



**City Council Meeting Agenda  
Monday, February 8, 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**

**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, January 25, 2016	1-3
January Payments	4-18
Board Minutes	
-Wells Historical Society, February 2016	19
-PUC Minutes, January 2016	20
Seasonal Street Laborer Appointment – Jeremy Garver	21
2016 Bolton & Menk Agreement for Professional Services	22-35
MN Department of Human Services, Alcohol & Drug Abuse Grant Letter of Support	36-38

**STAFF REPORTS**

Police Chief	39-42
Street Foreman	43
City Engineer	
City Administrator	

**BUSINESS**

Wildcats Liquor License	44-45
Faribault County Ditch 87 Repair – Bill Groskreutz & Travis Winter	
Faribault County Recycling Program – Bill Groskreutz & Billeye Rabeye	
Resolution 2016-05 Authorization to execute MnDOT Airport Maintenance and Operation Grant Contract	46-52
Resolution 2016-06 Authorization for Some City Employees to Work on City/State Holidays	53-54
Resolution 2016-07 Approving Minnesota Lawful Gambling Exempt Permit for Bingo for St. Casimir Catholic Church	55
Wells Business Park Discussion	

**COUNCIL REPORTS & ANNOUNCEMENTS**

Mayor, Braun, Burns, Harig, Herman

Next regular meeting will be held Monday, February 22, 2016 at 5:00 pm at the Wells Community Center

**ADJOURN**

Honorable Mayor Ron Gaines



The Wells City Council convened on Monday, January 25, 2016 at 5:00 pm in the Council Chamber.

Mayor Gaines called the meeting to order with the following councilmembers present: David Braun and John Herman. Absent: Steve Burns and Whitney Harig. Also present: City Administrator Robin Leslie, Deputy City Clerk Megan Boeck, Police Chief Tim Brenegan and City Engineer Travis Winter.

### AGENDA

The agenda for the January 25, 2016 meeting was reviewed. Motion by Herman and second by Braun to approve with the addition of Resolution 2016-02 Approving Support of Increasing LGA in the 2016 Legislative Session and 2016-04 Resolution Approving MN Lawful Gambling and Lease and Liquor License for Wells VFW. Motion carried.

### PUBLIC COMMENT

None.

### CONSENT AGENDA

Motion by Herman and second by Braun to approve the consent agenda as listed on pages 1-23 of the Council packet. Motion carried.

Minutes, January 11, 2016

Board Minutes

- Wells Flame Theatre Board, Nov 2015
- Wells Community Ambulance, Dec 2015
- Wells Library Board, Dec 2015
- Wells HRA, Dec 2015
- Wells EDA, Dec 2015
- Wells Historical Society, January 2016

Probationary Employees-Remove from Probation- Megan Kruegar

Seasonal Street Laborer Appointment – Chad Klocek

2015 Fire Department Report/2016 Officers & Roster

2016 City Council & Board Meeting Revised Schedule

Board Resignations

-EDA- Kim Sorenson

-HRA-Zoa Heckman

2015 All Pets Impound Record

### BUSINESS

**Wells Pistol & Rifle Club Update and Parking Request-** Donn Browne from the Wells Pistol & Rifle Club was present and updated the Council on the construction project. Browne stated that they are hoping to have trees planted and concrete work finished by June. Browne also requested temporary parking on one side of 11<sup>th</sup> Ave SW and 6<sup>th</sup> Ave SW for the Gun Show, which is set to take place March 12<sup>th</sup> and 13<sup>th</sup>.

Motion by Herman and second by Braun to approve temporary one-sided parking on 11th Ave SE and 6<sup>th</sup> Ave SW (same as 2015) on March 12<sup>th</sup> and 13<sup>th</sup>. Motion carried.

**2016 FCDC Contract for Services-**

Motion by Braun and second by Herman to approve a one year contract with FCDC in the amount of \$25,000. Motion carried.

**EDA Enabling Resolution Amendment/Public Hearing Discussion-** Herman stated that the EDA had a discussion at their last meeting about operating with five members instead of seven and that the consensus was that a five member Board would be more productive.

Motion by Herman and second by Braun to rescind the motion to hold a public hearing to change the enabling. Motion carried.

**Seasonal Street Laborer Nighttime Wage Discussion-** Leslie stated that she would like to increase the wage for the Nighttime Seasonal Street Laborer in order to make the position more marketable and attractive for those who have full-time day jobs. Leslie also stated that the wage could be posted as a range and be determined by experience.

Motion by Herman and second by Braun to increase the Nighttime Season Street Laborer position wage range from \$12.00-\$18.00 per hour. Motion carried.

**Review if 2015 Goals/2016 Goals-** No action taken. Leslie stated that this item should be discussed with the full Council.

**Resolution 2016-02 Approving Support of Increasing LGA in the 2016 Legislative Session-** Leslie stated that the purpose of this resolution is to encourage the legislature to increase LGA appropriations to help with unfunded mandates and increased costs to the City.

Motion by Braun and second by Herman to approve Resolution 2016-02. Motion carried.

**Resolution 2016-04 Approving Minnesota Lawful Gambling Premises Permit and Lease and Liquor License for Wells VFW Post 1778-** Boeck stated that the VFW underwent a construction project and due to the need for extensive repairs and lack of funding to complete the project, they are unable to reopen at their 25 South Broadway location. Boeck also stated that the VFW has reached a lease agreement with Ben Musser (Wildcats) for 34 1<sup>st</sup> Street SE, which is set to commence on February 1, 2016. In addition, Boeck stated that in order for the VFW to relocate their Club license they would need approval of the following:

- 1) Application for Club On Sale Retail Liquor License
- 2) MN Lawful Gambling Premises Permit Application (LG214) and Lease (LG215)
- 3) Resolution 2016-04
- 4) Rescinding current liquor licenses for "Wildcats 2".

Motion by Herman and second by Braun to approve the above requests effective February 1, 2016. Motion carried.

**CLOSED SESSION WITH WELLS HRA- PURCHASE OF REAL PROPERTY**

Motion by Braun and second by Herman to go into closed session to discuss the purchase of real property with the Wells HRA as deemed permissible by Minn. Stat. § 13D.05, subds 1(d), 3(a). Motion carried.

**CLOSED SESSION**

Motion by Herman and second by Braun to go back into open session. Motion carried. No action was taken on item during closed session.

**COUNCIL REPORTS**

Braun- none.

Harig- none.

Herman- questioned if the recycling center was still open for commercial users.

Leslie stated that commercial users will be allowed to use the drop site until January 30<sup>th</sup> but after that each business has to make their own arrangement with a hauler.

Gaines- stated that he has heard from residents that the North recycling gate has been locked in the mornings.

Leslie stated a few times the North gate was forgotten but other gates were open.

**ADJOURNMENT**

Motion by Braun and second by Harig to adjourn the meeting at 6:20 pm.

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Mayor Ronald Gaines

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Deputy City Clerk Megan Boeck

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JANUARY 2016

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**10100 CHECKING & SAVINGS**

Paid Chk# 010219E 1/11/2016 IRS

G 101-21701	FEDERAL WITHHOLDING	\$2,310.77	Federal Withholding
G 101-21703	FICA	\$2,679.76	Social Security
G 101-21703	FICA	\$914.60	Medicare
<b>Total IRS</b>		<b>\$5,905.13</b>	

Paid Chk# 010220E 1/11/2016 MN CHILD SUPPORT PAYMENT CTR

**Total MN CHILD SUPPORT PAYMENT CTR**

Paid Chk# 010221E 1/11/2016 MN DEPT OF REVENUE-STATE WH

G 101-21702	STATE WITHHOLDING	\$982.58	State W/H
<b>Total MN DEPT OF REVENUE-STATE WH</b>		<b>\$982.58</b>	

Paid Chk# 010222E 1/11/2016 MSRS- MN STATE RETIREMENT SYST

**Total MSRS- MN STATE RETIREMENT SYST**

Paid Chk# 010223E 1/11/2016 PERA-PUBLIC EMPLOYEES RETIRE.

G 101-21704	PERA	\$3,031.10	Pera - ER
G 101-21704	PERA	\$2,321.50	Pera - EE
<b>Total PERA-PUBLIC EMPLOYEES RETIRE.</b>		<b>\$5,352.60</b>	

Paid Chk# 010224E 1/27/2016 IRS

G 101-21701	FEDERAL WITHHOLDING	\$2,289.96	Federal Withholding
G 101-21703	FICA	\$2,559.70	Social Security
G 101-21703	FICA	\$866.24	Medicare
<b>Total IRS</b>		<b>\$5,715.90</b>	

Paid Chk# 010225E 1/27/2016 MN CHILD SUPPORT PAYMENT CTR

**Total MN CHILD SUPPORT PAYMENT CTR**

Paid Chk# 010226E 1/27/2016 MN DEPT OF REVENUE-STATE WH

G 101-21702	STATE WITHHOLDING	\$971.49	State W/H
<b>Total MN DEPT OF REVENUE-STATE WH</b>		<b>\$971.49</b>	

Paid Chk# 010227E 1/27/2016 MSRS- MN STATE RETIREMENT SYST

**Total MSRS- MN STATE RETIREMENT SYST**

Paid Chk# 010228E 1/27/2016 PERA-PUBLIC EMPLOYEES RETIRE.

G 101-21704	PERA	\$2,351.74	Pera - EE
G 101-21704	PERA	\$3,064.58	Pera - ER
<b>Total PERA-PUBLIC EMPLOYEES RETIRE.</b>		<b>\$5,416.32</b>	

Paid Chk# 010229E 1/29/2016 BLUE CROSS BLUE SHIELD OF MN

E 101-41310-130	Employer Paid Ins (GENERAL)	\$554.61	
E 609-49750-130	Employer Paid Ins (GENERAL)	\$457.74	
E 101-43100-131	Employer Paid Ins- Retirees	\$962.43	
<b>Total BLUE CROSS BLUE SHIELD OF MN</b>		<b>\$1,974.78</b>	

Paid Chk# 010230E 1/20/2016 STATE OF MINNESOTA

E 101-41940-393	Sales & Use Tax Paid	\$13.91	December 2015 Sales Tax
E 606-45182-393	Sales & Use Tax Paid	\$537.98	December 2015 Sales Tax
G 609-21810	Sales Tax Payable	\$5,573.88	December 2015 Sales Tax

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			Check Amt	Invoice	Comment
<b>Total STATE OF MINNESOTA</b>			<b>\$6,125.77</b>		
Paid Chk# 043535	1/4/2016	<b>BRENEGAN, TIM</b>			
E 101-42110-218	Uniforms/Clothing Allowance		\$725.00		2016 Clothing
<b>Total BRENEGAN, TIM</b>			<b>\$725.00</b>		
Paid Chk# 043536	1/4/2016	<b>NEUBAUER, ERIC</b>			
E 101-42110-218	Uniforms/Clothing Allowance		\$725.00		2016 Clothing
<b>Total NEUBAUER, ERIC</b>			<b>\$725.00</b>		
Paid Chk# 043537	1/4/2016	<b>SEIPP, STEVE</b>			
E 101-42110-218	Uniforms/Clothing Allowance		\$725.00		2016 Clothing
<b>Total SEIPP, STEVE</b>			<b>\$725.00</b>		
Paid Chk# 043538	1/4/2016	<b>KLOOS, JENNIE</b>			
E 101-45182-200	Supplies (GENERAL)		\$8.55		reimburse Holiday movie 12/30 - Home Alone
<b>Total KLOOS, JENNIE</b>					
Paid Chk# 043539	1/5/2016	<b>JOHNSON, MICHAEL</b>			
E 101-42110-218	Uniforms/Clothing Allowance		\$725.00		2016 Clothing
<b>Total JOHNSON, MICHAEL</b>			<b>\$725.00</b>		
Paid Chk# 043541	1/5/2016	<b>UNUM LIFE INSURANCE OF AMERICA</b>			
E 609-49750-130	Employer Paid Ins (GENERAL)		\$38.00		November/December 2015 premium
E 101-41400-130	Employer Paid Ins (GENERAL)		\$38.00		November/December 2015 premium
E 101-41310-130	Employer Paid Ins (GENERAL)		\$17.00		November/December 2015 premium
E 101-49010-130	Employer Paid Ins (GENERAL)		\$19.00		November/December 2015 premium
E 101-42110-130	Employer Paid Ins (GENERAL)		\$57.00		November/December 2015 premium
E 101-43100-130	Employer Paid Ins (GENERAL)		\$76.00		November/December 2015 premium
<b>Total UNUM LIFE INSURANCE OF AMERICA</b>			<b>\$245.00</b>		
Paid Chk# 043542	1/7/2016				
VOID					
Paid Chk# 043544	1/7/2016	<b>BANYON DATA SYSTEMS, INC.</b>			
E 101-41940-433	Dues, Subs & Fees		\$300.00	00153754	PROP RECORD MGMT CONVERT
E 101-41940-433	Dues, Subs & Fees		\$865.00	00153754	PROP RECORDS MGMT SUPPORT
E 101-41940-433	Dues, Subs & Fees		\$400.00	00153754	TRAINING
E 101-41940-433	Dues, Subs & Fees		\$1,595.00	00153754	SPECIAL ASSES SOFTWARE
E 101-41940-433	Dues, Subs & Fees		\$395.00	00153754	SPECIAL ASSES SUPPORT
E 101-41940-433	Dues, Subs & Fees		\$3,495.00	00153754	PERMITS SOFTWARE
<b>Total BANYON DATA SYSTEMS, INC.</b>			<b>\$7,050.00</b>		
Paid Chk# 043545	1/7/2016	<b>BEVCOMM WELLS</b>			
E 101-41940-321	Telephone		\$82.83		
E 101-41900-322	Internet Service		\$69.17		cc internet
E 101-43100-321	Telephone		\$38.14		553-5095
E 101-45182-321	Telephone		\$0.48		553-5713- Theatre
E 101-41940-321	Telephone		\$2.91		CH Fax - 5126
E 211-45501-321	Telephone		\$0.27		
E 101-45182-321	Telephone		\$42.14		
E 101-42110-321	Telephone		\$0.27		
E 101-43100-321	Telephone		\$4.54		information line
E 101-42110-321	Telephone		\$4.54		information line

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			Check Amt	Invoice	Comment
E 101-49810-321	Telephone		\$45.35		553-5118
E 211-45501-321	Telephone		\$82.83		
E 101-45182-321	Telephone		\$34.00		
E 211-45501-321	Telephone		\$0.00		553-6141
E 101-42110-321	Telephone		\$82.83		
E 609-49750-322	Internet Service		\$48.72		
E 620-43270-321	Telephone		\$0.00		553-6027
E 609-49750-321	Telephone		\$39.12		553-5860
E 609-49750-321	Telephone		\$82.83		
E 101-49010-321	Telephone		\$38.14		553-5743
E 101-43100-321	Telephone		\$82.83		
E 101-41940-322	Internet Service		\$111.90		
E 101-43100-322	Internet Service		\$49.95		
E 101-42220-321	Telephone		\$38.35		553-5816
<b>Total BEVCOMM WELLS</b>			<b>\$982.14</b>		
<hr/>					
Paid Chk# 043546	1/7/2016	BEVCOMM,INC-B.E.			
E 101-41940-200	Supplies (GENERAL)		\$219.61	4249	Microsoft Office 2013 -Jennie's computer
E 101-41940-200	Supplies (GENERAL)		\$259.39	4249	27" LCD Monitor - Robin
E 101-41940-200	Supplies (GENERAL)		\$413.16	4249	Battery Backup
E 101-41940-200	Supplies (GENERAL)		\$165.54	4249	WatchGuard LiveSecurity Service - 1 yr
E 101-41940-433	Dues, Subs & Fees		\$750.00	4319	contracted computer support
E 101-41940-433	Dues, Subs & Fees		\$50.00	4377	back up recovery server
E 101-41940-433	Dues, Subs & Fees		\$21.25	4390	choicescan email filter
<b>Total BEVCOMM,INC-B.E.</b>			<b>\$1,878.95</b>		
<hr/>					
Paid Chk# 043547	1/7/2016	BROADGREEN PICTURES			
E 101-45182-205	Movies		\$50.38		2015 - due A Walk in the Woods
<b>Total BROADGREEN PICTURES</b>			<b>\$50.38</b>		
<hr/>					
Paid Chk# 043548	1/7/2016	CITY OF WELLS			
E 101-41940-350	Print/Advertising		\$350.00		2016 Flame Theatre ad - Motor Vehicle
E 211-45501-391	Recycling Expense		\$120.00		2015 Commercial Recycling
E 211-45501-390	Garbage Removal Expense		\$250.00		2015 Garbage
E 211-45501-350	Print/Advertising		\$350.00		2016 Theatre advertising
<b>Total CITY OF WELLS</b>			<b>\$1,070.00</b>		
<hr/>					
Paid Chk# 043549	1/7/2016	DIABETIC LIVING MAGAZINE			
E 211-45501-209	Books and Magazines		\$19.97		1 year subscription
<b>Total DIABETIC LIVING MAGAZINE</b>			<b>\$19.97</b>		
<hr/>					
Paid Chk# 043550	1/7/2016	FARIBAULT COUNTY AUDITOR			
E 101-41550-433	Dues, Subs & Fees		\$3,615.16		2016 Ditch Assessments
<b>Total FARIBAULT COUNTY AUDITOR</b>			<b>\$3,615.16</b>		
<hr/>					
Paid Chk# 043551	1/7/2016	FREEBORN COUNTY SHOPPER			
E 101-45182-350	Print/Advertising		\$240.00	59570	December
<b>Total FREEBORN COUNTY SHOPPER</b>			<b>\$240.00</b>		
<hr/>					
Paid Chk# 043552	1/7/2016	GALE/ CENGAGE LEARNING			
E 211-45501-209	Books and Magazines		\$78.37	56884948	
E 211-45501-209	Books and Magazines		\$44.25	56894976	
<b>Total GALE/ CENGAGE LEARNING</b>			<b>\$122.62</b>		
<hr/>					
Paid Chk# 043553	1/7/2016	GOPHER STATE ONE-CALL			
E 101-43100-433	Dues, Subs & Fees		\$8.70	153833	Gopher State 1 locates

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		Check Amt	Invoice	Comment
<b>Total GOPHER STATE ONE-CALL</b>		<b>\$8.70</b>		
<b>Paid Chk#</b>	<b>1/7/2016</b>	<b>HEIMAN FIRE EQUIPMENT,INC</b>		
E 101-42220-220	Repair/Maint Supply (GENERAL)	\$201.95	0841733-IN	
<b>Total</b>	<b>HEIMAN FIRE EQUIPMENT,INC</b>	<b>\$201.95</b>		
<b>Paid Chk#</b>	<b>1/7/2016</b>	<b>HERMAN MFG. COMPANY, INC.</b>		
E 211-45501-220	Repair/Maint Supply (GENERAL)	\$44.79	45964	material for roof safety rail
<b>Total</b>	<b>HERMAN MFG. COMPANY, INC.</b>	<b>\$44.79</b>		
<b>Paid Chk#</b>	<b>1/7/2016</b>	<b>INGRAM,INC</b>		
E 211-45501-209	Books and Magazines	\$14.17	90893844	
E 211-45501-209	Books and Magazines	\$15.78	90893845	
E 211-45501-209	Books and Magazines	\$13.62	90893846	
E 211-45501-209	Books and Magazines	\$9.26	90893847	
<b>Total</b>	<b>INGRAM,INC</b>	<b>\$52.83</b>		
<b>Paid Chk#</b>	<b>1/7/2016</b>	<b>IUOE LOCAL 49 FRINGE BENE FUND</b>		
E 101-41400-130	Employer Paid Ins (GENERAL)	\$1,920.00		February 2016
E 101-41400-131	Employer Paid Ins- Retirees	\$1,060.00		February 2016
E 101-49010-130	Employer Paid Ins (GENERAL)	\$960.00		February 2016
E 101-42110-130	Employer Paid Ins (GENERAL)	\$4,000.00		February 2016
G 101-21707	INSURANCE	\$700.00		February 2016
E 609-49750-130	Employer Paid Ins (GENERAL)	\$960.00		February 2016
G 101-21707	INSURANCE	\$800.00		February 2016
G 609-21707	INSURANCE	\$100.00		February 2016
E 101-43100-130	Employer Paid Ins (GENERAL)	\$3,840.00		February 2016
<b>Total</b>	<b>IUOE LOCAL 49 FRINGE BENE FUND</b>	<b>\$14,340.00</b>		
<b>Paid Chk#</b>	<b>1/7/2016</b>	<b>KBEW RADIO,INC</b>		
E 101-45182-350	Print/Advertising	\$40.00	313328	December
E 609-49750-350	Print/Advertising	\$79.50	313939	December - Holiday Greetings
<b>Total</b>	<b>KBEW RADIO,INC</b>	<b>\$119.50</b>		
<b>Paid Chk#</b>	<b>1/7/2016</b>	<b>KIMPTON, GWEN</b>		
E 211-45501-331	Travel/Meetings	\$24.73		12/15
E 211-45501-331	Travel/Meetings	\$24.73		12/1
E 211-45501-331	Travel/Meetings	\$24.73		12/8
E 211-45501-331	Travel/Meetings	\$24.73		12/22
E 211-45501-331	Travel/Meetings	\$24.73		12/29
<b>Total</b>	<b>KIMPTON, GWEN</b>	<b>\$123.65</b>		
<b>Paid Chk#</b>	<b>1/7/2016</b>	<b>LEAGUE OF MN CITIES</b>		
E 101-41310-433	Dues, Subs & Fees	\$125.00		MCMA 2016 Mid-Winter Professional Development Seminar Registration
<b>Total</b>	<b>LEAGUE OF MN CITIES</b>	<b>\$125.00</b>		
<b>Paid Chk#</b>	<b>1/7/2016</b>	<b>MN STATE FIRE DEPT ASSOC.</b>		
E 101-42220-433	Dues, Subs & Fees	\$170.00		2016 MSFDA Membership Dues
<b>Total</b>	<b>MN STATE FIRE DEPT ASSOC.</b>	<b>\$170.00</b>		
<b>Paid Chk#</b>	<b>1/7/2016</b>	<b>NAPA AUTO PARTS CORP</b>		
E 101-42220-220	Repair/Maint Supply (GENERAL)	\$11.69	458265	
E 101-42220-220	Repair/Maint Supply (GENERAL)	\$19.98	458782	
E 101-42220-220	Repair/Maint Supply (GENERAL)	\$2.99	458802	
<b>Total</b>	<b>NAPA AUTO PARTS CORP</b>	<b>\$34.66</b>		

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JANUARY 2016

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Paid Chk#	Date	Vendor	Check Amt	Invoice	Comment
<b>Paid Chk# 043563 1/7/2016 NEUBAUER OIL,INC</b>					
E 101-42110-217		Other Operating Supplies	\$846.38	1000	
E 101-42220-217		Other Operating Supplies	\$342.21	1001	
<b>Total NEUBAUER OIL,INC</b>			<b>\$1,188.59</b>		
<b>Paid Chk# 043564 1/7/2016 NORTHLAND TRUST SERVICES, INC</b>					
E 327-47000-601		Debt Srv Bond Principal	\$330,000.00	WELLS08A	2008A Bond
E 327-47000-611		Bond Interest	\$7,556.25	WELLS08A	2008A Bond
E 327-47000-601		Debt Srv Bond Principal	(\$300,000.00)	WELLS08A	less cash on hand (escros funds )2008A
E 322-47000-611		Bond Interest	\$2,007.50	WELLS10A	2010A Bond
E 322-47000-601		Debt Srv Bond Principal	\$25,000.00	WELLS10A	2010A Bond
E 324-47000-611		Bond Interest	\$6,297.50	WELLS11B	2011B Bond
E 324-47000-601		Debt Srv Bond Principal	\$100,000.00	WELLS11B	2011B Bond
<b>Total NORTHLAND TRUST SERVICES, INC</b>			<b>\$170,861.25</b>		
<b>Paid Chk# 043565 1/7/2016 PANTHEON COMPUTER SERVICES</b>					
E 211-45501-480		Small Equipment	\$1,757.90	114159	(minus s/t) - 2 staff computers, 2 upgrade to 8gb ram, 23" monitor
<b>Total PANTHEON COMPUTER SERVICES</b>			<b>\$1,757.90</b>		
<b>Paid Chk# 043566 1/7/2016 PARAMOUNT PICTURES CORP</b>					
E 101-45182-205		Movies	\$250.00		Flame Theatre - Daddy's Home play 1/8
<b>Total PARAMOUNT PICTURES CORP</b>			<b>\$250.00</b>		
<b>Paid Chk# 043567 1/7/2016 PARTS CITY AUTO PARTS</b>					
E 101-43100-220		Repair/Maint Supply (GENERAL)	\$20.00	226-113418	wiper blades - 96 1 ton truck
<b>Total PARTS CITY AUTO PARTS</b>			<b>\$20.00</b>		
<b>Paid Chk# 043568 1/7/2016 PEPSI COLA BOTTLING,INC</b>					
E 101-45182-250		Merchandise Resale (GENERAL)	\$157.75	238084	
<b>Total PEPSI COLA BOTTLING,INC</b>			<b>\$157.75</b>		
<b>Paid Chk# 043569 1/7/2016 PHILLIPS WINE AND SPIRITS,INC</b>					
E 609-49750-251		Liquor For Resale	\$249.03	2906256	
<b>Total PHILLIPS WINE AND SPIRITS,INC</b>			<b>\$249.03</b>		
<b>Paid Chk# 043570 1/7/2016 RONS ELECTRIC MOTOR REPAIR</b>					
E 609-49750-401		Repairs/Maint Equipment	\$68.25	15698	fan blade/hub
<b>Total RONS ELECTRIC MOTOR REPAIR</b>			<b>\$68.25</b>		
<b>Paid Chk# 043571 1/7/2016 SCHULTZ, BRYAN</b>					
E 609-49750-520		Buildings and Structures	\$2,300.00		remodel
<b>Total SCHULTZ, BRYAN</b>			<b>\$2,300.00</b>		
<b>Paid Chk# 043572 1/7/2016 SPARKLING IMAGE</b>					
E 101-41940-433		Dues, Subs & Fees	\$30.00	1096	design/print work -Theatre ad
E 609-49750-433		Dues, Subs & Fees	\$30.00	1096	design/print work - Theatre ad
<b>Total SPARKLING IMAGE</b>			<b>\$60.00</b>		
<b>Paid Chk# 043573 1/7/2016 TOTAL GLASS-LOCK, INC</b>					
E 609-49750-520		Buildings and Structures	\$3,650.58	118605	new doors -west and north
<b>Total TOTAL GLASS-LOCK, INC</b>			<b>\$3,650.58</b>		
<b>Paid Chk# 043574 1/7/2016 TRUE VALUE INC</b>					
E 101-45182-200		Supplies (GENERAL)	\$30.76	4546-21	
E 609-49750-220		Repair/Maint Supply (GENERAL)	\$23.48	4546-33	
E 101-49810-200		Supplies (GENERAL)	\$6.48	4546-4	

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			Check Amt	Invoice	Comment
E 609-49750-220	Repair/Maint Supply (GENERAL)		\$128.45	4547-10	
E 101-41940-220	Repair/Maint Supply (GENERAL)		\$0.99	4547-42	
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$21.81	4628-32	
E 101-42220-200	Supplies (GENERAL)		\$30.94	4685-10	
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$119.02	4730-6	
E 211-45501-220	Repair/Maint Supply (GENERAL)		\$36.21	4730-7	
E 101-42110-217	Other Operating Supplies		\$21.96	4732-41	4x ammo 12 GA
	<b>Total TRUE VALUE INC</b>		<b>\$420.10</b>		
<hr/>					
Paid Chk# 043575	1/7/2016	<b>UNIVERSAL FILM EXCHANGES, LLC</b>			
E 101-45182-205	Movies		\$250.00		Flame Theatre - Sisters, play 1/22
	<b>Total UNIVERSAL FILM EXCHANGES, LLC</b>		<b>\$250.00</b>		
<hr/>					
Paid Chk# 043576	1/7/2016	<b>WASECA COUNTY NEWS</b>			
E 101-45182-350	Print/Advertising		\$105.60	55195549	December
	<b>Total WASECA COUNTY NEWS</b>		<b>\$105.60</b>		
<hr/>					
Paid Chk# 043577	1/7/2016	<b>WELLS CHAMBER OF COMMERCE</b>			
E 609-49750-433	Dues, Subs & Fees		\$325.00	447	2016 Membership dues
	<b>Total WELLS CHAMBER OF COMMERCE</b>		<b>\$325.00</b>		
<hr/>					
Paid Chk# 043578	1/7/2016	<b>WELLS FEDERAL BANK/VISA</b>			
E 101-41940-200	Supplies (GENERAL)		\$50.44		Robin purchase @ Office Max
E 101-41900-200	Supplies (GENERAL)		\$432.15		2-36x36 premium thick wrap canvas/ WFD 1st Fire Truck
	<b>Total WELLS FEDERAL BANK/VISA</b>		<b>\$482.59</b>		
<hr/>					
Paid Chk# 043579	1/7/2016	<b>WELLS LIONS CLUB</b>			
E 101-41310-433	Dues, Subs & Fees		\$160.00		2016 Membership dues - Robin Leslie
	<b>Total WELLS LIONS CLUB</b>		<b>\$160.00</b>		
<hr/>					
Paid Chk# 043580	1/7/2016	<b>WELLS MIRROR</b>			
E 101-45182-350	Print/Advertising		\$144.00	7220	December
E 101-43100-350	Print/Advertising		\$117.00	7232	FT Street employment
E 101-41940-350	Print/Advertising		\$76.60	7232	applicants wanted/public hearing
E 101-42220-350	Print/Advertising		\$108.00	7232	Fire Truck for Sale
E 101-42110-350	Print/Advertising		\$60.00	7262	December
E 609-49750-350	Print/Advertising		\$96.00	7285	December
	<b>Total WELLS MIRROR</b>		<b>\$601.60</b>		
<hr/>					
Paid Chk# 043581	1/7/2016	<b>WELLS PUBLIC UTILITIES</b>			
E 602-43250-394	Utility Reimb		\$537.18		
R 101-41940-33640	Pera Increase Aid		\$935.00		Pera Rate Aid
E 609-49750-380	Utility Services (GENERAL)		\$751.77	10-570-1509	
E 101-43100-326	Street Lighting		\$300.31	10-70-1443	
E 101-45200-380	Utility Services (GENERAL)		\$8.68	10-85-2577	
E 101-41940-380	Utility Services (GENERAL)		\$737.24	10-890-1543	
E 101-42220-380	Utility Services (GENERAL)		\$402.00	10-890-1544	
E 101-45182-380	Utility Services (GENERAL)		\$466.73	10-900-2539	
E 101-43100-326	Street Lighting		\$1,691.17	1-1275-135	
E 602-43250-380	Utility Services (GENERAL)		\$11.76	1-1280-139	
E 602-43250-380	Utility Services (GENERAL)		\$23.52	1-710-74	
E 602-43250-380	Utility Services (GENERAL)		\$19.17	1-910-100	
E 101-45200-380	Utility Services (GENERAL)		\$23.52	2-1550-303	
E 101-45200-380	Utility Services (GENERAL)		\$11.76	2-1620-310	
E 101-45200-380	Utility Services (GENERAL)		\$11.76	2-1630-311	
E 101-45200-380	Utility Services (GENERAL)		\$29.26	2-1640-4365	

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E 602-43250-380 Utility Services (GENERAL)	\$24.55	3-1582-5551	
E 101-43100-380 Utility Services (GENERAL)	\$28.04	4-175-2233	
E 101-42700-380 Utility Services (GENERAL)	\$141.71	4-275-2359	
E 101-43100-380 Utility Services (GENERAL)	\$345.37	4-280-540	
E 101-42220-380 Utility Services (GENERAL)	\$229.15	5-100-701	
E 101-45200-380 Utility Services (GENERAL)	\$16.33	5-1360-840	
E 101-45124-380 Utility Services (GENERAL)	\$11.76	5-1370-841	
E 101-41900-380 Utility Services (GENERAL)	\$537.60	5-40-694	
E 101-45200-380 Utility Services (GENERAL)	\$11.76	5-890-788	
E 101-45200-380 Utility Services (GENERAL)	\$81.24	6-540-924	
E 602-43250-380 Utility Services (GENERAL)	\$11.76	6-65-5638	
E 101-43100-326 Street Lighting	\$1,916.95	6-70-863	
E 101-45200-380 Utility Services (GENERAL)	\$11.76	6-730-943	
E 101-45200-380 Utility Services (GENERAL)	\$11.76	6-740-944	
E 101-45200-380 Utility Services (GENERAL)	\$25.51	6-750-945	
E 101-45200-380 Utility Services (GENERAL)	\$20.44	6-770-947	
E 101-45200-380 Utility Services (GENERAL)	\$19.84	8-1440-1325	
E 101-43100-326 Street Lighting	\$283.92	8-912-5713	
E 211-45501-380 Utility Services (GENERAL)	\$310.96	9-170-1345	
E 101-43100-326 Street Lighting	\$300.31	9-600-1410	
<b>Total WELLS PUBLIC UTILITIES</b>	<b>\$10,301.55</b>		
<hr/>			
Paid Chk# 043582	1/7/2016	<b>WILSON THEATRE SERVICE</b>	
E 101-45182-433 Dues, Subs & Fees	\$130.00	177366	January 2016 booking
<b>Total WILSON THEATRE SERVICE</b>	<b>\$130.00</b>		
<hr/>			
Paid Chk# 043583	1/7/2016	<b>AMERICAN PLANNING ASSOCIATION</b>	
E 101-41310-433 Dues, Subs & Fees	\$270.00	129935-15104	2016 APA Membership-Robin Leslie
E 101-41310-433 Dues, Subs & Fees	\$145.00	129935-15104	2016 AICP Membership-Robin Leslie
E 101-41310-433 Dues, Subs & Fees	\$50.00	129935-15104	MN Chapter-Robin Leslie
<b>Total AMERICAN PLANNING ASSOCIATION</b>	<b>\$465.00</b>		
<hr/>			
Paid Chk# 043584	1/11/2016	<b>BECKMANN, MICHAEL</b>	
E 606-45182-111 Contracted Services	\$60.00		2x Flame Theatre movie set up/take down
<b>Total BECKMANN, MICHAEL</b>	<b>\$60.00</b>		
<hr/>			
Paid Chk# 043585	1/11/2016	<b>BERG, SCOTT</b>	
E 609-49750-321 Telephone	\$35.00		
<b>Total BERG, SCOTT</b>	<b>\$35.00</b>		
<hr/>			
Paid Chk# 043586	1/11/2016	<b>BRENEGAN, TIM</b>	
E 101-42110-321 Telephone	\$35.00		
<b>Total BRENEGAN, TIM</b>			
<hr/>			
Paid Chk# 043587	1/11/2016	<b>LESLIE, ROBIN</b>	
E 101-41310-331 Travel/Meetings	\$64.80		to pick up laptop at Shakopee Best Buy-1/10/16
E 101-41310-323 Vehicle Expense	\$50.00		
<b>Total LESLIE, ROBIN</b>	<b>\$114.80</b>		
<hr/>			
Paid Chk# 043588	1/11/2016	<b>TRANSAMERICA LIFE INSURANCE CO</b>	
<b>otal TRANSAMERICA LIFE INSURANCE CO</b>			
<hr/>			
Paid Chk# 043589	1/11/2016	<b>WELLS FEDERAL BANK/VISA</b>	
G 602-10101 Wells Federal	\$880.64		

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		Check Amt	Invoice	Comment
G 101-10101	Wells Federal	\$16,657.41		
G 211-10101	Wells Federal	\$1,923.60		
G 609-10101	Wells Federal	\$3,932.19		
<b>Total WELLS FEDERAL BANK/VISA</b>		<b>\$23,393.84</b>		
<hr/>				
Paid Chk#	043590	1/11/2016	BRANDENBURG, RICHARD	
E 101-43100-	200	Supplies	\$98.99	2016 clothing -
<b>Total BRANDENBURG, RICHARD</b>		<b>\$98.99</b>		
<hr/>				
Paid Chk#	043591	1/12/2016	JOHNSON, MICHAEL	
G 101-21707	INSURANCE	\$100.00		refund December 2015 payroll deduct - insurance start 1/1/16 (verified w union)
<b>Total JOHNSON, MICHAEL</b>		<b>\$100.00</b>		
<hr/>				
Paid Chk#	043592	1/15/2016	ALEX AIR APPARATUS, INC	
E 101-42220-401	Repairs/Maint Equipment	\$575.00	999150	compressor service - air quality test
<b>Total ALEX AIR APPARATUS, INC</b>		<b>\$575.00</b>		
<hr/>				
Paid Chk#	043593	1/15/2016	BREAKTHRU BEVERAGE	
E 609-49750-251	Liquor For Resale	\$1,505.85	1080419307	
E 609-49750-251	Liquor For Resale	(\$84.76)	2080103268	
<b>Total BREAKTHRU BEVERAGE</b>		<b>\$1,421.09</b>		
<hr/>				
Paid Chk#	043594	1/15/2016	CARGIL, INCORPORATED	
E 101-43100-224	Street Maint Materials	\$5,264.85	2902617696	50 ton contracted road salt
<b>Total CARGIL, INCORPORATED</b>		<b>\$5,264.85</b>		
<hr/>				
Paid Chk#	043595	1/15/2016	COALITION OF GREAT MN CITIES	
E 101-41940-433	Dues, Subs & Fees	\$1,111.00		2016 CGMC DUES ASSESSMENTS
<b>Total COALITION OF GREAT MN CITIES</b>		<b>\$1,111.00</b>		
<hr/>				
Paid Chk#	043596	1/15/2016	CORY REFRIGERATION & HEATING	
E 609-49750-400	Repairs & Maint Cont (GENERAL	\$360.00	1932	2015-after hours refrigeration labor - walk in cooler
<b>Total CORY REFRIGERATION &amp; HEATING</b>		<b>\$360.00</b>		
<hr/>				
Paid Chk#	043597	1/15/2016	CULLIGAN WATER COND, INC	
E 101-41940-221	Operating Maintenance	\$45.43	99642142	
E 101-43100-221	Operating Maintenance	\$49.25	99642894	
<b>Total CULLIGAN WATER COND, INC</b>		<b>\$94.68</b>		
<hr/>				
Paid Chk#	043598	1/15/2016	DULAS EXCAVATING, INC.	
E 101-43100-327	Snow Removal	\$1,600.00	W150230	downtown blowing - snow fall 12/29/15
<b>Total DULAS EXCAVATING, INC.</b>		<b>\$1,600.00</b>		
<hr/>				
Paid Chk#	043599	1/15/2016	FARIBAULT COUNTY REGISTER INC	
E 101-45182-350	Print/Advertising	\$152.00		December
<b>Total FARIBAULT COUNTY REGISTER INC</b>		<b>\$152.00</b>		
<hr/>				
Paid Chk#	043600	1/15/2016	INDIAN ISLAND WINERY	
E 609-49750-253	Wine For Resale	\$593.76	2897	
E 609-49750-253	Wine For Resale	\$111.84	2898	
<b>Total INDIAN ISLAND WINERY</b>		<b>\$705.60</b>		
<hr/>				
Paid Chk#	043601	1/15/2016	JJ TAYLOR DIST. OF MN	
E 609-49750-252	Beer For Resale	\$144.40	2468004	
<b>Total JJ TAYLOR DIST. OF MN</b>		<b>\$144.40</b>		

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Paid Chk#	Date	Company Name	Check Amt	Invoice	Comment
Paid Chk# 043602	1/15/2016	JOHNSON BROS LIQUOR CO, INC			
E 609-49750-251		Liquor For Resale	\$2,368.59	5344468	
E 609-49750-253		Wine For Resale	\$629.80	5344468	
<b>Total</b>		<b>JOHNSON BROS LIQUOR CO, INC</b>	<b>\$2,998.39</b>		
Paid Chk# 043603	1/15/2016	KRIEGER BEVERAGES COMPANY,INC			
E 609-49750-252		Beer For Resale	\$655.85	126375	
<b>Total</b>		<b>KRIEGER BEVERAGES COMPANY,INC</b>	<b>\$655.85</b>		
Paid Chk# 043604	1/15/2016	LOCHER BROS.,INC			
E 609-49750-252		Beer For Resale	\$1,672.80	1014153	
<b>Total</b>		<b>LOCHER BROS.,INC</b>	<b>\$1,672.80</b>		
Paid Chk# 043605	1/15/2016	MATHESON TRI-GAS INC			
E 101-43100-221		Operating Maintenance	\$25.19	12594225	
<b>Total</b>		<b>MATHESON TRI-GAS INC</b>	<b>\$25.19</b>		
Paid Chk# 043606	1/15/2016	MN CHIEFS OF POLICE ASSN.			
E 101-42110-433		Dues, Subs & Fees	\$230.00	2016	2016 Membership -
<b>Total</b>		<b>MN CHIEFS OF POLICE ASSN.</b>	<b>\$230.00</b>		
Paid Chk# 043607	1/15/2016	MN MUNICIPAL UTILITIES ASSOC			
E 101-41940-433		Dues, Subs & Fees	\$825.00	46595	1st Qtr 2016-Safety Management Program
E 101-43100-433		Dues, Subs & Fees	\$825.00	46595	1st Qtr 2016-Safety Management Program
E 101-42110-433		Dues, Subs & Fees	\$825.00	46595	1st Qtr 2016-Safety Management Program
<b>Total</b>		<b>MN MUNICIPAL UTILITIES ASSOC</b>	<b>\$2,475.00</b>		
Paid Chk# 043608	1/15/2016	NEUBAUER OIL,INC			
E 101-43100-217		Other Operating Supplies	\$925.80	1002	
<b>Total</b>		<b>NEUBAUER OIL,INC</b>	<b>\$925.80</b>		
Paid Chk# 043609	1/15/2016	NORTHLAND CHEMICAL CORP.			
E 101-43100-220		Repair/Maint Supply (GENERAL)	\$115.35	5060038	degreaser truck wash
<b>Total</b>		<b>NORTHLAND CHEMICAL CORP.</b>	<b>\$115.35</b>		
Paid Chk# 043610	1/15/2016	OFFICE DEPOT			
E 101-41940-200		Supplies (GENERAL)	\$41.57	815342731001	2016 supplies
E 101-41940-480		Small Equipment	\$599.99	815611640001	Epson projector
E 101-41940-200		Supplies (GENERAL)	\$27.99	815611640001	supplies
<b>Total</b>		<b>OFFICE DEPOT</b>	<b>\$669.55</b>		
Paid Chk# 043611	1/15/2016	PHILLIPS WINE AND SPIRITS,INC			
E 609-49750-253		Wine For Resale	\$307.00	2910593	
E 609-49750-251		Liquor For Resale	\$730.44	2910593	
<b>Total</b>		<b>PHILLIPS WINE AND SPIRITS,INC</b>	<b>\$1,037.44</b>		
Paid Chk# 043612	1/15/2016	PIZZA CORNER FROZEN PIZZA			
E 609-49750-250		Merchandise Resale (GENERAL)	\$98.00	301466	
<b>Total</b>		<b>PIZZA CORNER FROZEN PIZZA</b>	<b>\$98.00</b>		
Paid Chk# 043613	1/15/2016	SCHROEDER ELECTRIC OF EASTON			
E 211-45501-400		Repairs & Maint Cont (GENERAL)	\$188.81	15477	install new motor on bath fan
E 101-42500-401		Repairs/Maint Equipment	\$460.29	15493	service for siren - located near USC
<b>Total</b>		<b>SCHROEDER ELECTRIC OF EASTON</b>	<b>\$649.10</b>		
Paid Chk# 043614	1/15/2016	SOUTHERN WINE & SPIRITS OF MN			
E 609-49750-251		Liquor For Resale	\$642.44	1364728	

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<b>Total SOUTHERN WINE &amp; SPIRITS OF MN</b>		<b>\$642.44</b>		
Paid Chk#	043615	1/15/2016	STAR EAGLE	
E 101-45182-350	Print/Advertising	\$156.25	24460	December
<b>Total STAR EAGLE</b>		<b>\$156.25</b>		
Paid Chk#	043616	1/15/2016	WASTE MANAGEMENT,INC	
E 101-41940-390	Garbage Removal Expense	\$178.75	6785104-1779-	December 2015
E 101-41900-390	Garbage Removal Expense	\$125.07	6785105-1779-	December 2015
E 609-49750-390	Garbage Removal Expense	\$55.31	6785106-1779-	December 2015
E 101-42220-390	Garbage Removal Expense	\$160.36	6785107-1779-	December 2015
E 101-43100-390	Garbage Removal Expense	\$102.60	6785108-1779-	December 2015
<b>Total WASTE MANAGEMENT,INC</b>		<b>\$622.09</b>		
Paid Chk#	043617	1/15/2016	ZIEGLER, INC	
E 101-43100-220	Repair/Maint Supply (GENERAL)	\$114.49	PC240066504	coolant and hydrolic oil for loader
<b>Total ZIEGLER, INC</b>		<b>\$114.49</b>		
Paid Chk#	043618	1/19/2016	NEUBAUER, ERIC	
<b>Total NEUBAUER, ERIC</b>				
Paid Chk#	043619	1/21/2016	A+ SECURITY, INC	
E 609-49750-433	Dues, Subs & Fees	\$70.38	M8156	1/1/16-1/31/16 - Central Monitoring of Alarm System
<b>Total A+ SECURITY, INC</b>		<b>\$70.38</b>		
Paid Chk#	043620	1/21/2016	BLAKE GREENFIELD CHEVROLET	
E 101-43100-401	Repairs/Maint Equipment	\$75.57	366	2011 Chevy - spare tire replacement cable lift
<b>Total BLAKE GREENFIELD CHEVROLET</b>		<b>\$75.57</b>		
Paid Chk#	043621	1/21/2016	BRANDENBURG, RICHARD	
<b>Total BRANDENBURG, RICHARD</b>				
Paid Chk#	043622	1/21/2016	BREAKTHRU BEVERAGE	
E 609-49750-251	Liquor For Resale	\$2,671.70	1080425098	
<b>Total BREAKTHRU BEVERAGE</b>		<b>\$2,671.70</b>		
Paid Chk#	043623	1/21/2016	DITTRICH	
E 211-45501-400	Repairs & Maint Cont (GENERAL)	\$508.00	5632	frozen pipes
<b>Total DITTRICH</b>		<b>\$508.00</b>		
Paid Chk#	043624	1/21/2016	FLATLINE DESIGNS	
E 428-42220-500	Capital Outlay	\$900.00	2016926	golf leaf, reflective white and printed graphics on aelial unit 538
<b>Total FLATLINE DESIGNS</b>		<b>\$900.00</b>		
Paid Chk#	043625	1/21/2016	FLEET SERVICES	
E 101-42110-433	Dues, Subs & Fees	\$691.30	2016060048	9084
E 101-42110-433	Dues, Subs & Fees	\$638.60	2016060048	8635
<b>Total FLEET SERVICES</b>		<b>\$1,329.90</b>		
Paid Chk#	043626	1/21/2016	FRUNDT & JOHNSON, LTD	
E 101-41940-304	Legal Fees	\$223.60	42303.115100	annexation of City owned land
E 101-41940-304	Legal Fees	\$22.10	42303.115104	Hazardous building - Patricia Johnson
E 101-42110-304	Legal Fees	\$1,000.00	442303.10802	2015-November & December retainer
E 101-41940-200	Supplies (GENERAL)	\$0.37	442303.10802	phone expense

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			Check Amt	Invoice	Comment
E 101-41940-304	Legal Fees		\$700.00	442303.10802	2015-November & December retainer
E 101-41110-304	Legal Fees		\$300.00	442303.10802	2015-November & December retainer
<b>Total FRUNDT &amp; JOHNSON, LTD</b>			<b>\$2,246.07</b>		
<hr/>					
Paid Chk#	043627	1/21/2016	<b>HEIMAN FIRE EQUIPMENT, INC</b>		
E 101-42220-220	Repair/Maint Supply (GENERAL)		(\$588.62)	0841907-IN	hose
E 101-42220-220	Repair/Maint Supply (GENERAL)		\$588.62	0841907-IN	hose
E 428-42220-500	Capital Outlay		\$588.62	0841907-IN	hose
E 101-42220-220	Repair/Maint Supply (GENERAL)		\$177.04	0841967-IN	2x leather helmet front
<b>Total HEIMAN FIRE EQUIPMENT, INC</b>			<b>\$765.66</b>		
<hr/>					
Paid Chk#	043628	1/21/2016	<b>HOMETOWN SANITATION SERVICES</b>		
E 609-49750-391	Recycling Expense		\$32.26	165816	Liquor Store
E 606-45182-391	Recycling Expense		\$16.13	165817	Flare
E 101-41940-391	Recycling Expense		\$16.13	165817	City Hall
<b>Total HOMETOWN SANITATION SERVICES</b>			<b>\$64.52</b>		
<hr/>					
Paid Chk#	043629	1/21/2016	<b>KLOOS, JENNIE</b>		
E 101-41400-331	Travel/Meetings		\$39.96		mileage to audit training
<b>Total KLOOS, JENNIE</b>			<b>\$39.96</b>		
<hr/>					
Paid Chk#	043630	1/21/2016	<b>KRIEGER BEVERAGES COMPANY, INC</b>		
E 609-49750-252	Beer For Resale		\$707.42	126473	
E 609-49750-252	Beer For Resale		\$5,089.70	126580	
<b>otal KRIEGER BEVERAGES COMPANY, INC</b>			<b>\$5,797.12</b>		
<hr/>					
Paid Chk#	043631	1/21/2016	<b>LOCHER BROS., INC</b>		
E 609-49750-251	Liquor For Resale		\$92.40	1016208	
E 609-49750-252	Beer For Resale		\$1,773.20	1016208	
E 609-49750-251	Liquor For Resale		\$72.00	1016256	
E 609-49750-252	Beer For Resale		\$655.70	1016256	
<b>Total LOCHER BROS., INC</b>			<b>\$2,593.30</b>		
<hr/>					
Paid Chk#	043632	1/21/2016	<b>MAPLE RIVER MESSENGER</b>		
E 101-45182-350	Print/Advertising		\$120.00	3471	December
<b>Total MAPLE RIVER MESSENGER</b>			<b>\$120.00</b>		
<hr/>					
Paid Chk#	043633	1/21/2016	<b>MARSHALL AREA CHAMBER/VISITORS</b>		
E 101-42110-332	Education/Training		\$275.00	15497	Merit Center open enrollment for courses - Jeremy Haugh
<b>otal MARSHALL AREA CHAMBER/VISITORS</b>			<b>\$275.00</b>		
<hr/>					
Paid Chk#	043634	1/21/2016	<b>MEDIACOM</b>		
E 101-42110-322	Internet Service		\$19.95	0090056	
<b>Total MEDIACOM</b>			<b>\$19.95</b>		
<hr/>					
Paid Chk#	043635	1/21/2016	<b>MN DEPUTY REGISTRAR ASSOC.</b>		
E 101-49010-433	Dues, Subs & Fees		\$173.00		2016 dues - 10,415 transactions
<b>Total MN DEPUTY REGISTRAR ASSOC.</b>			<b>\$173.00</b>		
<hr/>					
Paid Chk#	043636	1/21/2016	<b>MN ENERGY RESOURCES</b>		
E 101-42220-380	Utility Services (GENERAL)		\$366.12	4010162-8	reading 11/29/15-1/3/16
E 101-45124-380	Utility Services (GENERAL)		\$50.64	4017261-1	reading 11/29/15-1/3/16
E 101-43100-380	Utility Services (GENERAL)		\$100.00	4099885-8	reading 11/29/15-1/3/16
E 101-45182-380	Utility Services (GENERAL)		\$360.60	4105729-0	reading 11/29/15-1/3/16
E 101-41940-380	Utility Services (GENERAL)		\$360.60	4105729-0	reading 11/29/15-1/3/16
E 101-41900-380	Utility Services (GENERAL)		\$277.40	4108805-5	reading 11/29/15-1/3/16
E 101-43100-380	Utility Services (GENERAL)		\$208.81	4112797-8	reading 11/29/15-1/3/16

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			Check Amt	Invoice	Comment
E 101-45200-380	Utility Services (GENERAL)		\$28.55	4142308-8	reading 11/29/15-1/3/16
E 609-49750-380	Utility Services (GENERAL)		\$377.65	4172835-3	reading 11/29/15-1/3/16
E 211-45501-380	Utility Services (GENERAL)		\$304.68	4201159-3	reading 11/29/15-1/3/16
E 101-45200-380	Utility Services (GENERAL)		\$21.38	4234024-0	reading 11/29/15-1/3/16
E 101-43100-380	Utility Services (GENERAL)		\$117.63	4349790-8	reading 11/29/15-1/3/16
<b>Total MN ENERGY RESOURCES</b>			<b>\$2,574.06</b>		
<hr/>					
Paid Chk# 043637	1/21/2016	<b>NEUBAUER, ERIC</b>			
E 101-42110-331	Travel/Meetings		\$20.23		training 1/11-1/12
<b>Total NEUBAUER, ERIC</b>			<b>\$20.23</b>		
<hr/>					
Paid Chk# 043638	1/21/2016	<b>NORTHLAND SECURITIES, INC</b>			
E 101-41940-305	Other Professional Services		\$435.00	4422	annual continuing disclosure reporting for fiscal YE 12/31/14 (posted 11/2/15)
<b>Total NORTHLAND SECURITIES, INC</b>			<b>\$435.00</b>		
<hr/>					
Paid Chk# 043639	1/21/2016	<b>OFFICE DEPOT</b>			
E 101-41940-200	Supplies (GENERAL)		\$188.89	815870914001	
E 101-41940-200	Supplies (GENERAL)		\$133.44	816618228001	
E 101-41940-200	Supplies (GENERAL)		\$44.96	816618440001	
E 101-41940-200	Supplies (GENERAL)		\$299.99	816620632001	
E 101-41940-200	Supplies (GENERAL)		\$314.99	816621173001	
E 101-41940-200	Supplies (GENERAL)		\$114.43	817133431001	
E 101-41940-200	Supplies (GENERAL)		\$83.97	817846532001	
<b>Total OFFICE DEPOT</b>			<b>\$1,180.67</b>		
<hr/>					
Paid Chk# 043640	1/21/2016	<b>PARTS CITY AUTO PARTS</b>			
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$47.63	226-113690	2011 Chevy -fuel filter
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$11.84	226-113691	plow pick up - transmission filter
E 101-43100-220	Repair/Maint Supply (GENERAL)		\$1.32	226-113882	wiper hose sprayer
<b>Total PARTS CITY AUTO PARTS</b>			<b>\$60.79</b>		
<hr/>					
Paid Chk# 043641	1/21/2016	<b>PEPSI COLA BOTTLING,INC</b>			
E 101-45182-250	Merchandise Resale (GENERAL)		\$586.90	260564	
E 101-41940-250	Merchandise Resale (GENERAL)		\$139.75	269332	
E 101-45182-250	Merchandise Resale (GENERAL)		\$100.40	269333	
E 609-49750-250	Merchandise Resale (GENERAL)		\$167.45	276374	
<b>Total PEPSI COLA BOTTLING,INC</b>			<b>\$994.50</b>		
<hr/>					
Paid Chk# 043642	1/21/2016	<b>PYZICK, MICHAEL</b>			
<b>Total PYZICK, MICHAEL</b>					
<hr/>					
Paid Chk# 043643	1/21/2016	<b>QUILL CORP.</b>			
E 101-41940-200	Supplies (GENERAL)		\$16.99	2074604	
E 101-41940-200	Supplies (GENERAL)		\$30.38	2104012	
E 101-41940-200	Supplies (GENERAL)		\$25.98	2162286	
E 101-41940-200	Supplies (GENERAL)		(\$27.77)	285722	
<b>Total QUILL CORP.</b>			<b>\$45.58</b>		
<hr/>					
Paid Chk# 043644	1/21/2016	<b>TASER INTERNATIONAL</b>			
E 101-42110-480	Small Equipment		\$511.55	1424530	cartridget - simulation (20)
<b>Total TASER INTERNATIONAL</b>			<b>\$511.55</b>		
<hr/>					
Paid Chk# 043645	1/21/2016	<b>UNUM LIFE INSURANCE OF AMERICA</b>			
E 101-41400-130	Employer Paid Ins (GENERAL)		\$19.00	418781-001 4	2/1/16-2/29/16
E 609-49750-130	Employer Paid Ins (GENERAL)		\$19.00	418781-001 4	2/1/16-2/29/16

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E 101-49010-130	Employer Paid Ins (GENERAL)	\$9.50	418781-001 4	2/1/16-2/29/16
E 101-42110-130	Employer Paid Ins (GENERAL)	\$28.50	418781-001 4	2/1/16-2/29/16
E 101-43100-130	Employer Paid Ins (GENERAL)	\$38.00	418781-001 4	2/1/16-2/29/16
E 101-41310-130	Employer Paid Ins (GENERAL)	\$8.50	418781-001 4	2/1/16-2/29/16
Total UNUM LIFE INSURANCE OF AMERICA		\$122.50		
<hr/>				
Paid Chk# 043646	1/21/2016	VERIZON WIRELESS		
E 101-42110-321	Telephone	\$32.49		507-525-2416
E 101-43100-321	Telephone	\$32.49		507-525-2418
E 101-42110-321	Telephone	\$32.49		507-525-2415
E 101-43100-321	Telephone	\$32.49		507-525-2419
E 101-42220-321	Telephone	\$32.49		507-330-6189
E 101-42110-322	Internet Service	\$35.01		data card
E 101-43100-321	Telephone	\$32.49		507-525-5025
E 101-43100-321	Telephone	\$32.49		507-525-7890
E 101-42110-322	Internet Service	\$35.01		police jetpack
Total VERIZON WIRELESS		\$297.45		
<hr/>				
Paid Chk# 043647	1/21/2016	WELLS MIRROR		
E 101-41940-350	Print/Advertising	\$73.95	6563	ad for bids - sidewalk
E 101-43100-350	Print/Advertising	\$33.00	7063	employment -streets
E 101-41940-350	Print/Advertising	\$36.00	7063	board applicants
E 101-43100-350	Print/Advertising	\$39.00	7063	FT Streets - employment
E 101-41940-350	Print/Advertising	\$102.00	7063	no parking
E 101-43100-350	Print/Advertising	\$39.00	7063	FT Streets - employment
E 101-41940-350	Print/Advertising	\$102.00	7063	no parking
E 101-41940-350	Print/Advertising	\$102.00	7063	no parking
E 101-41940-350	Print/Advertising	\$14.50	7063	2017 hwy 109 layout
Total WELLS MIRROR		\$541.45		
<hr/>				
Paid Chk# 043648	1/21/2016	FARIBAULT COUNTY SOLID WASTE		
VOID				
Total FARIBAULT COUNTY SOLID WASTE				
<hr/>				
Paid Chk# 043649	1/21/2016	ALBERT LEA TRIBUNE		
E 211-45501-209	Books and Magazines	\$183.00		1 year subscription
Total ALBERT LEA TRIBUNE		\$183.00		
<hr/>				
Paid Chk# 043650	1/21/2016	ALL PETS MEDICINE		
E 101-42700-111	Contracted Services	\$82.39	85652	orange cat 1/13/16
E 101-42700-111	Contracted Services	\$55.00	85653	black and white 1/19/16
Total ALL PETS MEDICINE		\$137.39		
<hr/>				
Paid Chk# 043651	1/21/2016	BETO, TAMI		
E 211-45501-331	Travel/Meetings	\$43.20		1/15/16
E 211-45501-331	Travel/Meetings	\$48.60		1/14/16
Total BETO, TAMI		\$91.80		
<hr/>				
Paid Chk# 043652	1/21/2016	DEMCO, INC.		
E 211-45501-200	Supplies (GENERAL)	\$140.38	5775009	
Total DEMCO, INC.		\$140.38		
<hr/>				
Paid Chk# 043653	1/21/2016	GALE/ CENGAGE LEARNING		
E 211-45501-209	Books and Magazines	\$50.03	57017083	
Total GALE/ CENGAGE LEARNING		\$50.03		
<hr/>				
Paid Chk# 043654	1/21/2016	HEIMAN FIRE EQUIPMENT, INC		

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		Check Amt	Invoice	Comment
E 428-42220-500	Capital Outlay	\$165.30	842130	wrench - new aerial
<b>Total HEIMAN FIRE EQUIPMENT,INC</b>		<b>\$165.30</b>		
<hr/>				
Paid Chk# 043655	1/21/2016	INGRAM,INC		
E 211-45501-209	Books and Magazines	\$8.99	91061680	
E 211-45501-209	Books and Magazines	\$18.58	91061681	
E 211-45501-209	Books and Magazines	\$13.59	91061682	
E 211-45501-209	Books and Magazines	\$3.81	91061683	
E 211-45501-209	Books and Magazines	\$15.26	91089072	
E 211-45501-209	Books and Magazines	\$15.26	91089073	
E 211-45501-209	Books and Magazines	\$211.90	91089074	
E 211-45501-209	Books and Magazines	\$21.97	91141691	
E 211-45501-209	Books and Magazines	\$15.78	91347350	
E 211-45501-209	Books and Magazines	\$27.38	91347351	
<b>Total INGRAM,INC</b>		<b>\$352.52</b>		
<hr/>				
Paid Chk# 043656	1/21/2016	KIMPTON, GWEN		
E 211-45501-331	Travel/Meetings	\$23.22		1/5/16
E 211-45501-331	Travel/Meetings	\$23.22		1/12/16
E 211-45501-331	Travel/Meetings	\$23.22		1/19/16
<b>Total KIMPTON, GWEN</b>		<b>\$69.66</b>		
<hr/>				
Paid Chk# 043657	1/21/2016	MARCO BUSINESS PRODUCTS INC		
E 101-41940-433	Dues, Subs & Fees	\$1,107.62	296269251	
<b>Total MARCO BUSINESS PRODUCTS INC</b>		<b>\$1,107.62</b>		
<hr/>				
Paid Chk# 043658	1/21/2016	METRO SALES, INC		
E 211-45501-220	Repair/Maint Supply (GENERAL)	\$121.90	435371	
<b>Total METRO SALES, INC</b>		<b>\$121.90</b>		
<hr/>				
Paid Chk# 043659	1/21/2016	WELLS FEDERAL BANK/VISA		
E 211-45501-210	DVD s	\$463.41		
E 211-45501-321	Telephone	\$16.95		
E 211-45501-204	Special Prog/Proj (pass thru)	\$14.96		
E 211-45501-220	Repair/Maint Supply (GENERAL)	\$141.59		
E 211-45501-200	Supplies (GENERAL)	\$7.80		
<b>Total WELLS FEDERAL BANK/VISA</b>		<b>\$644.71</b>		
<hr/>				
Paid Chk# 043660	1/25/2016	WELLS FEDERAL BANK/VISA		
G 101-10101	Wells Federal	\$14,911.18		
G 211-10101	Wells Federal	\$2,133.03		
G 602-10101	Wells Federal	\$880.64		
G 609-10101	Wells Federal	\$3,891.42		
<b>Total WELLS FEDERAL BANK/VISA</b>		<b>\$21,816.27</b>		
<hr/>				
Paid Chk# 043662	1/21/2016	BECKMANN, MICHAEL		
E 606-45182-111	Contracted Services	\$60.00		2x Flame Theatre movie set up/take down
<b>Total BECKMANN, MICHAEL</b>		<b>\$60.00</b>		
<hr/>				
Paid Chk# 043663	1/28/2016	WARNER BROS. DISTRIBUTING INC		
E 606-45182-205	Movies	\$605.43		Flame Theatre - The Good Dino - 50%
<b>Total WARNER BROS. DISTRIBUTING INC</b>		<b>\$605.43</b>		
<hr/>				
Paid Chk# 043664	1/29/2016	UNIVERSAL FILM EXCHANGES, LLC		
E 606-45182-205	Movies	\$181.89		Flame Theatre - Sisters, 40%
<b>Total UNIVERSAL FILM EXCHANGES, LLC</b>		<b>\$181.89</b>		

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	Check Amt	Invoice	Comment
Paid Chk# 043665 1/29/2016 PARAMOUNT PICTURES CORP			
E 606-45182-205 Movies	\$315.81		Flame Theatre - Daddy's Home - 40%
<b>Total PARAMOUNT PICTURES CORP</b>	<b>\$315.81</b>		
<b>10100 CHECKING &amp; SAVINGS</b>	<b>\$382,647.87</b>		

Fund Summary

<u>10100 CHECKING &amp; SAVINGS</u>	
101 GENERAL FUND	\$151,530.57
211 LIBRARY	\$9,984.15
322 2010A GO Improvement Bond	\$27,007.50
324 2011B GoBond (refund 04A&06A)	\$106,297.50
327 2014 GO Improvement Bond	\$37,556.25
428 2015 Capital Project Costs	\$1,653.92
602 SEWER FUND	\$2,389.22
606 THEATRE	\$1,777.24
609 MUNICIPAL LIQUOR FUND	\$44,451.52
620 RECYCLING FUND	\$0.00
	<u>\$382,647.87</u>

## February 1, 2016 Meeting of the Wells Historical Society at the Wells Depot Museum

Present at the meeting were Ila Teskey, Carmen Meyer, Joan Stern, Mike Beckmann, Betsy Hermanson, Mary Smalley, Gary Kauffmann, Ryan Feist, and Fran Wilder.

President Ila Teskey called the meeting to order. The secretary's report was approved after a motion by Carmen, seconded by Gary.

The treasurer's report showed a balance of \$14,273.30 for WHS. The report was approved after a motion by Mike, seconded by Ryan. The treasurer's report showed a balance of \$31,447.64 for the Veterans Memorial. The report was approved after a motion by Betsy, seconded by Mary.

The bills were presented for payment. Motion to pay bills for the Depot Museum by Fran, seconded by Gary and approved. The bills were presented for payment for the Veterans Memorial. A motion to pay these bills by Mary, seconded by Betsy and approved. A motion was presented to pay advertising bills coming up for the month by Carmen, seconded by Mike and approved.

### Depot Museum

Wells Public Utilities (auto pay)	\$148.55
Plunketts	36.40
Mike Beckmann (envelopes)	4.59
Wells Post Office (stamps)	49.00
<b>Total:</b>	<b>\$238.54</b>

### Veterans Memorial

Wells Utilities (auto pay)	\$21.79
<b>Total:</b>	<b>\$21.79</b>

**Membership Report:** Thanks for the renewals.

**Museum Report:** Workers: Fridays: Betsy Hermanson, Mary Smalley, Kathy Ayers

Saturday Feb 6th - Harold and Karen Niebuhr; Betsy unlock/lock

Saturday Feb 13<sup>th</sup> - Megan Boeck; Mike unlock/lock

Saturday Feb 20<sup>th</sup> - Fran Wilder; Carmen unlock/lock

Saturday Feb 27<sup>th</sup> - Gene Hassing; Ila unlock/lock

If you would like to volunteer to work at the museum, please call a committee member.

The depot had 18 visitors last month. David Roberts brought in some items, including a picture of a Model A Ford parked in front of the depot.

**Area Veterans Memorial:** There are some dying trees along the east side of the memorial. Samples were sent in to a lab to check for diseases, etc. Results showed nothing. Will be planting grass where they are located.

**Kiosk for Bike Trail:** The mapping committee met. Betsy will be working on a short information sign about the history of the depot to attach to the kiosk.

**New Business:** It was discussed about erecting something permanent to detour snowmobilers from riding across the depot and any unnecessary places along the memorial. Maybe erecting hitching posts?

■ We are in need of some interesting articles, stories and/or pictures for the next newsletter. Please feel free to send them to Joan or Betsy or one of the committee members. The next one comes out in April and it is always nice to get a head start on it. ■

Meeting was adjourned by Ryan, seconded by Gary and approved. Next meeting will be March 7<sup>th</sup> at 7:00pm at the Wells Depot Museum.

The Wells Public Utilities met in regular session on Tuesday, January 5, 2016 with the following members present: Ron Hartman, Darin Magnuson, Dave Braun and Superintendent Jeff Amy.

Vice-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, second by Dave Braun to approve check numbers 30815 through 30898, along with direct deposit numbers 2288 through 2305 and automatic fund transfers. Motion carried.

Superintendent's report:

\*Employee reviews will be complete this week.

\*The customer phone scam was discussed.

\*2016 Capitol Improvement list was reviewed. Jeff will get estimate on replacing one service truck.

\*Power line moves by Weber Construction was discussed. We are concerned that the property line dispute is not yet resolved.

Public Comment: none

Old Business:

\*Tonka iron filter rehab quote was reviewed. Motion by Darin Magnuson, second by Dave Braun to proceed with Tonka at \$38,752. Motion passed.

\*An easement concern from a customer was discussed. Request to build over underground wire was denied on the advice of the city attorney.

New Business:

\*2016 Appointments: Motion by Darin Magnuson, seconded by Dave Braun to appoint Ron Hartman as the chairman. Motion passed. Motion by Dave Braun, second by Ron Hartman to appoint Darin Magnuson as Vice-chairman. Motion passed. Motion by Dave Braun, seconded by Darin Magnuson to appoint Ron Hartman as SMMPA Alternate Member Representative. Motion passed.

\*2016 manager review was conducted and reviewed with Jeff.

Next regular meeting scheduled for Tuesday, February 2, 2016 at 3:00 p.m.

At 4:14 p.m. motion was made by Darin Magnuson, seconded by Dave Braun to adjourn. Motion carried.

---

Jeff Amy, Superintendent



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:** Robin Leslie, City Administrator  
**DATE:** February 5, 2016  
**RE:** February 2016 City Staff Update

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### Staff Appointments

I recommend appointing Jeremy Garver to a Seasonal Street Laborer position.

**AGREEMENT FOR PROFESSIONAL SERVICES**

**BY BOLTON & MENK, INC.**

**FOR THE CITY OF WELLS, MN**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between City of Wells, 125 South Broadway, Wells, MN 56097, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 219 North Main, Fairmont, MN 56031, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT desires to engage from time to time, professional services required in conjunction with the construction of public works projects and for general municipal and miscellaneous engineering services, and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT, and

Whereas, in some instances the services will include specific projects requiring a full project sequence including the development of preliminary reports, plans, and specifications, bidding documents, construction contract administration and construction observation, and

Whereas, in some instances the services may vary and would fall under the category of general municipal or miscellaneous engineering services and would not include a full project sequence, and

Whereas, it is intended that this Agreement govern the terms of engagement for all professional services provided by CONSULTANT for the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**SECTION I - CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to perform the various Basic Services in connection with a specific project as described in Exhibit I.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Exhibit I.
- C. The CONSULTANT shall serve as the CLIENT'S professional engineering and surveying representative as described herein.
- D. The CONSULTANT agrees to perform other miscellaneous and general engineering services as described in Exhibit II.

## SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired relevant information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the CONSULTANT services included in this agreement.
- G. The CLIENT, with the CONSULTANT'S assistance, will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent testing company to perform laboratory and material testing services, and soil investigations that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

### SECTION III - COMPENSATION FOR SERVICES

#### A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the schedule of fees shown in Exhibit III for the time spent in performance of Agreement services.
2. Total cost for the services itemized under Section I.A (Basic Services) shall not exceed the fee estimate provided in the Preliminary Engineering Report.
3. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Exhibit III.
4. General engineering services as summarized in Exhibit II.B.-will be paid at a rate of \$75.00/hr up to 16 hours per month. This rate will be adjusted annually, based on the Consumer Price Index. This lower rate is in consideration for occasional office space provided in City Hall, along with the use of a phone, internet and copier.
5. Review services required for development submittals as summarized in Exhibit II.A. will vary depending upon the project and will be billed on an hourly basis at rates described in Exhibit III. If the scope of work can be defined, a maximum fee will be agreed upon.
6. Miscellaneous engineering services as summarized in Exhibit II.C. that do not fit into the categories above will be billed on an hourly basis at rates described in Exhibit III. If the scope of work can be defined, a maximum fee will be agreed upon.

- B. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates.

## SECTION IV - GENERAL

### A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions.

### B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

### C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

### D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT (or its designees) to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data

provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

#### H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

#### I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

#### J. PERIOD OF AGREEMENT

This Agreement will remain in effect until December 31, 2018, after which time the Agreement may be extended upon written mutual agreement of both parties.

#### K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, may be charged on any unpaid balance. In addition, after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

#### L. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

M. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

**The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

N. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota.

O. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

P. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Q. CURRENT ENGINEERING ISSUES

The CONSULTANT will stay current with municipal engineering issues, in part, through attendance of City Engineers Association meetings. The CONSULTANT will coordinate with the Department of Natural Resources, Department of Health, Minnesota Pollution Control Agency, Corps of Engineers, Minnesota Department of Transportation and other agencies impacting municipal engineering.

R. PRIVATE SECTOR WORK

The CONSULTANT shall not provide engineering services for private developers within the City without prior consent of the CLIENT.

**SECTION V - SIGNATURES**

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Wells, MN

CONSULTANT: Bolton & Menk, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT I

PROJECT RELATED SERVICES BY CONSULTANT

WELLS, MINNESOTA

I.A. BASIC SERVICES

For purposes of a specific project, Basic Services to be provided by the CONSULTANT are as follows:

Preliminary Engineering Report

1. Upon notice to proceed, the CONSULTANT shall meet with the CLIENT to define the scope of the project and to determine, to the fullest extent possible, the nature of the improvements to be made.
2. The CONSULTANT shall conduct field surveys as necessary to prepare a preliminary design and report.
3. The CONSULTANT shall prepare a Preliminary Report including a preliminary cost estimate (subject to limitations herein) and submit same to the CLIENT for review and approval.
4. The CONSULTANT shall attend public hearings relating to the project, including statutory assessment proceedings. If the project is to be assessed, the CONSULTANT shall assist the CLIENT in identification of the project area affected and estimated cost of improvements. Basic services shall not include preparation of either preliminary or detailed individual assessments.

Final Plans and Specifications

1. Upon authorization to proceed to bidding, the CONSULTANT shall prepare detailed plans and specifications detailing the materials, workmanship and procedures required for the construction of the project, including alternates when requested by the CLIENT and submit copies to the CLIENT for review and comment.
2. CONSULTANT shall submit and review plans, specifications and funding with appropriate agencies having jurisdiction over the project including, but not limited to, MnDOT, Minnesota Pollution Control Agency (MPCA), Department of Natural Resources (DNR), Minnesota Department of Health, when required by that agency.
3. The CONSULTANT shall assist the CLIENT in the preparation of permit applications for MnDOT, MPCA, Minnesota Department of Health and DNR. The CONSULTANT'S responsibility on the permit application shall be limited to the provision of information relative to the project. The CLIENT shall assume responsibilities for submittal and delivery of permit applications, necessary bonds, permit application fees and all other work and costs associated with such permits.
4. The CONSULTANT shall identify the general location of easements required for the proposed construction.

5. The CONSULTANT shall prepare the necessary bid documents and proposal forms, and advertisement for bids and shall supply sufficient numbers of plan sets for distribution to bidders for which a charge to cover reproduction expenses and clerical time can be made by the CONSULTANT to plan holders. CLIENT shall assume responsibilities and costs for bid advertisement notices. Up to 15 sets of plans (full or half size) and specifications may be provided to CLIENT, as requested.
6. The CONSULTANT shall assist in securing bids, attend the public bid letting, tabulate unit price bid items and report back to the CLIENT with recommendations on award of bid.
7. The CONSULTANT shall prepare required contract documents after award of contract.

#### Construction Services

1. The CONSULTANT shall attend and assist with the preconstruction conference to be attended by the CLIENT, contractors and any affected utility companies.
2. The CONSULTANT shall review, for conformance with design concept only, any shop drawings required to be furnished by the Contractor.
3. The CONSULTANT shall consult with and advise the CLIENT and act as the CLIENT'S construction representative as provided in the contract documents.
4. The CONSULTANT shall perform construction staking, furnish necessary equipment and supplies to establish grade and line as necessary for the Contractor's guidance in construction of the project and in accordance with the contract documents.
5. The CONSULTANT shall make visits to the site at intervals appropriate for the various stages of construction, observe the progress and quality of the executed work of the contractors, and determine, in general, if such work is proceeding in accordance with the contract documents.
6. The CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.
7. The CONSULTANT shall review and make a recommendation on the Contractor's request for partial payments. Such review shall be based upon the CONSULTANT'S on-site observations and such written documentation as may be available to the CONSULTANT at the time of review. Such review shall not include verification of unit price contract quantities by physical measurement of individual work items.
8. The CONSULTANT shall conduct a final inspection of the project in the company of the CLIENT for conformance with contract documents and review the final payment request from the Contractor.

9. The CONSULTANT shall prepare preliminary and final assessment rolls and assessment computations for individual parcels, all from ownership information provided by the CLIENT.
10. The CONSULTANT shall prepare record drawings reflecting constructed conditions from information observed by the CONSULTANT or supplied by others and furnish one reproducible copy and one blue line copy of the plans to the CLIENT within 90 days of the end of the construction. The City map shall also be updated.
11. The CONSULTANT shall assist CLIENT in identifying possible sources of funding for various City projects and assist with the preparation of applications for such funding.

I.B. ADDITIONAL SERVICES

Engineering services performed other than those authorized under Section I.A. shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services which are not generally considered to be Basic Services or are not definable prior to the commencement of the project or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. ON-SITE CONSTRUCTION REPRESENTATIVE. The CONSULTANT shall provide an on-site representative during the construction of the project. Services consist of observation of the work of the contractor, coordination of testing services and documentation of the work progress. On-site construction representative services do not constitute acceptance or approval of the Contractor's work nor do they relieve any part of the contractor's responsibility under the construction documents.
2. COORDINATION OF FUNDING DOCUMENTATION. Including preparation of periodic grant reimbursement requests and documentation related thereto.
3. EASEMENT & ACQUISITION SERVICES. Boundary and easement surveys for the purpose of describing project sites and easements, preparation of property descriptions, site maps, assistance with eminent domain proceedings, court preparation and testimony.
4. All other services not specifically identified in Section I.A. or I.B.
5. Any additional services requested by CLIENT shall be identified and the cost of those additional services shall be specifically agreed upon by both parties.

## EXHIBIT II

### GENERAL AND MISCELLANEOUS ENGINEERING SERVICES

#### WELLS, MINNESOTA

From time to time, services are required that are unrelated to a specific project. These services will be classified as general or miscellaneous engineering services.

#### II.A. PLAN AND PLAT REVIEW

The CONSULTANT shall review submittals for land subdivision and municipal improvement projects for conformance with CLIENT requirements, guidelines and policies and for compliance with generally accepted engineering principles and/or zoning and subdivision regulations. The CONSULTANT shall prepare a report summarizing the finding and exceptions, and shall meet with the CLIENT as required to assess these findings.

#### II.B. GENERAL ENGINEERING SERVICES

The CONSULTANT shall attend CLIENT staff meetings as requested and shall be available for office hours to provide a resource to staff for engineering related issues. The CONSULTANT will review with MNDOT and Faribault County any changes to the highway system within the City, safety programs, technology or specifications changes or other directives received from MNDOT or Faribault County. General engineering services will be provided at a reduced rate in accordance with Section III.

#### II.C. MISCELLANEOUS ENGINEERING SERVICES

The CONSULTANT shall provide miscellaneous services, as requested by CLIENT, such as updating City maps to reflect improvements through developer initiated projects, special studies and reports, large quantities of prints, land surveying, parcel descriptions, trial preparation, expert testimony, environmental assessment worksheets, wetland delineation and compliance, environmental impact statements, comprehensive plans, GIS mapping services, capital improvement planning, grant and loan assistance, traffic and transportation engineering, park/sidewalk/trail planning, athletic complex design, utility rate studies, monitor current trends in municipal engineering, landscape architecture, streetscaping, downtown revitalization, lighting design, sustainable design, public involvement facilitation, etc., or any other services which do not fall into categories A or B above.

EXHIBIT III

2016- 2018 FEE SCHEDULE

WELLS, MINNESOTA

The following Fee Schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the Professional and the Client that fees be commensurate with the service rendered.

<b>Employee Classification</b>	<b>Hourly Billing Rates</b>
Travis Winter, P.E., City Engineer	\$130
Sr. Principal Engineer/ Surveyor	\$170 - \$200
Sr. Project Manager - Principal Engineer/ Surveyor	\$125 - \$170
Senior Transportation/ Aviation Planner	\$125 - \$160
Project Manager (Inc. Landscape Architect)	\$110 - \$150
Project/ Design Engineer/ Planner/ Landscape Architect	\$75 - \$120
Licensed Surveyor	\$95 - \$135
Project Surveyor	\$90 - \$150
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$50 - \$130
Senior Technician (Inc. Survey)	\$80 - 165
Technician (Inc. Survey)	\$50 - \$110
Administrative Support & Clerical	\$50 - 90
Attendance @ City Council or Committee Meetings	\$75 - Flat Rate
First 16-hours of General Engineering Service	\$75 / HR
GPS/ Robotic Survey Equipment	NO CHARGE
CAD/ Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/ Reproduction	NO CHARGE
Field Supplies/ Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

Charges are based on hours spent at rates in effect for the individuals performing the work. The hourly rates for members of the staff vary according to skill and experience. The Fee Schedule shall apply for projects for the period through December 31, 2018. These rates may be adjusted annually thereafter to account for changed labor costs, inflation or changed overhead conditions, subject to CLIENT approval.

These rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic

reproductions, document recording fees, outside professional and technical assistance and other items of this general nature, will be invoiced separately. Rates and charges do not include sales tax, if applicable.

When it is possible to accurately define the scope of the professional services to be performed, a lump sum may be agreed upon for total compensation.

Attendance at City Council or Committee meetings will be billed as 1-hour of general engineering time regardless of the number of hours spent at the meeting.



# City of Wells

125 South Broadway, Wells, MN 56097  
507-553-6371 • [cityhall@cityofwells.net](mailto:cityhall@cityofwells.net)

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Mayor:  
Ron Gaines

City Council:  
David Braun  
Stephen Burns  
Whitney Harig  
John P. Herman

City Administrator:  
Robin Leslie

February 8, 2016

To Whom It May Concern:

It is our pleasure to write a letter of support for the Minnesota Department of Human Services, Alcohol and Drug Abuse Division (DHSADAD) Planning and Implementation Grant.

Our organization fully supports reducing youth alcohol use/abuse and substance abuse and related problems. Using a collective impact model with multiple agencies and sectors of the Faribault County community working together toward a common goal is a very good idea. We are in full support of this grant application.

Sincerely,

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Ron Gaines, Mayor  
Wells City Council

---

Robin Leslie  
Wells City Administrator

---

Tim Brenegan  
Wells Police Chief



# CITY OF WINNEBAGO

MAYOR  
Jeremiah Schutt

COUNCIL MEMBERS  
Rick Johnson  
Scott Robertson  
Jean Anderson  
Dean Johnson

ADMINISTRATOR  
CLERK - TREASURER  
Chris Ziegler  
Phone: (507) 893-4774  
Fax: (507) 893-3473

January 27, 2016

Dear City Clerk/Treasurer:

I am writing you this letter with regards to the Faribault County Coalition Drug and Alcohol efforts regarding the Human Services, Alcohol and Drug Abuse Division Planning and Implementation Grant. If this grant is received a full time coordinator will be hired to work within our school districts and communities to reduce teenage abuse. Surveys taken in both of our school district have indicated that our students are at a higher risk than the average in Minnesota. This would be a multi-year renewable grant for our communities. Requesting this support is not asking for financial help, it is only asking for the support of the initiative. Please read the enclosed cover page for the details of the grant or go to [http://www.dhs.state.mn.us/main/id\\_000102](http://www.dhs.state.mn.us/main/id_000102).

The grant application is due by the end of February. Please respond back to me at the address listed above. If you have any questions please give me a call at 507-525-2575.

Sincerely,

Bob Toland  
SRO Officer  
City of Winnebago

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## State Grants & Loans

### Minnesota Department of Human Services (DHS)

#### Alcohol and Drug Abuse Division

#### Notice of Request for Proposals to Utilize a Collective Impact Model to Implement Comprehensive, Integrated, Evidence-based Prevention Programs & Strategies in Local Communities to Delay & Reduce Youth Alcohol Use Through Community-based Planning and Implementation (P&I) Grants

The objective of this RFP is to reduce substance abuse and related problems within Minnesota through utilization of a collective impact model (multiple agencies and sectors of a community working together toward a common goal) to implement community-level interventions to delay and reduce youth alcohol use through community-based Planning and Implementation (P&I) grants.

Funded communities will be required to focus on youth alcohol use/abuse as the primary drug of focus. Communities may be allowed to focus on a secondary drug of abuse with justification as determined by community-level data provided by the applicant and approved by the MN Department of Human Services, Alcohol and Drug Abuse Division (DHS ADAD).

Proposals must be culturally responsive to the needs of the community. To this end, responders should provide information relative to their region's geographical/population profile and their ability and history in working with diverse communities in their respective region as well as information on how these diverse groups were involved in development of the submitted proposal.

**NOTICE IS HEREBY GIVEN** that the Minnesota Department of Human Services is requesting proposals to utilize a collective impact model to implement comprehensive, integrated, evidence-based prevention programs & strategies in local communities to delay & reduce youth alcohol use through community-based Planning & Implementation (P&I) grants..

Work is proposed to start July 1, 2016.

Responders' Conferences will be held on January 4, 2016, from 10 AM to 12 noon at the Hampton Inn & Suites, Bemidji, MN; on January 5, 2016 from 10 AM to 12 Noon at the St. Cloud Public Library; and on January 6, 2016 from 10 AM to 12 Noon at the City Center Hotel, Mankato, MN. The conferences will serve as an opportunity for Responders to ask specific questions of State staff concerning the project. Attendance at the Responders' Conference is not mandatory but is recommended.

Phyllis Bengtson, e-mail: [phyllis.bengtson@state.mn.us](mailto:phyllis.bengtson@state.mn.us)

This is the only person designated to answer questions by potential responders regarding this request. All questions must be submitted in writing before 4:00 pm., Central Time, January 14, 2016.

Proposals submitted in response to this Request for Proposals must be received at the address above no later than 4:00 p.m., Central Time, February 29, 2016. Late proposals will not be considered. Faxed or e-mailed proposals will not be considered.

The RFP can be viewed by visiting the Minnesota Department of Human Services RFP web site:

[http://www.dhs.state.mn.us/main/id\\_000102](http://www.dhs.state.mn.us/main/id_000102)

This request does not obligate the State to complete the work contemplated in this notice. The State reserves the right to cancel this solicitation. All expenses incurred in responding to this notice are solely the responsibility of the responder.



**WELLS**  
MINNESOTA

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:** February 4, 2016  
**RE:** Wells Police Department Report

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Our civil defense siren went through its final inspection is now fully operational.

For the month of January we responded to 374 calls for service. Those calls are attached below.

I will be on vacation from the 18<sup>th</sup> thru 26<sup>th</sup> but will be available to answer emails. While I'm gone I would ask that Eric be placed in charge.

Date 02/04/2016

### INCIDENT ANALYSIS - DAY

Time 17:13:27

Agency Wells Police

Report CFS03

Dates 01/01/2016 Thru 01/31/2016

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
Agency Wells Police								
00911 911 Hangup - Wired	1	0	0	0	0	0	0	1
AC Animal Complaint/Bite	1	0	0	1	0	1	0	3
AL Alarm	0	0	0	1	0	1	2	4
ASLT Assault	0	0	0	0	0	0	1	1
ASST Assist	2	2	1	1	2	4	1	13
ASSTA Assist Ambulance (law	0	2	1	1	1	3	0	8
ASSTF Assist Fire Dept (law	1	0	0	0	1	0	0	2
ASSTO Assist Other Agency (	3	1	2	3	1	5	2	17
ATL Attempt To Locate	0	0	1	0	0	0	0	1
BC Bar Checks	4	6	2	3	3	7	7	32
CA Child Abuse	0	0	1	0	0	0	0	1
CCH Criminal History Requ	0	1	1	0	2	1	1	6
CDV Crim Damage To Vehicl	0	0	0	1	0	0	0	1
CHK Checks (bad)	0	0	1	1	0	1	0	3
CIV Civil	1	0	1	0	2	1	2	7
DIST Disturb/disorderly/Nu	2	0	1	0	2	0	1	6
DOM Domestic	0	0	2	0	0	0	0	2
DP Directed Patrol	17	17	12	10	16	20	22	114
DRVC Driving Complaint	0	0	0	3	1	1	1	6
DUMP Illegal Dumping/Garba	0	0	0	0	0	1	0	1
DWI Driving While Intoxic	1	0	0	0	0	0	0	1
ES Escort (All Types)	1	0	1	2	6	1	1	12
FRAU Fraud	0	1	0	0	0	0	0	1
HAR Harassment	0	1	1	0	1	0	0	3
HARV Harass Restrain Ord V	1	1	0	0	0	0	0	2
INFO Information Call Only	0	1	0	0	0	0	2	3
JVN Juvenile Nuisance Cmp	0	1	2	0	0	0	1	4
LC Lock Chk (Bldg, Park	0	0	1	0	0	0	2	3
LOCK Lockout - MV/Bldg	3	2	2	1	2	3	3	16
MISC Misc All Other	1	1	2	0	1	1	2	8
MVA Motor Veh Acc - No In	0	0	1	1	0	1	0	3
MVD Motor Veh Disabled/ab	1	0	0	0	0	0	1	2
NARC Narcotics	0	0	0	0	1	0	0	1
NOISE Noise Complnt (not Mu	0	0	0	0	1	0	0	1
OCI On-going Criminal Inv	4	1	1	1	3	0	0	10
ORDV Ordinance Violation	0	0	0	0	0	0	1	1
PARK Parking (comp/viol)	1	0	0	0	0	0	0	1
PROP Property Lost/Found	0	2	0	0	1	1	0	4
PS Paper Service	2	0	0	0	0	3	1	6
PWN Public Works Notifica	8	0	0	0	0	0	0	8
RUN Runaway	0	0	0	1	0	0	0	1
SC Suspicious Circumstan	0	1	0	0	1	2	1	5
SEXA Sexual Assault	0	0	0	1	0	0	0	1
SEXO Sex Crimes - Other	0	0	0	1	0	0	0	1
SNOWM Snowmobile Complaint	0	0	0	0	0	0	1	1
SPER Suspicious Person	0	1	0	0	0	1	1	3
SUIC Suicide (include Atte	0	0	0	1	0	0	1	2
SVEH Suspicious Vehicle	1	0	0	0	0	1	0	2
THAZ Traffic (hazard/not D	0	0	0	0	1	0	0	1
THFG Theft - Gas Drive Off	0	0	0	0	0	1	0	1
THR Threats Complaint	0	0	1	0	0	0	0	1

Date 02/04/2016

INCIDENT ANALYSIS - DAY

Time 17:13:27

Agency Wells Police

Report CFS03

Dates 01/01/2016 Thru 01/31/2016

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
TRES Trespassing	0	0	0	0	0	0	1	1
TS Traffic Stop	2	5	6	3	0	3	7	26
VOR Vehicle Off Road	0	0	0	0	0	1	0	1
WARR Warrant Service	0	0	0	0	1	1	0	2
WC Welfare Check	1	1	2	0	1	1	0	6
Wells Police Agency Total	59	48	46	37	51	67	66	374
Total	59	48	46	37	51	67	66	374



**WELLS**  
MINNESOTA

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:** February 4, 2016  
**RE:** Street Foreman Report

---

#### Street Department

I have been gathering bids for the 2016 crack fill, seal coating and the two blocks of mill and overlay streets. I hope to have the bids to you by the end of February.

The snow blower has been repaired and is back in service. The total repairs came in at \$17,000 but this also included additional repairs, the cutting edge and wear shoes.

We have had a couple of snowfalls that resulted in us plowing streets. We also had some clean-up on the outskirts of town due to winds blowing the roads in.

We continue to work on our ongoing projects as time allows.

#### Airport

There have been a couple of snow removals by the contractor

#### Parks

We have installed a new 12 gallon water heater in the golf house. The Street Dept completed the plumbing. Schroeder Electric wired the water heater and also installed one emergency light bar in case of a power outage during open season.

#### Recycle Department

Nothing to report

#### Pool

Nothing to report

Mike Pyzick  
Street Dept Foreman



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

**TO:** Mayor Gaines and Council Members  
**FROM:** Megan Boeck, Deputy City Clerk  
**DATE:** February 3, 2016  
**RE:** Wildcats - 37 South Broadway

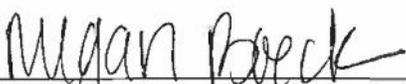
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Wildcats, 37 South Broadway, is in the process of changing the scope of their business from an S Corporation to an LLC. Because this change requires new Federal and State Tax ID numbers, new licensing, applications and fees are also required.

Please note, because Wildcats is requesting to make this change effective March 1<sup>st</sup> and the regular renewal period for on-sale liquor licenses ends June 30<sup>th</sup> of each year, they will have to complete the renewal process and pay the appropriate fees again in June.

I will need a motion approving the following request:

- 1) Certification of On Sale Liquor License
- 2) Sunday Liquor License
- 3) Optional 2 am Liquor License
- 4) Retailer's (Buyer's) Card

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

Ben Musser  
555 4<sup>th</sup> Ave SE  
Wells, MN 56097

February 1, 2016

To: City Council  
Wells, MN

Greetings –

We are making a change to our business structure effective March 1, 2016, from Wildcats, Inc. (an S Corporation) to now be The Wild Cat L.L.C.

I have enclosed all the necessary paperwork for new Liquor Licenses, Buyer's card, and Liq. Liability Insurance certification for The Wild Cat L.L.C. with the accompanying fees. Since the renewal dates are so close (April for the buyer's card and June for the licenses), would it be possible to waive the renewal fee or pro-rate, accordingly?

Thank you for your consideration in this matter.

Most sincerely,

  
Ben Musser

**CITY OF WELLS, MINNESOTA  
CITY COUNCIL RESOLUTION NO. 2016-05  
AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF  
TRANSPORTATION AIRPORT MAINTENANCE AND OPERATION GRANT  
CONTRACT**

**WHEREAS**, the State of Minnesota Contract Number 1001074, "Airport Maintenance and Operation Grant Contract," at the Wells Municipal Airport is accepted.

**WHEREAS**, Mayor Ronald Gaines and City Administrator Robin Leslie are authorized to execute this Contract and any amendments on behalf of the City of Wells.

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

1. The airport maintenance and operation grant contract is approved.

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

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

VOTE: \_\_\_ Braun \_\_\_ Burns \_\_\_ Gaines \_\_\_ Harig \_\_\_ Herman

PASSED and ADOPTED by the City Council of the City of Wells, Minnesota on February 8, 2016.

By:

Attest:

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

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

CERTIFICATION

STATE OF MINNESOTA

SS

COUNTY OF FARIBAULT

I, Robin Leslie, duly appointed and qualified City Administrator/Clerk/Treasurer of the City of Wells, Minnesota, and keeper of the records of the City do hereby certify that the attached Resolution is a true and correct copy of the Resolution adopted by the City of Wells at an authorized meeting held on the 8<sup>th</sup> day of February, 2016, as shown by the minutes of the meeting in my possession.

\_\_\_\_\_  
Robin Leslie  
City Administrator/Clerk/Treasurer

\_\_\_\_\_  
Date

(SEAL)



**STATE OF MINNESOTA  
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

**State Project Number (S.P.): A2209-MO16**

**State Project Number (S.P.): A2209-MO17**

This contract is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and **City of Wells** acting through its **City Council** ("Recipient").

**RECITALS**

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport ("Airport") in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2016 and State Fiscal Year 2017.
3. Recipient assures the State that Recipient will operate and maintain the airport according to the duties and obligations set forth in this Contract.

**CONTRACT TERMS**

**1. Term of Contract and Survival of Terms**

- 1.1 **Effective Date:** This contract will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This contract will expire on June 30, 2017 or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, without limitation, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

**2. Recipient's Duties**

- 2.1 Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2 The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area.
- 2.3 If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.
- 2.4 If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5 The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.

**3. Recipient's Assurances**

- 3.1 In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 3.2 Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.

**4. Third-Party Contracting**

- 4.1 Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

**5. Consideration and Payment**

- 5.1 **Consideration.** State will pay for all eligible maintenance and operation costs incurred by Recipient under this Contract as follows:

- 5.1.1 **Basis.** Recipient will be paid for 75% of the eligible maintenance and operation costs not reimbursed by any other source, not to exceed \$7,412.00 ("Base Amount") of state aid for each state fiscal year.
- 5.1.2 **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$14,824.00 [Total for both fiscal years] (\$7,412.00 for FY2016 and \$7,412.00 for FY2017).

**5.2 Payment**

- 5.2.1 The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:

- In October, **No later than November 15**, for the period July 1 through September 30.
- In January, **No later than February 15**, for the period October 1 through December 31.
- In April, **No later than May 15**, for the period January 1 through March 31.
- In July, **No later than August 15**, for the period April 1 through June 30.

The State reserves the right to reject items that may not be eligible for reimbursement.

**6. Conditions of Payment**

- 6.1 All services provided by Recipient under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Recipient will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law. In addition to the foregoing, Recipient will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

**7. Authorized Representatives**

- 7.1 **State's Authorized Representative.** State's Authorized Representative will be:

Jenny Bahneman, Grants Specialist  
222 East Plato Boulevard  
Saint Paul, Minnesota 55107-1618  
651-234-7240

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will certify acceptance on each reimbursement request submitted for payment.

**7.2 Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

**Robin Leslie, City Administrator**  
**125 South Broadway, Wells, MN 56097**  
**(507) 553-6371 ext. 1**  
**rleslie@cityofwells.net**

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

**8. Assignment, Amendments, Waiver and Contract Complete**

- 8.1 **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3 **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4 **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

**9. Indemnification**

- 9.1 In the performance of this contract by Recipient, or Recipient's agents or employees, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

**10. State Audits**

- 10.1 Under Minnesota Statutes §16C.05, subdivision 5, Recipient's books, records, documents and accounting procedures and practices relevant to this contract are subject to examination by State, State's Auditor or the Legislative Auditor, as appropriate, for a minimum of six years from the expiration date of this contract.

**11. Government Data Practices**

- 11.1 Government Data Practices. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

**12. Workers' Compensation**

- 12.1 Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

**13. Governing Law, Jurisdiction and Venue**

13.1 Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings arising out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**14. Data Disclosure**

14.1 Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

**15. Termination and Suspension**

15.1 **Termination by State.** State may cancel this contract at any time, with or without cause, upon 30 days' written notice to Recipient. Upon termination, Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15.2 **Termination for Insufficient Funding.** State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to Recipient. Written notice may be transmitted by electronic means. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State must provide Recipient notice of the lack of funding within a reasonable time of State's receiving that notice.

**16. Discrimination Prohibited by Minnesota Statutes §181.59**

16.1 Recipient will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: \_\_\_\_\_

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

SWIFT Contract (SC) ID No. \_\_\_\_\_

Purchase Order (PO) ID No. \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

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

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

**RECIPIENT**

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: \_\_\_\_\_

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

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

**MnDOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

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

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**CITY OF WELLS, MINNESOTA  
CITY COUNCIL RESOLUTION NO. 2016-06  
AUTHORIZATION FOR SOME CITY EMPLOYEES TO WORK ON CITY/STATE  
HOLIDAYS**

**WHEREAS**, State Statute sets a number of holidays when no public business may be transacted except in cases of "necessity" for public-safety employees and/or street department employees in cases of treacherous weather: and

**WHEREAS**, these State holidays are as follows:

- New Year's Day (Jan. 1)
- Martin Luther King's Birthday (third Monday in January)
- Washington's and Lincoln's Birthday (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans Day (Nov. 11)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Day (Dec. 25)
- If a holiday falls on a Saturday, the preceding Friday is designated a holiday, and if it falls on a Sunday, the next Monday is designated a holiday.

**WHEREAS**, in addition to State holidays, the City has determined the following as City holidays where no public business may be transacted except in cases of "necessity" for public-safety employees and/or street department employees in cases of treacherous weather:

- Day After Thanksgiving Day (fourth Friday in November)
- Christmas Eve Day (Dec. 24)
- If a holiday falls on a Saturday, the preceding Friday is designated a holiday, and if it falls on a Sunday, the next Monday is designated a holiday.

**WHEREAS**, the State Statute doesn't make any exception for library employees or municipal liquor store employees working on State/City designated holidays but the Wells City Council has the option to make the determination that there is a necessity for these employees to work on some State/City Holidays.

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

1. It is deemed necessary for the Wells Public Library to be closed on the following holidays:

- New Year's Day (Jan. 1)
- Martin Luther King's Birthday (third Monday in January)
- Washington's and Lincoln's Birthday (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans Day (Nov. 11)
- Thanksgiving Day (fourth Thursday in November)
- Day After Thanksgiving Day (fourth Friday in November)

- Christmas Eve Day (Dec. 24)
- Christmas Day (Dec. 25)
- If a holiday falls on a Saturday, the preceding Friday is designated a holiday, and if it falls on a Sunday, the next Monday is designated a holiday.

2. It is deemed necessary for the Wells Public Library to be open on the following holidays:

- If a holiday falls on a Saturday, the preceding Friday is designated a holiday, and if it falls on a Sunday, the next Monday is designated a holiday.

3. It is deemed necessary for the Wells Municipal Liquor Store to be closed on the following holidays:

- New Year's Day (Jan. 1)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Day (Dec. 25)

4. It is deemed necessary for the Wells Municipal Liquor Store to be open on the following holidays:

- Martin Luther King's Birthday (third Monday in January)
- Washington's and Lincoln's Birthday (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans Day (Nov. 11)
- Day After Thanksgiving Day (fourth Friday in November)
- Christmas Eve Day (Dec. 24)
- If a holiday falls on a Saturday, the preceding Friday is designated a holiday, and if it falls on a Sunday, the next Monday is designated a holiday.

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

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

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

PASSED and ADOPTED by the City Council of the City of Wells, Minnesota on February 8, 2016.

By:

Attest:

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

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

**CITY OF WELLS, MINNESOTA  
CITY COUNCIL RESOLUTION NO. 2016-07  
A RESOLUTION APPROVING MINNESOTA LAWFUL GAMBLING EXEMPT  
PERMIT FOR BINGO FOR ST. CASIMIR CATHOLIC CHURCH**

**WHEREAS**, the St. Casimir Catholic Church has submitted an application requesting approval of a Minnesota Lawful Gambling Exempt Permit for Bingo to be located at 320 2<sup>nd</sup> Ave SW, Wells, MN and held on March 18, 2016; and

**WHEREAS**, it has been demonstrated that the organization will be collecting gambling monies for lawful purposes.

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

1. A Minnesota Lawful Gambling Exempt Permit for the St. Casimir Catholic Church is approved.

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

VOTE: \_\_\_ Braun \_\_\_ Burns \_\_\_ Gaines \_\_\_ Harig \_\_\_ Herman

PASSED and ADOPTED by the City Council of the City of Wells, Minnesota on February 8, 2016.

By:

Attest:

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

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