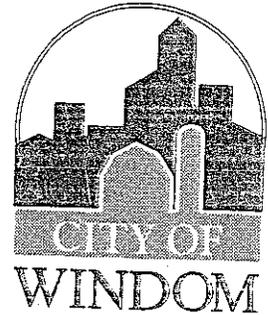


City Council Meeting
Tuesday, April 7, 2009
City Council Chambers
7:30 p.m.
AGENDA



Call to Order
Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes – March 17, 2009
2. Consent Agenda
 - Minutes
 - Street Committee Meeting – March 31, 2009
 - Correspondence
 - Minnesota Pollution Control Agency – CEI Report
3. Public Comment
 - Kevin Freking – Tractor Storage Request
4. Department Heads
5. Consolidated Ready Mix Access & Utility Easement
6. AWAIR Program
 - Resolution Adopting Program
7. CMMPA Agreement Update
8. License Application
 - Dance License
 - Windom Fire Dept– April 18, 2009 -Windom Community Ctr
9. LMCIT Annual Insurance Renewal – Ken Hoffman
10. 2009 Seal Coat– Bid Award
11. 2009 Street Project
 - Ehlers – Bonding
12. 2009 Airport Project
 - Award Letter
 - Resolution to Execute Grant Agreement
13. COPS Hiring Recovery Program (CHRP)
 - Resolution Supporting Submission of an Application
14. Donations
 - Windom Community Center – Kevin Jackson
 - Windom Fire Department – Edison Mission Operation & Maintenance
 - Windom Fire Department –Krueger Family Fund



15. Disposition of Surplus Equipment
16. Regular Bills
17. Unfinished Business
18. New Business
 - Hospital Appointments
 - Terry Utech
 - Judy Woizeschke
19. Council Concerns
20. Adjourn

Council Meeting
Windom City Hall, Council Chamber
March 17, 2009
7:30 p.m.

1. Call to Order: The meeting was called to order by Mayor Kruse at 7:30 p.m.

2. Roll Call: Mayor: Kirby Kruse

Council Members: Corey Maricle, Robert Messer, Bradley Powers and JoAnn Ray

Council Members Absent: Jean Fast

City Staff Present: Steve Nasby, City Administrator; Bruce Caldwell, Street Superintendent; Mike Haugen, Water/Wastewater Superintendent; Dan Olsen, Telecommunications Manager; Craig Mueller, Wenck & Associates and Jeremy Rolfes, Telecom

Public Present: Frank Dorpinghaus and Paul Goeman

3. Pledge of Allegiance

4. Approval of Minutes:

Motion by Ray, second by Powers, to approve the March 3, 2009 minutes.
Motion carried 4 – 0.

5. Consent Agenda:

Kruse said the Consent agenda contained the minutes from the following Boards and/or Commissions:

- Economic Development Authority – March 9, 2009
- Park & Recreation Commission – March 9, 2009
- Library Board – March 10, 2009
- Telecommunications Commission – March 10, 2009
- Street Committee – March 12, 2009

Correspondence was received from the Minnesota Department of Health and Minnesota Department of Natural Resources.

Motion by Messer, second by Maricle, to approve the Consent Agenda. Motion carried 4 – 0.

6. Department Heads:

Mike Haugen, Water\Wastewater Superintendent, noted that the correspondence in the packet from the Minnesota Department of Health (MDH) was a follow-up to the on-site inspection MDH conducted regarding Windom's municipal water system on February 23, 2009. This inspection covered the water plant, towers, wells and water sampling. Everything was in order and the Windom Municipal Water System passed the inspection.

Al Baloun, Recreation Director, updated the City Council on activities for the Pool. The 2009 Pool schedule is tentatively set for June 10 – August 21. Sally Oltmans was hired as the Pool Manager and work on the pool drains for the small pool was completed last fall. Due to the recent changes in the State laws, work will also need to be completed in the main pool consisting of 44 x 44 inch drain covers that will cover the existing 12 x 12 inch drains. He is recommending the use of stainless steel covers that conform to the new regulations.

Messer asked if these new covers would be installed over the existing drains. Baloun confirmed that was correct.

Powers asked if anyone would hit these covers. Baloun said it was doubtful as they are near the deeper end of the pool and only rise above the bottom of the pool by several inches.

Baloun said that the estimated cost of these two drains would be approximately \$1,790 each for a total of about \$3,600. Messer asked if there were other suppliers. Baloun said he contacted another supplier and the price was the same when items like shipping and taxes were included.

Powers suggested the repairs should be done as soon as possible. Baloun said that they would be done as soon as the pool was drained and he had been in touch with the water department.

Baloun closed by saying the Community Education booklet would be coming out the first or second week of April and the Recreation programs would be running from June 10 – July 24.

7. License Applications:

Kruse stated that an application for Authorization to Dispense Intoxicating Liquor was received from the Eagles Club for the Fireman's Dance held at the Windom Community Center on April 18th.

Motion by Powers, seconded by Maricle, to approve an Authorization to Dispense Intoxicating Liquor for the Eagles Club for the Fireman's Dance held at the Windom Community Center on April 18th. Motion carried 4 —0.

8. 2009 Seal Coat & Crack-filling Project – Call for Quotes:

Craig Mueller, Wenck Associates and Bruce Caldwell, Street Superintendent introduced themselves.

Mueller provided an overview of the project and plans for the proposed project. This would be done as a joint project with the Windom School District and the engineer's estimate was less than \$100,000 so the project could solicit quotes rather than go through the bidding process and their office would send the information to every firm that has bid on this type of project for Windom over the last three years. The specifications called for red rock and RC or MC material, no water-based emulsion would be used as this product is still being evaluated. The date to review the quotes would be March 31, 2009.

Messer asked if there would be advertising. Mueller said typically not with a quote process and this will allow the project to move quicker with an anticipated date of April 7th for the Council to review the quotes.

Mueller noted that the Windom School Board met on March 16th and requested that the start/finish date of the project change to June 15th and August 17th, respectively. This change would be made unless the Council had an objection. Mueller added that there is one solicitation for quotes, but the contracts for the City work and School work would be separate.

Caldwell said that the crack-filling portion of the project was being done in partnership with Cottonwood County using shared labor and materials, which will cut the cost significantly. Their plan is to do this the second week of April on the City's streets that are newer than 2003.

Messer asked if the plans included only the City's portion of 13th Street. Caldwell said that was correct.

Powers asked what the opinion was of the County staff regarding crack-filling. Caldwell replied that they were in agreement of doing just the newer streets. Powers noted that the Street Department needed to look at the transition areas between asphalt and concrete streets. Caldwell said they were looking at the spaces between the curbs and streets and would include these transition areas.

Powers asked if the School was in agreement with the City doing the sweeping. Mueller said they were aware of this provision and in agreement.

Messer asked if the rock material was to be washed before it was placed. Mueller said it was to be washed.

Caldwell said that the Street Committee is recommending the project to the City Council.

Motion by Powers, seconded by Ray, to call for quotes for the 2009 Seal Coat Project. Motion carried 4 —0.

9. Toro\City Storm Sewer Agreement:

Nasby said that in the packet was an agreement between the City and Toro regarding the purchase of a section of storm sewer located within the City's and DOT's right-of-way. The agreement is for \$25,000 and is contingent on the transfer of the MN DNR permit from Toro to the City.

Motion by Powers, seconded by Ray, to approve a Transfer of Storm Sewer line Agreement between the City of Windom and The Toro Company. Motion carried 4 —0.

10. 4th Avenue Bridge Property Acquisition – Tanglewood Apartments:

Nasby said that the City had been pursuing the acquisition of property abutting this bridge. Easements had been obtained from the property owners on the south side and the City already owned the property on the northwest corner of the bridge. The purchase agreement in the packet covers the piece of property in the northeast corner of the bridge. The City offered \$500 and the counter-offer from the owners of the Tanglewood Apartments was \$1,500. The acquisition of this property or an easement would be needed to complete the bridge replacement project. The Street Committee recommended the approval of the acquisition of this property.

Motion by Ray, seconded by Powers, to approve a purchase agreement between the City of Windom and JD Property Management, LLC for the acquisition of approximately .043 acres of property on the northeast corner of the 4th Avenue Perkins Creek bridge. Motion carried 4 —0.

11. 2009 Airport Projects – Call for Plans and Specifications:

Mueller provided an overview of the two projects and the timeline. The first project would be seal coating, crack-filling and replacement of a taxiway, which would be funded through FAA Entitlement funds of about \$311,000. These funds require a 5 percent City match. The second project would be the reconstruction of the runway and would be funded by \$1,275,000 in federal economic stimulus dollars. There was not a matching requirement for the stimulus funds, but the Entitlement funds needed to be utilized first. Due to the federal timeline of 120 days this project needs to move quickly.

Nasby said that because of the federal timeline there is an issue with proceeding with the preparation of plans and specifications for the runway project before Windom gets an official notification of the \$1,275,000 award. If the funds did not come then the City would be liable for the engineering expenses for the runway project. He also noted that the \$311,000 in Entitlement funds would need a match of \$15,000 - \$18,000 that the City Council had not budgeted for in 2009.

Messer asked if there would be a steel mat with the concrete option. Mueller said the concrete would be laid on top of the existing runway. Messer asked if there was steel in the concrete. Mueller replied that steel dolls would hold the concrete panels together which was done with the street projects.

Messer noted that the City wants an extension of the runway. Mueller acknowledged that a study was done regarding an extension and it is not warranted at this time, but consideration of this was noted for the runway reconstruction plan.

Caldwell said that color was being added to the concrete option to help with natural ice melt, but it added significant cost.

Messer asked what the thickness of the concrete would be. Mueller said 5 inches.

Council member Messer introduced the Resolution No. 2009-11, entitled “RESOLUTION ORDERING PREPARATION OF PLANS AND SPECIFICATIONS FOR 2009 AIRPORT IMPROVEMENT PROJECT” and moved its adoption. The resolution was seconded by Maricle and on roll call vote: Aye: Messer, Powers, Ray and Maricle. Nay: None. Absent: Fast. Resolution passed 4 – 0.

12. Federal Broadband Economic Stimulus Program:

Dan Olsen, Telecommunications Manager, said that there was \$7.2 billion of stimulus funds available for broadband projects. The rules and regulations were still being developed, but due to the timing of these funds he is requesting authority to apply for federal economic stimulus funds. There is a group of communities in SW Minnesota working together on a project that would bring broadband to un-served and under-served areas. Letters of support would be needed in addition to cooperation among numerous governmental entities.

Messer asked what was in the project for Windom. Olsen said that Windom would not directly receive funds, but Windom could wholesale products and expand broadband services.

Council member Messer introduced the Resolution No. 2009-12, entitled “RESOLUTION IN SUPPORT OF PURSUING TELECOMMUNICATIONS FUNDING THROUGH THE FEDERAL BROADBAND ECONOMIC

STIMULUS PROGRAM” and moved its adoption. The resolution was seconded by Maricle and on roll call vote: Aye: Powers, Ray, Maricle and Messer. Nay: None. Absent: Fast. Resolution passed 4 – 0.

13. Regular Bills:

Motion by Ray, seconded by Messer, to approve the regular bills. Motion carried 4 – 0.

14. Unfinished Business:

Messer asked about the letter accepted in correspondence from the MN DNR regarding the Windom dam. Nasby said the letter was forwarded to the engineers (SEH, Inc.) and he was awaiting a reply.

15. Council Concerns:

None.

16. Adjourn:

Kruse adjourned the meeting by unanimous consent.

Meeting adjourned at 8:12 p.m.

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

**STREET DEPARTMENT COMMITTEE
MINUTES MARCH 31, 2009**

Call to Order: The meeting was called to order at 4:05 P.M. in the City Hall Council Chambers

Members Attending: Committee Member: Brad Powers, JoAnn Ray

City Staff Present: Street Superintendent Bruce Caldwell, City Administrator Steve Nasby & Wenck Representative Craig Mueller

Public: None

Items Discussed:

1. Review 2009 Street Seal Coat Quotes

The City only received two quotes for the seal coat project. The quotes came in over budget therefore the committee agreed to reject them. Caldwell and engineers from Wenck will assess the condition of the streets that were proposed for seal coat and also consider options on streets that need asphalt repairs. Due to the damage from the hard winter, Caldwell stated that the staff will have a lot more patch repair than what was budgeted for and perhaps some of the seal coat funds could be used for those repairs. Caldwell and Wenck will report back to the street committee with recommendations in a few weeks.

Street Committee Recommendation to reject the 2009 seal coat quotes.

2. Contract with Mn/Dot Detour for the Usage of City Streets during the Hwy 60 Project 2009. The committee discussed the condition of the streets for the detour. After discussing the proposed contract agreement with Mn/Dot it was determined that if any of the streets receive damage due to the detour Mn/Dot will repair them.

Street Committee Recommendation was to approve the agreement with Mn/Dot following the City Attorney Dan McDonald approval.

3. Request for Additional Storm Drain North Fourth Ave.

Craig Muller received a request from the property owner who just built a new home in the lot located in the northwest corner of the 4th ave & 22nd street intersection. They requested the addition of a storm water drain and pipe north of their property and south side of the LaCanne Family Funeral Home. Currently there is a utility easement in that low area. The property owner making the request said they would be willing to pay for the additional drain which would be added to the 4th ave re-con project.

The Street Committee agreed to this request as long as the property owner pays for the drain.

4. Sidewalk Complaint

Caldwell received a complaint of a bad sidewalk in which a resident had tripped and received injuries. Following inspection of the sidewalk Caldwell determined that the section was in violation with city policy therefore he will send a notice of repairs to the property owner. Caldwell also stated that the city has not done any sidewalk evaluations since 2001. If the city receives any complaints he acts accordingly.

Continued page 2

5. Surplus Inventory Sale with Cottonwood County, Windom School & City of Windom April 25th at the Windom Arena

Caldwell stated that he has a few items that are no longer used or needed that could be liquidated. Items listed below:

- a. 3-3point Flail Mowers, 2 working & one for parts
- b. 20" Push Mower
- c. Home Light Portable Cut Off Saw (Chain Saw Type)
- d. 1989 Chevrolet 2500 Pickup (Bad Transmission)
- e. Large Kato Light Portable Generator, V-8 Gas Engine 120/240 Volts. Model 140FPR4 (condition ?)
- f. 10' Aluminum V Hull Boat

The committee recommendation is to sell the above items.

6. Airport Reconstruction Update Equipment;

If the airport runway is reconstructed with concrete the department may have to purchase some additional deicer equipment. Caldwell is currently working on getting information from other airports in the area that have concrete to see what type of materials they use. He will report back at a future meeting.

Meeting Adjourned at 5:05 PM



Minnesota Pollution Control Agency

Marshall Office

March 24, 2009

The Honorable Tom Riordan
Mayor, City of Windom
P.O. Box 38
Windom, MN 56101-0038

RE: Windom Wastewater Treatment Plant
NPDES / SDS Permit Number MN0022217
Compliance Evaluation Inspection

Dear Mayor Riordan:

Enclosed is the Compliance Evaluation Inspection (CEI) report that resulted from an inspection of the Windom Wastewater Treatment Facility (WWTF) on March 23, 2009, by Brad Gillingham of the Minnesota Pollution Control Agency (MPCA).

The CEI consisted of a visual inspection of the facility, a discussion with, Michael Haugen, Glenn Lund, and Randy Lyons, a review of the monthly Discharge Monitoring Reports (DMR's) for the time period from April 2007 to December 2008. The facility's Biosolids land application sites were not inspected. Based on the results of the CEI, no violations of the terms and conditions set forth in the National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS) permit were noted. Please see the attached Compliance Evaluation Report for further detail.

If you have questions, please contact me at 507-476-4255 or 800-657-3864.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Gillingham".

Brad Gillingham
Pollution Control Specialist Senior
Municipal Wastewater Section
Municipal Division

BG:bjw

Enclosure

cc: Michael Haugen, Water/Sewer Superintendent
Mary DeZurik, MPCA, St. Paul, (w/all enclosures)
File Copy: City of Windom WWTP MN0022217

**MINNESOTA POLLUTION CONTROL AGENCY
WATER QUALITY POINT SOURCE PROGRAM
COMPLIANCE EVALUATION REPORT**

Facility Information:

Facility Name: Windom WWTP

Permit Number: MN0022217

Address: 400 South Drake Avenue, Windom, Minnesota 56101

Permit Expiration Date: January 31, 2010

Facility Design Flow: 1.83 MGD (AWW)

Major/Minor Classification: Major

Type of Flow: Domestic

Plant Class: B

Land Application Type: Type IV

24-Hour Contact: Randy Lyons

Phone: 507-831-1302

Geographic Information:

MPCA Region: Southwest

County: Cottonwood

Basin: Des Moines River

Major Watershed: Des Moines River (Headwaters)

Receiving Water: Des Moines River, West Fork (2B,3B,4A,4B,5,6)

Those Present during the Inspections:

Facility Representatives:

Michael Haugen, Water/Sewer Superintendent

Randy Lyons, Operator

Glenn Lund, Operator

MPCA Representative: Brad Gillingham

Inspection Information:

Inspection Date: March 23, 2009

Inspection Type: CMS, Domestic Municipal without Sampling

Inspection Category: State

Facility Components:

4 Activated Sludge - extended aeration

2 Filter - sand with backwash

2 Bar Screen - mechanical

1 Aerobic Digester, designed as a process control

1 Grit Removal

1 Chlorination

2 Secondary Clarifier

1 Gravity Thickening

3 Storage Tank

Waste Contributors:

SIU000084 PM-Windom - SIU
SIU000085 The Toro Company - SIU
MN0022217 Windom WWTP

Treatment Plant Operators:

<u>Name</u>	<u>Phone</u>	<u>Class</u>	<u>Expiration</u>
Haugen, Michael H.	507-831-6138	Type 4O	5/1/2010
Haugen, Michael H.	507-831-6138	Class A	5/1/2010
Lund, Glenn	507-831-6138	Type 4O	6/1/2011
Lund, Glenn	507-831-6138	Class B	5/1/2011
Lyons, Randy	507-831-6138	Class B	4/1/2010
Rogers, Jack	507-822-0772	Class SB	3/1/2011
Ward, Eric Justin	507-831-6138	Class SD	2/1/2011

INSPECTION SUMMARY

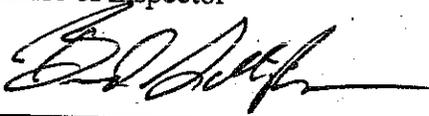
A Compliance Monitoring Survey (CMS) was conducted on March 23, 2009, by Brad Gillingham of the Minnesota Pollution Control Agency (MPCA) to determine the city of Windom (City) Wastewater Treatment Facility's (Facility) compliance status with the terms and conditions of its National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS) Permit. The following is a summary of the findings and comments resulting from that inspection.

COMMENTS:

1. Discharge Monitoring Reports (DMRs) were reviewed for the 21-month period of April 2007 – December 2008. The Facility had no effluent violations noted with the terms and conditions set forth in the NPDES/SDS Permit during the review period.
2. An influent flow review was completed for the 12-month period of January 2008 to December 2008. The NPDES/SDS Permit indicates that the Average Wet Weather Design Flow is 1,830,000 gallons per day. The average daily influent flow was 1,011,915 gallons per day during the review period.
3. A thunderstorm had moved through the City prior to the inspection and electrical power was out throughout the City. The Facility and three lift stations were operating off emergency generators at the time of the inspection.
4. The main lift station generator was smoking profusely. The operator indicated that the generator, as well as other components of the lift station, was the original model placed at the lift station in the 1970's. The City should upgrade/repair the generator and any other components of the main lift station that are in need of upgrade or repair.
5. The City's 2008 Pretreatment Annual Report (Annual Report) was discussed during the inspection. The City has two Significant Industrial Users (SIU) that discharge to the Facility, PM-Windom and the Toro Company (Toro). The Annual Report indicated that Toro did not have any violations of their permit. The Annual Report indicated that PM-Windom had CBOD violations in January, February, March and December 2008 and was surcharged on the sewer bill.
6. The City received a Notice of Violation (NOV) on May 7, 2007, as a result of Nitrogen, Ammonia violations that were attributed to TKN and other high-strength waste overloading from PM Windom. The City indicated in a May 29, 2007, response to the NOV that it was working with PM-Windom to review the TKN loading parameters contained in the SIU agreement. To this date, there has not been any modification made to decrease the loading limits contained in the SIU agreement. Landform Engineering has recently completed a PM-Windom Pre-Treatment study. The City should review this study and make adjustments

to the SIU agreement with PM-Windom in order to remain in compliance with the effluent limits contained in the Permit

7. The City indicated a long range goal of achieving an average of 4.5 mg/L total phosphorous (TP) in the Phosphorous Management Plan (PMP) that was submitted on December 29, 2004. The Facility had been making progress in reducing its average effluent TP between the years of 2003-2005 and averaged 5.6 mg/L in 2005. The Facility's average effluent TP has increased since 2005. The Facility had an average effluent TP of 6.54 mg/L in 2006, 7.32 mg/L in 2007 and 8.05 mg/L in 2008. The Facility continues to receive high phosphorous loading from PM-Windom. The City should continue to work with PM-Windom to reduce TP loading.
8. The 2008 Biosolids Annual Report (Report) was submitted on time and reviewed prior to the inspection. The Report was complete and there were no deficiencies noted during the review.
9. The City only monitors for pH, dissolved oxygen (DO) and total residual chlorine (TRC) at the Facility. The City contracts with Minnesota Valley Testing Laboratory (MVTL) as their certified testing laboratory and with North Shore Analytical, Inc. for Mercury testing.

Signature of Inspector	Date
	3/24/2009

Comments and questions should be addressed to:

Brad Gillingham
Minnesota Pollution Control Agency
1420 East College Drive, Suite 900
Marshall, Minnesota 56258
507-476-4255

Date/Time received: 3/30/09 10:00 AM

Agenda Request Form

(This form can be used only once a month by the same individual(s). It is not a venue to bypass policies and procedures of city commissions and committees.)

Name: Kevin Freking Telephone No: 831-9901

Address: 1236 3rd

Date of Council Meeting: April 7th (Agenda item must be turned into the city office by Friday noon preceding the Tuesday meeting.)

Subject: See have Tractor at my house - Storage

Have you brought this to the attention of the appropriate department head? Yes -
Committee? Planning/Zoning - no

Hand-outs, audio-visual materials (These must be simple and set up directly before you speak and taken down directly afterward): _____

This format gives citizens an opportunity to express concerns to the council without expectation of discussion or action. No more than two (2) people should speak on the same topic at one meeting. Remarks should not exceed five (5) minutes per person. They should be directed to the council as a whole and not to any individual member or department head.

Kevin Freking
Signature



MEMO

To: Mayor and City Council
From: James Kartes, Zoning Administrator
Date: April 2, 2009
Re: Public Comment (For 4-7-09 City Council Meeting)

The purpose of this Memo is to provide you with background information concerning an item which has been placed on the Agenda for the April 7, 2009, City Council Meeting.

Kevin Freking has submitted an Agenda Request Form to appear before the City Council to see if he can have a tractor at his house – storage.

Mr. Freking contacted me on March 30, 2009, concerning his request to leave a tractor sit on his residential property at 1236 Third Avenue. I informed Mr. Freking that the Windom City Code does not allow farm tractors (farm machinery) to be placed on residential property. I advised Mr. Freking that he could store his tractor in a garage.

This is not the first time that this issue has occurred in connection with Mr. Freking's property. In December, 2006, my office received numerous complaints concerning the placement of several tractors and other machinery, parts, and various miscellaneous items on Mr. Freking's property. Attached to this Memo are pictures of the Freking property in December, 2006. As you review the pictures, you will also notice the conditions of the tractors and other machinery. A cleanup letter was sent to Mr. Freking on December 27, 2006.

Chapter 13 of the City Code contains provisions concerning accumulations in the open of discarded or disused items including, but not limited to, machinery, motor vehicle bodies or parts, tires, batteries, etc. (Section 13.04, Subd. 10.)

Section 13.02, Subd. 11 contains the definition of junk yards and provisions concerning junk yard storage.

Section 13.06, Subd. 1 and 2, of the City Code set forth provisions concerning inoperable/unlicensed/junk vehicles within the city limits.

Copies of these City Code sections are attached to this Memo.

Also attached are copies of the definitions of "motor vehicle" and "farm tractor" from Chapter 169 of the Minnesota Statutes.

Should you have any questions concerning this Memo, please do not hesitate to contact me.

JK:mah

Attachments

CHAPTER 13 – PUBLIC NUISANCE

Cited Portions from Chapter 13:

SECTION 13.02. Public Nuisance Affecting Health. The following acts, commissions, places, conditions and things are hereby specifically declared to be public health nuisances, but shall not be construed to exclude other health nuisances coming within the definition of Section 13.01 of this section:

Subd. 11. Storage Restrictions.

D. Junk Yards. For the purpose of this Subdivision, the words “junk yards” shall be defined as: Land or buildings where waste, discarded or salvaged materials are bought, sold, exchanged, stored, cleaned, packed, disassembled or handled, including, but not limited to scrap metal, rags, paper, hides, rubber products, glass products, lumber products, and products resulting from the wrecking of automobiles or other vehicles.

All Junk Yard storage shall be hidden from view from any public right-of-way and adjacent properties. This shall be accomplished by fencing and/or screening as specified in Chapter 11, Section entitled “Fencing and Screening. This subdivision shall not prevent businesses that sell salvaged material from displaying material to the public in a manner that is deemed necessary for said business purposes, as long as said storage and display does not violate any other of the provisions of this Chapter.

SECTION 13.04. Public Nuisances Affecting Peace and Safety. The following acts, omissions, places, conditions and things are hereby declared to be public nuisances affecting peace and safety, but such enumerations shall not be construed to exclude other nuisances affecting public peace and safety coming within the provisions of Section 13.01 of this Section:

Subd. 10. Accumulations in the open of discarded or disused items including, but not limited to, machinery, household appliances, household furniture and flooring, any materials not designed for outdoor use, motor vehicle bodies or parts, tires, batteries, unused and/or discarded construction materials; accumulations of any materials in a manner conducive to the harboring of rats, mice, snakes, or vermin; or the rank growth of vegetation among the items so accumulated; or accumulations in a manner creating fire, health or safety hazards.

SECTION 13.06. Inoperable/Unlicensed/Junk Vehicles. In the interest of promoting public health, safety and welfare, the City does hereby enact this Section governing the parking and storing of junk vehicles as follows:

Subd. 1. No person shall leave any partially dismantled, non-operating, wrecked or junked vehicle on any street or highway within the City.

Subd. 2. All vehicles on property within the City limits shall be currently licensed and in running order (operable condition) or properly licensed and stored as a collector vehicle. No person in charge or control of any property within the City, whether as owner, tenant, occupant, lessee or otherwise, shall allow any partially dismantled, non-operating, wrecked, junked or discarded vehicle to remain on such property longer than 96 hours. No person shall leave any such vehicle on any property within the City for a longer time than 96 hours. Except, that this Section shall not apply to: (1) a vehicle in an enclosed building, or (2) a vehicle on the premises of a business enterprise operated in a lawful place and manner when necessary to the operation of such business enterprise, provided that such vehicle is located on the premises for a period of not longer than one year; or (3) a vehicle which has been placed by the City in an appropriate storage place or depository maintained in a lawful place and manner.

2006 Minnesota Statutes

To view the section currently in effect, visit the current version.

169.01 DEFINITIONS.

Subdivision 1. **Terms.** For the purposes of this chapter, the terms defined in this section shall

have the meanings ascribed to them.

Subd. 2. **Vehicle.** "Vehicle" means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices used exclusively upon stationary rails or tracks.

Subd. 3. **Motor vehicle.** "Motor vehicle" means every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires. Motor vehicle does not include an electric personal assistive mobility device or a vehicle moved solely by human power.

Subd. 3a. **Passenger vehicle.** "Passenger vehicle" means a passenger automobile defined in section 168.011, subdivision 7; a pickup truck defined in section 168.011, subdivision 29; a van defined in section 168.011, subdivision 28; and a self-propelled, recreational vehicle licensed under chapter 168 to use the public streets or highways. "Passenger vehicle" does not include a motorcycle, motorized bicycle, bus, school bus, a vehicle designed to operate exclusively on railroad tracks, a farm truck defined in section 168.011, subdivision 17, or special mobile equipment defined in section 168.011, subdivision 22.

Subd. 4. **Motorcycle.** "Motorcycle" means every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including motor scooters and bicycles with motor attached, other than those vehicles defined as motorized bicycles in subdivision 4a, but excluding a tractor.

Subd. 4a. **Motorized bicycle.** "Motorized bicycle" means a bicycle that is propelled by an electric or a liquid fuel motor of a piston displacement capacity of 50 cubic centimeters or less, and a maximum of two brake horsepower, which is capable of a maximum speed of not more than 30 miles per hour on a flat surface with not more than one percent grade in any direction

manufacturer
as the loaded weight of a single vehicle. A "type III school bus" and "type III Head Start bus"
must not be outwardly equipped and identified as a type A, B, C, or D school bus or type A, B, C,
or D Head Start bus. A van or bus converted to a seating capacity of ten or fewer and placed in
service on or after August 1, 1999, must have been originally manufactured to comply with the
passenger safety standards.

Subd. 7. **Truck-tractor.** "Truck-tractor" means:
(1) a motor vehicle designed and used primarily for drawing other vehicles and not constructed to carry a load other than a part of the weight of the vehicle and load drawn;
and
(2) a motor vehicle designed and used primarily for drawing other vehicles used exclusively
for transporting motor vehicles or boats and capable of carrying motor vehicles or boats on its
own structure.

Subd. 8. **Farm tractor.** "Farm tractor" means every motor vehicle designed and used primarily as a farm implement for drawing plows, mowing machines, and other implements of
husbandry.

Subd. 9. **Road tractor.** "Road tractor" means every motor vehicle designed and used for
drawing other vehicles and not so constructed as to carry any load thereon either independently or
any part of the weight of a vehicle or load so drawn.

Subd. 10. **Trailer.** "Trailer" means any vehicle designed for carrying property or passengers
on its own structure and for being drawn by a motor vehicle but does not include a trailer drawn
by a truck-tractor semitrailer combination or an auxiliary axle on a motor vehicle which carries a
portion of the weight of the motor vehicle to which it is attached.

Subd. 11. **Semitrailer.** "Semitrailer" means a vehicle of the trailer type so designed and
used in conjunction with a truck-tractor that a considerable part of its own weight or that of its
load rests upon and is carried by the truck-tractor and includes a trailer drawn by a truck-tractor
semitrailer combination.

Subd. 12. **Pneumatic tire.** "Pneumatic tire" means every tire in which compressed air is
designed to support the load.

Subd. 13. **Solid tire.** "Solid tire" means every tire of rubber or other resilient material which



1236 3Ave Kevin Freking



ACCESS & UTILITY EASEMENTS

This Agreement is made and entered into as of April __, 2009 by and between the **City of Windom**, a Municipal Corporation under the laws of the state of Minnesota ("Windom"), and **Consolidated Ready Mix, Inc.**, a South Dakota corporation ("CRM").

Recitals

CRM owns and occupies the real property described in **Exhibit A** defined as the "CRM Property", which was recently purchased from The Bosshart Company ("Bosshart").

Windom owns and operates a public park north of the CRM Property, one access to which crosses over a portion of the CRM property.

By a prior agreement between Windom and Bosshart dated May 6, 1987 (the "Expired Agreement"), Windom installed and maintained test wells for sampling ground water on a certain portion of the CRM Property described as the "Monitoring Well Property" in **Exhibit B**, which agreement expired by its own terms on May 6, 2007 (after an extension for 10 years occurring on May 6, 1997).

By a prior verbal agreement between Windom and Bosshart, Windom installed and maintained a production well on a certain portion of CRM property described as the "Production Well Property" as more specifically set forth on **Exhibit D**.

As and for access to the public park located north of the CRM Property, Windom requests an access easement over a limited portion of the CRM Property as legally described and drawn in **Exhibit C** hereto (the "Access Easement Property").

That Windom has installed and maintained public utilities for sewer, water and other utilities, across the west 53 feet of CRM property and across the north 50 feet of the CRM property, described as the "Utility Easement Property" in **Exhibit E**. Windom requests a perpetual utility easement as part of this Agreement.

NOW THEREFORE, The parties hereto desire to set forth the specific agreements for all of the above issues as follows.

A. MONITORING WELL

1. CRM hereby grants to Windom a limited easement of access to and use of the Monitoring Well Property solely for purposes of operating and maintaining the existing well in accordance with the terms of this Agreement.

2. Access to the Monitoring Well Property shall be solely by direct access from County State Aid Highway No. 13, and no other. Windom shall be solely responsible for maintaining and restricting access to said Well at its sole cost and expense.

3. Windom shall use the well solely for the purpose of obtaining sampling of groundwater or obtaining elevations of ground water and shall not use the wells for any other purposes. During the term of this Utility Easement, Windom may use, inspect, maintain, and repair said well and the existing distribution lines and cables. Windom shall maintain a protective barrier around the wells and shall be solely responsible for controlling and restricting third party access to the well.

4. Windom shall maintain the Monitoring Well Property free of debris so as not to cause any interference or diminishing of value of the CRM Property. To the extent of any damage to the Monitoring Well Property or the CRM Property, Windom shall repair any said damage and/or reimburse CRM for all of its costs and expenses in repairing said property.

5. Windom shall hold CRM harmless from any and all claims relating to Windom's use of the Monitoring Well Property and/or the well.

6. Windom's rights with respect to the Monitoring Well Property shall terminate on the 25-year anniversary of the date of this agreement. Prior to said termination date, Windom shall properly seal the well in accordance with then applicable federal, state and local laws and regulations, and shall remove all structures placed thereon and return the property to a useable, safe state. At the discretion of CRM, Windom shall also remove or block the access to the Monitoring Well Property so as to prevent any unauthorized public access.

B. ACCESS EASEMENT

1. For good and valuable consideration paid to CRM, the receipt of which is hereby acknowledged, CRM does hereby grant, bargain, sell, transfer and convey unto Windom, their successors and assigns, a non-exclusive access easement (the "Access Easement") solely for the right of access for ingress and egress on, over, across and through the Access Easement Property as set forth in Exhibit C for access to Windom's city park abutting the CRM Property. Both CRM, its successors and assigns, and Windom, and the public subject to the restrictions herein, shall have the right to use the Access Easement Property for ingress and egress to their respective properties. Windom shall be solely responsible for controlling and restricting the public's use and access on the Access Easement Property. Except as to only the Access Easement Property, no public access shall be permitted or allowed on the CRM property, except as CRM may allow for operations of its customers and business relations. No additional or further rights or benefits are granted hereunder.

2. Windom shall be solely responsible for the maintenance and repair of the driveway on the Access Easement Property, including snow removal. CRM shall retain rights to use the Access Easement Property for its private use, provided that existing access is maintained and not diminished materially.

3. Windom shall maintain the Access Easement Property free of debris so as not to cause any interference or diminishing of value of the CRM Property. Windom shall hold CRM harmless from any and all claims relating to Windom's and the public's use of the Access Easement Property and the driveway thereon.

4. The access easement herein shall be perpetual, and dedicated for public use as a road for the benefit of the public.

C. PRODUCTION WELL

1. CRM hereby grants to Windom a limited easement of access to and use of the Production Well Property solely for the purpose of operating and maintaining the existing production well in accordance with the terms of this Agreement.

2. Access to the Production Well Property shall be solely by direct access from Lakeview Street, and no other. Windom shall be solely responsible for maintaining the restricting access to said production well as its sole cost and expense.

3. During the term of this easement, Windom may use, inspect, maintain, and repair said well and the existing distribution lines and cables. Windom shall maintain a protective barrier around the well and shall be solely responsible for controlling and restricting third party access to the well.

4. Windom shall maintain the Production Well Property free of debris so as not to cause any interference or diminishing of value of CRM property. To the extent of any damage to CRM property, Windom shall repair any said damage and/or reimburse CRM for all of its costs and expenses in repairing said property.

5. Windom shall hold CRM harmless for any and all claims relating to Windom's use of the Production Well Property.

6. Windom's rights with respect to the Production Well Property shall terminate on the 25-year anniversary of the date of this agreement. Prior to said termination date, Windom shall properly seal the well in accordance with the then applicable federal, state and local laws and regulations and shall remove all structures placed thereon and return the property to a usable safe state.

D. UTILITY EASEMENT

1. CRM hereby grants to Windom a perpetual utility easement as set forth on **Exhibit E** for the maintenance, use, installation, repair and improvement of its sewer, water and utility lines.

2. Windom's rights with respect to the perpetual utility easement shall be deemed to run with the land.

E. MISCELLANEOUS PROVISIONS

The easement rights granted herein may not be assigned to any other parties except that it shall be transferrable only with the transfer of the benefitting property. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, whether by facsimile or original signature, and which when taken together will constitute the same instrument. This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior oral or written agreements regarding the subject matter contained herein.

IN WITNESS WHEREOF, the parties hereto set forth their names in Agreement.

CITY OF WINDOM, MINNESOTA

By _____, as approved by Resolution of the City Council on _____, 2009

STATE OF MINNESOTA)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2009, by _____, on behalf of City of Windom, Minnesota.

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

CONSOLIDATED READY MIX, INC.

By
Its

STATE OF COLORADO)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2009, by _____, on behalf of Consolidated Ready Mix, Inc.

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Drafted By:
Fred W. Krahmer
Krahmer & Nielsen, PA
204 Lake Ave, Ste 201
Fairmont, MN 56031
507-238-9432

Exhibit A

The "CRM Property" means the following legally described parcel:

Government Lot 2 of Section 25, Township 105, Range 36, all in Cottonwood County, excepting therefrom the following described parcel:

Part of Government Lot 2 in section 25, Township 105 North, Range 36 West in the City of Windom, Cottonwood County, Minnesota, described as follows:

Commencing at an existing iron monument at the Southeast corner of Government Lot 2 in said Section 25; Thence North 00 Degrees 15 Minutes 17 Seconds East, bearing based on Cottonwood County Coordinate System, along the East line of said Government Lot 2, a distance of 663.37 feet, to the Point of Beginning; Thence North 89 Degrees 44 Minutes 43 Seconds West a distance of 466.00 feet; Thence North 00 Degrees 15 Minutes 17 Seconds East, parallel with the East line of said Government Lot 2, a distance of 320 feet, more or less, to the shoreline of Cottonwood Lake; thence Easterly and Northeasterly, along the shoreline of said Cottonwood Lake, a distance of 500 feet, more or less, to a point that bears North 00 degrees 15 Minutes 17 Seconds East from the Point of Beginning; thence South 00 Degrees 15 Minutes 17 Seconds West, along the East line of said Government Lot 2, a distance of 424 feet, more or less, to the Point of Beginning.

And Also reserving and excepting from said Government Lot 2 of Section 25, a 30 foot wide utilities access easement benefiting the above 3.5 acre tract, the exact location to be mutually agreed between the Grantor and Grantee.

EXHIBIT B
Monitoring Well Property

Beginning at the Southwest corner of Government Lot 2 of Section 25, Township 105, Range 36, thence east 600 feet to the point of beginning, thence North at right angles 40 feet, thence East at right angles 300 feet, thence South at right angles 40 feet, thence west at right angles 300 feet to the point of beginning.

EXHIBIT C
Access Easement Property

An easement 40.00 feet in width over and across a strip of land in Government Lot 2, Section 25, Township 105 North, Range 36 West, Cottonwood County, Minnesota lying 40.00 feet (measured at right angles) southerly of and adjoining the following described Line A.

Line A. Beginning at the Northwest corner of said Government Lot 2; thence South 89 degrees 54 minutes 59 seconds East, along the north line of said Government Lot 2, a distance of 300.00 feet and said Line A there terminating.

EXHIBIT D
Production Well Property

The "Production Well Property" legally described as follows:

The South 50 feet of the North 358 feet of the West 153 feet of Government Lot 2 in Section 25, Township 105 North, Range 36 West, City of Windom, Cottonwood County, Minnesota.

EXHIBIT E
Utility Easement Property

A permanent utility easement for sewer, water, and utilities over, across, under and through:

- 1. The West 53 feet of “CRM Property”;**
- 2. The South 10 feet of the North 50 feet of the West 300 feet of “CRM Property”.**

RESOLUTION #2009-

INTRODUCED:

SECONDED:

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

RESOLUTION ADOPTING AWAIR PROGRAM

WHEREAS, OSHA requires the City to adopt “A Workplace Accident and Injury Reduction” program (AWAIR); and

WHEREAS, the City has adopted safety programs for specific areas which were developed by the Minnesota Municipal Utilities Association; and

WHEREAS, the Minnesota Municipal Utilities Association has developed an AWAIR program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDOM, COTTONWOOD COUNTY, MINNESOTA, THAT: The City Council hereby adopts “A Workplace Accident and Injury Reduction” program to be implemented in the Administration, Recreation, Pool & Arena, Public Works, Finance, Liquor, Library, Police, Economic Development, Building & Zoning, Community Center, Telecommunications, Ambulance and Fire Departments.

Adopted by the City Council of the City of Windom, Cottonwood County, Minnesota, this 7th day of April, 2009.

Kirby G. Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

**City
Windom**

And

**Windom
Public Utilities**

AWAIR Program

**A Workplace Accident
and
Injury Reduction Program**

TABLE OF CONTENTS

Table of Contents	i
Annual Review Form	ii
Personnel in Charge of Safety.....	iii
Section 1: Introduction.....	1
Section 2: Goals and Objectives.....	2
Section 3: Roles and Responsibilities	3
Section 4: Hazard Identification, analysis and Control.....	5
Section 5: Communication.....	6
Section 6: Contractors' Duties	7
Section 7: Accident Investigation	8
Figure 1: Accident and Injury Flowchart.....	9
Section 8: Enforcement of Safety and Health Programs.....	10
Section 9: Program Review.....	11
Section 10: Safety Committees	12

City of Windom and Windom Public Utilities

The City of Windom and Windom Public Utilities' AWAIR (A Workplace Accident and Injury Reduction) Program is reviewed on an annual basis.

Year in Review	Date Reviewed	Reviewed By:	Approved Document Sent to City and or General Manager
2009			
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			

See Section 9 for Details

City of Windom & Windom Public Utilities
Personnel in Charge of Safety

The following City of Windom and Windom Public Utilities' personnel are in charge of the Safety and Health Programs for the City of Windom and Windom Public Utilities.

City of Windom

City Administrator: (Overall safety and health responsibilities)	Steve Nasby	(507) 831-6129 Work (319) 321-2637 Cell
Public Safety: Chief of Police:	Jeff Shirkey	(507) 831-6134
Fire Dept: Chief:	Dan Fossing	(507) 831-6128 Work (507) 822-1098 Cell
Public Works: Street Superintendent:	Bruce Caldwell	(507) 831-6137 Work (507) 822-1675 Cell
Recreation & Arena	Al Baloun	(507) 831- 6122 Work (507) 822- 1521 Cell
Liquor Store	Gene Lening	(507) 831- 6132 Work
Community Center	Brad Bussa	(507) 831- 6149 Work (507) 822-7843 Cell

Windom Public Utilities:

Electric Utility Manager:	Marv Grunig	(507) 831-6151 Work (507) 822-3378 Cell
Water & Waste Water Superintendent:	Mike Haugen	(507) 831-6138 Work (507) 822-1675 Cell
Telecommunications Manager	Dan Olsen	(507) 832-8000 Work (507) 822-0549 Cell

Section 1: Introduction

In 1990, the State of Minnesota amended the Occupational Safety and Health Act. Minnesota Statutes Chapter 182.653 subd.8 requires employers in certain industries to develop written, comprehensive workplace safety and health programs which are based on the NAICS (North American Industry Classification System) system. This legislation is known as A Workplace Accident and Injury Reduction (AWAIR) Act. Programs developed to comply with the act are known as AWAIR programs. The requirements of the act are as follows:

1. How managers, supervisors and employees are responsible for implementing the program and how continued participation of management will be established, measured and maintained;
2. The methods used to identify, analyze and control new or existing hazards, conditions and operations;
3. How the plan will be communicated to all affected employees so that they are informed of work-related hazards and controls;
4. How workplace accidents will be investigated and corrective action implemented; and
5. How safe work practices and rules will be enforced

We, the employer, shall conduct and document a review of the workplace accident and injury reduction program at least annually and document how procedures set forth in the program are met.

MN OSHA has adopted a list of NAICS codes that we have determined to exist within our jurisdiction as a public entity. These departments are under our blanket AWAIR program. The NAICS codes for the departments under our AWAIR Program are as follows:

• City/Utility Administration	9211xx
• Police Department	922120
• Fire Department	922160
• Electric Department (including Generation, Transmission, and Distribution)	2211xx
• Parks	924120
• Street Department	237310
• Wastewater (Sewer Treatment) Utility	221320
• Water Utility	221310
• Storm Water	221320
• Airport	488190
• Library	519120
• Ambulance	621910
• General Government Support	921190
• Recreation	924120
• Telecommunications	517110
• Community Center	924120
• Liquor Store	445310

Section 2: Goals and Objectives

Central to our AWAIR program are the goals and objectives we, as an organization, have set for our overall safety and health program. The goals establish the direction for our program and state what we are attempting to achieve through this program. Our goals are generally challenging to reach or complete, but are also possible to achieve. The goals are specific to the City of Windom and Windom Public Utilities. Our objectives are specific actions that we will be taking to attempt to achieve those goals. Our objectives can either be measured or demonstrated.

Goal 1: Continuously reduce annual lost work day incident rate below level from previous year and actively encourage employee involvement in health and safety programs.

Objectives:

1. We will address all employee safety issues in a timely manner (i.e., hazards that potentially pose an imminent danger of death or serious physical injury will be initially addressed within one shift and other hazards will be initially addressed within one week).
2. We will perform a monthly safety inspection of all departments and will take corrective action or begin investigating long-term solutions for all hazards identified during the inspection within one week.
3. We will investigate all accidents and near-miss events and will take corrective action within 24 hours to prevent a recurrence.

Goal 2: We will establish and maintain a company culture that is committed to workplace safety and health.

Objectives:

1. We will conduct regular safety meetings, at least on a quarterly basis, to inform employees about specific workplace safety and health issues and to build an overall awareness of employee safety and health.
2. We will actively enforce all safety rules throughout the company.
3. Assign responsibilities.
4. Establish systems for identifying, analyzing and controlling hazards.
5. Communicate program effectively and encourage employee participation.
6. Investigate all incidents and near misses.

Section 3: Roles and Responsibilities

For Everyone in the Organization:

All employees, including supervisors and managers, must follow all safety rules at all times.

For Employees:

1. Employees must promptly report any safety and health hazards they observe to their supervisor or safety committee representative.
2. An employee's first priority is to perform each job task safely. If an employee is unsure how to perform the task safely, he or she must consult with their supervisor.
3. Employees must wear personal protective equipment as required for their protection and maintain the equipment in a sanitary manner.
4. Employees must report all accidents and near misses to their supervisor immediately upon occurrence.

For Supervisors:

1. Supervisors must discuss any current safety issues with their employees at the beginning of all regularly scheduled staff safety meetings or at the tailgate/toolbox meetings.
2. Supervisors will address all safety concerns raised by staff by initially investigating the issue, determining if the concern is valid and taking appropriate corrective action whenever necessary. Corrective action can include ordering new equipment, issuing maintenance work orders or consulting with the safety director, the safety committee or upper management.
3. Immediately upon learning of an accident or near miss the supervisor must initiate an investigation and submit the completed accident investigation report to the safety director.
4. Supervisors will actively and positively participate in all safety committee inspections of their assigned areas.

For Safety Directors:

1. The safety director will serve as the lead person in the organization for safety and health issues and will serve as an ex officio member of the safety committee.
2. The safety director must review all First Reports of Injury and Accident Investigation Reports with the safety committee and take appropriate action to prevent recurrence.
3. The safety director will conduct all safety training required by regulation or identified by management, supervision or the safety committee as a need to assure a safe workplace.
4. The safety director will recommend improvements in physical plant, machinery, equipment, raw materials and personal protective equipment to management, supervision and the safety committee.

For Safety Committees:

1. The safety committee will conduct regular meetings and conduct area inspections to review accident reports, identify hazards and address any and all safety concerns raised by employees, first-line supervision or the safety director.
2. The safety committee will review the AWAIR program at least annually and make recommendations concerning updates and revisions to the program to senior management and the safety director.
3. Safety committee members will include all full time employees, and will address all safety concerns brought to them by their coworkers. These concerns should be handled by initially investigating the issue with the area supervisor to determine if the concern is valid and then, as necessary and appropriate, bring the issue to the safety director and city administration.

For Management:

1. Managers will communicate to all employees and supervisors the importance of worker safety and health throughout the organization.
2. Management shall review all safety concerns brought forward by the safety director, the safety committee or first-line supervision and take appropriate action.
3. Top management shall review the AWAIR program and any recommended revisions from the safety committee at least annually, make the appropriate revisions and work with the safety director, the safety committee and first-line supervision to communicate the revisions throughout the organization.
4. Management will provide the resources to improve safety and health throughout the entire organization. This includes providing employees and supervisors with the authority to identify and correct hazards, the budget to purchase new equipment or make repairs, the training necessary to work safely and to recognize hazards, and the systems to get repairs made, materials ordered and other improvements accomplished. Management also establishes the importance of the AWAIR program, both by the priority they give workplace safety and health issues and by the example they set by initiating safety and health improvements, correcting hazards, enforcing safety rules, rewarding excellent performance in safety and health, and by following all safety rules. Safety and health programs are similar to quality improvement and other efforts organizations engage in to continually improve performance, customer service, competitiveness, organizational culture, etc.

Section 4: Hazard Identification, Analysis and Control

The City of Windom and Windom Public Utilities will use the following steps to identify hazards:

- ✓ Walk-around inspections by first-line supervisors, management or the safety committee
- ✓ Job or safety hazard analyses of different parts of the operation
- ✓ Inspections should be done on a regular basis to identify both newly developed hazards and those previously missed
- ✓ Periodic industrial hygiene monitoring and sampling for agents such as hazardous substances, noise and heat
- ✓ Job hazard identification checklists
- ✓ Employee reporting of workplace safety and health hazard
- ✓ Employee hazard abatement suggestions
- ✓ Preventative maintenance inspections
- ✓ Engineering controls
- ✓ Administrative controls
- ✓ Personal protective equipment

Section 5: Communication

All managers and supervisors are responsible for communicating with all workers about occupational safety and health in a form readily understandable by all workers. Our communication system encourages all workers to inform their managers and supervisors about workplace hazards without fear of reprisal. Our communication system includes one or more of the following checked items:

- New worker orientation including a discussion of safety and health policies and procedures
- Review of our program
- Training programs
- Regularly scheduled safety meetings
- Posted or distributed safety information
- A system for workers to inform management about workplace hazards

Section 6: Contractors' Duties

All contractors shall follow any and all Minnesota OSHA, Federal OSHA, MN DOT, MPCA and other regulatory agencies rules that pertain to their work sites in the State of Minnesota. All contractors shall be responsible for initiating, maintaining and supervising safety and health related policies, programs and work practices in connection with the performance of contractual work.

Duties to Subcontractors

Contractors that use sub-contractors shall be responsible for communicating any and all safety and health related information to those subcontractors and shall ensure that subcontractors initiate, maintain and supervise safety and health related polices, programs and work practices while performing subcontracted work.

Imminent Danger

In the event of an imminent danger situation, the City of Windom and Windom Public Utilities reserves that right to suspend contracted work if said work exposes the employees of either employer to imminent danger.

Imminent Danger Definition per MN OSHA:

Imminent danger situations are given top priority. An imminent danger is any condition or practice that presents a substantial probability that death or serious physical harm could occur immediately or before the danger can be eliminated through normal enforcement procedures. MN OSHA becomes aware of these situations through reports received from employees, the general public or direct observation by an investigator.

If an imminent danger situation is identified, the safety and health investigator will ask the employer to voluntarily eliminate the hazard and to remove the endangered employees from exposure. If the employer fails to do this, MN OSHA may "red tag" the equipment or job site for 72 hours.

Section 7: Accident Investigation

Procedures for investigating workplace accidents, hazardous substance exposures, and near misses include:

1. Interviewing injured workers and witnesses;
2. Examining the workplace for factors associated with the accident/exposure;
3. Determining the cause of the accident/exposure;
4. Taking corrective action to prevent the accident/exposure from re-occurring; and
5. Recording the findings and actions taken. It should not be to affix blame.

Each contributing factor should be traced back to its root cause. A written report that describes the accident, its causes and recommendations for corrective action and prevention will be prepared and presented to management.

The ultimate goal of the investigation is to determine the basic and root causes and to determine appropriate corrective action so the incident does not happen again. To simply attribute an accident to "employee error," without further consideration of the basic causes, deprives the organization of the opportunity to take real preventive action. Possible use of engineering controls, improved work practices and administrative controls should be considered to help employees do their jobs safely. Management practices may also be considered as a possible basic factor. For example, if there is managerial or supervisory pressure to increase production or cut costs, employees may take unsafe shortcuts in work procedures or necessary preventive maintenance may be delayed or skipped.

Figure 1: Accident and Injury Flowchart

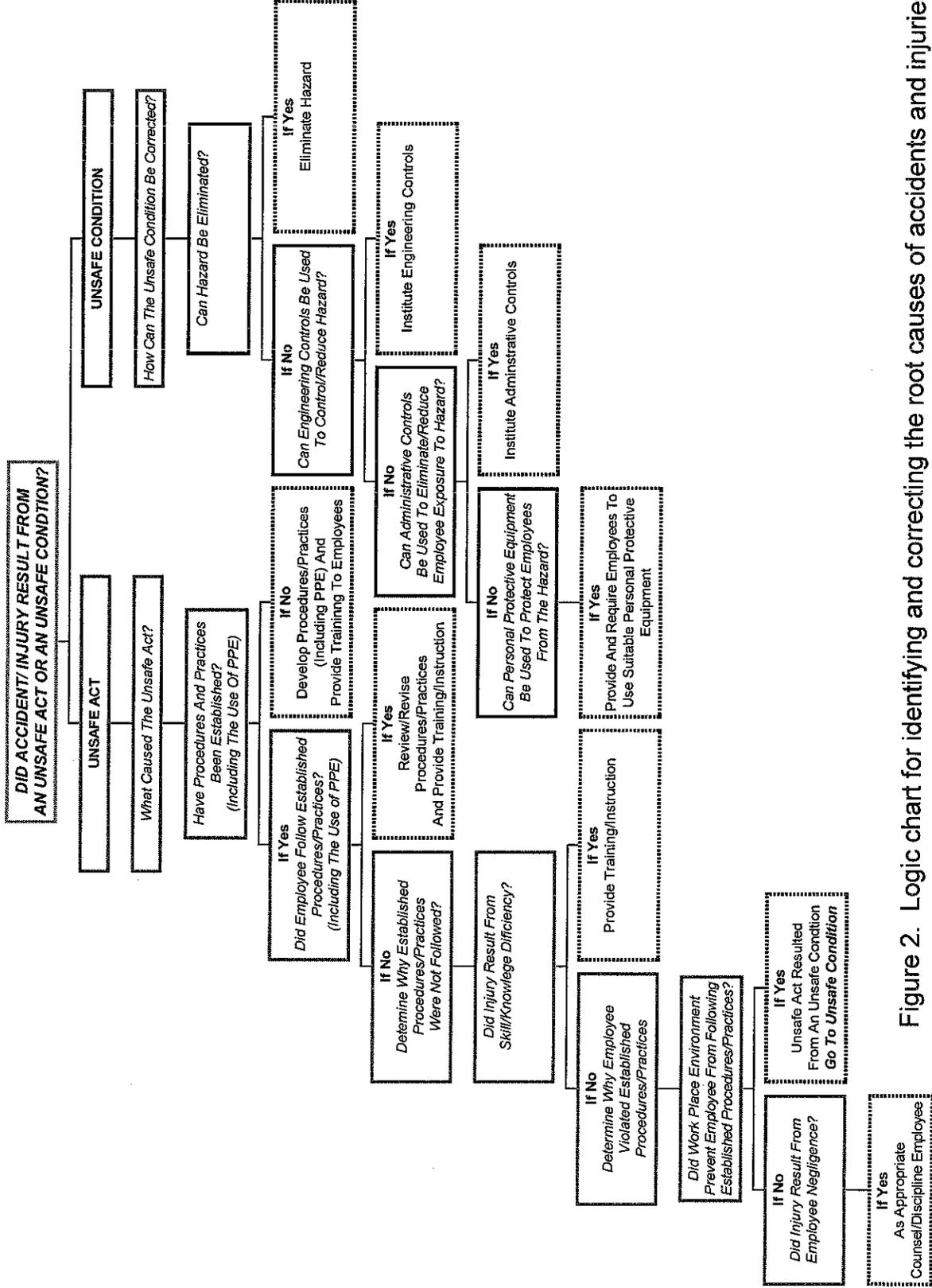


Figure 2. Logic chart for identifying and correcting the root causes of accidents and injuries.

Section 8: Enforcement of Safety and Health Programs

Enforcement of safe work practices should be fair, consistent throughout the organization, and based on established policy which can be found in our Employee Handbook. Management and supervision should be conscious of the examples they set for the workplace and should obey the same rules as the rest of the workforce.

Unsafe or unhealthy work action by all employees shall be corrected in a timely manner based on the severity of the hazards. The enforcement of the program will follow discipline procedures as outlined in the City's personal policy, or the Union contract that is in place at the time and may include.

1. Verbal warning
2. Written warning
3. Leave without pay
4. Termination

Disciplinary action will follow the above sequence unless the situation warrants more severe action.

Not only should negative behavior be discouraged, but positive behavior should be reinforced as well. Exceptional performance or efforts in workplace safety and health should be recognized by the organization.

Section 9: Program Review

The AWAIR Act requires employers to review the entire program at least annually and document the findings. Program review is vital, because it serves as a check to see if the organization is making progress towards its goal of creating a safer, healthier workplace for all employees. The annual review keeps the program fresh, accurate and an integral part of the organization.

Section 10: Safety Committee

The Safety Committee will hold regular meetings in conjunction with our safety meetings unless otherwise provided in a collective bargaining agreement.

Employee safety committee shall include all employees. Duties that Safety Committee members can assume include:

- Participating in regular walk around inspections;
- Training new employees about safe working procedures;
- Performing job hazard analyses (JHAs);
- Providing input for the creation of workplace safety and health rules;
- Presenting safety and health information at regularly scheduled staff safety meetings;
- Assisting in accident investigations and bringing employee safety and health concerns and complaints to supervision and management for correction

Safety committee members will be able to perform their duties without fear of discrimination or retaliation by management.

FORM SP-1 HAZARD INVENTORY

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

Check (✓) those hazards that are present or that are likely to be present in the work place. Identify the source and location of each hazard that is present or likely to be present in the workplace. Evaluate and provide for the control all hazards identified in accordance with applicable regulations. Provide for employee information and training on all hazards identified in accordance with applicable regulations.

Facility: _____ Area/Operation: _____

Affected Positions: _____ Compiled By: _____ Date: _____

	Potential Hazard	Potential Harm	Source And Location Of Hazard <small>(Identify hazard)</small>
ENVIRONMENTAL HAZARDS			
(✓) <small>if Present</small>	Noise.	May cause stress, fatigue and/or loss of hearing. May interfere with communication and thereby contribute to accidents/injuries.	
	Air contaminants.	May cause illness, injury and/or death.	
	Hot environments.	May cause heat cramps, heat exhaustion and/or heat stroke. Serious cases may cause delayed injury or death.	
	Cold environments.	May cause frostbite and/or hypothermia.	
	Wet environments.	May cause illness or worker to slip, trip or fall. May result in injury or death.	
	Confined spaces.	May contain atmospheric, entrapment, engulfment and/or other serious hazards May result in injury or death.	
	Lighting.	May interfere with worker's ability to recognize job site safety and health hazards. May result in injury or death.	
	Biological.	Disease causing organisms or agents. May cause illness or death.	
	Microwave and other non-ionizing radiation	May cause thermal burns and heat build up in body tissues or other bodily injury. May result in injury or death.	

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

<input checked="" type="checkbox"/> If Present	Potential Hazard	Potential Harm	Source And Location Of Hazard <i>(Identify hazard)</i>
HAZARDOUS MATERIALS			
	Toxic substances.	May cause illness, injury or death.	
	Flammable substances.	May cause fire/explosion and/or illness, injury or death.	
	Reactive substances.	May react violently with other substances and/or cause illness, injury or death.	
	Corrosive substances.	May corrode metal, react violently with other substances and/or cause illness, injury or death	
	Compressed gasses.	Cylinder may rupture and/or become a missile. Gas may be toxic, flammable, reactive, toxic and/or corrosive.	
	Infectious materials or disease causing agents.	Disease causing organisms or agents. May cause illness or death.	
	Radioactive materials.	May cause radiation burns and radiation sickness.	
	Asbestos containing materials.	Asbestos is known to cause asbestosis, lung cancer and mesothelioma.	
	Lead containing materials.	Lead is known to cause acute or chronic lead poisoning and/or injury to reproductive system. Know to cause birth defects.	
	Known carcinogens.	Cancer. May result in illness, death deformations or genetic changes.	
	Hot or molten materials.	May cause thermal burns. May produce harmful fumes.	
	Cryogenic liquids.	May cause frostbite. High expansion ratio (liquid to gas). Gas may be toxic, flammable, reactive, toxic and/or corrosive.	

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

<input checked="" type="checkbox"/> If Present	Potential Hazard	Potential Harm	Source And Location Of Hazard <i>(Identify hazard)</i>
PHYSICAL HAZARDS			
	Wet, slippery or cluttered floors, stairs or landings.	May cause worker to slip, trip or fall. May result in injury or death.	
	Floor openings or holes.	May cause worker to slip, trip or fall. May result in injury or death.	
	Unguarded platforms.	Worker may fall. May result in injury or death.	
	Rotating or moving machinery.	Worker may become caught between moving parts. May result in injury or death.	
	Hand and power tools.	Use may cause lacerations abrasions, fractures, amputations and/or electrocutions. May result in injury or death.	
	Abrasive grinders.	Use results in flying particles. Wheel may explode. May cause face/eye injuries.	
	Compressed air for cleaning.	Use may result in flying particles. May cause face/eye injuries.	
	Pressure vessels - air, steam, water or gas.	Mechanical explosion. May result in injury or death.	
	Fixed electrical equipment.	Electrocution and/or fire. May result in injury or death.	
	Portable electrical equipment and extension cords.	Electrocution and/or fire. May result in injury or death.	
	Head hazards (e.g. falling objects/bumps to head).	Worker could be struck. May result in injury or death.	
	Eye/face hazards (e.g. flying particles, harmful light and chemicals).	May cause blindness or injuries to face (e.g. cuts, thermal burns and chemical exposure/burns). May result in injury or death.	
	Hand hazards (e.g. sharp objects, heat/fire and chemicals).	May cause lacerations, abrasions, thermal burns and chemical burns/exposure. May result in injury or death.	

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

<input type="checkbox"/> If Present <input checked="" type="checkbox"/>	Potential Hazard	Potential Harm	Source And Location Of Hazard <i>(Identify hazard)</i>
PHYSICAL HAZARDS, continued			
	Torso hazards (e.g. sharp objects heat/fire and chemicals).	May cause lacerations, abrasions, thermal burns and chemical burns/exposure. May result in injury or death.	
	Foot hazards (e.g. rolling or falling objects).	May cause lacerations and fractures. May also result in chemical exposure/burns.	
	Belt, chain and screw conveyors.	Worker may become caught between moving parts. May result in injury or death.	
	Hot surfaces/equipment.	Worker could receive thermal burns. Could ignite a fire. May result in injury or death.	
	Material storage.	May result in fire, falling object and/or slip, trip and fall hazards. May result in injury or death.	
	Hoists, cranes, slings and chains.	Equipment could fail. Employee could be struck by a falling object. May result in injury or death.	
	Limited exits and/or complex floor plan.	Workers may become trapped in a fire. May result in injury or death.	

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

(✓) If Present	Potential Hazard	Potential Harm	Source And Location Of Hazard <i>(Identify hazard)</i>
ERGONOMIC HAZARDS			
	Workers routinely perform the same or pattern of motion within 30 seconds	May cause injuries to muscles, tendons and joints. May result in injury and/or disability.	
	Workers routinely maintain a fixed or awkward posture.	May cause injuries to muscles, tendons and joints. May result in injury and/or disability.	
	Workers routinely use vibrating tools or equipment.	May cause injuries to muscles, tendons and joints. May result in injury and/or disability.	
	Workers engage in unassisted frequent heavy lifting.	May cause injuries to muscles, tendons and joints. May result in injury and/or disability.	
	Workers routinely use forceful hand exertions.	May cause injuries to muscles, tendons and joints. May result in injury and/or disability.	
	Workers use tools which are not designed for the job.	May cause injuries to muscles, tendons and joints. May result in injury and/or disability.	
SHIFT WORK			
	Employees frequently work an extended or rotating shift schedule.	May cause stress and fatigue. May contribute to injuries and accidents.	
	Employees may be required to work double shifts.	May cause stress and fatigue. May contribute to injuries and accidents.	

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

(√) If Present	Potential Hazard	Potential Harm	Source And Location Of Hazard <i>(Identify hazard)</i>
WORK RELATED HAZARDS			
	Employees handle/use hazardous chemicals.	May cause illness, injury or death.	
	Employees remove or encapsulate asbestos.	Asbestos is known to cause asbestosis, lung cancer and mesothelioma. May result in illness and death.	
	Employees sand, grind, cut or weld on lead containing materials.	Lead is known to cause acute or chronic lead poisoning and/or injury to reproductive system. May result in illness and death.	
	Employees service or perform maintenance on equipment/machines.	Worker may become caught between moving parts. May result in injury or death.	
	Employees perform maintenance on electrical equipment.	Electrocution. May result in injury or death.	
	Employees enter permit confined spaces.	May contain atmospheric, entrapment, engulfment and/or other serious hazards May result in injury or death.	
	Employees perform work from unguarded elevated surfaces.	Worker may fall. May result in injury or death.	
	Employees perform work in excavations and trenches.	Trench may cave-in. May result in injury or death.	
	Employees perform work on streets/roads	Worker may be struck by a vehicle. May result in injury or death.	
	Employees perform work in close proximity to heavy equipment.	Worker may be struck by a vehicle. May result in injury or death.	
	Employees operate heavy equipment (e.g. end loaders, trucks and ect.)	Vehicular accidents. May result in injury or death.	
	Employees operate forklifts.	Vehicular accidents. May result in injury or death.	
	Employees operate aerial lift trucks.	Boom could contact power line. Employee could fall. May result in injury or death.	

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

<input type="checkbox"/> If Present (√)	Potential Hazard	Potential Harm	Source And Location Of Hazard <i>(Identify hazard)</i>
WORK RELATED HAZARDS, continued			
	Employees operate fixed/mobile cranes and hoists.	Worker could be struck by a falling object. Boom could contact a power line - worker electrocuted. May result in injury or death.	
	Employees perform welding, cutting and brazing.	Fire and explosion. Electrocution. Workers may be exposed to toxic metal fumes. May result in illness, injury or death.	
	Employees perform abrasive blasting.	Workers may be exposed to respirable silica dust and/or lead dust. May result in illness, injury or death.	
	Employees perform spray painting.	Workers may be exposed to toxic mists and sprays. Fire/explosion hazard. May result in illness, injury or death.	
	Employees come into close contact with soil or trash.	May result in tetanus if worker receives a cut, scrape or puncture wound.	
	Employees come into close contact with blood and other body fluids.	May be exposed to HIV or HBV. May result in illness and death.	
	Employees operate noisy tools and equipment.	May cause stress, fatigue and/or loss of hearing.	
	Employees work on or near high voltage electrical equipment.	Electrocution. May result in injury or death.	
	Employees perform work from ladders and/or scaffolds.	Worker may fall. May result in injury or death.	
	Employees control processes that involve hazardous chemicals.	Fire, explosion and/or exposure to a toxic or corrosive chemical. May result in illness, injury or death.	
	Employees operate fixed machines and equipment.	Equipment failures may result in fire/explosion, electrocution and/or flying material. May result in injury or death.	

This checklist provides general guidance for the identification of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place.

<input type="checkbox"/> If Present	Potential Hazard	Potential Harm	Source And Location Of Hazard <small>(Identify hazard)</small>
EMPLOYEE EMERGENCY RESPONSE DUTIES			
	Designated employees have a duty to provide first aid/CPR.	May be exposed to HIV or HBV. May result in illness and death.	
	Designated employees have a duty to extinguish fires.	May result in thermal burns and/or the inhalation of hot/toxic smoke. May result in injury or death.	
	Designated employees have a duty to respond to hazardous chemical spills.	May be exposed to flammable, reactive, toxic or corrosive chemicals. May result in illness, injury or death.	
	Designated employees have a duty to perform rescues.	May be exposed to a atmospheric, entrapment, engulfment, fire, fall, electrical and/or moving equipment hazards. May result in injury or death.	
OTHER HAZARDS			

FORM SP-2 SAFETY INSPECTION CHECKLIST

This checklist provides general guidance for the identification and correction of common work place hazards. It is not all inclusive. The employer must customize the form for the specific work place. Draw a line through those items that do not apply.

Check (✓) all unsatisfactory items/conditions and indicate location if applicable. Correct those unsatisfactory items/conditions that you are capable of correcting. Identify those items/conditions that need further action on reverse side. Note any new hazards. Review completed checklist with supervisor. Supervisors are to schedule corrective actions as required and submit completed checklist to safety committee.

Postings

- OSHA poster
- OSHA 300 & 300A (post 2/1 to 4/30 of each year)
- Hazards identified by signage
- Permit confined spaces signed
- Non-potable water identified by signage
- Floor load limits identified by signage
- No smoking areas identified by signage
- Emergency telephone numbers posted
- Escape routes/exits identified by signage
- Emergency equipment identified by signage
- NFPA 704 signs posted

Written Programs: Available To Employees

- Hazard Communication Program
- Respiratory Protection Program
- Hearing Conservation Program
- Hazardous Energy Control (Lo/To) Program
- Permit Confined Spaces Program
- Infection Control Program
- Fire Prevention/Emergency Action Plan
- Occupational Medicine Program

Tools/Equipment

- Condition of electrical cords
- Condition of hand/power tools
- Condition of abrasive grinders
- Air nozzles - pressure reduced to 30 psi
- Power tools - point of operation guarded

Electrical

- Breakers/panels identified
- Boxes/panels closed/covered
- Exposed conductors guarded
- Lights guarded/protected
- Condition of extension cords
- Circuits properly grounded

Fixed Machinery/Equipment

- Belts/pulleys guarded
- General maintenance
- Disconnects provided/identified
- Equipment properly grounded

Material Handling

- Condition of hoists/cranes
- Condition of slings/chains
- Condition of conveyors - trip line functional
- Condition of fork lifts

Material Storage

- Material neatly stacked and stable
- Shelves organized - no falling object hazard
- Accumulations of class A combustibles
- Aisle clear and free from obstructions
- General housekeeping

Hazardous Materials

- Proper containers
- Containers labeled
- MSDS's available
- Proper storage
- Flammables stored in approved cabinets
- Incompatibles separated
- Proper storage of compressed gas cylinders
- Flammable waste - containers emptied daily
- Damaged/deteriorated ACM

Working Surfaces/Housekeeping/Sanitation

- Aisle/floors/stairs kept clear/clean/dry
- General housekeeping
- Floor openings - covered/guarded
- Platforms/stairs guarded by railing
- Proper waste disposal
- Restrooms/locker rooms - clean/sanitary
- Eating areas - clean/sanitary

Ladders/Scaffolds

- Ladders - condition/proper use
- Fixed ladders - condition/fall protection
- Scaffolds - condition/proper use

Confined Spaces Entry Equipment

- Personal monitors - availability/calibration
- Retrieval equipment - availability/condition

Emergency Equipment

- First aid kit - in place/completely stocked
- Availability of persons trained in F.A./CPR
- Fire extinguishers - in place/charged
- Fire alarm operates when actuated
- Eye washes/showers - accessible/functional
- Emergency lights - proper operation
- Exits - accessible/not blocked
- SCBA's/PPE - availability/condition

PPE: Condition/Storage

- Respirators
- Hard hats
- Face/eye protectors
- Gloves
- Protective footwear
- Protective clothing
- Electrical protective equipment
- Personal fall protective equipment

Safe Work Practices: Employees

- Use proper lockout/tagout procedures
- Use proper confined space entry procedures
- Use suitable personal protective equipment
- Barricade hazardous work areas
- Guard temporary floor openings
- Use proper excavation/trenching procedures
- Use personal fall protective equipment
- Use GFI's

Vehicles/Mobile Equipment

- Tires/brakes/steering/lights
- General maintenance
- Proper operation of special equipment
- First aid kit - in place/completely stocked
- Fire Extinguishers - in place/charged

Employee Medical/Exposure Records

- Available for employee review

Describe Other Unsatisfactory Items/Conditions And/Or New Hazards

1. _____
2. _____
3. _____
4. _____
5. _____

Summary Of Unsatisfactory Items That Need Further Action

Item	Location

Area/Vehicle Inspected: _____

Conducted By: _____ **Date:** _____

MEMORANDUM FROM:

**Marv Grunig
Windom Electric Utility Department**

To: Windom City Council

RE: Market Participant Agreement and Additional Services Agreement

Council,

While Windom and eight other CMMPA member cities have received approvals from their Commissions and Councils on these two Agreements, the three remaining CMMPA member Utilities did not approve Agreements until recently for various reasons.

To accomplish the final three cities acceptance of the Agreements, six changes to the documents were made by RW Beck (with CMMPA Board approval) that Mike Gavin (CMMPA Attorney) describe as clarifying of issues in the member's favor, not really substantive revision.

Attached you will find the Market Participant Agreement and the Agreement for Additional Services pages with the changes (6 total). They are in legislative format for ease of identification.

Respectfully,

**Marv Grunig
Electric Utility Mgr.
(507) 831-6151**

MARKET PARTICIPANT AGREEMENT

additional Financial Security over and above any UCA granted by MISO to CMMPA, UP or other DMA. To the extent that CMMPA, UP or other DMA is required by MISO to provide additional Financial Security beyond the amount of the secured credit support required, if any, pursuant to Section 5.1(c), then Participant, upon written request by CMMPA, UP or other DMA, shall provide its pro rata share of such additional amount of secured credit support in the form determined by CMMPA within 30 days of the written request by CMMPA, UP or other DMA. If Participant does not provide such requested additional amount of secured credit support within the 30 days, then CMMPA, UP or other DMA shall have the right to draw on a letter of credit or working capital to provide for such additional Financial Security on an interim basis and the Participant shall be responsible for any related costs.

- (c) The Credit Support Committee may determine from time to time that an additional amount of credit in the form of secured credit is needed over and above the UCA granted by MISO to CMMPA, UP or other DMA to support the MISO Services requested by CMMPA, UP or other DMA on Participants' behalf under the MPA, other similar agreement and MISO TEMT. Participant shall provide the amount and form of secured credit support as determined by the Credit Support Committee within 30 days of a written request by CMMPA, UP or other DMA. If Participant does not provide such requested additional amount of secured credit support within the 30 days, then CMMPA, UP or other DMA shall have the right to draw on a letter of credit or working capital to provide for such secured credit on an interim basis and the Participant shall be responsible for any related costs.
- (d) The form of secured credit support, including any Financial Security, required to be provided by Participant under subsection (b) or (c) may include cash payment, irrevocable letter of credit, or other form of credit as requested by the Credit Support Committee or as may be requested by MISO.
- (e) The amount of secured credit support required under subsection (b) or (c) including any Financial Security, will be allocated among the Participants in accordance with policies adopted from time to time by the CMMPA Board. Such policies shall take principally into consideration, among other things, the methodology utilized by MISO to compute from time to time the Total Credit Limit under the MPA, other similar agreement and MISO TEMT in assigning responsibility for secured credit support, including Financial Security, to each Participant.

Section 5.2. Credit Support Committee.

A Credit Support Committee shall be established consisting of four representatives of the Participants to be appointed by the CMMPA Board with the four representatives serving a term of two years and with two of the four representatives being rotated to different Participants in every second and fourth year. Such committee will meet as necessary to

MARKET PARTICIPANT AGREEMENT

other than UP to perform the MP activities and request MISO Services, then CMMPA shall notify Participant 120 days prior to such designation.

- (c) CMMPA may assign this Agreement and its rights to receive payments hereunder in connection with the incurrence of any Indebtedness referred to in Article 7.

Section 12.4. Notice.

Any notice, demand, approval, proposal, protest, direction or request provided for in this Agreement may be delivered in writing by facsimile transmittal, e-mail, US mail, or in person, given or made to Participant and shall be deemed delivered, given, or made if delivered in writing by fax transmission, e-mail, in person, or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the person and at the address designated in writing filed with CMMPA by Participant. Participant may change such designation, at any time and from time to time, by giving notice to CMMPA as below provided. Any such notice, demand or request to be delivered, given or made to CMMPA shall be deemed delivered, given or made if delivered in writing, in person, or sent by certified mail as above provided to the following address:

Director of Operations
Central Minnesota Municipal Power Agency
459 South Grove Street
Blue Earth, Minnesota 56013

With a copy to:
Michael M. (Mike) Gavin
Gavin, Olson, Winters & Twiss, Ltd.
1017 Hennepin Avenue North
Glencoe, MN 55336

or such other address designated by CMMPA, as provided above.

Section 12.5. **Liability and Indemnification.**

Each party hereto expressly agrees to indemnify, defend and save harmless the other party against all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees and all other obligations by or to third parties, arising out of or resulting from MISO Services requested by Participant pursuant to this Agreement, the MPA, or MISO TEMT, except in cases of negligence or willful misconduct of the other party, its agents, servants, or employees; provided, however, that neither party shall be responsible for damage or injury to employees of the other party whenever the other party's employees are on the first party's premises. Further, this Agreement creates no

AGREEMENT FOR ADDITIONAL SERVICES

to execute the appropriate Service Schedule for each New Additional Service prior to CMMPA providing the New Additional Service to the Participant. Currently, CMMPA is developing the following Additional Services: Service Schedule E, Transmission Agent Services; and Schedule F, Congestion Management & ARR/FTR Administrative Services. If any such New Additional Services are legally necessary, in the opinion of CMMPA, to provide any Existing Additional Services which Participant is receiving under this Agreement, Participant shall be required to either execute the appropriate Service Schedule for such New Additional Services or demonstrate to the satisfaction of CMMPA that it has made arrangements to provide for the services covered by such Service Schedule.

- (c) CMMPA also reserves the right to materially modify, amend or eliminate Service Schedule offerings provided pursuant to this Agreement consistent with CMMPA Board policy. If, consistent with such CMMPA Board policy, CMMPA determines that it will no longer provide after a specified date or materially modify or amend an Additional Service under this Agreement, then CMMPA shall provide at least three (3) months written notice to Participant of the date upon which CMMPA will no longer provide the Additional Service, or the date upon which such modification or amendment will take effect, provided that such date shall not occur prior to the termination of any Transaction Spec Sheets for such Additional Service that have been previously executed by CMMPA and the Participant. Participant shall, if required, execute the modified or amended Service Schedule.
- (d) The attachments to the Service Schedules of this Agreement will be updated as provided for pursuant to this Agreement by CMMPA without amending the Additional Services Agreement itself and without any action by any Participant. CMMPA will provide a copy of such update to Participant as promptly as practicable. Any such update shall be deemed a part of this Agreement as if originally attached.

ARTICLE 4 DELIVERY, DISPATCH, SCHEDULING AND ACCOUNTING FOR ELECTRIC POWER AND ENERGY

Section 4.1. Delivery, Scheduling and Dispatch

- (a) The electric capacity and energy to be supplied by the Participant, if any, shall be alternating current, sixty (60) hertz, three phase, subject to conditions of delivery and measurement as hereinafter provided.
- (b) The electric capacity and energy supplied or purchased by CMMPA pursuant to this Agreement shall be scheduled and dispatched by CMMPA, UP or other DMA in accordance with Prudent Utility Practice and any requirements related thereto as set forth in any applicable I & I Agreements, project power sales agreements, and the MISO TEMT. The Participant assigns scheduling and dispatch rights to CMMPA

AGREEMENT FOR ADDITIONAL SERVICES

- (b) A firm of certified public accountants, experienced in electric utility accounting for a similar organization, to be employed by CMMPA, shall audit such records and accounts annually. Such records and accounts shall be made available for inspection and audit by the Participant at any reasonable time at the principal office of CMMPA. Such annual certified audit, including all written comments and recommendations of such accountants, will be provided to the Participants in accordance with Section 8.1 of this Agreement.

Section 8.3. Additional Information.

- (a) The Participant agrees to supply CMMPA, upon request, with such information and documentation, including any opinions by an attorney or firm of attorneys, as CMMPA shall reasonably determine to be necessary with respect to the provision of Additional Services and any financing related thereto, and other matters pertaining to the provision of Additional Services, including financial statements and other information reasonably available to allow CMMPA to respond to requests for such information from any federal, state or local regulatory body or as may be required in connection with the issuance of Bonds.
- (b) Subject to the provisions of the Agency Agreement and the Bylaws of CMMPA, any authorized representative or agent of Participant shall be given reasonable access to any CMMPA facilities required for the provision of Additional Services.

ARTICLE 9 ISSUANCE OF BONDS

Section 9.1. Bonds.

CMMPA may issue Bonds in series from time to time, including Bonds issued in accordance with a Bond Resolution, to provide for the payment of the Costs of Prepayments and Procurement or for refunding.

Section 9.2. Issuance of Bonds for Costs of Prepayments, and Procurement and Refunding.

- (a) CMMPA may issue Bonds any time and from time to time, in the event funds are required to pay the Costs of Prepayments and Procurement. The annual budget delivered to the Participant for the Contract Year in which such Bonds are issued, or an amended annual budget for such Contract Year, shall also set forth the financing plan and budget of expenditures with respect to such Bonds and the proceeds thereof.
- (b) Bonds may also be issued to refund any Bonds in order to reduce Participant costs under this Agreement or in the event, in the opinion of CMMPA, it may be advantageous.

AGREEMENT FOR ADDITIONAL SERVICES

delay or prevention; provided, however, that the party suffering such delay or prevention shall use due and practicable diligence to remove the cause or causes thereof

Section 11.2. Indemnification.

Each party hereto expressly agrees to indemnify and save harmless and defend the other party against all claims, demands, costs, or expenses for loss, damage, or injury to persons or property, in any manner directly or indirectly connected with or growing out of the generation, transmission or use of electric capacity, energy, or RECs related to Participant pursuant to this Agreement, unless such claim or demand shall arise out of or result from the negligence or willful misconduct of the other party, its agents, servants, or employees; provided, however, that neither party shall be responsible for damage or injury to employees of the other party whenever the other party's employees are on the first party's premises. Further, this Agreement creates no contractual relationship with a customer of another party, nor does it create any third party beneficiaries.

Section 11.3. Waiver of Consequential Damages.

Participant confirms that the express remedies and measures or damages provided in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy, the obligor's liability shall be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly herein provided, the obligor's liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. Unless expressly herein provided, neither party shall be liable for any consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages, required to be paid hereunder, are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, otherwise obtaining an adequate remedy is inconvenient and the liquidated damages constitute a reasonable approximation of the estimated harm or loss.

ARTICLE 12 OBLIGATIONS IN THE EVENT OF DEFAULT

Section 12.1. Participant Failure to Pay.

- (a) Upon failure of Participant to make any payment in full when due under this Agreement or to perform any obligation herein, CMMPA shall make demand upon the Participant, and, if said failure is not cured within 10 days from the date of such demand, it shall, at the expiration of such period, constitute a default. Notice of such demand shall be provided to the other Participants by CMMPA.

AGREEMENT FOR ADDITIONAL SERVICES

unreasonable adverse distinction among Participants that are provided Additional Services by CMMPA.

Section 13.8. Insurance.

CMMPA shall procure and maintain in force, as a Monthly Additional Services Cost, such insurance as will satisfy the requirements of the Bond Resolution and applicable statutes and regulations thereunder, and such other insurance as may be required by agreements executed by CMMPA for the provision of Additional Services, Prudent Utility Practice or that CMMPA may reasonably deem desirable. Subject to provisions of the Bond Resolution, and provisions of any agreements executed by CMMPA for the provision of Additional Services, any proceeds of such insurance received by CMMPA relating to the provision of Additional Services shall be used to offset costs under this Agreement. Subject to the Bond Resolution, agreements executed by CMMPA for the provision of Additional Services, and applicable statutes and regulations, CMMPA may elect to self-insure any or all risks related to the provision of Additional Services, and to establish a self-insurance reserve fund, the costs of which shall be included in Monthly Additional Services Costs.

Section 13.9. Provisional Default.

Except as provided in Article 12 of this Agreement, a default as to one provision of this Agreement shall not render ineffective any other provision hereunder and each default pursuant to this section shall be separate and shall not affect the continuing obligations the Parties may have under the affected provision or any other provision of this Agreement.

Section 13.10. Continuance and Enforcement of Agreement.

CMMPA shall continue this Agreement in full force and effect and shall enforce this Agreement in accordance with its terms to the extent permitted by law.

Section 13.11. Coordinating Committee.

The Parties shall establish a Coordinating Committee, composed of one representative of CMMPA and one representative of each Participant, and an alternative representative for each Party, to either meet in person or by conference call at least annually at a time and place mutually agreeable to the Parties, unless otherwise agreed to by the Parties. The Coordinating Committee shall develop procedures as may be deemed necessary to assure good system operating practices hereunder and other matters as may require the Parties' attention.

Section 13.12. Reciprocal Licenses.

CMMPA grants to Participant and Participant grants to CMMPA a license or easement to construct, install, operate, maintain, replace or repair upon the property of the other or upon property leased or under the administrative control of the other Party, such metering, measuring and reporting facilities as in the opinion of the requesting Party are reasonably necessary or desirable for the

March 30, 2009

City of Windom
City Officials
444 9th St.
Windom, MN 56101

Re: 2009 Insurance Renewal Summary

Attached is the summary of the renewal premiums and coverages of the policies offered by the LMCIT. I have also included policies secured through other markets for coverages that are either more competitive than the LMCIT or not offered by the LMCIT.

I have listed the previous years premiums for your information to see the changes that are taking place.

The LMCIT has declared a dividend to participating cities this year. Windom's dividend is \$10,386 and was paid out in December 2008. I have attached the chart showing the city of Windom's share of the dividends for the past 10 years. As you can see these dividends vary by year to year. This years dividend was lower due to the LMCIT's liability loss costs increasing. The increased cost were in four major areas: police liability, employment liability, land use litigation, and sewer liability claims.

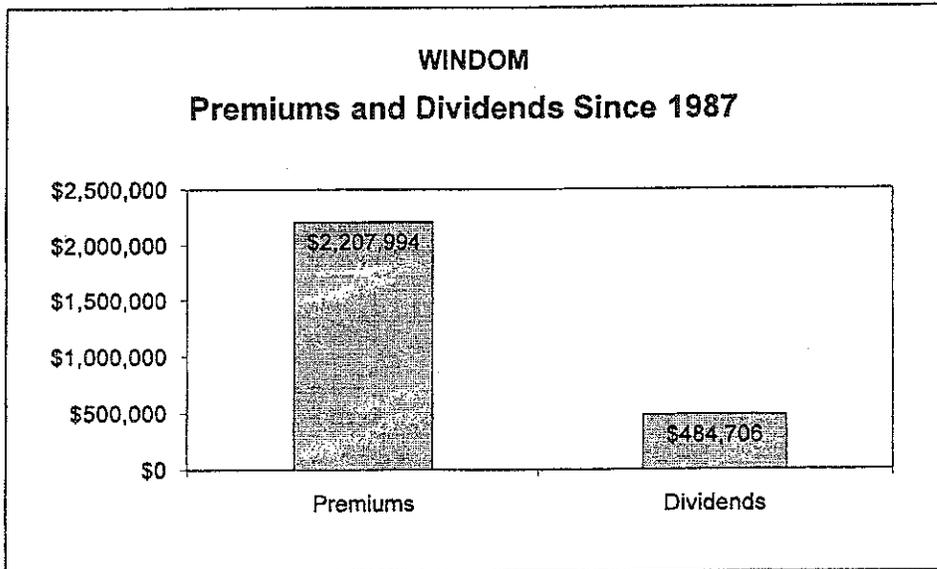
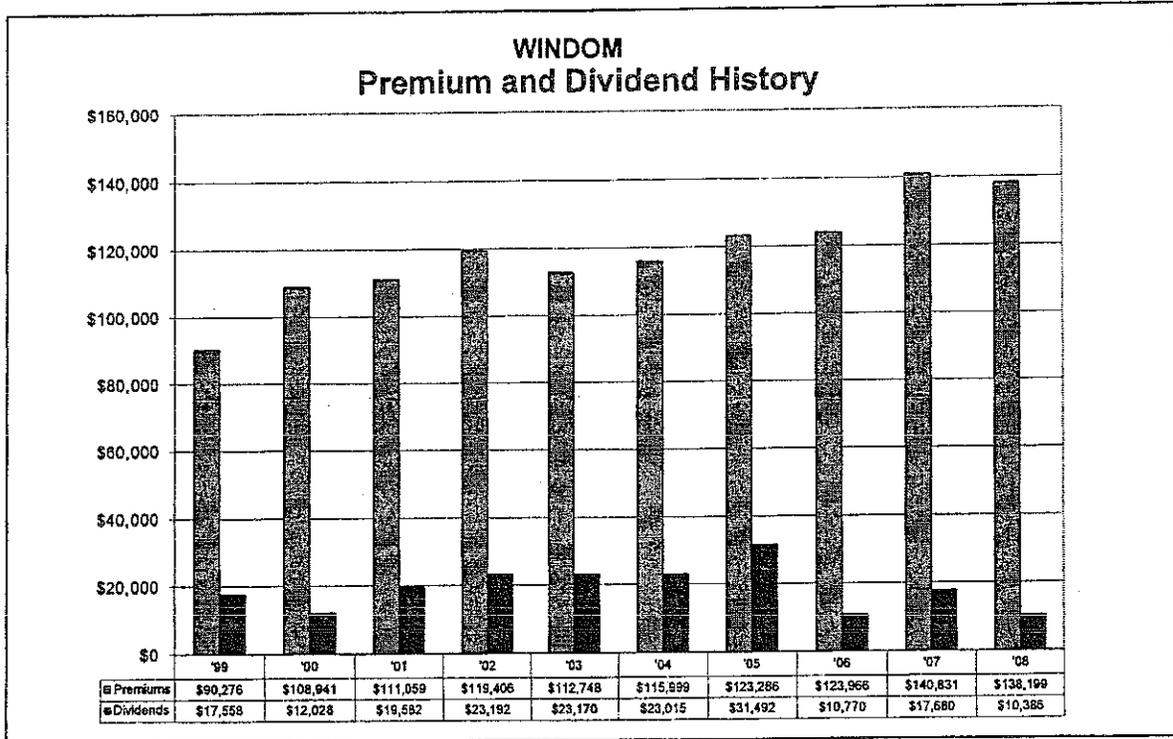
Presented by:



Ken Hoffmann, CIC
Agent of Record



LMCIT Property/Casualty Program



CITY OF WINDOM
RENEWAL PREMIUM SUMMARY

Coverage	2009 Prem. Basis	Premium	2008	Premium
Property	\$39,187,440	\$63,519	\$38,237,307	\$61,290
	Property Values			
Mobile Property	\$1,156,051	\$5,195	\$1,098,202	\$4,974
	Equipment Values			
Municipal Liability Inc. Airport Liab.	Various	\$54,058	Various	\$48,654
	Expenditures, payroll, sq.ft., etc.			
Automobile Liability	All Units	\$8,774	All Units	\$8,030
Automobile Physical Damage		\$7,168		\$7,445
	Physical damage is inc. on police, fire, & emerg. veh. No physical damage on other dept. veh. >10 yrs old			
Equipment Breakdown	\$28,583,225	\$4,430	\$27,869,740	\$5,072
	Total bldg value minus municipal power plant			
Open Meeting Law		\$414		\$414
	Percent of the municipal liability premium			
Liquor Liability	Receipts	<u>\$2,953</u>	Receipts	<u>\$2,916</u>
	Total	\$146,511	Total	\$138,795

* Refer to the next page for a summary of increases and changes.

CITY OF WINDOM
RENEWAL OF
OTHER POLICIES

	2009	2008
	Premium	Premium
1. Boiler and Machinery -- Municipal Power Plant and Substation	\$37,447	\$37,447
Limit of \$9,952,900		
Deductible: \$100,000 on Detroit Allison Gas Turbine \$100,000 on any other object covered by policy		
2. Miscellaneous bonds as required	\$722	\$722
Package Premium from previous page	<u>\$146,511</u>	<u>\$138,795</u>
Total Premium	\$184,680	\$176,964

PROPERTY AND LIABILITY
CLAIMS SUMMARY
2008 CONTRACT YEAR

Type of Claim	Total amount paid
Property 1	\$302
Liability 12	\$9,998
Medical Payments 0	0
Auto-physical damage 2	\$9,572
Auto-liability 1	<u>\$0</u>
	\$19,872

* The total claims amount paid is based on losses paid to date for the year 2008. Total loss amount includes subrogation amounts if applicable.

WORKERS COMPENSATION

<u>Year</u>	<u>Payroll</u>	<u>Exp. Mod. Factor</u>	<u>Premium</u>
2003	\$2,252,960	1.15	\$56,857
2004	\$2,299,160	1.26	\$69,683
2005	\$2,515,187	1.31	\$84,268
2006	\$2,755,735	1.05	\$76,862
2007	\$3,009,735	1.15	\$95,808
2008	\$3,045,443	.83	\$73,099
2009	\$3,188,463	.84	\$78,113

11 new claims for 2006
 11 new claims for 2007
 6 new claims for 2008

The experience modification factor decreased to .84 in 2009 from .83 in 2008. The experience modification factor is determined by a formula taking into account the actual losses versus the expected losses in each classification and premiums paid. A three year period is used for this formula not including the most recent year. The experience modification factor for 2009 is determined by using data from years 2005, 2006, and 2007.

2005 claims total cost \$10,749.11
 2006 claims total cost \$ 3,295.74
 2007 claims total cost \$ 7,893.42
 2008 claims total cost \$14,350.13

The city is taking advantage of discounts that are available from the LMCIT such as a 2% managed care option and a 10% non-smoker discount for fire department and police department class rates.

PREMIUM RATE CHANGES FOR 2009

City renewals received the following general rate increases:

Coverage	Rate Change
Liability	+3%
Property	no change
Auto Liability	-3%
Auto Physical Damage	-10%
UM/UIM	+5%
Excess Liability	no change
Machinery breakdown	-15%
Liquor Liability	no change
Bond	no change
Open Meeting law defense	-10%
Workers Compensation	+2%

The rate changes do not mean that your city's actual premium will change by these exact amounts. Each city's actual premium is affected by changes in city expenditures, property values, payrolls, other exposure measures, and experience rating.

These are some changes that directly affect the City of Windom's renewal premiums: Property values are \$39,187,440 compared to \$38,237,307 on last years renewal. Values are increased by the inflation factors currently in place.

Mobile property values are \$1,156,051 compared to \$1,098,202 for last year.

The liability experience modification factor is .959 which compares to .902 last year.

Items needing council action:

Statutory Limits on Municipal Tort Liability: \$400,000 per claimant and \$1,200,000 per occurrence. Effective July 1, 2009 the statutory liability limits will increase to \$500,000 per claimant and \$1,500,000 per occurrence. Any claims incurred before July 1, 2009 will carry the \$400,000/\$1,200,000 limits with claims incurred on or after July 1, 2009 will carry the increased limits.

Waiver of Statutory Tort Limit: The city currently does not waive the statutory tort limit of \$400,000 per claimant.

I need a motion to leave this the same or waive the statutory tort limit.

Excess Liability: You can add \$1,000,000 excess liability coverage for an annual premium of \$17,441.

The city has not elected to accept this coverage in the past.

I need a motion to accept or reject the Excess Liability coverage for 2008.

This is a brief description of some of the changes made by LMCIT. This is not a complete list and is not intended for use in determining coverage. Consult the actual policy language for complete coverage description.

2009 SEAL COAT IMPROVEMENTS WINDOM, MINNESOTA 56101								
						Morris Sealcoat BIDDER	Astech BIDDER	
	ENGINEER' S ESTIMATED COST				Bid Bond	Yes	Bid Bond	Yes
ITEM	APPROX. QUANTITY	UNIT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
STREET								
WINDOM								
BITUMINOUS MAT'L FOR SEAL	10000	GAL	\$ 2.50	\$ 25,000.00	\$ 3.48	\$ 34,800.00	\$ 3.40	\$ 34,000.00
RED ROCK	450	TON	\$ 32.00	\$ 14,400.00	\$ 33.00	\$ 14,850.00	\$ 40.00	\$ 18,000.00
BASE BID 1 SUBTOTAL				\$ 39,400.00		\$ 49,650.00		\$ 52,000.00
WINDOM HIGH SCHOOL								
BITUMINOUS MAT'L FOR SEAL	7300	GAL	\$ 2.50	\$ 18,250.00	\$ 3.75	\$ 27,375.00	\$ 3.75	\$ 27,375.00
RED ROCK	320	TON	\$ 32.00	\$ 10,240.00	\$ 29.60	\$ 9,472.00	\$ 55.00	\$ 17,600.00
PARKING LOT STRIPING	8000	L.F.	\$ 0.50	\$ 4,000.00	\$ 0.55	\$ 4,400.00	\$ 0.35	\$ 2,800.00
HANDICAPPED PARKING STALLS	14	EACH	\$ 100.00	\$ 1,400.00	\$ 20.00	\$ 280.00	\$ 75.00	\$ 1,050.00
BASE BID 2 SUBTOTAL				\$ 33,890.00		\$ 41,527.00		\$ 48,825.00
WINFAIR ELEMENTARY SCHOOL								
BITUMINOUS MAT'L FOR SEAL	1050	GAL	\$ 2.50	\$ 2,625.00	\$ 3.75	\$ 3,937.50	\$ 3.75	\$ 3,937.50
RED ROCK	50	TON	\$ 32.00	\$ 1,600.00	\$ 29.60	\$ 1,480.00	\$ 55.00	\$ 2,750.00
PARKING LOT STRIPING	1100	L.F.	\$ 0.50	\$ 550.00	\$ 0.55	\$ 605.00	\$ 0.35	\$ 385.00
HANDICAPPED PARKING STALLS	2	EACH	\$ 100.00	\$ 200.00	\$ 20.00	\$ 40.00	\$ 75.00	\$ 150.00
BASE BID 3 SUBTOTAL				\$ 4,975.00		\$ 6,062.50		\$ 7,222.50
TOTAL				\$ 78,265.00		\$ 97,239.50		\$ 108,047.50



Resolution No. _____

Council Member _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$1,510,000 General Obligation Improvement Bonds, Series 2009**

- A. WHEREAS, the City Council of the City of Windom, Minnesota, has heretofore determined that it is necessary and expedient to issue the City's \$1,510,000 General Obligation Improvement Bonds, Series 2009 (the "Bonds"), to finance the construction of various improvements in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Bonds and is therefore authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windom, Minnesota, as follows:

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to solicit proposals for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 7:30 p.m. on May 5, 2009, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 7th day of April, 2009.

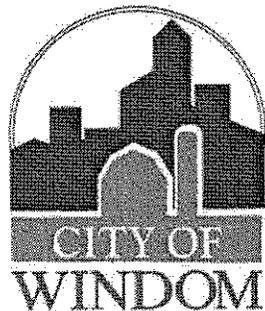
City Administrator



April 7, 2009

Pre-Sale Report for
\$1,510,000 General Obligation
Improvement Bonds, Series 2009

City of Windom, Minnesota



www.ehlers-inc.com



Minnesota
Offices also in Wisconsin and Illinois

phone 651-697-8500
fax 651-697-8555

3060 Centre Pointe Drive
Roseville, MN 55113-1122



Details of Proposed Debt

Proposed Issue: \$1,510,000 General Obligation Improvement Bonds, Series 2009

Purpose: Two purposes are contemplated in the Bonds:

1. Construction and engineering costs of approximately \$1,389,954 for the 2009 Street and Utility Improvement Project.
2. Construction and engineering costs of approximately \$49,042 for the Sykota Addition Sewer Extension Project.

The specific allocation of costs for the projects is attached to this report.

Authority: The Bonds are being issued pursuant to Minnesota Statutes, Chapter 475.

The Bonds are also being issued pursuant to Minnesota Statutes, Chapter 429. Because the City is assessing at least 20% of the project costs, the Bonds can be a general obligation without a referendum and will not count against the City's debt limit.

The City has held the required public hearing on the 2009 Street and Utility Improvement Project and has accepted the 100% petition on the Sykota Addition Sewer Extension Project.

Funding Source: It is the intent of the City to levy property taxes and special assessments to support 105% of the debt service beginning with taxes payable in 2010.

The tax impact for the Bonds is found in the attached document.

The principal and interest on the debt will be paid with special assessments (approximately 30.65%), utility revenues (3.90%) and property taxes (65.45%).

The tax levy on the resolution for the Bonds will show higher tax levy payments, but the City will use utility revenues to write down a portion of the tax levy each year.

Risk Factors: We have not assumed any pre-paid special assessments. If the City receives a significant amount of pre-paid assessments, it may need to increase the levy portion of the debt service to make up for lower interest earnings than the expected assessment interest rate.



- Term/Call Feature:** The Bonds are being issued for a 15-year period plus eight months of capitalized interest. Interest is payable each six months, commencing February 1, 2010. Principal on the Bonds will be due on February 1 in the years 2011 through 2025. The Bonds maturing February 1, 2019, and thereafter will be subject to prepayment at the discretion of the City on February 1, 2018.
- Issuing Process:** In order to obtain the lowest interest cost to the City, we will solicit competitive bids to purchase the Bonds from local banks in your area and regional underwriters. A Council meeting will be needed to call for, receive and accept the low bid on the Bonds.
- We have included an allowance for discount bidding equal to 1.25% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of its profit and/or working capital. Thus the underwriter should be able to re-offer the Bonds at or close to par resulting in a lower interest rate on the Bonds.
- If the Bonds are purchased at a lower fee or by a local bank without this fee, the unused allowance will be used to lower your borrowing amount.
- Rating:** The City has not requested ratings for several years due to low interest rates and smaller issue sizes. Given today's market, we estimate a rating could attract 2 to 3 more bids and save more in interest cost to offset the fee for the rating.
- If the lowest bidder on the Bonds elects to purchase bond insurance, the rating for the issue will be higher than the City's bond rating because this issue will instead carry the rating of the bond insurance company selected by the bidder.
- Bank Qualification:** Because the City is issuing less than \$30,000,000 in the calendar year, the City will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates. However, today the spread between bank qualified and non-bank qualified rates is minimal due to the large supply of bank qualified bonds.
- Arbitrage Monitoring:** The IRS has imposed rules regarding the amount of interest that the City may earn on bond proceeds. Because the City is issuing less than \$5,000,000 in this calendar year, the proceeds can earn interest without restriction for three years. The City will also need to keep its debt service funds within IRS parameters to avoid penalties on carrying too high of a balance during the life of the issue.





Prepaid special assessments may cause the debt service fund to be higher than IRS parameters.

Other
Considerations:

We have reviewed all outstanding indebtedness for the City and find that there are no immediate refunding opportunities for the City at this time.

We will continue to monitor the market and the call dates for the City and will alert you to any future opportunities.



Proposed Debt Issuance Schedule

Pre-Sale Review by Council:	April 7, 2009
Distribute Official Statement:	Week of April 20, 2009
Conference with Rating Agency:	Week of April 27, 2009
City Council Meeting to Award Sale of the Bonds:	May 5, 2009
Estimated Closing Date:	May 28, 2009

Attachments

Sources and Uses of Funds
 Proposed Debt Service Schedule
 Bond Buyer Index
 Resolution Authorizing Ehlers to Proceed With Bond Sale

Ehlers Contacts:

Financial Advisors:	Todd Hagen	(651) 697-8508
	Rebecca Kurtz	(651) 697-8516
Bond Analysts:	Diana Lockard	(651) 697-8534
	Debbie Holmes	(651) 697-8536
Bond Sale Coordinator:	Alicia Aulwes	(651) 697-8523

The Official Statement for this financing will be mailed to the Council Members at their home address for review prior to the sale date.





City of Windom, Minnesota
Cash Flow Analysis/Debt Service Schedule
 (Gross Street and Utility Project)
 Full Competitive Sale/15-Year Level/Assuming S&P "A"

Sale Details

Opening Date	5-May
Dated Date	28-May
1st Interest Pmt Date	1-Feb-10
Interest Payment Dates	Feb/Aug
Registration/Paying Agent	TBD
Insurance Authority	475/423
Sale Type	Full
Project Completion	TBD

General Obligation Improvement Bonds, Series 2009

Par Amount of Bonds	1,510,000
Planned Issuer Equity Contribution	17,000
Total Sources	1,527,000
Total Underwriter's Discount (1.350%)	18,875
Costs of Insurance	20,000
Deposit to Capitalized Interest (CIF) Fund	40,694
Deposit to Project Construction Fund	1,438,986
Rounding Amount	2,435
Total Uses	1,527,000

Average Coupon 4.36%
 True Interest Cost (TIC) 4.48%

Tax Levy Year	Tax Collect Year	Bond Payment Date	Bond			Bond Funded Interest	Total P & I	Total	Special Assessments			Gross City Share	3.00% Applied Revenue	65.45% Net City Share	08 NTC + 0.00% Growth	Tax Rate Increase	Estimated Annual Tax Increase	
			Principal	Rate	Interest				Assmt Principal	Assmt Interest	Total Revenue						Period Change	Gross Tax Levy
2009	2010	5/28/2009	-	-	40,694	(40,694)	30,144	31,651	(23,095)	(23,095)	8,556	-	95,420	2,006,638	4.76%	59.44	71.33	
2010	2011	8/1/2010	80,000	2.69%	30,144	110,144	115,651	(23,095)	(23,095)	92,556	101,112	(5,692)	99,236	2,006,638	4.65%	46.46	66.70	
2011	2012	8/1/2011	80,000	2.75%	29,104	109,104	114,559	(23,095)	(23,095)	91,464	98,328	(5,692)	96,176	2,006,638	4.79%	47.93	71.89	
2012	2013	8/1/2012	85,000	2.90%	28,004	113,004	118,694	(23,095)	(23,095)	95,599	101,868	(5,692)	93,599	2,006,638	4.66%	46.64	69.86	
2013	2014	8/1/2013	85,000	3.05%	26,771	111,771	117,980	(23,095)	(23,095)	94,265	99,260	(5,692)	96,116	2,006,638	4.79%	47.90	71.85	
2014	2015	8/1/2014	90,000	3.25%	25,475	115,475	121,249	(23,095)	(23,095)	98,154	101,807	(5,692)	93,044	2,006,638	4.64%	46.37	68.55	
2015	2016	8/1/2015	90,000	3.45%	24,013	114,013	119,713	(23,095)	(23,095)	98,618	98,736	(5,692)	95,034	2,006,638	4.74%	47.38	71.04	
2016	2017	8/1/2016	95,000	3.70%	22,460	117,460	123,393	(23,095)	(23,095)	100,238	100,728	(5,692)	95,933	2,006,638	4.81%	48.14	72.21	
2017	2018	8/1/2017	100,000	3.90%	20,703	120,703	126,738	(23,095)	(23,095)	103,643	102,285	(5,692)	97,748	2,006,638	4.87%	48.71	73.07	
2018	2019	8/1/2018	105,000	4.05%	18,753	123,753	129,940	(23,095)	(23,095)	106,845	103,440	(5,692)	93,289	2,006,638	4.85%	48.49	68.73	
2019	2020	8/1/2019	105,000	4.30%	16,626	121,626	127,708	(23,095)	(23,095)	104,613	98,876	(5,692)	96,230	2,006,638	4.90%	48.95	73.43	
2020	2021	8/1/2020	110,000	4.55%	14,369	124,369	130,587	(20,976)	(20,976)	109,711	103,922	(5,692)	92,975	2,006,638	4.93%	49.33	68.50	
2021	2022	8/1/2021	110,000	4.75%	11,866	121,866	127,950	(20,976)	(20,976)	107,083	98,687	(5,692)	97,989	2,006,638	4.98%	48.83	73.25	
2022	2023	8/1/2022	120,000	4.85%	9,254	129,254	135,716	(20,976)	(20,976)	111,600	103,681	(5,692)	97,128	2,006,638	4.94%	48.40	72.60	
2023	2024	8/1/2023	125,000	4.95%	6,344	131,344	137,911	(20,976)	(20,976)	114,840	102,820	(5,692)	95,681	2,006,638	4.78%	47.78	71.67	
2024	2025	8/1/2024	130,000	5.00%	3,250	133,250	139,913	(20,976)	(20,976)	117,035	101,573	(5,692)	95,681	2,006,638	4.76%	47.59	68.56	
			1,510,000		614,982	2,124,982	2,189,481	(670,652)	(670,652)	1,517,819	1,517,819	65,379	1,422,440	Averages:	4.76%	59.49	71.39	

S e e A t t a c h e d
 S e e A t t a c h e d

* Includes engineering, administration, and contingency expenses.
 † Based on current estimates. Actual rates are determined on the day of sale.
 ‡ The preliminary minimum tax levy must be made by September 15, 2009 for taxes payable in 2010.
 § If significant prepayments of assessments are received before the call date, the tax levy may need to be increased.
 ¶ Provided by the County Auditor.
 †† Less tax increment, if any.



City of Windom, Minnesota
Cash Flow Analysis/Debt Service Schedule
(Sykota Addition WW Project)



EHLERS
LEADERS IN PUBLIC FINANCE

Todd Hagen, CIPFA
Public Finance Advisor
651-897-8508
1-800-552-1171

		Sykota WW Portion					Special Assessments													
Average Coupon	3.71%	Par Amount of Bonds	34,000	Planned Issuer Equity contribution	17,000	Amount	32,662	Rate	6.00% ²	Term	10	Start Year (Levy/Collect)	2009/2010	Assessed Bond Issue	96%	Assessed Project Costs	67%	Calculation Method	Equal P&I	
True Interest Cost (TIC)	3.91%	Total Sources	51,000	Total Underwriter's Discount (1.250%)	425	Total	49,042 ¹	Costs of Issuance	585	Total P & I	+5.00%	Bond Funded Interest	152	Total Revenue	51,000	Assmt Principal	Assmt Interest	Assmt	Assmt	
		Deposit to Capitalized Interest (CIF) Fund	795	Deposit to Project Construction Fund	49,042 ¹			Rounding Amount	152											
		Total Uses	51,000																	
Tax Levy Year	Bond Collect Year	Bond Payment Date	Bond Principal	Bond Rate	Bond Interest	Bond Funded Interest	Total P & I	Total +5.00%	Assmt Principal	Assmt Interest	Total Revenue	Period Change	Cumulative Balance							
2009	2010	5/28/2009	-	-	795	(795)	-	-	(1,239)	(980)	(2,219)	-	-							
2009	2010	2/1/2010	-	2.60%	589	589	589	618	(1,239)	(980)	(2,219)	(1,600)	1,600							
2010	2011	8/1/2011	3,000	2.60%	589	589	3,589	3,768	(1,239)	(980)	(2,219)	1,550	51							
2010	2011	2/1/2011	-	2.75%	550	550	550	578	(1,313)	(906)	(2,219)	(1,641)	1,692							
2011	2012	8/1/2012	3,000	2.75%	550	550	3,550	3,728	(1,313)	(906)	(2,219)	1,509	184							
2011	2012	2/1/2012	-	2.90%	509	509	509	534	(1,392)	(827)	(2,219)	(1,685)	1,868							
2012	2013	8/1/2013	3,000	2.90%	509	509	3,509	3,684	(1,392)	(827)	(2,219)	1,465	403							
2012	2013	2/1/2013	-	3.05%	465	465	465	489	(1,476)	(743)	(2,219)	(1,730)	2,133							
2013	2014	8/1/2014	3,000	3.05%	465	465	3,465	3,639	(1,476)	(743)	(2,219)	1,420	714							
2013	2014	2/1/2014	-	3.25%	420	420	420	440	(1,564)	(655)	(2,219)	(1,776)	2,492							
2014	2015	8/1/2015	3,000	3.25%	420	420	3,420	3,590	(1,564)	(655)	(2,219)	1,372	1,120							
2014	2015	2/1/2015	-	3.45%	371	371	371	389	(1,658)	(561)	(2,219)	(1,830)	2,950							
2015	2016	8/1/2016	3,000	3.45%	371	371	3,371	3,539	(1,658)	(561)	(2,219)	1,320	1,629							
2015	2016	2/1/2016	-	3.70%	319	319	319	335	(1,758)	(461)	(2,219)	(1,884)	3,513							
2016	2017	8/1/2017	4,000	3.70%	319	319	4,319	4,535	(1,758)	(461)	(2,219)	2,316	1,197							
2016	2017	2/1/2017	-	3.90%	245	245	245	257	(1,863)	(356)	(2,219)	(1,962)	3,159							
2017	2018	8/1/2018	4,000	3.90%	245	245	4,245	4,457	(1,863)	(356)	(2,219)	2,238	921							
2017	2018	2/1/2018	-	4.05%	167	167	167	175	(1,975)	(244)	(2,219)	(2,044)	2,964							
2018	2019	8/1/2019	4,000	4.05%	167	167	4,167	4,375	(1,975)	(244)	(2,219)	2,156	808							
2018	2019	2/1/2020	-	4.30%	86	86	86	90	(2,093)	(126)	(2,219)	(2,129)	2,936							
2018	2019		4,000	4.30%	86	86	4,086	4,290	(2,093)	(126)	(2,219)	2,071	865							
			34,000		8,236	(795)	41,441	43,513	(32,662)	(11,715)	(44,377)	(865)	865							

¹ Includes engineering, administration, and contingency expenses.
² Supplied by the City.



U.S. Department
of Transportation
**Federal Aviation
Administration**



Great Lakes Region
Minneapolis Airports District Office
6020 28th Ave S, Room 102
Minneapolis, MN 55450

MAR 27 2009

Mr. Gary Workman, P.E., Director
Minnesota Department of Transportation
Office of Aeronautics
222 E. Plato Boulevard
St. Paul, Minnesota 55107-1618

RE: Windom Municipal Airport
Windom, Minnesota
AIP Project No.: 3-27-0113-06-09

Dear Mr. Workman:

We are pleased to announce the Administrator has approved an allocation of \$1,196,250.00 in Federal funds under the American Recovery and Reinvestment Act of 2009 (ARRA) to perform the following development at Windom Municipal Airport:

Rehabilitate Runway 17/35

This allocation of funds is the first step leading to the issuance of a Grant Offer, and is specific and firm insofar as the United States is concerned as long as the formulation of the project is carried forward with diligence. However, the Grant Offer is contingent upon all applicable Federal requirements being met. These funds are to be used only for the development specified above and may not be used for any other development without prior approval of the FAA.

This allocation is contingent on the Sponsor following a schedule which allows the FAA to issue a Grant Offer based on bids by June 1, 2009.

Failure to comply with this schedule may result in cancellation of the allocation.

Our district office program manager, noted below, will soon discuss with you the project development, ARRA Sponsor Certification and reporting requirements.

If you have any questions regarding this project, please contact Sandy DePottey at 612-713-4363. We look forward to working with you in the successful accomplishment of this project.

Sincerely,

Nancy Nistler
Acting Manager
Minneapolis Airports District Office

cc: Denise Nichols, Finance Assistant

RESOLUTION #2009-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR THE MUNICIPAL AIRPORT

WHEREAS, the City of Windom will receive a grant offer from the Administrator of the Federal Aviation Administration, through the State of Minnesota Department of Transportation, Office of Aeronautics, for the Airport Improvement Grant program in an amount not to exceed \$1,196,250.00 for airport runway 17/35 reconstruction; and

WHEREAS, the City of Windom will receive from the Federal Aviation Administration, through the State of Minnesota Department of Transportation, Office of Aeronautics, one hundred percent of the allowable costs incurred for the project not to exceed \$1,196,250.00; and

WHEREAS, the Grant Offer is contingent upon all applicable Federal requirements being met; and

WHEREAS, the grant offer is contingent on the City of Windom following a schedule which allows the FAA to issue a Grant Offer based on bids by June 1, 2009, and failure to comply with this schedule may result in cancellation of the allocation.

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

1. That the City Council approves the grant offer from the Federal Aviation Administration and the State of Minnesota Department of Transportation and agrees to the terms and conditions required to accept the grant.
2. That the Mayor and City Administrator are authorized to execute the grant agreement and any amendments or required documents on behalf of the City of Windom.

Adopted by the Council this 7th day of April, 2009.

Kirby G. Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

CERTIFICATION

STATE OF MINNESOTA }
COUNTY OF COTTONWOOD}

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the Windom City Council at an authorized meeting held on the 7th day of April, 2009, as shown by the records in my possession.

Steve Nasby, City Administrator

Notary Public
My Commission Expires: _____

2009 Runway Reconstruction Project

March 12, 2009	Airport Commission Review of Project and Council Recommendation
March 17, 2009	Resolution Ordering Imp and Preparation of Plans and Specs
April 16, 2009	Airport Commission Review of Plans and Specs and Council Recommendation
April 21, 2009	Resolution Approving Plans and Specs and Ordering Advertisement for Bids
April 22, 29 & May 6 April 27 & May 4 & 11	Advertisement for Bids – Citizen Advertisement for Bids - Construction Bulletin
May 20, 2009	Bid Opening
May 21, 2009	Airport Commission Recommendation for Bid Award
May 21, 2009	City Council Bid Award

Denise Nichols

From: <Sandy.DePottey@faa.gov>
To: "Denise Nichols" <denise@windom-mn.com>
Sent: Monday, March 16, 2009 9:04 AM
Attach: 2005 Terms_Conditions.pdf; 2009 Runway Project timeline.doc
Subject: Re: Project Information sheets

Couple of things...

First we need you to have a signed set of Terms and Conditions before we do any more grants. You had them from the previous version in 200, but not the current 2005 version.

(See attached file: 2005 Terms_Conditions.pdf)

Secondly, we need the City to have people approved to sign the grant when it comes. We will likely have a short turn around time and if you need to have to go to a council meeting for approval etc.... we will probably not have time to wait for the next scheduled meeting. So to have some sort of resolution or approval beforehand so that the official that signs the grant can do so immediately would be good. This can wait until you have official notice from us...we will send you a letter that is your Tentative Allocation that says we are going to be giving you a grant.....we do that after the COngressional Reps have announced the approval of the project.

Sandra E. DePottey
 Program Manager
 Airports District Office
 Minneapolis
 612-713-4363

"Denise Nichols"
 <denise@windom-mn.com>

To
 Sandy DePottey/AGL/FAA@FAA
 03/11/2009 11:32 AM
 cc

Subject
 Re: Project Information sheets

3/16/2009



U.S. Department
of Transportation
Federal Aviation
Administration

June 2005

Terms And Conditions Of Accepting Airport Improvement Program Grants

Sponsor: _____

Airport: _____

This document contains the terms and conditions of accepting Airport Improvement Program (AIP) grants from the Federal Aviation Administration (FAA) for the purpose of carrying out the provisions of Title 49, United States Code. These terms and conditions become applicable when the sponsor accepts a Grant Offer from the FAA that references this document. The terms and conditions may be unilaterally amended by the FAA, by notification in writing, and such amendment will only apply to grants accepted after notification.

I. Certifications

Section 47105(d), Title 49 of the United States Code authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. In accepting a grant, the sponsor certifies that each of the following items will be complied with in the performance of grant agreements. If a certification cannot be met for a specific project, the sponsor must fully explain in an attachment to the project application.

A. Sponsor Certification for Selection of Consultants

General procurement standards for consultant services within Federal grant programs are described in 49 CFR 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14.

1. All advertisements will be placed to ensure fair and open competition from a wide area of interest.
2. For any and all contracts over \$25,000, consultants will be selected using competitive procedures based on qualifications, experience, and disadvantaged business enterprise requirements with the fee determined through negotiation.
3. An independent cost analysis will be performed, and a record of negotiations will be prepared reflecting the considerations involved in the establishment of fees for all engineering contracts with basic service fees exceeding \$100,000.

4. If any services are to be performed by sponsor force account personnel prior approval must be obtained from FAA.
5. All consultant services contracts will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
6. All costs associated with work ineligible for AIP funding will be clearly identified and separated from eligible items.
7. All mandatory contract provisions for grant-assisted contracts will be included in all consultant services contracts.
8. If any contract is awarded without competition, pre-award review and approval will be obtained from FAA.
9. Cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards will not be used.
10. If services being procured cover more than a single grant project the scope of work will be specifically described in the advertisement, and future work will not be initiated beyond five years.

B. Sponsor Certification for Project Plans and Specifications

General AIP standards are described in Advisory Circulars 150/5100-6, 150/5100-15, and 150/5100-16. A list of current advisory circulars with specific standards for design or construction of airports and procurement or installation of airport equipment and facilities is referenced in Section III.C.24.

1. All plans and specifications will be developed in accordance with all current applicable Federal standards and requirements, or state standard specifications developed under a Federal grant, and no deviation from or modification to standards set forth in the advisory circulars will be allowed without prior approval of the FAA.
2. All equipment specifications will rely on the national standards as contained in the Advisory Circulars, without deviations, to the maximum extent possible. Specifications for the procurement of equipment for which there is no Federal specification or standard, will not be proprietary nor written to restrict competition. If there is no national standard, or if the national standard provides for a choice to be made, at least two manufacturers will assure that they can meet the specification. A deviation from the national standard will require FAA approval of the design standard modification.
3. All development to be included in any plans is depicted on an Airport Layout Plan approved by FAA.
4. All development which is ineligible for AIP funding will either be omitted from the plans and specifications or costs associated with ineligible or AIP non-participating items will be separated and noted as non-AIP work and deducted from AIP project reimbursement requests.
5. Process control and acceptance tests required for any and all projects by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications.

6. If a value engineering clause is incorporated into any contract, concurrence will be obtained from FAA.
7. All plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding.
8. For all construction activities within or near aircraft operational areas, the applicable requirements contained in Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications. A safety/phasing plan will be prepared, and prior FAA concurrence will be obtained.
9. All projects will be physically completed without Federal participation in costs that are due to errors or omissions in the plans and specifications that were foreseeable at the time of project design.
10. All Airport Layout Plan (ALP) revisions and proposals for facility construction clearance will include coordinates that are either surveyed or based on reference coordinates previously found acceptable to FAA. The coordinates will be verified and found consistent with the dimensions shown on the project sketch/ALP. The coordinates will be in terms of the North American Datum of 1983.
11. All site elevations on Airport Layout Plan (ALP) revisions and proposals for construction clearance will be within +/-0.1 foot vertically and the vertical datum will be in terms of the National Geodetic Vertical Datum of 1929.

C. Sponsor Certification for Equipment/Construction Contracts

Standards for advertising and awarding equipment and construction contracts within Federal grant programs are described in 49 CFR 18.36. Sponsors may use their procurement procedures reflecting State and local laws or regulations provided procurements conform to specific standards in 49 CFR 18 and Advisory Circulars 150/5100-6, 150/5100-15, and 150-5100-16.

1. A code or standard of conduct will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.
2. Qualified personnel will be engaged to perform contract administration, engineering supervision, and construction inspection and testing on all projects.
3. All procurement will be publicly advertised using the competitive sealed bid method of procurement. If procurement is less than \$100,000, project may use three (3) quote method.
4. All requests for bids will clearly and accurately describe all administrative and other requirements of the equipment and/or services to be provided.
5. Concurrence will be obtained from FAA prior to contract award under any of the following circumstances:
 - a. Only one qualified person/firm submits a responsive bid,
 - b. The contract is to be awarded to other than the lowest responsive and responsible bidder,
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder,

- d. Proposed contract prices are more than 10% over the sponsor's cost estimate.
6. All contracts exceeding \$100,000, require a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%.
7. All contracts exceeding \$100,000 will contain provisions or conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms. They also will contain provisions requiring compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and environmental protection regulations (40 CFR Part 15).
8. All construction contracts involving labor will contain provisions insuring that in the employment of labor preference will be given to honorably discharged Vietnam era veterans and disabled veterans.
9. All construction contracts exceeding \$2,000 will contain provisions requiring compliance with the Davis-Bacon Act and bid solicitations will contain a copy of the current Federal wage rate determination. Provisions requiring compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and the Copeland "Anti-Kick Back" Act will be included.
10. All construction contracts exceeding \$10,000 will contain appropriate clauses from 41 CFR part 60 for compliance with Equal Employment Opportunity Executive Order 11246.
11. All contracts and subcontracts will contain clauses required from Title VI Civil Rights Assurances and 49 CFR 26 for Disadvantaged Business Enterprises.
12. Appropriate checks will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any DOT element and appearing on the DOT Unified List.

D. Sponsor Certification for Real Property Acquisition

Requirements on real property acquisition and relocation assistance are in 49 CFR 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

1. Good and sufficient title will be held on property in any and all projects. The sponsor's attorney or other official will prepare and have on file title evidence on the property.
2. If defects and/or encumbrances exist in the title, which adversely impact the sponsor's intended use of property in the project, they will be extinguished, modified, or subordinated.
3. If property for airport development will be leased, the term is for 20 years or the useful life of the project. The lessor is a public agency and the lease contains no provisions, which prevent full compliance with the grant agreement.
4. Property will be in conformance with the current Exhibit A (property map). The property map is based on deeds, title opinions, land surveys, the approved Airport Layout Plan, and project documentation.

5. For any and all acquisition of property interest in noise sensitive approach zones and related areas, property interest will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
6. For all acquisition of property interest in runway protection zones and areas related to FAR Part 77 surfaces, property interest will be obtained for the right of flight, right of ingress and egress to remove obstructions, right to make noise associated with aircraft operations, and to restrict the establishment of future obstructions.
7. All appraisals will include valuation data to estimate the current market value for the property interest acquired on each parcel and will be prepared by qualified real estate appraisers hired by the sponsor. An opportunity will be provided the property owner or their representative to accompany appraisers during inspections.
8. All appraisals will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation. All written appraisals and review appraisal will be available to FAA for review.
9. A written offer to acquire property will be presented to the property owner for not less than the approved amount of just compensation.
10. Every effort will be made to acquire property through negotiation with no coercive action to induce agreement. If negotiation is successful, project files will contain supporting documents for settlements.
11. If a negotiated settlement is not reached, condemnation will be initiated and a court deposit not less than the just compensation will be made prior to possession of the property. Project files will contain supporting documents for awards.
12. If displacement of persons, businesses, farm operations, or nonprofit organizations is involved, a relocation assistance program will be established. Displaced persons will receive general information in writing on the relocation program, notice of relocation eligibility, and a 90 day notice to vacate.
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses will be provided within a reasonable time period for displaced occupant in accordance with the Uniform Act.

E. Sponsor Certification for Construction Project Final Acceptance

General requirements for final acceptance and close-out of Federally funded construction projects are in 49 CFR 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and contract documents.

1. All personnel engaged in project administration, engineering supervision, and construction inspection and testing will be determined to be qualified and competent to perform the work.
2. All daily construction records will be kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather, equipment use, labor requirements, safety problems, and changes required.

3. All weekly payroll records and statements of compliance will be submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circular 150/5100-6 and 150/5100-15).
4. All complaints regarding the mandated Federal provisions set forth in the contract documents will be submitted to the Department of Labor.
5. All tests specified in the plans and specifications will be performed and the test results documented. A summary of test results will be available to FAA.
6. For all test results outside allowable tolerances, appropriate corrective actions will be taken.
7. All payments to the contractor will be made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. If appropriate, all pay reduction factors required by the specifications will be applied in computing final payments and a summary of pay reductions will be available to FAA.
8. All projects will be accomplished without significant deviations, changes, or modifications from the developed plans and specifications, except where approval will be obtained from FAA.
9. All final project inspections will be conducted with representatives of the sponsor and the contractor. Project files will contain documentation of the final inspection.
10. All work in the Grant Agreement will be physically completed and corrective actions required as a result of the final inspection will be completed to the satisfaction of the construction contract and the sponsor.
11. As-built plans and an equipment inventory, if applicable, will be maintained as sponsor records. If requested, a revised Airport Layout Plan will be made available to FAA prior to start of development.
12. All applicable close-out financial reports will be submitted to FAA within three (3) years of the date of grant.

F. Sponsor Certification for Seismic Design and Construction

49 CFR Part 41 sets forth the requirements in the design and construction of the building(s) to be financed with the assistance of the Federal Aviation Administration. Compliance will be met by adhering to at least one of the following accepted standards:

1. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:
 - a. The 1991 International Conference of Building Officials (IBCO) Uniform Building Code, published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601.
 - b. The 1992 Supplement to the Building Officials and Code Administration International (BOCA) National Building Code, published by the Building Officials and Code Administrators, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795.

- c. The 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code, published by the Southern Building Code Congress International, 900 Montclair Road, Birmingham, Alabama 35213-1206.
2. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.
3. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes, listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.

G. Sponsor Certification for Drug-Free Workplace

1. The sponsor certifies that it will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph a.
 - d. Notifying the employee in the statement required by paragraph a that, as a condition of employment under a grant, the employee will:
 - (1) Abide by the terms of the statement.
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph d(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant.
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph d(2) with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- (3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sponsor may insert in the space provided below the site(s) for the performance of work done in connection with grants:

Place of Performance (street address, city, county, state, zip code)

II. General Conditions

- A. The allowable costs of all AIP funded project shall not include any costs determined by the FAA to be ineligible for consideration under the Title 49 U.S.C.
- B. Payment of the United States' share of all allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determinations of the United States' share will be based upon the final audits of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- C. The sponsor shall carry out and complete all AIP funded projects without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe.
- D. The FAA reserves the right to amend or withdraw a grant offer at any time prior to its acceptance by the sponsor.
- E. A grant offer will expire, and the United States shall not be obligated to pay any part of the costs of the project unless the grant offer has been accepted by the sponsor on or before 60 days after the grant offer but no later than September 30 of the Federal fiscal year the grant offer was made, or such subsequent date as may be prescribed in writing by the FAA.
- F. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to

any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

- G. The United States shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incident to, compliance with a grant agreement.
- H. If, during the life of an AIP funded project, the FAA determines that a grant amount exceeds the expected needs of the sponsor by \$25,000 or five percent (5%), whichever is greater, a grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, with the exception of planning projects, if there is an overrun in the eligible project costs, FAA may increase a grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation for primary airports. For non-primary airports, with the exception of planning projects, FAA may increase a grant to cover the amount of overrun by not more than fifteen percent (15%) of the original grant amount for development and not more than fifteen (15%) percent of the original grant portion pertaining to land or by an amount not to exceed twenty-five percent (25%) of the total increase in allowable project costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding. FAA will advise the sponsor by letter of the increase. Planning projects will not be increased above the planning portion of the maximum obligation of the United States shown in the grant agreement. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified. In addition, the sponsor's officially designated representative, is authorized to request FAA concurrence in revising the project description and grant amount within statutory limitations. A letter from the FAA concurring in the said requested revision to the project work description and/or grant amount shall constitute an amendment to a Grant Agreement.
- I. If requested by the sponsor and authorized by the FAA, the letter of credit method of payment may be used. It is understood and agreed that the sponsor agrees to request cash withdrawals on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
- J. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this condition.

III. Assurances

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section IIIC apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.

- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Antikickback Act - 18 U.S.C. 874. ¹
- u. National Environmental Policy Act of 1969 – U.S.C. 4321 et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs.
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹

- o. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants):
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 - b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.
3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained

in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
- 14. Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
- 15. Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veteran as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
- 16. Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.
- 17. Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects. In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - (1) Operating the airport's aeronautical facilities whenever required;
 - (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar

facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
 - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal

Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - (1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

- (2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an Airport Layout Plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon. Such Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport Layout Plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the Airport Layout Plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the Airport Layout Plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof)

to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
- c. Land shall be considered to be needed for airport purposes under this assurance if (a) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels and safety associated with operation of the airport.

32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the most current version, at the time the grant is signed, of the advisory circulars listed under the following table titled "Current FAA Advisory Circulars for AIP Projects", and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS
Dated: 7/1/99

1. NUMBER	TITLE
70/7460-1	Obstruction Marking and Lighting
150/5000-13	Announcement of Availability--RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airport Surface Movement Sensors
150/5210-5	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7	Aircraft Fire and Rescue Communications
150/5210-13	Water Rescue Plans, Facilities, and Equipment
150/5210-14	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue & Firefighting Station Building Design
150/5210-18	Systems for Interactive Training of Airport Personnel
150/5210-19	Driver's Enhanced Vision System (DEVS)
150/5220-4	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10	Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles
150/5220-13	Runway Surface Condition Sensor Specification Guide
150/5220-16	Automated Weather Observing Systems for NonFederal Applications
150/5220-17	Design Standards for Aircraft Rescue Firefighting Training Facilities
150/5220-18	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials

1. NUMBER	TITLE
150/5220-19	Guide Specification for Small, Dual-Agent Aircraft Rescue and Firefighting Vehicles
150/5220-20	Airport Snow and Ice Control Equipment
150/5220-21	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5300-13	Airport Design
150/5300-14	Design of Aircraft Deicing Facilities
150/5320-5	Airport Drainage
150/5320-6	Airport Pavement Design and Evaluation
150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5320-16	Airport Pavement Design for the Boeing 777 Airplane
150/5325-4	Runway Length Requirements for Airport Design
150/5340-1	Standards for Airport Markings
150/5340-4	Installation Details for Runway Centerline Touchdown Zone Lighting Systems
150/5340-5	Segmented Circle Airport Marker System
150/5340-14	Economy Approach Lighting Aids
150/5340-17	Standby Power for Non-FAA Airport Lighting Systems
150/5340-18	Standards for Airport Sign Systems
150/5340-19	Taxiway Centerline Lighting System
150/5340-21	Airport Miscellaneous Lighting Visual Aids
150/5340-23	Supplemental Wind Cones
150/5340-24	Runway and Taxiway Edge Lighting System
150/5340-27	Air-to-Ground Radio Control of Airport Lighting Systems
150/5345-3	Specification for L821 Panels for Remote Control of Airport Lighting
150/5345-5	Circuit Selector Switch
150/5345-7	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10	Specification for Constant Current Regulators Regulator Monitors
150/5345-12	Specification for Airport and Heliport Beacon
150/5345-13	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27	Specification for Wind Cone Assemblies

1. NUMBER	TITLE
150/5345-28	Precision Approach Path Indicator (PAPI) Systems
150/5345-39	FAA Specification L853, Runway and Taxiway Centerline Retroreflective Markers
150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43	Specification for Obstruction Lighting Equipment
150/5345-44	Specification for Taxiway and Runway Signs
150/5345-45	Lightweight Approach Light Structure
150/5345-46	Specification for Runway and Taxiway Light Fixtures
150/5345-47	Isolation Transformers for Airport Lighting Systems
150/5345-49	Specification L854, Radio Control Equipment
150/5345-50	Specification for Portable Runway Lights
150/5345-51	Specification for Discharge-Type Flasher Equipment
150/5345-52	Generic Visual Glideslope Indicators (GVGI)
150/5345-53	Airport Lighting Equipment Certification Program
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-12	Airport Signing & Graphics
150/5360-13	Planning and Design Guidance for Airport Terminal Facilities
150/5370-2	Operational Safety on Airports During Construction
150/5370-10	Standards for Specifying Construction of Airports
150/5390-2	Heliport Design
150/5390-3	Vertiport Design
150/5100-14	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5200-30	Airport Winter Safety and Operations
150/5200-33	Hazardous Wildlife Attractants On or Near Airports
150/5300-15	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5370-11	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5370-6	Construction Progress and Inspection Report-Airport Grant Program

35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will

make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).
38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft's owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
39. **Competitive Access.**
 - a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - (1) Describes the requests;
 - (2) Provides an explanation as to why the requests could not be accommodated; and
 - (3) Provides a time frame within, if any, the airport will be able to accommodate requests.
 - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

IV. Standard DOT Title VI Assurances

The sponsor hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or

be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

- A. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.
- B. It will insert the following clauses in every contract subject to the Act and the Regulations:

"During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions or Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor."

- C. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- D. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
- E. It will include the following clauses, as appropriate:

"1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended, of the FAA may direct as a means of enforcing such provisions including sanctions or noncompliance. Provided, however, that in the event a contract becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:

- 1. for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 - 2. for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
- F. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.

1. the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
 2. the period during which the sponsor retains ownership or possession of the property.
- G. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.
- H. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining Federal financial ACE-1450 Standard DOT Title VI Assurance 8/29/96 assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the sponsor.

V. Sponsor Acceptance of Terms and Conditions

I certify that, for any and all projects with federal participation to be undertaken by the Sponsor, the Sponsor agrees to accomplish the projects within the terms and conditions contained herein.

Name of Sponsor

Signature Sponsor's Designated Official Representative

Title

Dated

RESOLUTION #2009

INTRODUCED:

SECONDED:

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

**RESOLUTION IN SUPPORT OF PURSUING FUNDING THROUGH THE
COMMUNITY ORIENTED POLICING SERVICES (COPS OFFICE) FOR
FUNDING UNDER THE COPS HIRING RECOVERY PROGRAM (CHRP)**

WHEREAS, the City of Windom is committed to the best interests of the citizens of Windom; and

WHEREAS, the Office of Community Oriented Policing Services (COPS Office) has announced availability of funding under the COPS Hiring Recovery Program (CHRP); and

WHEREAS, CHRP grants will provide 100 percent funding for approved entry-level salaries and benefits for 3 years (36 months). Grant funding will be based on current entry-level salary and benefits packages. Therefore any additional costs for higher salaries or benefits and the fourth year of the program will be the City of Windom's responsibility; and

WHEREAS, it is in the best interests of the City of Windom and its residents to submit an application for funding to the COPS Hiring Recovery Program.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council of Windom, Minnesota, on behalf of the citizens of Windom, supports the Windom Police Department's efforts in pursuing funding through the COPS Hiring Recovery Program.
2. The Windom City Council hereby authorizes Jeffery Shirkey, Police Chief, to submit an application to the COPS Hiring Recovery Program.
3. Upon approval of the application, the City of Windom and the Windom Police Department certify that they will comply with all applicable laws, policies and regulations as required by the program.

ADOPTED this 7th day of April, 2009.

Kirby G. Kruse, Mayor

ATTEST: _____
Steve Nasby, City Administrator

RESOLUTION #2009-

INTRODUCED:

SECONDED:

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

AUTHORIZATION TO ACCEPT A DONATION FROM KEVIN JACKSON FOR THE WINDOM COMMUNITY CENTER

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

WHEREAS, Kevin Jackson is a supporter of the City of Windom and the Windom Community Center; and

WHEREAS, the City of Windom has recently received a donation of a wedding backdrop from Kevin Jackson. The value of the backdrop is \$400.00; and

WHEREAS, the donor requests that the Community Center use the donation for whatever purpose the Center Director and Commission see fit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council hereby accepts the donation of the backdrop valued at \$400.00 given by Kevin Jackson for use as set forth herein.

Adopted by the Council this 7th day of April, 2009.

Attest: _____
 Steven Nasby, City Administrator

Kirby G. Kruse, Mayor

RESOLUTION #2009-

INTRODUCED:

SECONDED:

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

**AUTHORIZATION TO ACCEPT A DONATION FROM
EDISON MISSION OPERATION & MAINTENANCE, INC.
FOR THE WINDOM FIRE DEPARTMENT**

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

WHEREAS, the City of Windom has received a donation from Edison Mission Operation & Maintenance, Inc. in the amount of \$5,000.00 for the Windom Fire Department; and

WHEREAS, the donation requires that the funds be used for High Angle Reserve Class Training for the Windom Firefighters.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the donation in the amount of \$5,000.00 offered by Edison Mission Operation & Maintenance, Inc. for use by the Windom Fire Department for High Angle Reserve Class Training for the Windom Firefighters.

Adopted by the Council this 7th day of April, 2009.

Kirby G. Kruse, Mayor

Attest: _____
Steven Nasby, City Administrator

Main Identity

From: "James Krueger" <jckrueg@windomnet.com>
To: <snasby@windom-mn.com>
Sent: Friday, April 03, 2009 5:44 AM
Subject: letter of intent

In May, 2009 I intend to contribute \$5,000 from the Krueger Family Fund, administered by Southwest Initiative Foundation, to start a Windom Fire Hall Fund. The purpose is to add on to the current fire hall structure. The donation is not to be used for renovations or equipment. If an addition is not begun by 2019, the money can be used for any fire department purchases. Coralee Krueger

4/3/2009

RESOLUTION #2009-

INTRODUCED:

SECONDED:

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

AUTHORIZATION TO ACCEPT A DONATION FROM THE KRUEGER FAMILY FUND FOR THE WINDOM FIRE DEPARTMENT

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

WHEREAS, in May, 2009 the City of Windom will be receiving a donation from the Krueger Family Fund in the amount of \$5,000.00 for the Windom Fire Department; and

WHEREAS, the donation requires that the funds be used to establish a Windom Fire Hall Fund for the expansion of the current Windom Fire Hall structure and are not to be used for renovations or equipment. If an addition is not begun by 2019, the money can be used for any fire department purchases.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council accepts the donation in the amount of \$5,000.00 offered by the Krueger Family Fund for use by the Windom Fire Department upon the terms set forth herein.

Adopted by the Council this 7th day of April, 2009.

Attest: _____
 Steven Nasby, City Administrator

Kirby G. Kruse, Mayor

Cottonwood County Inventory Reduction Auction

Cottonwood County has invited the City of Windom to participate in a joint auction to be held April 25, 2009, at the Windom Arena.

All Departments within the City have been provided information regarding the auction and the following is a list of items that has been compiled for the auction. Only items with a value that exceeds \$100 have been included on the list.

Street Department

Item	Vin No.#
1989 Chevrolet 2500 Pickup Standard Cab & 8' Box. bad transmission	1GCFC24Z5KZ220884

Kato Light Generator (Large Unit) Model Number 140FPR4

120/240 Volts Single Phase

Powered by Rol Line H804 V8 Gas Engine

2 - Six Foot John Deere Flail Mower 3 point hitch style

1 - Six Foot Fail Mower 3 point hitch style (Brand ?)

Homelight portable 12" Disk Chop Saw, (chainsaw style)

20 Inch push mower

10 foot aluminum V hull boat

EDA

Toro ZTR Mower – 52" deck (bad right Hydro)

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	CONVENT. & VISTOR BU	LODGING TAX	1,358.15
MAYOR & COUNCIL	SHARON PEDERSON	MAYOR'S MEDAL OF HONOR-C	60.00
	Total for Department 101		1,418.15*
CITY OFFICE	PITNEY BOWES	POSTAGE METER RENTAL	29.84
	Total for Department 103		29.84*
P & Z / BUILDING OFF	MIDWEST WIRELESS	TELEPHONE	24.08
P & Z / BUILDING OFF	PITNEY BOWES	POSTAGE METER RENTAL	29.84
	Total for Department 106		53.92*
CITY HALL	AMERIGAS - WORTHINGT	AMERIGAS	23.38
CITY HALL	MN ENERGY RESOURCES	HEATING	1,604.07
CITY HALL	RUNNING'S SUPPLY	MAINTENANCE	35.70
	Total for Department 115		1,663.15*
POLICE	MN BOARD OF PEACE OF DUES		360.00
POLICE	PITNEY BOWES	POSTAGE METER RENTAL	29.84
POLICE	FLEET SERVICES DIVIS	LEASE CAR	2,331.28
POLICE	WINDOM AREA HOSPITAL	TESTING HEP "B"	34.00
	Total for Department 120		2,755.12*
FIRE DEPARTMENT	NAPA AUTO PARTS	MAINTENANCE	13.49
FIRE DEPARTMENT	RUNNING'S SUPPLY	MAINTENANCE	56.32
FIRE DEPARTMENT	WINDOM AREA HOSPITAL	TESTING HEP "B"	170.00
FIRE DEPARTMENT	CRAIG WOLTER	MEETING EXPENSE	757.41
	Total for Department 125		997.22*
STREET	MIDWEST WIRELESS	TELEPHONE	98.72
STREET	NAPA AUTO PARTS	MAINTENANCE	55.07
STREET	MN ENERGY RESOURCES	HEATING	1,663.56
STREET	PITNEY BOWES	POSTAGE METER RENTAL	29.84
STREET	RUNNING'S SUPPLY	MAINTENANCE	229.80
STREET	WINDOM AREA HOSPITAL	TESTING HEP "B"	34.00
	Total for Department 140		2,110.99*
PARKS	WINDOM AREA HOSPITAL	TESTING HEP "B"	17.00
	Total for Department 165		17.00*
	Total for Fund 01		9,045.39*
LIBRARY	READERS SERVICE	SUBSCRIPTION	18.46
LIBRARY	READERS DIGEST - AUD	SUBSCRIPTION	23.40
	Total for Department 171		41.86*
	Total for Fund 03		41.86*
AIRPORT	PITNEY BOWES	POSTAGE METER RENTAL	29.84
AIRPORT	RUNNING'S SUPPLY	MAINTENANCE	7.65
	Total for Department 174		37.49*

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount

	Total for Fund 11		37.49*
AMBULANCE	MIDWEST WIRELESS	TELEPHONE	92.20
AMBULANCE	PITNEY BOWES	POSTAGE METER RENTAL	29.84
AMBULANCE	JIM SKARPHOL	EXPENSE	76.30
AMBULANCE	WINDOM AREA HOSPITAL	SERVICE	875.18
AMBULANCE	WINDOM AREA HOSPITAL	TESTING HEP "B"	34.00
	Total for Department 176		1,107.52*
	Total for Fund 13		1,107.52*
MULTI-PURPOSE BUILDI	MIDWEST WIRELESS	TELEPHONE	13.61
MULTI-PURPOSE BUILDI	WINDOM AREA HOSPITAL	TESTING HEP "B"	34.00
	Total for Department 177		47.61*
	Total for Fund 14		47.61*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	2,798.15
LIQUOR	GRIGGS COOPER	MERCHANDISE	4,337.22
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	3,240.15
LIQUOR	JOHNSON BROS.	MERCHANDISE	1,122.76
LIQUOR	PITNEY BOWES	POSTAGE METER RENTAL	29.84
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	6,289.79
	Total for Department 180		17,817.91*
	Total for Fund 60		17,817.91*
WATER	DATA-PAC MAILING SYS	MAIL METER RENTAL	52.25
WATER	H P SUDS	BILLING CONTRACT SERVICE	148.12
WATER	NAPA AUTO PARTS	MAINTENANCE	9.35
WATER	MN ENERGY RESOURCES	HEATING	939.40
WATER	PITNEY BOWES	POSTAGE METER RENTAL	29.84
WATER	RUNNING'S SUPPLY	MAINTENANCE	7.98
	Total for Department 181		1,186.94*
	Total for Fund 61		1,186.94*
	HANSON'S GUN REPAIR	REFUND - UTILITY PREPAYM	125.00
	JAY KUEHL	REFUND - UTILITY PREPAYM	125.00
	Total for Department		250.00*
ELECTRIC	CENTRAL MINNESOTA MU	DUES	1,000.00
ELECTRIC	CENTRAL MINNESOTA MU	ENERGY DEVELOPMENT	10,396.06
ELECTRIC	CENTRAL MINNESOTA MU	TRANSMISSION	46,746.21
ELECTRIC	CENTRAL MINNESOTA MU	UP POWER	121,872.18
ELECTRIC	DATA-PAC MAILING SYS	MAIL METER RENTAL	52.25
ELECTRIC	H P SUDS	BILLING CONTRACT SERVICE	148.15
ELECTRIC	PITNEY BOWES	POSTAGE METER RENTAL	29.84
ELECTRIC	RUNNING'S SUPPLY	MAINTENANCE	210.10
ELECTRIC	WINDOM AREA HOSPITAL	TESTING HEP "B"	68.00

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Department 182			180,522.79*
Total for Fund 62			180,772.79*
SEWER	DATA-PAC MAILING SYS	MAIL METER RENTAL	52.25
SEWER	H P SUDS	BILLING CONTRACT SERVICE	148.12
SEWER	NAPA AUTO PARTS	MAINTENANCE	13.18
SEWER	QUEST	TELEPHONE	68.16
SEWER	MN ENERGY RESOURCES	HEATING	14.21
SEWER	PITNEY BOWES	POSTAGE METER RENTAL	29.84
SEWER	RUNNING'S SUPPLY	MAINTENANCE	78.88
SEWER	WINDOM AREA HOSPITAL	TESTING HEP "B"	34.00
Total for Department 183			438.64*
Total for Fund 63			438.64*
ARENA	MIDWEST WIRELESS	TELEPHONE	81.85
ARENA	NAPA AUTO PARTS	MAINTENANCE	29.43
ARENA	PITNEY BOWES	POSTAGE METER RENTAL	29.84
ARENA	RUNNING'S SUPPLY	MAINTENANCE	77.19
Total for Department 184			218.31*
Total for Fund 64			218.31*
ECONOMIC DEVELOPMENT	LAMAR COMPANIES	SIGN	325.00
ECONOMIC DEVELOPMENT	MIDWEST WIRELESS	TELEPHONE	32.41
ECONOMIC DEVELOPMENT	MN ENERGY RESOURCES	HEATING	86.78
ECONOMIC DEVELOPMENT	PITNEY BOWES	POSTAGE METER RENTAL	29.84
ECONOMIC DEVELOPMENT	MARY HENSEN	OFFICE SUPPLIES	46.36
Total for Department 187			520.39*
Total for Fund 67			520.39*
RIVERBLUFF ESTATES	MARK MARCY	SNOW REMOVAL	60.00
Total for Department 166			60.00*
Total for Fund 68			60.00*
TELECOMMUNICATIONS	BLUEHIGHWAYS	SUBSCRIBER	27.62
TELECOMMUNICATIONS	DATA-PAC MAILING SYS	MAIL METER RENTAL	156.75
TELECOMMUNICATIONS	DISH NETWORK	SERVICE	2,153.39
TELECOMMUNICATIONS	E-911	MONTHLY 911 SERVICE	87.60
TELECOMMUNICATIONS	H P SUDS	BILLING CONTRACT SERVICE	444.36
TELECOMMUNICATIONS	ONVOY, INC	BANDWIDTH BILLING	1,397.24
TELECOMMUNICATIONS	ONVOY, INC	SS7 SERVICE	4,668.49
TELECOMMUNICATIONS	MN ENERGY RESOURCES	HEATING	249.81
TELECOMMUNICATIONS	PITNEY BOWES	POSTAGE METER RENTAL	89.52
TELECOMMUNICATIONS	ZAYO BANDWIDTH	BANDWIDTH BILLING	6,746.58
Total for Department 199			16,021.36*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount

		Total for Fund 69	16,021.36*
		Grand Total	227,316.21*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY OFFICE	QUILL CORP	SUPPLIES	83.89
CITY OFFICE	SELECTACCOUNT	PARTICIPANT FEE	84.18
		Total for Department 103	168.07*
POLICE	JEFFREY SHIRKEY	EXPENSE	10.68
POLICE	UNICEL	TELEPHONE	278.35
		Total for Department 120	289.03*
FIRE DEPARTMENT	MN STATE FIRE CHEF A DUES		185.00
FIRE DEPARTMENT	VOL, FIREMEN'S BENEF INSURANCE		196.00
		Total for Department 125	381.00*
STREET	FERRELLGAS	GAS	58.54
		Total for Department 140	58.54*
PARKS	JIM GARRISON	REFUND - SHELTER RESERVA	80.00
		Total for Department 165	80.00*
		Total for Fund 01	976.64*
LIBRARY	ESPN, THE MAGAZINE	SUBSCRIPTION	26.00
LIBRARY	FAMILY CIRCLE	SUBSCRIPTION	19.98
LIBRARY	TRADITIONAL HOME MAG	SUBSCRIPTION	22.00
		Total for Department 171	67.98*
		Total for Fund 03	67.98*
AMBULANCE	VAUGHN CORWIN	EXPENSE	11.37
AMBULANCE	TIM HACKER	EXPENSE	15.06
AMBULANCE	ALLAN REMPEL	EXPENSE	12.13
		Total for Department 176	38.56*
		Total for Fund 13	38.56*
MULTI-PURPOSE BUILDI	MN ENERGY RESOURCES	HEATING	2,283.32
		Total for Department 177	2,283.32*
		Total for Fund 14	2,283.32*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	3,767.13
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	2,897.50
LIQUOR	JOHNSON BROS.	MERCHANDISE	1,447.56
LIQUOR	PEPSIAMERICAS	MERCHANDISE	113.50
LIQUOR	PHILLIPS WINE & SPIR	MECHANDISE	1,254.53
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	1,125.05
LIQUOR	THE WINE COMPANY	MERCHANDISE	149.00
		Total for Department 180	10,754.27*
		Total for Fund 60	10,754.27*
WATER	COUNTY WIDE DIRECTOR	ADVERTISING	39.28

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
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WATER	H P SUDS	BILLING CONTRACT SERVICE	150.00
WATER	MN ENERGY RESOURCES	HEATING	736.92
		Total for Department 181	926.20*
		Total for Fund 61	926.20*
	MARIA WINTERS	REFUND - UTILITY PREPAYM	125.00
		Total for Department	125.00*
ELECTRIC	CENTRAL MINNESOTA MU	ENERGY DEVELOPMENT	316.00
ELECTRIC	CENTRAL MINNESOTA MU	TRANSMISSION	3,127.00
ELECTRIC	COUNTY WIDE DIRECTOR	ADVERTISING	39.30
ELECTRIC	H P SUDS	BILLING CONTRACT SERVICE	150.00
ELECTRIC	HSBC BUSINESS SOLUTI	SUPPLIES	163.80
ELECTRIC	MN ENERGY RESOURCES	HEATING	33.93
ELECTRIC	BANK MIDWEST	AUTO PAY RETURN-ACCT CLO	105.83
		Total for Department 182	3,935.86*
		Total for Fund 62	4,060.86*
SEWER	COUNTY WIDE DIRECTOR	ADVERTISING	39.30
SEWER	H P SUDS	BILLING CONTRACT SERVICE	150.00
SEWER	MN ENERGY RESOURCES	HEATING	132.76
		Total for Department 183	322.06*
		Total for Fund 63	322.06*
ARENA	ELECTRIC FUND	MAINTENANCE	130.36
ARENA	FERRELLGAS	GAS	336.60
ARENA	MN ENERGY RESOURCES	HEATING	1,785.18
		Total for Department 184	2,252.14*
		Total for Fund 64	2,252.14*
	ELECTRIC FUND	EDA LOAN PAYMENT TO ELEC	642.31
		Total for Department	642.31*
ECONOMIC DEVELOPMENT	COUNTY WIDE DIRECTOR	ADVERTISING	39.28
ECONOMIC DEVELOPMENT	ELECTRIC FUND	EDA LOAN PAYMENT TO ELEC	307.18
ECONOMIC DEVELOPMENT	MN NAHRO	REGISTRATIOIN	45.00
ECONOMIC DEVELOPMENT	STAR TRIBUNE	SUBSCRIPTION	117.00
ECONOMIC DEVELOPMENT	WTGN REGIONAL ECONOM	REGISTRATION	80.00
		Total for Department 187	588.46*
		Total for Fund 67	1,230.77*
TELECOMMUNICATIONS	COUNTY WIDE DIRECTOR	ADVERTISING	117.84
TELECOMMUNICATIONS	H P SUDS	BILLING CONTRACT SERVICE	450.00
TELECOMMUNICATIONS	QUEST	TELEPHONE	97.93
		Total for Department 199	665.77*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount

		Total for Fund 69	665.77*
	AFSCME	UNION DUES	234.90
	AFLAC	INSURANCE	332.72
	JOHNSON COUNTY COURT	PAYROLL DEDUCTION CDDMO1	1,202.00
	LOCAL UNION #949	UNION DUES	1,493.10
		Total for Department	3,262.72*
		Total for Fund 70	3,262.72*
		Grand Total	26,841.29*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY OFFICE	CMRS - TMS	POSTAGE	585.95
CITY OFFICE	STEVE NASBY	EXPENSE	167.20
CITY OFFICE	MN NCPERS LIFE INSUR	INSURANCE	80.00
	Total for Department 103		833.15*
P & Z / BUILDING OFF	CMRS - TMS	POSTAGE	6.30
P & Z / BUILDING OFF	MN NCPERS LIFE INSUR	INSURANCE	24.00
	Total for Department 106		30.30*
POLICE	CMRS - TMS	POSTAGE	.42
POLICE	MN NCPERS LIFE INSUR	INSURANCE	144.00
POLICE	JEFFREY SHIRKEY	EXPENSE	7.46
	Total for Department 120		151.88*
FIRE DEPARTMENT	CMRS - TMS	POSTAGE	19.17
FIRE DEPARTMENT	MIDWEST WIRELESS	TELEPHONE	26.84
FIRE DEPARTMENT	WINDOM FIRE RELIEF A SUPP	BENEFIT REIMB FOR R	2,000.00
	Total for Department 125		2,046.01*
STREET	CMRS - TMS	POSTAGE	12.08
STREET	MN NCPERS LIFE INSUR	INSURANCE	80.00
STREET	PAUL MARSH	EXPENSE	136.34
STREET	TOM VOITH	EXPENSE	20.00
	Total for Department 140		248.42*
PARKS	CMRS - TMS	POSTAGE	4.36
PARKS	MN NCPERS LIFE INSUR	INSURANCE	32.00
	Total for Department 165		36.36*
	Total for Fund 01		3,346.12*
LIBRARY	THE NEW YORKER	SUBSCRIPTION	59.95
	Total for Department 171		59.95*
	Total for Fund 03		59.95*
	MN DEPT OF HEALTH	PLAN REVIEW	150.00
	MN POLLUTION CONTROL	4TH AVE PROJECT-SW PERMI	240.00
	JD PROPERTY MANAGEME	HWY EASEMENT 4TH AVE	1,400.00
	Total for Department		1,790.00*
	Total for Fund 09		1,790.00*
AIRPORT	CMRS - TMS	POSTAGE	14.85
AIRPORT	MN DEPT OF ADMINISTR	TELEPHONE	45.02
	Total for Department 174		59.87*
	Total for Fund 11		59.87*
POOL	CMRS - TMS	POSTAGE	12.18
	Total for Department 175		12.18*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 12			12.18*
AMBULANCE	CMRS - TMS	POSTAGE	56.61
AMBULANCE	BLAKE C ANDERSON	REFUND - AMBULANCE	368.10
AMBULANCE	DRU MATHIS	REFUND - AMBULANCE	368.10
Total for Department 176			792.81*
Total for Fund 13			792.81*
MULTI-PURPOSE BUILDING	CMRS - TMS	POSTAGE	28.15
MULTI-PURPOSE BUILDING	MN DEPT OF ADMINISTRATION	TELEPHONE	3.00
MULTI-PURPOSE BUILDING	MN NCPERS	LIFE INSURANCE	32.00
Total for Department 177			63.15*
Total for Fund 14			63.15*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	4,861.80
LIQUOR	CMRS - TMS	POSTAGE	5.21
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	3,790.90
LIQUOR	HOLINKA DISTR. CO.	MERCHANDISE	84.48
LIQUOR	MN NCPERS	LIFE INSURANCE	32.00
LIQUOR	MN ENERGY RESOURCES	HEATING	513.09
LIQUOR	7-UP BOTTLING	MERCHANDISE	104.62
Total for Department 180			9,392.10*
Total for Fund 60			9,392.10*
WATER	CMRS - TMS	POSTAGE	119.43
WATER	H P SUDS	BILLING CONTRACT SERVICE	150.00
WATER	MN NCPERS	LIFE INSURANCE	40.00
Total for Department 181			309.43*
Total for Fund 61			309.43*
ELECTRIC	CMRS - TMS	POSTAGE	184.82
ELECTRIC	DITCH WITCH	PLATINUM MAINTENANCE	23.64
ELECTRIC	H P SUDS	BILLING CONTRACT SERVICE	150.00
ELECTRIC	MIDWEST WIRELESS	TELEPHONE	85.92
ELECTRIC	MN NCPERS	LIFE INSURANCE	96.00
ELECTRIC	BANK MIDWEST	NSF CHECK	139.07
Total for Department 182			679.45*
Total for Fund 62			679.45*
SEWER	CMRS - TMS	POSTAGE	209.23
SEWER	H P SUDS	BILLING CONTRACT SERVICE	150.00
SEWER	LANDFORM	SERVICE	554.38
SEWER	MN NCPERS	LIFE INSURANCE	72.00
Total for Department 183			985.61*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 63			985.61*
ARENA	CMRS - TMS	POSTAGE	69.36
ARENA	COCA-COLA BOTTLING C	MERCHANDISE	288.60
ARENA	MN NCPERS LIFE INSUR	INSURANCE	32.00
Total for Department 184			389.96*
Total for Fund 64			389.96*
ECONOMIC DEVELOPMENT	CMRS - TMS	POSTAGE	28.10
ECONOMIC DEVELOPMENT	LANDFORM	SERVICE	554.37
ECONOMIC DEVELOPMENT	MN NCPERS LIFE INSUR	INSURANCE	24.00
Total for Department 187			606.47*
Total for Fund 67			606.47*
TELECOMMUNICATIONS	CMRS - TMS	POSTAGE	30.24
TELECOMMUNICATIONS	H P SUDS	BILLING CONTRACT SERVICE	450.00
TELECOMMUNICATIONS	MIDWEST WIRELESS	TELEPHONE	400.57
TELECOMMUNICATIONS	MN NCPERS LIFE INSUR	INSURANCE	64.00
TELECOMMUNICATIONS	QWEST COMMUNICATIONS	LEXIS BILLING SERVICE	75.48
Total for Department 199			1,020.29*
Total for Fund 69			1,020.29*
MN BENEFIT ASSOCIATI			INSURANCE
			114.18
MN NCPERS LIFE INSUR			INSURANCE
			32.00
Total for Department			146.18*
Total for Fund 70			146.18*
Grand Total			19,653.57*

Protect Local Government Aid, Protect Jobs and Residents

➔ LGA funds jobs and services needed in our community

- Cities provide jobs to thousands of people. These jobs not only provide income for Minnesota families, they provide needed services to the community.

➔ Cutting LGA will cut jobs in both public and private sectors

- LGA cuts will have a direct impact on public sector jobs through layoffs of city employees and an indirect impact on private sector jobs through less construction and capital purchases, and through less spending in the local community by laid off city workers.

➔ LGA should not be cut in 2009

- LGA was cut \$53.5 million in December of 2008.
- Because these cuts occurred so late in 2008, cities are making these budget cuts in 2009.

➔ LGA should be frozen at the 2009 level

- Doing so would cut LGA by \$42 million for LGA 2010 & 2011 (FY 2011 – 2012).

GOV's MYTH #1:
*Cities will only be cut
5% of their levy + aid*

FACT: Under the governor's budget, cities will be cut 5% of levy + aid in 2009, but they were already cut 4% of levy + aid in December of 2008. Cities will also be cut 10.5% of levy + aid in 2010. The governor's budget cuts LGA by 31% in 2010, which will decrease LGA funding to its 1998 level.

GOV's MYTH #2:
*Cities have large
reserves that can
take a hit*

FACT: City do not carry excessive reserves. The State Auditor suggests that cities have reserve funds between 35% and 50% of their total current expenditures. This is so that cities can pay their bills between revenue payments, which are only received twice a year. The report that looks at reserves in December of 2007 combines both general fund and special fund reserves and does not include the impacts of the 2008 December unallotment.

WINDOM PUBLIC LIBRARY

SUMMER PARKS & RECREATION

If you are unable to attend registration on May 7, send all forms to: Windom Parks & Rec., PO Box 38, Windom. Any registrations received after May 22 will result in a \$5 late fee.

Summer Baseball Program

TYKES T-BALL

This program is for children who are eligible to attend kindergarten during the 2009-10 school year. Youth will have fun learning the fundamentals of baseball.

Thursday, June 11, 4:30 p.m.

Tuesdays & Thursdays, June 15-July 23, 10-10:45 a.m.

Windom Recreation Area, evening sessions TBA. Fee: \$35.

KINDERGARTEN T-BALL

This program is for children who were eligible or attended kindergarten this past year. They will work on fundamentals of baseball along with playing some games.

Wednesday, June 10, 4:30 p.m.

Friday, June 12- 10:00-10:45 a.m.

Mondays, Wednesdays, Fridays, June 15-July 24, 10-10:45am (no ball July 3) Windom Recreation Area, evening sessions TBA. Fee: \$35.

If numbers in the K-T-Ball and Tikes programs make it necessary to divide into two groups, a session will be held at 9:30 am & 10:15 am

T-BALL, OVERHAND and PONY LEAGUE

A double elimination tournament is held on the last week to complete the season. All games will be played at the Windom Recreation Area.

T-Ball (completed GR.1-3)

Wednesday & Thursday, June 10 & 11, 4:30 p.m.

Weekdays beginning Friday, June 12-July 24, 10-11a.m. and Tuesday evenings, 5:30 p.m. Fee: \$35 (no ball July 3)

Overhand (completed GR. 4-6)

Wednesday & Thursday, June 10 & 11, 5:30 p.m.

Weekdays beginning Friday, June 12-July 24, 11 a.m.-noon. Fee: \$35 (no ball July 3)

Pony League (completed GR. 7-9)

Information will be handed out by Coach Brad Schломann in school. Fee: \$50.



***Playoffs for T-ball & Overhand will be held the week of July 20.**

T-Ball: 3:00 p.m. Overhand: 4:00 p.m.

“NITE BASEBALL” (Completed GR. 4-6)

Games will be played two evenings a week-Tuesdays & Thursdays - against league teams from Jeffers, Mt. Lake and Butterfield on Windom and out of town fields. Practice will be once a week with volunteer coaches. Games to be scheduled in early summer. Participants must also play overhand. *Fee: \$25.*

**GIRL'S SOFTBALL
(Completed GR.1-6)**

Learn the fundamentals of softball - throwing, batting and catching - and the rules of the game. Girls will be divided into two age group teams to play games. T-shirts will be included. Two or three evening sessions to be announced.



Wednesday & Thursday, June 10-11, 5:30 p.m.
Beginning Friday, June 12-July 24 weekdays 11 am-12 noon
(no ball on July 3), Windom Recreation Area.
Instructor: Mary Schaufenbuel. Fee: \$35.

ADULT SAND VOLLEYBALL

The organizational meeting for Adult Sand Volleyball will be held Wednesday, April 29, at 7 p.m. in the City Hall Council Chambers.

All information for registration will be distributed at this meeting. *It is MANDATORY that all teams have a representative there.* Again this year, the league will look to divide into two levels. This league is open to anyone who has graduated from high school.

FALL PARKS & RECREATION

Information will be given to all summer recreation program participants regarding registration for fall programs.

BOYS & GIRLS FALL SOCCER (GR. K-3)

This is a fun program in which the fundamentals and rules of soccer are taught. Registration date to be announced.

Tuesdays & Thursdays, End of August - mid. Oct., 5:30-6:30 p.m., Windom Recreation Area. Fee: \$30/participant.

**BOYS & GIRLS
YOUTH FLAG
FOOTBALL (GR. 2-6)**



GR. 2-3: 6:30-7:30 p.m. - Island Park
Participants learn the fundamentals of football with limited games.

GR. 4-6: Most games will be played on Saturday afternoons at Island Park beginning in September. The season will end in mid-October. Coaches are allowed to practice with their team once a week. Registration date to be announced. Fee: \$30/participant.

FOOTBALL CLINIC

This will be held in conjunction with Eagle Varsity Picture Night in August. Date and time to be announced.

Island Park. FREE.

REGISTRATION FORM - WINDOM PARKS & RECREATION PROGRAM ONLY

Registration for the Summer Parks & Recreation activities and Community Education classes will be held **Thursday, May 7, 5:00-7:00 p.m.** at the Windom Community Center during swimming lesson registration. Please have separate checks for Swimming Registrations, Pool Passes, Summer Recreation Activities and Community Education classes. **Registrations received after May 22 will result in a \$5 late fee.**
Mail to: Windom Parks & Recreation, PO Box 38, Windom, MN 56101.

NAMES OF CHILDREN	GRADE (2008-09)	ACTIVITY
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

SCHOLARSHIP FUND: The City of Windom is committed to offering programs for all the youth of our community. No youth will be denied access to programs due to lack of funds. Financial assistance is available to families. Contact Al Baloun at the Arena for information.

PARENT'S NAME _____ PHONE (H) _____
ADDRESS _____ (W) _____

Person to contact if parent cannot be reached in an emergency: _____
Phone: _____

REFUND POLICY - Requests for a full refund must be received before the second day of the recreation program. No refunds will be given after the second day unless for medical reasons; a note from your doctor required.

I (We) authorize emergency medical treatment to insure the well being of the above named child(ren) by qualified medical and emergency personnel.

Signature _____ Relationship _____ Date _____



The Hershey Track and Field Youth Program will be offered for youth between the ages of 9 - 14. Youth are divided into three age groups: 9 & 10 yrs. (born during 1999-00); 11 & 12 yrs. (born during 1997-98); 13 & 14 yrs. (born during 1995-96) The competitor's group is determined by the participant's age as of December 31, 2009 (eg. a child is 12 yrs. old at the time of the meet, but his/her birthday is on Dec. 10, this child would compete with the 13 & 14 yr. old age group.) Each age group is divided by male or female.

The District meet will be held in Pipestone on **Saturday, June 20** for the following events:

Ages 9 & 10	Ages 11 & 12	Ages 13 & 14
1. 50 Meter Dash	1. 100 Meter Dash	1. 100 Meter Dash
2. 100 Meter Dash	2. 200 Meter Dash	2. 200 Meter Dash
3. 200 Meter Dash	3. 400 Meter Dash	3. 800 Meter Dash
4. 400 Meter Dash	4. 800 Meter Dash	4. 1600 Meter Dash
5. 4 x 100 Mr. Relay	5. 4 x 100 Mr. Relay	5. 4 x 100 Mr. Relay
6. Stdg. Long Jump	6. Stdg. Long Jump	6. Stdg. Long Jump
7. Softball Throw	7. Softball Throw	7. Softball Throw

First and second places will qualify for the state meet on Saturday, June 27 in Morris. Practices will be held beginning May 27 from 3:30-5 p.m. at the High School Track. The track program will end on July 2. Fee: \$35. (Includes District Fee)

**There is be a second District meet TBA in Worthington.*

SUMMER RACQUETBALL PROMOTION

The Windom Arena will be offering Summer Racquetball until the end of September.

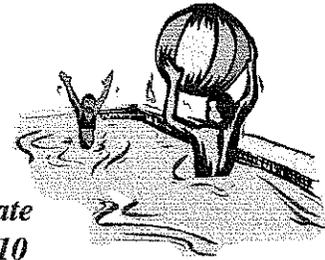


Each Tuesday evening, 5:30-7:30 p.m., both courts will be reserved for racquetball players only. Show up and be ready to play. (NO CALLING NECESSARY TO PLAY.) From two to eight people per hour can participate. Any level of player can participate. Regular court fees will be charged during this time frame.

Hourly Rates are as follows:
Non-Members - \$3.00 Students - \$1.50

Memberships are available monthly, quarterly, semi-annually and annually. If you have any questions feel free to contact Al Baloun at the Windom Arena at 831-6122.

WINDOM SWIMMING POOL



Tentative Opening Date
Wednesday, June 10

2009 RATES - Save money on season passes bought during May. Starting May 1, passes will be available for sale at Windom City Hall. **Season passes will also be available at Swimming Lesson Registration on May 7.**

- * **Daily:** Students - \$3.00 ***Daily:** Adults - \$3.50
- * **Daily:** Wading Pool/Non-Swimmer - \$1.00
- * **Daily Family Swim** - \$5.00

- * **Season Family:** \$85 - *After May 31* - \$95.
- * **Season Individual:** \$50 - *After May 31* - \$55.
- * **Season Wading Pool/Non-Swimmer Individual Pass:** \$25.

DAILY PUBLIC SESSIONS

OPEN SWIM TIMES

Monday-Sunday 2:00-5:00 p.m.
 Tuesday, Thursday & Saturday 6:00-8:00 p.m.

- ***AEROBICS:** Monday-Thursday 5:15-6:00 p.m.
- ***ADULT SWIM:** Monday-Thursday 5:00-6:00 p.m.
- ***FAMILY SWIM:** Monday, Wednesday, Friday & Sunday 6:00-8:00 p.m.

PRIVATE POOL RENTAL: \$75 minimum up to party of 40, (add'l fee based on number in party/hour).

Each child may sign up for one swim lesson level at a time. Once a child has completed a level, they may sign up for another level.

Registration for:

- **Swimming Lessons**
- **Summer Recreation**
- **Community Education Activities**



Thursday, May 7
5:00-7:00 p.m.
Windom Community Center

Please write separate checks

SWIMMING LESSONS

American Red Cross swimming lessons are now offered in six levels which teach the participants how to swim skillfully and safely. The pre-requisite for each level is the successful demonstration of the skills from the preceding level, except for Level 1. Each level of the Learn -To-Swim Program includes training in basic water safety and helping a swimmer in distress, in addition to the skills outlined below.

LEVEL 1 - Introduction to Water Skills

Purpose: *Helps students feel comfortable in the water.*

Level 1 participants learn to: Enter and exit the water safely; submerge mouth, nose & eyes; exhale underwater through mouth & nose; open eyes underwater and pick up a submerged object; float on front & back; explore arm and hand movements; swim on front and back using arm & leg actions; follow basic water safety rules and use of a life jacket.

LEVEL 2 - Fundamental Aquatic Skills

Purpose: *Gives students success with fundamental skills.*

Level 2 participants learn to: Enter water by stepping or jumping from the side; exit water safely using ladder or side; submerge entire head; open eyes underwater and pick up a submerged object; float on front & back; perform front & back glide; rollover from front to back & back to front; tread water using arm and leg motions; swim on front & back using combined strokes; swim on side; and move in the water while wearing a life jacket.

LEVEL 3 - Stroke Development

Purpose: *Builds on the skills in Level 2 through additional guided practice.* **Level 3 participants learn to:** Jump into deep water from the side; bob with the head fully submerged; perform survival float; butterfly-kick & body motion; use check-call-care in an emergency; dive from kneeling or standing position; use rotary breathing in horizontal position; change from horizontal to vertical position on front & back; perform the HELP and Huddle position; submerge and retrieve an object; perform front & back glide; perform front & back crawl and perform a reaching assist.

LEVEL 4 - Stroke Improvement

Purpose: *Develops confidence in the skills learned and improves other aquatic skills.* **Level 4 participants learn to:** Perform a shallow dive or dive from stride position; swim underwater; perform a feet-first surface dive; perform open turns on front & back using any stroke; tread water using sculling and arm motions and kick; use safe diving rules; perform a throwing assist; perform a compact jump into water from a height while wearing a life jacket; care for a conscious choking victim; and perform the following strokes - front & back crawl, breast stroke, butterfly, elementary backstroke and swim on side using scissors-like kick.

LEVEL 5 - Stroke Refinement

Purpose: *Provides further coordination and refinement of strokes.* **Level 5 participants learn to:** Tread water with two different kicks; learn survival swimming; perform rescue breathing; and perform the following - standing dive, shallow dive and glide two body lengths and begin any front stroke, tuck surface dive, pike surface dive, front flip turn, backstroke flip turn, front & back crawl, butterfly, breaststroke, elementary backstroke and sidestroke.

LEVEL 6 - Swimming and Skill Proficiency

Purpose: *Refines the strokes so students swim them with ease, efficiency, power & smoothness over greater distances.* Level 6 is designed with "menu" options that focus on preparing students to participate in more advanced courses, including the Water Safety Instructor and Lifeguard Training courses. These options include: personal water safety, lifeguard readiness, fundamentals of diving and fitness swimming.

Parent and Child Aquatics - Developed for children 6 months to 5 years of age. The Red Cross Parent and Child Aquatics builds swimming readiness by emphasizing fun in the water. Parents & children participate in guided practice sessions that help children learn elementary skills, including water entry, bubble blowing, front kicking, back floating, underwater exploration and more. Once children can perform basic skills without parental assistance, they may begin Learn-To-Swim courses.

Guard Start - The Guard Start program is designed for those who have passed Level 6 Lifeguard Readiness. Participants must be able to demonstrate the following skills on the first day of class: Swim the front crawl 25 yards continuously while breathing to the front or side; tread water for 1 minute using arms and legs; and submerge and swim a distance of 10 feet underwater. This program will teach water safety and the duties/responsibilities of a lifeguard. This program does not certify anyone to be a lifeguard.

Adult Lessons - These lessons provide the basic fundamentals in order to learn the proper way to swim. The class is perfect for seasoned swimmers who want to improve their strokes or for those who have never learned how to swim.

INFORMATION LINES



A recorded message will give all information daily about whether or not an activity will be held.

Swimming Pool: 507-832-8136
Park & Recreation: 507-831-6124

WINDOM SWIMMING LESSONS - CLIP & BRING (with fee of \$28 per class) TO REGISTRATION

on Thursday, May 7 at the Windom Community Center from 5:00-7:00 p.m. Registration is on a first come basis. Fill in the blanks below with your preferred time for swimming lessons.

***NO EARLY REGISTRATIONS.** All registrations received in the mail will be processed beginning Friday, May 8. **IF THERE IS MORE THAN ONE REGISTRATION, PLEASE COMPLETE A REGISTRATION FORM & MEDICAL RELEASE FOR EACH STUDENT.** Copies of registration form are acceptable for multiple registrations.

REFUND POLICY: Parents taking their child out of lessons after the first day will receive a refund of \$20. All refund requests must be made prior to the third lesson.

If you have questions concerning the level you wish to register, contact Al Baloun at 831-6122 between 9 a.m.- 4:30 p.m.

LESSON REGISTRATION: Please mark your 1st, 2nd & 3rd choices (Example: 1 Level 3)

SESSION I

Monday-Friday, June 15-19
Monday-Thursday, June 22-25
(June 26 - make-up date)

9:00-9:45 a.m.

- Adaptive
- Level 5
- Level 6
(Lifeguard Readiness-Fundamentals of Diving)

10:00-10:45 a.m.

- Level 2
- Level 3
- Level 5
- Level 6
(Lifeguard Readiness- Fundamentals of Diving)

11:00 a.m.-11:45 a.m.

- Level 1
- Level 2
- Level 3
- Level 4

12:00-12:45 p.m.

- Level 1
- Level 2
- Level 3
- Level 4

SESSION II

Monday-Friday, July 6-10
Monday-Thursday, July 13-16
(July 17 - make-up date)

9:00-9:45 a.m.

- Level 5
- Level 6
(Lifeguard Readiness- Fundamentals of Diving)

10:00-10:45 a.m.

- Level 1
- Level 2
- Level 3
- Level 4

11:00 a.m.-11:45 a.m.

- Level 1
- Level 2
- Level 3
- Level 4

12:00-12:45 p.m.

- Level 1
- Level 2
- Level 3
- Level 4

SESSION III

Monday-Friday, July 20-24
Monday-Thursday, July 27-30
(July 31 -make-up date)

9:00-9:45 a.m.

- Level 5
- Level 6 (Personal Water Safety & Fitness Swimming)

10:00-10:45 a.m.

- Level 2
- Level 3
- Level 4
- Level 5

11:00 a.m.-11:45 a.m.

- Level 1
- Level 2
- Level 3
- Level 4

12:00-12:45 p.m.

- Level 1
- Level 2
- Level 3
- Level 4

Parent & Child Aquatics

Fee: \$15.

6 Months-Age 5

Monday-Friday, July 6-10

5:00-5:30 p.m.

5:30-6:00 p.m.

* An adult must accompany each child in the water.

Guard Start \$35.

8:00-10:00 a.m.

July 6-10, July 13-17 and July 20-24

Minimum of 6 students. This is for those who have passed Level 6 Lifeguard Readiness. This does not certify the person taking this course to become a lifeguard. This course prepares the individual for the lifeguard course that may be taken at age 15.

ADULT LESSONS

(There will be a total of 8 lessons)

_____ Best Time and/or Dates

____ Girls Swim Team - Please make checks payable to Girl Scout Swim Team

On Swimming Lesson Registration Night, one person may register their immediate family and one other family. Any additional registrations will not be accepted and you will be expected to go to the back of the registration lines. Multiple registrations will be accepted after registration night is complete. All seats at registration are first come, first served. No reserving spots.

MEDICAL RELEASE & HISTORY:

STUDENT'S NAME _____ AGE & BIRTHDAY _____

ADDRESS _____

(Street)

(City/Township)

(Zip)

LEGAL GUARDIAN _____

ADDRESS (if different than above) _____

HOME PHONE _____ (WORK) _____

In the event a guardian can't be reached, who else may we phone in case of emergency? _____

(Name, Phone, Relationship)

FAMILY PHYSICIAN _____

(Name, Phone, Clinic)

MEDICAL HISTORY - Has the above named student experienced any of the following?

Hearing impairment or chronic ear problems Heart conditions Sight impairment Loss of consciousness

Any other medical concerns (please attach separate note of explanation.)

I (We) authorize emergency medical treatment necessary to insure the well being of the above named child by qualified medical & emergency personnel.

Signature(s) _____ Relationship _____ Date _____