Broadway  
Wells, MN 56097  
507.553.6371 OFFICE  
507.553.5126 FAX  
[cityhall@cityofwells.net](mailto:cityhall@cityofwells.net)  
<http://www.cityofwells.net>

**TO:** Mayor and City Council  
**FROM:** Mike Pyzick, Street Foreman  
**DATE:** July 7, 2016  
**RE:** Street Foreman Report

---

Street Department:

We have completed cutting the grass on the curb lines before painting. We have started the curb painting and have a lot more to go.

We have been patching roads mainly before crack fill and seal coating. The crack filling should be done in town by 7/13/16. They have started in the downtown area and will finish up in residential.

We have been trimming trees in the parks and roadways that could not wait for fall trimming, some of this is due to the small storm that went through on 7/6/16.

We continue to mow City properties and code enforcement grass and weeds.

The 8<sup>th</sup> St SW and 6<sup>th</sup> Ave SW overlay and reconstruction project is now complete.

We had one more catch basin that needed to be repaired this month.

We have been sweeping the streets and are trying to get a regular schedule of once a month for residential and twice month for downtown. This will not only help with keeping the town looking cleaner but also help with prevention on sewer maintenance.

We spent some time on the old school site with locating sanitary and storm sewers for the contractors.

We have finished some touch up work at Lions Plaza.

We have had some sanitary and storm sewer work with the vac truck as well as some commercial business pit cleaning.

The intersection of 1<sup>st</sup> St NW and 3<sup>rd</sup> Ave NW had a sewer main break and repair including road reconstruction. I can explain more at the meeting.

Airport:

We have had regular maintenance and cleaning mainly before the fly in breakfast. Also, we have had our normal lighting repairs due to the age of the system.

Parks:

Regular bathroom and park shelter cleaning, some branch pick after storms , dragging diamonds for summer rec and tree trimming at the golf course.

Pool:

I have had some problems with the pumps on the baby pool and the big pool. The baby pool was an easy fix but the big pool will require a new motor. I would suggest having the old one rebuilt to have on hand for a spare. The cost of the new motor is \$1,500. I can explain more at the meeting. Otherwise, it has just been a lot of normal small repairs.

Mike Pyzick  
Street Dept Foreman

**CITY OF WELLS, MINNESOTA  
CITY COUNCIL RESOLUTION NO. 2016-21  
A RESOLUTION CONCURRING IN THE ACTIONS OF THE WELLS PUBLIC  
UTILITIES COMMISSION AND APPROVING THE EXECUTION OF AMENDMENT  
NO. 1 TO AGENCY AGREEMENT**

**WHEREAS**, the City of Wells, Minnesota (the “City”), together with certain other Minnesota cities (collectively, the “Members”), are parties to the Agency Agreement dated April 1, 1977 creating the Southern Minnesota Municipal Power Agency (the “Agency”) pursuant to Minnesota Statutes, Section 453.51 through 453.62, inclusive (the “Act”), which agreement is on file with the Secretary of State of Minnesota in Book S-46 of Incorporations on page 300 (the “Agency Agreement”);

**WHEREAS**, the City is a Member of the Agency;

**WHEREAS**, certain Members, including the City, have power sales contracts with the Agency with a term that remains in effect until April 1, 2050 (the “Continuing Members”), and other Members, including the City, have power sales contracts with the Agency with a term ending on March 31, 2030 (the “Terminating Requirements Members”);

**WHEREAS**, the Members wish to amend the Agency Agreement to set forth certain amendments to the Agency Agreement to enable Terminating Requirements Members to participate in contractual arrangements with the Agency following the expiration of their power sales contracts, and to provide an opportunity for other Minnesota cities to participate as members of the Agency solely with respect to specific generation, transmission or other projects on a contractual basis rather than on a requirements basis, among other matters;

**WHEREAS**, there has been prepared and presented to this meeting for approval and concurrence a proposed form of Amendment No. 1 to the Agency Agreement (the “Amendment”) in the form of Exhibit A hereto;

**WHEREAS**, the Agency Agreement provides for the amendment thereof upon (a) the approval of two-thirds of all of the Representatives (as defined in the Agency Agreement), each casting one vote, (b) approval by two-thirds of the total number of votes capable of being cast by all of the Representatives, in accordance with the weighted formula described in the Agency Agreement and (c) approval and concurrence by Commission Resolutions and City Council Resolutions of two-thirds of all of the Members;

**WHEREAS**, the Public Utilities Commission of the City (the “Utility Board”) has approved for execution the Amendment and the resolutions of the Utility Board are attached as Exhibit B hereto;

**WHEREAS**, this City Council has carefully considered the amendments to the Agency Agreement reflected in the Amendment, including the changes to the voting and quorum requirements, and the establishment of a project committee and has reviewed the resolutions of the Utility Board; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WELLS THAT:**

1. This City Council hereby determines that it is in the best interests of the City to enter into the Amendment; and
2. This City Council hereby approves the Amendment, in substantially the form provided to this City Council, concurs in the actions taken by the Utilities Board in approving the Amendment and authorizes the City to enter into the Amendment; and
3. This City Council hereby authorizes the Mayor (“Authorized Officer”) and the Representative to execute and deliver the Amendment, subject to such changes as the Authorized Officer and the Representative may approve as necessary or desirable, such approval to be conclusively evidenced by the execution and delivery of the Amendment.
4. In accordance with the requirements of the Act, the Authorized Officer is hereby authorized and directed to affix to the Amendment a certified copy of this Resolution for submission to the Secretary of State of Minnesota in accordance with the Act.

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

VOTE: \_\_\_Braun \_\_\_Burns \_\_\_Gaines \_\_\_Harig \_\_\_Herman

PASSED and ADOPTED by the City Council of the City of Wells, Minnesota on July 11, 2016.

By:

Attest:

\_\_\_\_\_  
Ronald Gaines, Mayor

\_\_\_\_\_  
Robin Leslie, City Administrator

CERTIFICATE

I, Megan Boeck, the duly appointed Deputy City Clerk of the City of Wells, Minnesota do hereby certify that attached hereto is a true and correct copy of a resolution (other than the Exhibits thereto) duly adopted by said City Council at a meeting held on July 11, 2016, notice of such meeting having been given in accordance with law and at which meeting a quorum was present and acting throughout.

I also do hereby certify that such resolution has not been amended in any way from the date of such adoption to the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of such City Council this 11<sup>th</sup> day of July, 2016.

[SEAL]

\_\_\_\_\_  
Deputy City Clerk

**AMENDMENT No. 1  
to AGENCY AGREEMENT**

Amendment No. 1 dated \_\_\_\_\_, 2016 ("Amendment No. 1") to the Agency Agreement dated April 1, 1977 creating the Southern Minnesota Municipal Power Agency (the "Agency") which agreement is on file with the Secretary of State of Minnesota in Book S-46 of Incorporations on page 300 (the "Original Agency Agreement;" such Original Agency Agreement as amended by this Amendment No. 1 is hereinafter referred to as the "Agency Agreement") between and among CITY OF AUSTIN, a city organized and existing under the laws of the State of Minnesota, CITY OF BLOOMING PRAIRIE, a city organized and existing under the laws of the State of Minnesota, CITY OF FAIRMONT, a city organized and existing under the laws of the State of Minnesota, CITY OF GRAND MARAIS, a city organized and existing under the laws of the State of Minnesota, CITY OF LAKE CITY, a city organized and existing under the laws of the State of Minnesota, CITY OF LITCHFIELD, a city organized and existing under the laws of the State of Minnesota, CITY OF MORA, a city organized and existing under the laws of the State of Minnesota, CITY OF NEW PRAGUE, a city organized and existing under the laws of the State of Minnesota, CITY OF NORTH BRANCH, a city organized and existing under the laws of the State of Minnesota, CITY OF OWATONNA, a city organized and existing under the laws of the State of Minnesota, CITY OF PRESTON, a city organized and existing under the laws of the State of Minnesota, CITY OF PRINCETON, a city organized and existing under the laws of the State of Minnesota, CITY OF REDWOOD FALLS, a city organized and existing under the laws of the State of Minnesota, CITY OF ROCHESTER, a city organized and existing under the laws of the State of Minnesota, CITY OF SAINT PETER, a city organized and existing under the laws of the State of Minnesota, CITY OF SPRING VALLEY, a city organized and existing under the laws of the State of Minnesota, CITY OF WASECA, a city organized and existing under the laws of the State of Minnesota, and CITY OF WELLS, a city organized under the laws of the State of Minnesota (herein referred to collectively as the "Cities") and any and all Minnesota cities becoming parties to the Agency Agreement in accordance with its terms after the date hereof (said cities together with the Cities being herein collectively referred to as the "Members"). Capitalized terms not otherwise defined in this Amendment No. 1 shall be as defined in the Original Agency Agreement.

**WITNESSETH:**

**WHEREAS**, the Original Agency Agreement created the Agency pursuant to Minnesota Statutes, Section 453.51 through 453.62, inclusive (herein referred to as the "Act," which term includes any amendment thereof); and

**WHEREAS**, each City is a Member of the Agency and is authorized either by the laws of the State of Minnesota or by its city charter adopted pursuant thereto to engage in the local distribution and sale of electric energy; and

**WHEREAS**, the Original Agency Agreement provides for the amendment thereof with the effectiveness of any amendment subject to certain conditions set forth in Section 9(L) of the Original Agency Agreement; and

**WHEREAS**, this Amendment No. 1 has been (a) approved by two-thirds of all of the Representatives, each casting one vote, (b) approved by the two-thirds of the total number of votes capable of being cast by all of the Representatives, in accordance with the weighted voting formula

described in Section 9(C) of the Original Agency Agreement, (c) approved and concurred in by Commission Resolutions and City Council Resolutions of two-thirds of all of the Members and (d) upon the filing with the Secretary of State as required by the Act of a certified copy of each such Resolution and this Amendment No. 1, this Amendment No. 1 shall be effective.

**NOW, THEREFORE,** each of the Cities and each of the Minnesota cities becoming a Member of the Agency after the date hereof, does hereby covenant and agree, each in consideration of the foregoing and in consideration of the covenants and agreements of the other; as follows:

**Section 1. Purpose of Amendment No. 1.** All of the Members of the Agency on the date hereof (except for the Cities of Austin and Rochester) have power sales contracts with the Agency with a term that remains in effect until April 1, 2050 (the "Continuing Members"). The Cities of Austin and Rochester (the "Terminating Requirements Members") have power sales contracts with an initial term ending on March 31, 2030 (the "Initial PSC Termination Date"). The Continuing Members, together with, prior to the Initial PSC Termination Date, the Terminating Requirements Members, are referred to herein as the "Requirements Members." The Terminating Requirements Members may wish to remain Members of the Agency after the Initial PSC Termination Date and participate in contractual arrangements with the Agency other than on the basis of the contractual arrangements between the Agency and the Requirements Members. The Agency also wishes to plan for its future needs and may determine that it is beneficial for the Agency and its Members for the Agency to participate in such contractual arrangements with the Terminating Requirements Members which relate to interests in a specified project rather than on a requirements basis. In addition, it may be beneficial to the Agency and its Members and Minnesota cities becoming Members after the date hereof to offer contractual arrangements with such future Members which relate to interests in a specified project rather than on a requirements basis (the "Future Project Members" or the "Project Members;" and, on and after the Initial PSC Termination Date, together with the Terminating Requirements Members participating in Projects, the "Project Members"). Prior to entering into any such contractual arrangements, the Board of Directors of the Agency shall designate such property or interest therein or capacity thereof as a "Project" (the "Project") for purposes of this Amendment No. 1. This Amendment No. 1 shall be effective upon its filing with the Secretary of State as required by the Act together with a certified copy of the resolutions referred to in the last "WHEREAS" clause hereof. However, certain provisions of this Amendment No. 1 may not take effect until the occurrence of certain events as specified in this Amendment No. 1. In addition, certain provisions herein may not take effect until the Initial PSC Termination Date.

**Section 2. Matters Requiring Members' Approval.** A. On and after any Member becomes a Project Member, Requirements Members shall be entitled to vote as a Representative on the matters requiring approval by the Representatives pursuant to Section 9(B) of the Original Agency Agreement except as otherwise set forth in this Section 2.

B. On and after any Member becomes a Project Member, Project Members shall be entitled to vote as a Representative on matters requiring approval by the Representatives pursuant to clauses (5), (6), (7) and (8) of Section 9(B) of the Original Agency Agreement. On and after any Member becomes a Project Member, as to matters requiring approval of the Representatives pursuant to clauses (2), (3) and (4) of Section 9(B) of the Original Agency Agreement, Project Members shall be entitled to vote as a Representative on such matters requiring approval by the Representatives if such vote is in connection with a Project in which a Project Member has a pecuniary interest and matters relating to a Project shall be approved by the majority of the votes

cast by the Representatives with each Representative entitled to one vote. On and after any Member becomes a Project Member, decisions relating to the issuance of bonds or notes of the Agency relating to a Project shall be determined on the Project Committee level subject to ratification by the Board of Directors.

C. On and after any Member becomes a Project Member, no Project Member shall be counted as a Representative for purposes of a quorum with respect to any of the matters enumerated in this Section 2 other than with respect to those matters for which Project Members shall be entitled to vote as a Representative pursuant to clause B of this Section 2 and no Project Member shall be liable for any indebtedness incurred, assessments made and/or any other pecuniary liability in connection with any such matters other than with respect to pecuniary matters relating to the Project or Projects in which it participates.

D. On and after any Member becomes a Project Member, no Project Member shall be allocated a weighted vote pursuant to Section 9(C) of the Agency Agreement.

E. On and after the Initial PSC Termination Date, Members shall consist of either Project Members or Requirements Members.

**Section 3. Committee Governing Actions Relating to Projects.** A. On and after the effective date of this Amendment No. 1, the Agency's participation in a Project shall be administered by a Project Committee which shall be established by the Board of Directors or pursuant to contractual arrangements relating to a particular Project. Such matters shall include, but not be limited to the following and are subject to the provisions of Section 9(B) of the Agency Agreement:

- (1) the issuance of bonds or notes of the Agency secured by the revenues and funds from such Project;
- (2) the execution by the Agency of any contract relating to such Project (other than contractual arrangements between the Agency and such Project Members relating to the applicable Project); and
- (3) representation on any committees relating to joint ownership of the Project.

The Project Committee's actions shall be of no effect until ratified by the Board of Directors.

B. Unless otherwise specifically stated in the Bylaws or in the contractual arrangements relating to a particular Project, a Project Committee shall consist of representatives of each of the Project Members participating in such Project and one representative for the Requirements Members. For purposes of clarity, for all purposes under this Section 3, prior to the Initial PSC Termination Date, the Terminating Requirements Members shall be included within the category of Requirements Members and, after the Initial PSC Termination Date, each Terminating Requirements Member participating in a Project shall for all purposes be an individual Project Member. The representative of the Requirements Members shall be selected by a majority vote of the Member Representatives of such Requirements Members with each Member Representative entitled to one vote. Each Project Committee shall meet as necessary to discuss matters relating to the applicable Project. Unless otherwise specifically stated in the Bylaws or in

the contractual arrangements relating to a particular Project, a quorum exists at any meeting of a Project Committee when a majority of the members of the Project Committee are present and one of such members is the representative of the Requirements Members. Unless otherwise specifically stated in the Bylaws or in the contractual arrangements relating to a particular project, if a quorum exists, a majority vote of the members of the Project Committee present and comprising the quorum, each exercising the number of votes allotted to such member in accordance with clause C below, shall be necessary to take any action.

C. Unless otherwise specifically stated in the Bylaws or in the contractual arrangements relating to a particular Project, the number of votes that can be exercised by the members of the Project Committee shall be calculated as set forth in this clause C. The members of each Project Committee shall have an aggregate total amount of 100 votes. The allocation of such votes shall be based on percentage shares of the participants in the Project (as represented by the project percentages contained in the contractual arrangements between the Agency and the participants in such Project). For purposes of the foregoing, the Agency's percentage share in a Project shall be the percentage share of the Requirements Members. After the Initial PSC Termination Date, the Terminating Requirements Members shall each have its allocation of votes based on its percentage share of the Project and the Terminating Requirements Members shall each be a Project Member. Voting with respect to representatives of Project Members on the Project Committee shall be based on the total percentage shares of all Project Members in the Project. The number of votes on the Project Committee for each Project Member who is a member of the Project Committee shall be a number representing such Project Member's percentage share in the applicable Project calculated with respect to the aggregate total amount of 100 votes (by way of example, a 36.2% share in the applicable Project shall equal 36.2 votes out of the aggregate total of 100 votes). The total number of votes of the Requirements Members shall be a number equal to the total percentage share of the Agency in such Project calculated in the same manner as votes for each Project Member and shall be exercised by the representative of the Requirements Members on the Project Committee. Prior to any vote of representatives on the Project Committee on matters in connection with item (1) of clause A of this Section 3, the Requirements Members shall direct their representative on the Project Committee to cast the total number of votes of the Requirements Members on such matter or matters based on the results of a weighted vote on the question cast by the Member Representatives of such Requirements Members in accordance with Section 9(C) of the Original Agency Agreement. Any matters subject to such weighted vote shall be approved by a majority of weighted votes cast by the Member Representatives of the Requirements Members present. A quorum for purposes of such actions shall be that number of Member Representatives of Requirements Members which may, by weighted voting, cast a majority of the aggregate amount of votes capable of being cast by all Member Representatives of the Requirements Members.

D. Unless otherwise specified in the Bylaws or in the contractual arrangements relating to a particular Project, each Project Committee shall elect a chairperson who shall serve as the liaison between the Project Committee and the Agency staff. Unless otherwise specified herein, in the Bylaws or in the contractual arrangements relating to a particular Project, all procedural matters relating to meetings, notices of meetings, voting by proxy or determinations as to removal or replacement of a member of the Project Committee shall be determined by the applicable Project Committee.

**Section 4. Amendments to Original Agency Agreement.**

A. Clauses 2 and 3 of Section 9(A) of the Original Agency Agreement are hereby amended to read as follows on and after the Initial PSC Termination Date:

(2) No such city shall become a Member of the Agency until (a) its admission is approved at an annual or special meeting of the Representatives by the affirmative vote of two-thirds of all Representatives of the then existing Members, each casting one vote, and (b) such city deposits with the Board of Directors or agrees to deposit with the Board of Directors an amount equal to a share of the costs and expenses incurred by the Agency prior to the date of admission of such city as a member of the Agency, as determined by the vote of a majority of the Representatives of the then existing Members, each casting one vote; provided, however, with respect to a Future Project Member such costs and expenses shall include only costs and expenses relating to the Project in which such Future Project Member will participate.

(3) The Board of Directors shall by resolution determine whether admission is approved by the required majority of the Representatives and, if it so determines, shall file certified copies of its resolution and the Commission Resolution and the City Council Resolution with the Secretary of State.

B. The second paragraph of clause 4 of Section 9(A) of the Original Agency Agreement is hereby amended to read as follows on and after any Member becomes a Project Member:

Any Member may withdraw from the Agency upon the following conditions: (a) the Member or its Representative shall have filed with the Board of Directors and the Secretary of State a certified copy of a Commission Resolution and, if the City is one in which the Commission is not the body charged by law with the general control of the City's governmental affairs, a certified copy of a City Council Resolution expressing its desire to so withdraw, (b) if the Agency, prior to the filing of such Commission Resolution and City Council Resolution, shall have incurred any obligation payable from assessments in accordance with Section 9(I) hereof which obligation matures after the date of such filing, the withdrawing Member shall have paid, or made arrangements satisfactory to the Board of Directors to pay, to the Agency its pro rata portion of such obligation, determined in accordance with Section 9(I) hereof, and (c) (i) if any obligations of the Agency (other than obligations with respect to a Project) shall be outstanding at the time, no Member shall be permitted to withdraw from the Agency, if such withdrawal would reduce the number of Requirements Members remaining in the Municipal Power Agency to less than five (5) and (ii) if any obligations of the Agency incurred with respect to a Project shall be

outstanding at the time, Project Members participating in such Project shall not be permitted to withdraw.

C. The last paragraph of clause 4 of Section 9(A) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

Any Member which has (a) defaulted under a contract with the Agency, or (b) failed to pay its assessments in accordance with Section 9(I) hereof, may be expelled from the Agency at an annual or special meeting of the Representatives by the affirmative vote of a majority of the Representatives (including the Representative or Representatives of the defaulting Member), each casting one vote. The expulsion of a Member from the Municipal Power Agency shall not affect any obligations under any contract between the expelled Member and the Municipal Power Agency.

D. Section 9(C) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

(C) Voting. Except as otherwise expressly provided in this Agency Agreement, each action at any meeting of the Representatives shall be taken by a majority of the votes cast on the question by the Representatives present, each exercising a number of votes allocated to the Member he or she represents as follows (referred to herein as a "weighted vote"):

(1) One vote for each full 5,000 megawatt hours of electric energy purchased by the Member from the Agency during the Agency's most recent Fiscal Year, under a full or partial requirements contract; plus

(2) One additional vote for each full megawatt of the peak amount of electric capacity purchased by the Member from the Agency during the Agency's most recent Fiscal Year, under a full or partial requirements contract; provided that

(3) If the votes allocated to any Member pursuant to clauses (1) and (2) would equal or exceed the total number of votes allocated to all other Members, its allocation of votes shall be reduced to one vote less than those allocated to all other Members.

The allocation of votes to each Member shall be made in accordance with the formula outlined above as soon as practicable after the beginning of each Fiscal Year. The allocation shall be made by the Secretary of the Agency based upon a certificate of the Commission of the Member, and such allocation shall be verified by the Board of Directors. Each such allocation shall remain effective until such time as a new allocation is made for the next Fiscal Year.

In the case of a new Requirements Member or Terminating Requirements Member with a new or modified requirements power sales contract, weighted votes will be determined under clauses (1) and (2) above for the first partial and full year of the new or modified power sales contract based on that Member's load characteristics from the prior year and the energy and capacity amounts expected to be provided by the Agency in that first partial and full year of the new or modified contract.

E. The first sentence of Section 9(E) of the Original Agency Agreement is hereby amended to read as follows on and after any new or existing Member becomes a Project Member:

Other than as set forth in Amendment No. 1 to the Original Agency Agreement, the powers of the Municipal Power Agency shall be exercised by the Board of Directors in which shall be vested all of the powers conferred on the Municipal Power Agency by the Act and this Agency Agreement other than those powers described in Section 9(B) hereof which shall require the approval of the Representatives.

F. Clause 3 of Section 9(E) of the Original Agency Agreement is hereby amended to add a sentence at the end of the first paragraph of such clause 3 to read as follows on or after any new or existing Member becomes a Project Member:

At no time shall the four Directors elected by the Representatives consist of more than two Project Members.

G. The second to last paragraph of clause 3 of Section 9(E) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

Directors who have been elected may be removed for cause at a special meeting of the Representatives called for that purpose by the affirmative vote of two-thirds of the Representatives, each casting one vote.

H. Section 9(H)(3) of the Original Agency Agreement is hereby amended to read as follows on and after any new or existing Member becomes a Project Member:

If the Municipal Power Agency shall be dissolved after payment of all of its indebtedness, all of its assets shall be distributed to its Members; provided, however, a Project Member shall be entitled only to a distribution of its proportionate share of the assets of the Project or Projects in which it is participating at the time of the dissolution.

I. The second paragraph of Section 9(I) of the Original Agency Agreement is hereby amended to read as follows on and after any new or existing Member becomes a Project Member:

The Board of Directors shall submit the proposed annual operating budget, together with a proposed schedule as assessment payment dates, to the Representatives at the annual meeting or at a special meeting called for that purpose. Subject to the provisions of Amendment No. 1, the annual operating budget may be adopted by a majority of the votes cast by the Representatives at such meeting, including any adjourned session thereof. Upon approval of the annual operating budget, the net amount of estimated expenditures therein in excess of the estimated revenues therein shall be deemed assessed against the Members. The amount assessed against each Member shall be in the same proportion as the Member's weighted vote bears to the aggregate amount of votes capable of being cast by all Members. For such purposes, prior to the Initial PSC Termination Date, the Terminating Requirements Members shall be included in the weighted vote and the Terminating Requirements Members shall be assessed as Members as described in the foregoing sentence. Project Members shall be entitled to vote as Representatives on the annual operating budget to the extent permitted pursuant to clause B of Section 2 of Amendment No. 1. Assessments in connection with a particular Project shall be based on the percentage share of a Project participant in a particular Project calculated as set forth in clause C of Section 3 of Amendment No. 1. Upon the approval of the annual operating budget by the Representatives, the amount assessed against each Member shall become an obligation of the Member, enforceable, except as otherwise provided in this Section 9, as a contract right of the Agency. Such assessments shall be paid in accordance with the schedule prepared by the Board of Directors and submitted to the Representatives for their approval with the annual operating budget.

J. The first paragraph of Section 9(J) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

With respect to voting involving both Project Members and Requirements Members, a quorum for a meeting of the Representatives shall consist of a majority of the total number of Representatives. With respect to voting involving only Requirements Members, a quorum for a meeting of the Representatives is (i) a majority of the total number of Representatives of Requirements Members, and (ii) that number of Representatives of Requirements Members which may, by weighted voting, cast a majority of the aggregate amount of votes capable of being cast by all Representatives of Requirements Members.

K. Section 9(L) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

This Agency Agreement may only be amended at a regular or special meeting of the Representatives for which notice stating the purpose shall be given to each Representative and any such amendment shall only become effective when (i) approved by two-thirds of all of the Representatives, each casting one vote, (ii) approved and concurred in by Commission Resolutions and City Council Resolutions of two-thirds of all of the Members, and (iii) when such amendment, together with certified copies of such Commission Resolutions and such City Council Resolutions are filed with the Secretary of State.

The Bylaws may only be amended by the affirmative vote of two-thirds of the Representatives present and voting at an annual or special meeting.

L. Section 9(M) of the Original Agency Agreement is hereby amended to read as follows on and after the Initial PSC Termination Date:

This Agency Agreement may be terminated by the vote of two-thirds of the Representatives, each casting one vote, at a regular meeting or a meeting specially called for that purpose, but not until after all debts of the Municipal Power Agency have been paid; and only upon the approval of same by two-thirds of the Members, as evidenced by Commission Resolutions and City Council Resolutions filed with the Board of Directors. Thereafter, the Board of Directors shall liquidate the business of the Municipal Power Agency as expeditiously as possible, distribute the net proceeds to the Members in the ratio that the total assessments made against each of them bears to the sum of the total assessments made against all of them, and file notice of such termination, together with such Commission Resolutions and City Council Resolutions, with the Secretary of State.

IN WITNESS WHEREOF, the CITY OF AUSTIN, the CITY OF BLOOMING PRAIRIE, the CITY OF FAIRMONT, the CITY OF GRAND MARAIS, the CITY OF LAKE CITY, the CITY OF LITCHFIELD, the CITY OF MORA, the CITY OF NEW PRAGUE, the CITY OF NORTH BRANCH, the CITY OF OWATONNA, the CITY OF PRESTON, the CITY OF PRINCETON, the CITY OF REDWOOD FALLS, the CITY OF ROCHESTER, the CITY OF SAINT PETER, the CITY OF SPRING VALLEY, the CITY OF WASECA, and the CITY OF WELLS, have each caused this AMENDMENT NO. 1 to be executed and attested by a duly authorized officer, have each caused to be attached hereto the certified Resolution of its governing body, and the certified Resolution of its city council (or other body which is charged by law or its charter with the general control of such City's governmental affairs), and have caused this AMENDMENT NO. 1 to be filed with the Secretary of State of Minnesota, all as of the day and year first written above.

CITY OF AUSTIN

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
President of Austin Utilities

By \_\_\_\_\_  
Representative

(Seal)  
Attest:  
By: \_\_\_\_\_  
City Clerk

CITY OF BLOOMING PRAIRIE

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Chairman of Public Utilities Commission

By \_\_\_\_\_  
Representative

(Seal)  
Attest:  
By: \_\_\_\_\_  
City Clerk

CITY OF FAIRMONT

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
President of Public Utilities Commission

By \_\_\_\_\_  
Representative

(Seal)  
Attest:  
By: \_\_\_\_\_  
City Clerk

CITY OF GRAND MARAIS

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
[ ]

By \_\_\_\_\_  
Representative

(Seal)  
Attest:  
By: \_\_\_\_\_  
City Clerk

CITY OF LAKE CITY

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Chairman of Utilities Board

By \_\_\_\_\_  
Representative

(Seal)  
Attest:  
By: \_\_\_\_\_  
City Clerk

CITY OF LITCHFIELD

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
[ ]

By \_\_\_\_\_  
Representative

(Seal)  
Attest:  
By: \_\_\_\_\_  
City Clerk

CITY OF MORA

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
[ ]

By \_\_\_\_\_  
Representative

(Seal)  
Attest:  
By: \_\_\_\_\_  
City Clerk

CITY OF NEW PRAGUE

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Chairman of Water, Light, Power  
and Building Commission

By \_\_\_\_\_  
Representative

(Seal)  
Attest:

By: \_\_\_\_\_  
City Administrator

CITY OF NORTH BRANCH

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
[ ]

By \_\_\_\_\_  
Representative

(Seal)  
Attest:  
By: \_\_\_\_\_  
City Clerk

CITY OF OWATONNA

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
President of Public Utilities Commission

By \_\_\_\_\_  
Representative

(Seal)  
Attest:  
By: \_\_\_\_\_  
City Clerk-Treasurer

CITY OF PRESTON

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
[ ]

By \_\_\_\_\_  
Representative

(Seal)  
Attest:  
By: \_\_\_\_\_  
City Clerk

CITY OF PRINCETON

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
[ ]

By \_\_\_\_\_  
Representative

(Seal)  
Attest:  
By: \_\_\_\_\_  
City Clerk

CITY OF REDWOOD FALLS

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
President of Public Utilities Commission

By \_\_\_\_\_  
Representative

(Seal)  
Attest:  
By: \_\_\_\_\_  
City Administrator-Clerk

CITY OF ROCHESTER

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
President of Public Utilities Board

By \_\_\_\_\_  
Representative

(Seal)  
Attest:  
By: \_\_\_\_\_  
City Clerk

CITY OF SAINT PETER

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Representative

(Seal)  
Attest:  
By: \_\_\_\_\_  
City Clerk

CITY OF SPRING VALLEY

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
President of Public Utilities Commission

By \_\_\_\_\_  
Representative

(Seal)  
Attest:  
By: \_\_\_\_\_  
City Clerk

83

CITY OF WASECA

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
Representative

(Seal)  
Attest:  
By: \_\_\_\_\_  
City Clerk

CITY OF WELLS

By \_\_\_\_\_  
Mayor

By *Donald A. Hartman*  
Chairman of Public Utilities Commission

By *Jeffery D. Arny*  
Representative

(Seal)  
Attest:  
By: \_\_\_\_\_  
City Clerk

**RESOLUTION OF THE WELLS PUBLIC UTILITIES COMMISSION  
OF THE CITY OF WELLS, MINNESOTA  
APPROVING THE EXECUTION OF  
AMENDMENT NO. 1 TO AGENCY AGREEMENT**

WHEREAS, the City of Wells, Minnesota (the "City"), together with certain other Minnesota cities (collectively, the "Members"), are parties to the Agency Agreement dated April 1, 1977 creating the Southern Minnesota Municipal Power Agency (the "Agency") pursuant to Minnesota Statutes, Section 453.51 through 453.62, inclusive (the "Act"), which agreement is on file with the Secretary of State of Minnesota in Book S-46 of Incorporations on page 300 (the "Agency Agreement");

WHEREAS, the City is a Member of the Agency;

WHEREAS, this Wells Public Utilities Commission is the "governing body" of the City within the meaning of the Act (the "Governing Body");

WHEREAS, certain Members, including the City of Wells, have power sales contracts with the Agency with a term that remains in effect until April 1, 2050 (the "Continuing Members"), and other Members have power sales contracts with the Agency with a term ending on March 31, 2030 (the "Terminating Requirements Members");

WHEREAS, the Members wish to amend the Agency Agreement to set forth certain amendments to the Agency Agreement to enable Terminating Requirements Members to participate in contractual arrangements with the Agency following the expiration of their power sales contracts, and to provide an opportunity for other Minnesota cities to participate as members of the Agency solely with respect to specific generation, transmission or other projects on a contractual basis rather than on a requirements basis, among other matters;

WHEREAS, there has been prepared and presented to this meeting for approval a proposed form of Amendment No. 1 to the Agency Agreement (the "Amendment") in the form of Exhibit A hereto;

WHEREAS, the Agency Agreement provides for the amendment thereof upon (a) the approval of two-thirds of all of the Representatives (as defined in the Agency Agreement), each casting one vote, (b) approval by two-thirds of the total number of votes capable of being cast by all of the Representatives, in accordance with the weighted formula described in the Agency Agreement and (c) approval and concurrence by Commission Resolutions and City Council Resolutions of two-thirds of all of the Members;

WHEREAS, this Governing Body has carefully considered the amendments to the Agency Agreement reflected in the Amendment, including the changes to the voting and quorum requirements, and the establishment of a project committee; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that,

1. This Governing Body hereby determines that it is in the best interests of the City to enter into the Amendment; and
2. This Governing Body hereby approves the Amendment, in substantially the form provided to this Governing Body, and authorizes the City to enter into the Amendment; and
3. This Governing Body hereby authorizes the Wells Public Utilities Commission (“Authorized Officer”) and the Representative to execute and deliver the Amendment, subject to such changes as the Authorized Officer and the Representative may approve as necessary or desirable, such approval to be conclusively evidenced by the execution and delivery of the Amendment.
4. In accordance with the requirements of the Act, the Authorized Officer of this Governing Body is hereby authorized and directed to submit the Amendment and this Resolution to the City Council of the City for its concurrence and the Amendment shall not be executed in accordance with Section 3 hereof until such time as such concurrence has been received, and, upon receipt of such concurrence, the Authorized Officer is hereby authorized and directed to affix to the Amendment a certified copy of this Resolution for submission to the Secretary of State of Minnesota in accordance with the Act.

ADOPTED by the Wells Public Utilities Commission OF THE CITY OF WELLS, MINNESOTA this 5th day of July, 2016.

CERTIFICATE

I, Jeffery Dean Amy, the duly appointed Secretary of the Wells Public Utilities Commission of the City of Wells, Minnesota do hereby certify that attached hereto is a true and correct copy of a resolution (other than the Exhibit thereto) duly adopted by said Wells Public Utilities Commission at a meeting held on July 5, 2016, notice of such meeting having been given in accordance with law and at which meeting a quorum was present and acting throughout.

I also do hereby certify that such resolution has not been amended in any way from the date of such adoption to the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand [and affixed the seal of such Wells Public Utilities Commission] this 5th day of July, 2016.

 Secretary \_\_\_\_\_

**CITY OF WELLS, MINNESOTA  
ORDINANCE NO. 2016-02 (272)**

**AN ORDINANCE GRANTING A FRANCHISE TO MEDIACOM  
MINNESOTA LLC TO CONSTRUCT, OPERATE AND MAINTAIN  
A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF  
WELLS, MINNESOTA SETTING FORTH CONDITIONS  
ACCOMPANYING THE GRANT OF THE FRANCHISE;  
PROVIDING FOR REGULATION AND USE OF THE SYSTEM  
AND THE PUBLIC RIGHTS-OF-WAY AND PRESCRIBING  
PRENALTIES FOR THE VIOLATION OF THE PROVISIONS  
HEREIN**

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF WELLS, MINNESOTA, THAT:

**SECTION I. REPEAL CONFLICTING ORDINANCES**

This ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to this franchise and the same shall supersede all prior ordinances pertaining to this franchise agreement, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance No. 241 of the City of Wells Minnesota is hereby repealed as of the effective date hereof; and

SECTION II. This new Ordinance, added to the Table of Special Ordinances of the Wells Code of Ordinances, is hereby adopted as follows:

**FRANCHISE AGREEMENT**

This Franchise Agreement is between the City of Wells, Minnesota hereinafter referred to as “the Franchising Authority” and Mediacom Minnesota LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware, hereinafter referred to as “the Grantee.”

The Franchising Authority hereby acknowledges that the Grantee has substantially complied with the material terms of the current franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise Agreement with the Grantee for the construction and operation of a cable system on the terms set forth herein.

**SECTION 1**  
**Definition of Terms**

**1.1 Terms.** For the purpose of this Franchise Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. “Basic Cable Service” is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- B. “Cable Act” means Title VI of the Cable Act of 1934, as amended.
- C. “Cable Services” shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- D. “Cable System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and other services to Subscribers within the Service Area.
- E. “FCC” means Federal Communications Commission or successor governmental entity thereto.
- F. “Franchise” means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 U.S.C. §546) issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System or other facilities to provide Cable Service or video programming.
- G. “Franchising Authority” means the City of Wells.
- H. “Grantee” means Mediacom Minnesota LLC, or the lawful successor, transferee, or assignee thereof.
- I. “Gross Revenues” means revenues derived from Basic all Cable Services, Installation and reconnection fees, upgrade and downgrade fees, advertising revenue, converter rental and lockout devices fees, received by Grantee from Subscribers in the Service Area. Gross Revenues shall not include franchise fees, the FCC User Fee, bad debt, tower rent, voice or data services, fees and any fees itemized and passed through as a result of Franchise imposed requirements or any

tax, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency.

J. “Multichannel Video Program Distributor or MVPD” means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

K. “Open Video Services or OVS” means any video programming Services provided to any person by a Franchisee certified by the FCC to operate an Open Video System pursuant to Section 47 U.S.C. 573, as may be amended, regardless of the Facilities used.

L. “Person” means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

M. “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System.

N. “Service Area” means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.

O. “Standard Installation” is defined as 125 feet from the nearest tap to the Subscriber’s terminal.

P. “Subscriber” means a Person who lawfully receives Cable Service of the Cable System with the Grantee’s express permission.

**SECTION 2**  
**Grant of Franchise**

**2.1 Franchise Required.** It shall be unlawful for any Person to construct, operate or maintain a Cable System, an OVS system or other facilities to provide Cable Service or other video programming in the Service Area without a Franchise in the form of this Franchise Agreement authorizing the same, unless applicable federal or State law prohibits the Franchising Authority’s enforcement of such a requirement.

**2.2 Compliance with Minnesota Statutes.** This Franchise Agreement shall comply with all provisions contained in Minnesota Statutes Chapter 238, and as amended.

**2.3 Nonexclusive Franchise.** This Franchise Agreement shall be nonexclusive.

**2.4 Grant of Franchise.** Grantee is authorized to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services or for any other lawful purposes.

**2.5 Additional Franchises.** The Franchising Authority may grant an additional Franchise(s) pursuant to Minn. Stat. §238.081 which is consistent with Minn. Stat. §238.081, subdivision 1(b) and 47 U.S.C. § 541. The Franchising Authority agrees that any grant of additional Franchises or other authorizations including OVS authorizations shall require service to the entire Service Area and shall not be on terms and conditions more favorable or less burdensome to the Grantee. In any renewal of this Franchise Agreement, the Franchising Authority, should it seek to impose increased obligations upon the Grantee, must take into account any additional Franchise(s) or authorizations previously granted and find that the proposed increased obligations in the renewal are not more burdensome and/or less favorable than those contained in any such additional Franchise(s) or authorizations.

(a) In the event Franchising Authority grants one or more additional Franchises or one or more non-franchised MVPD's commence providing Cable Service in the Franchising Authority, Grantee shall have the right to modify this Franchise Agreement as provided herein, terminate the Franchise Agreement or reduce the term of this Franchise Agreement in its sole discretion. All Franchises granted or renewed after the date of this Franchise Agreement shall have the same substantive terms and conditions as this Franchise Agreement in order that one MVPD not be granted a competitive advantage over another. Nothing in this provision shall be constructed in such a way as to limit the Franchising Authority's authority to enter into other Franchises.

(b) In the event a MVPD commences operation without a Franchise or is granted a Franchise or permit to operate by the Franchising Authority, the terms and conditions of which do not comply with this Franchise Agreement, Grantee shall notify the Franchising Authority whether it wishes to modify its Franchise Agreement in addition to any rights it may have to modify its Franchise Agreement under state or federal law, terminate the Franchise Agreement or reduce the term of this Franchise Agreement in its sole discretion. The Franchising Authority and the Grantee shall work together in good faith to develop Franchise Agreement modifications which address any competitive inequity and the Franchising Authority shall adopt those modifications within ninety (90) days after receiving notice from Grantee. Failure to adopt the

modifications shall allow Grantee to unilaterally opt into the competitor's Franchise or to otherwise reduce or eliminate any obligations imposed by this Franchise Agreement which are not imposed on a competitor in its sole discretion. A MVPD is not an entity that provides direct broadcast satellite services for purposes of this Section. Notwithstanding any provisions of this Section to the contrary, if the Franchising Authority does not possess authority under applicable laws to require a Franchise from any Person, the provisions of this Section shall not apply.

**2.6 Conformance with State and Federal Laws and Rules.** The Franchising Authority and Grantee shall conform to state laws and rules regarding Cable Services no later than one (1) year after they become effective, unless otherwise stated. The Franchising Authority and Grantee shall conform to federal laws and regulations regarding Cable Services as they become effective. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable nondiscriminatory local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise Agreement. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise Agreement. In the event of a conflict between any lawful ordinance, regulation or resolution and this Franchise Agreement, the Franchise Agreement shall control.

### **SECTION 3** **Construction and Operation of Cable System**

**3.1 Compliance with Code.** The System and any wires, conduits, cable, and other property and facilities of the Grantee shall be located, constructed, installed, and maintained in compliance with applicable law. The Grantee must keep and maintain its property so as not to unnecessarily interfere with the usual and customary trade, traffic, or travel upon the streets and public places of the Service Area or endanger the life or property of any person.

**3.2 Permits.** Pursuant to applicable local law, the Grantee shall obtain a permit from the proper municipal authority before commencing construction on its Cable System, including the opening or disturbance of a street, sidewalk, driveway, or public place. In the event that Grantee fails to meet the conditions of such a permit, the Franchising Authority may seek remedies pursuant to applicable local law.

**3.3 Restoration of Public Ways.** Grantee shall comply with applicable law if during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee. Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

**3.4 Procedure for Relocation or Removal for the Franchising Authority.** Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days

and unless an emergency situation arises requiring immediate engagement, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property.

**3.5 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than thirty (30) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

**3.6 No Relief from Liability.** Nothing contained in the Franchise Agreement shall be construed to relieve a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's Cable System while performing work connected with grading, regrading, or changing the line of a street or public place or with the construction or reconstruction of a sewer or water system.

**3.7 Trimming of Trees and Shrubbery.** The Grantee shall have the authority to trim trees or other natural growth in order to access and maintain the Cable System.

**3.8 Underground Construction.** In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

**3.9 Access to Open Trenches.** The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide the Grantee with reasonable access to the open trench. Notwithstanding the foregoing, the Grantee shall not be required to utilize any open trench.

**3.10 Required Extensions of the Cable System.** Grantee agrees to provide Cable Service to all residences in the Service Area subject to the density requirements specified in this subsection. Whenever the Grantee receives a request for Cable Service from a potential Subscriber in an unserved area contiguous to Grantee's existing System where there are at least 10 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the connection point to Grantee's System, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

**3.11 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 3.10 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 10. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a pro rata basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.

**3.12 Cable Service to Public Buildings.** The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable Service to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any inappropriate use of the Grantee's Cable System or any loss or damage to Grantee's Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide a connection to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

**3.13 Emergency Alert.** Any Emergency Alert System (“EAS”) provided by Grantee shall be operated in accordance with FCC regulations. Any use of such EAS by the Franchising Authority will be only in accordance with the applicable state and local plans as approved in accordance with such FCC regulations. Except to the extent expressly prohibited by law, the Franchising Authority will hold the Grantee, its employees, officers and assigns harmless from any claims arising out of use of the EAS, including but not limited to reasonable attorneys’ fees and costs.

**3.14 Reimbursement of Costs.** If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

**3.15 Abandonment.** Notwithstanding any provision in a Franchise, Grantee may not abandon the Cable System or a portion of it without having given three months prior written notice to the Franchising Authority. Grantee may not abandon the Cable System or a portion of it without compensating the Franchising Authority for damages resulting to it from the abandonment.

**3.16 Compliance with FCC Technical Standards.** The Grantee shall comply with the technical standards for Cable Systems provided in 47 C.F.R. §§ 76.601-76.617, which regulations are incorporated herein by reference as if fully set forth herein. The results of tests required by the FCC must be filed within ten (10) days of the conduct of the tests with the Franchising Authority. The Franchising Authority shall pay for the cost of any special testing requested by the Franchising Authority to determine if the Cable System is in compliance with these technical standards, unless such testing demonstrates non-compliance in which case Grantee shall pay.

**3.17 Public Inspection.** The Grantee shall make available for public inspection: (1) the length and terms of residential subscriber contracts; (2) the current subscriber charges; and (3) the procedure by which subscriber charges are established, unless such provision is contrary to state or federal law.

**3.18 Subscriber Privacy.** No signals of class IV cable communications channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the subscriber. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. The written permission must be for a limited period of time not to exceed one year, which is renewable at the option of the Subscriber. No penalty may be invoked for a Subscriber's failure to provide or renew the authorization. The authorization is revocable at any time by the Subscriber without penalty of any kind. Grantee shall further comply with 47 U.S.C. § 551, which is incorporated herein by reference.

(1) No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to lists of the names and addresses of the Subscribers or lists that identify the viewing habits of Subscribers, may be sold or otherwise made available to any person other than to the company and its employees for internal business use, or to the Subscriber who is the subject of that information, unless the company has received specific written authorization from the Subscriber to make the data available or unless said information is ordered by a court or subpoenaed;

(2) Written permission from the Subscriber must not be required for the systems conducting system wide or individually addressed electronic sweeps for the purpose of verifying system integrity or monitoring for the purpose of billing. Confidentiality of this information is subject to clause A;

(3) For purposes of this provision, a "class IV cable communications channel" means a signaling path provided by a cable communications system to transmit signals of any type from a subscriber terminal to another point in the communications system.

**3.19 Complaint Resolution Procedure.** Grantee shall comply with the customer service standards promulgated by the FCC under 47 C.F.R. § 76.309.

**3.20 Receipt of Complaints.** Grantee shall provide a toll-free or collect telephone number for the reception of complaints to all Subscribers and shall maintain a repair service cable of responding to Subscriber complaints or requests for service within 24 hours after receipt of the complaint or request.

**3.21 Access Channels.** The Grantee shall provide to each of its Subscribers who receive Cable Service offered on the Cable System, reception on at least one specially designated access channel. Grantee shall establish rules for the administration of the specially designated access channel, unless such channel is administered by the Franchising Authority. Grantee shall make readily available for public use at least the minimal equipment necessary for the production of programming and playback of prerecorded programs for the access channel in Grantee's sole discretion.

#### **SECTION 4** **Regulation by the Franchising Authority**

##### **4.1 Franchise Fee.**

A. The Grantee shall pay to the Franchising Authority a franchise fee of three percent (3%) of annual Gross Revenues (as defined in subsection 1.1 of this Franchise Agreement). In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. The franchise fee payment shall be due annually and

payable within 90 days after the close of the preceding calendar year. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

B. **Limitation on Franchise Fee Actions.** The period of limitation for audit and recovery by the Franchising Authority of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due to the Franchising Authority, after which period any such payment shall be considered final.

**4.2 Audit.** The Franchising Authority shall have the right to audit the Grantee's accounting and financial records solely to calculate the Franchising Authority's franchise fees upon thirty (30) days prior written notice. The Grantee shall file annual reports with the Franchising Authority detailing Gross Revenues and other information the Franchising Authority deems appropriate; provided, however, such information shall be deemed a trade secret under applicable Minnesota law and shall not be disclosed by the Franchising Authority.

**4.3 Rates and Charges.** The Franchising Authority may regulate rates for the provision of Basic Cable Service and equipment only as expressly permitted by federal law.

**4.4 Renewal of Franchise.**

A. Any subsequent renewal term of the Franchise Agreement shall be limited to not more than 15 years each. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Franchise Agreement shall be governed by and comply with the renewal provisions of federal law.

B. In addition to the procedures set forth in the Cable Act, the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise Agreement term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal pursuant to the Cable Act and complete renewal of the Franchise Agreement prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment in accordance with the provisions of federal law the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.4 to be consistent with the express renewal provisions of the Cable Act.

**4.5 Conditions of Sale.** If a renewal or extension of the Grantee's Franchise Agreement is denied or the Franchise Agreement is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise Agreement, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise Agreement during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

**4.6 Franchise Transfer.** No sale or transfer of this Franchise Agreement or sale or transfer of stock so as to create a new controlling interest under Minn. Stat. §238.083, shall take place without the written approval of the Franchising Authority, which approval shall not be unreasonably withheld. The Grantee's right, title, or interest in the Franchise Agreement shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without prior written notice to the Franchising Authority. No such notice shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise Agreement or Cable System in order to secure indebtedness. Pursuant to Minn. Stat. §238.084, Subd. 1(y), if the Franchise Agreement is transferred or sold by Grantee, the Franchising Authority shall have the right to purchase the Cable System. City shall be deemed to have waived its right to purchase the System under this section in the following circumstances:

- (i) If it does not indicate to Grantee in writing, within thirty (30) days of notice of a proposed sale or assignment, its intention to exercise its right of purchase; or
- (ii) It approves the assignment or sale of the Franchise as provided within this section.

**SECTION 5**  
**Books and Records**

The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee and no more than once annually may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise Agreement. Such notice shall specifically reference the subsection of the Franchise Agreement that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise Agreement compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

**SECTION 6**  
**Insurance and Indemnification**

**6.1 Indemnification.** During the term of the Franchise Agreement, the Grantee shall indemnify, defend and hold harmless the Franchising Authority, its officers, boards, commissions, councils, elected officials, agents and employees (collectively the "Indemnitees") from and against resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System in the Service Area provided that the Franchising Authority shall give Grantee prompt written notice of its obligation to indemnify the Franchising Authority within a reasonable time of receipt of a claim or action pursuant to this subsection.

Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting solely from the willful misconduct or negligence of the Indemnitees.

**6.2 Insurance.** The Grantee shall maintain insurance in full force and effect, at its own cost and expense, during the term of the Franchise Agreement. The Franchising Authority shall be designated as an additional insured and such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising

Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.

**6.3 Security.** The Grantee at the time the Franchise Agreement becomes effective and thereafter until the Grantee has liquidated all of its obligation with the franchising authority, shall furnish a performance bond, certificate of deposit, or other type of instrument in the amount of \$10,000 in order to compensate Franchising Authority for Grantee's non-performance. The Franchising Authority may, from year to year and in its sole discretion, reduce the amount of the performance bond or instrument.

## **SECTION 7** **Enforcement and Termination of Franchise**

**7.1 Franchise Termination.** The Franchising Authority has the right to terminate and cancel the Franchise Agreement and the rights and privileges of the Franchise Agreement if the Grantee substantially violates a provision of the Franchise Agreement, attempts to evade the provisions of the Franchise Agreement, or practices fraud or deceit upon the Franchising Authority. The Franchising Authority shall provide the Grantee with a written notice of the cause for termination and its intention to terminate the Franchise Agreement and shall allow the Grantee a minimum of 30 days after service of the notice in which to correct the violation. The Grantee must be provided with an opportunity to be heard at a public hearing before the governing body of the Franchising Authority before the termination of the Franchise Agreement.

**7.2 The Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of such noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

**7.3 Public Hearing.** In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

**7.4 Enforcement.** Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in material default of any provision of the Franchise Agreement, the Franchising Authority may:

A. Commence an action at law for monetary damages or seek other equitable relief; or

B. In the case of repeated or ongoing substantial non-compliance with a material term or terms of the Franchise Agreement, seek to revoke the Franchise Agreement in accordance with subsection 7.5.

**7.5 Revocation.** Should the Franchising Authority seek to revoke the Franchise Agreement after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the repeated or ongoing substantial noncompliance with a material term or terms of the Franchise Agreement. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise Agreement at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise Agreement.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Franchising Authority, to compel the testimony of other persons as permitted by law, and to question witnesses. A complete verbatim record and transcript shall be made of such hearing.

Following the hearing, the Franchising Authority shall determine whether or not the Franchise Agreement shall be revoked. If the Franchising Authority determines that the Franchise Agreement shall be revoked, the Franchising Authority shall promptly provide Grantee with its decision in writing. The Grantee may appeal such determination of the Franchising Authority to an appropriate court which shall have the power to review the decision of the Franchising Authority de novo. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise Agreement in lieu of revocation.

**7.6 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which

the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise Agreement for violations of the Franchise Agreement where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

**7.7 Removal of Facilities.** Upon termination or forfeiture of the Franchise Agreement, unless otherwise required by applicable law, the Grantee shall remove its cable, wires, and appliances from the streets, alleys, and other public places within the Service Area if the Franchising Authority so requests; provided, however, that if Grantee is providing services other than Cable Services or pursuant to applicable law, City shall not require the removal of the System. In the event the Grantee fails to remove its cable, wires, and appliances from the streets, alleys, and other public places within the Service Area, the Grantee will be subject to the procedures of applicable local law.

## **SECTION 8** **Miscellaneous Provisions**

**8.1 Actions of Parties.** In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**8.2 Entire Agreement.** This Franchise Agreement constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements oral or written. Any amendments to this Franchise Agreement shall be mutually agreed to in writing by the parties.

**8.3 Reservation of Rights.** Acceptance of the terms and conditions of this Franchise Agreement will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Franchising Authority acknowledges that Grantee reserves all of its rights under applicable Federal and State Constitutions and laws.

**8.4 Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise Agreement to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope:

a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, c) within five (5) business days after having been posted in the regular mail or d) or the next business day if sent by express mail or overnight air courier.

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Wells  
City Administrator  
125 S Broadway  
Wells, Minnesota 56097

The notices or responses to the Grantee shall be addressed as follows:

Mediacom Minnesota LLC  
Attn: Legal Department  
One Mediacom Way  
Mediacom Park, NY 10918

With a copy to:

Mediacom Minnesota LLC  
Attn: Regional Vice President  
1504 2<sup>nd</sup> Street SE  
PO Box 110  
Waseca, MN 56093

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

**8.5 Franchise Administration.** The Franchising Authority shall notify Grantee of the office or officer of the Franchising Authority responsible for the continuing administration of the Franchise Agreement.

**8.6 Descriptive Headings.** The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

**8.7 Severability.** If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise Agreement.

**8.8 Franchise Term and Effective Date.** The Effective Date of this Franchise Agreement is the date of final adoption by the Franchising Authority as set forth below subject to Grantee's acceptance by countersigning where indicated below. This

Franchise Agreement shall be for a term of Fifteen (15) years from such Effective Date upon Mediacom signed execution and shall expire on \_\_\_\_\_.

Considered and approved this 11<sup>th</sup> day of July, 2016.

City of Wells, Minnesota

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mediacom Minnesota LLC

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

SECTION III. CODIFICATION. The provisions of Section I-II of this Ordinance shall be published as appropriate in the Wells Code of Ordinances as soon as practicable.

SECTION IV. SEVERABILITY CLAUSE. If any section, part of provision of this Ordinance, is declared unconstitutional or invalid by a court of competent jurisdiction, then it is expressly provided and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication according to law.

The motion for the adoption of the foregoing ordinance made by Council Member \_\_\_\_\_ was duly seconded by Council Member \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor: \_\_\_\_\_ and the following voted against the same: \_\_\_\_\_

Whereupon said ordinance was declared duly READ, CONSIDERED, PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of Wells, Minnesota, at which a quorum was present and which was held on the 11th day of July, 2016.

CITY OF WELLS

BY:

\_\_\_\_\_  
*Ron Gaines, Mayor*

ATTEST:

BY: \_\_\_\_\_  
*Robin Leslie, City Administrator*

SEAL

Published on \_\_\_\_\_, 2016

# MEMORANDUM

**To:** CGMC Mayors & City Managers/Administrators, CGMC Board of Directors

**From:** CGMC Executive Director Tim Flaherty and Flaherty & Hood Senior Attorney Robert Scott

**Date:** July 1, 2016

**Re:** Proposal to establish a CGMC Environmental Action Fund

---

In recognition of an increasingly challenging environmental regulatory landscape, in which cities and other publicly owned utility facilities appear destined to remain a focal point of Minnesota Pollution Control Agency (MPCA) regulations, the CGMC Board of Directors recommended the establishment of a dedicated Environmental Action Fund to support a broad-based environmental advocacy program. The board has recommended that the fund be considered by the full CGMC membership at the membership meeting on Friday, July 22, which is part of the CGMC Summer Conference in Austin. We are sending this memo so that you can review the proposal before the meeting.

This proposal is to raise an additional \$200,000 annually (to supplement the \$50,000 currently allocated for environmental lobbying) from a combination of a dues increase on CGMC members and voluntary assessments from member cities who stand to be most uniquely affected by MPCA regulations. The fund would support a comprehensive strategy for environmental advocacy at the Legislature, in regulatory rulemaking and permitting proceedings, and when necessary, in court.

This year, CGMC member cities pledged \$156,000 in voluntary assessments to be used to prepare for a lawsuit against the U.S. Environmental Protection Agency (EPA), file a state rulemaking petition, and other legal and regulatory activities. Under the Environmental Action Fund proposal, any money left over from the 2016 voluntary assessments will be transferred into this new fund.

## The Need for the Fund

Cities in Minnesota have come under increasing pressure from government regulators, especially the MPCA (sometimes acting at the behest of the EPA), as they adopt and implement new and amended regulations in supposed furtherance of the commendable goal of improving the quality of Minnesota's vast natural water resources. These regulations implicate cities' public

wastewater treatment, centralized drinking water and stormwater management systems, taking particular aim at discharges from public wastewater treatment facilities.

The CGMC fully supports effective measures to improve the quality of Minnesota's precious water resources. CGMC member cities have collectively invested hundreds of millions of dollars in wastewater, centralized drinking water and stormwater infrastructure devoted to preserving and improving the quality of Minnesota's waters, and have standing to serve as a credible advocate for water quality regulations that are reasonable, cost-effective, and most importantly, based on sound scientific research. The CGMC has and will continue to oppose ill-conceived regulations that are not grounded in a sound scientific rationale and thus do not produce a benefit to water quality corresponding to the financial burden imposed on its members, who of course must each be able to provide other essential government services such as police and fire protection, emergency services, roads, parks, libraries, etc.

Unfortunately, several regulations recently implemented or proposed by MPCA have fallen short of this standard of reasonableness and have consequently required CGMC's persistent opposition (together with other representatives of regulated public entities). Most notably, MPCA adopted water quality standards for rivers and streams (the "riverine standards") that included two nutrient response variables (biochemical oxygen demand and dissolved oxygen variation) used to determine whether a water body is impaired because of nutrients (phosphorus or nitrogen) that are widely recognized by non-agency scientists to lack scientific support. MPCA also has several pending and/or forthcoming rulemakings that will significantly alter the regulatory landscape such as the anti-degradation rules, variance rules, and multiple changes to water quality standards that will further tighten restrictions on municipalities.

These unreasonable regulations would result in the MPCA-mandated misuse of vital and limited public resources designated for clean water infrastructure, and would actually harm clean water efforts now and into the future because "in an age of limited resources available to deal with grave environmental problems ... too much wasteful expenditure devoted to one problem may well mean considerably fewer resources available to deal effectively with other (perhaps more serious) problems." *Entergy Corp. v. Riverkeeper, Inc.*, 556 U. S. 208, 233 (2009) (BREYER, J., concurring in part and dissenting in part).

#### Purpose and Uses of the Fund

As proposed, the Environmental Action Fund would provide the CGMC with the resources and flexibility necessary to monitor and respond to agency overreach wherever it appears. The fund would enable the CGMC's representatives to lobby the Legislature for better laws that would constrain the excessive discretion agency experts are currently afforded by Minnesota courts and improve regulatory rulemaking and permitting procedures, participate in agency rulemaking proceedings to advocate for scientifically sound regulations before they are adopted, and as a last resort, litigate unreasonable and unsupported regulations that are adopted or enforced in spite of

CGMC's regulatory advocacy. The legislative, regulatory and litigation efforts to be supported by the Environmental Action Fund are addressed in greater detail below.

*Legislative Advocacy.* The Environmental Action Fund will support lobbying efforts to enact changes to state statutes intended to increase agency accountability and make more state resources available for local facility upgrades necessitated by state regulations, including but not limited to the following measures:

- Increase state appropriations for local facility upgrades, increase limits on grants to member cities administered by the Public Facilities Authority, and adjust eligibility criteria to make more member cities eligible for such grants;
- Require cost analysis of existing and new water regulations, including the cost impacts on ratepayers and state funding programs, and documentation of the benefits of new regulations;
- Strengthen the standard of review used by the Office of Administrative Hearings (OAH) and courts in reviewing agency actions, thereby making it possible to hold the MPCA accountable for arbitrary and unreasonable decisions it makes in the rulemaking process;
- Prevent the enforcement of unadopted rules;
- Require independent peer review of technical regulations;
- Require agency experts to provide specific and meaningful responses to the substance of any scientifically supported objections to proposed technical regulations made during a public rulemaking process; and
- Improve the permitting process through which CGMC cities' treatment facilities are issued permits to provide cities greater advanced notice of and opportunities to respond to the proposed terms and conditions to be included in their permits.

*Regulatory Advocacy.* The Environmental Action Fund is further intended to support the CGMC's engagement in regulatory proceedings, including as follows:

- Participate in formal MPCA rulemaking proceedings to advocate for scientifically sound and reasonable regulations, including hiring experts to testify in opposition to proposed regulations that are scientifically flawed;
- Assist member cities in advocating for fair and reasonable terms and conditions in treated wastewater and stormwater discharge permitting processes in potential precedent setting cases;
- Petition the MPCA for adoption of regulations when scientific evidence suggests new regulations are needed or existing regulations should be amended; and
- Support and collaborate as necessary with other organizations representing regulated public entities, including the Minnesota Environmental Science and

Economic Review Board (MESERB), the League of Minnesota Cities, and the Minnesota Cities Stormwater Coalition.

*Litigation.* Finally, where CGMC's regulatory advocacy does not prevent MPCA from adopting or enforcing regulations that are unreasonable, the Environmental Action Fund may be used to support litigation against MPCA or EPA. Examples of the types of litigation that could be financed in whole or in part by the Environmental Action Fund include the following:

- Lawsuits mounting preemptive facial challenges to unsupported and/or unreasonable regulations, which seek to have such regulations invalidated before they may be enforced against any individual permit holder;
  - An example of this type of challenge is CGMC's (and MESERB's) continuing support for litigation over the unreasonable components of the MPCA's recently adopted riverine standards, which to date has consisted of a declaratory judgment action in the Minnesota Court of Appeals brought by CGMC and MESERB to have the rules declared invalid as having been adopted in violation of statutory rulemaking procedures, and a rulemaking petition by individual CGMC and MESERB members to MPCA and OAH for amendments to correct the flawed standards. This litigation is ongoing, and the petitioning cities and sanitary districts intend to appeal OAH's dismissal of their rulemaking petition to the Minnesota Court of Appeals.
- Support individual member cities in legal challenges to permits issued on the basis of scientifically flawed regulations as applied to such cities in cases of potential precedential value to the broader regulated public, including the CGMC;
- Provide support to other organizations representing regulated public entities in environmental lawsuits of import to CGMC members;
  - For example, the CGMC anticipates working closely with the national Center for Regulatory Reasonableness (CRR) to coordinate some of its members' participation in CRR in support of CRR's imminent federal lawsuit in the United States District Court for the District of Columbia in which CRR is seeking to have EPA's approval of MPCA's scientifically flawed riverine standards overturned as having been arbitrary and capricious. If successful, the effect would be that MPCA's riverine standards could no longer be enforced against CGMC member cities.
- Participation as amicus curie (friend of the court) in cases of import to CGMC members;
  - An example of this type of legal advocacy is MESERB's recent successful participation as amicus in opposition to the Minnesota Center for Environmental Advocacy's (MCEA) appeal of MPCA's issuance of an NPDES permit to the Metropolitan Council, where MESERB opposed MCEA's stringent interpretation of MPCA's authority to account for

anticipated reductions in nutrient loading from nonpoint sources in establishing a less restrictive nutrient effluent limit for the Met Council. The Court of Appeals agreed with the Met Council and MESERB and rejected MCEA's challenge. *See* Court of Appeals decision [here](#).

### Paying for the Fund

The CGMC board recommends that \$250,000 be raised annually for the Environmental Action Fund from the following sources:

1. \$50,000 from existing CGMC assessments (the same amount budgeted in 2016).
2. \$50,000 from a proposed 4.75 percent surcharge on membership dues for CGMC members whose dues are fully phased in.
3. \$150,000 from an annual voluntary assessment of \$0.35 per capita. (Based on past participation in the environmental voluntary assessment, we estimate this would raise \$150,000.)

### Structure & Budget of the Fund

All activities to be funded by the Environmental Action Fund and disbursements from the fund would be subject to approval of the CGMC Board of Directors. The board would also have the authority to make changes or reallocations to the budget as needed. Any money allocated to the fund which is not spent would carry over to the fund for the next year.

The proposed 2017 Environmental Action Fund budget is as follows:

1. EPA lawsuit - \$60,000
  2. State regulatory efforts (including the petition appeal) - \$40,000
  3. Legislative efforts - \$100,000
  4. Media - \$25,000
  5. Assistance for individual member cities - \$25,000
- TOTAL:** \$250,000 (representing \$200,000 in new revenue above 2016 levels)

As mentioned above, the Environmental Action Fund proposal will be considered during the CGMC membership meeting at 10:30 a.m. on Friday, July 22 at the Hormel Institute in Austin. If you have any questions about this proposal — or if you are unable to attend the meeting, but would like to share your comments or concerns — please contact us at 651-225-8840 or [CGMC\\_Communications@flaherty-hood.com](mailto:CGMC_Communications@flaherty-hood.com).

TPF/RTS

2017 Environmental Action Fund

In order to raise an additional \$200,000 for the Environmental Program, the CGMC Board has recommended establishing an Environmental Action Fund by passing a voluntary assessment and a 4.75% surcharge on general assessments.

City	2016 CGMC Paid Dues	2017 CGMC Assessments	2016 CGMC Pledged Environmental Dues	2017 Proposed 4.75% Surcharge for Environmental Program	Proposed Voluntary Assessment for Environmental Action Fund of \$0.35 per capita
Albert Lea	\$34,361	\$34,339	\$6,997	\$1,633	\$6,230
Alexandria	\$22,572	\$24,829	\$3,000	\$0	\$4,576
Aurora	\$1,829	\$2,754	\$0	\$0	\$589
Austin	\$52,948	\$53,271	\$9,000	\$2,533	\$8,682
Babbitt	\$3,378	\$3,426	\$0	\$163	\$522
Bagley	\$3,301	\$3,309	\$0	\$157	\$491
Barnesville	\$1,213	\$2,427	\$1,097	\$0	\$910
Bemidji	\$26,315	\$27,808	\$0	\$1,322	\$4,991
Benson	\$5,596	\$5,549	\$0	\$264	\$1,098
Biwabik	\$2,776	\$2,790	\$712	\$133	\$350
Blooming Prairie	\$1,008	\$2,021	\$0	\$0	\$689
Breckenridge	\$5,826	\$5,794	\$1,402	\$276	\$1,165
Cloquet	\$17,095	\$18,805	\$0	\$0	\$4,255
Crookston	\$12,539	\$12,563	\$0	\$597	\$2,743
Detroit Lakes	\$13,768	\$14,174	\$1,800	\$674	\$3,143
Dodge Center	\$4,090	\$4,499	\$0	\$0	\$946
Duluth	\$76,301	\$87,331	\$0	\$0	\$29,982
Eagle Lake	\$1,210	\$2,529	\$0	\$0	\$965
East Grand Forks	\$13,513	\$13,723	\$0	\$653	\$3,031
Elbow Lake	\$2,861	\$2,991	\$700	\$142	\$404
Ely	\$5,928	\$5,968	\$0	\$284	\$1,212
Eveleth	\$6,242	\$6,228	\$1,509	\$296	\$1,282
Fairmont	\$16,861	\$16,777	\$0	\$798	\$3,633
Fergus Falls	\$25,707	\$25,802	\$4,764	\$1,227	\$4,610
Foley	\$1,236	\$2,483	\$0	\$0	\$940
Gilbert	\$3,801	\$3,826	\$785	\$182	\$631
Glencoe	\$9,320	\$9,273	\$2,000	\$441	\$1,927
Glenwood	\$4,759	\$4,777	\$0	\$227	\$889
Grand Marais	\$2,330	\$2,563	\$0	\$0	\$475
Grand Rapids	\$17,423	\$17,726	\$0	\$843	\$3,858
Granite Falls	\$5,139	\$5,115	\$1,200	\$243	\$980
Hinckley	\$3,799	\$3,796	\$0	\$181	\$623
Hoyt Lakes	\$4,086	\$4,102	\$946	\$195	\$706
Hutchinson	\$27,182	\$27,347	\$4,740	\$1,300	\$4,903
Janesville	\$4,377	\$4,418	\$1,100	\$210	\$792
La Crescent	\$7,727	\$8,500	\$0	\$0	\$1,761
Le Sueur	\$6,683	\$6,713	\$1,500	\$319	\$1,414
Litchfield	\$10,863	\$10,937	\$0	\$520	\$2,340
Little Falls	\$13,141	\$13,830	\$2,550	\$658	\$3,057
Luverne	\$7,528	\$7,521	\$1,972	\$358	\$1,633
Mankato	\$69,319	\$69,717	\$19,950	\$3,315	\$14,303
Marshall	\$26,423	\$26,606	\$2,274	\$1,265	\$4,763
Moorhead	\$66,545	\$69,709	\$15,000	\$3,315	\$14,296
Moose Lake	\$0	\$5,079	\$0	\$241	\$971
Morris	\$9,054	\$9,110	\$0	\$433	\$1,887
Mountain Iron	\$5,174	\$5,216	\$0	\$248	\$1,008
New Ulm	\$26,055	\$26,240	\$5,300	\$1,248	\$4,693
North Mankato	\$26,135	\$26,406	\$0	\$1,256	\$4,725
Olivia	\$4,641	\$4,630	\$1,046	\$220	\$849
Ortonville	\$3,895	\$3,895	\$0	\$185	\$650
Osakis	\$936	\$1,872	\$0	\$0	\$609
Owatonna	\$54,221	\$54,616	\$9,500	\$2,597	\$8,908

City	2016 CGMC Paid Dues	2017 CGMC Assessments	2016 CGMC Pledged Environmental Dues	2017 Proposed 4.75% Surcharge for Environmental Program	Proposed Voluntary Assessment for Environmental Action Fund of \$0.35 per capita
Park Rapids	\$6,374	\$6,493	\$0	\$309	\$1,354
Pelican Rapids	\$4,669	\$4,697	\$1,000	\$223	\$867
Perham	\$5,363	\$5,601	\$0	\$266	\$1,112
Pipestone	\$5,227	\$5,750	\$1,848	\$0	\$1,472
Plainview	\$5,771	\$5,764	\$1,100	\$274	\$1,156
Princeton	\$7,551	\$7,557	\$0	\$359	\$1,643
Red Wing	\$31,658	\$31,704	\$6,000	\$1,507	\$5,730
Redwood Falls	\$8,822	\$8,790	\$1,250	\$418	\$1,808
Renville	\$3,114	\$3,083	\$0	\$147	\$429
Rochester	\$96,085	\$96,941	\$30,000	\$4,609	\$30,000
Roseau	\$4,865	\$4,909	\$0	\$233	\$924
Rushford	\$3,749	\$3,744	\$835	\$178	\$609
Sandstone	\$3,802	\$4,182	\$0	\$0	\$953
Slayton	\$3,176	\$3,494	\$1,178	\$0	\$743
Sleepy Eye	\$4,696	\$5,166	\$0	\$0	\$1,229
St. Charles	\$6,290	\$6,271	\$0	\$298	\$1,294
St. James	\$7,402	\$7,393	\$0	\$352	\$1,598
St. Joseph	\$8,438	\$9,282	\$0	\$0	\$2,362
St. Peter	\$18,294	\$18,667	\$0	\$888	\$4,082
Staples	\$5,299	\$5,279	\$0	\$251	\$1,025
Thief River Falls	\$13,590	\$13,711	\$3,394	\$652	\$3,028
Two Harbors	\$6,264	\$6,250	\$0	\$297	\$1,288
Virginia	\$13,645	\$13,596	\$0	\$646	\$2,999
Wabasha	\$1,177	\$2,356	\$1,135	\$0	\$871
Wadena	\$6,678	\$6,738	\$0	\$320	\$1,421
Waite Park	\$5,736	\$5,981	\$0	\$284	\$2,594
Warren	\$3,506	\$3,517	\$0	\$167	\$547
Warroad	\$3,710	\$3,780	\$654	\$180	\$618
Waseca	\$14,698	\$14,611	\$3,191	\$695	\$3,251
Wells	\$1,111	\$2,220	\$0	\$0	\$797
Wheaton	\$3,302	\$3,282	\$0	\$156	\$483
Willmar	\$37,540	\$37,608	\$0	\$1,788	\$6,850
Windom	\$7,423	\$7,434	\$1,000	\$353	\$1,609
Winona	\$59,009	\$58,593	\$0	\$2,786	\$9,575
Winsted	\$0	\$4,454	\$0	\$212	\$801
Worthington	\$21,087	\$23,196	\$0	\$0	\$4,508
<b>TOTAL</b>	<b>\$1,218,151</b>	<b>\$1,267,824</b>	<b>\$153,429</b>	<b>\$50,000</b>	<b>Estimated: \$150,000 *</b>

\* Estimate is based on similar level of participation to 2016.



## PUBLIC MEETING RULES OF CONDUCT

It is the intention of the Wells City Council that everyone have an opportunity to be heard on a particular concern or proposal before the Council. For this reason, the Council has set aside a period of time for public comment. Accomplishment of this goal requires the cooperation of all concerned so the Wells City Council is requesting that everyone wishing to be heard follows the rules of conduct below:

1. All persons must be first recognized to speak by the Mayor. Once recognized, they should approach the podium, **state his/her name, address, and the subject** they wish to speak of.
2. If persons/organizations have business items that need to be approved by the City Council, they should first contact the City Administrator's office by the Wednesday prior to the City Council meeting to be added to the agenda. Otherwise, other items may be discussed under the Public Comment period.
3. Political candidates are advised that the public comment portion of the meeting is not intended to provide opportunities for individuals running for office to make their "pitches" before the public because the Wells City Council does not endorse candidates for office or the views of candidates during public meetings.
4. **A limit of three minutes** is placed on each speaker, which can be shortened by the Mayor at any time or if there is a large number of persons who desire to speak. Each speaker should observe this restriction and gauge the length of his/her remarks accordingly. Several speakers may combine their allotted times for the purpose of making an address.
5. **Each speaker will be permitted to address the City Council once** during the meeting, unless all other persons desiring to speak have had the opportunity and the Mayor determines that sufficient time remains to permit speakers a second opportunity to address the City Council.
6. **Persons are to address all statements and questions to the Mayor and City Council and not to staff.** The Mayor will then refer any questions that are appropriate to be answered to the proper council member or staff person.
7. Persons not recognized by the Mayor should refrain from interrupting a speaker who is recognized by the Mayor.
8. Discussions after the Public Comment shall be limited to staff and City Council members unless information is requested from the persons attending the meeting by the City Council.
9. Persons in attendance at the meeting should refrain from loud discussions among themselves, or any other actions, which might be distracting to either the City Council or a speaker.
10. **Speakers are to remain civil** and should attempt to **base their remarks on facts** whenever possible. Speakers should also refrain from repeating the comments of other speakers.
11. After everyone in the audience wishing to speak has given his/her comments, or at the end of the allowed time for public comment, the Mayor shall close the open forum.

**What happens at public meetings is of great importance to both the City Council and citizens of Wells. Your personal cooperation of these Rules of Conduct will be of measurable assistance to the City Council.**

Amended by the City Council on \_\_\_\_\_

FY1



**FARIBAULT COUNTY**  
**SOIL & WATER CONSERVATION DISTRICT** &  
**PLANNING & ZONING**

Faribault County Ag Center  
415 South Grove Street, Suite 8  
Blue Earth, Minnesota 56013  
Phone (507) 526-2388  
Fax (507) 526-2508  
[www.faribaultcountyswcd.com](http://www.faribaultcountyswcd.com)

DATE: JUNE 27, 2016  
TO: FARIBAULT COUNTY REGISTER  
FROM: MICHELE STINDTMAN, PLANNING AND ZONING  
RE: FARIBAULT COUNTY RENEWABLE ENERGY ORDINANCE

**NOTICE OF INTENT TO ENACT**

The Faribault County Board of Commissioners will hold a Public Hearing on Tuesday, July 19, 2016 at 9:45 a.m. in the Commissioners Room of the Faribault County Courthouse, 415 N. Main Street, Blue Earth, Minnesota to adopt the new Faribault County Renewable Energy Ordinance.

The purpose of this Renewable Energy Ordinance shall be to promote the effective and efficient use of Renewable Energy Systems and to facilitate economic opportunities for local residents consistent with the public health, safety and general welfare.

The proposed ordinance is available to be reviewed in its entirety at the Faribault County Auditor's Office, the Faribault County Planning and Zoning Office, or online at [www.faribaultcounty.com](http://www.faribaultcounty.com).

All interested parties are invited to attend.

Michele Stindtman  
Faribault County Planning and Zoning