

**Council Meeting
Tuesday, August 2, 2011
City Council Chambers
7:30 p.m.**



AGENDA

Call to Order
Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes–July 19 & 27, 2011
2. Consent Agenda
 - Minutes
 - Utility Commission – July 18, 2011
 - Community Center Commission –July 25, 2011
 - Telecommunication Commission – July 27, 2011
3. Department Heads
4. Proclamation for Years of Service – Kent Kelly
5. U.S. Fish & Wildlife Cooperative Agreement
6. T.H. 60/71 Water Main Approving Plans and Specifications
7. Unfinished Business
8. New Business
9. Old Business
10. Regular Bills
11. Contractor Payment
 - Street Shop Improvements – Everstrong Construction, Inc. - \$48,663.37
12. Council Concerns
13. Adjourn



**Council Meeting
Windom City Hall, Council Chamber
July 19, 2011
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: Kelsey Fossing, Dominic Jones, Corey Maricle,
Bradley Powers and JoAnn Ray

Council Members Absent: None

City Staff Present: Steve Nasby, City Administrator; Marv Grunig,
Electric Utility Manager; Bruce Caldwell, Street
Superintendent; Mike Haugen, Water\Wastewater
Superintendent and Jeremy Rolfes, Telecom

3. Pledge of Allegiance

4. Approval of Minutes:

Motion by Jones second by Maricle, to approve the City Council minutes from July 5, 2011 and July 13, 2011. Motion carried 5 – 0.

5. Consent Agenda:

Kruse said there were minutes from the following Boards\Commissions:

- Housing & Redevelopment Authority – May 11, 2011
- Park & Recreation Commission – July 11, 2011
- Library Board – July 12, 2011
- Street Committee – July 13, 2011

6. Department Heads:

None.

7. Des Moines River Dam – Environmental Assessment Worksheet (EAW):

Rocky Keehn and Jeremy Walgrave from SEH, Inc. engineering introduced themselves. Keehn said that the discussion on an EAW initially focused on whether or not one was necessary for this project. After discussions with the Minnesota Department of Natural Resources (DNR) they suggested that the EAW be completed due to any possible impact to

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the ordinary high water mark. Completion of an EAW had been anticipated in the scope of work and planned in the project schedule. The City needs to determine if as the project owner and governmental unit if the City of Windom would be the Responsible Governmental Unit (RGU) for this project. As such, they will receive the comments and make the determinations on the project.

Jones asked if the City Council would have the EAW for approval prior to the August 8 planned publication date. Keehn said that their office was working on the document, but did not know if it would be completed prior to the July 29 deadline for the next City Council packet and since the schedule is too tight he would not like to see it deferred to the August 16 meeting. Keehn said they would try to have it completed for the August 2 meeting, but if it were not done then a copy could be emailed to the City Council for their information. Nasby noted that as there will be a vote by the City Council on the EAW in September all comments have to be submitted between the individual Council members and the engineering firm and not between the Council members themselves.

Council member Powers introduced the Resolution No. 2011-27, entitled “RESOLUTION OF THE WINDOM CITY COUNCIL MAKING A DECLARATION ON THE NEED FOR AN ENVIORNMENTAL ASSESSMENT WORKSHEET FOR THE PROPOSED DES MOINES RIVER DAM REMOVAL” and moved its adoption. The resolution was seconded by Fossing and on roll call vote: Aye: Maricle, Powers, Ray, Fossing and Jones. Nay: None. Absent: None. Resolution passed 5 – 0.

8. Des Moines River Dam Preliminary Plans:

Keehn and Walgrave had a PowerPoint presentation to the City Council on the proposed plans. Key points included the following:

- Removal of the portion of the existing dam that is above the river bed. The footings will remain and be used as the base for one of the riffles.
- Keep the existing boat ramps and train the river toward them as to make them usable in normal flows.
- River bank protection and rip rap in select areas.
- West river bank erosion control with J-hooks or dropping some large trees near the bend.
- Lessons learned from the Jackson and Luverne projects.
- Estimated construction cost of \$547,646 plus engineering and permits.
- Schedule review with a target of starting in September 2011 with completion in Summer\Fall of 2012 depending on flow conditions.
- 5 rock riffles planned, but could reduce to 4 if DNR agrees.

Powers asked if sheet piling was to be used at the point of the riffles. Keehn said that there was no sheet piling planned as the DNR did not want that and the riffles are spread out so the velocity flow of the river should be low enough not to cause a problem for the riffles.

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Powers noted the maintenance issues if the rock riffles move. Keehn said that is a primary issue and with the planned placement of the rock boulders there should not be a maintenance problem.

Jones asked if the riffles silt in over time. Walgrave said that there was some rock movement at Luverne and the riffles would collect sediment; however in the higher flow periods the water washes out the silt and self-cleans.

Powers asked about the silt curtain shown in the plans. Walgrave said that the silt curtain was needed only for the removal\construction phase of the project and it would hold the silt in place as there is still a lot of material behind the dam structure itself. Keehn said they are discussing the possibility of dropping several trees on the west side of the river bank to help trap sediment, which would also help build up that area for erosion protection and this would be much cheaper than the J-hook installation.

Jones asked how low the river needs to be for the project to occur. Walgrave said there is no specific level, but the less water the better and cheaper it is for the contractors to work on the project. Jones asked if winter was the prime time for the project to start. Walgrave said it is often a lower flow season and is an option if the project moves forward according to the proposed schedule.

Powers asked about a staging area for the project and rock storage. Bruce Caldwell, Street & Park Superintendent said that there is an area identified in the park by the camp ground. The goal is to have as little disruption as possible. The camp ground can be closed if needed as there are hook ups at the Arena to accommodate campers.

Keehn noted that restoration of the park road is included in the plans as there may be damage due to the heavy construction equipment and loads of rock.

Ray noted that there are football games this fall and wanted to minimize any problems. Caldwell said that there would not be much work done at night on the project and the staging area would be planned out as well as possible to reduce impacts on other users even if the rocks had to sit there awhile.

Keehn said the plans would now move to review by the DNR if the Council did not have any major changes. Consensus of the Council was to pursue review by the DNR.

9. 18th Avenue Storm Water Project:

Keehn and Walgrave presented a PowerPoint to the City Council. The drainage area identified is approximately 607.7 acres and only 25 acres is in the City limits and is residential area, which is 4% of the total area. The cost estimate for the project is \$75,000 without engineering costs or easement costs. To determine exact needs for storm water retention areas a survey would need to be done and the City is in the process of contacting property owners.

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Keehn said that the City could start with the construction of a control structure and this would help immediately by allowing downstream water to evacuate the area first, which will help the residential properties.

Jones asked about County tile or judicial ditches. Keehn noted that he did research and there were no County tiles or judicial ditches but there were private tile lines. Jones suggested that Keehn consult County records as they have much of the tile mapped.

Caldwell asked about possible funding. Nasby said that the Street Committee could make a recommendation and that the City Council will start the 2012 budget soon.

10. Highway 60\71 Water Main Relocation Project:

Mike Haugen, Water\Wastewater Superintendent and Dennis Johnson, Wenck Associates introduced themselves. Johnson provided an overview of the proposed project which will relocate a water main so the existing Highway 60\71 water main can be discontinued as it is becoming functionally and physically obsolete and the cost to make repairs is very high. The project will also include the installation of new services, which is the property owners' responsibility and the City has a voluntary assessment petition from all but one owner. Since the one owner did not sign the voluntary assessment petition they were dropped from the project, but a limited option exists for them to be added if they change their minds while the project is underway. The total cost is estimated to be \$151,719.

Haugen said the Utility Commission is recommending the approval of the project.

Jones asked if the wording on the "Conclusions and Recommendations" page could be changed to show "petitioners" instead of "all" owners as the project is limited to those that have signed the voluntary assessment papers. Johnson agreed that Jones is correct and would make the change.

Johnson said the plan is to bid the project soon so that it could be done yet in 2011. Plans would need to be approved August 2nd and bids awarded on September 4th. Construction then could be September – November 2011.

Jones said he wants to see the work completed, but the time line is very tight. Haugen noted that the project also included the service lines to the properties in this schedule.

Johnson said they need a permit from the Minnesota Department of Health so that could be an issue if the State was still shut down or back logged with paperwork.

Council member Jones introduced the Resolution No. 2011-28, entitled "RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS FOR THE HIGHWAY 60\71 WATER MAIN IMPROVEMENT PROJECT" and moved its adoption. The resolution was seconded by Maricle and on roll call vote: Aye: Powers, Ray, Fossing, Jones and Maricle. Nay: None. Absent: None. Resolution passed 5 – 0.

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11. SourceOne Solutions Confidentiality Agreement:

Nasby said that SourceOne Solutions is the utility billing provider\vendor for the City. City staff has been asked to work with SourceOne on the development of a new billing system and they are asking for this confidentiality agreement as it is a propriety product and the City also needs to protect private information. The City Attorney has reviewed the agreement.

Motion by Powers, seconded by Maricle, to approve the confidentiality agreement as presented between the City of Windom and SourceOne Solutions. Motion carried 5 – 0.

12. Disposition of Equipment – Electric Breaker:

Marv Grunig, Electric Utility Manager, said that Breaker 1940 is a piece of transmission infrastructure that was required for our system and the City's prior transmission provider, Alliant, wanted the City to purchase this piece of equipment. The City completed the breaker project a couple of years ago. Alliant has since sold their assets to ITC. ITC would purchase the breaker from the City as part of its transmission assets. Grunig said that the breaker is located on ITC property, we don't have access to the site and no one on our staff is able to provide maintenance. The breaker was built for about \$172,000 and ITC is willing to pay the City the net book value of \$148,233.22. The City has collected some revenue through Attachment O filings as the owner of the breaker. The Utility Commission is recommending the sale of the breaker to ITC for the book value and the sale is to occur on or before November 1, 2011. Grunig said there may be some regulatory issues to work through, but that is being investigated at this time.

Jones asked what purpose the breaker serves to Windom's electric system. Grunig said that it is a protection on the transmission line and the breaker trips if there are problems. The City does not have access to the breaker and has to contact a representative of ITC in Michigan to get it re-set and then find someone locally with the proper training\credentials to do the work. All of this is at our cost.

Fossing asked about the disadvantages. Grunig said he sees advantages as it costs us money to maintain and we do not have access to the equipment.

Grunig said that the City Attorney had drafted a "Bill of Sale" and this was included in the Council packets.

Motion by Jones, seconded by Fossing to approve the sale of Breaker 1940 to ITC as proposed according to the terms in the Bill of Sale. Motion carried 5 – 0.

13. Night to Unite – August 8, 2011:

Kruse noted that the Night to Unite is scheduled for August 8, 2011.

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Council member Maricle introduced the Resolution No. 2011-29, entitled “WINDOM’S NIGHT TO UNITE PROCLAMATION” and moved its adoption. The resolution was seconded by Ray and on roll call vote: Aye: Ray, Fossing, Jones, Maricle and Powers. Nay: None. Absent: None. Resolution passed 5 – 0.

Kruse said a street closure request was also requested. He asked if the Street Committee had reviewed and had a recommendation. Caldwell said the Street Committee had not reviewed as it is an annual event, but the Police Department had reviewed and recommended approval of the request. He noted the event starts at 5:00 p.m. and the street closure would start at 4:30 p.m. to allow for set-up.

Motion by Powers, seconded by Ray, to approve the closure of 4th Avenue from 9th to 10th Streets on August 8, 2011 from 4:30 p.m. to 7:00 p.m. for the annual Night to Unite event. Motion carried 5 – 0.

14. Ordinance Revision – Ordinance 135 2nd Series – Section 11.60 Variances and Appeals – Title and Summary Publication:

Nasby said that this item was passed at the last City Council meeting, but the Title and Summary Publication statute required 4\5 City Council approval and there were only three Council persons present at the last meeting. As such, this needed to be re-considered.

Motion by Powers, seconded by Maricle, to approve Ordinance 135 2nd Series – Section 11.60 Variances and Appeals – Title and Summary Publication. Motion carried 5 – 0.

15. Personnel Committee Recommendations:

Powers said that the Street Department Foreman’s position is currently vacant due to the retirement of Barry Marcy. Steve Willard has been training with Bruce Caldwell on the duties of the foreman’s position since Mr. Marcy left at the end of May 2011. The Personnel Committee is recommending that Steve Willard be promoted to Street & Park Department Foreman effective July 25, 2011 at Grade 7, Step 8 and the probation period terminate on January 1, 2012.

Motion by Powers, seconded by Ray, to approve the promotion of Steve Willard to Street & Park Department Foreman effective July 25, 2011 and place him at pay grade 7, step 8 with the probationary period ending on January 1, 2012. Motion carried 5 – 0.

16. Unfinished Business:

None.

17. New Business:

None.

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18. Old Business:

Jones asked about the follow-up for the Windom State Theatre regarding the replacement of the marquee. Nasby said that a letter would be prepared for the property owner as soon as the start date for the Order had been established as the Council had discussed a possible period of six months from that date.

19. Regular Bills:

Motion by Maricle, seconded by Ray, to approve the bills. Motion carried 5 – 0.

20. Council Concerns:

None.

21. Adjourn:

Kruse adjourned the meeting by unanimous consent at 8:45 p.m.

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

SPECIAL CITY COUNCIL
Windom City Hall, Council Chamber
July 27, 2011
7:00 p.m.

Call to Order: The meeting was called to order by Mayor Kirby Kruse at 7:00 p.m.

Roll Call:

Mayor:	Kirby Kruse
Council Members:	Dominic Jones, Brad Powers, Corey Maricle and Kelsey Fossing
Council Members Absent:	JoAnn Ray
City Staff Present:	Brigitte Olson, Assistant City Administrator;
Public Present:	Mari Harries, Finding Windom Group; David Unmacht, Springsted, Inc.

Pledge of Allegiance:

LONG RANGE PLANNING AND GOAL SETTING – SPRINGSTED, INC.

David Unmacht, Springsted, Inc. reviewed with the City Council the progress that was made with the last Special City Council meeting on July 13, 2011, and gave a brief overview of the staff survey, community meetings and feedback that was obtained via social media contracts through “Finding Windom”. Unmacht said that the three (3) steps in this process are, input, development and action. These steps are designed to stimulate further discussion of the priorities and strategies for the City Council on behalf of the Windom community.

Unmacht reviewed the Terms and Definitions for the planning process, which is:

- Vision
- Strategy
- Goal
- Action Step

Unmacht also reviewed some thoughts that came out from the previous meetings for Community Vision were, pride and self-esteem, invested citizens, progressive

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workplace, business retention and development, discover the future community leaders, collaborative future and market brand.

Unmacht engaged the City Council in five (5) strategies that were outlined in the handout as Windom's Priorities. These priorities are as follows:

- Community Pride
- Community Vitality
- Organizational Culture
- Public Facilities
- Natural Resources

The City Council discussed the role that the Chamber of Commerce has in the promotion of the City and its business, development of the downtown area, monumental welcome sign as you enter Windom and the clean up of junk and beautification of the City in general.

Strategy #1 – Community Pride – *Dynamic future built on a positive and strong reputation and image.* Discussion by the council for the City Council to direct staff to follow policy and ordinances that are in place and to enforce them, this is regarding the removal of trash/junk and to beautify the City.

Strategy #2 – Community Vitality – *Create new jobs in tandem with a thriving and revitalized square.* Hold property owners responsible for the up keep of their buildings around the square, and the Hwy 60/71 Corridor “Economic Gardening”. The City Council also feels that the City needs to be prepared to capitalize on the four (4) lanes that will be coming through town after the improvement of Hwy 60.

Strategy #3 – Organizational Culture – *High quality of services via an efficient and effective workplace.* The items that the City Council discussed were, Community Pride Day, student representative on the City Council, employee appreciation, and the importance of leadership in the administration team.

Kruse recessed the meeting at 8:20 p.m.

Kruse reconvened the meeting at 8:35 p.m.

Strategy #4 – Public Facilities – *Prioritize, plan and fund capital improvements.* Maricle suggested a vehicle fund that could be started where each department would pay the City for the lease of that vehicle. He also realizes that funds are short at the present time.

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Strategy #5 – Natural Resources – *Utilize the value and beauty of our land and geography.* Beautify Island Park after the riffles are done so that we can capitalize on the fact that the City is built around the Des Moines River.

Jones also said that he would like the City to look at assessing for improvements through out the entire City versus assessing only the people that live on that street for that street project.

The next meeting date was discussed, however the City Council wanted to check their calendars and also make sure that the Administrator would be able to attend the next meeting.

OLD BUSINESS

None

NEW BUSINESS

None

Kruse adjourned the meeting by unanimous consent at 9:25 p.m.

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

UTILITY COMMISSION MINUTES
City Hall, Council Chamber
July 18, 2011

Call Meeting to Order: The Utility Commission meeting was called to order at 10:00 a.m., on July 18, 2011 in the City Hall Council Chamber.

Members Present: Utility Commission Chairperson: Mike Schwalbach

Members Present: Chris Johnson and Glen Francis

Member Absent: None

City Council Liaison: Dominic Jones

Staff Present: Steve Nasby, City Administrator; Brigitte Olson, Assistant City Administrator; Marv Grunig, Electric Utility Manager and Mike Haugen, Water/Wastewater Superintendent

Others Present: Dennis Johnson, Wenck Associates; Rory Lindvall, Cottonwood County

APPROVE MINUTES

Motion by Johnson, seconded by Francis, to approve the May 25, 2011 Utility Commission minutes as presented. Motion carried 3-0.

WATER / WASTEWATER ITEMS

Cottonwood County Aid Highway Street Project – Rory Lindvall described the 2012 Cottonwood County Street Project. Lindvall said that a target sight is on County State Aid Highway (CSAH) 13 from 13th Street to the Perkins Creed Bridge, and County State Aid Highway 17 from Trunk Highway 60 to Lakeview Avenue. The county's intent is to mill the surface down completely, and then to overlay those surfaces. Cottonwood County is asking the City of Windom if they would like to replace infrastructure at the time of the resurfacing.

Haugen said that at the present time there is an 8" clay sewer line and an 8" cast iron water main on the CSAH 13 and on CSAH 17 there is a 4" cast iron water main, and an 8" PVC.

Discussion was held on options for the infrastructure replacement on both CSAH 13 and CSAH 17 projects as listed above. The options were to reroute the sewer flow with a new line, or replace the existing lines with new infrastructure and not bore under Perkins Creek or reroute the services.

The general consensus of the Utility Commission was to keep the flow the same and replace the existing services. The project would include an assessment so there is a process to go through.

Motion by Francis, seconded by Johnson, to direct Wenck to prepare a preliminary cost estimate for this project, and keep the flow the same and replace existing services. Motion carried 3-0.

Highway 60 – 71 Water main replacement – Haugen said that Highway 60 – 71 Water main project will begin necessary steps to move forward with the project. The assessments would be for only those people who signed a voluntary assessment. Hanson's have not signed the forms for a voluntary replacement. However they can be added to the project at any time. If they do not sign before the project is completed for business reasons they will pay the entire cost of a new service at the time the 60 / 71 main has to be shut off.

Street Reconstruction – Haugen said that priorities for the Water / Wastewater Department infrastructure are 20th Street and 16th Street.

Toxicity Reduction Evaluation (TRE) - Haugen updated the Utility Commission of the TRE progress. Haugen said that three parameters specific conductivity, Dissolved Solids (Copper and Zinc) and Surfactants were identified for potential contribution to the Ceriodaphnia Dubia toxicity. The next step in the process is to prove or disprove the impact of these parameters on toxicity at the Windom Waste Water Treatment Facility.

Bond / Main Lift Project – Haugen updated the commission on the Main Lift Project, he said that Bolton Menk has been taking a survey of the Des Moines River, and that the high water levels on the Des Moines River have made this process more difficult. Haugen said the Kelly Yahnke would provide the Utility Commission with a report on the next regularly scheduled meeting.

Nasby said that he had Ehlers Associates amortize bond terms in the packet for a 10 year, 15 year and 20 year. This was for their information, so that a decision could be made a later date on the terms and the impact that those terms would have on the rates.

Jones said that he would like to see the minimum charges reflect the debt service and the operations and maintenance of the plant be reflected by the rate.

OTHER WATER / WASTEWATER ITEMS

Sewer Jetting – Haugen said that the sewer jetting was ½ complete for the area identified for completion in 2011, and that approximately 800 lbs of pressure has been used, with additional pressure to get up inclines. Some of the incidents that Haugen reported from this jetting procedure is traps were being sucked dry or the water would come up in stools.

Prospective New Employee – Haugen said that staff from his department and Nasby interviewed seven (7) applicants for the vacant position in the Water / Wastewater Department. He is going to offer the position to Nick Fast, who resides in Windom. Fast's education is a lineman, which Haugen said will be beneficial in his department as they rely on the Electric Department when electrical issues arise.

Fuel Storage Tank -- Haugen said that he received a letter from Minnesota Pollution Control Agency informing the Utility Commission that the Car Quest store in Windom is the site for potential contamination from a storage tank.

ELECTRIC ITEMS

Grunig said that he received a response from ITC on the purchase of Circuit Breaker 1940 (69kV switch and related equipment in the South Windom Substation). The purchase price of the Breaker was initially \$172,687.24, and the depreciated or net book value of the Breaker is \$148,233.22. Grunig said that ITC has agreed to purchase Circuit Breaker 1940 for the amount of \$148,233.22.

Motion by Johnson, seconded by Francis, to accept the sale or disposition of Circuit Breaker 1940 for \$148,233.22, and to allow time for clarification of the document to extend this offer to November 1, 2011. Motion carried 3-0.

Master Power Purchase and Sale Agreement Confirmation Letter From the Central Minnesota Municipal Power Agency (CMMPA) – Grunig informed the Utility Commission of an additional power capacity purchase that would take care of power purchase needs from January 1, 2013 thru May 30, 2015 from CMMPA based on the requirements of the Master Agreement and Additional Services Agreement between CMMPA and member cities including Windom.

Western Area Power, 2012 Electric Rate (WAPA) – Grunig said that he had received a letter from Department of Energy, Western Area Power Administration, informing the Utility Commission that (WAPA) is currently estimating no change to the “Drought Adder” component of the Pick-Sloan-ED Firm Power Rate in January 2012. Grunig also said that this is a record setting year for water runoff in the Missouri River, with near corresponding historic levels of hydro generation from the six main-stem dams. WAPA will send out a letter in October 2011 with a final determination concerning the Drought Adder for 2012. This Drought Adder has an effect on Windom’s Utility rates as we purchase 50% of the City’s power from WAPA.

Grunig also provide the Utility Commission with a Missouri River Mainstem Reservoir System Graph that showed the annual runoff from 1898 – 2011.

OTHER ELECTRIC ITEMS

Status of MW’s Used In Extreme Heat - Grunig said that the City of Windom uses approximately 5 MW’s overnight and we were already up to 10 MW’s this morning. The peak maximum has been 15.6 MW’s and that maybe exceeded this week.

Air Conditioner Energy Rebates – Grunig said that the Air Conditioner Energy Rebate program was a success. He approved 47 rebates of a grand total of 55 possible.

Sub-Station Transformer - Grunig said that he has a “tap changer” that is not working in the sub station, and he is having a contractor looking at resolving the issue. At the present time they have not found a solution. This is a back-up unit so we are still operational.

Power House Exterior – Grunig said that several windows were taken out at the time the Power House was remodeled for the generators. At this time cedar siding was installed on the exterior. This façade is in need of repair, and Grunig requested input from the Utility Commission.

After discussion it was determined that whatever is done to replace the cedar siding portions, it should look good with the art deco on the façade of the building. One recommendation was to replace the cedar with stucco, windows or a vertical maintenance free siding.

The general consensus of the commission was that it should look good with the façade of the building.

REGULAR BILLS

None

OLD BUISINESS

None

NEW BUSINESS

Johnson asked Grunig how many times a month he attends meetings at Central Minnesota Municipal Power Agency (CMMPA) meetings, and if there were any other meetings that he attends or sits on boards for.

Grunig said that he has a CMMPA meeting once a month and other meetings with CAPX, A & O Committee, Nebraska City II, etc. were sporadic.

At 12:02 Johnson asked Grunig and Haugen to leave the meeting.

Personnel Issues were discussed.

On motion the meeting as adjourned at 12:50 p.m.

Mike Schwalbach, Utility Comm. Chairperson

Attest: _____
Steve Nasby, City Administrator

Community Center Commission Minutes
Monday July 25, 2011

1. Call to Order: The meeting was called to order by President Wayne Maras at 5:36 p.m

2. Roll Call: President: Wayne Maras
CC Director: Brad Bussa
Commission Members: Kelly Woizeschke
Dick Jeffrey
Hilary Mathis
Linda Stuckenbroker-Absent

Commission Liaisons: Corey Maricle
Bruce Caldwell-Absent
Jo Ann Ray-Absent

EDA Director: Mark Hanson-Absent

3. Approval of Minutes:

Motion by Dick Jeffrey, seconded by Kelly Woizeschke to approve the May 23, 2011 Community Center Commission Minutes. Motion carried 5-0

4. Additions to the agenda:

5 additional surveys added- All 5 surveys noted 5's in ratings. Great to see, very nice comments.

5. President's Report:

Nothing to Report

6. Director's Report:

A. 1st Draft of 2012 Budget

B. Capital Outlay Review

C. Equipment Purchase-**Motion by Kelly Woizeschke, seconded by Wayne Maras to recommend purchase of cooler as long as it can be wheeled and at WCC Director Bussa's discretion.** WCC Director Bussa noted the roof leaks and due to possible hail damage the larger air exchangers are being looked at and may possibly be turned into insurance.

D. Looking towards 2012-two week notice put in from part time help and new add going out in this week.

8. Resource Management:

Schedule of Events: Things looking good.

Income/Expenses: Looks good.

9. Miscellaneous:
Nothing to report

10. Open Forum:
Nothing to report

11. Next Meeting:
Monday August 22, 2011 @ 5:30 pm

Adjourn:

Motion by Dick Jeffrey, seconded by Kelly Woizeschke, to adjourn the meeting at 6:20 pm. Motion carried 5-0.

Wayne Maras, WCC President

Hilary Mathis, WCC Secretary

Attest: _____
Brad Bussa, Community Center Director

Telecommunication Commission Minutes
July 27th, 2011

1. Call to Order:

Wendell Woodcock called the meeting to order.

2. Roll Call:

Commission Members Present: Wendell Woodcock, Virgil Meier, Dominic Jones, Forrest Fosheim, Corey Maricle

Commission Members Absent: None

City Staff Present: Dan Olsen, Londa Fosheim

Public Present: None

3. Budget Workshop:

Windomnet Budget projected for 2012: Revenue \$2,333,456.00 Expense 2,001,006.00

Dan stated that the budget stays pretty even. Windomnet will save money as SMBS will be paying part of Dan's Salary. Dan stated that he would like to have the part time position move to full time getting the marketing back. There are more and more duties being placed on the part time position. Dan will look into costs and job description.

Dan talked to the board about Windomnet dropping the Dish Network with a savings of about 32,000.00, going with off airs as they seem to be doing well.

Windomnet has increased revenue every year.

Capital Items discussed: HD and Material Shed approved, Vehicle options discussed.

The request for new computers for City Hall was discussed. Bridget was asked to come to the meeting to answer questions the Telecom may have. Bridget was not present to answer questions. Corey and Dominic stated the Computer requested amounts would be taken care of at the City Council Meeting.

It was stated that the City of Windom should do a technology audit at some point

4. Executive Summary:

SMBS – Windomnet Video Programming Solution

Cinnamon Meuller drafted the Executive Summary
SMBS bill will say W-tv
Windomnet will hold the franchise, then serve SMBS video feed.

Motion made to submit Executive Summary to City Council for approval after
Dan McDonald has reviewed it made by Forrest, 2nd by Wendell
All in Favor – yes

5. Director's Report:

SMBS started putting pipe in the ground in Lakefield, waiting for fiber to come in. Drops to houses started Tues the 26th of July. Hoping for a late frost this winter.

Set Top Boxes were discussed, being looked into as to what Windomnet gets for future set top boxes.

The heat the last few weeks has not affected us too much. The air conditioners seem to be keeping up and holding their own.

Vacations being taken by staff, the staff is helping each other out by covering office hours as needed.

Head end work: Moving around some channels for SMBS. Internet up and ready to go for SMBS. Phone systems ready to go for SMBS.

There are a couple of cities looking at buying bandwidth through us. Dan is still talking and working with them.

Next meeting date not set yet. Dan stated that we will have one when needed.

6. Adjourn:

Wendell Woodcock adjourned the meeting

RESOLUTION #2011-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

**A RESOLUTION EXPRESSING SINCERE APPRECIATION TO
KENT KELLY FOR HONORABLE AND DEVOTED PUBLIC SERVICE
TO THE CITY OF WINDOM, MINNESOTA**

WHEREAS, the City of Windom wishes to express grateful recognition and appreciation to **KENT KELLY** for his untiring and valuable service faithfully rendered to the City of Windom as a Police Officer commencing on November 11, 1993, through August 10, 2011.

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

1. The City Council, on behalf of its members, City officials, employees of the City of Windom, and the citizens of this community extends to **KENT KELLY** its expressions of appreciation for serving the City well, and its best wishes for good health, success and prosperity in the years to come.

2. That a copy of this resolution be incorporated in the official records of the City Council of the City of Windom and a copy presented to **KENT KELLY**.

Adopted this 2nd day of August, 2011.

Kirby G. Kruse, Mayor

Attest: _____

Steven Nasby, City Administrator

FOR FWS USE ONLY
A/R 32330-B-J005
\$100,000.00 FY11
Fund code 32330-1334-0000
ABC W4 BOC 411G
CFDA No. 15.XXX FAADS Type XX

**COOPERATIVE AGREEMENT
NO. 30181XJXXX
BETWEEN THE
U.S. FISH AND WILDLIFE SERVICE
AND THE
City of Windom, Minnesota**

I. RECIPIENT:

**City of Windom, Minnesota
c/o Steve Nasby, City Administrator
444 9th Street
Windom, MN 56101
(507) 831-6129**

EIN: #41-600-5647
DUNS: #071512073

II. APPROPRIATION AUTHORITY & AWARD AMOUNT:

Upon execution by authorized representatives of both parties hereto, this Cooperative Agreement shall serve as the official obligating instrument for transfer of \$100,000.00 in 32330-1334-0000 federal Fiscal Year 2011 (FY011) funds from the Service to the Recipient, to be used only for the purposes authorized within this agreement. These funds have been allocated under authority of the FY11 Continuing Resolution of the Congress (P.L. 112-5).

III. STATUTORY ENABLING AUTHORITY:

This Cooperative Agreement between the U. S. Fish and Wildlife Service (hereinafter referred to as the "Service" or "FWS") and the City of Windom, Minnesota (hereinafter referred to as the "City" or "Recipient") is entered into authority under the Partners for Fish and Wildlife Program in accordance with the Fish and Wildlife Coordination Act of 1934, as amended (16 U.S.C. 661 et seq.), the Fish and Wildlife Conservation Act of 1980 (16 U.S.C. 2901 et seq.), and the Fish and Wildlife Act of 1956, as amended (16 U.S.C. 742a et seq.).

IV. PURPOSE:

The low head dam on the West Fork of the Des Moines River located within the city limits of Windom, MN is a barrier to fish and mussel migration. The altered hydrograph,

accumulation of sediment above the dam in the reservoir, erosion below the low head dam, fish and mussel barrier, safety and liability issues, and deterioration of the bank around the dam are the main identifiable issues with the Windom dam. The dam has subsequently been breached and water is free flowing around one end of the structure. The low head dam is still a barrier to migrating fish and thereby limiting the diversity and expansion of native mussels that inhabit the river. Sediment accumulations for over 40+ years have substantially filled the reservoir. Approximately 90% of the watershed is dominated by row cropping. This, along with the extensive use of pattern tiling, has altered the hydrograph of the West Fork of the Des Moines since the current dam was in place. Since 1963-64, there have been two incidents of the dam effect failing in Windom. The current dam was built about 1963 and is a mass concrete fixed crest spillway with a head elevation of 6.1 feet and a width of 96 feet. The first 2 failed dams in the late 1800's were built for milling purposes. The flour mill no longer exists. The low head dam does not provide flood control or the generation of power, as such its primary purpose (the pool) was for aesthetics. There are resident homes along the reservoir. Significant emergency repairs were made to the current dam in 1984, which was paid in part by Minnesota Department of Natural Resources Dam Safety bonding money. According to the MN DNR the river has seen an increase of 220 cubic feet per second when compared to 1935-1963. Several times since 1963, river flow has washed around the dam likely due to the altered hydrograph. In 2007, the river washed out the river bank around the dam and down cut to the point where it had essentially returned it to a free flowing river with no water flowing over the low head dam at normal conditions.

The City of Windom has elected to move ahead with a dam removal and stream channel restoration project. Completion of this project with cost-share monies from the US Fish and Wildlife Service Fish Passage Grant would allow fish passage as well as the ability of mussels to expand their distribution upstream. The existing barrier limits the amount of fish habitat and fish production available upstream of the dam because it blocks migration.

Removal of the dam structure will also help alleviate safety concerns for the City. The dam generates safety concerns due to public use in nearby Island Park. There has been one case of a drowning in the immediate project area. On May 29, 1953 a twelve-year old boy drown near the dam in Windom. The City is also exploring the option of developing a trail along the river to increase public use in conjunction with the river in their city.

The Service and the City of Windom have some common interests in the management of migratory and resident wildlife populations that are dependent upon, in-stream, riparian, wetland and upland habitats. Both parties agree that these habitats in Minnesota need to be restored, protected, and properly managed to provide maximum wildlife benefits. Both parties believe it wise and prudent to address the growing public concern and awareness for the restoration, protection, management, and wise use of in-stream, riparian, wetland and upland habitats to increase and perpetuate migratory waterfowl and bird populations; game and non-game wildlife species; threatened and endangered species; fish and plant species; and to recognize the aesthetic and intrinsic values that streams, wetlands and associated uplands provide for society.

The purpose of this Cooperative Agreement of federal assistance is to restore, protect and manage stream and riparian habitat identified in the National Fish Habitat Plan as a priority area for the recovery of the federally listed as endangered Topeka shiner minnow on non-federal lands located in Cottonwood County, Minnesota. The intent of this particular project

is to work with several partners including the Minnesota Department of Natural Resources (MNDNR), and the City of Windom, Minnesota, within the West Fork of Des Moines River watershed to remove a fixed concrete low head dam within the City of Windom, MN to restore the river to a free flowing channel with 4 to 5 Newbury Weirs (rock arched weirs) to enhance fish habitat. Additionally, the project will have several larger boulders or other structures strategically placed for bank stability and to enhance fishing opportunities. This project will allow fish passage, including potentially Topeka shiners, and not trap river bed-load sediment. This project and other on-going projects in the Des Moines River watershed are important to the survival of the Topeka shiner. The project is also important to the local community and county government as it will enhance recreational opportunities but also importantly, remove a safety hazard from within the city as a documented drowning fatality has occurred at the dam in 1953.

This Cooperative Agreement will provide a framework for cooperation and coordination between the Service, the City of Windom, and other partners that will enable the removal of the low head dam and enhancement of the stream corridor restoration and protection of a section of the West Branch of the Des Moines River within the City of Windom, Cottonwood County, Minnesota. The City of Windom desires to provide project coordination assistance through in-kind services and budgeted funds. The City will also provide assistance through contracts for the purchase of materials and contracting of equipment necessary for the completion of the placement of the rock weir structures. In-kind services and funding from the following partners will also be provided to accomplish the goals of this project: the MN DNR. The paragraph below provides a brief description of what each partner will provide to accomplish the goals of this project.

The Service will provide co-coordination of the project proposal and technical assistance on project design as needed. The City will provide in-kind services for project coordination at the local level (working with the City divisions, MNDNR, and others as necessary) to complete the pre-construction surveying work, design assistance, contracting for needed materials, and project oversight during construction. The MNDNR will provide in-kind services for surveying labor, project design, and funding for the dam removal, re-shaping of the stream-bank, sediment removal and in-stream establishment of the rock weirs and construction oversight. The City of Windom, MN will provide in-kind services to complete pre-construction survey work, apply for necessary permits, and funding for miscellaneous expenses as needed.

This Cooperative Agreement provides for the limited exchange of services, personnel, equipment, and funds between the Service and the City to achieve the stated purpose, and recognizes that the goal will also be achieved with the cooperation of the state and local government entities as identified in the agreement.

V. SCOPE OF WORK AND RESPONSIBILITIES OF THE PARTIES:

For the period hereinafter set forth, the City agrees to provide the personnel, materials, services, and funds needed to accomplish the purposes of this Cooperative Agreement, as described below. The City's budget dated July 12, 2011, as accepted by the Service Project Officer, is hereby incorporated into this Cooperative Agreement as an integral part of this documentation and agreement. Collectively, it is included in this Cooperative Agreement as

The Service and the City of Windom, MN and other partners propose to remove the low-head concrete dam structure, stabilize the stream-bank and install 4 to 5 in-stream rock weirs to enhance fish habitat and allow fish passage on the West Fork of the Des Moines River within the city of Windom, Minnesota. This project, hereafter referred to as the **Windom Dam Removal Fish Passage Project**, is located within the City of Windom, Cottonwood County, Minnesota. The Windom Dam Removal Fish Passage Project is an in-stream structure /barrier removal project with bank stabilization and in-stream fish habitat enhancement project. The Service will work with the identified partners to survey, design, and complete the removal of the degraded concrete low-head dam structure and install the rock weirs for bank stabilization and fish habitat enhancement and to allow fish passage along the stream corridor which will potentially benefit the federally listed Topeka shiner minnow. Construction design and oversight will be completed primarily by MNDNR and City engineers. Funds from this agreement will be used to purchase materials; rock rip-rap and erosion control blanket, etc. and hire contractors as needed to complete the removal of the dam structure and installation of the rock weirs for the project. The rock weir structures will also create desired areas of slack water near the river bank for fish and mussel habitat. Vegetation will be reestablished to those areas disturbed during construction to control erosion along the project site.

A. The City agrees:

1. To meet with Service representatives to discuss and agree on guidelines for the project proposal to meet the purposes of this Cooperative Agreement.
2. To provide in-kind services and funding, in the fair-market-valued amount of \$217,146.00, for the implementation of agreed activities for the Windom Dam Removal Fish Passage Project.
3. Such in-kind services and funding, as provided for in Section V (A) (2), will include labor such as project coordination, project design, contract development and coordination, construction oversight, technical assistance, and on-the-ground assistance on-site, establishment of a native vegetation corridor on the upper banks and associated upland within the riparian zone and payment for materials and contractor costs for the project completion.
4. To document the names of personnel assisting with the project and to keep track of their time and involvement.
5. To assist with obtaining all required permits prior to initiation of the Windom Dam Removal Fish Passage Project.

B. The Service agrees:

1. To cooperate in the accomplishment of the proposal from the City for removal of the low-head dam, bank stabilization, and installation of in-stream rock weirs, on the West Fork of the Des Moines River in the City of Windom, MN provided the City remains an

active project partner in the Windom Dam Removal Fish Passage Project.

2. To provide limited funds, in the amount of \$100,000.00 from federal fiscal year 2011 (FY11) for the purchase of materials and to hire contractors as necessary, and to provide technical assistance to aid involved parties in completion of the Windom Dam Removal Fish Passage Project.
3. That the limited funds, as provided for in Section V(B)(2) or by future modification, will be used to assist in paying for rock rip-rap and erosion control materials as necessary, and heavy equipment operation, associated with the Windom Dam Removal Fish Passage Project, to include procurement and installation of bank stabilization rock weir materials, including rock boulders and erosion blankets; excavator time to accomplish clearing and grubbing, salvaging topsoil, slope excavation, and compacting fill material; bulldozer time to accomplish shaping the slope of the stream bank; excavator time for placement of rock over the erosion blanket, and placement of rock boulders at the toe of the slope and within the stream for in-stream rock weir structures, and, other practices and materials as approved by the Service.

VI. PROJECT PERIOD

The parties hereto have agreed that the project period of this Cooperative Agreement No. **30181XJXXX**, is from the effective date of execution through December 31, 2016.

VII. REPORTING REQUIREMENTS:

- A. Federal Funding Accountability and Transparency Act (FFATA) Reports:
Recipient/prime awardee must register in the FFATA Sub-award Reporting System (FSRS) and report sub-award(s) and executive compensation data through FSRS as applicable. FSRS can be accessed at <http://www.fsrs.gov>.

Complete reporting of first-tier sub-awards as follows:

1. If the initial award is equal to or over \$25,000, reporting of sub-award and executive compensation data is required. If the initial award is below \$25,000 but subsequent modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements, as of the date the award exceeds \$25,000. Once reporting is started it continues to be subject to the reporting requirements of the FFATA and this Guidance.
2. Sub-award reporting: If applicable, the prime awardee must report information related to a sub-award by the end of the month following the month the sub-award or obligation was made.
3. Executive compensation reporting: If applicable, the prime awardee must report its own and sub-awardees' executive compensation data by the end of the month following the month the award or obligation was made.
4. For further information see <http://www.fsrs.gov>.

B. Situation Reports: Recipient shall promptly inform the Service Project Officer of all events that could significantly impact the scope or objectives of the agreement, such as (1) problems, delays, or adverse conditions that could materially impair meeting the objectives of the award; and (2) favorable developments or alternatives that could result in meeting the objectives sooner or at less cost than anticipated.

C. Performance Reports:

An annual written performance report shall be submitted to the Service Project Officer within 90 days following the end of the year of evaluation. This report shall succinctly compare actual accomplishments with the objectives established for the period, and will also cite the reason(s) for slippage if the objectives were not met. A final performance report shall be submitted to the Service Project Officer within 90 days after the expiration or termination of the Agreement.

D. Financial Status Reports:

1. Reporting: Periodic financial reports are to be submitted in writing by Recipient to the Service Project Officer (SPO), using a federal SF 425 "Federal Financial Report," within 30 days following the end of each calendar year of the agreement's period of performance. In addition to these periodic reports, Recipient shall submit a final summary SF425 financial report to the SPO within 90 days from the agreement's culmination.

2. Cash or Accrual: For each financial report, the Recipient shall stipulate whether it uses a cash or accrual basis. The Service prefers receiving cash basis reports, but will accept accrual-based reports, if that is the Recipient's regular system of accounting. Once an agreement begins, its financial reporting basis is not to be changed unless pre-approved in writing by the Service's Regional Finance Officer.

3. Recordkeeping: Recipient shall retain financial records related to this agreement in accordance with 43 CFR 12.82.

E. DUNS/CCR Regulation: Recipient shall comply with 2 CFR Part 25, which covers Data Universal Numbering System (DUNS) number requirement and registration in the Central Contractor Registration (CCR) system for recipients and sub-recipients unless excluded. **Attachment C** cites Office of Management and Budget award term for this requirement and is hereby incorporated into this agreement.

VIII. PAYMENT PROVISIONS:

A. Funding Limits: The Service shall provide obligated federal funds, in an amount not exceeding \$100,000.00, to the City for allowable costs associated with the Windom Dam Removal Fish Passage Project, as described above. The City shall not accrue expenditures to be charged to the Service, nor shall the Service be obligated to reimburse the City for, expenditures in excess of the federally authorized amount of \$100,000.00 without pre-approved modification of the existing federal funding limits.

- B. Future Funding: The Service may choose voluntarily to add funding to this Agreement through written modification. In any event, the Government's decision to add future funding under this Cooperative Agreement beyond FY11 will be contingent upon the availability of appropriated funds for said purpose.
- C. Expenditure of Funds: The City should expend funds as generally shown in its proposal and budget, but need not be exact in spending or reimbursement per budget category. At termination of this Agreement, or if the City is otherwise unable to complete the provisions of this Agreement, all federally-advanced monies which either prove to be cancelable obligations, or unallowable in accordance with applicable OMB Circulars, shall be refunded to the U.S. Treasury. The City shall not accrue expenditures to be charged to the Service, nor shall the Service be obligated to reimburse the City for expenditures in excess of the federally authorized amount of \$100,000.00.
- J. Invoicing: The City shall submit a signed and certified original of each request for payment made under this Agreement. Each invoice shall be delivered to the Service Project Officer for initialed approval, necessary for further processing. Invoicing frequency is at the City's discretion except that it may not occur more frequently than monthly. Invoices are to be accompanied by legible copies of receipts, work records, and other such supporting documentation as is available and applicable. The City is not to invoice for amounts in excess of the Service-obligated funds.

Federal invoicing form SF270 "Request for Advance or Reimbursement" should be used in requesting advance or reimbursement payments. This form can be found at <http://www.whitehouse.gov/omb/grants/sf270.pdf>. It is not mandatory, however, and the SWCD may instead use its standard invoicing form, provided it includes the following information:

1. The Cooperative Agreement number, **30181XJXXX**;
 2. The project period for the costs claimed;
 3. Current and cumulative expenditures by cost categories in the approved budget (when applicable) and any other supporting data such as legible copies of receipts and time sheets; and
 4. A certification, signed by an authorized representative of the SWCD, that the invoice is correct and that the invoiced request for federal funds is within the authorized by the Agreement.
- K. Payment: Under the Debt Collection Improvement Act of 1996 (P.L.104-134), federal payments are made via direct Electronic Funds Transfer (EFT) to the City's bank account. Enrollment in the Automated Clearing House (ACH) database is a prerequisite of EFT from the Service, so no FWS payments can be issued if ACH enrollment is not completed and maintained. If not currently enrolled, the City must complete a SF 3881 "ACH Vendor/ Miscellaneous Payment Enrollment Form" (available from the Service Project Officer's office or at <http://www.gsa.gov/Portal/gsa/ep/formslibrary.do/formType=SF>). The completed SF 3881 is to be forwarded to

the Service Project Officer for authorization and processing. The City must maintain enrollment in ACH until federal payments have been completed or, if the agreement is terminated, until settlement of accounts has occurred.

IX. CONTRACTING AND PROJECT OFFICERS:

A. The Service Project Officer is responsible for monitoring the performance of work under this Cooperative Agreement. However, no understanding, agreement, modification, change order or other matter materially deviating from the terms of this Agreement shall be effective or binding upon the Government unless formalized by proper documentation executed by a sufficiently warranted Service Contracting Officer. If the City and the Service Project Officer disagree materially as to proper responsibilities under the Agreement or as to its scope, the City should promptly seek direction from the Service Contracting Officer in writing or via E-mail because acting outside the terms and conditions of this Agreement could result in partial or full rejection of invoiced amounts.

B. Service Contracting Officer:

[NAME]

USFWS / Region 3/ ABA-CFM

Bishop Whipple Federal Building

1 Federal Drive

Fort Snelling, MN 55111

Phone: #

Fax: #

[EMAIL ADDRESS]@fws.gov

[If different from above]

Service Contract Administrator [NAME] at (AREA CODE) PHONE # and

[Email]@fws.gov

C. Service Project Officer:

Sheldon Myerchin

U.S. Fish and Wildlife Service

Minnesota Private Lands Office

434 Great Oak Drive

Waite Park, MN 56387

Phone: 320-253-4682

Fax: 320-253-0710

Sheldon_Myerchin@fws.gov

D. City of Windom
Steve Nasby, City Administrator

444 9th Street

PO Box 38

Windom, MN 56101

507-831-6129 Telephone

507-831-6127 Fax

Email snasby@windom-mn.com

X. SPECIAL PROVISIONS:

- A. Tort Liability of the Parties: Each party hereto agrees that, to the extent allowed under law, it will be responsible only for its own acts or omissions and the results thereof, whether based in negligence, recklessness or willfulness, and neither party shall be responsible for the negligent, reckless or willful acts or omissions of the other party and the results thereof. Each party will therefore assume all risks and liability to itself, its agents and employees, for any injury to persons or property resulting from actions or operations of itself, its agents or employees and for any loss, cost, damage or expense resulting at any time from any and all causes due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own employees or agents to this Agreement. Where both parties are found to share liability, the degree of each party's liability shall be limited to its degree of culpability. The torts liability of the Federal Government will be determined under the Federal Tort Claims Act (28 U.S.C. 2761 *et seq.*) while the liability of the Recipient will be determined by applicable federal and state laws.

XI. GENERAL PROVISIONS:

- A. As applicable, the U.S. Fish and Wildlife Service's "General Provisions for Financial Assistance" are incorporated into this agreement by reference as **Attachment A**.
- B. The "Assurances" (SF 424B or SF 424D as applicable) and Form DI-2010, "U.S. Department of the Interior, Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying", which are prerequisites to award of federal assistance, are also incorporated by reference into this agreement, as **Attachment B**. Sub-recipients must also complete and abide by these assurances/certification forms; their certification documents will be maintained by the Recipient of this award.

XII. MODIFICATIONS:

Either party may propose changes of scope or objectives of this Agreement at any time during its scheduled period of performance. Such a modification will become effective only when mutually memorialized and executed in writing by authorized representatives of the parties hereto. A proposed increase or decrease in federal funding or a request for an extension of the period of availability of funds or a change of key persons in research projects are three examples of changes requiring formal modification.

XIII. TERMINATION:

If the City fails to comply with the material terms and conditions of this agreement, the Service may exercise any of the remedies listed under 43 CFR 12.83, including the right to unilaterally terminate this award of federal assistance in whole or in part. The Service may also terminate this agreement in whole or in part with consent of the City.

The City may terminate this agreement in whole or in part at any time by providing the Service with written notification of the reasons for taking this action, listing the effective date and, in the case of partial termination, the portion to be terminated. In the event of partial termination, the Service may unilaterally determine that the award purposes will not be met, in which case the Service may terminate the agreement in whole.

In any event, upon notice of early termination, neither party shall incur any new obligations or unnecessary expenditures under this agreement and shall mitigate existing obligations to the greatest extent reasonably possible. The parties hereby agree that they will make good faith efforts to agree to termination conditions, including the effective date and, where termination is partial, the portion to be terminated.

XIV. DOCUMENT EXECUTION:

In witness whereof, the following authorized representatives of the parties hereto have memorialized and executed Cooperative Agreement No. **30181XJXXX**:

For the
U.S. FISH AND WILDLIFE SERVICE:

For the
City of Windom, Minnesota

[NAME]
Contracting Officer

Kirby Kruse
Mayor

Date

Date

PROJECT MANUAL

FOR

T.H. 60 WATERMAIN & SERVICE MODIFICATIONS

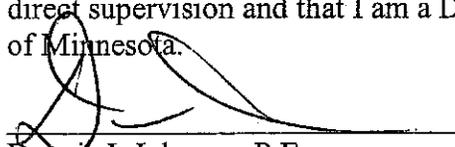
Prepared for:

CITY OF WINDOM
444 Ninth Street
WINDOM, MN 56101

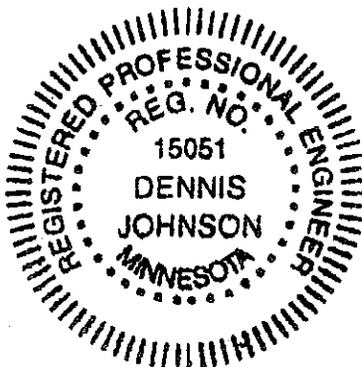
Prepared by:

WENCK ASSOCIATES, INC.
P.O. BOX 453
WINDOM, MINNESOTA 56101

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a Duly Registered Engineer under the Laws of the State of Minnesota.


Dennis J. Johnson, P.E.

Date: 7/28/11
Registration No. 15051
Expiration Date. June 30, 2012



(SEAL)

RESOLUTION #2011-

INTRODUCED:

SECONDED:

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

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS
FOR THE T.H. 60/71 WATER MAIN IMPROVEMENT PROJECT**

WHEREAS, pursuant to a resolution adopted by the City Council on July 19, 2011, City Engineer Wenck and Associates has prepared plans and specifications for the proposed T.H. 60/71 Water Main Improvement Project and has presented such plans and specifications to the Council for approval.

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

1. Such plans and specifications, which are made a part hereof by reference as if fully set forth herein, are hereby approved and shall be filed in the office of the City Clerk.
2. The City Clerk shall prepare an advertisement for bids for the making of such improvements, pursuant to the approved plans and specifications, and cause such advertisement to be published in the official paper.
3. Bids will be received and accepted by the City Clerk until 2.00 p.m. on September 6, 2011. At said time, the bids will be publicly opened by the City Clerk and City Engineer in the City Hall Council Chambers. Bids will then be tabulated and will thereafter be considered by the City Council. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. The bid for such improvements will be awarded on or before September 20, 2011, at the City Council Meeting scheduled for 7:30 p.m.

Adopted by the Council this 2nd day of August, 2011.

Kirby Kruse, Mayor

Attest: _____
Steven Nasby, City Administrator

SECTION 00020

ADVERTISEMENT FOR BIDS

CITY OF WINDOM

T.H. 60 Watermain & Service Modifications

Class of Work: Street Improvements

NOTICE TO CONTRACTORS

Sealed Bid Proposals for work indicated above will be received at the City of Windom Offices, 444 9th Street, Windom, Minnesota 56101 until 2:00 PM, September 6, 2011 after which time such bids will be publicly opened and read aloud at the City Hall Office. The decision for Award of Contract will be made by the City Council during a regular meeting on September 20, 2011 at 7:30 PM.

The work, in accordance with drawings and technical specifications prepared by Wenck Associates, Inc., 440 10th Street, P.O. Box 453, Windom, Minnesota 56101, consists of all labor, materials, tools, permits, bonds, machinery, equipment, and services necessary for approximately 450 LF of 6" & 10" watermain, 890 LF of 1" copper service, boring 160 LF of 12" and 20" casing, and 5 connections to existing services

Schedule is to begin work after Notice to Proceed. Substantial completion is on or before November 4, 2011.

Each bid proposal shall be accompanied by a "Bid Security" in the form of a certified check made payable to "CITY OF WINDOM" (OWNER) in the amount not less than five percent (5%) of the total bid, or a surety bond in the same amount, running to the OWNER, with the surety company thereon duly authorized to do business in the State of Minnesota, such Bid Security to be a guarantee that the bidder will not, without the consent of the OWNER, withdraw his bid for a period of ninety (90) days after the opening of bids, and, if awarded a contract, will enter into a contract with CITY OF WINDOM; and the amount of the certified check will be retained or the bond enforced by the OWNER in case the bidder fails to do so. All bid securities except those of the three lowest bidders will be returned within fifteen days after the opening of bids.

Bid Proposals shall be submitted on forms furnished for that purpose. Bids shall be submitted in sealed envelopes with the following clearly inscribed on the outside: "Bids for City of Windom T.H. 60 Watermain & Service Modifications." No bidder shall withdraw his bid, without the consent of the OWNER, for a period of ninety (90) days after the date for the opening thereof. The OWNER, however, reserves the right to reject any or all bids and to wave any minor irregularities, informalities or discrepancies. A work history detailing qualifications and past experience must be provided upon request.

Plans and specifications are on file for inspection at the City of Windom, City Hall Office; and the office of Wenck Associates, Inc., 440 10th Street, P.O. Box 453, Windom, Minnesota, 56101.

Bidders desiring drawings and specifications for personal use may secure a complete set from:

Wenck Associates, Inc.
440 10th Street
P.O. Box 453

Windom, Minnesota 56101
Telephone: (507) 831-2703
Facsimile: (507) 831-5271

Non-refundable deposits in the form of a check shall be made payable to:
"Wenck Associates, Inc." The deposit shall be in the amount of **\$15.00** per set of contract documents.

Published in the Cottonwood County Citizen
Dates: August 10, 17, and 24, 2011.

Dates Published in the Construction Bulletin
Dates: August 15 and 22, 2011.

END OF SECTION

SCHEDULE OF PRICES

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sums:

NOTE: BIDS shall include sales tax and all applicable taxes and fees.

BIDDER must fill in unit prices in numerals, make extension for each item and total.

WATERMAIN:

ITEM NO.	ITEM	UNIT	UNIT PRICE	ESTIMATED QUANTITY	AMOUNT
0451.601	Rock Subfoundation (CV)	C.Y	\$ _____	100	\$ _____
0504.603	Furnish & install 6" PVC watermain C900	L.F.	\$ _____	90	\$ _____
0504.603	Furnish & install 6" PVC watermain C900 Directional Bore	L.F.	\$ _____	260	\$ _____
0504.603	Furnish & install 10" PVC watermain C900	L.F.	\$ _____	90	\$ _____
0504.602	Furnish & install 6" valve & box	EA.	\$ _____	4	\$ _____
0504.602	Furnish & install 10" valve & box	EA.	\$ _____	2	\$ _____
504.602	Furnish & install hydrant	EA.	\$ _____	1	\$ _____
0504.602	Furnish & install 4" sleeve	EA.	\$ _____	1	\$ _____

0504.602	Furnish & install 6" sleeve	EA.	\$ _____	2	\$ _____
0504.602	Furnish & install 10" sleeve	EA.	\$ _____	2	\$ _____
0504.602	Furnish & install 6" plug	EA.	\$ _____	3	\$ _____
0504.602	Furnish & install 10" plug	EA.	\$ _____	3	\$ _____
0504.602	Furnish & install 4" x 6" tee	EA.	\$ _____	1	\$ _____
0504.602	Furnish & install 6" tee	EA.	\$ _____	1	\$ _____
0504.602	Furnish & install 6" 45 deg. bend	EA.	\$ _____	4	\$ _____
0504.602	Furnish & install 10" 45 deg. bend	EA.	\$ _____	4	\$ _____
0504.602	F & I Tracing Wire Access Box	EA.	\$ _____	6	\$ _____
0504.603	Furnish & install 12" casing	L.F.	\$ _____	80	\$ _____
0504.603	Furnish & install 20" casing	L.F.	\$ _____	80	\$ _____
0504.602	Furnish & install 1" corp stop	EA.	\$ _____	5	\$ _____
0504.602	Furnish & install 1" curb stop	EA.	\$ _____	5	\$ _____
0504.603	1" Type K copper service open trench	L.F.	\$ _____	450	\$ _____

0504.603	1" Type K copper service directional bore	L.F.	\$ _____	360	\$ _____
2104.509	Remove hydrant	EA.	\$ _____	2	\$ _____
2104.509	Remove valve	EA.	\$ _____	2	\$ _____
2105.526	Select Topsoil Borrow (CV)	C.Y.	\$ _____	15	\$ _____
2211.501	Aggregate Base Class 5	Ton	\$ _____	150	\$ _____
2360.503	4" Bituminous Patch	S.Y.	\$ _____	200	\$ _____
2521.501	6" Conc. Walk	S.F.	\$ _____	75	\$ _____
2531.501	B 618 Curb Repair	L.F.	\$ _____	50	\$ _____
2531.507	6" Conc. Drive Pavement	S.Y.	\$ _____	16	\$ _____
2564.501	Traffic Control	L.S.	\$ _____	1	\$ _____
0504.602	Connect to Services: Casey's	EA.	\$ _____	1	\$ _____
	Freedom	EA.	\$ _____	1	\$ _____
	Hanson	EA.	\$ _____	1	\$ _____
	H&W	EA.	\$ _____	1	\$ _____
	La Motorsports	EA.	\$ _____	1	\$ _____
	CarQuest	EA.	\$ _____	1	\$ _____

WATERMAIN TOTAL: \$ _____

Alternate: Add Service for Hansen Residential House

0504.602	Furnish & install 1" corp stop	EA.	\$ _____	1	\$ _____
0504.602	Furnish & install 1" curb stop	EA.	\$ _____	1	\$ _____
0504.602	F & I Tracing Wire Access Box	EA.	\$ _____	1	\$ _____
0504.603	1" Type K copper service open trench	L.F.	\$ _____	30	\$ _____
0504.603	1" Type K copper service directional bore	L.F.	\$ _____	50	\$ _____
2105.526	Select Topsoil Borrow (CV)	C.Y.	\$ _____	2	\$ _____
0504.602 Hansen's	Connect to Services:	EA.	\$ _____	1	\$ _____

ALTERNATE TOTAL: \$ _____

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY HALL	JOE'S LAWN CARE	MOW LAWN	75.00
CITY HALL	MN ENERGY RESOURCES	HEATING	19.88
CITY HALL	PLUNKETT'S PEST CONT SERVICE		138.94
	Total for Department 115		233.82*
POLICE	AT & T	USAGE CHARGES	174.59
	Total for Department 120		174.59*
FIRE DEPARTMENT	HEIMAN FIRE EQUIP. C	MAINTENANCE	792.56
FIRE DEPARTMENT	MN WEST COLLEGE - CA	TRAINING	1,500.00
	Total for Department 125		2,292.56*
STREET	MN ENERGY RESOURCES	HEATING	19.88
STREET	CARQUEST AUTO PARTS	MAINTENANCE	103.68
	Total for Department 140		123.56*
HEALTH & SANITATION	NEAL GRUNEWALD	COMPOST SITE MANAGER	160.00
	Total for Department 145		160.00*
RECREATION	DOUG KNEELAND	UMPIRE	200.00
RECREATION	TREVOR THESFELD	UMPIRE	155.00
	Total for Department 150		355.00*
PARKS	CARQUEST AUTO PARTS	MAINTENANCE	22.06
	Total for Department 165		22.06*
	Total for Fund 01		3,361.59*
	SEH	18TH AVE STORM WATER PRO	6,314.79
	Total for Department		6,314.79*
	Total for Fund 02		6,314.79*
LIBRARY	JOE'S LAWN CARE	MOW LAWN	75.00
LIBRARY	MN ENERGY RESOURCES	HEATING	151.34
LIBRARY	RANGER RICK	SUBSCRIPTION	19.95
	Total for Department 171		246.29*
	Total for Fund 03		246.29*
POOL	MN ENERGY RESOURCES	HEATING	806.01
	Total for Department 175		806.01*
	Total for Fund 12		806.01*
AMBULANCE	BLUE CROSS/BLUE SHIE	REFUND-AMBULANCE-THOMAS	202.80
AMBULANCE	BLUE PLUS	REFUND-AMBULANCE-RUTH HA	169.41
AMBULANCE	BOUND TREE MEDICAL,	EQUIPMENT	92.59
AMBULANCE	Verizon Wireless	TELEPHONE	97.98
AMBULANCE	CARQUEST AUTO PARTS	MAINTENANCE	79.55
AMBULANCE	ZOLL MEDICAL CORPORA	SUPPLIES	701.34

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
		Total for Department 176	1,343.67*
		Total for Fund 13	1,343.67*
MULTI-PURPOSE BUILDI MN	ENERGY RESOURCES	HEATING	89.72
		Total for Department 177	89.72*
		Total for Fund 14	89.72*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	4,662.10
LIQUOR	WIRTZ BEVERAGE MN WI	MERCHANDISE	6,227.01
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	8,298.85
LIQUOR	A H HERMEL CANDY & T	MERCHANDISE	438.03
LIQUOR	JOHNSON BROS.	MERCHANDISE	609.15
LIQUOR	GENE LENNING	EXPENSE	161.16
LIQUOR	PAUSTIS & SONS	MERCHANDISE	396.01
LIQUOR	MN ENERGY RESOURCES	HEATING	54.57
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	3,618.38
LIQUOR	THE AMERICAN BOTTLIN	MERCHANDISE	170.32
LIQUOR	VINOCCOPIA, INC	MERCHANDISE	576.20
LIQUOR	BANK MIDWEST	NSF CHECK	50.39
		Total for Department 180	25,262.17*
		Total for Fund 60	25,262.17*
WATER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	151.04
WATER	MN DEPT OF HEALTH	WA SUR CHARGE	3,205.00
WATER	MN ENERGY RESOURCES	HEATING	445.66
WATER	CARQUEST AUTO PARTS	MAINTENANCE	7.93
		Total for Department 181	3,809.63*
		Total for Fund 61	3,809.63*
	STACIA BERGHORST	REFUND - UTILITY PREPAYM	300.00
	KAYLEE LIBRA/ DEREK	REFUND - UTILITY PREPAYM	300.00
	MATT & ANNA SMITH	REFUND - UT PREPAY & STA	300.00
		Total for Department	900.00*
ELECTRIC	CENTRAL MINNESOTA MU	POWER COST	211,806.92
ELECTRIC	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	151.05
ELECTRIC	MN ENERGY RESOURCES	HEATING	19.88
ELECTRIC	CARQUEST AUTO PARTS	MAINTENANCE	6.40
ELECTRIC	BANK MIDWEST	NSF CHECK	204.61
ELECTRIC	MAXINE BUSSA	ENERGY REBATE	50.00
ELECTRIC	STEPHEN DANE	ENERGY REBATE	25.00
ELECTRIC	TOM JURGENS	ENERGY REBATE	50.00
ELECTRIC	ROBERT LANGE	ENERGY REBATE	1,100.00
ELECTRIC	PRESTON ROSSOW	ENERGY REBATE	10.00
ELECTRIC	DANI VAGLE	ENERGY REBATE	50.00
		Total for Department 182	213,473.86*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 62			214,373.86*
SEWER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	151.04
SEWER	MN ENERGY RESOURCES	HEATING	106.88
Total for Department 183			257.92*
Total for Fund 63			257.92*
ARENA	ELECTRIC FUND	MAINTENANCE	26.11
ARENA	CARQUEST AUTO PARTS	MAINTENANCE	157.73
Total for Department 184			183.84*
Total for Fund 64			183.84*
	MARLYS AVERY	REFUND - STATEMENT CREDI	.79
	ANA MARIE BETANCE	REFUND - STATEMENT CREDI	.19
	STACIA BERGHORST	REFUND - STATEMENT CREDI	4.64
	MARJEAN BJORKLUND	REFUND - STATEMENT CREDI	1.20
	LEVI BROITZMAN	REFUND - STATEMENT CREDI	.22
	HILLSIDE GREENHOUSE	REFUND - STATEMENT CREDI	.49
	MATT & ANNA SMITH	REFUND - UT PREPAY & STA	3.74
Total for Department			11.27*
TELECOMMUNICATIONS	BLUEHIGHWAYS	SUBSCRIBERS	41.58
TELECOMMUNICATIONS	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	453.12
TELECOMMUNICATIONS	QWEST COMMUNICATIONS	LEXIS BILLING SERVICE	204.19
TELECOMMUNICATIONS	MN ENERGY RESOURCES	HEATING	11.09
TELECOMMUNICATIONS	RFD TV	SUBSCRIBERS	196.56
TELECOMMUNICATIONS	MARLYS AVERY	REFUND - STATEMENT CREDI	11.76
TELECOMMUNICATIONS	ANA MARIE BETANCE	REFUND - STATEMENT CREDI	2.87
TELECOMMUNICATIONS	STACIA BERGHORST	REFUND - STATEMENT CREDI	115.71
TELECOMMUNICATIONS	MARJEAN BJORKLUND	REFUND - STATEMENT CREDI	17.34
TELECOMMUNICATIONS	LEVI BROITZMAN	REFUND - STATEMENT CREDI	3.29
TELECOMMUNICATIONS	WM GATFIELD	REFUND - STATEMENT CREDI	3.20
TELECOMMUNICATIONS	PAULINE GUSTAFSON	REFUND - STATEMENT CREDI	36.24
TELECOMMUNICATIONS	HILLSIDE GREENHOUSE	REFUND - STATEMENT CREDI	7.27
TELECOMMUNICATIONS	ANTHONY & CHRISTINE	REFUND - STATEMENT CREDI	2.13
TELECOMMUNICATIONS	MATT & ANNA SMITH	REFUND - UT PREPAY & STA	77.16
Total for Department 199			1,183.51*
Total for Fund 69			1,194.78*
Grand Total			257,244.27*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY OFFICE	STEVE NASBY	EXPENSE	34.59
CITY OFFICE	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	20.40
	Total for Department 103		54.99*
P & Z / BUILDING OFF	ELECTRIC FUND	MAINTENANCE	46.32
P & Z / BUILDING OFF	MN DEPT OF LABOR & I	BLDG PERMIT SURCHARGE	478.12
	Total for Department 106		524.44*
POLICE	COTTONWOOD CO TREASU	DISPATCHING	275.00
POLICE	COTTONWOOD CO TREASU	RENT	1,500.00
POLICE	ELECTRIC FUND	MAINTENANCE	15.24
POLICE	Verizon Wireless	SERVICE FOR LAP TOPS	186.50
POLICE	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	10.18
	Total for Department 120		1,986.92*
FIRE DEPARTMENT	AMOCO OIL COMPANY	GAS	52.63
FIRE DEPARTMENT	COTTONWOOD CO TREASU	DISPATCHING	212.50
	Total for Department 125		265.13*
EMERGENCY MANAGEMENT	COTTONWOOD CO TREASU	DISPATCHING	12.50
	Total for Department 130		12.50*
STREET	COTTONWOOD CO TREASU	DISPATCHING	125.00
STREET	ELECTRIC FUND	MAINTENANCE	1,197.09
STREET	WINDOM AUTO VALU	MAINTENANCE	44.13
	Total for Department 140		1,366.22*
RECREATION	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	10.18
	Total for Department 150		10.18*
PARKS	COTTONWOOD CO TREASU	DISPATCHING	37.50
PARKS	ELECTRIC FUND	MAINTENANCE	101.71
PARKS	WINDOM AUTO VALU	MAINTENANCE	21.21
	Total for Department 165		160.42*
	Total for Fund 01		4,380.80*
LIBRARY	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	5.09
	Total for Department 171		5.09*
	Total for Fund 03		5.09*
AIRPORT	MN DEPT OF ADMINISTR	TELEPHONE	23.35
	Total for Department 174		23.35*
	Total for Fund 11		23.35*
POOL	SALLY OLTMANN'S	SPLASH BASH TREAS HUNT	200.00
POOL	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	5.09
POOL	TK TUNES	SPLASH BASH DJ	250.00
	Total for Department 175		455.09*

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount

	Total for Fund 12		455.09*
AMBULANCE	COTTONWOOD CO TREASU	DISPATCHING	200.00
AMBULANCE	VAUGHN CORWIN	EXPENSE	10.27
AMBULANCE	ELECTRIC FUND	MAINTENANCE	387.65
AMBULANCE	Verizon Wireless	SERVICE FOR LAP TOPS	104.01
AMBULANCE	JOLYNN NERHUS	EXPENSE	76.32
AMBULANCE	BRAD POWERS	EXPENSE	6.52
AMBULANCE	KIM POWERS	EXPENSE	66.38
AMBULANCE	ALLAN REMPEL	EXPENSE	16.15
	Total for Department 176		867.30*
	Total for Fund 13		867.30*
MULTI-PURPOSE BUILDI	BEVERAGE WHOLESALERS	MERCHANDISE	84.75
MULTI-PURPOSE BUILDI	CREATIVE DESIGN	SERVICE	26.72
MULTI-PURPOSE BUILDI	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	10.18
MULTI-PURPOSE BUILDI	WINDOM AREA CHAMBER	ADVERTISING	20.00
	Total for Department 177		141.65*
	Total for Fund 14		141.65*
LIQUOR	ADRIAN'S PLUMBING &	MAINTENANCE	70.54
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	7,308.84
LIQUOR	WIRTZ BEVERAGE MN WI	MERCHANDISE	1,055.92
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	5,925.70
LIQUOR	JOHNSON BROS.	MERCHANDISE	1,286.00
LIQUOR	MN ENERGY RESOURCES	HEATING	82.32
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	1,081.55
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	125.92
LIQUOR	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	20.36
LIQUOR	BANK MIDWEST	NSF CHECK	122.49
	Total for Department 180		17,079.64*
	Total for Fund 60		17,079.64*
WATER	AMERICAN PAYMENT CEN	SERVICE	16.50
WATER	AMOCO OIL COMPANY	GAS	202.21
WATER	COTTONWOOD CO TREASU	DISPATCHING	100.00
WATER	ELECTRIC FUND	MAINTENANCE	46.71
WATER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	168.75
WATER	WINDOM AUTO VALU	MAINTENANCE	16.86
WATER	MN RURAL WATER ASSOC	DUES	200.00
WATER	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	20.36
WATER	WENCK ASSOCIATES, IN	LANDFILL	4,373.97
	Total for Department 181		5,145.36*
	Total for Fund 61		5,145.36*
ELECTRIC	AMERICAN PAYMENT CEN	SERVICE	16.50

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ELECTRIC	AMOCO OIL COMPANY	GAS	583.82
ELECTRIC	COTTONWOOD CO TREASU	DISPATCHING	187.50
ELECTRIC	CRA PAYMENT CENTER	MAINTENANCE	584.74
ELECTRIC	ELECTRIC FUND	MAINTENANCE	82.18
ELECTRIC	MARV GRUNIG	EXPENSE	77.70
ELECTRIC	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	168.75
ELECTRIC	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	20.36
ELECTRIC	RACHEL DUNCANSON	REFUND -FINAL BILL PAID	60.74
	Total for Department 182		1,782.29*
	Total for Fund 62		1,782.29*
SEWER	AMERICAN PAYMENT CEN	SERVICE	16.50
SEWER	AMOCO OIL COMPANY	GAS	161.43
SEWER	BOLTON & MENK, INC.	SERVICE	1,950.91
SEWER	COTTONWOOD CO TREASU	DISPATCHING	100.00
SEWER	ELECTRIC FUND	MAINTENANCE	26.48
SEWER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	168.75
SEWER	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	32.56
	Total for Department 183		2,456.63*
	Total for Fund 63		2,456.63*
ARENA	MN ENERGY RESOURCES	HEATING	126.20
ARENA	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	18.32
	Total for Department 184		144.52*
	Total for Fund 64		144.52*
	ELECTRIC FUND	LOAN PAYMENT TO ELEC SPE	721.62
	FULDA AREA CREDIT UN	SPEC BLDG LOAN	1,722.67
	Total for Department		2,444.29*
ECONOMIC DEVELOPMENT	ELECTRIC FUND	LOAN PAYMENT TO ELEC SPE	227.87
ECONOMIC DEVELOPMENT	FULDA AREA CREDIT UN	SPEC BLDG LOAN	1,637.33
ECONOMIC DEVELOPMENT	MARK HANSON	EXPENSE	139.86
	Total for Department 187		2,005.06*
	Total for Fund 67		4,449.35*
TELECOMMUNICATIONS	AMERICAN PAYMENT CEN	SERVICE	49.50
TELECOMMUNICATIONS	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	506.25
TELECOMMUNICATIONS	WINDOM AUTO VALU	MAINTENANCE	21.29
TELECOMMUNICATIONS	NEW STAR SALES & SER	COPIER MAINTENANCE	35.00
TELECOMMUNICATIONS	QUEST	TELEPHONE	104.88
TELECOMMUNICATIONS	NEUSTAR, INC.	MAINTENANCE	11.00
TELECOMMUNICATIONS	DAN OLSEN	EXPENSE	285.29
TELECOMMUNICATIONS	SIJAMBO CAFE	EXPENSE	57.29
TELECOMMUNICATIONS	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	30.54
TELECOMMUNICATIONS	BANK MIDWEST	NSF CHECK	73.85

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
TELECOMMUNICATIONS	ZAYO BANDWIDTH	BANDWIDTH BILLING	5,808.83
		Total for Department 199	6,983.72*
		Total for Fund 69	6,983.72*
	AFLAC	INSURANCE	383.30
	JOHNSON COUNTY COURT	PAYROLL DEDUCTION CDDM01	1,202.00
	MN BENEFIT ASSOCIATI	INSURANCE	262.28
		Total for Department	1,847.58*
		Total for Fund 70	1,847.58*
		Grand Total	45,762.37*

SECTION 00530

PAYMENT REQUEST FORM

OWNER: City of Windom
PROJECT: 2011 Street Shop Improvements
CONTRACTOR: Everstrong Construction, Inc.

PAY ESTIMATE NO. 4

Original Contract Amount	\$	<u>310,277.50</u>
		c/o 1 (6,077.50)
Contract Changes approved to Date (List Change Order Numbers) ..c/o 2.....	\$	<u>8,409.60</u>
Revised Contract Price	\$	<u>312,609.60</u>
Work Completed to Date (see attached)	\$	<u>302,218.10</u>
Retainage to Date, 5%	\$	<u>(15,110.91)</u>
Work Completed to Date Less Retainage to Date	\$	<u>287,107.19</u>
Total Amount Previously Certified	\$	<u>238,443.82</u>
Payment Request This Estimate	\$	<u>48,663.37</u>

I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid.

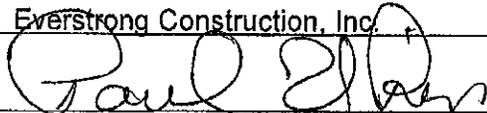
Paul U'Ren, CFO
CONTRACTOR

CERTIFICATE OF CONTRACTOR

I hereby certify that the work and the materials supplied to date, as shown on the request for payment, represents the actual value of accomplishment under the terms of the contract dated

March 16, 2011 between CITY OF WINDOM (OWNER)

and Everstrong Construction (CONTRACTOR) and all authorized changes thereto.

By Everstrong Construction, Inc.

Title GFO

Approval:

CONTRACTOR



Date 7-28-2011

WENCK ASSOCIATES, INC.



Date 7/29/11

Dennis Johnson, P.E.

CITY OF WINDOM

Date _____

END OF SECTION

SCHEDULE OF PRICES

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sums:

NOTE: BIDS shall include sales tax and all applicable taxes and fees.

BIDDER must fill in unit prices in numerals, make extension for each item and total.

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED QUANTITY</u>	<u>AMOUNT</u>	<u>Amount Applied For</u>
<u>OPTION 1 - SPRAY FOAM INSULATION</u>					
Remove Steel Wall Panel	S. F.	\$ <u>.60</u>	8500	\$ <u>5,100.00</u>	100% \$ 5,100.00
Remove Steel Roof Panel	S.F.	\$ <u>.60</u>	15000	\$ <u>9,000.00</u>	100% \$ 9,000.00
Remove West Overhead Door	Each	\$ <u>300.00</u>	1	\$ <u>300.00</u>	100% \$ 300.00
Furnish & Install 26 Gauge Steel Wall Panel	S.F.	\$ <u>3.00</u>	8500	\$ <u>25,500.00</u>	100% \$25,500.00
Furnish & Install 26 Gauge Steel Roof Sheeting	S.F.	\$ <u>2.60</u>	15000	\$ <u>39,000.00</u>	100% \$39,000.00
Furnish & Install Wall Insulation	S.F.	\$ <u>2.78</u>	8500	\$ <u>23,630.00</u>	100% \$23,630.00
Furnish & Install Roof Insulation	S.F.	\$ <u>2.35</u>	15000	\$ <u>35,250.00</u>	100% \$35,250.00
Furnish & install East Ventilation System	EA.	\$ <u>73,500.00</u>		\$ <u>73,500.00</u>	100% \$ 73,500.00
Furnish & install West Ventilation System	EA.	\$ <u>36,750</u>	1	\$ <u>36,750.00</u>	100% \$ 36,750.00

ITEM	UNIT	UNIT PRICE	ESTIMATED QUANTITY	AMOUNT		
<u>OPTION 1 - SPRAY FOAM INSULATION - CONTINUED</u>						
Furnish & Install						
Movable Ventilation System	EA.	\$ <u>9,143</u>	1	\$ <u>9,143.00</u>	50%	\$ 4,571.50
Exterior Doors with Lever Handles	EA.	\$ <u>1,680.00</u>	3	\$ <u>5,040.00</u>	100%	\$ 5,040.00
Lever Handles for Interior Doors	EA.	\$ <u>275.00</u>	12	\$ <u>3,300.00</u>	0%	
Remove & Replace						
Windows: 72" x 36"	EA.	\$ <u>544.00</u>	8	\$ <u>4,352.00</u>	100%	\$ 4,352.00
60" x 36"	EA.	\$ <u>532.00</u>	1	\$ <u>532.00</u>		532.00
40" x 40"	EA.	\$ <u>507.00</u>	1	\$ <u>507.00</u>		507.00
32" x 32"	EA.	\$ <u>481.00</u>	1	\$ <u>481.00</u>		481.00
Remove & Replace Overhead Door & Opener (East)	EA.	\$ <u>4,200.00</u>	1	\$ <u>4,200.00</u>	100%	\$ 4,200.00
Remove & Reinstall Center Overhead Door & Opener (West)	EA.	\$ <u>1,500.00</u>	1	\$ <u>1,500.00</u>	100%	\$ 1,500.00
1-hour Firewall	L.F.	\$ <u>35.00</u>	60	\$ <u>2,100.00</u>	100%	\$ 2,100.00
40-Min. fire Door	EA.	\$ <u>1,050.00</u>	1	\$ <u>1,050.00</u>	100%	\$ 1,050.00
1-Hour Overhead Door (Interior Wall)	EA.	\$ <u>10,085.00</u>	1	\$ <u>10,085.00</u>	100%	\$ 10,085.00
OPTION 1 - TOTAL:				\$ <u>290,320.00</u>		
Salvage value of removed steel				\$ <u>4,000.00</u>		

OPTION 4 - WEST STORAGE SHED

Remove Steel
Wall Panel S.F. \$ 160 1200 \$ 720.00 100% \$ 720.00

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ITEM	UNIT	UNIT PRICE	ESTIMATED QUANTITY	AMOUNT		
<u>OPTION 4 - WEST STORAGE SHED-CONTINUED</u>						
Remove Steel Roof Panel	S.F.	\$ <u>160</u>	850	\$ <u>579.00</u>	100%	\$ 510.00
Remove Overhead Door	Each	\$ <u>300.00</u>	1	\$ <u>300.00</u>	100%	\$ 300.00
Furnish & Install 26 Gauge Steel Wall Panel	S.F.	\$ <u>3.00</u>	1200	\$ <u>3,600.00</u>	100%	\$ 3,600.00 <i>PJU Everstrong</i>
Furnish & Install 26 Gauge Steel Roof Sheeting	S.F.	\$ <u>2.60</u>	850	\$ 22,204.00	100%	\$ 2,210.00 <i>\$21,210 CAM</i>
Furnish & Install Wall Insulation	S.F.	\$ <u>3.40</u>	1200	\$ <u>4,080.00</u>		Deleted
Furnish & Install Roof Insulation	S.F.	\$ <u>2.35</u>	850	\$ <u>1,997.50</u>		Deleted
Exterior Doors with Lever Handles	EA.	\$ <u>1,680.00</u>	3	\$ <u>5,040.00</u>	50%	\$ 2,520.00 <i>PJU</i>
Remove & Replace Overhead	EA.	\$ <u>1,500.00</u>	1	\$ <u>1,500.00</u>	100%	\$ 1,500.00 <i>\$19,950 CAM</i>
OPTION 4 - TOTAL:				\$ 39,231.50		

Salvage value of removed steel \$ 100.00

TOTAL \$293,808.50

C/O #2 8,409.60

(c/o #1 included

in above #s)

TOTAL \$302,218.10



Coalition of Greater Minnesota Cities

CGMC in Brief

July 21, 2011

Contact: Tim Flaherty
651-225-8840

Shutdown Ends With More Borrowing and LGA Cuts

Yesterday, Governor Dayton signed 10 finance bills, the Legacy bill and a pension bill to end the nearly three week shutdown of Minnesota state government. The final resolution closed the budget deficit through a combination of spending cuts, a larger school shift, and borrowing against future revenues from tobacco bonds. The school shift will be expanded by \$700 million from the initial \$1.4 billion proposal, resulting in \$2.1 billion in school payments being delayed. The state will also issue revenue bonds worth \$ 700 million to be paid back through future revenues from the state's tobacco settlement.

The tax bill lowered the statutory appropriation for Local Government Aid from \$527 to \$425million, a 19% cut. In 2011 and 2012, cities will receive the lower of the LGA payment that they received in 2010 or their certified 2011 amount. In 2013, the program will return back to the formula with a total appropriation of \$426 million. In 2011, cities will receive the same amount of Market Value Credit reimbursement as they did in 2010. In 2012, the MVC will be converted from a credit, or direct reduction of a homeowner's total tax owed, to a reduction in a homeowner's property value. This change creates a shift in tax burdens but also eliminates the need for the state to reimburse local governments for the credit. Due to the timing of the special session, LGA payments will be delayed. Instead of being sent out July 20th, they will be sent out July 27th. The bill did not contain any levy limit provisions.

CGMC President Nancy Carroll authored a letter that was delivered to legislators and the Governor before the final bill was passed. The letter expressed our disappointment with a budget deal that relies so heavily on borrowing and with the disproportionate cuts to LGA.

At the conference, CGMC lobbyists will provide more in-depth analysis of the overall budget deal and the tax bill. Join us to learn more about the winners and losers under the deal reached between the Governor and the Legislature.

CGMC Environmental Priorities Remain in Final Bills

Two environmental priorities that CGMC worked on this session were included in the final budget resolution. The environmental bill kept the language addressing the looming conflict between Wisconsin and Minnesota's phosphorus standards. The Minnesota Pollution Control Agency is directed to work with Wisconsin's Department of Natural Resources and to advocate for a standard that applies seasonally and considers the actual impact on water quality. The health and human service bill retained the language providing municipal laboratories some relief from the onerous NELAP accreditation standards. We will cover these issues in more detail in next week's CGMC in Brief. If you have questions, please contact Elizabeth Wefel at Flaherty & Hood.



Conference Registration Deadline Approaching!

Learn more about the final budget deal: who won, who lost, and what happens next. Sign up for the 2011 Summer CGMC Conference. With a focus on economic development and speakers like Kathy Tunheim, Senior Advisor to the Governor on Jobs, and IRRB Chair Tony Sertich, it promises to be a great event. The agenda and registration materials are attached. The registration deadline is July 22.

Special Session Bonding Bill Funds CGMC Priorities

A capital investment bonding bill was passed by the Legislature in the special session and signed into law by the Governor on Wednesday. Included in the bill (H.F. 23, Ch. 12) were several provisions supported by the CGMC:

- **\$4 million for the Greater Minnesota Business Development Public Infrastructure grant.** This grant provides up to 50% of capital costs to greater Minnesota cities and counties to pay for infrastructure associated with the development of industrial parks.
- **\$10 million for the Local Road Improvement Program.** This program provides funding for, among other things, construction and reconstruction of local roads with statewide or regional significance.
- **\$33 million for the Local Bridge Program.** This program provides funding for the construction or reconstruction of deficient bridges, including the costs associated with environmental studies and engineering. No specific bridge projects were specifically designated.
- **\$2.5 million for Greater Minnesota transit capital facilities.** Money from this appropriation may be used to pay up to 80 percent of the nonfederal share of these facilities. No facilities were specifically designated.

Please contact J.D. Burton with Flaherty & Hood, P.A. if you have any questions or would like additional information.

Legacy Bill Dedicates Parks & Trails Money to Greater Minnesota

One of the most promising aspects of the budget deal for greater Minnesota is that it dedicated money to parks and trails outside the metropolitan area. The Legacy bill apportions the money received through the 1/2 cent sales tax, a portion of which is dedicated to parks and trails of statewide or regional significance. During the last biennium, the parks and trails money had been divided between dedicated shares for DNR state parks and metropolitan parks and a competitive grant program for the entire state. During the 2011 regular legislative session, the conference committee report provided that greater Minnesota would receive a dedicated share of the parks and trails portion of this money. The bill did not pass off the House floor before session adjourned, largely due to a controversial provision relating to the open meeting law. Suburban and metropolitan legislators also objected to the dedication of funds to greater Minnesota.

In the Legacy bill that was passed and signed, the dedicated share of funds for greater Minnesota (approximately 19% the first year and 20% of the funds the second year) has been preserved. The controversial open meeting provisions were removed.



Transit Cuts Smaller in Final Transportation Bill

Cuts to greater Minnesota transit were reduced as part of the final transportation finance bill passed during the special session and signed into law by Governor Dayton (H.F. 2, Ch. 3). The legislature's transportation bill passed last May cut greater Minnesota transit by \$7.62 million from the base of \$34,296 for FY 2012-2013. MnDOT suggested this cut would result in a reduction of 101,000 service hours in greater Minnesota. The final transportation bill passed during the special session cuts greater Minnesota transit by \$2.7 million, with the cuts restored in the out year biennium (2014-2015).

The final bill also reduces the transit cut for the Metro Area from \$109.2 million to \$51.7 million, with the cuts also restored in the out years.

Other provisions of interest to CGMC members in the transportation finance bill include:

- \$127 million in additional state road construction funding (beyond the amount appropriated annually) for the *Better Roads for a Better Minnesota* program, which seeks to improve highway pavement conditions across Minnesota. Funding comes from existing resources within MnDOT.
- Authorizes \$20 million in FY12 for a transportation economic development program newly created in the bill.

For more information, please contact J.D. Burton with Flaherty & Hood, P.A.

CGMC, League and Counties Join Constitutional Suit

On Monday, the CGMC joined the League of Minnesota Cities and Association of Minnesota Counties in legal action asking the Minnesota Supreme Court to protect the payment of Local Government Aid during a government shutdown.

The city/county action is in response to a suit initiated by 6 legislators earlier this month challenging the constitutionality of the Special Master process to fund core and critical functions in the event of a state government shutdown. The legislators' argued that, among other things, the District Court lacks the authority to compel an LGA payment during a government shutdown because Minnesota statute already requires the Commissioner to make that payment. There was a concern amongst city and county organizations that the Supreme Court may accept the legislators' argument and thereby void the court order mandating payment on July 20.

The immediacy of this issue is now moot because the finance and tax bills were signed into law on July 20. The first ½ of LGA payments will be made on July 27 regardless of the outcome of this lawsuit. However, the city/county legal action will continue in order to protect cities and counties in the future should a similar situation arise in the next biennium or future biennia. The Minnesota Supreme Court has scheduled oral arguments for July 27.

For more information, please contact J.D. Burton with Flaherty & Hood, P.A.



Redistricting Panel Announces Schedule

As the Governor and Legislators furiously worked to end the shutdown, the Special Redistricting Panel issued its first scheduling order providing some detail regarding how it plans to handle matters associated with the redistricting lawsuit. Probably the most important item for cities is the scheduling of public hearings. As previous panels have done, this panel will hold a series of public hearings around the state between October 6 and October 14. The locations and schedule will be announced at a later date.

The scheduling order also recognized that the public has a strong interest in the case. Therefore, it will make the parties submissions (which would include proposed maps) available to the public via the internet.

Finally, with respect to the legal issues in the case, the Panel set forth deadlines for parties interested in intervening requested that the parties make stipulations on certain relevant issues and submit their own proposed redistricting criteria. An individual city or group of cities could petition to intervene in the lawsuit as a party. An intervener participates in the lawsuit as a party and would make submissions to the court regarding criteria for redistricting and the plan throughout the state.

We will continue to update CGMC members regarding the redistricting process. If you have any questions regarding redistricting or would like advice on intervening or appearing before the panel, please contact Elizabeth Wefel at Flaherty & Hood, P.A.

Stay Up To Date On The Web

For updates between issues of the CGMC in Brief, we encourage you to visit our website at www.greatermncities.org or follow us on Twitter. We are trying to keep those resources updated with the most recent information available. Follow us at @GreaterMNCities, @St_Paul_Girl, @BMPeterson @burtonjd



2011 First Special Session Chapter 7

CITY NAME	LGA Pay 2011 Certified	Est. MVC Pay 2011 Certified	LGA & Est. MVC Pay 2011 Certified
TOTALS	527,100,646	60,246,987	587,347,633
WELCOME	237,131	40,716	277,847
WELLS	1,077,347	110,303	1,187,650
WENDELL	34,022	7,898	41,920
WEST CONCORD	261,011	49,844	310,855
WEST ST PAUL	1,496,674	540,381	2,037,055
WEST UNION	6,048	1,632	7,680
WESTBROOK	230,048	37,890	267,938
WESTPORT	6,371	890	7,261
WHALAN	8,001	3,270	11,271
WHEATON	630,509	63,271	693,780
WHITE BEAR LAKE	2,311,521	249,777	2,561,298
WILDER	16,106	2,487	18,593
WILLERNIE	75,922	14,171	90,093
WILLIAMS	42,229	5,442	47,671
WILLMAR	4,482,275	313,931	4,796,206
WILLOW RIVER	45,572	10,025	55,597
WILMONT	86,327	12,890	99,217
WILTON	8,560	1,447	10,007
WINDOM	1,478,031	198,638	1,676,669
WINGER	33,075	4,810	37,885
WINNEBAGO	564,536	64,224	628,760
WINONA	10,187,418	547,635	10,735,053
WINSTED	666,947	78,836	745,783
WINTHROP	453,587	58,428	512,015
WINTON	23,847	5,891	29,738
WOLF LAKE	8,042	1,745	9,787
WOLVERTON	24,318	5,394	29,712
WOOD LAKE	108,208	15,959	124,167
WOODBURY	0	157,068	157,068
WOODLAND	3,168	0	3,168
WOODSTOCK	32,442	4,125	36,567
WORTHINGTON	3,030,078	274,396	3,304,474
WRENSHALL	42,399	8,535	50,934
WRIGHT	7,938	2,620	10,558
WYKOFF	118,215	22,809	141,024
WYOMING	0	19,706	19,706
ZEMPLE	742	1,318	2,060

LGA Pay 2011 Reduction	Est. MVC Pay 2011 Reduction	LGA & Est. MVC Pay 2011 Reduction
(101,755,298)	(48,098,479)	(149,853,777)
(20,197)	(20,875)	(41,072)
(183,464)	(60,765)	(244,229)
0	(2,783)	(2,783)
0	(20,172)	(20,172)
(722,911)	(413,597)	(1,136,508)
(335)	(812)	(1,147)
0	(15,575)	(15,575)
(473)	(323)	(796)
0	(1,154)	(1,154)
(67,600)	(40,728)	(108,328)
(779,073)	(249,777)	(1,028,850)
0	(1,461)	(1,461)
0	(9,308)	(9,308)
(557)	(3,432)	(3,989)
(429,485)	(286,624)	(716,109)
0	(5,475)	(5,475)
0	(6,489)	(6,489)
(890)	(504)	(1,394)
(275,114)	(104,511)	(379,625)
0	(3,149)	(3,149)
(61,226)	(35,682)	(96,908)
(1,025,415)	(547,635)	(1,573,050)
(119,099)	(64,937)	(184,036)
(60,000)	(33,758)	(93,758)
0	(1,847)	(1,847)
0	(497)	(497)
0	(2,565)	(2,565)
0	(8,430)	(8,430)
0	(157,068)	(157,068)
(3,168)	0	(3,168)
0	(1,900)	(1,900)
(324,971)	(204,519)	(529,490)
0	(4,524)	(4,524)
0	(1,092)	(1,092)
0	(9,985)	(9,985)
0	(19,706)	(19,706)
0	(435)	(435)

LGA Pay 2011 Proposed	Est. MVC Pay 2011 Proposed	LGA & Est. MVC Pay 2011 Proposed
425,345,348	12,148,508	437,493,856
216,934	19,841	236,775
893,883	49,538	943,421
34,022	5,115	39,137
261,011	29,672	290,683
773,763	126,784	900,547
5,713	820	6,533
230,048	22,315	252,363
5,898	567	6,465
8,001	2,116	10,117
562,909	22,543	585,452
1,532,448	0	1,532,448
16,106	1,026	17,132
75,922	4,863	80,785
41,672	2,010	43,682
4,052,790	27,307	4,080,097
45,572	4,550	50,122
86,327	6,401	92,728
7,670	943	8,613
1,202,917	94,127	1,297,044
33,075	1,661	34,736
503,310	28,542	531,852
9,162,003	0	9,162,003
547,848	13,899	561,747
393,587	24,670	418,257
23,847	4,044	27,891
8,042	1,248	9,290
24,318	2,829	27,147
108,208	7,529	115,737
0	0	0
0	0	0
32,442	2,225	34,667
2,705,107	69,877	2,774,984
42,399	4,011	46,410
7,938	1,528	9,466
118,215	12,824	131,039
0	0	0
742	883	1,625

Main Identity

From: "Timothy Flaherty" <tpflaherty@flaherty-hood.com>
Sent: Wednesday, July 20, 2011 3:58 PM
Attach: letter to legislators re budget deal.docx; COALITION OF GREATER MN CITIES PRESS RELEASE.doc; Suggested Talking Points for CGMC Cities 072011.docx
Subject: CGMC Perspective on Budget Deal
Dear CGMC Members,

I have attached:

1. A letter that the CGMC President, Mayor Nancy Carroll, sent to all legislators and the governor regarding the budget deal and LGA funding.
2. A press statement from Mayor Alan Oberloh, CGMC Vice President, that was sent to media throughout the state.
3. Suggested talking points as a guideline for you to use with your media.

Of course, you should express your own views of the budget deal and LGA cuts if they are different than our suggested talking points. We will have a more complete analysis of the state budget at our summer conference, August 3-5 in Grand Rapids. The conference will be an opportunity to evaluate our strategy going forward, and hopefully at least one person from each city will be able to attend.

Please call me if you have any questions or suggestions for responding to the budget deal. Also, please share this information with your city councils.

Tim



Dedicated to a Strong Greater Minnesota

July 19, 2011

Dear Representative,

I am writing on behalf of the 75 members of the Coalition of Greater Minnesota Cities to express our extreme disappointment at the budget deal being voted on this week in the special session of the Minnesota Legislature. This deal which the governor and legislative leaders negotiated behind locked capitol doors does nothing to position our state for future prosperity and undercuts communities across the state in a way that only exacerbates inequality.

Borrowing to pay for our obligations is not responsible budgeting. The \$1.4 billion that the state will borrow to close this deal is one-time money. We are essentially guaranteed that the state will be in the same situation in two years and all the parties will have to engage in the same arguments, with likely some variation on the same irresponsible outcome.

During the regular session many legislators were critical of local government spending decisions. After this special session is over, no policy maker who votes for this will have any credibility to criticize local government spending again.

The lack of vision contained in this deal is especially evident when it comes to property taxes. While state spending from the forecasted budget is cut by only approximately 6% - assuming pay-back for the school shifts - Local Government Aid is taking an almost 19% permanent cut.

When our greater Minnesota communities said that cuts to LGA would raise property taxes and reduce services they meant it. When our local chambers of commerce said that reductions in LGA would make greater Minnesota a less competitive place to do business they meant it. When media across the state editorialized in favor of a strong LGA program for the whole state they were right. When our greater Minnesota legislators fought for LGA they were responding to the reality that LGA cuts would hamper our economic recovery and long term prosperity. Sadly, neither the legislative leadership, nor the governor heeded these lessons and instead are opting to pass a plan that hampers our long-term recovery prospects and increase inequity between the haves and have nots.

July 19, 2011

Page Two

It is clear that if not for the aggressive efforts of greater Minnesota cities and their rural chambers of commerce, supportive rural legislators, and brave editorial boards the entire program would likely have been drastically reduced as many suburban legislators and the Minnesota Chamber of Commerce had hoped. The fact that the program continues at the level that it does, is an affirmation by the legislature that LGA is a valid program with worthwhile aims. We will continue to fight for a state property tax system which is fair, and promotes the vitality of communities from International Falls to Luverne and every place in between.

Sincerely,

A handwritten signature in black ink that reads "Nancy Carroll". The signature is written in a cursive style with a large, prominent initial "N".

Mayor Nancy Carroll, City of Park Rapids
President, Coalition of Greater Minnesota Cities

COALITION OF GREATER MN CITIES

FOR IMMEDIATE RELEASE: JULY 20, 2011

**CONTACT: GLEN FLADEBOE
651-208-3262**

**STATEMENT FROM COALITION OF GREATER MN CITIES
VICE PRESIDENT ALAN OBERLOH, MAYOR OF
WORTHINGTON, REGARDING STATE BUDGET THAT
MAKES DEEP CUTS TO LOCAL GOVERNMENT AID (LGA)**

“This is a bad budget deal for greater Minnesota.

“Any high school class from Worthington, Willmar or Wadena would have produced a far better budget for Minnesota property taxpayers and their communities.

“The Governor and Legislature took a bad state budget situation and made it worse. Their decisions not only prolong the state budget challenges because of their borrowing, they also once again ‘passed the buck’ down to local officials to make the hard decisions on spending cuts and tax increases.

“This budget will result in greater Minnesota families and businesses once again being hit with property tax increases and significant cuts to critical community services like police, fire, snowplowing and economic development.

“Now more than ever, it is critical for state and local leaders to roll up their sleeves and start bringing thoughtfulness, common-sense and a long-term vision back to the State of Minnesota – our communities are depending on it.”

###

Suggested Talking Points for CGMC Cities

- The state budget deal is a terrible bargain for Minnesotans. It borrows \$1.4 billion of one-time money to fund ongoing state services – an approach which guarantees that the state will continue to have deficits into the future and that we will be fighting the same battles in two and four years, if not sooner.
- The 19% permanent cut to local government aid is disproportionate to the cuts in other program areas. It continues the trend of higher property taxes and lower services, making it even more difficult to be a resident or business owner in a lower wealth community.
- It is clear that there are forces in St. Paul, such as many suburban legislators and the Minnesota Chamber of Commerce, who would have liked to have seen even more drastic cuts to LGA. If not for the work of greater Minnesota city officials, supportive rural legislators, and independent-minded local chambers of commerce the results would have been even worse.
- We will continue to insist on a strong LGA program that meets the needs of our communities, keeps property taxes low, and ensures the vitality of communities from International Falls to Luverne and every place in between.