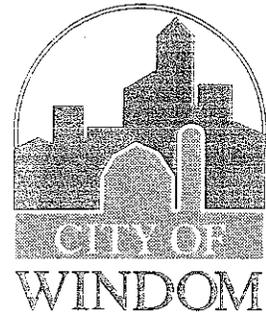


City Council Meeting
Tuesday, August 21, 2007
Windom City Council Chambers
7:30 p.m.
AGENDA



Call to Order
Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes – July 31, 2007
2. Consent Agenda
 - Receipt of Board & Commission Minutes
 - Economic Development Authority – August 13, 2007
 - Library Board – August 14, 2007
 - Correspondence
 - Lutheran Social Service – Community Luncheon with Congressman Tim Walz and Windom Senior Dining
3. Department Heads
4. 2007 Windom Area Hospital Audit
 - Presentation – Gerri Burmeister, Kim Armstrong & Mary Klosterbuer
5. Annual Firefighters Relief Association Report
 - Presentation – Nestor Palm
 - Resolution Approving Increase In Annual Pension Amount
 - Acceptance of Report
6. River Bend Access Easement
7. Midwest Data – Billing Software Agreement
8. Regular Bills
9. Contractor Payment – 2007 Seal Coating Project – Morris Sealcoat & Trucking Inc.-\$37,947.48
10. Unfinished Business
11. New Business
12. Council Concerns
13. Closed Session – Set Liquor Violation Hearing Dates
14. Adjourn



Preliminary

**City Council Meeting
Windom City Hall, Council Chambers
July 31, 2007**

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

2. Roll Call: Mayor: Tom Riordan

Council Members: Kirby Kruse, Bob Messer, Bradley Powers
JoAnn Ray and Jean Fast

Council Members Absent: None

City Staff Present: Brigitte Olson, Assistant City Administrator;
and Terry Glidden, Telecom

Public: Craig Mueller, Wenck Associates; and Dirk
Abraham

3. Pledge of Allegiance

4. Approval of Minutes:

**Motion by Fast, seconded by Ray, to approve the Council minutes from the
July 17, 2007 City Council meeting. Motion carried 5-0.**

5. Consent Agenda:

- Receipt of Board & Commission Minutes
 - a. Community Center Committee – July 23, 2007
 - b. Utility Commission – July 25, 2007

- Correspondence
 - a. Wenck Associates, Inc. – Opening 4th Avenue to Traffic

**Motion by Powers, seconded by Fast, to approve the Consent Agenda.
Motion carried 5-0.**

6. Department Heads:

None

7. 2006 Telecommunications Audit – Olsen Thielen & Co. – Pat Powers
(Conference Call):

Preliminary

Riordan informed the viewers that we would be holding a conference call with Pat Powers, Olsen Thielen & Co. Powers reviewed the financial statement with the City Council. He indicated that there would be 17 journal entries. He also said that the City of Windom Telecommunications is being reported properly according to the Financial Analysis. He said that Telecommunications has a net asset of \$9,146,000, with the total assets less total liabilities of -\$2,825,855. The change in net assets for 2006 was -\$1,151,743.00. Powers reviewed the outstanding line of credit in the amount of \$1 Million, and the outstanding long term debt in the amount of \$9,470,000, also indicating that the line of credit has been taken care with an equipment bond. Powers also reviewed the income statement indicating that revenues showed \$745,302 in 2005 and in 2006 the revenues were \$1,269,540, Powers said that 2005 was not a complete year of revenue. Upon reviewing the cash flows Powers said that in 2005 the Telecommunications Fund had a negative cash balance of -\$538,599, and in 2006 the cash provided by operating activities was \$203,691. Powers said that this is a very positive thing for the City. Powers did say that depreciation is not a cash item, however is a plus for cash flow.

Powers said that interest is no longer capitalized since the completion of the plant. Powers also reviewed the Summary of Accounting Policies, and the Summary of Property and Equipment, indicating a value of \$9,550,333.

Powers reviewed the line of credit, indicating that the 1 million dollar line of credit goes from August 2005 to August 2006. He also reviewed the Long Term Debt, reviewing with the City Council the terms of that bond and that the principal payments begin in 2009.

Below are letters that were reviewed by Pat Powers:

- Independent Auditors Report on Legal Compliance
- Audit letter to the City Council
- Independent Auditors Report to the City Council
- Management Letter – Outlining points of improvement
 - *Continuing Property Records* – set up continuing property records for future plant retirements
 - *Revenues* – setting up more accounts to provide additional detail for ease of regulatory purpose and management analysis
 - *Wireless revenues* – check periodically the amount of wireless terminating minutes of use to determine if it would be feasible to sign contracts with wireless carriers
 - *Trial Balances* – In 2007 Olsen Thielen & Co. suggest the UHF, and Cable TV Funds be combined with Telecommunication Fund
 - *Plant Additions and Expenses* – Recommend that plant expenditures be capitalized

Preliminary

- *Inventory* – System needs to be developed to get inventory usage recorded on the funds general ledger. Stressed to make sure that inventory is put into place.
- *Write-offs* – Recommend that write offs be completed in the year that they are occurred.

Powers thanked the City of Windom and its administration for working well with their firm

8. License Applications:

Motion by Kruse, seconded by Fast, to approve the license for the use of Amplification Equipment in Public at Phat Pheasant. Motion carried 5-0.

Motion by Kruse, seconded by Messer to approve Dispensing of Intoxicating Liquor by Laker Grill. Motion carried 5-0.

9. Acceptance of 2006 Telecommunication Audit:

Motion by Kruse, seconded by Messer to accept the 2006 Telecommunication Audit as presented by Pat Powers, Olsen Thielen & Co. Motion carried 5-0.

10. Resolution Accepting Donation – Windom Lions Club:

Riordan informed that City Council that the Windom Lions Club had previously pledged \$5,000 for Tegels Park playground equipment. This check has been given to the City for use in that park, and a Resolution accepting the money needs to be in place.

Council member Messer introduced the Resolution No. 2007-29, entitled “AUTHORIZATION TO ACCEPT A DONATION FROM THE WINDOM LIONS CLUB FOR PLAYGROUND EQUIPMENT” and moved its adoption. The resolution was seconded by Powers and on roll call vote: Aye: Ray, Kruse, Powers, Fast and Messer. Nay: None. Absent: None. Resolution passed 5-0.

11. 2nd Reading of Ordinance #129 2nd Series to Adopt New State Building Code:

Council member Messer introduced Ordinance #12, 2nd Series, entitled “ AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA, AMENDING CITY CODE CHAPTER 4 “CONSTRUCTION LICENSING, PERMITS AND REGULATION”, SECTION 4.01, ENTITLED “ADOPTION OF CODE”” and moved its adoption. The ordinance was seconded by Powers; Ordinance passed 5-0.

Preliminary

12. ACCEPTANCE OF 2006 CITY AUDIT:

Motion by Fast, seconded by Kruse to accept the 2006 City of Windom Audit as presented by Dennis L. Rick LTD. Motion carried 5-0.

13. REGULAR BILLS:

Motion by Messer, seconded by Powers, to approve the regular bills. Motion carried 5-0.

14. CONTRACTOR BILLS:

Motion by Fast, seconded by Ray, to approve payment of the Hjerpe Construction bill in the amount of \$401,206.28. Motion carried 5-0.

15. UNFINISHED BUSINESS:

None

16. NEW BUSINESS:

None

17. COUNCIL CONCERNS:

Council member Fast asked to have an update on the portion of 4th Avenue from 6th Street to 8th Street that has not been completed. Craig Mueller, City Engineer said that the rock crushers would be completed this week, and next week they would begin to excavate the 3 feet of wet sandy silt, and replace that with crushed rock. Messer asked if the storm sewer had been installed at this time. Mueller indicated that the storm sewers would not be done until project is started in that area. Mueller also said that paving on 13th and 16th Street is complete, and once the pavement passes the testing procedure the streets will be open for travel.

On motion meeting was adjourned at 8:15 p.m.

Tom Riordan, Mayor

Attest:

Brigitte Olson, Assistant City Administrator

**ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
AUGUST 13, 2007**

1. Call to Order: The meeting was called to order by President Erickson at 12:05 p.m.

2. Roll Call & Guest Introductions:

EDAWN Commissioners: Juhl Erickson, Nestor Palm, Trevor Slette, Kirby Kruse, and Bob Messer.

Also Present: EDA Staff – Aaron Backman, Executive Director, and Mary Hensen, Adm. Asst.; Steve Nasby, City Administrator; Jim Kartes, Windom Building & Zoning Official; Pat Halbe; and Jean Fast, Bob Lindaman and Jack Kelly (Rep. for CVB and BARC).

3. Approval of Minutes:

Motion by Commissioner Kruse, seconded by Commissioner Slette, to approve the Minutes of the EDA Meeting held on July 9, 2007. Motion carried 5-0.

4. Additions to Agenda – No. 10 – New Business: TIF Reports, Preliminary 2008 Budget, and School Referendum.

5. River Bend Development

A. CVB Representative – Sign Discussion: Director Backman noted that Jean Fast, a Windom CVB representative, had contacted him concerning the possibility of putting an electronic sign on the same pole used for the liquor store sign. This would be a rolling sign promoting various off-premise community events. The title opinion on the EDA property indicates that a highway easement was recorded in 1948 and contained a restriction concerning the placement of “any sign or billboard or any other advertising device upon the lands adjoining the highway easement closer than 100 feet from said premises unless a permit thereof, in writing, shall have first been obtained from the commissioner of highways”. A quit claim deed from the State of Minnesota to the City of Windom, recorded in 1973, included a restriction that “no advertising devices in any form or size” could be placed upon the lands, except to advertise the sale or lease of the property or to advertise activities conducted on the property. Jean Fast provided background of the sign discussion. She further advised that she had contacted MN DOT representatives, Jim Fox and Brad Bruegger (Mankato office). Mr. Bruegger indicated to her that they do not follow the 1948 covenants because those were established when there was a MN DOT building on the property. MN DOT has a provision that no sign can overhang a right-of-way, a sign must be at least one foot from the property line, and there cannot be more than 2 signs within 100 feet of each other. He further indicated that the CVB cannot have a sponsorship sign, but only a community events sign. Jean Fast indicated that the proposed sign would be similar to the sign in Jackson and would be 12’ to 14’ off the ground, with 3 rows of lettering, with a connection to the Chamber’s phone line (for updating purposes). Bob Lindaman urged support for such a sign. There was some discussion as to who would cover sign costs, set-up and electricity for the sign and also safety concerns regarding the sign’s placement. The liquor store property is owned by the City. Jim Kartes, Windom Building & Zoning Official, advised as to the City Code’s definition of “advertising sign” and the fact that such a sign would require a conditional use permit. Jean Fast advised that this matter will be brought before the CVB for their input and they will continue to do research on the project.

B. Project Update: Director Backman advised (1) that the EDA had received a copy of the title opinion prepared for the buyer and it reflects clean title to the property; (2) that a contact list had been prepared and supplied to local contractors to encourage them to bid on the various aspects of the project; and (3) preliminary plans for the building were received in the Building & Zoning Office on August 6, 2007. The Board received a brief summary of the plans. Director Backman indicated that in response to inquiries, he had contacted the developer concerning the possibility of saving at least two of the evergreens on the property. It is anticipated that the developer and general contractor will be receiving information from subcontractors at the end of this week. They are estimating that construction will begin in mid-September. The South Dakota developer had requested a three-week extension of the closing date because the appraisal was taking additional time and because the developer wished to review the financing proposals submitted by local banks. (The project financing has already been approved by a Sioux Falls bank. However, the developer also wishes to consider the other proposals that have been submitted.)

**Motion by Commissioner Palm, seconded by Commissioner Slette, to approve the proposed Contract Supplement/Addendum extending the closing date to on or before September 10, 2007, and authorizing the EDA President to execute the addendum.
Motion carried 5-0.**

6. River Bluff Estates – Update: Director Backman advised that all homeowners have indicated their willingness to sign the modification of the restrictive covenants. After signatures of all required parties have been obtained (which is expected by the end of the week), the realtors will be advised of the policy change concerning sale of lots.
7. Spec Building – Sign Update: The Board received a picture of the “For Sale or Lease” sign which has been installed at the Spec Building together with a copy of the statement from Snick’s Signs. Additionally, Director Backman advised that address numbers have been added above the entrance door on the building. The EDA is currently using two commercial dehumidifiers and fans to control humidity in the building during the summer months.
8. Billboard – Update: Director Backman advised the Board concerning the execution of a one-year contract with Lamar Companies for rental of a billboard on Highway 60W. The billboard (10’X24’) is in the design process and should be up by mid-September. Director Backman also advised that he has contacted two companies for quotes on a sign for the North Windom Industrial Park.
9. Unfinished Business:
 - A. Prospect Update: Director Backman briefed the Board on developments concerning preliminary contacts with a Twin Cities’ company and another Midwest company.
10. New Business:
 - A. Business Visits Report: Director Backman updated the Board concerning business visits and other meetings since the July 9th report.
 - B. TIF Reports: Director Backman advised that the TIF reports covering the year ending December 31, 2006, had been filed with the Office of State Auditor by the August 1st deadline. Ehlers, Inc. works with the EDA on this matter. They have indicated that a reconciliation should be made between the TIF districts and the city auditor’s financial statements beginning with 2001. After further discussion, the following action was taken.

Motion by Commissioner Kruse, seconded by Commissioner Slette, authorizing the EDA to work with Ehlers Inc. on a reconstruction of the TIF District records and reconciliation to financial statements, for the period beginning with 2001, at an estimated cost of \$6,480. Motion carried 4-0. (No vote either way was made by Commissioner Messer.)

C. Preliminary 2008 Budget: Director Backman advised that the EDA's preliminary 2008 budget was submitted to the Assistant City Administrator on August 1st. The budget will now proceed to a budget workshop with the City Council.

D. School Referendum: Director Backman distributed copies of an e-mail from Howard Davis which provides information concerning the steering committee ("Our Schools-Our Community-Our Future") that is working on the school referendum project.

11. Miscellaneous Information

A. River Bluff Townhomes – Monthly Financial Report: The Board received a copy of the financial report provided by Van Binsbergen & Associates for the period ending June 30, 2007.

12. Adjourn: On motion, President Erickson adjourned the meeting at 1:02 p.m.

Juhl Erickson, President

Attest: _____

Aaron Backman, Executive Director

Windom Library Board Meeting

Windom Library

August 14, 2007

5:05 p.m.

1. Call to order: The meeting was called to order by Freddie Hoppert at 5:07 p.m..
2. Roll Call:
Members Present: Freddie Hoppert, Kathy Hiley, Charles Reid,
and Anita Winkel.

Members Absent: Jan Johnson, John Duscher and Tina Peiffer

Library Staff Present: Joan Hunter and Dawn Aamot

City Council Member Present: JoAnn Ray

3. Agenda and Minutes:

Motion by Charles Reid, seconded by Anita Winkel to approve the Agenda and Minutes as amended.

4. Financial Report:

Joan informed the board that the financial report included a bill for installing a sump pump to help remove the dampness in the basement.

Motion by Anita Winkel, seconded by Charles Reid to approve the Financial Report.

5. Librarians Report:

Joan reported that despite the installation of a sump pump, a musty odor is spreading throughout the entire library. The insurance company has inspected the problem and the building committee needs to give the OK to begin the book removal and cleaning of the basement. A bid to do this work has been submitted.

Joan is a member of a Plum Creek committee that is working on the best way to install and implement the new library software.

Joan has submitted next years budget proposal to the city.

The annual Book Sale started last week in the children's side of the library. The first hour of the sale, \$200 worth of books were sold. Sales have been steady every day since the start. The Book Sale will continue until the basement cleaning has been completed.

Dawn reported that the last week of July marked the end of the summer reading program. A pool party was held to celebrate the end of the summer reading program. Thirty-two kids plus adults attended. The Friends of the Library gave each kid 50 cents to be spent at the concession stand.

Dawn pronounced that the summer reading program a success with good participation.

Motion by Kathy Hiley and seconded by Freddie Hoppert to approve the librarian's report.

6. Old Business:

None

7. New Business:

Joan informed the board that at a future library board meeting this fall, the board needs to revisit library policies regarding such things as amounts charged on overdue items and the length of time books are checked out. Plum Creek librarians would like to standardize these policies throughout the system.

8. New Book Suggestions

Anita suggested that we have the books written by local author Michelle Larsen in our library. Joan and Dawn said we had one written by her and would find out if there were any more.

9. Adjourn:

Motion by Charles Reid, seconded by Kathy Hiley to adjourn.

Meeting adjourned at 5:25 p.m..

You are cordially invited to attend a

*Community Luncheon
with Congressman Tim Walz
and Windom Senior Dining*

Wednesday, August 29, 2007



Lutheran Social Service
for changing lives

Wednesday, August 29, 2007

*Share a meal with the community at
Windom Senior Dining
Windom Community Center
1750 Cottonwood Lake Dr.*

*Enjoy fellowship with Congressman Walz
and Windom Senior Dining!*

*Arrival and Introductions.....11:15am
Share a meal with Windom Senior Dining.....11:30pm
Program.....12:00pm*

*Please RSVP by Monday, August 20 to:
Sarah Henfling Anderson by calling 507-822-1499
or emailing sarah.anderson@lssmn.org.*

Calculation of Normal Cost

Total Active Member Liabilities
 Total Deferred Member Liabilities
 Total Unpaid Installments
 Grand Total Special Fund Liability
 Normal Cost (Cell B minus Cell A)

	2007	2008
	821,900	899,650
	0	0
	0	0
A.	821,900	B. 899,650
		C. 77,750

Projection of Net Assets for Year Ending December 31, 2007

Special Fund Assets at December 31, 2006 (RF-06 ending assets)

1 870,044

Projected Income for 2007

State Fire Aid (2006 aid may be increased by up to 3.5%)
 Municipal / Independent Fire Dept. Contributions
 Interest / Dividends
 Appreciation / (Depreciation)
 Member Dues
 Other Revenues

D.	38,384
E.	5,000
F.	39,000
G.	50,000
H.	
I.	

Total Projected Income for 2007 (Add Lines D through I)

2 132,384

Projected Expenses for 2007

Service Pensions
 Other Benefits
 Administrative Expenses

J.	
K.	
L.	1,600

Total Projected Expenses for 2007 (Add Lines J through L)

3 1,600

Projected Net Assets at December 31, 2007 (Add Lines 1 and 2, subtract Line 3)

4 1,000,828

Projection of Surplus or (Deficit) as of December 31, 2007

Projected Assets (Line 4)
 2007 Accrued Liability (Page 3, cell A)
 Surplus or (Deficit) (Line 5 minus Line 6)

5	1,000,828
6	821,900
7	178,928

Calculation of Required Contribution

Year Incurred	Deficit Information - Original		Deficit Information - Adjusted		
	Original Amount	Amount Retired as of 12/31/06	Original Amount	Amount Retired as of 12/31/07	Amount Left to Retire 1/1/08
1998					
1999					
2000					
2001					
2002					
2003					
2004					
2005					
2006					
2007					
Totals	0				

Normal Cost (Page 3, cell C)		8	77,750
Projected Administrative Expense			
Amortization of Deficit (Total of Original Amount column x 0.10)		10	0
10% of Surplus (Line 7 x 0.10)		11	17,893
State Fire Aid		12	38,384
Member Dues		13	0
5% of Projected Assets at December 31, 2007 (Line 4 x 0.05)		14	50,041
Required Contribution (Add Lines 15, 16 and 17, subtract Lines 18, 19 and 20)		15	(26,833)
No required contribution due in 2008.			

Enter 2006 Admin Exp here:

9 1676

This Schedule must be fully completed, certified by the relief association officers, forwarded to the municipal clerk/independent secretary on or before August 1, 2007 and submitted to the Office of the State Auditor to be eligible for state fire aid.

Officer Certification

We, the officers of the Windom Fire Relief Association Fire Relief Association, certify that this Schedule was prepared under Minn. Stat. § 69.772 and that the annual benefit level was established according to the average amount of available financing.

We further certify that based on the financial requirements of the Relief Association's Special Fund for the 2007 calendar year, the required 2008 contribution is \$0. If the bylaws of the Relief Association changed in 2007, we have attached a copy of the amendment or updated bylaws. We have also enclosed a copy of the municipal/board ratification of this amendment if required under Minn. Stat. § 69.772, subd. 6.

Nestor E. Palm
Signature of President

Nestor E. Palm
Print Name

7-31-07
Date

[Signature]
Signature of Secretary

George Manns
Print Name

8-1-07
Date

Mike Haugen
Signature of Treasurer

Mike Haugen
Print Name

8-1-07
Date

Municipal Clerk / Independent Secretary Certification

Asst

I am the municipal clerk of City of Windom / secretary of the Windom Fire Dept independent nonprofit firefighting corporation. I received on 8/3/07, the completed Schedule from the Windom Fire Relief Association Relief Association.

I have reviewed Line 15 of the Schedule. If Line 15 shows a required contribution, I certify that I will advise the governing municipal body or the independent nonprofit firefighting corporation of any required contribution at its next regularly scheduled meeting.

[Signature]
Signature of Municipal Clerk/Secretary of independent nonprofit firefighting corporation

B. G. Olson
Print Name

8/3/07
Date

507-831-6129
Business Telephone



Memo

To: Mayor and City Council Members
From: Steve Nasby
Date: August 16, 2007
Re: Increase in the Windom Fire Department Relief Association Annual Pension

Attached for the Council's review is the Fire Department Relief Association Annual Pension Report. The report will be presented by the Association's Treasurer Nestor Palm.

The Relief Association has approved a change to the annual benefit level for each member from \$2,400 to \$2,500 effective in 2007. Per MN Statute §§69.772 Subd. 6, the adoption of or any amendment to the articles of incorporation or bylaws of a relief association which increases or otherwise affects the retirement benefits payable from the special fund of any relief association shall not be effective until it is ratified by the governing body of the municipality in which the relief association is located.

A formal action by the Council is needed to approve the increase in the Relief Association Annual Pension. Copies of annual report, the applicable state statute, and a resolution for consideration by the Council have been included in the packet.



69.772, Minnesota Statutes 2006

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69.772 RELIEF ASSOCIATIONS PAYING LUMP SUM SERVICE PENSIONS.

Subdivision 1. **Application.** This section shall apply to any firefighters' relief association specified in section [69.771, subdivision 1](#), which pays a lump sum service pension, but which does not pay a monthly service pension, to a retiring firefighter when at least the minimum requirements for entitlement to a service pension specified in section [424A.02](#), or any applicable special legislation and the articles of incorporation or bylaws of the relief association have been met. Each firefighters' relief association to which this section applies shall determine the accrued liability of the special fund of the relief association in accordance with the accrued liability table set forth in subdivision 2 and the financial requirements of the relief association and the minimum obligation of the municipality in accordance with the procedure set forth in subdivision 3.

Subd. 2. **Determination of accrued liability.** Each firefighters' relief association which pays a service pension when a retiring firefighter meets the minimum requirements for entitlement to a service pension specified in section [424A.02](#) and which in its articles of incorporation or bylaws requires service credit for a period of service of at least 20 years of active service for a totally nonforfeitable service pension shall determine the accrued liability of the special fund of the firefighters' relief association relative to each active member of the relief association, calculated individually using the following table:

	Cumulative Year	Accrued Liability
1	\$	60
2		124
3		190
4		260
5		334
6		410
7		492
8		576
9		666
10		760
11		858
12		962
13		1070
14		1184
15		1304
16		1428

17	1560
18	1698
19	1844
20	2000
21 and thereafter	100 additional per year

As set forth in the table the accrued liability for each member of the relief association corresponds to the cumulative years of active service to the credit of the member. The accrued liability of the special fund for each active member is determined by multiplying the accrued liability from the chart by the ratio of the lump sum service pension amount currently provided for in the bylaws of the relief association to a service pension of \$100 per year of service. If a member has fractional service as of December 31, the figure for service credit to be used for the determination of accrued liability pursuant to this section shall be rounded to the nearest full year of service credit. The total accrued liability of the special fund as of December 31 shall be the sum of the accrued liability attributable to each active member of the relief association.

To the extent that the state auditor considers it to be necessary or practical, the state auditor may specify and issue procedures, forms, or mathematical tables for use in performing the calculations of the accrued liability for deferred members pursuant to this subdivision.

Subd. 2a. Determination of accrued liability for recipients of installment payments. Each firefighters' relief association which pays a lump sum service pension in installment payments to a retired firefighter pursuant to section 424A.02, subdivision 8, shall determine the accrued liability of the special fund of the firefighters' relief association relative to each retired member receiving a lump sum service pension in installment payments calculated individually as the sum of each future installment payment discounted at an interest rate of five percent, compounded annually, from the date the installment payment is scheduled to be paid to December 31. If the bylaws of the relief association provide for the payment of interest on unpaid installments, the amount of interest, projected to December 31, shall be added to the accrued liability attributable to each retired member. The sum of the accrued liability attributable to each retired member of the relief association receiving a lump sum service pension in installment payments shall be the total additional accrued liability of the special fund of the relief association as of December 31, and shall be added to the accrued liability of the special fund of the relief association calculated pursuant to subdivision 2 for purposes of calculating the financial requirements of the relief association and the minimum obligation of the municipality pursuant to subdivision 3.

To the extent that the state auditor deems it to be necessary or practical, the state auditor may specify and issue procedures, forms, or mathematical tables for use in performing the calculations required pursuant to this subdivision.

Subd. 3. Financial requirements of relief association; minimum obligation of municipality. (a) During the month of July, the officers of the relief association shall determine the overall funding balance of the special fund for the current calendar year, the financial requirements of the special fund for the following calendar year and the minimum obligation of the municipality with respect to the special fund for the following calendar year in accordance with the requirements of this subdivision.

(b) The overall funding balance of the special fund for the current calendar year must be determined in the following manner:

(1) The total accrued liability of the special fund for all active and deferred members of the relief association as of December 31 of the current year must be calculated under subdivisions 2 and 2a, if applicable.

(2) The total present assets of the special fund projected to December 31 of the current year, including receipts by and disbursements from the special fund anticipated to occur on or before December 31, must be calculated. To the extent possible, for those assets for which a market value is readily ascertainable, the current market value as of the date of the calculation

for those assets must be utilized in making this calculation. For any asset for which no market value is readily ascertainable, the cost value or the book value, whichever is applicable, must be utilized in making this calculation.

(3) The amount of the total present assets of the special fund calculated under clause (2) must be subtracted from the amount of the total accrued liability of the special fund calculated under clause (1). If the amount of total present assets exceeds the amount of the total accrued liability, then the special fund is considered to have a surplus over full funding. If the amount of the total present assets is less than the amount of the total accrued liability, then the special fund is considered to have a deficit from full funding. If the amount of total present assets is equal to the amount of the total accrued liability, then the special fund is considered to be fully funded.

(c) The financial requirements of the special fund for the following calendar year must be determined in the following manner:

(1) The total accrued liability of the special fund for all active and deferred members of the relief association as of December 31 of the calendar year next following the current calendar year must be calculated under subdivisions 2 and 2a, if applicable.

(2) The increase in the total accrued liability of the special fund for the following calendar year over the total accrued liability of the special fund for the current year must be calculated.

(3) The amount of anticipated future administrative expenses of the special fund must be calculated by multiplying the dollar amount of the administrative expenses of the special fund for the most recent prior calendar year by the factor of 1.035.

(4) If the special fund is fully funded, the financial requirements of the special fund for the following calendar year are the total of the amounts calculated under clauses (2) and (3).

(5) If the special fund has a deficit from full funding, the financial requirements of the special fund for the following calendar year are the financial requirements of the special fund calculated as though the special fund were fully funded under clause (4) plus an amount equal to one-tenth of the original amount of the deficit from full funding of the special fund as determined under clause (2) resulting either from an increase in the amount of the service pension occurring in the last ten years or from a net annual investment loss occurring during the last ten years until each increase in the deficit from full funding is fully retired. The annual amortization contribution under this clause may not exceed the amount of the deficit from full funding.

(6) If the special fund has a surplus over full funding, the financial requirements of the special fund for the following calendar year are the financial requirements of the special fund calculated as though the special fund were fully funded under clause (4) reduced by an amount equal to one-tenth of the amount of the surplus over full funding of the special fund.

(d) The minimum obligation of the municipality with respect to the special fund is the financial requirements of the special fund reduced by the amount of any fire state aid payable under sections 69.011 to 69.051 reasonably anticipated to be received by the municipality for transmittal to the special fund during the following calendar year, an amount of interest on the assets of the special fund projected to the beginning of the following calendar year calculated at the rate of five percent per annum, and the amount of any contributions to the special fund required by the relief association bylaws from the active members of the relief association reasonably anticipated to be received during the following calendar year. A reasonable amount of anticipated fire state aid is an amount that does not exceed the fire state aid actually received in the prior year multiplied by the factor 1.035.

Subd. 4. Certification of financial requirements and minimum municipal obligation; levy. (a) The officers of the relief association shall certify the financial requirements of the special fund of the relief association and the minimum obligation of the municipality with respect to the special fund of the relief association as determined under subdivision 3 to the governing body of the municipality on or before August 1 of each year. The financial requirements of the relief association and the minimum municipal obligation must be included in the financial report or financial statement under section 69.051.

(b) The municipality shall provide for at least the minimum obligation of the municipality with respect to the special fund of the relief association by tax levy or from any other source of

public revenue.

(c) The municipality may levy taxes for the payment of the minimum municipal obligation without any limitation as to rate or amount and irrespective of any limitations imposed by other provisions of law upon the rate or amount of taxation until the balance of the special fund or any fund of the relief association has attained a specified level. In addition, any taxes levied under this section must not cause the amount or rate of any other taxes levied in that year or to be levied in a subsequent year by the municipality which are subject to a limitation as to rate or amount to be reduced.

(d) If the municipality does not include the full amount of the minimum municipal obligations in its levy for any year, the officers of the relief association shall certify that amount to the county auditor, who shall spread a levy in the amount of the certified minimum municipal obligation on the taxable property of the municipality.

(e) If the state auditor determines that a municipal contribution actually made in a plan year was insufficient under section 69.771, subdivision 3, paragraph (c), clause (5), the state auditor may request a copy of the certifications under this subdivision from the relief association or from the city. The relief association or the city, whichever applies, must provide the certifications within 14 days of the date of the request from the state auditor.

Subd. 5. Crediting of investment income; effect of excess interest. All investment income earned on the assets of the special fund of the relief association shall be credited to the special fund. Investment income earned or anticipated to be earned in a calendar year in excess of the assumed rate specified in subdivision 3, clause (3) shall not be included in the calculations of the financial requirements of the special fund of the relief association or the minimum obligation of the municipality with respect to the special fund of the relief association for that calendar year.

Subd. 6. Municipal ratification for plan amendments. If the special fund of the relief association does not have a surplus over full funding pursuant to subdivision 3, clause (2), subclause (e), or if the municipality is required to provide financial support to the special fund of the relief association pursuant to this section, the adoption of or any amendment to the articles of incorporation or bylaws of a relief association which increases or otherwise affects the retirement coverage provided by or the service pensions or retirement benefits payable from the special fund of any relief association to which this section applies shall not be effective until it is ratified by the governing body of the municipality in which the relief association is located and the officers of a relief association shall not seek municipal ratification prior to preparing and certifying an estimate of the expected increase in the accrued liability and annual accruing liability of the relief association attributable to the amendment. If the special fund of the relief association has a surplus over full funding pursuant to subdivision 3, clause (2), subclause (e), and if the municipality is not required to provide financial support to the special fund of the relief association pursuant to this section, the relief association may adopt or amend its articles of incorporation or bylaws which increase or otherwise affect the retirement coverage provided by or the service pensions or retirement benefits payable from the special fund of the relief association which shall be effective without municipal ratification so long as this does not cause the amount of the resulting increase in the accrued liability of the special fund of the relief association to exceed 90 percent of the amount of the prior surplus over full funding and this does not result in the financial requirements of the special fund of the relief association exceeding the expected amount of the future fire state aid to be received by the relief association as determined by the board of trustees following the preparation of an estimate of the expected increase in the accrued liability and annual accruing liability of the relief association attributable to the change. If a relief association adopts or amends its articles of incorporation or bylaws without municipal ratification pursuant to this subdivision, and, subsequent to the amendment or adoption, the financial requirements of the special fund of the relief association pursuant to this section are such so as to require financial support from the municipality, the provision which was implemented without municipal ratification shall no longer be effective without municipal ratification and any service pensions or retirement benefits payable after that date shall be paid only in accordance with the articles of incorporation or bylaws as amended or adopted with municipal ratification.

History: 1971 c 261 s 2; 1973 c 772 s 3; 1977 c 171 s 2; 1977 c 429 s 63; 1978 c 562 s 1; 1979 c 201 s 2-8; 1981 c 224 s 27,28; 1982 c 421 s 1; 1982 c 465 s 1; 1983 c 219 s 1-3; 1983 c 289 s 114 subd 1; 1984 c 655 art 1 s 92; 1987 c 259 s 8; 1990 c 480 art 6 s 5; 1Sp2003 c 1 art 2 s 62; 1Sp2005 c 8 art 9 s 4,5

Please direct all comments concerning issues or legislation to your [House Member](#) or [State Senator](#).

For Legislative Staff or for directions to the Capitol, visit the [Contact Us](#) page.

[General questions or comments.](#)

RESOLUTION #2007-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

**A RESOLUTION APPROVING AN INCREASE IN THE
WINDOM FIRE DEPARTMENT RELIEF ASSOCIATION
ANNUAL PENSION TO \$2,500.00 PER YEAR**

WHEREAS, the City Council has been advised by the Treasurer of the Windom Fire Department Relief Association of their intention to increase the annual pension from \$2,400.00 to \$2,500.00; and

WHEREAS, the Relief Association has documented that funds are available for this increase; and

WHEREAS, the City Council deems it in the best interest of the firefighters and the community to this increase in case of catastrophic tragedy to the department, which could bring into question the annual pension amount to be paid.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Windom approve an increase in the annual Windom Fire Department Relief Association pension from \$2,400.00 to \$2,500.00 per member/per year.

Adopted this 21st day of August, 2007.

Tom Riordan, Mayor

Attest: _____
Steve Nasby, City Administrator

INGRESS/EGRESS EASEMENT

RECITALS

1. That the City of Windom, Windom, Minnesota, a municipal corporation under the laws of Minnesota, (hereinafter "City") is the owner of property set forth on Exhibit "A" attached hereto and incorporated by reference.

2. That Economic Development Authority of Windom, Windom, Minnesota, a municipal corporation under the laws of Minnesota, (hereinafter "EDA"), and River Bend Development, L.L.C., a limited liability company under the laws of the State of South Dakota, (hereinafter "River Bend Development") have entered into a purchase agreement for the sale of real property set forth on Exhibit "B" attached hereto and incorporated by reference.

3. That as part of the purchase agreement between the EDA and River Bend Development is a provision that River Bend Development shall be furnished a non-exclusive access easement from Highway 71 to the property being purchased, set forth on Exhibit "B".

4. That in order for River Bend Development to have access to their real estate from Highway 71, and to accommodate the real estate purchase transaction between the EDA and River Bend Development, City is willing to grant River Bend Development an access easement over the most northerly 20 feet of the property set forth on Exhibit "A" under the terms and conditions set forth herein.

EASEMENT

That in consideration of River Bend Development's purchase from EDA of the property set forth on Exhibit "B", City grants to River Bend Development, its successors and/or assigns, a perpetual access easement for ingress and egress from Highway 71 to property set forth on Exhibit "B" being described as the North 20 feet of City's property set forth on Exhibit "A".

It is further understood that said easement granted by City to River Bend Development shall be a non-exclusive easement in that the easement may be used by City,

its employees and invitees. City further reserves the right to utilize the easement as a utility easement, so long as it does not interfere with River Bend Development's use of the easement for access purposes.

As a condition of the grant of this easement by City to River Bend Development, River Bend Development, for itself and its successors in interest, agree to be responsible for 50% of the cost of the improvement, repair and maintenance of the easement.

This easement shall be considered to run with the land and shall be binding upon City and River Bend Development, as well as their successors, heirs, and assigns.

CITY OF WINDOM

RIVER BEND DEVELOPMENT, L.L.C.

Mayor

Its

Attested:

Its

City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF COTTONWOOD)

The foregoing instrument was acknowledged before me on _____, 2007, by Thomas Riordan and Steven Nasby, Mayor and City Administrator of the City of Windom, a municipal corporation under the laws of Minnesota, on behalf of the corporation.

Notary Public

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF MINNEHAHA)

The foregoing instrument was acknowledged before me on _____, 2007, by _____ and _____, the _____ and _____, of River Bend Development, L.L.C., a limited liability company under the laws of the State of South Dakota, on behalf of the limited liability company.

Notary Public

This instrument was drafted by:
Daniel M. McDonald
Atty. Reg. No. 129719
McDonald and Schramel, P.L.L.P.
906 Fourth Avenue - PO Box 505
Windom, MN 56101
P - 507-831-1301
F - 507-831-4200

EXHIBIT "A"

PART OF LOTS 5, 6, AND 13 OF STATE SUBDIVISION IN THE CITY OF WINDOM IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 105 NORTH, RANGE 36 WEST, ACCORDING TO THE PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER IN AND FOR COTTONWOOD COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON MONUMENT AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD AND THE SOUTH RIGHT OF WAY LINE OF SIXTH STREET, SAID MONUMENT BEING 273.06 FEET WEST AND 33.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 00 DEGREES 11 MINUTES 14 SECONDS WEST, BEARING BASED ON COTTONWOOD COUNTY COORDINATE SYSTEM, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAILROAD, A DISTANCE OF 292.68 FEET; THENCE NORTH 83 DEGREES 09 MINUTES 14 SECONDS WEST A DISTANCE OF 154.96 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 06 DEGREES 50 MINUTES 46 SECONDS EAST, PARALLEL WITH THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NUMBER 71 AND STATE HIGHWAY NUMBER 60, A DISTANCE OF 69.00 FEET; THENCE NORTH 83 DEGREES 09 MINUTES 14 SECONDS WEST A DISTANCE OF 128.00 FEET, TO THE EAST RIGHT OF WAY LINE OF SAID HIGHWAYS; THENCE SOUTH 06 DEGREES 50 MINUTES 46 SECONDS WEST, ALONG THE EAST RIGHT OF WAY LINE OF SAID HIGHWAYS, A DISTANCE OF 210.00 FEET; THENCE SOUTH 83 DEGREES 09 MINUTES 14 SECONDS EAST A DISTANCE OF 128.00 FEET; THENCE NORTH 06 DEGREES 50 MINUTES 46 SECONDS EAST, PARALLEL WITH THE EAST RIGHT OF WAY LINE OF SAID HIGHWAYS, A DISTANCE OF 141.00 FEET, TO THE POINT OF BEGINNING.

EXHIBIT "B"

PART OF LOTS 5 AND 6 OF STATE SUBDIVISION IN THE CITY OF WINDOM IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 105 NORTH, RANGE 36 WEST, ACCORDING TO THE PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER IN AND FOR COTTONWOOD COUNTY, MINNESOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON MONUMENT AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD AND THE SOUTH RIGHT OF WAY LINE OF SIXTH STREET, SAID MONUMENT BEING 873.08 FEET WEST AND 33.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 00 DEGREES 11 MINUTES 14 SECONDS WEST, BEARING BASED ON COTTONWOOD COUNTY COORDINATE SYSTEM, ALONG THE WEST RIGHT OF WAY LINE OF SAID RAILROAD, A DISTANCE OF 292.68 FEET; THENCE NORTH 83 DEGREES 09 MINUTES 14 SECONDS WEST A DISTANCE OF 154.96 FEET; THENCE NORTH 08 DEGREES 50 MINUTES 48 SECONDS EAST, PARALLEL WITH THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NUMBER 71 AND STATE HIGHWAY NUMBER 60, A DISTANCE OF 69.00 FEET; THENCE NORTH 83 DEGREES 09 MINUTES 14 SECONDS WEST A DISTANCE OF 128.00 FEET, TO THE EAST RIGHT OF WAY LINE OF SAID HIGHWAYS; THENCE NORTH 08 DEGREES 50 MINUTES 48 SECONDS EAST, ALONG THE EAST RIGHT LINE OF WAY OF SAID HIGHWAYS, A DISTANCE OF 193.00 FEET, TO THE SOUTH RIGHT OF WAY LINE OF SIXTH STREET; THENCE SOUTH 89 DEGREES 43 MINUTES 47 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 250.67 FEET, TO THE POINT OF BEGINNING.

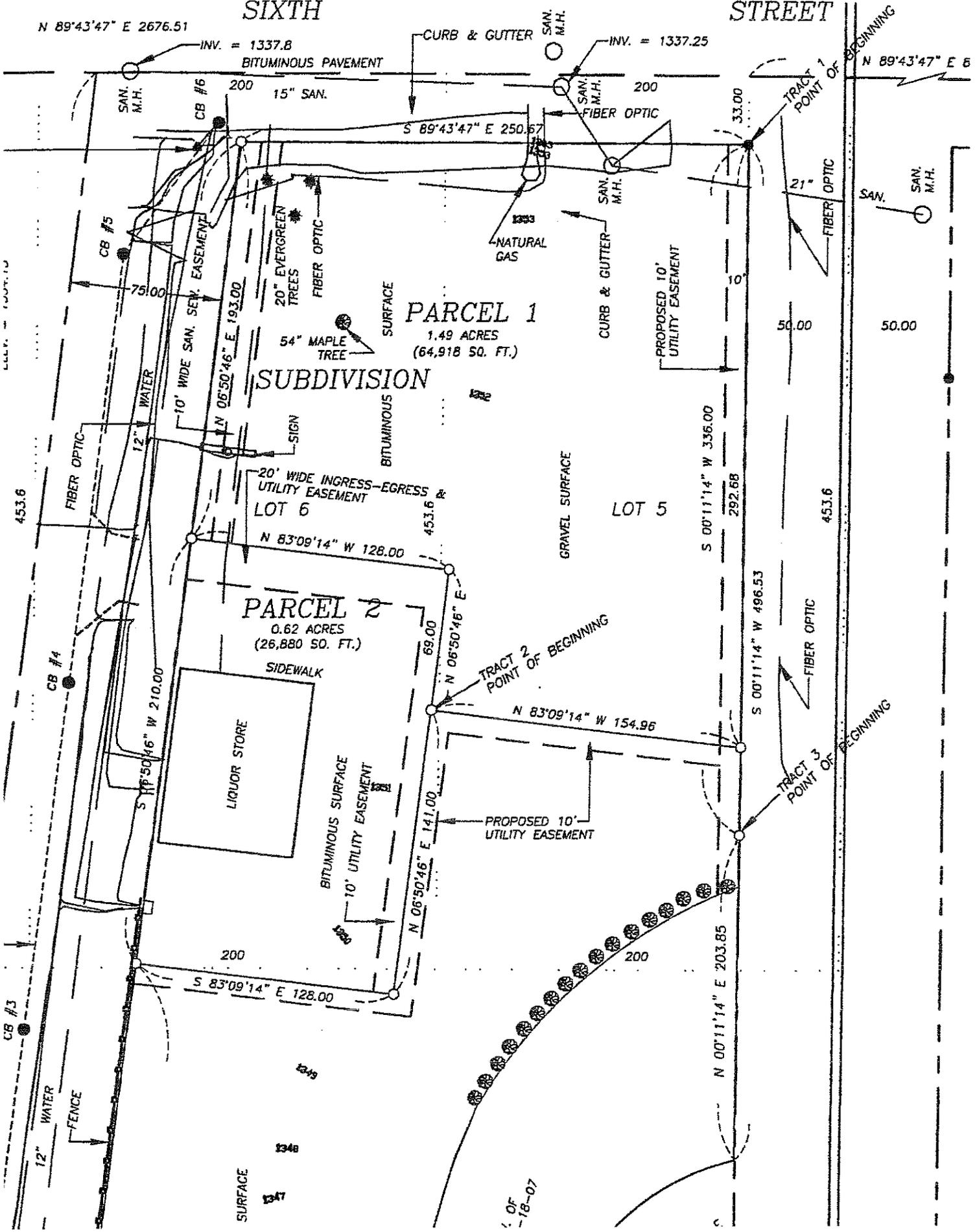
THE TRACT CONTAINS 1.49 ACRES AND IS SUBJECT TO A 10 FOOT WIDE UTILITY EASEMENT ALONG AND ADJACENT TO THE EAST LINE, A 10 FOOT WIDE SANITARY SEWER EASEMENT WITH A CENTERLINE BEING 15 FEET EAST OF THE WEST LINE OF THE ABOVE DESCRIBED TRACT AND SUBJECT TO EXISTING EASEMENTS OF RECORD, IF ANY.

SIXTH

STREET

N 89°43'47" E 2676.51

N 89°43'47" E 6



PARCEL 1
 1.49 ACRES
 (64,918 SQ. FT.)

SUBDIVISION

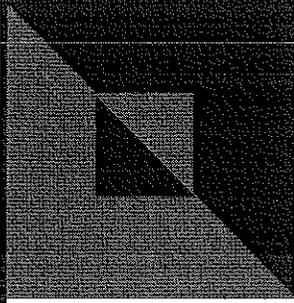
PARCEL 2
 0.62 ACRES
 (26,880 SQ. FT.)

LOT 5

LIQUOR STORE

18-07

DRAFT 8-18-07



Midwest Data, LLC.

Utility MD System

Contract

For

City of Windom Municipal Utilities

July 31, 2007

Your Partner In Billing

1711 18th St NE
PO Box 840
Willmar MN 56201

Phone: 320-235-8880
Fax: 320-235-8889
www.mwd-inc.com



SECTION I. BASIC AGREEMENT

Beginning August 22, 2007, and continuing until terminated pursuant to the terms of this agreement, Midwest Data, LLC. (hereinafter "Midwest Data") agrees to provide to City of Windom Municipal Utilities (hereinafter "Customer") software usage, data processing services and supplies as specified in the Midwest Data price list as set forth in Enclosure A. Customer agrees to pay Midwest Data the amounts set forth in the current price lists for services and supplies.

The parties agree that they are bound by Sections I through VI of this agreement.

Accepted by:

Midwest Data, LLC.

Accepted

By: _____

Glenn Miller, General Manager

City of Windom Municipal Utilities

Accepted

By: _____

Date: _____

Date: _____

SECTION I (A) TERM

This Agreement shall begin on the date hereof and shall remain in effect for a period of three (3) years (the "Term") following the first full calendar month in which any Services commonly known as monthly processing services are provided by Midwest Data to Customer, as evidenced by the billing records of Midwest Data. A proposed Schedule and contract dates are included at the end of this document based on contract execution date. This Agreement shall automatically renew for one additional full year unless written notice of termination or revision is delivered by either party to the other at least ninety (90) days prior to the original expiration date.

SECTION II. CHARGES FOR SERVICES

Charges for services are due and payable within 25 days of statement date.

Non-recurring charges for installation, conversion, training, and the monthly recurring charges for specified services and software are identified in Enclosure A.

SECTION III. CANCELLATION BY MIDWEST DATA

This agreement may be canceled by Midwest Data:

- (A) Without notice, if Customer fails to pay any charges for services within 60 days after they are due.
- (B) By giving 90 days of written notice of cancellation to Customer prior to expiration date of contract.

SECTION IV. CANCELLATION BY CUSTOMER

This agreement may be canceled by Customer:

- (A) By written notice, providing a minimum of 90 days written notice prior to contract end date of cancellation to Midwest Data.
- (B) By 30 day written notice to Midwest Data if Midwest Data fails to provide Customer the services and/or supplies covered in this agreement. Customer agrees to provide Midwest Data written notice of failure of providing services and/or supplies covered in this agreement and a reasonable amount of time (minimum of 30 days) to address these concerns in good faith prior to issuing a contract termination notice to Midwest Data.

SECTION V. PRICE REVIEW

- (A) All pricing (other than contracted per customer rates) for data processing services and supplies for Customer will be reviewed periodically by Midwest Data and be subject to adjustment. Any adjustments will be communicated to Customer with a minimum of 30 days advance notice of the price increase.
- (B) All pricing for new application and/or changes to new or existing applications will be reviewed by Midwest Data six months after implementation. Notification of any change in pricing by Midwest Data from the original agreement due to a change in volume or processing procedures will be communicated to Customer in writing a minimum of 30 days in advance.

Need price protection language

SECTION VI. RESPONSIBILITY

- (A) The sole responsibility of Midwest Data shall be to process data as furnished by customer. Customer shall be responsible for furnishing data in such manner and format as to permit processing under the applicable programs.
- (B) While Midwest Data believes that the processing services performed hereunder will produce accurate and correct results, Midwest Data does not warrant the accuracy or correctness of any processing services, records, or data. There are no warranties, express or implied, including, but not limited to, any warranties or merchantability or fitness for any particular purpose.
- (C) In no event shall Midwest Data be liable to customer for any indirect, special or consequential damages or lost profits arising out of or related to this agreement or the performance or breach thereof, even if Midwest Data has been advised of the possibility thereof. Midwest Data's liability to customer hereunder, if any, shall in no event exceed the total amount paid to Midwest Data hereunder.
- (D) In no event shall Midwest Data be liable to customer for any damages resulting from or related to any failure or delay of Midwest Data in the performance of processing services under this agreement if such failure or delay results from or is caused by (1) customer not furnishing data in a timely fashion, (2) improper or incorrectly furnished data, or (3) fire, damage to equipment, acts of God, strikes, or other causes beyond the control of Midwest Data.

Credit Agreement

WHEREAS, City of Windom Municipal Utilities (hereinafter "Customer") is a customer of Midwest Data, LLC. (hereinafter "Midwest Data") and

WHEREAS, Customer purchases products and services from Midwest Data on credit, and

WHEREAS, Midwest Data has established the following credit policy:

CREDIT POLICY

Statements for items purchased on account shall be mailed out once a month on or before the fifth working day following the end of the month. Payment is due on the last business day of that month.

A finance charge of 1.333% (16% per annum) will be added to all accounts for which payment has not been received by the due date.

Customer hereby states he has read and understands Midwest Data Credit Policy and in consideration of the right to make purchases on credit from Midwest Data, customer hereby accepts the terms of said policy.

It is understood by and between the parties hereto that Midwest Data has the right at any time to change the rate of interest or any other terms of the Credit Policy by written notice to Customer. Midwest Data hereby reserves the right in its sole discretion and without liability, among other remedies, to terminate the right of Customer to purchase on credit, to suspend further deliveries, and to require Customer to pay in full all unpaid balances immediately should Customer's financial strength become unsatisfactory to Midwest Data. Midwest Data may proceed to enforce payment of same and to exercise any and all right afforded by law in the event Customer fails to pay as required.

Midwest Data, LLC.

Accepted

By: _____

Glenn Miller, General Manager

City of Windom Municipal Utilities

Accepted

By: _____

Date: _____

Date: _____

Service Bureau Pricing

Utility Hosting and Support

Conversion and Set up **\$2,500.00**

Included:

- Use of Utility MD software for billing of electric, water, and sewer
- Setup of your company and users in Midwest Data system
- Setup of all Program Files
- Conversion of existing data and verify record formats
- Verify record formats for billing from other vendors
- Installation of your converted data
- One day on-site for pre-conversion meeting at client office
 - Time not billable
 - Travel expenses billable only

Training Requirements

- Each installer providing installation and/or training will be billable at a rate of \$400 per day, plus expenses, not to exceed the \$2,000.00 below.
- Your company will have 5 days of on-site training provided by Midwest Data, billable at \$400/day, plus expenses, (per Midwest Data installer/trainer employee) **\$2,000.00**

Monthly Recurring Pricing Example

Monthly billing is per account, not meter. Any Utility subscriber account, no matter how many meters, or services, is charged as one account. The monthly fee will be based on the total separate accounts.

Monthly Recurring Customer Care and billing Fee is based on:

Utility Accounts **\$1.00 each**

Midwest Data, LLC.

Accepted

By: _____

Glenn Miller, General Manager

Date: _____

City of Windom Municipal Utilities

Accepted

By: _____

Date: _____

Service Bureau Pricing

Included in Monthly Fee

- All Midwest Data Software will be accessed via VPN or terminal server into our data center in Willmar, Minnesota
- Midwest Data is responsible for server and maintenance of server platform
- Midwest Data is responsible for nightly backups of client software and data. Additional backups during a business day can be initiated as well.
- All bill processing for the subscribers (fee based on Utility requirements)
- Printing of statements, folding, and inserting of statements into envelopes
- Send and return envelopes and additional statement paper
- Month end functions which provides reports and rolls billing over to next month
- Electric, Gas and Sewer rating
- Standard (or existing) monthly reports for all services
- Existing Monthly GL reports
- Provide support during normal business hours of 8:00 a.m. - 5:00 p.m. (CST)
- Basic software enhancements and updates are provided with documentation
- Ability to print or view most reports at your office
- No annual support agreement is required for Utility MD Customer Care

Service Bureau Pricing

Excluded in Monthly Fee

- First statement pages. Midwest Data will order your statements with company logo and both outgoing and return envelopes.
- Set up fee for color logo
- Postage charges associated with your billing
- Shipping charges for ordered paper products
- Shipping charges for statements sent to your office
- Hardware cost of equipment in your office for software to operate is not included in this proposal. (Server, printers, modems, PC's, etc.) Midwest Data will provide a list of hardware recommendations and an actual configuration for your review. You will work directly with the hardware company for your order

Additional Charges May Apply

- ACH (Pre-Authorized Payment) capabilities, billable per subscriber usage at \$.10 per transaction. Monthly recurring and transaction charges to the bank, merchant accounts, etc is not included.
- Special programming requests that Midwest Data, LLC. will provide a time and cost estimate for City of Windom Municipal Utilities's approval. Current hourly rate is at \$95.00 per hour, and Customer is notified prior to rate changes.
- Each insert included with a statement is an additional \$.01 per insert

Hardware Requirements

City of Windom Municipal Utilities is responsible for purchasing or having in place, the appropriate hardware and network to be installed into your system to run the software. Midwest Data, LLC. is providing the following suggestions for **minimum** specifications needed by the City of Windom Municipal Utilities to ensure that the hardware and network will be compatible with our software.

GUI Hardware Requirements

Workstation/Server

- | <ul style="list-style-type: none"> • End Users Work Station PC(Hardware) <ul style="list-style-type: none"> ○ 1024 X 768 Monitor Resolution ○ CPU ○ Memory ○ Available Hard Dive Space | <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Minimum</u></th> <th style="text-align: left;"><u>Optimum</u></th> </tr> </thead> <tbody> <tr> <td>1. GHz</td> <td>2. GHz or greater</td> </tr> <tr> <td>512 MB Ram</td> <td>1 GB Ram</td> </tr> <tr> <td>150 MB</td> <td>200 MB</td> </tr> </tbody> </table> | <u>Minimum</u> | <u>Optimum</u> | 1. GHz | 2. GHz or greater | 512 MB Ram | 1 GB Ram | 150 MB | 200 MB |
|--|--|----------------|-----------------------------|--------|-------------------|------------|----------|--------|--------|
| <u>Minimum</u> | <u>Optimum</u> | | | | | | | | |
| 1. GHz | 2. GHz or greater | | | | | | | | |
| 512 MB Ram | 1 GB Ram | | | | | | | | |
| 150 MB | 200 MB | | | | | | | | |
| <ul style="list-style-type: none"> • End Users Work Station PC (Software) <ul style="list-style-type: none"> ○ Operating System ○ .Net Framework 1.1 ○ Internet Access ○ Internet Explore ○ Adobe Reader 6.0 (only for view bill) | <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Minimum</u></th> </tr> </thead> <tbody> <tr> <td>XP, Windows 2000 or greater</td> </tr> <tr> <td>6.0</td> </tr> </tbody> </table> | <u>Minimum</u> | XP, Windows 2000 or greater | 6.0 | | | | | |
| <u>Minimum</u> | | | | | | | | | |
| XP, Windows 2000 or greater | | | | | | | | | |
| 6.0 | | | | | | | | | |

Internet Connection (Web Browser Connection)

- | <ul style="list-style-type: none"> • Internet Access From Telco to Midwest Data <ul style="list-style-type: none"> ○ Internet Access (no Satellite) | <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Minimum</u></th> <th style="text-align: left;"><u>Optimum</u></th> </tr> </thead> <tbody> <tr> <td>Cable or DSL</td> <td>T1</td> </tr> </tbody> </table> | <u>Minimum</u> | <u>Optimum</u> | Cable or DSL | T1 |
|--|---|----------------|----------------|--------------|----|
| <u>Minimum</u> | <u>Optimum</u> | | | | |
| Cable or DSL | T1 | | | | |

WAN Connections (optional) (via Cisco VPN connection)

- Cisco Router 1700 series or above
- With IOS supporting Firewall, VPN and IPSec technologies
- Firewall feature possibly not needed if an existing Firewall is in place
- If a firewall is currently in place, the ability to reconfigure the firewall will be needed to allow the new Cisco Router to be put in place after your existing Firewall but still be connected to a public IP address
- Ability of routing TCP/IP to Midwest Data, LLC. for GLINK emulation connectivity thru VPN

Printers

- Any printer is an option
 - Printer must have PostScript capabilities

Proposed Conversion Schedule*

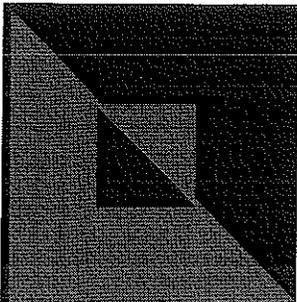
Contract Execution Date Prior to August 24, 2007

First Month Live processing on System December 1, 2007

Contract end date November 30, 2010

* If first live date changes from this, contract end date will move accordingly to end 36 months after first processing month.

DRAFT 8-18-07



Midwest Data, LLC.

Telecommunications Office Efficiency System

Contract

For

Windom Municipal Utilities

July 20, 2007

1711 18th St NE
PO Box 840
Willmar MN 56201

Phone: 320-235-8880
Fax: 320-235-8889
www.mwd-inc.com

Your Partner In Billing



SECTION I. BASIC AGREEMENT

Beginning August 22, 2007, and continuing until terminated pursuant to the terms of this agreement, Midwest Data, LLC. (hereinafter "Midwest Data") agrees to provide to Windom Municipal Utilities (hereinafter "Customer") software usage, data processing services and supplies as specified in the Midwest Data price list. Customer agrees to pay Midwest Data the amounts set forth in the current price lists for services and supplies.

X
Need a
Reference to
Enclosure "A"

The parties agree that they are bound by Sections I through VI of this agreement.

Accepted by:

Midwest Data, LLC.

Accepted

By: _____

Glenn Miller, General Manager

City of Windom Municipal Utilities

Accepted

By: _____

Date: _____

Date: _____

SECTION I (A) TERM

This Agreement shall begin on the date hereof and shall remain in effect for a period of three (3) years (the "Term") following the first full calendar month in which any Services commonly known as monthly processing services are provided by Midwest Data to Customer, as evidenced by the billing records of Midwest Data. A proposed schedule and contract dates are included at the end of this document based on contract execution date. This Agreement shall automatically renew for one additional full year unless written notice of termination or revision is delivered by either party to the other at least ninety (90) days prior to the original expiration date or subsequent renewal expiration dates of the Agreement.

SECTION II. CHARGES FOR SERVICES

Charges for services are due and payable within 25 days of statement date.

Non-recurring charges for installation, conversion, training, and the monthly recurring charges for specified services and software are identified in Enclosure A.

SECTION III. CANCELLATION BY MIDWEST DATA

This agreement may be canceled by Midwest Data:

- (A) Without notice, if Customer fails to pay any charges for services within 60 days after they are due.
- (B) By giving 90 days of written notice of cancellation to Customer prior to expiration date of contract.

SECTION IV. CANCELLATION BY CUSTOMER

This agreement may be canceled by Customer:

- (A) By written notice, providing a minimum of 90 days written notice prior to contract end date of cancellation to Midwest Data.
- (B) By 30 day written notice to Midwest Data if Midwest Data fails to provide Customer the services and/or supplies covered in this agreement. Customer agrees to provide Midwest Data written notice of failure of providing services and/or supplies covered in this agreement and a reasonable amount of time (minimum of 30 days) to address these concerns in good faith prior to issuing a contract termination notice to Midwest Data.

SECTION V. PRICE REVIEW

- (A) All pricing (other than contracted per customer rates) for data processing services and supplies for Customer will be reviewed periodically by Midwest Data and be subject to adjustment. Any adjustments will be communicated to Customer with a minimum of 30 days advance notice of the price increase.
- (B) All pricing for new application and/or changes to new or existing applications will be reviewed by Midwest Data six months after implementation. Notification of any change in pricing by Midwest Data from the original agreement due to a change in volume or processing procedures will be communicated to Customer in writing a minimum of 30 days in advance.

X
*Need
maximum
price
protection*

SECTION VI. RESPONSIBILITY

- (A) The sole responsibility of Midwest Data shall be to process data as furnished by customer. Customer shall be responsible for furnishing data in such manner and format as to permit processing under the applicable programs.
- (B) While Midwest Data believes that the processing services performed hereunder will produce accurate and correct results, Midwest Data does not warrant the accuracy or correctness of any processing services, records, or data. There are no warranties, express or implied, including, but not limited to, any warranties or merchantability or fitness for any particular purpose.
- (C) In no event shall Midwest Data be liable to customer for any indirect, special or consequential damages or lost profits arising out of or related to this agreement or the performance or breach thereof, even if Midwest Data has been advised of the possibility thereof. Midwest Data's liability to customer hereunder, if any, shall in no event exceed the total amount paid to Midwest Data hereunder.
- (D) In no event shall Midwest Data be liable to customer for any damages resulting from or related to any failure or delay of Midwest Data in the performance of processing services under this agreement if such failure or delay results from or is caused by (1) customer not furnishing data in a timely fashion, (2) improper or incorrectly furnished data, or (3) fire, damage to equipment, acts of God, strikes, or other causes beyond the control of Midwest Data.

Credit Agreement

WHEREAS, Windom Municipal Utilities (hereinafter "Customer") is a customer of Midwest Data, LLC. (hereinafter "Midwest Data") and

WHEREAS, Customer purchases products and services from Midwest Data on credit, and

WHEREAS, Midwest Data has established the following credit policy:

CREDIT POLICY

Statements for items purchased on account shall be mailed out once a month on or before the fifth working day following the end of the month. Payment is due on the last business day of that month.

A finance charge of 1.333% (16% per annum) will be added to all accounts for which payment has not been received by the due date.

Customer hereby states he has read and understands Midwest Data Credit Policy and in consideration of the right to make purchases on credit from Midwest Data, customer hereby accepts the terms of said policy.

It is understood by and between the parties hereto that Midwest Data has the right at any time to change the rate of interest or any other terms of the Credit Policy by written notice to Customer. Midwest Data hereby reserves the right in its sole discretion and without liability, among other remedies, to terminate the right of Customer to purchase on credit, to suspend further deliveries, and to require Customer to pay in full all unpaid balances immediately should Customer's financial strength become unsatisfactory to Midwest Data. Midwest Data may proceed to enforce payment of same and to exercise any and all right afforded by law in the event Customer fails to pay as required.

Midwest Data, LLC.

Accepted

By: _____

Glenn Miller, General Manager

City of Windom Municipal Utilities

Accepted

By: _____

Date: _____

Date: _____

Service Bureau Pricing

Installation and Set-up Fees – Telephone

Conversion of Telephone ONLY **\$3,500.00**

Included:

- Setup of your company and users in Midwest Data system
- Setup of all Program Files
- Conversion of existing data and verify record formats
- Verify record formats for billing from other vendors
- Installation of your converted data
- Setup of Electronic Bill Presentation and Payment System
- One day on-site for pre-conversion meeting at client office
 - Time not billable
 - Travel expenses billable only

Training Requirements

- Each installer providing installation and/or training will be billable at a rate of \$400 per day, plus expenses
- Your company will have six (6) days of on-site training provided by Midwest Data, billable at \$400/day, plus expenses, (per Midwest Data installer/trainer employee) **\$2,400.00**

Monthly Recurring Pricing Example

Account Fee: any telephone account with or without Internet and/or CATV services charged as a recurring fee on that telephone account. If Internet and/or CATV are provided on a separate bill, the fee will be on a per bill created basis. The monthly fee will be based on the actual count for telephone accounts and non-telephone accounts.

This proposal pricing includes the services for the signed Midwest Data CABs contract that is currently for Windom Municipal Utilities.

Telephone accounts: Internet and/or CATV included (no utility billing) **\$2.00 each**
 Non-telephone accounts: Internet and/or CATV included **\$.40 each**

Midwest Data, LLC.

Accepted

By: _____

Glenn Miller, General Manager

City of Windom Municipal Utilities

Accepted

By: _____

Date: _____

Date: _____

Service Bureau Pricing

Installation and Set-up Fees – Utility

Conversion of Utility **\$2,000.00**

Included:

- Review, program, and test utility data files
- Setup of all program statement files for converged structure
- Conversion of existing data and verify record formats
- Verify record formats for billing from other software file
- Installation of your converted data

Training Requirements

- Each installer providing installation and/or training will be billable at a rate of \$400 per day, plus expenses
- Your company will have one (1) day of on-site training provided by Midwest Data, billable at \$400/day, plus expenses, (per Midwest Data installer/trainer employee) **\$400.00**

Monthly Recurring Pricing Example

Account Fee: any telephone account with or without Internet and/or CATV services and utility information charged as a recurring fee on that telephone account. If Internet and/or CATV are provided on a separate bill, the fee will be on a per bill created basis. Utility Statements, separate of telephone statements are billed as separate accounts. The monthly fee will be based on the actual count for telephone accounts, non-telephone accounts, and utility accounts.

This proposal pricing includes the services for the signed Midwest Data CABS contract that is currently for Windom Municipal Utilities.

Telephone accounts: Internet and/or CATV included	\$2.10 each
Non-telephone accounts: Internet and/or CATV included	\$.50 each
Non-telephone accounts: Internet and/or CATV included (no utility)	\$.40 each
Non-telephone accounts: with utility only	\$.25 each

Midwest Data, LLC.

Accepted

By: _____

Glenn Miller, General Manager

City of Windom Municipal Utilities

Accepted

By: _____

Date: _____

Date: _____

Service Bureau Pricing

Included in Monthly Fee

- All Midwest Data Software will be accessed via VPN or terminal server into our data center in Willmar, Minnesota
- Midwest Data is responsible for server and maintenance of server platform
- Midwest Data is responsible for nightly backups of client software and data. Additional backups during a business day can be initiated as well.
- All bill processing for the subscribers (fee based on Utility requirements)
- Printing of statements, folding, and inserting of statements into envelopes
- Send and return envelopes and additional statement paper
- Month end functions which provides reports and rolls billing over to next month
- Electric, Gas and Sewer rating
- Standard (or existing) monthly reports for all services
- Existing Monthly GL reports
- Provide support during normal business hours of 8:00 a.m. - 5:00 p.m. (CST)
- Basic software enhancements and updates are provided with documentation
- Ability to print or view most reports at your office
- No annual support agreement is required for Utility MD Customer Care

Service Bureau Pricing

Excluded in Monthly Fee

- First statement pages. Midwest Data will order your statements with company logo and both outgoing and return envelopes.
- Set up fee for color logo
- Postage charges associated with your billing
- Shipping charges for ordered paper products
- Shipping charges for statements sent to your office
- Hardware cost of equipment in your office for software to operate is not included in this proposal. (Server, printers, modems, PC's, etc.) Midwest Data will provide a list of hardware recommendations and an actual configuration for your review. You will work directly with the hardware company for your order

Additional Charges May Apply

- ACH (Pre-Authorized Payment) capabilities, billable per subscriber usage at \$.10 per transaction. Monthly recurring and transaction charges to the bank, merchant accounts, etc is not included.
- Special programming requests that Midwest Data, LLC. will provide a time and cost estimate for City of Windom Municipal Utilities's approval. Current hourly rate is at \$95.00 per hour, and Customer is notified prior to rate changes.
- Each insert included with a statement is an additional \$.01 per insert

Hardware Requirements

City of Windom Municipal Utilities is responsible for purchasing or having in place, the appropriate hardware and network to be installed into your system to run the software. Midwest Data, LLC. is providing the following suggestions for **minimum** specifications needed by the City of Windom Municipal Utilities to ensure that the hardware and network will be compatible with our software.

GUI Hardware Requirements

Workstation/Server

- | | | |
|--|--|---|
| <ul style="list-style-type: none"> • End Users Work Station PC(Hardware) <ul style="list-style-type: none"> ○ 1024 X 768 Monitor Resolution ○ CPU ○ Memory ○ Available Hard Dive Space | <p style="text-align: center;"><u>Minimum</u></p> <p>1. GHz
greater</p> <p>512 MB Ram
150 MB</p> | <p style="text-align: center;"><u>Optimum</u></p> <p>2. GHz or
greater</p> <p>1 GB Ram
200 MB</p> |
| <ul style="list-style-type: none"> • End Users Work Station PC (Software) <ul style="list-style-type: none"> ○ Operating System ○ .Net Framework 1.1 ○ Internet Access ○ Internet Explore ○ Adobe Reader 6.0 (only for view bill) | <p style="text-align: center;"><u>Minimum</u></p> <p>XP, Windows 2000 or greater</p> <p>6.0</p> | |

Internet Connection (Web Browser Connection)

- | | | |
|--|---|---|
| <ul style="list-style-type: none"> • Internet Access From Telco to Midwest Data <ul style="list-style-type: none"> ○ Internet Access (no Satellite) | <p style="text-align: center;"><u>Minimum</u></p> <p>Cable or DSL</p> | <p style="text-align: center;"><u>Optimum</u></p> <p>T1</p> |
|--|---|---|

WAN Connections (optional) (via Cisco VPN connection)

- Cisco Router 1700 series or above
- With IOS supporting Firewall, VPN and IPSec technologies
- Firewall feature possibly not needed if an existing Firewall is in place
- If a firewall is currently in place, the ability to reconfigure the firewall will be needed to allow the new Cisco Router to be put in place after your existing Firewall but still be connected to a public IP address
- Ability of routing TCP/IP to Midwest Data, LLC. for GLINK emulation connectivity thru VPN

Printers

- Any printer is an option
 - Printer must have PostScript capabilities

Proposed Conversion Schedule*

Contract Execution Date Prior to August 24, 2007

First Month Live processing on System December 1, 2007

Contract end date November 30, 2010

* If first live date changes from this, contract end date will move accordingly to end 36 months after first processing month.

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	CONVENT. & VISTOR BU	LODGING TAX	2,465.24
MAYOR & COUNCIL	WINDOM AREA HOSPITAL	PERA AID	7,002.00
	Total for Department 101		9,467.24*
POLICE	SECR REV FUND/CITY O	POSTAGE	45.30
POLICE	TRAVEL MANAGEMENT	LEASE CAR	2,376.30
	Total for Department 120		2,421.60*
FIRE DEPARTMENT	MIDWEST WIRELESS	TELEPHONE	25.36
FIRE DEPARTMENT	LINDA ORTMAN	CLEANING	45.00
	Total for Department 125		70.36*
PARKS	ED TASLER	REFUND - PARK DAMAGE DEP	50.00
	Total for Department 165		50.00*
	Total for Fund 01		12,009.20*
	BANK MIDWEST	STREET SWEEPER	40,000.00
	Total for Department		40,000.00*
EQUIPMENT/F.A.	BANK MIDWEST	STREET SWEEPER	3,680.00
	Total for Department 170		3,680.00*
	Total for Fund 04		43,680.00*
AIRPORT	MN DEPT OF ADMINISTR	TELEPHONE	19.60
	Total for Department 174		19.60*
	Total for Fund 11		19.60*
POOL	GORDY'S FOODS	SUPPLIES	7.03
	Total for Department 175		7.03*
	Total for Fund 12		7.03*
AMBULANCE	KIM POWERS	EXPENSE	11.67
	Total for Department 176		11.67*
	Total for Fund 13		11.67*
MULTI-PURPOSE BUILDI	MN DEPT OF ADMINISTR	TELEPHONE	19.60
	Total for Department 177		19.60*
	Total for Fund 14		19.60*
PM REVOLVING LOAN FU	BANK MIDWEST	LOAN PAYMENT	3,830.79
	Total for Department 172		3,830.79*
	Total for Fund 15		3,830.79*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANGDISE	2,014.45

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
LIQUOR	LOCHER BROTHERS INC	MERCHANDISE	2,163.50
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	14,501.05
LIQUOR	HOLINKA DISTR. CO.	MERCHANDISE	67.00
LIQUOR	JOHNSON BROS.	MERCHANDISE	925.04
LIQUOR	MN ENERGY RESOURCES	HEATING	35.54
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	667.25
	Total for Department 180		20,373.83*
	Total for Fund 60		20,373.83*
WATER	H P SUDS	BILLING CONTRACT SERVICE	64.67
WATER	SECR REV FUND/CITY O	POSTAGE	5.70
	Total for Department 181		70.37*
	Total for Fund 61		70.37*
	SECR REV FUND/CITY O	REFUND - UTILITY PREPAY	250.00
	Total for Department		250.00*
ELECTRIC	GORDY'S FOODS	SUPPLIES	3.32
ELECTRIC	MARV GRUNIG	EXPENSE	133.86
ELECTRIC	H P SUDS	BILLING CONTRACT SERVICE	64.67
ELECTRIC	SECR REV FUND/CITY O	BANK DRAFT CHARGE	3.00
ELECTRIC	BANK MIDWEST	NSF CHECK - N LANGEL	208.70
ELECTRIC	JACOB CALDWELL	ENERGY REBATE	50.00
ELECTRIC	LINDA EISENMENGER	ENERGY REBATE	100.00
ELECTRIC	ARLO ENGLER	ENERGY REBATE	50.00
ELECTRIC	LELAND ERICKSON	ENERGY REBATE	350.00
ELECTRIC	SARAH FOIGHT	ENERGY REBATE	100.00
ELECTRIC	DUANE GORING	ENERGY REBATE	75.00
ELECTRIC	SANDRA HERDER	ENERGY REBATE	75.00
ELECTRIC	AARON KONRAD	ENERGY REBATE	100.00
ELECTRIC	JIM KRUEGER	ENERGY REBATE	100.00
ELECTRIC	RUSSELL PETERSON	ENERGY REBATE	50.00
ELECTRIC	KATHY PURRINGTON	ENERGY REBATE	100.00
ELECTRIC	DAVID REISDORFER	ENERGY REBATE	50.00
ELECTRIC	EVA SCHMIDT	ENERGY REBATE	75.00
ELECTRIC	JODY VOTH	ENERGY REBATE	100.00
ELECTRIC	ROBERT WIRTZ	ENERGY REBATE	100.00
	Total for Department 182		1,888.55*
	Total for Fund 62		2,138.55*
SEWER	H P SUDS	BILLING CONTRACT SERVICE	64.67
	Total for Department 183		64.67*
	Total for Fund 63		64.67*
ARENA	GORDY'S FOODS	SUPPLIES	53.93
	Total for Department 184		53.93*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 64			53.93*
	SECR REV FUND/CITY O REFUND - CONVERTER DEPOS		445.25
Total for Department			445.25*
Total for Fund 65			445.25*
	BANK MIDWEST	LOAN PAYMENT	4,585.50
Total for Department			4,585.50*
ECONOMIC DEVELOPMENT	SECR REV FUND/CITY O EXPENSE		4.50
Total for Department 187			4.50*
Total for Fund 67			4,590.00*
RIVERBLUFF ESTATES	BANK MIDWEST	LOAN PAYMENT	1,873.78
Total for Department 166			1,873.78*
Total for Fund 68			1,873.78*
TELECOMMUNICATIONS	AT & T	USAGE CHARGES	130.00
TELECOMMUNICATIONS	E-911	MONTHLY 911 SERVICE	43.90
TELECOMMUNICATIONS	GLOBAL GOV'T/EDUCATI	EQUIPMENT	17.22
TELECOMMUNICATIONS	GORDY'S FOODS	SUPPLIES	25.45
TELECOMMUNICATIONS	H P SUDS	BILLING CONTRACT SERVICE	193.99
TELECOMMUNICATIONS	MIDWEST WIRELESS	TELEPHONE	185.70
TELECOMMUNICATIONS	QWEST	LIS QWEST ACCT	269.83
TELECOMMUNICATIONS	ONVOY	BANDWIDTH BILLING	5,667.44
TELECOMMUNICATIONS	SECR REV FUND/CITY O EXPENSE		4.00
TELECOMMUNICATIONS	WINDOM AREA CHAMBER	LUNCHEON	11.00
TELECOMMUNICATIONS	NECA	SERVICE	590.40
Total for Department 199			7,138.93*
Total for Fund 69			7,138.93*
Grand Total			96,327.20*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	CONVENT. & VISTOR BU	LODGING TAX	2,962.29
	Total for Department 101		2,962.29*
CITY OFFICE	ELECTRIC FUND	UTILITIES	423.69
CITY OFFICE	MII LIFE	VEBA	186.16
CITY OFFICE	QUILL CORP	SUPPLIES	106.79
	Total for Department 103		716.64*
P & Z / BUILDING OFF	MII LIFE	VEBA	139.62
P & Z / BUILDING OFF	VET'S WHOA N'GO	GAS	109.47
	Total for Department 106		249.09*
CITY HALL	ELECTRIC FUND	UTILITIES	654.90
CITY HALL	SANDRA HERDER	CLEANING	334.40
CITY HALL	MELISSA PENAS	CLEANING	334.40
	Total for Department 115		1,323.70*
POLICE	ELECTRIC FUND	UTILITIES	99.12
POLICE	KRUEGER BODY SHOP	SERVICE	2,063.80
POLICE	MII LIFE	VEBA	1,312.27
POLICE	CONOCO PHILLIPS FLEE	GAS	49.12
	Total for Department 120		3,524.31*
FIRE DEPARTMENT	VET'S WHOA N'GO	GAS	105.50
	Total for Department 125		105.50*
STREET	AMOCO OIL COMPANY	GAS	930.67
STREET	AMOCO OIL COMPANY	VOLUME DISCOUNT	-4.16
STREET	ELECTRIC FUND	UTILITIES	2,330.97
STREET	BRICKSON OIL CO	GAS	465.54
STREET	MII LIFE	VEBA	963.93
STREET	UNIVERSITY OF MINNES	REGISTRATION	85.00
STREET	CONOCO PHILLIPS FLEE	GAS	244.64
	Total for Department 140		5,016.59*
HEALTH & SANITATION	NEAL GRUNEWALD	COMPOST SITE MANAGER	160.00
	Total for Department 145		160.00*
RECREATION	JESSIE BEHREND	UMPIRE	230.00
RECREATION	BRETT DUMKE	UMPIRE	40.00
RECREATION	HARLAN HORKEY	UMPIRE	270.00
RECREATION	NICK KULSETH	UMPIRE	100.00
RECREATION	TIM SNYDER	UMPIRE	60.00
	Total for Department 150		700.00*
PARKS	ELECTRIC FUND	UTILITIES	2,401.12
PARKS	MII LIFE	VEBA	174.17
PARKS	CONOCO PHILLIPS FLEE	GAS	249.46
PARKS	VET'S WHOA N'GO	GAS	85.66
PARKS	GLEN GRUNEWALD	DAMAGE DEPOSIT REFUND	50.00
PARKS	JANICE KLASSEN	REFUND - DAMAGE DEPOSIT-	50.00

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
		Total for Department 165	3,010.41*
		Total for Fund 01	17,768.53*
LIBRARY	ELECTRIC FUND	UTILITIES	438.74
LIBRARY	SANDRA HERDER	CLEANING	334.40
LIBRARY	MELISSA PENAS	CLEANING	334.40
		Total for Department 171	1,107.54*
		Total for Fund 03	1,107.54*
		CLEARWATER RECREATIO TEGEL'S PARK REC EQUIPME	34,721.13
		Total for Department	34,721.13*
		Total for Fund 04	34,721.13*
		HJERPE CONTRACTING I 2007 CONSTRUCTION PROJEC	401,206.28
		Total for Department	401,206.28*
		Total for Fund 07	401,206.28*
UHF TV	ELECTRIC FUND	UTILITIES	25.07
UHF TV	FEDERATED RURAL ELEC SERVICE		198.23
		Total for Department 173	223.30*
		Total for Fund 10	223.30*
AIRPORT	RED ROCK RURAL WATER WATER		23.10
AIRPORT	SO. CENTRAL ELECTRIC POWER COST		261.13
		Total for Department 174	284.23*
		Total for Fund 11	284.23*
POOL	ELECTRIC FUND	UTILITIES	1,528.46
POOL	JENNIFER ANDERSON	SPLASH BASH	200.00
POOL	TAYLOR KREMMIN	DJ - SPLASH BASH	100.00
POOL	SARAH LUND	SPLASH BASH SUPPLIES	267.47
POOL	DANIELLE SMITH	SPLASH BASH SUPPLIES	297.16
		Total for Department 175	2,393.09*
		Total for Fund 12	2,393.09*
AMBULANCE	ALIMED	SUPPLIES	208.95
AMBULANCE	VET'S WHOA N'GO	GAS	1,276.81
		Total for Department 176	1,485.76*
		Total for Fund 13	1,485.76*
MULTI-PURPOSE BUILDI	ELECTRIC FUND	UTILITIES	2,153.12
MULTI-PURPOSE BUILDI	MII LIFE	VEBA	360.33

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MULTI-PURPOSE BUILDI	CONOCO PHILLIPS FLEE	GAS	55.39
MULTI-PURPOSE BUILDI	GOOD SAMARITAN COMM	SUPPLIES	3.64
	Total for Department 177		2,572.48*
	Total for Fund 14		2,572.48*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	3,635.45
LIQUOR	LOCHER BROTHERS INC	MERCHANDISE	3,779.40
LIQUOR	ELECTRIC FUND	UTILITIES	1,229.49
LIQUOR	GRIGGS COOPER	MERCHANDISE	1,669.56
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	5,452.35
LIQUOR	JOHNSON BROS.	MERCHANDISE	1,733.39
LIQUOR	MII LIFE	VEBA	348.34
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	99.15
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	121.00
LIQUOR	MN LABOR LAW POSTER	SUPPLIES	67.25
	Total for Department 180		18,135.38*
	Total for Fund 60		18,135.38*
WATER	ELECTRIC FUND	UTILITIES	4,182.85
WATER	H P SUDS	BILLING CONTRACT SERVICE	156.67
WATER	MII LIFE	VEBA	525.50
WATER	CONOCO PHILLIPS FLEE	GAS	300.11
WATER	U S POSTAL SERVICE	ANNUAL FEES	28.00
	Total for Department 181		5,193.13*
	Total for Fund 61		5,193.13*
	CLARICE GREGG	REFUND - UTILITY PREPAYM	125.00
	ELIZABETH MAHONEY	REFUND - UTILITY PREPAYM	125.00
	JAUIER AYALA	UTILITY REFUND	.41
	JOSH JUNKER	REFUND - UTILITY PREPAYM	125.00
	DAVID LUMLEY	REFUND - UTILITY PREPAYM	125.00
	CHRISTINA MACE	REFUND - UTILITY PREPAYM	125.00
	MONICA RODRIGUEZ	REFUND - UTILITY PREPAYM	125.00
	ROBERT SCHMIDT	REFUND - UTILITY PREPAYM	125.00
	OUR SAVIORS LUTHERAN	REFUND - DIFF OF COMM &	89.70
	Total for Department		965.11*
ELECTRIC	AMOCO OIL COMPANY	GAS	1,015.91
ELECTRIC	AMOCO OIL COMPANY	VOLUME DISCOUNT	-4.15
ELECTRIC	ELECTRIC FUND	MAINTENANCE	85.33
ELECTRIC	ELECTRIC FUND	UTILITIES	270.48
ELECTRIC	H P SUDS	BILLING CONTRACT SERVICE	156.67
ELECTRIC	MII LIFE	VEBA	984.92
ELECTRIC	U S POSTAL SERVICE	ANNUAL FEES	28.00
ELECTRIC	BRAD BUSSA	CLEANING	184.60
ELECTRIC	BANK MIDWEST	NSF CHECK	222.24
ELECTRIC	JAUIER AYALA	UTILITY REFUND	6.24

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ELECTRIC	OUR SAVIORS LUTHERAN REFUND - DIFF OF COMM &		1,380.09
	Total for Department 182		4,330.33*
	Total for Fund 62		5,295.44*
SEWER	AMOCO OIL COMPANY	GAS	305.65
SEWER	ELECTRIC FUND	UTILITIES	11,629.20
SEWER	H P SUDS	BILLING CONTRACT SERVICE	156.67
SEWER	MII LIFE	VEBA	873.85
SEWER	CONOCO PHILLIPS FLEE	GAS	84.07
SEWER	U S POSTAL SERVICE	ANNUAL FEES	28.00
SEWER	GLENN LUND	EXPENSE	109.35
	Total for Department 183		13,186.79*
	Total for Fund 63		13,186.79*
ARENA	ELECTRIC FUND	UTILITIES	2,177.91
ARENA	MII LIFE	VEBA	174.17
ARENA	CONOCO PHILLIPS FLEE	GAS	145.75
ARENA	VET'S WHOA N'GO	GAS	409.88
	Total for Department 184		2,907.71*
	Total for Fund 64		2,907.71*
RIVERBLUFF TOWNHOMES	ELECTRIC FUND	UTILITIES	40.28
	Total for Department 186		40.28*
	Total for Fund 66		40.28*
ECONOMIC DEVELOPMENT	AARON BACKMAN	EXPENSE	148.41
ECONOMIC DEVELOPMENT	ELECTRIC FUND	UTILITIES	155.71
ECONOMIC DEVELOPMENT	MII LIFE	VEBA	220.71
ECONOMIC DEVELOPMENT	INT'L ECONOMIC DEV C AD		528.50
	Total for Department 187		1,053.33*
	Total for Fund 67		1,053.33*
	MN 9-1-1 PROGRAM	911 SERVICE	725.62
	CHRISTINE HANSON	REFUND - CABLE	.49
	ALIS ROCHA	REFUND - CABLE	2.62
	Total for Department		728.73*
TELECOMMUNICATIONS	B B C AMERICA	SUBSCRIBER	6.72
TELECOMMUNICATIONS	DISCOVERY DIGITAL NE	SUBSCRIBER	23.45
TELECOMMUNICATIONS	DISCOVERY HEALTH CHA	SUBSCRIBER	14.26
TELECOMMUNICATIONS	ELECTRIC FUND	UTILITIES	1,523.60
TELECOMMUNICATIONS	FOX SPORTS	SUBSCRIBER	4,586.64
TELECOMMUNICATIONS	H P SUDS	BILLING CONTRACT SERVICE	469.99
TELECOMMUNICATIONS	MII LIFE	VEBA	624.58
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	SUBSCCRIBER	21,608.55

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
TELECOMMUNICATIONS	CONOCO PHILLIPS FLEE GAS		183.31
TELECOMMUNICATIONS	U S POSTAL SERVICE	ANNUAL FEES	84.00
TELECOMMUNICATIONS	CHRISTINE HANSON	REFUND - CABLE	7.54
TELECOMMUNICATIONS	ALIS ROCHA	REFUND - CABLE	40.19
		Total for Department 199	29,172.83*
		Total for Fund 69	29,901.56*
	COLONIAL LIFE INSURA	INSURANCE	22.05
		Total for Department	22.05*
		Total for Fund 70	22.05*
		Grand Total	537,498.01*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount

CITY OFFICE	COUNTY-WIDE DIRECTOR DIRECTORY		273.00
	Total for Department 103		273.00*
POLICE	CELLULARONE - ALLTEL TELEPHONE		215.83
POLICE	SECR REV FUND/CITY O POSTAGE		5.57
	Total for Department 120		221.40*
STREET	MIDWEST WIRELESS TELEPHONE		106.56
	Total for Department 140		106.56*
PARKS	ELECTRIC FUND MAINTENANCE		2.81
	Total for Department 165		2.81*
	Total for Fund 01		603.77*
	MN PUBLIC FACILITIES BOND PAYMENTS		23,150.57
	Total for Department		23,150.57*
	Total for Fund 02		23,150.57*
AMBULANCE	KATE AXFORD EXPENSE		27.88
AMBULANCE	VAUGHN CORWIN EXPENSE		9.47
AMBULANCE	MIDWEST WIRELESS TELEPHONE		92.02
AMBULANCE	KIM POWERS EXPENSE		19.32
AMBULANCE	ALLAN REMPEL EXPENSE		7.24
AMBULANCE	JIM SKARPHOL EXPENSE		57.58
AMBULANCE	FRATERNAL ORDER OF E STEAKS		94.00
	Total for Department 176		307.51*
	Total for Fund 13		307.51*
LIQUOR	BEVERAGE WHOLESALERS MERCHANDISE		2,117.45
LIQUOR	BRAU BROTHERS BREWIN MERCHANDISE		88.00
LIQUOR	CADBURY SCHWEPPE'S BO MERCHANDISE		76.00
LIQUOR	LOCHER BROTHERS INC MERCHANDISE		1,253.00
LIQUOR	HAGEN DISTRIBUTING MERCHANDISE		3,486.70
LIQUOR	QUALITY WINE SPIRITS MERCHANDISE		5,311.83
	Total for Department 180		12,332.98*
	Total for Fund 60		12,332.98*
	MN PUBLIC FACILITIES BOND PAYMENTS		220,000.00
	Total for Department		220,000.00*
WATER	H P SUDS BILLING CONTRACT SERVICE		112.67
WATER	MIDWEST WIRELESS TELEPHONE		100.70
WATER	MN PUBLIC FACILITIES BOND PAYMENTS		38,726.50
	Total for Department 181		38,939.87*
	Total for Fund 61		258,939.87*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
	SECR REV FUND/CITY O	REFUND-UTILITY PREPAYMEN	145.00
		Total for Department	145.00*
ELECTRIC	H P SUDS	BILLING CONTRACT SERVICE	112.67
ELECTRIC	SECR REV FUND/CITY O	POSTAGE	7.98
ELECTRIC	BANK MIDWEST	NSF CHECK	267.65
		Total for Department 182	388.30*
		Total for Fund 62	533.30*
	MN PUBLIC FACILITIES	BOND PAYMENTS	100,633.35
		Total for Department	100,633.35*
SEWER	H P SUDS	BILLING CONTRACT SERVICE	112.67
SEWER	MN PUBLIC FACILITIES	BOND PAYMENTS	25,872.30
		Total for Department 183	25,984.97*
		Total for Fund 63	126,618.32*
ARENA	ELECTRIC FUND	MAINTENANCE	26.01
ARENA	SECR REV FUND/CITY O	POSTAGE	4.60
		Total for Department 184	30.61*
		Total for Fund 64	30.61*
	SECR REV FUND/CITY O	REFUND-CONVERTER DEPOSIT	549.00
		Total for Department	549.00*
		Total for Fund 65	549.00*
ECONOMIC DEVELOPMENT	AVERY OUTDOOR	RENT	375.00
ECONOMIC DEVELOPMENT	MIDWEST WIRELESS	TELEPHONE	38.56
ECONOMIC DEVELOPMENT	BOB YSKER	MOWING	50.00
		Total for Department 187	463.56*
		Total for Fund 67	463.56*
TELECOMMUNICATIONS	B B C AMERICA	SUBSCRIBER	15.36
TELECOMMUNICATIONS	COMCAST MEDIA CENTER	SUBSCRIBER	19.00
TELECOMMUNICATIONS	DISCOVERY DIGITAL NE	SUBSCRIBER	23.44
TELECOMMUNICATIONS	DISCOVERY HEALTH CHA	SUBSCRIBER	14.72
TELECOMMUNICATIONS	FOX SPORTS	SUBSCRIBER	4,586.64
TELECOMMUNICATIONS	H P SUDS	BILLING CONTRACT SERVICE	337.99
TELECOMMUNICATIONS	TOWER DISTRIBUTION C	SUBSCRIBER	217.02
		Total for Department 199	5,214.17*
		Total for Fund 69	5,214.17*
		Grand Total	428,743.66*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
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CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	CITIZEN PUBLISHING C	ADVERTISING	1,031.20
MAYOR & COUNCIL	MCDONALD & SCHRAMMEL	LEGAL FEES	1,159.00
	Total for Department 101		2,190.20*
CITY OFFICE	DAN'S OFFICE SUPPLY	PAPER	79.72
CITY OFFICE	DAN'S OFFICE SUPPLY	SUPPLIES	79.69
CITY OFFICE	SUNSHINE FOODS	SUPPLIES	73.71
CITY OFFICE	HEARTLAND TECHNOLOGY	BILLING SYSTEM FIRE WALL	40.00
CITY OFFICE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
CITY OFFICE	STOREY KENWORTHY	SUPPLIES	13.39
	Total for Department 103		292.29*
P & Z / BUILDING OFF	COTTONWOOD CTY RECOR	SERVICE	46.00
P & Z / BUILDING OFF	DAN'S OFFICE SUPPLY	SUPPLIES	216.75
P & Z / BUILDING OFF	HEARTLAND TECHNOLOGY	BILLING SYSTEM FIRE WALL	40.00
P & Z / BUILDING OFF	WINDOM AUTO VALU	MAINTENANCE	4.30
P & Z / BUILDING OFF	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
P & Z / BUILDING OFF	STOREY KENWORTHY	SUPPLIES	13.39
	Total for Department 106		326.22*
CITY HALL	COLE PAPER INC.	SUPPLIES	102.16
CITY HALL	AMERIGAS - WORTHINGT	WATER TREATMENT	23.38
CITY HALL	COTTONWOOD COUNTY SO	RECYCLING PICK UP	12.00
CITY HALL	WASTE MANAGEMENT OF	HAUL GARBAGE	79.09
CITY HALL	SCHWALBACH HARDWARE	MAINTENANCE	15.95
	Total for Department 115		232.58*
POLICE	CHEAPER THAN DIRT	SUPPLIES	282.05
POLICE	COTTONWOOD CO TREASU	DISPATCHING	275.00
POLICE	COTTONWOOD CO TREASU	RENT	1,200.00
POLICE	DAN'S OFFICE SUPPLY	PAPER	79.60
POLICE	DAN'S OFFICE SUPPLY	SUPPLIES	738.69
POLICE	MCDONALD & SCHRAMMEL	LEGAL FEES	3,011.50
POLICE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	22.50
POLICE	PAMIDA	SUPPLIES	42.47
POLICE	SCHWALBACH HARDWARE	MAINTENANCE	24.34
POLICE	STREICHER'S	EQUIPMENT	161.79
POLICE	COUNTRY PRIDE SERVIC	MAINTENANCE	117.98
POLICE	WINDOM QUICK PRINT	PRINTING	188.35
POLICE	HINES PRODUCTS CORP	SUPPLIES	515.50
	Total for Department 120		6,659.77*
FIRE DEPARTMENT	COTTONWOOD CO TREASU	DISPATCHING	212.50
FIRE DEPARTMENT	DAN'S OFFICE SUPPLY	PAPER	79.60
FIRE DEPARTMENT	DAN'S OFFICE SUPPLY	SUPPLIES	31.94
FIRE DEPARTMENT	WINDOM AUTO VALU	MAINTENANCE	45.02
FIRE DEPARTMENT	MCDONALD & SCHRAMMEL	LEGAL FEES	313.50
FIRE DEPARTMENT	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
FIRE DEPARTMENT	WERNER ELECTRIC	MAINTENANCE	44.58
	Total for Department 125		732.92*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
EMERGENCY MANAGEMENT	COTTONWOOD CO TREASU	DISPATCHING	12.50
EMERGENCY MANAGEMENT	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	200.00
	Total for Department 130		212.50*
ANIMALS	COTTONWOOD-SLAYTON V	VET SERVICE	387.57
	Total for Department 135		387.57*
STREET	COTTONWOOD CO HWY DE	MAINTENANCE	6,709.50
STREET	COTTONWOOD COUNTY LA	GARBAGE	84.00
STREET	COTTONWOOD CO TREASU	DISPATCHING	125.00
STREET	WASTE MANAGEMENT OF	HAUL GARBAGE	121.31
STREET	DAN'S OFFICE SUPPLY	PAPER	79.60
STREET	ENVIROSIDE	TESTING	600.00
STREET	FERRELLGAS	GAS	64.11
STREET	GDF ENTERPRISES, INC	MAINTENANCE	475.65
STREET	GEMPLER'S	SUPPLIES	78.45
STREET	WINDOM AUTO VALU	MAINTENANCE	84.10
STREET	JOHNSON HARDWARE	MAINTENANCE	36.19
STREET	LAMPERTS YARDS, INC.	MAINTENANCE	131.29
STREET	MCDONALD & SCHRAMEL	LEGAL FEES	152.00
STREET	MCLAUGHLIN & SCHULZ,	ASPHALT	556.02
STREET	MACQUBEN EQUIP. CO.	MAINTENANCE	2,103.38
STREET	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
STREET	MESSER MACHINE & MFG	MAINTENANCE	8.39
STREET	RUNNING'S SUPPLY	MAINTENANCE	222.14
STREET	SCHWALBACH HARDWARE	MAINTENANCE	379.44
STREET	WENCK ASSOCIATES, IN	SEAL COAT	1,342.13
STREET	COUNTRY PRIDE SERVIC	MAINTENANCE	1,438.69
STREET	WINDOM FARM SERVICE	MAINTENANCE	9.05
STREET	WINDOM QUICK PRINT	PRINTING	50.56
STREET	CARQUEST MOTOR PARTS	MAINTENANCE	63.01
STREET	WINDOM READY MIX	MAINTENANCE	52.72
STREET	DYKE'S AUTO SALVAGE,	MAINTENANCE	26.63
STREET	ESS BROTHERS & SONS,	MAINTENANCE	148.68
STREET	TRI-STATE RENTAL CEN	MAINTENANCE	957.44
	Total for Department 140		16,105.26*
HEALTH & SANITATION	NEAL GRUNEWALD	COMPOST SITE MANAGER	128.00
	Total for Department 145		128.00*
RECREATION	CITIZEN PUBLISHING C	ADVERTISING	25.57
RECREATION	COCA-COLA BOTTLING C	MERCHANDISE	103.00
RECREATION	SUNSHINE FOODS	SUPPLIES	79.30
RECREATION	HEARTLAND IMAGE	SUPPLIES	119.00
RECREATION	A H HERMEL CANDY & T	MERCHANDISE	100.47
RECREATION	HY-VEE FOOD STORE	MERCHANDISE	25.20
RECREATION	MN RECREATION & PARK	MRPA ENTRY FEE	358.00
RECREATION	PIONEER REVERE	MAINTENANCE	104.00
RECREATION	RON ALM	MERCHANDISE	53.64
RECREATION	SOUTHWEST AWARDS	SUPPLIES	42.60

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
RECREATION	WINDOM FASTPITCH	SUPPLIES	139.50
	Total for Department 150		1,150.28*
PARKS	CITIZEN PUBLISHING C	ADVERTISING	25.58
PARKS	COLE PAPER INC.	SUPPLIES	304.46
PARKS	COTTONWOOD COUNTY LA	GARBAGE	10.00
PARKS	COTTONWOOD CO TREASU	DISPATCHING	37.50
PARKS	DAN'S OFFICE SUPPLY	SUPPLIES	110.73
PARKS	WINDOM AUTO VALU	MAINTENANCE	20.18
PARKS	LAMPERTS YARDS, INC.	MAINTENANCE	873.96
PARKS	MESSER MACHINE & MFG	MAINTENANCE	146.83
PARKS	SCHWALBACH HARDWARE	MAINTENANCE	361.21
PARKS	COUNTRY PRIDE SERVIC	MAINTENANCE	1,229.30
PARKS	WINDOM FARM SERVICE	MAINTENANCE	12.11
PARKS	WINDOM QUICK PRINT	PRINTING	1.60
PARKS	CARQUEST MOTOR PARTS	MAINTENANCE	67.18
PARKS	WINDOM READY MIX	MAINTENANCE	34.61
PARKS	BSN SPORTS	SUPPLIES	366.53
	Total for Department 165		3,601.78*
	Total for Fund 01		32,019.37*
LIBRARY	AMAZON.COM	MICROSOFT	204.97
LIBRARY	BBC AUDIO	BOOKS	114.00
LIBRARY	CENTER POINT LARGE P	BOOKS	39.54
LIBRARY	COLE PAPER INC.	SUPPLIES	20.42
LIBRARY	COTTONWOOD COUNTY SO	RECYCLING PICK UP	12.00
LIBRARY	DAN'S OFFICE SUPPLY	PAPER	79.60
LIBRARY	DAN'S OFFICE SUPPLY	SUPPLIES	43.37
LIBRARY	THOMSON GALE	BOOKS	261.38
LIBRARY	INGRAM	BOOKS	2,314.00
LIBRARY	MICROMARKETING	BOOKS & AUDIO	612.95
LIBRARY	MN LIBRARY ASSOCCATI	DUES	79.00
LIBRARY	PLUM CREEK LIBRARY	PLAT BOOK	76.98
LIBRARY	PLUM CREEK LIBRARY	SUMMER READING PROGRAM	86.20
LIBRARY	READERS SERVICE	SUBSCRIPTION	35.72
LIBRARY	SCHWALBACH HARDWARE	MAINTENANCE	433.43
LIBRARY	TIME	SUBSCRIPTION	75.95
LIBRARY	DISNEY MOVIE CHANNEL	MOVIES	37.87
LIBRARY	ARCHITECTURAL DIGEST	SUBSCRIPTION	39.95
LIBRARY	THE HEARST CORPORATI	SUBSCRIPTION	12.00
LIBRARY	MARY ENGELBREIT'S HO	SUBSCRIPTION	29.95
LIBRARY	MN SPORTSMAN	SUBSCRIPTION	16.97
LIBRARY	POPULAR WOODWORKING	SUBSCRIPTION	22.96
LIBRARY	SOUND VISION	SUBSCRIPTION	12.00
	Total for Department 171		4,661.21*
	Total for Fund 03		4,661.21*
	SCHWALBACH HARDWARE	MAINTENANCE	37.10

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Department			37.10*
Total for Fund 04			37.10*
AIRPORT	COOPER CROUSE - HIND	MAINTENANCE	412.00
AIRPORT	JOHNSON HARDWARE	MAINTENANCE	88.13
AIRPORT	SCHWALBACH HARDWARE	MAINTENANCE	1.59
Total for Department 174			501.72*
Total for Fund 11			501.72*
POOL	AMERICAN RED CROSS	LESSONS	464.00
POOL	COCA-COLA BOTTLING C	MERCHANDISE	382.78
POOL	COMMERICAL POOL AND	SUPPLIES	69.07
POOL	LEWIS FAMILY DRUG #5	SUPPLIES	30.52
POOL	HAWKINS WATER TREATM	CHEMICALS	201.82
POOL	A H HERMEL CANDY & T	MERCHANDISE	961.26
POOL	ORIENTAL TRADING CO	SUPPLIES	124.39
Total for Department 175			2,233.84*
Total for Fund 12			2,233.84*
	BOUND TREE	EQUIPMENT	6,880.00
Total for Department			6,880.00*
AMBULANCE	COTTONWOOD CO TREASU	DISPATCHING	200.00
AMBULANCE	DAN'S OFFICE SUPPLY	PAPER	79.60
AMBULANCE	HIGLEY FORD	MAINTENANCE	512.44
AMBULANCE	WINDOM AUTO VALU	MAINTENANCE	12.19
AMBULANCE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
AMBULANCE	MN AMBULANCE ASSOC	DUES	275.00
AMBULANCE	PRAXAIR DISTRIBUTION	SERVICE	338.31
AMBULANCE	WINDOM AREA HOSPITAL	SERVICE	1,506.58
Total for Department 176			2,929.90*
Total for Fund 13			9,809.90*
MULTI-PURPOSE BUILDI	CITIZEN PUBLISHING C	ADVERTISING	135.00
MULTI-PURPOSE BUILDI	WASTE MANAGEMENT OF	HAUL GARBAGE	187.02
MULTI-PURPOSE BUILDI	HEARTLAND PAPER COMP	SUPPLIES	275.14
MULTI-PURPOSE BUILDI	WINDOM AUTO VALU	MAINTENANCE	19.24
MULTI-PURPOSE BUILDI	KDOM RADIO	ADVERTISING	455.00
MULTI-PURPOSE BUILDI	PAMIDA	SUPPLIES	20.53
MULTI-PURPOSE BUILDI	PRAXAIR DISTRIBUTION	SERVICE	10.97
MULTI-PURPOSE BUILDI	RUNNING'S SUPPLY	MAINTENANCE	92.30
MULTI-PURPOSE BUILDI	SCHWALBACH HARDWARE	MAINTENANCE	115.24
MULTI-PURPOSE BUILDI	STONER INDUSTRIAL, I	SERVICE	83.94
MULTI-PURPOSE BUILDI	CARQUEST MOTOR PARTS	MAINTENANCE	57.38
Total for Department 177			1,451.76*

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount

	Total for Fund 14		1,451.76*
LIQUOR	ENVIROMASTER, INC.		39.41
LIQUOR	COCA-COLA BOTTLING C	MERCHANDISE	559.75
LIQUOR	WASTE MANAGEMENT OF	HAUL GARBAGE	54.76
LIQUOR	DAN'S OFFICE SUPPLY	PAPER	79.60
LIQUOR	DAN'S OFFICE SUPPLY	SUPPLIES	21.29
LIQUOR	GOPHER ALARMS	SERVICE	51.12
LIQUOR	A H HERMEL CANDY & T	MERCHANDISE	1,824.30
LIQUOR	GENE LENNING	MILEAGE	161.02
LIQUOR	PAMIDA	SUPPLIES	10.63
LIQUOR	PEPSIAMERICAS	MERCHANDISE	286.25
LIQUOR	S&K LINES	FREIGHT	500.50
	Total for Department 180		3,588.63*
	Total for Fund 60		3,588.63*
	HD SUPPLY WATERWORKD	MAINTENANCE	391.28
	Total for Department		391.28*
WATER	AMERICAN PAYMENT CEN	SERVICE	16.50
WATER	CALIFORNIA CONTRACTO	SUPPLIES	148.40
WATER	CITIZEN PUBLISHING C	ADVERTISING	123.00
WATER	CITIZEN PUBLISHING C	COMP SUPPORT	5.63
WATER	COTTONWOOD CO TREASU	DISPATCHING	100.00
WATER	WASTE MANAGEMENT OF	HAUL GARBAGE	79.09
WATER	DAN'S OFFICE SUPPLY	PAPER	79.60
WATER	DAN'S OFFICE SUPPLY	SUPPLIES	90.50
WATER	FEDERAL EXPRESS CORP	TRANSPORTATION	276.60
WATER	HAWKINS WATER TREATM	CHEMICALS	3,703.92
WATER	GOPHER STATE ONE CAL	LOCATE	19.20
WATER	HIGLEY FORD	MAINTENANCE	10.53
WATER	WINDOM AUTO VALU	MAINTENANCE	12.12
WATER	LAMPERTS YARDS, INC.	MAINTENANCE	47.45
WATER	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
WATER	MN RURAL WATER ASSOC	DUES	200.00
WATER	MN VALLEY TESTING	TESTING	56.25
WATER	SCHWALBACH HARDWARE	MAINTENANCE	409.40
WATER	HD SUPPLY WATERWORKD	MAINTENANCE	2,336.65
WATER	STOREY KENWORTHY	SUPPLIES	13.39
WATER	USA BLUE BOOK	MAINTENANCE	116.04
	Total for Department 181		7,850.05*
	Total for Fund 61		8,241.33*
	B & B TRANSFORMER	INVENTORY	13,700.59
	BORDER STATES ELECTR	MAINTENANCE	1,401.83
	DAKOTA SUPPLY GROUP	MAINTENANCE	2,256.95
	E.A. PEDERSON	MAINTENANCE	7,649.37
	RESCO	INVENTORY	2,474.21

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
	WERNER ELECTRIC	MAINTENANCE	2,136.93
	WESCO DISTRIBUTION,	SUPPLIES	5,005.50
	WINDOM READY MIX	MAINTENANCE	52.72
	DANIEL RIORDAN	REFUND - UTILITY PREPAYM	125.00
	Total for Department		34,803.10*
ELECTRIC	AMERICAN PAYMENT CEN SERVICE		16.50
ELECTRIC	BORDER STATES ELECTR	MAINTENANCE	181.05
ELECTRIC	CENTRAL MINNESOTA MU	DUES	1,000.00
ELECTRIC	CENTRAL MINNESOTA MU	ENERGY DEVELOPMENT	8,818.94
ELECTRIC	CENTRAL MINNESOTA MU	TRANSMISSION	36,864.85
ELECTRIC	CENTRAL MINNESOTA MU	UP POWER	262,052.75
ELECTRIC	CITIZEN PUBLISHING C	ADVERTISING	222.30
ELECTRIC	CITIZEN PUBLISHING C	COMP SUPPORT	5.63
ELECTRIC	CONDUX INTERNATIONAL	MAINTENANCE	316.38
ELECTRIC	COTTONWOOD CO TREASU	DISPATCHING	187.50
ELECTRIC	WASTE MANAGEMENT OF	HAUL GARBAGE	78.72
ELECTRIC	DAKOTA SUPPLY GROUP	MAINTENANCE	68.68
ELECTRIC	DAN'S OFFICE SUPPLY	PAPER	79.60
ELECTRIC	DITCH WITCH OF MN	SERVICE	108.23
ELECTRIC	ENGINEERING UNLIMITE	MAINTENANCE	589.29
ELECTRIC	GDF ENTERPRISES, INC	MAINTENANCE	65.08
ELECTRIC	GOPHER STATE ONE CAL	LOCATE	19.19
ELECTRIC	WINDOM AUTO VALU	MAINTENANCE	122.81
ELECTRIC	KDOM RADIO	ADVERTISING	234.40
ELECTRIC	J. H. LARSON	MAINTENANCE	72.37
ELECTRIC	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
ELECTRIC	MN MUNICIPAL UTILITI	CONNECTOR	250.00
ELECTRIC	RUNNING'S SUPPLY	MAINTENANCE	4.25
ELECTRIC	SCHWALBACH HARDWARE	MAINTENANCE	81.83
ELECTRIC	SEH	SERVICE	4,521.20
ELECTRIC	STONER INDUSTRIAL, I	SERVICE	67.96
ELECTRIC	STOREY KENWORTHY	SUPPLIES	13.39
ELECTRIC	WERNER ELECTRIC	MAINTENANCE	516.48
ELECTRIC	WESCO DISTRIBUTION,	MAINTENANCE	31.34
ELECTRIC	DEPARTMENT OF ENERGY	POWER COST	63,781.56
ELECTRIC	WINDOM AREA DEVELOPM	INDUSTRIAL DEVELOPMENT	1,200.00
ELECTRIC	WINDOM QUICK PRINT	PRINTING	141.67
	Total for Department 182		381,719.73*
	Total for Fund 62		416,522.83*
SEWER	AMERICAN PAYMENT CEN SERVICE		16.50
SEWER	ANALYTICAL PRODUCTS	SUPPLIES	69.00
SEWER	CITIZEN PUBLISHING C	COMP SUPPORT	5.63
SEWER	COTTONWOOD COUNTY LA	GARBAGE	20.00
SEWER	COTTONWOOD CO TREASU	DISPATCHING	100.00
SEWER	DAN'S OFFICE SUPPLY	PAPER	79.60
SEWER	DAN'S OFFICE SUPPLY	SUPPLIES	92.60
SEWER	HAWKINS WATER TREATM	CHEMICALS	1,048.23

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
SEWER	GENERAL REPAIR SERVI	MAINTENANCE	611.16
SEWER	GOPHER STATE ONE CAL	LOCATE	19.19
SEWER	GRUNEWALD GRAVEL	SERVICE	220.00
SEWER	JIFFY-JR. PRODUCTS	SUPPLIES	149.82
SEWER	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.77
SEWER	MN VALLEY TESTING	TESTING	2,016.80
SEWER	RUNNING'S SUPPLY	MAINTENANCE	35.11
SEWER	SCHWALBACH HARDWARE	MAINTENANCE	22.32
SEWER	SOUTHERN MINN CONSTR	MAINTENANCE	613.48
SEWER	STOREY KENWORTHY	SUPPLIES	13.39
SEWER	USA BLUE BOOK	MAINTENANCE	116.00
SEWER	WINDOM FARM SERVICE	MAINTENANCE	178.81
SEWER	WINDOM READY MIX	MAINTENANCE	79.12
	Total for Department 183		5,512.53*
	Total for Fund 63		5,512.53*
ARENA	AMERIPRIDE LINEN CO	SERVICE	61.94
ARENA	COCA-COLA BOTTLING C	MERCHANDISE	17.50
ARENA	COTTONWOOD-SLAYTON V	VET SERVICE	450.00
ARENA	WASTE MANAGEMENT OF	HAUL GARBAGE	612.75
ARENA	DAN'S OFFICE SUPPLY	PAPER	79.60
ARENA	HEARTLAND PAPER COMP	SUPPLIES	756.94
ARENA	HY-VEE FOOD STORE	MERCHANDISE	22.05
ARENA	KDOM RADIO	ADVERTISING	66.50
ARENA	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.77
ARENA	RUNNING'S SUPPLY	MAINTENANCE	63.75
ARENA	SCHWALBACH HARDWARE	MAINTENANCE	224.54
ARENA	STONER INDUSTRIAL, I	SERVICE	9.52
ARENA	STOREY KENWORTHY	SUPPLIES	13.39
ARENA	WINDOM BAKERY	EXPENSE	8.31
ARENA	COUNTRY PRIDE SERVIC	MAINTENANCE	288.99
ARENA	WINDOM PAINTING	MAINTENANCE	150.82
ARENA	WINDOM READY MIX	MAINTENANCE	381.44
ARENA	WINDOM FASTPITCH	SUPPLIES	15.00
ARENA	WORTHINGTON GLASS	MAINTENANCE	555.98
	Total for Department 184		3,784.79*
	Total for Fund 64		3,784.79*
ECONOMIC DEVELOPMENT	BRADLEY & DEIKE, P.A	PROFESSIONAL SERVICE	585.00
ECONOMIC DEVELOPMENT	CITIZEN PUBLISHING C	ADVERTISING	90.00
ECONOMIC DEVELOPMENT	CITIZEN PUBLISHING C	SUBSCRIPTION	68.90
ECONOMIC DEVELOPMENT	DAN'S OFFICE SUPPLY	SUPPLIES	663.75
ECONOMIC DEVELOPMENT	EHLER & ASSOC., INC.	SERVICE	1,080.00
ECONOMIC DEVELOPMENT	HEARTLAND TECHNOLOGY	BILLING SYSTEM FIRE WALL	40.00
ECONOMIC DEVELOPMENT	KDOM RADIO	ADVERTISING	309.00
ECONOMIC DEVELOPMENT	MCDONALD & SCHRAMEL	LEGAL FEES	294.50
ECONOMIC DEVELOPMENT	SIJAMBO CAFE	EXPENSE	48.40
ECONOMIC DEVELOPMENT	SNICKS SIGNS	SIGN	541.72

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ECONOMIC DEVELOPMENT	SUBWAY	EXPENSE	39.25
ECONOMIC DEVELOPMENT	STOREY KENWORTHY	SUPPLIES	13.38
ECONOMIC DEVELOPMENT	WINDOM QUICK PRINT	PRINTING	34.00
	Total for Department 187		3,807.90*
	Total for Fund 67		3,807.90*
RIVERBLUFF ESTATES	BRADY POWERS	MOWING	356.00
	Total for Department 166		356.00*
	Total for Fund 68		356.00*
TELECOMMUNICATIONS	AMERICAN PAYMENT CEN	SERVICE	49.50
TELECOMMUNICATIONS	CITIZEN PUBLISHING C	COMP SUPPORT	16.86
TELECOMMUNICATIONS	WASTE MANAGEMENT OF	HAUL GARBAGE	70.20
TELECOMMUNICATIONS	DAN'S OFFICE SUPPLY	PAPER	238.80
TELECOMMUNICATIONS	EXCESS LOGISTICS	MAINTENANCE	1,029.56
TELECOMMUNICATIONS	FEDER MECHANICAL	MAINTENANCE	689.90
TELECOMMUNICATIONS	FIBER INSTRUMENT SAL	MAINTENANCE	143.98
TELECOMMUNICATIONS	GOPHER STATE ONE CAL	LOCATE	57.57
TELECOMMUNICATIONS	GRAYBAR ELECTRIC CO	MAINTENANCE	873.32
TELECOMMUNICATIONS	HEARTLAND TECHNOLOGY	ISPPREPAY SUPPORT CONTRA	1,500.00
TELECOMMUNICATIONS	HEARTLAND TECHNOLOGY	MERAK MAIL SERVER	630.00
TELECOMMUNICATIONS	HEARTLAND TECHNOLOGY	SERVER MAINTENANCE	1,255.00
TELECOMMUNICATIONS	KARE 11 TELEVISION	SUBSCRIBER	294.80
TELECOMMUNICATIONS	KDOM RADIO	ADVERTISING	84.00
TELECOMMUNICATIONS	MCDONALD & SCHRAMEL	LEGAL FEES	28.50
TELECOMMUNICATIONS	NEW STAR SALES & SER	COPIER MAINTENANCE	30.00
TELECOMMUNICATIONS	QWEST	SERVICE	258.08
TELECOMMUNICATIONS	PAMIDA	SUPPLIES	159.74
TELECOMMUNICATIONS	PDI COMMUNICATIONS,	MAINTENANCE	425.25
TELECOMMUNICATIONS	PLUNKETT'S PEST CONT	SERVICE	426.00
TELECOMMUNICATIONS	RUNNING'S SUPPLY	MAINTENANCE	161.07
TELECOMMUNICATIONS	SCHWALBACH HARDWARE	MAINTENANCE	235.58
TELECOMMUNICATIONS	SIJAMBO CAFE	EXPENSE	39.67
TELECOMMUNICATIONS	STONER INDUSTRIAL, I	SERVICE	38.14
TELECOMMUNICATIONS	TURNER MEDIA GROUP	SIGNAL TRANSPORT	1,708.00
TELECOMMUNICATIONS	WINDOM QUICK PRINT	CONNECTION	1,957.20
TELECOMMUNICATIONS	WOODSTOCK TELEPHONE	SERVICE	186.67
TELECOMMUNICATIONS	LOCKRIDGE GRINDAL NA	SERVICES	312.50
TELECOMMUNICATIONS	LINCOLN MARKETING	AD	309.00
TELECOMMUNICATIONS	UNIVERSAL SERVICE AD	499A FILING FEE	100.00
	Total for Department 199		13,308.89*
	Total for Fund 69		13,308.89*
	Grand Total		505,837.80*

USDA-FmHA Form FmHA 1924-18 <p style="text-align: center;">PARTIAL PAYMENT ESTIMATE</p>	CONTRACT NO. 045-17 PARTIAL PAYMENT ESTIMATE FINAL <hr/> PAGE 1 OF 2
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OWNER: CITY OF WINDOM 2007 SEAL COAT	CONTRACTOR: MORRIS SEAL & TRUCK, INC MORRIS, MN	PERIOD OF ESTIMATE FROM 6//2007 TO 8/11/2007
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CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
NO.	FmHA Approval Date	Amount			
		Additions	Deductions		
1				1. Original Contract.....	\$48,628.00
2				2. Change Orders.....	\$0.00
3				3. Revised Contract (1+2).....	\$48,628.00
4				4. Work Completed*.....	\$39,944.72
5				5. Stored Materials*.....	
6				6. Subtotal (4+5).....	\$39,944.72
7					
8				7. Retainage*.....	\$1,997.24
9				8. Previous Payments.....	\$0.00
10				9. Amount Due (6-7-8).....	\$37,947.48
TOTALS		\$0.00	\$0.00		
NET CHANGE		\$0.00		* Detailed breakdown attachment	

CONTRACT TIME	
Original (days) _____ Revised _____ Remaining _____	On Schedule <input type="checkbox"/> Yes <input type="checkbox"/> No Starting Date _____ Projected Completion _____

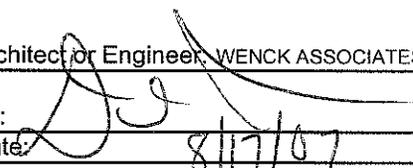
CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

MORRIS SEALCOAT AND TRUCKING, INC
 MORRIS, MN
 By: _____
 Date: _____

ARCHITECT OR ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Architect or Engineer **WENCK ASSOCIATES**
 By: 
 Date: 8/17/07

APPROVED BY OWNER

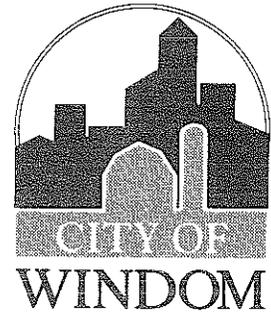
Owner: **CITY OF WINDOM**
 By: _____
 Date: _____

ACCEPTED BY FmHA:

The review and acceptance of this estimate by FmHA does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By: _____
 Date: _____

2007 SEAL COAT										
WINDOM, MINNESOTA 56101										
PAY REQUEST FINAL										
CONTRACT				THIS PERIOD		PREVIOUS TOTAL		TOTAL TO DATE		
ITEM	APPROX. QUANTITY	UNIT	UNIT COST	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
BITUMINOUS MATERIAL	13000	GAL	\$ 2.38	\$ 30,940.00	11160	\$ 26,560.80	0	\$ -	11160	\$ 26,560.80
RED ROCK	600	TON	\$ 29.48	\$ 17,688.00	454	\$ 13,383.92	0	\$ -	454	\$ 13,383.92
TOTAL				\$ 48,628.00		\$ 39,944.72		\$ -		\$ 39,944.72



DATE: August 17, 2007

TO: Windom City Council

From: Al Baloun, Recreation Director
Sally Oltmanns, Pool Manager

Re: Pool Closing for Season

The Windom Pool will be closing for the season on Sunday, August 19, 2007. Sally Oltmanns, Pool Manager, tried to get enough staff to keep the pool open through August 24, however with high school athletic teams practicing and college students returning to school she was unable to get enough staff to operate the pool through August 24th.

The 2007 pool season had a good year. The Windom Pool was busy due to the warm weather that we had this Summer. Attached are the usage statistics for June and July at the Windom Pool.

If you have any questions on the pool closing feel free to contact myself or Sally.



Windom Pool – June 2007

Pool Opened Monday June 4th

Totals for the month of June:

Daily Attendance

Adults:	749
Children:	4510
Aerobics:	97
Lap Swim:	<u>22</u>
	5378

Girl Scout Swim Team: 13

Pool Party: 0

Family Nights: 495

Swim Lessons Session I: 110

Early Closing:

Due to weather: 1

Lack of swimmers: 7

Closed all day: 0

Closed all evening: 1

Family Passes: 141

Student Passes: 43

Adult Passes: 4

Wading Passes: 0

Windom Pool – July 2007

Totals for the month of July:

Daily Attendance

Adults: 920
Children: 5133
Splash Bash: 325
Aerobics: 140
Lap Swim: 31
6549

Girl Scout Swim Team: 13

Pool Party: 2 - 84

Family Nights: 511

Swim Lessons Session II: 116

IPAP - 18

Early Closing:

Due to weather: 2

Lack of swimmers: 7

Closed all day: 0

Closed all evening: 2

Family Passes: 142

Student Passes: 45

Adult Passes: 4

Wading Passes: 0

OFFICE OF COTTONWOOD COUNTY ASSESSOR

900 THIRD AVENUE, WINDOM, MN. 56101

(507)-831-2458

GALE BONDHUS, SAMA
COUNTY ASSESSOR

LISA WILL, CMA
APPRAISER

JEAN GODE, CMA
APPRAISER

SUSAN AMUNDSON
OFFICE MANAGER

July 31, 2007

TO: TOWNSHIP SUPERVISORS/CITY COUNCIL MEMBERS

RE: 2007 BOARD OF APEAL & EQUALIZATION TRAINING

Three dates are now set for Board of Appeal and Equalization Training. The dates are listed below.

1. Wednesday, September 5, 2007 @ 6:30 p.m.
Murray County Court House – Courts Meeting Room
Slayton, MN
County Assessor – Marcy Barritt 507-836-6163
2. Thursday, September 6, 2007 @ 6:30 p.m.
Public Health Building – 266 E Bridge Street
Redwood Falls, MN
County Assessor – Kathy Hillmer – 507-637-4008
3. Tuesday, September 11, 2007 @ 6:30 p.m.
Public Health Building – Human Service Meeting Room
715 2nd Avenue South, St. James, MN
County Assessor – Noreen Curry – 507-375-1205

Please contact the appropriate County Assessor in Murray or Redwood County by Tuesday, September 4, and Watonwan County Assessor by Monday, September 10 to let them know you are planning on attending a session in their county, and how many from your district will be in attendance at that location. Please contact my office at 507-831-2458 if you have any questions.

Sincerely,



Gale Bondhus
Cottonwood County Assessor

Windom

Thomas Riordan } have had the training
JoAnn Ray

Brad Powers } need to take the training
Bob Messer }
Kirby Kruse }
Jean Fast



2007 CGMC Summer Conference Summary Detroit Lakes – July 25-27

Summer Conference

The consensus of most people attending the CGMC Summer Conference was that it was one of the best ever, with excellent legislative panels, enlightening discussion sessions and wonderful hospitality shown by the City of Detroit Lakes.

One interesting fact came out in the Property Tax Relief and Local Sales Taxes legislative panel, and that was that the three tax division chairs in attendance, along with the ranking Republican in the House tax committee, are all opposed to the local option sales tax. Sen. Rod Skoe (DFL-Clearbrook), Rep. Ann Lenczewski (DFL-Bloomington), Rep. Paul Marquart (DFL-Dilworth) and Rep. Dean Simpson (R-Perham) all feel that the local option sales tax undermines the Local Government Aid program. That stimulated discussion, with several city officials speaking out in opposition to their position.

The discussion was also lively in the panel assessing the 2007 legislative session. In that session, House Minority Leader Marty Seifert's (R-Marshall) assessment was quite different than that of Sen. Keith Langseth (DFL-Glyndon) and Rep. Frank Moe (DFL-Bemidji), who represented the majority party in the Legislature.

Attendees also got to hear from State Auditor Rebecca Otto; Major General Larry W. Shellito, Adjutant General of the Minnesota National Guard; and a number of legislators receiving CGMC awards.

The CGMC Labor and Employee Relations Committee also met during the conference. The highlight of the meeting was hearing about the committee's plan to develop a model contract to help cities in their contract negotiations. The Labor and Employee Relations Committee began three years ago at the urging of CGMC member cities. It now has 27 member cities that make voluntary contributions to the program.

CGMC Membership Meeting

The Friday membership meeting began with a legislative issue preview, which provided members with CGMC's expectations for the 2008 session. That helped set the stage for budget discussions. In the end, the city membership assessment policy and rates remained the same as in 2007, but the proposed budget was adjusted to reflect new legislative priorities. The recommended budget changes in each policy area are as follows:

- **Annexation** – Last session, CGMC spent less money than allotted on the annexation program, but Tim Flaherty explained that next session would be an ideal time to make a push for major annexation reform. After hearing presentations on this issue, the members agreed to put more money, not less, into the annexation program in 2008.
- **Transportation** – Due to the unwillingness of the governor to sign a tax bill and Republican legislators to override his veto, Flaherty recommended reducing the transportation budget. The members agreed that this could be done without major harm to greater Minnesota's transportation position in the Legislature. We also under-spent on this program during the 2007 session.

- **Environment** – We over-spent on the environment program last session, but given the makeup of the Legislature, a lawsuit against the Minnesota Pollution Control Agency would be more effective than pursuing legislative changes, according to Flaherty. In the end, the members agreed to continue the legislative effort, but they also agreed to authorize a lawsuit and to pay for it with both CGMC funds and \$50,000 in voluntary contributions from the cities that will be the primary beneficiaries of the lawsuit.
- **Economic Development** – The budget and policy remain the same as in 2007.
- **LGA and Property Tax Relief** – The Local Government Aid and property tax relief budget remains the same as last session. The big issue in this area is the LGA formula, since Rep. Paul Marquart, chair of the House Property Tax Division, has asked city organizations to participate in meetings regarding changes in the formula. Last session, metropolitan cities pushed for formula changes that were harmful to greater Minnesota cities.

During discussions on LGA, Flaherty brought up three questions that the Taxpayer's League, the governor and other interest groups raise in attempts to reduce LGA funding. Those questions and our rebuttals are:

- **Question:** Why should greater Minnesota receive 66% of LGA?
- **Answer:** Only 24% of the state's tax base is in greater Minnesota cities.
- **Question:** Why should the Legislature increase LGA when it only goes to half the people in the state?
- **Answer:** The half receiving it were hurt the most by the 2001 and 2003 tax reforms; as the appropriation grows, so can the number of cities that receive it.
- **Question:** Why fund LGA when it leads to increased city spending?
- **Answer:** The dramatic reduction in LGA in 2003 caused rapid property tax increases in cities that receive local aid.

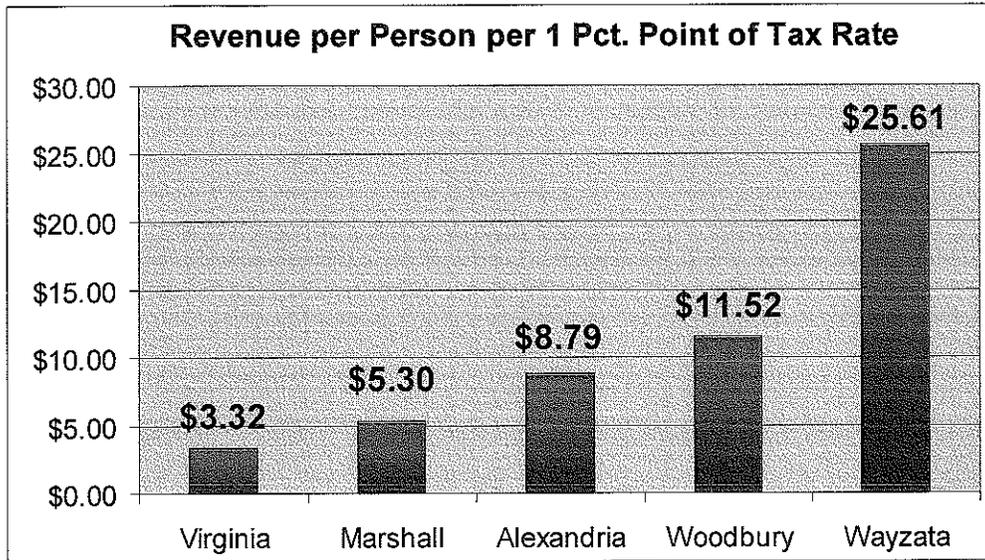
Members also discussed the possibility of a special session. They voted to send a letter to the governor and to legislative leaders requesting a special session that addressed only the tax bill.

The last item on the membership meeting agenda was the election of officers. The members approved the nominating report, which included the election of:

- Mayor Tom Kuntz, Owatonna, president
- Mayor Wayne Wolden, Wadena, first vice-president
- Mayor Tim Strand, Saint Peter, second vice-president
- Mayor Gary Zellmer, North Mankato, secretary
- Community Services Director Scott Hutchins, Moorhead, treasurer
- Mayor Dan Ness, Alexandria, immediate past president

LGA is Critical to Greater Minnesota Cities

Greater Minnesota cities have lower property wealth



Without LGA:

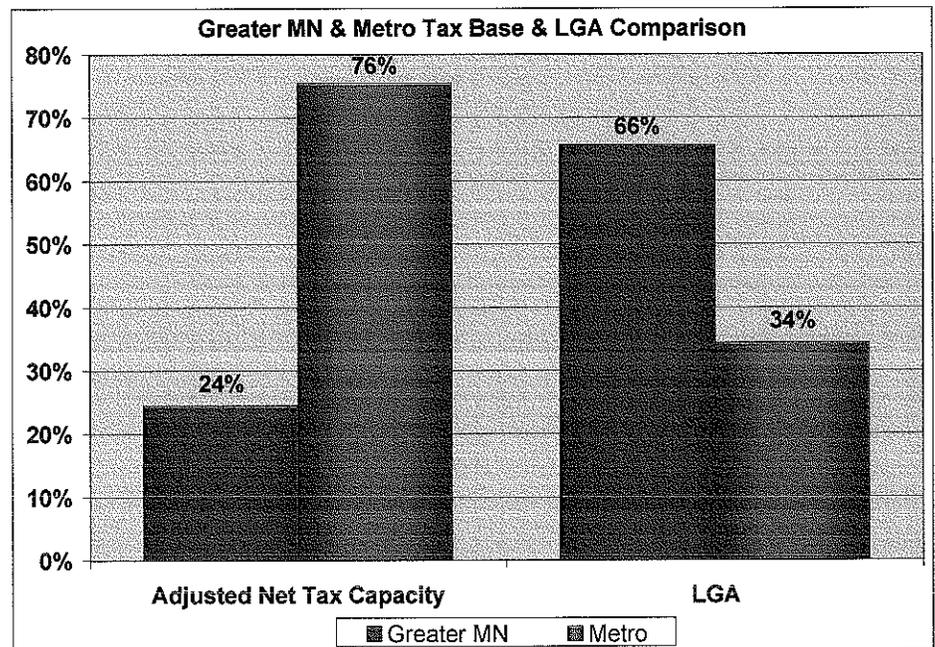
Virginia would need a tax rate nearly three times higher than Alexandria to produce the same level of revenue per person.

Alexandria would need a tax rate three times higher than Wayzata to produce an equal amount of revenue per person.

Greater Minnesota cities receive more LGA because they have lower property wealth

Greater Minnesota cities hold just 24 percent of the adjusted net tax capacity of the total in Minnesota cities.

Due to Greater Minnesota's low tax capacity, Greater Minnesota cities receive 66 percent of the LGA appropriation.



Greater Minnesota cities have to provide more services than most metro communities

- Sewer
- Libraries (regional service)
- Airports (regional service)
- Hospitals (regional service)
- Transit (regional service)
- Detox centers (regional service)



Dedicated to a Strong Greater Minnesota

Summer 2007

Re: CGMC Labor and Employee Relations Committee – 2007-2008 Membership

Dear Local Unit of Government Official:

Labor relations, personnel and employment issues are complex and impact local units of government on a daily basis. Such issues are one of the largest cost items for public employers in terms of direct expenditures and staff time. Local governments need knowledgeable and experienced assistance to help navigate the myriad of laws, regulations, legal precedent, and market patterns governing public labor and employment matters.

This is where the CGMC Labor and Employee Relations Committee (“CGMC Labor Relations Committee”) can help. The Labor Committee is a committee of the Coalition of Greater Minnesota Cities (“CGMC”). The CGMC Labor Relations Committee’s purpose is twofold: 1) to develop a coordinated effort to help greater Minnesota cities manage personnel issues and negotiate labor contracts; and 2) to make available expert and coordinated advice and direct representation, at a significantly reduced rate, on personnel, employment and labor relations issues facing greater Minnesota units of government.

Services provided through the CGMC Labor Relations Committee include:

- Conducting labor relations seminars and developing a communications network for cities;
- Performing statistical analyses;
- Compiling, monitoring, and summarizing contract settlement data and arbitration awards to assist cities in negotiations and arbitrations;
- Monitoring and reporting on state legislation impacting labor and employment laws;
- Publishing a quarterly newsletter; and
- Providing a variety of individual city consultation services on day-to-day labor relations and employment law issues and direct representation for negotiations through arbitration.

In addition to the above services, the CGMC Labor Relations Committee also conducts major research projects. One such project recently completed was a user-friendly, annotated reference manual for local units of government describing how Minnesota’s various labor relations processes (e.g., labor negotiations, mediation, arbitration, etc.) currently work and identifying problems and possible solutions to improve such processes. A handout describing this reference manual, entitled “Improving Minnesota’s Labor Relations Laws and Processes” is enclosed for your review. If your city joins the CGMC Labor Relations Committee this year, you will receive a copy of this valuable reference manual with your membership.

2007-2008 will no doubt be another busy year for the CGMC Labor Relations Committee. While the Committee will be continuing to provide all of the above services, it has also begun another major project similar to the Committee's reference manual project. This year and possibly into the following fiscal cycle, the CGMC Labor Relations Committee will continue our efforts to research and develop an annotated model labor contract for use by member greater Minnesota local units of government. This project will include the development of specific model labor contract provisions with explanatory references and annotations. This, like the above-mentioned reference manual, will be a valuable resource for use by members in evaluating existing labor contracts and assisting members with negotiating improvements thereto.

The CGMC Labor Relations Committee is currently funded entirely through a \$.23 per capita voluntary membership fee, with a \$1,000 minimum and a \$10,000 maximum.

Please find enclosed for your review a membership form and an information packet describing the CGMC labor program and how your city can become a member for 2007-2008. **Please fill out and fax the enclosed form to Chris Hood, Flaherty & Hood, P.A., at (651) 225-9088. Services for 2007-2008 will begin September 1, 2007 and continue through August 31, 2008, and you may join at any time.**

We believe that the CGMC Labor and Employee Relations Committee provides a valuable service to greater Minnesota local units of government and encourage you to join this effort. If you have questions or need additional information, please contact Eric Sorensen, City Manager, Winona, at (507) 457-8234, Brenda Cossette, Human Resources Director, Fergus Falls, at (218) 739-0140, or Chris Hood or Brandon Fitzsimmons, Flaherty & Hood, P.A., at (651) 225-8840. Thank you for your consideration.

Sincerely yours,



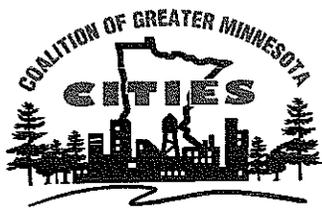
Eric Sorensen, Winona City Manager, and
CGMC Labor Relations Committee Co-Chair

Sincerely yours,



Brenda Cossette, Fergus Falls Human
Resources Dir., and CGMC Labor Relations
Committee Co-Chair

Enclosures



CGMC Labor and Employee Relations Committee: FAQ's

What is the purpose?

Joint City Action – To develop a coordinated effort to help greater Minnesota cities manage personnel issues and negotiate labor contracts through research and database development, by advocating positive changes to labor processes, and by providing a forum for discussing and implementing uniform labor policies and negotiating strategies.

Individual City Consultation Service – To make available expert and coordinated advice, at a significantly reduced rate, on employment and labor issues facing greater Minnesota cities.

Who can join and what is the cost?

Membership in the Committee is open to any city in greater Minnesota. The membership fee is \$.23 per capita (min. fee is \$1,000/ max. fee is \$10,000) and funds all committee, joint action activities.

- Member cities are also entitled to receive up to 25 hours of individual consultation services on any labor or employment issues, billed to the city requesting such services, at the reduced government rate of \$85 per hour. See list of available consultation services attached.
- Individual city consultation services exceeding 25 hours will be billed to a city requesting such services at the reduced government service rates contained in the attached Fee Schedule.

What services does my city get through joining the Committee?

Joint Action Committee Program – Members will receive a coordinated effort among greater Minnesota cities on employment and labor relations issues. The kinds of services may include:

- Database development and statistical research and analysis – Develop and maintain a useful, up-to-date database statistically identifying comparable cities and tracking arbitration awards and contract settlements from greater Minnesota cities.
- Communications network – Provide a communications network to update and facilitate dialogue between greater Minnesota cities on labor and employment issues and patterns, including a quarterly newsletter, meetings, and periodic workshops and seminars.
- Develop and implement coordinated negotiation, contract, legislative, policy and legal strategies in handling public employment and labor relations issues.

Consultation Service Program for Individual Cities – Cities may request advice and assistance on any labor or employment matter, including but not limited to the following:

- Advice on hiring, disciplining, or terminating an employee;
- Interpretation of employment policies and collective bargaining agreement provision;
- Compliance with PELRA, ADA, FLSA, FMLA, Data Practices Act, Open Meeting Law, Veteran's Preference Act, etc.;
- Representation in negotiations, grievances, mediation, arbitration, litigation, or appeals;
- Drafting of personnel policies and collective bargaining agreement provisions; and
- Analysis of ability to pay, wages and benefits of comparable cities, and arbitrator selection.

For more information or to join the Committee, please contact Chris Hood, Flaherty & Hood, P.A., at 651.225.8840 or cmhood@flaherty-hood.com.



Labor and Employee Relations Committee

2006-2007 MEMBERS

Brainerd
Crookston
East Grand Forks
Eveleth
Fergus Falls
Glencoe
Grand Rapids
Hawley
Hibbing
Janesville
La Crescent
Luverne
Mankato
Marshall
Melrose
Melrose PUC
Moorhead
Moorhead Public Service
Mora
Owatonna
Park Rapids
Perham
Red Wing
Thief River Falls
Wadena
Warren
Waseca
Winona
Worthington

Greater Minnesota Labor and Employment Bulletin

Punch In: A newsletter of the CGMC Labor and Employee Relations Committee

June 2007



The Greater Minnesota Labor and Employment Bulletin is published by the Coalition of Greater Minnesota Cities Labor & Employee Relations Committee (Labor Committee) for CGMC members interested in relevant and timely information on labor and employment issues.

This special edition includes a summary of relevant legislation from the 2007 regular legislative session.

2007 Spring Labor Relations Seminar

In April, the CGMC Labor Committee held its third annual seminar in Melrose for nearly 60 local government representatives.

Thank you to program participants: Moorhead City Manager Bruce Messelt, CGMC Labor Committee co-chair; Fergus Falls Human Resources Director Brenda Cossette; Crookston City Administrator Aaron Parrish; and Jan Petersen, City Attorney for Sartell and St. Cloud and Of-Counsel, Flaherty & Hood, P.A.

Thank you, also, to the City of Melrose for their hospitality.

Labor and Employment Laws Passed During 2007 Legislative Session

The following is a summary of bills that were passed by the Minnesota Legislature and signed into law by the governor:

Duluth Post-Employment Benefit Accounts

Chapter 14 (Effective day following local approval) - HF 163-Humtley/SF 60-Prettner Solon

- ✓ Authorizes Duluth to establish two funds for separate purposes: 1) money may be held in trust by the Public Employees Retirement Association (PERA) for payment of post employment benefits owed to retired employees under labor agreements; and 2) money may be invested by the State Board of Investment for debt service payments for the city's street improvement program and other uses approved under section 54(E) of the Duluth Charter.

Access to and Review of Personnel Records

Chapter 119 (Effective 1/1/08) - HF 287-Holberg/SF 221-Newville

- ✓ Requires private employers to provide new employees with written notice of their rights and remedies relating to access to and review of their personnel records and to post notice of such rights in the work place. "Employer" for purposes of application of this law does not include a state agency, statewide system, political subdivision, or advisory board or commission that is subject to chapter 13 (Minnesota Government Data Practices Act). See Minn. Stat. § 181.9631. This law, therefore, does not apply to cities.

Representation and Mediation Data - Omnibus Data Practices Bill

Chapter 129 (Effective 8/1/07) - HF 1360-Simon/SF 596-Olson, M.

- ✓ A section of this law relates to Bureau of Mediation Services (BMS) data and simply separates this classification from the

Department of Labor and Industry classification and recodifies prior law for BMS data, which provides that authorization signatures or cards furnished in support of a petition filed or election conducted to establish an exclusive representative, and the ballots thereof, prior to the time of tabulation, are classified as protected nonpublic data or confidential data on individuals.

✓ Data received or maintained by BMS during the course of providing mediation services to the parties to a labor dispute under chapter 179A are classified as protected nonpublic data or confidential data on individuals, except to the extent the commissioner of BMS determines access to such data is necessary to fulfill the requirements of section 179A.16 (i.e., interest arbitration) or to identify the general nature of or parties to a labor dispute. See Minn. Stat. § 13.7908.

Arbitrator Fees/Minors and Liquor/Whistle-blower - Omnibus Jobs, Economic Development, and Housing Finance Bill

Chapter 135 (Effective 8/1/07) - HF 122-Rukavina/SF 62-Tomassoni
Among many other requirements, requires the following:

a. Art. 2, Sec. 20 - BMS Arbitrator Fees

Specifies that labor arbitrator application fees for arbitrators on the BMS referral list will increase to \$100 per year for initial and renewals beginning July 1, 2007. See Minn. Stat. § 179A.04, subd. 3.

b. Art. 2, Sec. 21 - Prohibited Employment Relating to the Presence of Liquor

Prohibits employing anyone under the age of 18 where liquor is served or consumed or in any capacity that involves liquor, including serving, dispensing or handling liquor that are consumed on the premises, with certain exceptions. See Minn. Stat. § 181A.115.

c. Art. 3, Sec. 16 - Whistle-blower

Prohibits certain retaliatory actions (e.g., discharge, discipline, threaten, otherwise discriminate against, or penalize an employee regarding the employee's compensation, terms, conditions, location, or privileges of employment) against a public employee who communicates the findings of a scientific or technical study that the employee believes to be true and accurate. See Minn. Stat. § 181.932.

d. Art. 3, Sec. 17 - Whistle-blower

Provides additional remedies for violation of the above whistle-blower protection statute, including but not limited to reinstatement, back-pay, restoration of lost service credit, if appropriate, compensatory damages, and the expungement of any adverse records of an employee who was the subject of the alleged acts of misconduct. See Minn. Stat. § 181.935.

e. Art. 3, Sec. 39 - Whistle-blower Report

By January 15, 2008, the commissioner of labor and industry shall report to the Legislature its recommendations for implementing an administrative review procedure to address whistle-blower protection complaints under Section 181.932.

2007 Labor and Employment Bills Failed to Pass

The following is a summary of bills that were introduced, received action, but did NOT pass the 2007 Minnesota Legislature:

Union Business Communications HF 611-Anzelc/SF 539-Tomassoni

Sought to prohibit certain management rights regarding communications in the workplace between unions and employees and provided stiff penalties for violations by employers, including cities. Specifically, the bill provided that an employer may not refuse to hire a job applicant or discipline or discharge any employee because the applicant or employee had received or responded to a communication from an employee organization or labor organization. Nor shall an employer prohibit any employee from receiving communications from an employee organization at their work location, work mailbox, in an employee break room or meal area, or on their work computer.

The bill received significant action being amended in committee several times and passing to the House floor. However, the bill stalled in the Senate and was never voted upon by either the full House or Senate. It remains to be seen given the significant action on this legislation whether it will be proposed again in 2008.

Union Organization Meetings/Equal Access HF 363-Mullery

Related to employers meetings seeking to dissuade employees from unionizing where the employer requires employees to attend such meetings. It required the employer to allow the employee organization equal access to employees at the meetings; provided for card-check procedures for certifying an exclusive representative; specified the tax treatment of employer expenditures related to opposing employee unionization efforts; and provided penalties for violations.

The bill did not have a companion in the Senate and failed to move out of committee in the House.

Part-time Peace Officers HF 252-Anzelc/SF 132-Saxhaug

Sought to repeal Minn. Stat. § 626.8465, subd. 3, and § 626.8468, subd. 1 relating to certain limitations and restrictions on part-time peace officers. Specifically, the bill sought to repeal city and county authority to temporarily appoint part-time peace officers in case of emergencies that are exempt from the statutory training and licensing requirements. Thus, all part-time peace officers would have been required to be trained and licensed even in emergencies. Further, the bill sought to repeal the cap on the number of part-time peace officers that may be licensed and employed.

The bill stalled in committee and failed to receive a hearing in any committee of the House or Senate.

Expanded Use of Sick Leave HF 219-Walker/SF 1128-Erickson Ropes

Sought to extend required personal sick leave benefits for all employers including cities to include care for an employees spouse, sibling, parent, grandparent, stepparent, or domestic partner.

The bill passed through several committees in both the House and Senate before stalling. Given the progress of this bill in both bodies, it is likely to reappear in 2008.

Definition of Disability HF 217-Walker/SF 1315-Latz

Sought to amend the definition of disability under the Minnesota Human Rights Acts to include any person who is addicted to a mood altering chemical other than nicotine.

The bill stalled in committee and failed to receive a hearing in any committee of the House or Senate.

Settlement Update

At the CGMC Labor Relations Seminar in April, participants were provided with a settlement update form to complete and return for us to compile. The results are as follows:

SETTLEMENTS OF GREATER MINNESOTA CITIES: 2006 -2008

GENERAL WAGE INCREASES

	Bargaining Units						
	Police	Police Sergeants /Supv.	Fire	Public Works	Clerical	Professional	Non Union
2006 AVERAGES	2.95%	2.92%	2.81%	2.95%	2.84%	2.91%	2.92%
Sample Size	57	30	15	35	26	22	33
2007 AVERAGES	3.10%	3.19%	2.95%	2.94%	2.85%	2.81%	2.85%
Sample Size	39	22	11	28	21	18	23
2008 AVERAGES	3.26%	3.00%	3.25%	2.91%	2.78%	2.80%	2.97%
Sample Size	16	10	5	17	10	7	9

HEALTH INSURANCE (LOWEST COST PLAN)

	City Contribution				Employee Contribution			
	Single		Family		Single		Family	
	%	\$	%	\$	%	\$	%	\$
2006 AVERAGES	95%	\$428	79%	\$799	8%	\$30	21%	\$184
Sample Size	31	27	28	33	30	26	27	32
2007 AVERAGES	95%	\$434	77%	\$809	5%	\$21	19%	\$190
Sample Size	29	25	25	28	28	21	24	25
2008 AVERAGES	92%	\$540	77%	\$599	8%	\$0	23%	\$461
Sample Size	10	5	8	5	10	2	8	1

2006-07 Labor Committee New Member: Welcome to the City of Wadena!

All members are encouraged to contact local governments in your region and ask them to join the CGMC Labor & Employee Relations Committee. Only by expanding our membership will we be able to expand our programs and influence throughout the state.

Mark Your Calendars - July 26, 2007

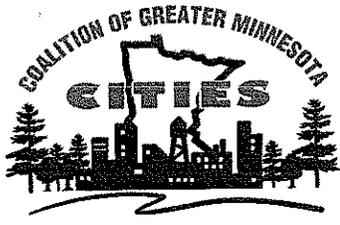
We hope all members will attend the CGMC Labor Committee's annual meeting at 1 p.m. on July 26, 2007 in Detroit Lakes at the Holiday Inn Lakeside. Hotel information is available on the CGMC's website at: www.greatermncities.org/calendar.

The agenda includes discussion of the committee's budget, work plan, and policies for the 2007-08 fiscal year as well as a review of our 2006-07 accomplishments. The 2007-08 work project, which includes the development of an annotated model collective bargaining agreement, also will be discussed. Materials will be e-mailed prior to the meeting.

There will be an option to participate by telephone. Please contact Chris or Brandon (below) with any questions.

Questions?

If you have questions or need additional information or consultation, please contact Chris Hood or Brandon Fitzsimmons by phone: 651.225.8840 or via email at cmhood@flaherty-hood.com or bmfitzsimmons@flaherty-hood.com.



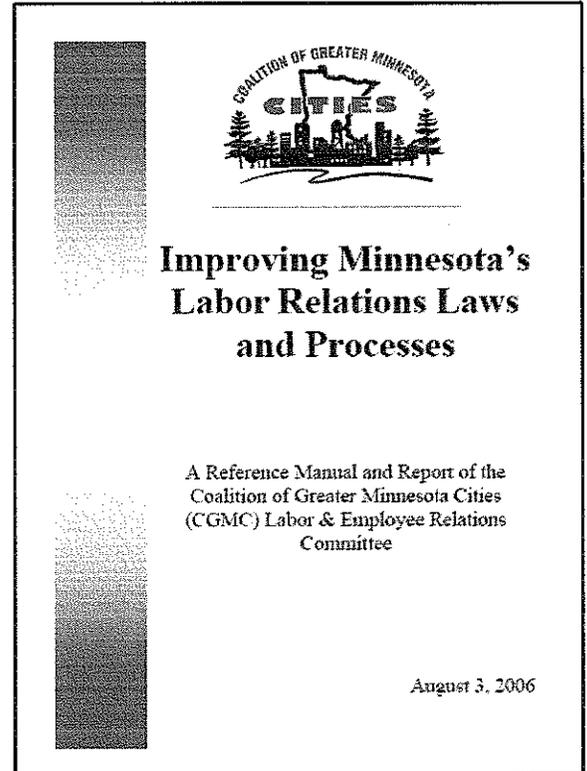
**A special notice to all CGMC member cities
from the Labor and Employee Relations Committee:**

IMPROVING MINNESOTA'S LABOR RELATIONS LAWS AND PROCESSES

A Reference Manual and Report of the Coalition of Greater Minnesota Cities (CGMC) Labor & Employee Relations Committee is now available to all cities that join the committee!

**LABOR RELATIONS PROCESS REFERENCE MANUAL
AND GUIDE**

- ✓ Easy to follow, user-friendly reference manual identifying and analyzing how Minnesota's labor processes currently work
- ✓ Footnoted with references to applicable statutes and rules
- ✓ Contains detailed step-by-step analysis of the following labor relations processes:
 - Labor contract/collective bargaining agreement negotiations
 - Interest (contract impasse) arbitration
 - Grievance (contract interpretation dispute) arbitration
 - Independent review
 - BMS petition and hearing procedures
 - Strike process
- ✓ Identifies specific issues or problems that greater Minnesota cities have experienced while utilizing Minnesota's labor relations processes, including the following
 - Labor contract negotiations – change in past practice and negotiable issues
 - Interest arbitration – certification of issues, motion practice, factors considered
 - Grievance arbitration – arbitrator selection and time to issue awards
 - Independent review – repeal independent review statute
 - BMS hearing procedures – factors considered and union eligibility
 - Strike process – effect of contract following expirations and replacement workers
- ✓ Makes recommendations to improve such processes
- ✓ Establishes a baseline for future legislative action





Labor and Employee Relations Committee

SETTLEMENTS OF GREATER MINNESOTA CITIES: 2006-2008

GENERAL WAGE INCREASES

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Chapter 25: On-Call

Model Provisions

Recommended Provision

Provides language that is recommended for cities to propose during negotiations and include in labor contracts.

A provision for on-call is not recommended to be included in a labor contract.

Acceptable Provision

Provides language that is acceptable—but not recommended—for cities to include in labor contracts as a compromise with unions.

ARTICLE 25. On-Call

Section 25.1. Duties and Responsibilities

All employees required by the employer to be on-call when they are not on duty for a scheduled shift, must do the following: (1) carry their pager for the duration that they are on-call; (2) respond to a call within 5 minutes; and (3) reach the location called to within 20 minutes. While an employee is on-call, they are not required to remain on the employer's premises nor are they required to remain so close to the employer's premises that he or she cannot use the on-call time effectively for his or her own purposes.

Section 25.2. Compensation

Employees required to be on-call will be compensated for one hour of pay at their base rate of pay for every 24 hours they are required to be on-call.

Section 25.3. Not Hours Worked

The hours in which an employee is on-call and not responding to a call are not counted as hours worked in calculating hours worked for overtime purposes.

Annotation

Discussion

Provides background on the contract subject covered and describes provisions to include or exclude from a provision in a labor contract covering the contract subject.

The employer should have full discretion to determine the circumstances, terms, and conditions of employees being on-call. Thus, no language arguably limiting or restricting such discretion should be included in labor contracts. If a union insists on including such a provision, a city should include language that does the following:

1. Describes the duties and responsibilities of an employee who is on-call.
2. Expressly provide that the circumstances under which time on-call is not considered hours worked for the purposes of determining hours in which the minimum wage and overtime must be paid under the FLSA.
3. Describe the compensation amount and the length of time an employee must be on-call before being paid that amount.

Applicable Laws

Cites to the applicable laws, rules, or regulations cities should review as guidance in drafting provisions covering the contract subject.

29 C.F.R. 785.17 (On-call Time)



Dedicated to a Strong Greater Minnesota

2007-2008 MEMBERSHIP PARTICIPATION FORM

CGMC Labor and Employee Relations Committee

Local Unit of Government Name: _____

Please check (✓) the box below:

YES, we want to join the CGMC Labor Committee.

The CGMC Labor and Employee Relations Committee is funded by its members through a \$.23 per capita voluntary membership fee (Minimum fee of \$1,000; Maximum fee of \$10,000).

Please insert the amount of your 2007/2008 membership fee: \$ _____.

Please make check payable to CGMC and send payment along with a copy of this form to:

Scott Hutchins, CGMC Treasurer
City of Moorhead
500 Center Avenue, Box 779
Moorhead, MN 56560

Contact Information. Please provide the following committee contact information for your local unit of government manager, administrator, or human resources director serving on the committee:

Name: _____ Title: _____

Address: _____

Telephone: _____ Fax: _____
Email: _____

Please also fax (651-225-9088) or mail this completed form to Chris Hood, Flaherty & Hood, P.A., 525 Park Street, Suite 470, St. Paul, Minnesota 55103. Thank you.

Estimated 2008 LGA under Vetoed Tax Bill

CGMC Members

City	LGA 07	Certified LGA 08	Certified LGA 08-07	LGA 08 under Vetoed Tax Bill	LGA 08 Tax bill - Certified LGA 08
Albert Lea	\$5,620,736	\$5,331,666	-\$289,070	\$6,056,441	\$724,775
Alexandria	\$1,638,757	\$1,341,156	-\$297,601	\$1,553,751	\$212,595
Austin	\$7,303,280	\$7,620,975	\$317,695	\$8,273,015	\$652,040
Babbitt	\$293,073	\$343,073	\$50,000	\$434,034	\$90,961
Bemidji	\$3,327,034	\$3,068,058	-\$258,976	\$3,452,941	\$384,883
Benson	\$1,014,669	\$944,287	-\$70,382	\$1,083,015	\$138,728
Brainerd	\$3,904,428	\$3,958,462	\$54,034	\$4,509,837	\$551,375
Breckenridge	\$1,239,446	\$1,250,960	\$11,514	\$1,419,748	\$168,788
Chisholm	\$2,406,186	\$2,335,446	-\$70,740	\$2,872,559	\$537,113
Cokato	\$501,492	\$470,261	-\$31,231	\$542,682	\$72,421
Crookston	\$2,997,344	\$3,159,121	\$161,777	\$3,682,674	\$523,553
Detroit Lakes	\$1,142,856	\$919,647	-\$223,209	\$1,019,931	\$100,284
Dilworth	\$624,059	\$594,564	-\$29,495	\$685,485	\$90,921
East Grand Forks	\$2,701,018	\$2,678,942	-\$22,076	\$3,105,552	\$426,610
Ely	\$1,621,228	\$1,554,634	-\$66,594	\$1,997,826	\$443,192
Eveleth	\$1,937,730	\$2,041,813	\$104,083	\$2,249,978	\$208,165
Faribault	\$6,251,586	\$5,842,432	-\$409,154	\$6,572,115	\$729,683
Fergus Falls	\$4,086,565	\$3,987,564	-\$99,001	\$4,547,234	\$559,670
Gilbert	\$658,725	\$613,508	-\$45,217	\$855,825	\$242,317
Glencoe	\$1,198,938	\$1,166,314	-\$32,624	\$1,351,782	\$185,468
Glenwood	\$782,600	\$737,415	-\$45,185	\$852,960	\$115,545
Grand Rapids	\$1,410,810	\$1,204,051	-\$206,759	\$1,394,456	\$190,405
Granite Falls	\$744,124	\$698,748	-\$45,376	\$811,472	\$112,724
Hawley	\$407,039	\$441,539	\$34,500	\$510,540	\$69,001
Hibbing	\$7,553,987	\$8,007,516	\$453,529	\$8,914,575	\$907,059
Hoyt Lakes	\$304,931	\$281,043	-\$23,888	\$519,087	\$238,044
International Falls	\$3,185,895	\$3,386,933	\$201,038	\$3,789,010	\$402,077
Janesville	\$617,329	\$674,961	\$57,632	\$790,225	\$115,264
Kenyon	\$518,706	\$528,100	\$9,394	\$610,631	\$82,531
La Crescent	\$589,082	\$566,362	-\$22,720	\$656,341	\$89,979
Le Sueur	\$969,041	\$934,550	-\$34,491	\$1,079,030	\$144,480
Litchfield	\$1,730,012	\$1,753,432	\$23,420	\$2,032,572	\$279,140
Luverne	\$1,350,978	\$1,267,094	-\$83,884	\$1,464,520	\$197,426
Mankato	\$7,805,433	\$7,294,878	-\$510,555	\$8,203,224	\$908,346
Marshall	\$2,555,322	\$2,481,314	-\$74,008	\$2,801,004	\$319,690
Melrose	\$760,286	\$734,036	-\$26,250	\$847,733	\$113,697
Montevideo	\$1,761,362	\$1,776,218	\$14,856	\$2,060,593	\$284,375
Moorhead	\$7,832,982	\$7,698,569	-\$134,413	\$8,662,376	\$963,807
Mora	\$677,214	\$727,285	\$50,071	\$827,427	\$100,142
Mountain Iron	\$718,350	\$825,649	\$107,299	\$1,040,248	\$214,599
New Ulm	\$4,068,713	\$4,521,077	\$452,364	\$5,158,272	\$637,195
North Mankato	\$1,606,057	\$1,747,247	\$141,190	\$1,958,882	\$211,635
Owatonna	\$4,337,655	\$4,122,060	-\$215,595	\$4,606,065	\$484,005
Park Rapids	\$509,399	\$500,897	-\$8,502	\$577,323	\$76,426
Perham	\$562,678	\$534,009	-\$28,669	\$616,627	\$82,618
Princeton	\$771,267	\$741,676	-\$29,591	\$854,869	\$113,193

Source: MN Dept. of Revenue Data

Calculations prepared by Flaherty and Hood, P.A. for the Coalition of Greater MN Cities, 8/15/2007.

City	LGA 07	Certified LGA 08	Certified LGA 08-07	LGA 08 under Vetoed Tax Bill	LGA 08 Tax bill - Certified LGA 08
Red Wing	\$1,241,269	\$1,410,476	\$169,207	\$1,684,989	\$274,513
Redwood Falls	\$1,223,023	\$1,161,104	-\$61,919	\$1,345,976	\$184,872
Rochester	\$6,343,929	\$7,620,306	\$1,276,377	\$8,403,780	\$783,474
Roseau	\$621,561	\$658,970	\$37,409	\$761,292	\$102,322
Rushford	\$518,226	\$573,225	\$54,999	\$683,222	\$109,997
Sartell	\$62,468	\$0	-\$62,468	\$0	\$0
Sauk Rapids	\$2,131,899	\$1,998,307	-\$133,592	\$2,266,468	\$268,161
St. Charles	\$682,939	\$747,520	\$64,581	\$876,682	\$129,162
St. James	\$1,333,378	\$1,396,568	\$63,190	\$1,522,949	\$126,381
St. Joseph	\$841,993	\$801,839	-\$40,154	\$929,388	\$127,549
St. Peter	\$2,216,431	\$2,405,110	\$188,679	\$2,782,468	\$377,358
Staples	\$1,010,908	\$1,025,933	\$15,025	\$1,184,713	\$158,780
Thief River Falls	\$2,339,780	\$2,432,768	\$92,988	\$2,820,766	\$387,998
Virginia	\$3,916,779	\$4,186,252	\$269,473	\$4,725,198	\$538,946
Wadena	\$1,155,081	\$1,225,463	\$70,382	\$1,366,226	\$140,763
Waite Park	\$0	\$110,271	\$110,271	\$126,381	\$16,110
Warren	\$469,959	\$497,519	\$27,560	\$552,639	\$55,120
Warroad	\$560,226	\$624,486	\$64,260	\$753,007	\$128,521
Waseca	\$2,545,933	\$2,447,542	-\$98,391	\$2,837,887	\$390,345
Willmar	\$4,614,068	\$4,374,578	-\$239,490	\$4,942,930	\$568,352
Windom	\$1,259,302	\$1,294,749	\$35,447	\$1,496,646	\$201,897
Winona	\$10,056,088	\$9,911,969	-\$144,119	\$11,282,707	\$1,370,738
Worthington	\$2,980,671	\$3,059,814	\$79,143	\$3,486,967	\$427,153
Total	\$152,726,313	\$153,374,311	\$647,998	\$174,739,768	\$21,365,457
Other Regional Centers					
Duluth	\$27,840,176	\$29,061,709	\$1,221,533	\$31,504,774	\$2,443,065
St. Cloud	\$11,469,416	\$11,710,745	\$241,329	\$13,177,976	\$1,467,231
Selected Metro Cities					
Andover	\$0	\$0	\$0	\$0	\$0
Anoka	\$1,267,701	\$947,030	-\$320,671	\$1,092,574	\$145,544
Apple Valley	\$0	\$0	\$0	\$0	\$0
Blaine	\$0	\$0	\$0	\$0	\$0
Bloomington	\$0	\$0	\$0	\$0	\$0
Brooklyn Center	\$1,229,388	\$1,113,243	-\$116,145	\$1,286,560	\$173,317
Brooklyn Park	\$0	\$0	\$0	\$0	\$0
Burnsville	\$0	\$0	\$0	\$0	\$0
Champlin	\$0	\$0	\$0	\$0	\$0
Chanhassen	\$0	\$0	\$0	\$0	\$0
Chaska	\$50,000	\$50,000	\$0	\$50,000	\$0
Columbia Heights	\$1,238,594	\$1,260,148	\$21,554	\$1,456,807	\$196,659
Coon Rapids	\$450,000	\$450,000	\$0	\$450,000	\$0
Cottage Grove	\$0	\$0	\$0	\$0	\$0
Crystal	\$1,273,345	\$1,742,380	\$469,035	\$2,015,049	\$272,669
Eagan	\$0	\$0	\$0	\$0	\$0
Eden Prairie	\$0	\$0	\$0	\$0	\$0
Edina	\$0	\$0	\$0	\$0	\$0

Source: MN Dept. of Revenue Data

Calculations prepared by Flaherty and Hood, P.A. for the Coalition of Greater MN Cities, 8/15/2007.

City	LGA 07	Certified LGA 08	Certified LGA 08-07	LGA 08 under Vetoed Tax Bill	LGA 08 Tax bill - Certified LGA 08
Forest Lake	\$0	\$0	\$0	\$0	\$0
Fridley	\$382,341	\$722,306	\$339,965	\$832,195	\$109,889
Golden Valley	\$0	\$0	\$0	\$0	\$0
Ham Lake	\$0	\$0	\$0	\$0	\$0
Hamburg	\$57,309	\$57,363	\$54	\$65,905	\$8,542
Hastings	\$153,586	\$125,703	-\$27,883	\$141,800	\$16,097
Hopkins	\$50,000	\$50,000	\$0	\$50,000	\$0
Hugo	\$0	\$0	\$0	\$0	\$0
Inver Grove Heights	\$0	\$0	\$0	\$0	\$0
Lakeland	\$123,518	\$119,351	-\$4,167	\$119,351	\$0
Lakeville	\$0	\$0	\$0	\$0	\$0
Lilydale	\$4,854	\$4,589	-\$265	\$4,589	\$0
Lino Lakes	\$0	\$0	\$0	\$0	\$0
Little Canada	\$0	\$225,168	\$225,168	\$413,552	\$188,384
Maple Grove	\$0	\$0	\$0	\$0	\$0
Maplewood	\$0	\$0	\$0	\$0	\$0
Mendota Heights	\$0	\$0	\$0	\$0	\$0
Minneapolis	\$83,980,640	\$82,230,891	-\$1,749,749	\$95,333,712	\$13,102,821
Minnetonka Beach	\$0	\$0	\$0	\$0	\$0
Minnetrista	\$0	\$0	\$0	\$0	\$0
Mounds View	\$38,729	\$121,371	\$82,642	\$138,203	\$16,832
New Brighton	\$0	\$0	\$0	\$0	\$0
New Hope	\$106,466	\$449,578	\$343,112	\$516,243	\$66,665
Newport	\$622,769	\$684,156	\$61,387	\$845,203	\$161,047
North St. Paul	\$1,537,761	\$1,816,975	\$279,214	\$2,285,068	\$468,093
Oakdale	\$0	\$0	\$0	\$0	\$0
Plymouth	\$0	\$0	\$0	\$0	\$0
Prior Lake	\$0	\$0	\$0	\$0	\$0
Ramsey	\$0	\$0	\$0	\$0	\$0
Richfield	\$2,007,206	\$2,175,689	\$168,483	\$2,513,175	\$337,486
Robbinsdale	\$1,005,425	\$1,235,352	\$229,927	\$1,429,789	\$194,437
Rogers	\$0	\$0	\$0	\$0	\$0
Rosemount	\$0	\$0	\$0	\$0	\$0
Roseville	\$0	\$0	\$0	\$0	\$0
Savage	\$0	\$0	\$0	\$0	\$0
Shakopee	\$0	\$0	\$0	\$0	\$0
Shoreview	\$0	\$0	\$0	\$0	\$0
South St. Paul	\$2,019,642	\$2,043,465	\$23,823	\$2,366,541	\$323,076
Spring Lake Park	\$0	\$0	\$0	\$0	\$0
St. Anthony Village	\$0	\$0	\$0	\$0	\$0
St. Louis Park	\$0	\$0	\$0	\$0	\$0
St. Paul	\$59,961,201	\$56,781,644	-\$3,179,557	\$65,821,368	\$9,039,724
St. Paul Park	\$273,998	\$214,219	-\$59,779	\$247,821	\$33,602
Stillwater	\$722,075	\$455,942	-\$266,133	\$523,113	\$67,171
Vadnais Heights	\$0	\$0	\$0	\$0	\$0
West St. Paul	\$962,269	\$1,277,135	\$314,866	\$1,476,117	\$198,982
White Bear Lake	\$849,355	\$1,342,081	\$492,726	\$1,951,666	\$609,585
Woodbury	\$0	\$0	\$0	\$0	\$0
Total	\$160,368,172	\$157,695,779	-\$2,672,393	\$183,426,401	\$25,730,622

Source: MN Dept. of Revenue Data

Calculations prepared by Flaherty and Hood, P.A. for the Coalition of Greater MN Cities, 8/15/2007.