

**City Council Meeting**  
**Tuesday, January 16, 2007**  
**Windom City Council Chambers**  
**7:30 p.m.**



**AGENDA**

Call to Order  
Pledge of Allegiance

1. Approval of Minutes
  - Council Minutes – January 2, 2007
2. Consent Agenda
  - Receipt of Board & Commission Minutes
    - EDA – January 8, 2007
    - Park & Recreation Commission – January 8, 2007
    - Planning Commission – January 9, 2007
    - Library Board – January 9, 2007
3. Additional 2007 Mayor Appointments and Reappointments
4. Department Heads
5. 2007 Engineering Master Agreement
6. 2007 Street Project Authorization
7. 2006 Audit Agreement – Dennis Rick LTD
8. Telecom Bond Reimbursement Resolutions
  - Procedures Relating to Reimbursement Bond
  - Issuance and Sale of Temporary GO Equipment Bond
9. 2006 Pay Equity Implementation Report
10. Regular Bills
11. Unfinished Business
12. New Business
13. Council Concerns
14. Adjourn



**City Council Meeting**  
**Windom City Hall, Council Chambers**  
**January 2, 2007**  
**7:30 p.m.**

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

2. Roll Call: Mayor: Tom Riordan

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

City Staff Present: Steve Nasby, City Administrator; Bruce  
Caldwell, Street Superintendent; Marv  
Grunig, Electric Superintendent and Dan  
Fossing, Fire Chief

Public: Ken Fast, Virgil Meier, Connie Knorr,  
Denise Winters, Rahn Larsen and Dirk  
Abraham

3. Seating of the 2007 Council:

- a. Returning Council Members – Kruse and Ray
- b. Oath of Office
  - i. Jean Fast
  - ii. Robert Messer
  - iii. Bradley Powers

4. Appointment of City Administrator and Assistant City Administrator:

**Motion by Messer, second by Kruse, to appoint Steven Nasby, City Administrator and Brigitte Olson, Assistant City Administrator. Motion carried 5 – 0.**

5. Pledge of Allegiance

6. Approval of Minutes:

**Motion by Kruse, second by Ray, to approve the Council minutes from December 19, 2006. Motion carried 5 - 0.**

7. Consent Agenda:

- Receipt of Board & Commission Minutes
  - a. Utility Commission – December 27, 2006
  - b. Community Center Commission – December 27, 2006

- Correspondence
  - a. Insurance Services Office, Inc. – Public Protection Classification

**Motion by Ray, second by Kruse, to approve the Consent Agenda. Motion carried 5 - 0.**

8. Appointment of Street Superintendent:

**Motion by Messer, second by Ray, to appoint Bruce Caldwell, Street Superintendent. Motion carried 5 – 0.**

9. Appointment of City Attorney and Assistant City Attorney:

**Motion by Ray, second by Kruse, to appoint Dan McDonald, City Attorney and Ron Schramel, Assistant City Attorney. Motion carried 5 – 0.**

10. Designation of Financial Institutions:

**Motion by Kruse, second by Ray, to designate the Bank of the West, Bank Midwest and United Prairie Bank as the City's official financial institutions. Motion carried 5 – 0.**

11. Designation of Official Newspaper:

**Motion by Fast, second by Powers, to designate the Cottonwood County Citizen as the City's official newspaper. Motion carried 5 – 0.**

12. 2007 Mayor Appointments and Reappointments:

Riordan read the names of the boards and commissions and the citizens he selected to serve. A copy of the names and the appointments\reappointments was handed out prior to the meeting. Riordan also announced that several vacancies remained on the Housing and Redevelopment Authority (HRA) and Planning. He asked interested citizens to contact him or to contact City Hall.

Civil Service	Kathy Kretsch
EDA	Nestor Palm and Trevor Slette (partial term)
Library Board	Winifred Hoppert and Jan Johnson
Multi-Purpose	Connie Knorr
Park & Recreation	Tim Hayenga, Steph Schwalbach and Jeff LaCanne
Telecommunications	Forrest Fosheim
Utility Commission	Chris Johnson

**Motion by Messer, second by Powers, to approve the appointments and re-appointments as read by the Mayor. Motion carried 5 – 0.**

13. 2007 Council Committee Assignments:

Riordan said the assignments were at the Council's places and asked if the needed to be read.

**Motion by Messer, second by Fast, to approve the 2007 Council Committee Assignments as shown. Motion carried 5 – 0.**

Tom Riordan	Airport Commission, Civil Service, Comprehensive Plan Committee, EDA, Hospital Board and Personnel
Kirby Kruse	Annexation, Community Center (Multi-purpose) Commission, EDA, Personnel and Solid Waste
JoAnn Ray	Annexation, Library Board, Solid Waste, Street Committee, Community Center (Multi-Purpose) Commission
Bob Messer	Street Committee, Telecommunications Commission, EDA, Personnel and Solid Waste
Jean Fast	Comprehensive Plan Committee, HRA, Liquor, Telecommunications Commission, Park & Recreation, Utility Commission
Brad Powers	Building, Planning Commission, Comprehensive Plan Committee, Liquor and Park & Recreation

14. Department Heads:

Caldwell welcomed Fast and Powers to the City Council. Caldwell said that he wanted to remind everyone that the City has a snow removal ordinance and snow is supposed to be removed from sidewalks within 12 hours of the cessation of accumulation.

Grunig said that the City was starting the 2007 Energy Rebate Program again and that \$35,000 was budgeted. He said that the rebate limit is \$450 per household. Grunig said that doors and windows were no longer eligible for the rebates. He noted that purchases after August 1, 2006 were eligible for a rebate and that rebate forms were available from the Electric Department, City Hall and some local retailers.

15. Cap X Transmission Investment:

Grunig said that the Cap X project is short for "Capacity Expansion" and this particular project was for the construction of a \$1.3 billion, 345 KV transmission line running from approximately Brookings, SD to the SE Twin Cities Metro

Area. He noted that the line would pick up the Big Stone II power plant, which the City has already made an investment commitment. Grunig said that the cost of transmission is projected to increase and this investment would allow Windom the opportunity to get a return as an owner rather than as a renter of the line. He said that the investment interest would be about \$1 million (\$881,520 for the capital and the balance in development costs). If the project returns of 12 – 14 percent are correct, the City would be making a nice return on the investment, but there are risks associated with the project. Grunig said that the Utilities Commission had also reviewed this item and made the recommendation to proceed.

Messer asked when the City had to pay the \$881,520. Grunig said that the City's payments would likely be for development costs in years one to three and then the capital costs would be financed through an organization like CMMPA. He anticipated that the payments on the financing would be annually. Messer asked if the transmission capacity Windom was purchasing or reserving was equal to the share in the Big Stone II plant. Grunig said it would be 3.5 megawatts. Riordan asked if it would be able to pick up some of the wind energy being generated as well. Grunig said that it would. Messer asked when the transmission line would be operational. Grunig said he thought 2012.

**Motion by Messer, second by Kruse, to proceed with the Cap X project. Motion carried 5 – 0.**

16. Fire Department Request – Radio Repeater Tower:

Fossing reviewed the background of the grant and the radio equipment. Fossing said that the preliminary work on the radio repeater showed that it would interfere with the Hospital's radio equipment if the new items were placed on the North Water Tower. As such, Fossing was asking for Council's approval to place the new Fire Department radio repeater on the East Water Tower. He noted that the Water Superintendent had been consulted and that he did not have any objections and the Utilities Commission had also reviewed the request and recommended its approval pending a sign-off by the City's insurance carrier. Nasby said the insurance carrier had been notified and the City had received verbal approval.

**Motion by Kruse, second by Ray, to approve the placement of the new Fire Department radio repeater on the East Water Tower. Motion carried 5 – 0.**

17. License Applications:

- Liquor License Renewal for the Windom Country Club

**Motion by Messer, second by Powers, to approve a liquor license renewal for the Windom Country Club. Motion carried 5 – 0.**

- Gambling permit for the Des Moines Deer Hunters Association

**Motion by Fast, seconded by Powers, to approve the gambling permit.  
Motion passed 5 – 0.**

18. Resolutions Accepting Donations:

**Council member Kruse introduced the Resolution No. 2007-01, entitled “AUTHORIZATION TO ACCEPT A DONATION FROM DEWEY MOEDE FOR THE WINDOM FIRE DEPARTMENT” and moved its adoption. The resolution was seconded by Powers and on roll call vote: Aye: Fast, Kruse, Powers and Ray. Nay: Messer. Resolution passed 4 - 1.**

Messer inquired about accepting the donation as the City Council had discussed the disposition of the unit and that no City funds were going to maintenance or storage. Ray said that donations have been collected in the past and if a project did not move forward the donations were returned. Riordan asked if the donation could be tracked in a separate account. Nasby responded that it could.

**Council member Kruse introduced the Resolution No. 2007-02, entitled “AUTHORIZATION TO ACCEPT A DONATION FROM CORALEE KRUEGER FOR THE WINDOM CITY COUNCIL” and moved its adoption. The resolution was seconded by Powers and on roll call vote: Aye: Kruse, Messer, Powers, Ray and Fast. Nay: None. Resolution passed 5 - 0.**

19. Resolutions of Appreciation:

**Council member Kruse introduced the Resolution No. 2007-03, entitled “A RESOLUTION EXPRESSING SINCERE APPRECIATION TO VIRGIL MEIER FOR SIXTEEN YEARS OF FAITHFUL SERVICE TO THE CITY OF WINDOM” and moved its adoption. The resolution was seconded by Ray and on roll call vote: Aye: Messer, Powers, Ray, Fast and Kruse. Nay: None. Resolution passed 5 - 0.**

**Council member Messer introduced the Resolution No. 2007-04, entitled “A RESOLUTION EXPRESSING SINCERE APPRECIATION TO CONNIE KNORR FOR FAITHFUL SERVICE TO THE CITY OF WINDOM” and moved its adoption. The resolution was seconded by Ray and on roll call vote: Aye: Powers, Ray, Fast, Kruse and Messer. Nay: None. Resolution passed 5 - 0.**

20. Regular Bills:

**Motion by Kruse, seconded by Messer, to approve the regular bills. Motion carried 5 – 0.**

Preliminary

21. Unfinished Business:

None

22. New Business:

None

23. Council Concerns:

Kruse welcomed Fast and Powers to the City Council.

24. Adjourn:

Motion by Powers, seconded by Fast, to adjourn. Motion carried 5 – 0.

Meeting adjourned at 8:10 p.m.

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Tom Riordan, Mayor

Attest: \_\_\_\_\_  
Steve Nasby, City Administrator

**ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM  
MINUTES  
JANUARY 8, 2007**

1. Call to Order: The meeting was called to order by Vice President Kruse at 12:06 p.m.
2. Oath of Office: City Administrator Steve Nasby administered the oath of office to all of the EDA Commissioners present.
3. Roll Call & Guest Introductions:

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

Also Present: EDA Staff - Mary Hensen, Adm. Asst.; Steve Nasby, City Administrator; Mayor Tom Riordan; Joel Luitjens – WADC Liaison; Pat Halbe (United Prairie Bank); Virgil Meier and Jan Meier.
4. Welcome Returning/New Board Members: Vice President Kruse welcomed Bob Messer and Trevor Slette as new EDA Commissioners.
5. Election of Officers:
  - A. President – 1 Year Term:

**Motion by Commissioner Slette, seconded by Commissioner Messer, to cast a unanimous ballot for Juhl Erickson as President. Motion carried 3-0. (Commissioner Erickson abstained from voting.)**
  - B. Vice President – 1 Year Term:

**Motion by Commissioner Kruse, seconded by Commissioner Slette, to cast a unanimous ballot for Nestor Palm as Vice President. Motion carried 4-0.**
  - C. Secretary-Treasurer – 1 Year Term:

**Motion by Commissioner Kruse, seconded by Commissioner Messer, to cast a unanimous ballot for Trevor Slette as Secretary-Treasurer. Motion carried 3-0. (Commissioner Slette abstained from voting.)**
6. Approval of Minutes:

**Motion by Commissioner Kruse, seconded by Commissioner Messer, to approve the Minutes of the EDA Meeting held on December 11, 2006. Motion carried 4-0.**
7. River Bluff Estates
  - A. Refinancing of 345 6<sup>th</sup> Avenue: The loan documents with United Prairie Bank were signed on Thursday, December 28<sup>th</sup>. The loan principal is \$111,297.52 and the interest rate is 7.990%. The monthly payments are interest-only until December 28, 2012, at which time a balloon payment of principal and remaining interest is scheduled. The loan can be prepaid at any time without penalty.

The payoff funds were wired to Greater Minnesota Housing Fund and they have acknowledged receipt of the funds. The Satisfaction of Mortgage for Lot 9, Block 1 (and the other lots in Riverbluff Estates Subdivision that were covered by the GMHF mortgage) was received by mail on January 8<sup>th</sup> and delivered to Pat Halbe for recording.

On January 9, 2006, the Board approved the proposed amendments to the restrictive covenants subject to release of the GMHF Mortgage. The EDA will now be in contact with the City Attorney to start the process of amending the restrictive covenants. The proposed amendments will be prepared in proper form and presented to the property owners and lienholders in Riverbluff Estates Subdivision for approval. Any change in the restrictive covenants requires approval by 100% of the property owners and lienholders in that subdivision.

B. Resolution No. 2007-1: At the December 11, 2006, Meeting, the EDA Board approved the loan proposal, submitted by United Prairie Bank, for the refinancing of the property at 345 Sixth Avenue and authorized the President to sign the loan documents. For title purposes, it is necessary that the EDA Board adopt a resolution ratifying this motion and also ratifying the execution of the loan documents by then EDA President Virgil Meier.

**Resolution introduced and motion by Commissioner Kruse, seconded by Commissioner Slette, to adopt EDA Resolution No. 2007-01, entitled "Resolution Ratifying Refinancing of GMHF Mortgage".**

**Upon roll call vote being taken, the following voted in favor thereof: Commissioners Kruse, Slette, Messer and Erickson; the following voted against the same: None; the following were absent: Commissioner Palm.**

C. Subordination of HELP and GAP Mortgages Policy: The EDA had again received a request to subordinate its GAP and HELP Financing mortgages to allow a homeowner in River Bluff Estates to refinance the first mortgage on his property. These mortgages provided for deferred payments and were filed in second or third position after the primary mortgage. Timing becomes an issue because the subordination requests are typically received just prior to closing and also prior to the time of the next scheduled Board meeting. It has typically been the policy of the EDA Board to allow subordination of the GAP and HELP mortgages. The current question was whether the Board wished to adopt a blanket policy concerning subordination requests that would (1) allow EDA staff to review these requests and (2) process the subordination agreements without the necessity of further Board action. There was a discussion concerning the review process, sufficient homeowner equity in the property, loan position, etc. Steve Nasby advised that the EDA's original loan position would still be maintained. After further discussion, the Board decided to allow subordination of these mortgages and consider each request on a case-by-case basis.

D. Ratification of Subordination Agreement – Lot 2, Block 1, Riverbluff Estates Subdivision: Brian Busch originally refinanced his mortgage on Lot 2, Block 1, Riverbluff Estates Subdivision in 2003. At that time, the EDA subordinated its HELP and GAP mortgages to allow the refinancing. He is now refinancing his home again and a request for subordination has been presented to the EDA. Because it has been the EDA's policy to allow this type of subordination, because the EDA had previously subordinated its mortgages to allow Mr. Busch to refinance his first mortgage, and because the closing was scheduled for January 5, 2007, a Subordination Agreement had been executed and delivered as requested.

**Motion by Commissioner Messer, seconded by Commissioner Slette, to ratify the Subordination Agreement of the EDA's HELP and GAP Mortgages on property described as Lot 2, Block 1, Riverbluff Estates Subdivision to allow refinancing of the first mortgage, and further ratifying the actions of Vice President Kruse in execution of said Subordination Agreement. Motion carried 4-0.**

E. Sales Program – Update: This matter was tabled until a Special Meeting called by the Board for Friday, January 12, 2007, when George could be present to discuss his memo.

8. River Bluff Townhomes

A. Monthly Financial Report: The Board received a copy of the November, 2006, Financial Statements prepared by Van Binsbergen & Associates.

9. Windom Industrial Park Subdivision

A. Tech Spec Building – Lease: A new one-year lease with Big Game Products has been negotiated. The proposed new monthly rental rate (for 13,750 square feet) is \$2,177. (The prior rental rate was \$2,100.) This additional amount will be used towards the EDA's insurance on the property.

**Motion by Commissioner Kruse, seconded by Commissioner Slette, to approve the one-year lease (January 1, 2007, through December 31, 2007) with Big Game Products for lease of 13,750 square feet in the tech spec building at the rate of \$2,177 per month. Motion carried 4-0.**

10. North Windom Industrial Park – Update: This matter was tabled until a Special Meeting called for Friday, January 12, 2007, when George could be present to discuss his memo.

11. 2007 Project Planning/Marketing: The Board received a copy of an excerpt of the Minutes from the February, 2006, Meeting which outlined the 2006 Priority List adopted by the EDA Board. The Board decided to review this list and discuss this matter further at the Special Meeting on January 12<sup>th</sup>. The marketing discussion was also tabled until the Special Meeting called for Friday, January 12, 2007, when George could be present to discuss his memo and the next marketing steps.

12. Unfinished Business: None.

13. New Business: None.

14. Miscellaneous Information:

A. Schedule of 2007 Meetings: The Board received a list of the regularly-scheduled EDA meetings for 2007.

B. Presentation to Past EDA President: President Erickson presented a service award to Virgil Meier for his service to the City on economic development committees and on the EDA Board for the past 16 years.

15. Adjourn: On motion, President Erickson adjourned the meeting at 12:44 p.m.

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Trevor Slette, Secretary-Treasurer

Attest:

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George Howell, EDA Executive Director

**PARK AND RECREATION COMMISSION SPECIAL 2007 BUDGET MEETING  
MINUTES JANUARY 8, 2007**

1. Call to Order: The meeting was called to order by Chairman Terry Fredin at 7:05 p.m. in the Council Chambers.
2. Swearing in Park & Recreation Commission Members;  
Terry Fredin, Stephanie Schwalbach, Brenda Muller & Angie Blanshan
3. Roll Call: Chair, Terry Fredin  
Commission: Brenda Muller, Stephanie Schwalbach, & Angie Blanshan  
City Staff Present: Recreation Director, Al Baloun, Park Director Bruce Caldwell & Council Liaison; Brad Powers  
Public: None
4. Approve Agenda: Muller Motion, seconded by Blanshan  
**Motion Carried 3-0**
5. Approve Minutes December 2006: Blanshan Motion, seconded by Muller  
**Motion Carried 3-0**
5. Election of Officers
  - a. Chair- Terry Fredin
  - b. Vice-Chair Kay Clark
  - c. Secretary Angie Blanshan
6. Appointment of Sub-Committees:
  - a. Ice Hockey- Kay Clark
  - b. Racquetball/Wallyball- Tim Hayenga
  - c. Archery-OPEN
  - d. High School- Stephanie Schwalbach
  - e. Summer Programs- Kay Clark
  - f. Fall Programs- Jeff LaCanne
  - g. Swim Lessons/Swimming Pool- Angie Blanshan
  - h. Horse Shows- Kay Clark
  - i. Building and Grounds- Terry Fredin & Jeff LaCanne
  - j. Figure Skating- Brenda Muller**Motion to Approve: Muller Motion, seconded by Schwalbach  
Motion Carried 3-0**
7. Park Director Report: Bruce Caldwell
  - a. Caldwell discussed up coming projects and priorities with the new commission members.
  - b. The new utility tractor has arrived and an operators training and safety course will be given to all staff that uses the unit.

Page 2 Park & Recreation Commission Meeting January 8, 2007

8. Recreation Directors Budget Report Al Baloun

- a. The Studio Ice Rink was in operation just prior to the X-Mass holidays.
- b. Open Skating During the holidays generated an average of \$100.00 per day in revenue. Most of the increase usage was due to the special holiday coupons used during this period.
- c. Baloun discussed large groups scheduled for open skating in the next few weeks. He said that it is difficult to get extremely large groups for open skating due to the limited number of rental skates. The Arena will be running a home school special for kids on Thursdays. They will be able to use the care takers family pass.
- d. Pool Feasibility Study: The commission instructed Baloun to contact hospital supervisor Gerry Burmeister and see if they would like to be involved with the planning of an indoor facility with a possible wellness center included. Baloun was also asked to discuss with Burmeister the possibility of getting Sioux Valley Medical involved on the planning and see if they maybe interested in making a financial contribution as well. Powers stated that when we get closer to replacing the old facility we should see if we can get volunteer groups involved with fund raisers and also research to see if we can get the area townships involved with financing a new facility. Due to the cost of a new pool we need to look at all the avenues of support.  
It was also discussed prior to having Water Technology's coming back to give us the final report; we need to get some of the other groups involved in this study in case there would be any major changes in design.

9. Open Mike:

Powers He's is looking forward working with the commission and being a vital key to the city council on our behalf.

- Fredin
- a. He had heard good comments from the church groups for open skating on Sundays since the arena made some changes in scheduling.
  - b. He also stated that he has had several complaints about the staff not answering the phone at the arena. The commission told Baloun to look at purchasing some cordless phones that the staff can carry while on duty. Cellular phones were discussed but due to bad reception within the steal buildings they wouldn't work as good as the regular wireless standard phone system and they would be much cheaper.

Adjourn at 8:20 p.m.

**CITY OF WINDOM  
PLANNING COMMISSION  
MINUTES  
JANUARY 9, 2007**

1. Call to Order: The meeting was called to order by Vice Chairman Cartwright at 7:06 p.m.
2. Oath of Office: Zoning Administrator Jim Kartes administered the oath of office to all of the Planning Commissioners present.

3. Roll Call & Guest Introductions:

Planning Commission: Lindsey Cartwright, Renee Giefer, Loie Grandprey, Tim Hacker, and Marilyn Wahl.

Note: At the time of this meeting, the two vacant seats from Ward I and the one vacant seat from Ward II had not been filled.

Also Present: Planning & Zoning Staff - James Kartes (Zoning Administrator) and Mary Hensen (Adm. Asst.); Brad Powers (Council Liaison)

4. Welcome to Council Liaison: Vice Chairman Cartwright welcomed Brad Powers as the new City Council Liaison to the Planning Commission.
5. Approval of Minutes:

**Motion by Commissioner Hacker, seconded by Commissioner Grandprey, and carried to approve the Planning Commission Minutes for the meeting held on September 12, 2006. Motion carried 5-0.**

(Note: No Planning Commission Meetings were held in October, November or December, 2006.)

6. Election of Officers:
  - A. Chairperson
  - B. Vice Chairperson

**Motion by Commissioner Wahl, seconded by Commissioner Hacker, and carried to table the election of officers until such time as the full Planning Commission has been appointed (which is anticipated to be the February Meeting). Motion carried 5-0.**

7. LMC Materials

A. Conditional Use Permits, Variances, Public Hearings: The Planning Commission had received copies of materials from the LMC Land Use Seminar in October attended by Jim Kartes and Steve Nasby. These materials were provided for the Commissioners' review and retention for future reference. Jim Kartes highlighted specific provisions concerning conditional use permits and responded to questions.

8. Other Business/Reports: None.
9. Unfinished Business: None.
10. New Business: Jim Kartes presented an overview of matters that may come before the Planning Commission in February or March.
11. Planning Commission Comments, Concerns, Suggestions: In response to a question, Jim Kartes explained the process for vehicle complaints (which are handled by the Police Department).
12. Adjourn: On motion by Giefer, seconded by Hacker, and carried, the meeting was adjourned at 7:30 p.m.

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Lindsey Cartwright, Vice Chairman

Attest: \_\_\_\_\_  
James Kartes, Zoning Administrator

Windom Library Board Meeting

Windom Library

January 9, 2007

5:05 p.m.

1. Call to order: The meeting was called to order by chairman Jan Johnson at 5:05 p.m..
2. Roll Call:

Members Present:	Jan Johnson, Charles Reid, John Duscher, Kathy Hiley and Anita Winkel.
Members Absent:	Freddie Hoppert and Tina Peiffer
Library Staff Present:	Dawn Aamot
City Council Member Present:	Joann Ray

Election of Officers:

Motion by Anita Winkel and seconded by John Duscher to re-elect the present officers, Jan Johnson as chairman, Freddie Hoppert as vice-chairman and Kathy Hiley as recording secretary. Motion passed. Jan Johnson and Kathy Hiley took the oath of office.

3. Agenda and Minutes:

Motion by John Duscher, seconded by Charles Reid to approve the Agenda and Minutes.

4. Financial Report:

The board was please that the library stayed under budget.

Dawn reported that Joan will be paying special attention to the periodicals this year as to which ones should be renewed.

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

5. Librarians Report:

Dawn reported that the library has received 5 new computers. (4 for the adult section and one for the children's side) The payment for these computers came from the capital outlay fund and a donation from a library patron. Two electricians are working on bids to do the electrical work needed to install these computers. This will involve jackhammering through the concrete. This work should be done and the new computers up and running by the end of the month. Windomnet will help in the hook-ups to the

Nothing new has been heard from Dan Fossing as to the return of the computer chairs to the manufacturer for chairs of the correct size.

The adult winter reading program started on Jan. 2 ."Winter Page Turners" will run though March 31, 2007 and will ask participants to read and log 12 books. Those completing 12 books will receive a prize. Each book that is logged will be sent to Plum Creek for a monthly drawing.

Dawn has put the children's book sale on hold until after the new computers have been installed.

Motion by Charles Reid and seconded by John Duscher to accept the librarian's report.

6. Old Business:

None

7. New Business:

None

8. New Book Suggestions

9. Adjourn:

Motion by Anita Winkel, seconded by Kathy Hiley to adjourn.

Meeting adjourned at 5:25 p.m..

## 2007 Commission Assignments

Planning and Zoning

Greg Holt

## **Additional 2007 Mayor Appointments and Reappointments**

### **PLANNING COMMISSION:**

Gary Hunter            Term: 12/31/10

### **HRA**

Per Nielsen            Term: 12/31/10  
Larry Hartman            12/31/08

### **PARK AND RECREATION COMMISSION:**

Sherri Zimmerman    Term 12/31/09

## PROFESSIONAL SERVICE MASTER AGREEMENT

This AGREEMENT is made and entered into by and between the City of Windom, Minnesota, hereafter referred to as the "City", and Wenck Associates, Inc., hereafter referred to as "Wenck".

### RECITALS

WHEREAS, The City, wishes to purchase the services of Wenck for civil engineering support services and to assist the City with design and construction of City projects; and

WHEREAS, there are funds available for the purchase of these services;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the City and Wenck agree as follows:

#### 1. TERM AND COST OF THE AGREEMENT

Wenck agrees to furnish services on behalf of the City commencing upon signature of this agreement and terminating December 31, 2007.

The parties to this Agreement intend that the terms of this Agreement will apply to a range of different services performed on different projects for the City. Services in connection with any specific project, and changes to a previously agreed scope (of services) shall be undertaken only after a written Authorization is executed by both the City and Wenck. Authorizations will be numbered consecutively and will include a description of each project for which services are to be provided, the scope of services provided by Wenck, project schedule, the estimated not-to-exceed fee, and signatures of the authorized representatives of the City and Wenck. See Attachment 1 to this Agreement for Hourly Rates and Project Authorization form. The parties understand that the City may engage Wenck for services (non-project) that may arise and be billed at the hourly rate as shown herein.

#### 2. SERVICES TO BE PROVIDED

This Agreement covers a wide range of potential services which could include but are not limited to:

- General civil engineering
- Design of streets
- Hydrologic modeling
- Site plan review and comments
- Site visits

#### 3. PAYMENT FOR SERVICES

Wenck shall provide a separate invoice for each project assigned by the City. Wenck shall bill the City on a monthly basis and shall provide any reports, invoices and records that may reasonable be required. All invoices shall be submitted to the City's

representative for payment. The City shall make payment on the basis of properly itemized and documented invoices within 30 days after receipt of the invoice.

Wenck shall comply with all requirements contained in Minn. Statue. Sec. 290.92 regarding the withholding of taxes and wages. Wenck shall submit documentation of compliance with its claim for final payment. Wenck is not entitled to final payment until such documentation is submitted.

4. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended or should be construed as creating the relationship or co-partners or joint ventures within the City. No tenure or any rights or benefits including Worker's Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to City employees, shall accrue to Wenck or employees of Wenck performing services under this Agreement.

5. INDEMNIFICATION AND INSURANCE

Wenck agrees to indemnify and hold harmless the City, its officers and employees again any and all liability, loss, costs, damages, and expenses which the City, its officers or employees may hereafter sustain, incur, or be required to pay arising out of any negligent act or omission of Wenck in connection with work performed under this Agreement.

Wenck further agrees that in order to protect itself as well as the City under the indemnify provision set forth above, it will at all times during the term of this contract keep in force:

- a. Comprehensive General Liability Insurance Policy with minimum limits of \$1,000,000 combined single limit (CSL), with coverage pertaining to operation and premises of Wenck.
- b. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.
- c. Professional Liability Insurance (when required) in the minimum amount of \$1,000,000 combined single limit (CSL).
- d. Excess Umbrella Liability Policy in the amount of \$1,000,000 will be additionally required if any of the above policies have lower limits than stated.
- e. Worker's Compensation Insurance.
- f. Prior to the effective date of this Agreement, and as a condition precedent to this Agreement, Wenck will furnish the City with certificates of insurance. The City will be shown as "Additional Insured" on the General Liability, Automobile Liability and Excess Umbrella Liability policies.

- g. The following words must be on the certificate, “Thirty (30) days advance written notice of reduction in limits or cancellation of coverage will be given to the certificate holder.”

6. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Wenck because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

7. RECORDS-AVAILABILITY AND RETENTION

Pursuant to Minnesota Statute 16C.05, Subd. 5, Wenck agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonable deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Wenck and involve transactions relating to this Agreement. Wenck agrees to maintain these records for a period of three years from the date of termination of this Agreement.

8. MERGER AND MODIFICATION

It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

9. DEFAULT AND CANCELLATION

- a. If Wenck fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of this Agreement, this shall constitute default.

Unless Wenck’s default is excused by the City, the City may, upon written notice to Wenck’s representative, cancel this agreement in its entirety as indicated below.

- b. This Agreement may be cancelled with or without cause by either party upon thirty days written notice. In the event of such termination, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

- c. Representatives for each of the parties to this contract are as listed below:

City of Windom

Wenck Associates, Inc.

Steve Nasby  
City Administrator  
P.O. Box 38  
Windom, MN 56101

Dennis J. Johnson  
440 10<sup>th</sup> Street  
P.O. Box 453  
Windom, MN 56101

10. SUBCONTRACTING AND ASSIGNMENT

Wenck shall not enter into any subcontract for performance of any services contemplated under this Agreement not assign any interest in the Agreement without the prior written approval of the City under same conditions as apply to Wenck and subject to such conditions and provisions as the City may deem necessary. Wenck shall be responsible for the performance of all Subcontractors.

11. NONDISCRIMINATION

During the performance of this Agreement, Wenck agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

12. ALTERATION CLAUSE

Any alteration, verification, modification, or waiver of the provisions of this agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

13. WAIVER CLAUSE

The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

14. OWNERSHIP

Upon completion of all work, the City shall be the sole owner of all work product resulting from the work done under this contract and all accompanying documents. All data supplied to the Contractor for the completion of this project shall remain property of the City, shall not be used in any other projects by the Contractor, and shall be returned to the City upon completion of the project.

15. HEALTH AND SAFETY

Wenck shall be solely responsible for the health and safety of its employees and subcontractors' employees in connection with the services performed in accordance with this Agreement. Wenck and its subcontractors for City projects shall comply with all safety rules required by the City. Wenck shall ensure that its employees, including those of its subcontractors, have received the training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Uniform Fire Code and/or any other applicable health and safety regulations. Wenck shall provide copies of the training records for staff who perform services in accordance with this Agreement at the request of the City.

Wenck having signed this Agreement, and the City of having duly approved this Agreement on the \_\_\_ day of \_\_\_\_\_, 2007, and pursuant to such approval and the proper County officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

Approved to as form:  
CITY OF WINDOM  
STATE OF MINNESOTA

By: \_\_\_\_\_  
City of Windom

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

\_\_\_\_\_  
Steve Nasby, City Administrator

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

\_\_\_\_\_  
WENCK ASSOCIATES, INC.  
Joseph J. Grabowski

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

ATTACHMENT 1

PROJECT AUTHORIZATION NO. \_\_\_\_\_

In accordance with the Agreement for Professional Services between the City of Windom (City) and Wenck Associates, Inc. (Wenck), this Authorization describes the Services, Schedule, and Budget for Wenck's services on the Project known as: \_\_\_\_\_.

---

**SCOPE.** The Scope of Services for this Authorization is description below:

SECTION 1. ENGINEER'S SERVICES

1.01

SECTION 2. ADDITIONAL SERVICES

2.01

SECTION 3. THE OWNER'S RESPONSIBILITIES

3.01

SECTION 4. CITY'S PAYMENT TO THE ENGINEER

4.01

SECTION 5. GENERAL CONSIDERATIONS

5.01

COMPENSATION FOR BASIC PROFESSIONAL ENGINEERING SERVICES  
SCHEDULE 1 - PERCENT OF NET CONSTRUCTION COST  
(PER CONTRACTOR)

<u>NET COST OF CONSTRUCTION</u>	<u>APPLICABLE PERCENT FEE</u>
\$ 0 to \$ 10,000	\$ Negotiable
\$ 10,000 to \$ 50,000	\$ 2,850 + 13% over \$ 10,000
\$ 50,000 to \$ 100,000	\$ 9,000 + 13.0% over \$ 50,000
100,000 to \$ 300,000	\$ 15,500 + 12.0% over \$ 100,000
\$ 300,000 to \$ 500,000	\$ 39,500 + 10.5% over \$ 300,000
\$ 500,000 to \$ 1,000,000	\$ 60,500 + 9.5% over \$ 500,000
\$ 1,000,000 to \$ 3,000,000	\$ 109,000 + 8.5% over \$ 1,000,000

This includes on-site resident project representative as per Section 1.07p. The estimated fees will be \$\_\_\_\_\_.

OPTION B - PER HOUR AND REIMBURSABLE EMPLOYEE EXPENSE

Such services will be performed on an hourly basis. Current rates are as follows:

2007 ENGINEERING AND SURVEYING RATE SCHEDULE

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Registered Engineer/Architect	90.00 – 110.00
Registered Land Surveyor	85.00 - 95.00
Senior Technician	60.00 - 75.00
Inspector—Technician	60.00 - 70.00
Two-Man Crew	90.00
Clerical	45.00
Mileage	0.485 (IRS Rate)

We reserve the right to select the crew or personnel for any particular project. We will utilize the most economical personnel for each project.

Charges for clerical work and copies of letters, plans, specifications, etc. are not made except for special situations.

SCHEDULE.

BUDGET.

TERMS AND CONDITIONS.

**ACCEPTANCE.**

**CITY OF WINDOM**

**WENCK ASSOCIATES, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Steve Nasby, City Administrator

\_\_\_\_\_  
Joseph J. Grabowski, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT 1

### PROJECT AUTHORIZATION NO. 07-01

In accordance with the Agreement for Professional Services between the City of Windom (City) and Wenck Associates, Inc. (Wenck), this Authorization describes the Services, Schedule, and Budget for Wenck's services on the Project known as: 2007 Street Improvements

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**SCOPE.** The Scope of Services for this Authorization is description below:

#### SECTION 1. ENGINEER'S SERVICES

- 1.01 The City herewith employs the Engineer to perform and the Engineer herewith agrees to perform the services hereinafter described. Nothing in this agreement shall constitute an exclusive right on the part of the Engineer to perform engineering services for the City. At such time as the City deems it necessary, the City may contract with other engineering service consultants for the performance of any of the services hereinafter described.
- 1.02 Engineer shall be responsible for the health and safety of its employees and subcontractors in connection with services performed in accordance with this agreement and shall comply with all safety rules required by the City.
- 1.03 The Engineer's Basic Services shall consist of the Preliminary Report Phase, the Design Phase, the Bidding Phase and the Construction Phase.
- 1.04 The Engineer will conduct his contract with the City through the City Administrator and/or his designee in accordance with the adopted Administrative Code of the City.
- 1.05 Upon receipt of the City's authorization to proceed with the Preliminary Report Phase, the Engineer shall:
  - a. Consult with the City to ascertain the City's requirements for the project.
  - b. Prepare and submit to the City a Comprehensive Engineering and Feasibility Report on the Project. This Report shall indicate the scope of the Project and shall specifically cover at least the following subjects: Preliminary design; cost estimates; separate engineering costs based upon the fee schedules for preliminary reports; list of permits required from other governmental and administrative bodies; project sketches; proposed funding sources; and such other information and data as are required to fully inform the City as to the proposed project. The Report shall be compiled in appropriate form and six (6) copies thereof shall be submitted to the City Administrator five (5) days before review by the City.
  - c. Outline, in sufficient detail to enable the City to make reasonable judgments thereon, the anticipated permanent and temporary easements and rights-of-way needed for the construction of the Project.
  - d. Present the data contained in the Report to the City at public hearings with the use of maps and diagrams which depict the nature and location of the Project.

- 1.06 Upon receipt of City's authorization to implement the Preliminary Report, and to proceed with the Design Phase the Engineer shall:
- a. Design and prepare detailed working plans and specifications for the Project. During the consideration and preparation of said designs, plans and complete specifications, the Engineer shall periodically consult with the City to insure the City's desires with respect to the Project are being satisfied. Upon completion of the plans and specifications the Engineer shall submit three (3) copies for review by the City (5) days prior to review and approval by the City at a public meeting.
  - b. Prepare the Contract Documents, which shall include construction agreement forms, payment and performance bond forms, general conditions, special provisions, detailed construction drawings, and specifications and proposal forms.
  - c. Obtain all necessary approvals, permits and licenses from the Minnesota Highway Department, Minnesota Department of Health, Railroads, Minnesota Department of Natural Resources, Minnesota Pollution Control Agency, Watershed Districts and other parties and bodies having jurisdiction of any phase of the Project.
  - d. Advise the City as to the necessity of his obtaining services in addition to those furnished by the Engineer such as land and easement surveys, soil borings, testing services and other information needed for the implementation of the Project. When concurred with and authorized by the City, the Engineer shall assist the City in procuring these services. Payment will be made in accordance with Section 2, "ADDITIONAL SERVICES".
  - e. Prepare a statement of the Engineer's opinion of the construction cost for the Project based upon designs established to this point.
- 1.07 Upon receipt of City's authorization to proceed with the Bidding Phase, the Engineer shall:
- a. Assist City with review of bids for completeness and compliance with bidding terms.
  - b. Assist the City in obtaining and analyzing Bids and Proposals in awarding the Construction Contract.
- 1.08 Upon receipt of City's authorization to proceed Construction Phase, the Engineer shall:
- a. Organize, attend and assist the City at the Preconstruction Conference with the successful bidder, and any other parties, bodies, or agencies who have an interest in the Project.
  - b. The Engineer shall make sufficient visits to the site during construction to observe the progress and quality of the construction work to determine if the work is proceeding in accordance with the Contract Documents as required by the City. During such visits and on the basis of his on-site observation as an experienced and qualified Professional Engineer, the Engineer shall keep the City informed of the progress of the work, advise the City in writing regarding necessary change orders, apparent defects or deficiencies in the work of the contractor and inform the City of his disapproval of any work which does not conform to the Contract Documents.
  - c. Review the contractor's request for progress payments, advise the City in writing as to the Engineer's opinion of the extent of the work completed in accordance with the terms of the Construction Contract, and issue for processing by the City, Requests for Payment. The Engineer shall submit in writing to the City estimated cash-flow requirements when requested.

- d. Make recommendations to the City as to all claims relating to the execution and progress of the construction work.
- e. Notify the City in writing of all permanent work which does not conform to the standards and specifications of the Construction Contract, prepare a written notice describing any apparent non-conforming work, and supervise the performance of corrective work.
- f. Review shop drawings, samples and other submissions of the contractor only for general conformance to the design concept of the Project and for compliance with the result required by the Construction Contract.
- g. Issue such additional instructions to the contractor as may be necessary to interpret the drawings and specifications or the illustrated changes required in the Contractor's work.
- h. Prepare Change Orders for work not covered by the Contract or substantial overrun of "contract quantities" per Item C for the City's approval after discussion of the same with City. Change Orders shall be processed as soon as practical after written approval thereof has been received by the Engineer from the City.
- i. Conduct construction progress reviews with the contractor and the City related to the contractor's date of completion.
- j. Conduct in the presence of the City's Representative periodic tests during the course of construction.
- k. Conduct in the presence of the City's Representative a final inspection of the Project as constructed to determine whether it conforms with the design concept of the Project as contained in the Contract Documents, and determine whether it is constructed in accordance with the Contract Documents. The Engineer shall prepare a punch list for the contractor, listing thereon work left to be completed by the contractor. The Engineer shall certify his recommendation for acceptance of the work to the City and then shall forward to the City his written approval of the contractor's Request for Final Payment which shall be signed by the contractor.
- l. Arrange for the City's Representative to receive detailed instructions regarding the operation and maintenance of any equipment, machinery or apparatus installed as a part of the Project. Such instruction shall be supplied by the contractor and manufacturer's representative; two (2) certified copies of operational and maintenance manuals shall be supplied with such instruction.
- m. Prepare and furnish the City a set of reproducible mylar "Record Plans" and the electronic files of the project.
- n. Assist in preparing assessment rolls each year for projects completed and/or ready for certification to the County Auditor. Attend the scheduled assessment public hearings explaining the project, its cost and proposed assessment based on adopted City's policies relating to assessments.
- o. One or more resident project Representatives shall be furnished by the Engineer and directed by the Engineer in order to provide the City with representation at the project site during the Construction Phase.
- p. Construction staking at 25' intervals for curb and gutter, 50' intervals for ditches and similar cross-sections, manholes and services for sewer, valves, hydrants and services for watermain, and catch basins and manholes for storm sewers.

## SECTION 2. ADDITIONAL SERVICES

### General

- 2.01 If authorized in writing by the City, the Engineer shall furnish or obtain from others those services which are not covered herein by Section 1. "ENGINEER'S SERVICES". Payment for such services shall be as provided herein in SECTION 4, "PAYMENT TO THE ENGINEER". Said Additional Services include, but are not limited to field services during Construction Phase, services required due to significant changes in the design of the Project, changes in size, complexity or character of construction which occur after approval of the Construction Documents or of the detailed working plans or specifications.
- 2.02 The Engineer shall supervise the replacement of all such parts of the Project as may be damaged by fire or other cause during construction and assist the City in arranging for continuation of the work should the contractor default for any reason.
- 2.03 Reimbursable costs of the Engineer above and beyond those agreed to herein elsewhere shall include the following items when pre-authorized in writing by the City: Transportation and subsistence of principals and employees on special trips required for the Project to other locations; long distance telephone calls and facsimile as required to expedite work of the contractor; construction stakes beyond what is stated in section 1.07p; and sub-surface explorations and materials testing.
- 2.04 The Engineer shall be available to testify as an expert witness for the City in any litigation or other proceedings involving this Project and shall otherwise assist the City or his representative in connection with litigation or other proceedings involving the Project.
- 2.05 Review shop drawings for special projects.

## SECTION 3. THE OWNER'S RESPONSIBILITIES

The City will:

- 3.01 Provide full information as to their general requirements for the Project.
- 3.02 Assist the Engineer by placing at their disposal all available written data pertinent to the project site, including existing reports and other data affecting the design and/or construction of the Project.
- 3.03 Acquire all land, land surveys, easements and rights-of-way for the project.
- 3.04 Guarantee access to the Project site and make all provisions for the Engineer to enter upon public and private lands as required by the Engineer to perform his services under this Agreement.
- 3.05 Examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals and other documents presented by the Engineer and the City shall promptly render in its decisions pertaining thereto.
- 3.06 Pay all costs incident to advertising for bids.
- 3.07 Provide legal review of the Construction Contract Documents and provide such accounting and insurance counseling services as are required for the Project.

- 3.08 Designate the City Administrator to act as the City's Representative with respect to the Engineer's service to be performed under this Agreement; such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to service covered by this Agreement.
- 3.09 Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any defect in the Project.
- 3.10 Furnish or instruct the Engineer to provide at the City's expense necessary Additional Services as provided herein in SECTION 2 of this Agreement or other services as they may be required.
- 3.11 Furnish to the Engineer, prior to any performance by the Engineer under this Agreement, a copy of any design and construction standards which the City shall require the Engineer to follow in the preparation of the Construction Contract Documents for the Project.
- 3.12 Act promptly on all "Change Orders" and provide authorization before they are issued to the contractor.

#### SECTION 4. CITY'S PAYMENT TO THE ENGINEER

##### Payment for Basic Services Under SECTION 1.

- 4.01 The City will pay the Engineer for the Basic Services performed under SECTION 1, "ENGINEER'S SERVICES" in Schedule attached to this Document.
- 4.02 Schedule 1; "Construction Cost of the Project" as herein referred to means the total cost of all work designed or specified by the Engineer for the Project, including Change Orders, but does not include any payments to the Engineer or other Consultants, the cost of the land, right-of-way or other costs which are the responsibility of the OWNER as provided herein in SECTION 3.
- 4.03 Progress payments to the Engineer shall be made in proportion to services performed.

##### Payment for Additional Services

- 4.04 The City shall pay the Engineer for Additional Services of the Engineer performed under SECTION 2, "ADDITIONAL SERVICES".
- 4.05 For all services described under SECTION 2 of this Agreement relating to field services during the Construction Phase, the City shall pay the Engineer in accordance with the attached Option B. Sums due under this paragraph will be payable monthly during the progress of the work.
- 4.06 The City will pay the Engineer for the costs of Reimbursable expense as defined in SECTION 2, on the basis of the Engineer's cost. Payment for said Reimbursable Expenses shall be made within 30 days of the receipt of the Engineer's monthly statement to the City covering said expenses.

- 4.07 The City will pay the Engineer a fee of one-half percent of the completed construction cost for preparation of final assessment rolls.
- 4.08 For other extra services authorized by the City, but not herein provided for, the OWNER shall pay the Engineer in accordance with the attached Option B.
- 4.09 The City will pay the Engineer for preparing to serve and serving as an expert witness in accordance with the attached Option B for preparation and court appearances per day or any portion thereof and for the actual costs or reimbursable expenses as defined in SECTION 2.
- 4.10 No deductions shall be made from the Engineer's compensation on account of penalty, liquidated damages, or other sums withheld from payment to contractors.
- 4.11 If any work performed by the Engineer is abandoned by the contractor or suspended in whole or in part by the City, the Engineer shall be paid for costs and services performed prior to receipt of written notice from the City of such abandonment or suspension. The Engineer shall also be paid for reasonable terminal expenses resulting therefrom in accordance with the attached Option B.

#### SECTION 5. GENERAL CONSIDERATIONS

- 5.01 The Engineer shall act as the City's agent only as provided for within this Agreement.
- 5.02 Record drawings shall be furnished to the City after completion of each Project. Final payment will be made only after record drawings are received by the City.
- 5.03 The Engineer will prepare his drawings and specifications in a timely manner, but it is hereby agreed that the Engineer cannot be held responsible for delays occasioned by factors which are beyond his control, not by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed.
- 5.04 The Engineer's estimate of Construction Costs is an opinion only and is supplied as a guide only. Since the Engineer has no control over the cost of labor and material or over-competitive bidding and market conditions, the Engineer does not guarantee the accuracy of such opinion.
- 5.05 During the performance of the services contemplated by this Agreement, the scope of the Section 1, Engineer's Services, Section 2, Additional Services of the Engineer, Section 4, City's Payment TO Engineer and compensation therefore, may be adjusted by mutually agreed to amendments to this Agreement.
- 5.06 The Engineer shall not delegate his duties under this Agreement without the written consent of the City.

COMPENSATION FOR BASIC PROFESSIONAL ENGINEERING SERVICES  
SCHEDULE 1 - PERCENT OF NET CONSTRUCTION COST  
(PER CONTRACTOR)

<u>NET COST OF CONSTRUCTION</u>	<u>APPLICABLE PERCENT FEE</u>
\$ 0 to \$ 10,000	\$ Negotiable
\$ 10,000 to \$ 50,000	\$ 2,850 + 13% over \$ 10,000
\$ 50,000 to \$ 100,000	\$ 9,000 + 13.0% over \$ 50,000
100,000 to \$ 300,000	\$ 15,500 + 12.0% over \$ 100,000
\$ 300,000 to \$ 500,000	\$ 39,500 + 10.5% over \$ 300,000
\$ 500,000 to \$ 1,000,000	\$ 60,500 + 9.5% over \$ 500,000
\$ 1,000,000 to \$ 3,000,000	\$ 109,000 + 8.5% over \$ 1,000,000

This includes on-site resident project representative as per Section 1.07p. The estimated fees will be \$135,000.00

OPTION B - PER HOUR AND REIMBURSABLE EMPLOYEE EXPENSE

Such services will be performed on an hourly basis. Current rates are as follows:

2007 ENGINEERING AND SURVEYING RATE SCHEDULE

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Registered Engineer/Architect	90.00 – 110.00
Registered Land Surveyor	85.00 - 95.00
Senior Technician	60.00 - 75.00
Inspector—Technician	60.00 - 70.00
Two-Man Crew	90.00
Clerical	45.00
Mileage	0.485 (IRS Rate)

We reserve the right to select the crew or personnel for any particular project. We will utilize the most economical personnel for each project.

Charges for clerical work and copies of letters, plans, specifications, etc. are not made except for special situations.

**SCHEDULE.** The Estimated Schedule for this Authorization is set forth below:  
 January 3, 2007

**BUDGET.** Payments are specified in the Professional Service Master Agreement between the City and Wenck dated \_\_\_\_\_.

The estimated fee for work based on this Authorization shall be defined on Schedule 1 included and made part of this Project Authorization.

**TERMS AND CONDITIONS.** The terms and conditions of the Professional Service Master Agreement referenced above shall apply to this Authorization, except as expressly modified herein.

**ACCEPTANCE** of the terms of this Authorization is acknowledged by the following signatures of the Authorized Representatives.

**City OF WINDOM**

**WENCK ASSOCIATES, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Steve Nasby, City Administrator

\_\_\_\_\_  
Joseph J. Grabowski, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# DENNIS L. RICK, LTD.

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## CERTIFIED PUBLIC ACCOUNTANTS

American Institute of Certified Public Accountants  
Minnesota Society of Certified Public Accountants

DENNIS L. RICK, CPA  
TISHA S. PAPLOW, CPA

January 8, 2007

To The Mayor and Members of  
the City Council  
City of Windom, Minnesota

We are pleased to confirm our understanding of the services we are to provide the City of Windom for the year ended December 31, 2006. We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of the City of Windom as of and for the year ended December 31, 2006. The Hospital Fund and the Telecom Fund (Cable, UHF and Telecom Funds) will be audited by other auditors and will not be included in our audit. The following supplementary information accompanying the basic financial statements is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.

### Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles. You are also responsible for all management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee our financial statements preparation services and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.



America Counts on CPAs

507-376-5818 \* 1018 FOURTH AVENUE \* WORTHINGTON, MN 56187  
507-831-1332 \* 1043 FOURTH AVENUE, SUITE 6 \* WINDOM, MN 56101

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for establishing and maintaining all internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Windom and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, or violations of contracts or grant agreements that we may report.

#### Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

#### Audit Procedures - Internal Control

In planning and performing our audits, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the City of Windom's financial statements.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

#### Audit Procedures - Compliance

Identifying and ensuring that the City of Windom complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Windom's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### Audit Administrations, Fees and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing.

Our fees for these services will be at our standard hourly rates and including out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$15,000.00 for the report delivered on or before June 29, 2007. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Progress billings will be sent periodically. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee and delivery date are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

City of Windom  
January 8, 2007  
Page Four

We appreciate the opportunity to be of service to the City of Windom and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Dennis L. Rick, LTD.

This letter correctly sets forth the understanding of the City of Windom.

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

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

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



**EHLERS**  
& ASSOCIATES INC

# M E M O R A N D U M

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**TO:** Steve Nasby, City of Windom

**FROM:** Todd Hagen, CIPFA, Public Finance Advisor

**DATE:** December 28, 2006

**RE:** City of Windom, Minnesota - Compliance with Reimbursement Bond Regulations

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Under federal law, a municipality is allowed to use its own money to pay for certain project costs before tax-exempt bonds are issued. However, in order for the City to preserve the right to reimburse itself for those costs at some future date, it is necessary for the Council to adopt the attached Reimbursement Resolution before an expenditure is made. As stated above, this Resolution provides for the City to make a declaration of intent to reimburse itself for prior expenditures out of the proceeds of subsequently issued bonds within the time specified in the Resolution. The declaration is made through the execution of a Declaration of Official Intent as necessary, the form of which is attached to the Resolution as Exhibit A.

*After adoption of the Resolution, I will need you to execute the certification (last page) to at least two (2) copies. Please send a fully executed Resolution to me for our files, keeping one for your files. I would also like a fully executed Declaration of Official Intent each time one is made with respect to any future financings involving us as financial advisor.*

Please do not hesitate to call me should you have any questions or comments regarding this matter.

*from the desk of:*

*Todd Hagen, CIPFA  
Public Finance Advisor  
Ehlers & Associates, Inc.  
3060 Centre Pointe Drive  
Roseville, MN 55113*

*Phone: (651) 697-8508  
Fax: (651) 697-8555  
Email: thagen@ehlers-inc.com*

# RESOLUTION 2007-

**INTRODUCED:** Councilmember  
**SECONDED:** Councilmember  
**VOTED:** Aye: Councilmembers  
Nay:  
Absent:

## RESOLUTION ESTABLISHING PROCEDURES RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

BE IT RESOLVED by the City Council (the "Council") of the City of Windom, Minnesota (the "City"), as follows:

1. Recitals.

(a) The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of the City's bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

(b) The Regulations generally require that the City make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

(c) The City heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.

(d) The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the City Administrator to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

(a) Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

(b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

(c) Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City does not reasonably expect to issue reimbursement bonds to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.

(d) The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the City has made Declarations.

3. Reimbursement Allocations. The designated City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Adopted this 16th day of January, 2007.

\_\_\_\_\_  
Tom Riordan, Mayor

Attest: \_\_\_\_\_  
Steven Nasby, City Administrator

## EXHIBIT A

### Declaration of Official Intent

The undersigned, being the duly appointed and acting City Administrator of the City of Windom, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the City as follows:

1. The undersigned has been and is on the date hereof duly authorized by the City Council to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.
2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed:
3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued by the City after the date of payment of such costs. As of the date hereof, the City reasonably expects that \$ \_\_\_\_\_ is the maximum principal amount of the Bonds which will be issued to finance the Project.
4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.
5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

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

\_\_\_\_\_  
City Administrator

City of Windom, Minnesota

CERTIFICATION

The undersigned, being the duly qualified and acting City Administrator of the City of Windom, Minnesota, hereby certifies the following:

The foregoing is a true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution relates to procedures of the City for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the City (the "Council") at a regular or special meeting of the Council held on \_\_\_\_\_, 20\_\_\_. Said meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Council Member \_\_\_\_\_ moved the adoption of the Resolution, which motion was seconded by Council Member \_\_\_\_\_. A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted. The Resolution is in full force and effect and no action has been taken by the Council which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the City Administrator of the City of Windom, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Administrator  
City of Windom, Minnesota

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$2,390,000 GENERAL OBLIGATION TEMPORARY EQUIPMENT CERTIFICATES, SERIES 2007A OF THE CITY OF WINDOM, MINNESOTA, TO PAY A PORTION OF THE ACQUISITION COSTS OF ITEMS OF CAPITAL EQUIPMENT; ESTABLISHING THE TERMS AND CONDITIONS THEREFOR; CREATING A PROJECT ACCOUNT AND A DEBT SERVICES ACCOUNT THEREFOR; AND AWARDING THE SALE THEREOF**

BE IT RESOLVED, by the City Council (the "City Council") of the City of Windom, located in Cottonwood County, Minnesota (the "Issuer"), as follows:

Section 1. Certificate Purpose, Authorization, and Award.

1.01 Recitals.

A. Pursuant to authority contained in (i) Minnesota Statutes, Chapter 475 (the "Act"); (ii) authority conferred by the voters of the Issuer pursuant to an election duly called and held on November 8, 2000; (iii) the Issuer's home rule Charter (the "Charter"); (iv) Resolution No. 2004-15 adopted by the City Council on May 4, 2004 entitled "Resolution Authorizing the Issuance and Sale of Communication System Revenue Bonds;" and (v) Resolution No. 2004-20 adopted by the City Council on May 18, 2004 entitled "Resolution Providing for the Issuance, Sale and Delivery of \$9,470,000 Communication System Revenue Bonds, Series 2004, of the City of Windom, Minnesota, to Pay a Portion of the Costs of Construction of a Broadband Communication System; Establishing the Terms and Conditions Therefor; Creating Certain Accounts and Funds Therefor; and Awarding the Sale Thereof," the City Council issued its \$9,470,000 Communication System Revenue Bonds, Series 2004 dated June 1, 2004 (the "2004 Bonds"), for the purpose of financing the costs of construction of a broadband communication system throughout the jurisdiction of the Issuer (the "Project").

B. The principal and interest on the 2004 Bonds is paid primarily from net revenues derived from the operation of the Issuer's telecommunications utility (the "Utility").

C. Pursuant to Ordinance 124 2nd Series, adopted November 18, 2003, the Windom Telecommunications Commission (the "Commission") shall generally have the duties of installation, operation and maintenance of all telecommunications systems (voice, data and video) within the Issuer, providing telecommunications services through the use of Issuer-owned facilities to the citizens of the Issuer, must fix and determine all rates and charges for all telecommunications services to the citizens of the Issuer, and establish rules, regulations and procedures concerning the connection and sale of said services.

D. In Section 6.03 of Resolution No. 2004-20, the Issuer reserved the right to issue additional bonds if necessary to defray the costs incurred in the completion of the Project.

E. The Issuer incurred substantial additional costs in conjunction with the Project related to the acquisition cost of items of capital equipment necessary to operate the Utility (the "Equipment").

F. The Issuer has retained the services of Ehlers & Associates, Inc. as its independent financial advisor.

1.02 Authority. Pursuant to authority contained in Minnesota Statutes, Sections 410.32, 412.301 and 475.61, Subdivision 6 and Chapter 475, the Charter and Resolution No. 2004-20, the City Council directs the issuance and sale of the \$2,390,000 General Obligation Temporary Equipment Certificates, Series 2007A of the Issuer dated February 1, 2007 (the "Certificates"), for the purpose of providing funds for the temporary financing of a portion of the acquisition costs of the Equipment.

1.03 Award of Sale. Pursuant to Section 475.60, Subdivision 2(9) of the Act, which waives the requirement for a public sale of bonds when an issuer has retained an independent financial advisor, the Issuer has received offers for the purchase of the Certificates, the most favorable of which is an offer from \_\_\_\_\_ of \_\_\_\_\_ (the "Purchaser"), to purchase the Certificates at a cash price of \$ \_\_\_\_\_, plus accrued interest on the total principal amount from February 1, 2007, to the date of delivery upon the terms and conditions hereafter specified in this Resolution. The Issuer, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is accepted. The Mayor and the Administrator-Clerk-Treasurer are authorized and directed to execute a contract for the sale of the Certificates in accordance with the Purchaser's proposal.

## Section 2. Terms of the Certificates.

### 2.01 Date, Maturity and Interest Rate.

A. The Certificates to be issued hereunder shall be issued as fully registered bonds designated "General Obligation Temporary Equipment Certificates, Series 2007A," dated February 1, 2007 as the date of original issue, issued in the denomination of \$5,000, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward.

B. The Certificates shall shall mature on February 1, 2010 (the "Maturity Date") and shall bear interest from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue until paid at the rate per annum of \_\_\_\_\_.

### 2.02 Interest Payment Dates: Record Date.

A. The Certificates shall bear interest at the annual rate stated therefor in Section 2.01. The interest shall be payable semiannually on February 1 and August 1 in each year (each referred to herein as an "Interest Payment Date") commencing on August 1, 2007. Interest will

be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

B. The Bond Registrar designated below shall make all interest payments with respect to the Certificates by check or draft mailed to the person in whose name each Certificate is registered (the "Holder") and in each case at the address shown on the bond registration records maintained by the Bond Registrar at the close of business on the 15th day (whether or not on a business day) of the calendar month next preceding the Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The term "Holder" shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Certificates for purposes of any consent or approvals given by Holders.

C. If the date for payment of the principal of, premium, if any, or interest on the Certificates shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

### 2.03 Redemption.

A. The Certificates are subject to redemption and prepayment at the option of the Issuer on February 1, 2009, and on any business day thereafter, in whole or in part, and if in part, at the option of the Issuer and in such manner as the Issuer shall determine at a price of par plus accrued interest to the date of redemption.

B. In the event any of the Certificates are called for redemption, notice thereof identifying the Certificates to be redeemed will be given by the Bond Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books kept by the Bond Registrar; provided however, that so long as the Certificates are registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), notice of redemption shall be given in accordance with the terms of the Representation Letter hereinafter described. Failure to give notice by mail to any registered owner, or any defect therein, will not affect the validity of any proceeding for the redemption of Certificates not affected by such defect or failure. Certificates so called for redemption will cease to bear interest after the specified redemption

date, provided that the funds for the redemption are on deposit with the place of payment at that time.

C. If less than all the Certificates are called for redemption while the Certificates are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount to be prepaid. DTC will determine by lot the amount of each participant's interest to be redeemed and each participant will then select by lot the beneficial ownership interest to be redeemed. If less than all the Certificates are called for redemption and the Certificates are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the Certificates to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest.

### Section 3. Registration; Global Book Entry System.

3.01 Designation of Bond Registrar. The City Council appoints Bond Trust Services Corporation of Roseville, Minnesota as registrar, authenticating agent and transfer agent for the Certificates (such bank or its successors is herein referred to as the "Bond Registrar"), and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract which the Issuer and the Bond Registrar shall execute which is consistent herewith and which the Mayor and Administrator-Clerk-Treasurer are authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to the Act. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Mayor and Administrator-Clerk-Treasurer are authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Certificates to the registered Holders (or record Holders) of the Certificates in the manner set forth herein. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

3.02 Designation of Depository. DTC, a Securities and Exchange Commission designated depository, a limited purpose New York trust company, a member of the Federal Reserve System, and a "clearing corporation" within the meaning of the New York Uniform Commercial Code, is designated as the depository (the "Depository") with respect to the Certificates.

3.03 Authentication of Certificates. No Certificate shall be valid or obligatory for any purpose unless or until either (i) the Bond Registrar's authentication certificate on such Certificate, substantially set forth in Section 4.01 hereof, shall have been duly executed by an authorized representative of the Bond Registrar or (ii) the Certificates have been manually executed by at least one officer of the City Council. Authentication certificates on different Certificates need not be signed by the same representative. The Bond Registrar shall authenticate each Certificate by execution of the Certificate of Authentication on the Certificate and shall date each Certificate in the space provided as of the date on which the Certificate is registered. For purposes of delivering the original Certificates, the Bond Registrar shall insert as

the date of registration the date of original issue. The executed Authentication Certificate or the manual signature of at least one officer of the City Council on each Certificate shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

3.04 Bond Register; Transfer; Exchange.

A. The Issuer shall cause to be kept by the Bond Registrar at its principal office, a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Issuer shall provide for the registration of the Certificates and the registration of transfers of the Certificates entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the City Council.

B. Upon surrender for transfer of any Certificate at the principal corporate office of the Bond Registrar, the Issuer shall execute, if required by law or this Resolution, and the Bond Registrar shall authenticate, if required by law or this Resolution, date (in the space designated Date of Registration) and deliver, in the name(s) of the designated transferee or transferees, one or more new Certificates of the like aggregate principal amount having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Certificate may be registered in blank or in the name of "bearer" or similar designation. Transfer of a Certificate may be made on the Issuer's books by the registered owner in person or by the registered owner's attorney duly authorized in writing. Transfers shall be subject to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Issuer and the Bond Registrar shall not be required to make any transfer or exchange of any Certificates called for redemption or to make any such exchange or transfer of the Certificates during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of the Certificates.

C. Every Certificate presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the registered owner thereof, with signature guaranteed, or by the registered Holder's attorney duly authorized in writing, and shall include written instructions as to the details of the transfer of the Certificate. When any Certificate is presented to the Bond Registrar for transfer, the Bond Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Certificate or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Bond Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

D. At the option of the Holder, replacement Certificates may be exchanged for Certificates of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Certificates to be exchanged at the principal

office of the Bond Registrar. Whenever any Certificates are so surrendered for exchange, the Issuer shall execute (if required by law or this Resolution), and the Bond Registrar shall authenticate (if required by law or this Resolution), date (in the space designated Date of Registration) and deliver the replacement Certificates which the Holder making the exchange is entitled to receive. Certificates registered in the name of Cede & Co. may not be exchanged for Certificates of smaller denominations.

E. All Certificates surrendered upon any exchange or transfer provided for in this Resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the Issuer.

F. Each Certificate delivered upon transfer of or in exchange for or in lieu of any other Certificate shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Certificate. All Certificates delivered in exchange for or upon transfer of Certificates shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this Resolution as the Certificates surrendered for such exchange or transfer, and shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Certificates.

G. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Certificate and any legal or unusual costs regarding transfers and lost bonds.

H. Certificates registered in the name of Cede & Co. may not after their original delivery, be transferred or exchanged except in accordance with the terms and conditions of the Representation Letter and:

(i) upon exchange of a Certificate after a partial redemption, if provided in Section 2.03 of this Resolution;

(ii) to any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to clause (iii) below; provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) to a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Certificates shall no longer be eligible for its depository services or (b) a determination by the Issuer that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) above; or

(iv) in the event that (a) the Depository shall resign or discontinue its services for the Certificates or be declared no longer able to carry out its functions and. the Issuer

is unable to locate a Substitute Depository within two months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Certificates, or (2) it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, then the Issuer shall notify the Holders of its determination and of the availability of replacement Certificates to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Certificates to Holders requesting the same and the registration, transfer and exchange of such Certificates shall thereafter be conducted as provided in Section 3 of this Resolution.

I. In the event of the designation of a Substitute Depository as authorized by clause H., the Bond Registrar, upon presentation of a Certificate, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this Resolution. The Representation Letter shall not apply to the Substitute Depository unless the Issuer and the Substitute Depository so agree, and the execution of a similar agreement is authorized.

### 3.05 Persons Deemed Owners; Payment.

A. The Issuer and the Bond Registrar may treat the person in whose name any Certificate is registered as the owner of such Certificate for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in Section 2.02 above), on such Certificate and for all other purposes whatsoever, whether or not such Certificate shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

B. For the purposes of all actions, consents and other matters affecting Holders of Certificates issued under this Resolution as from time to time supplemented, other than payments, redemptions, and purchases, the Issuer may (but shall not be obligated to) treat as the Holder of a Certificate the beneficial owner of the Certificate instead of the person in whose name the Certificate is registered. For that purpose, the Issuer may ascertain the identity of the beneficial owner of the Certificate by such means as the Bond Registrar in its sole discretion deems appropriate, including but not limited to a certificate from the Depository or other person in whose name the Certificate is registered identifying such beneficial owner.

C. The principal of and interest on the Certificates shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The Issuer shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of principal and interest.

### 3.06 Use of Global Book-Entry System.

A. There has been previously submitted to this City Council a form of Blanket Issuer Letter of Representations (the "Representation Letter") between the Issuer and the Depository

setting forth various matters relating to the Depository and its role with respect to the Certificates. The terms and conditions of the Representation Letter are ratified.

B. All of the Certificates shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest on and principal of any Certificate registered in the name of Cede & Co. shall be made by wire transfer or New York Clearing House or equivalent same day funds by 10:00 a.m. CT or as soon as possible thereafter following the Bond Registrar's receipt of funds from the Issuer on each Interest Payment Date to the account of Cede & Co. on each Interest Payment Date at the address indicated in or pursuant to the Representation Letter.

C. So long as DTC is the Depository or it or its nominee is the Holder of any Certificates, the Issuer shall comply with the provisions of the Representation Letter, as it may be amended or supplemented from time to time.

D. Additional matters with respect to, among other things, notices, consents and approvals by Holders and payments on the Certificates are set forth in the Representation Letter.

E. The provisions in the Representation Letter are incorporated herein by reference and made a part of this resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Representation Letter shall control.

3.07 Mutilated, Stolen or Destroyed Certificates. If a Certificate becomes mutilated or is destroyed, stolen, or lost, the Bond Registrar will deliver a new Certificate of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Certificate or in lieu of and in substitution for any Certificate destroyed, stolen, or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the Issuer in connection therewith, including the cost of printing new Certificates; and, in the case of a Certificate destroyed, stolen, or lost, upon filing with the Bond Registrar and the Issuer of evidence satisfactory to it and the Issuer that the Certificate was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it and the Issuer and as provided by law, in which both the Issuer and the Bond Registrar must be named as obligees. Certificates so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the Issuer. If the mutilated, destroyed, stolen, or lost Certificate has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Certificate prior to payment.

Section 4. Form of the Certificates.

4.01 The Certificates shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MINNESOTA

COUNTY OF COTTONWOOD

R-1

\$2,390,000

CITY OF WINDOM  
GENERAL OBLIGATION TEMPORARY EQUIPMENT CERTIFICATE,  
SERIES 2007A

<u>Rate</u>	<u>Maturity Date</u>	<u>Original Date of Issue</u>	<u>CUSIP</u>
_____ %	February 1, 20__	February 1, 2007	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: TWO MILLION THREE HUNDRED NINETY THOUSAND DOLLARS

The City of Windom, in the County of Cottonwood and State of Minnesota (the "Issuer"), certifies that it is indebted and for value received, promises to pay to the registered owner specified above or on the Registration Certificate attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon from the date of original issue set forth above, or from the most recent Interest Payment Date (defined below) to which interest has been paid or duly provided for, until the principal amount is paid, said interest being at the rate per annum specified above. Interest is payable semiannually on February 1 and August 1 of each year, (each referred to herein as an "Interest Payment Date"), commencing on August 1, 2007, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal amount is paid or has been provided for. This Certificate will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof set forth above.

**Payment.** The principal of and premium, if any, on this Certificate are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the office of Bond Trust Services Corporation of Roseville, Minnesota, as registrar, paying agent, authenticating agent and transfer agent (the "Bond Registrar"), or at the office of such successor bond registrar as may be designated by the Issuer. Interest on this Certificate will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) to the person in whose name this Certificate is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not

so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of the defaulted interest, and notice of the special record date shall be given by the Bond Registrar to the Holders not less than (10) ten days prior thereto. The Bond Registrar shall make all payments with respect to this Certificate without, except for payment of principal on this Certificate, the presentation or surrender of this Certificate, and all such payments shall discharge the obligations of the Issuer to the extent of the payments so made. The principal of, premium, if any, and interest on this Certificate are payable in lawful money of the United States of America. For the prompt and full payment of such principal and interest as they become due, the full faith and credit of the Issuer are irrevocably pledged.

**Date of Payment Not Business Day.** If the date for payment of the principal of, premium, if any, or interest on this Certificate shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

**Optional Redemption.** The Certificates of this issue are each subject to redemption and prepayment at the option of the Issuer on February 1, 2009 and on any business day thereafter, in whole or in part, and if in part at the option of the Issuer and in such manner as the Issuer shall determine and by lot as to Certificates maturing in the same year, at a price of par plus accrued interest to the date of redemption.

**Notice of and Selection of Certificates for Redemption.** Not less than 30 nor more than 60 days prior to the date fixed for redemption and prepayment of any Certificates, notice of redemption shall be mailed to each registered owner of a Certificate to be redeemed; provided, however, that so long as the Certificates are registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), notice of redemption shall be given in accordance with the terms of the Blanket Issuer Letter of Representations which has been executed by the Issuer and DTC (the "Representation Letter").

If less than all the Certificates are called for redemption while the Certificates are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount to be prepaid. DTC will determine by lot the amount of each participant's interest to be redeemed and each participant will then select by lot the beneficial ownership interest to be redeemed. If less than all the Certificates are called for redemption and the Certificates are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the Certificates to be redeemed. All prepayments shall be at a price equal to the

principal amount thereof plus accrued interest. If any Certificate is redeemed in part, upon surrender of the Certificate being redeemed, the Issuer shall deliver or cause to be delivered to the registered owner of such Certificate, a Certificate in like form in the principal amount equal to that portion of the Certificate so surrendered not being redeemed.

**Purpose; Payment.** The Certificate is one of a series issued by the Issuer in the total aggregate amount of \$2,390,000, all of like original issue date and tenor, except as to number and denomination, pursuant to the authority contained in Minnesota Statutes, Sections 410.33, 412.301 and 475.61, Subdivision 6, Chapter 475 and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the Issuer on January 16, 2007 (the "Resolution"), for the purpose of providing funds for the temporary financing of a portion of the acquisition costs of items of capital equipment. The principal and interest on the Certificates will be payable primarily from ad valorem taxes levied by the Issuer for such purpose and from the proceeds of permanent bonds or additional temporary bonds which the Issuer shall offer for sale in advance of the maturity date set forth above. The registered holders of the Certificates shall have and may enforce, by mandamus or other appropriate proceedings, all rights respecting the levy and collection of taxes that are granted by law to holders of permanent bonds, except the right to require the levies to be collected prior to the maturity of the Certificates. If the Certificates are not paid in full at maturity, the holders may require the issuance in exchange for them, at par, of new temporary bonds maturing within one year from their date of issue but not subject to any other maturity limitation, and bearing interest at the maximum rate permitted by law.

**General Obligation.** This Certificate constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are irrevocably pledged.

**Denominations; Exchange.** The Certificates of this series are issued as fully registered bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof. The Issuer will, at the request of the registered owner, issue one or more new fully registered bonds in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of this Certificate, and of like tenor except as to number and principal amount at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution and the Representation Letter. Reference is made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

**Registration; Transfer.** This Certificate shall be registered in the name of the payee on the books of the Issuer by presenting this Certificate for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of

registration opposite the name of the payee in the Registration Certificate attached hereto. Thereafter this Certificate may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Certificate is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and the Representation Letter and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar. Thereupon the Issuer shall execute (if required by law or the Resolution) and the Bond Registrar shall authenticate (if required by law or the Resolution) and deliver, in exchange for this Certificate, one or more new fully registered Certificates in the name of the transferee, of an authorized denomination, in an aggregate principal amount equal to the principal amount of this Certificate, of the same maturity, and bearing interest at the same rate.

**Fees Upon Transfer or Loss.** The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Certificate and any legal or unusual costs regarding transfers and lost Certificates. No service charge shall be made by the Issuer for any transfer or exchange hereinbefore referred to but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

**Treatment of Registered Owner.** The Issuer and Bond Registrar may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Certificate shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

**Authentication.** This Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until either (i) the Bond Registrar's Authentication Certificate hereon shall have been executed by the Bond Registrar by one of its authorized representatives or (ii) the Certificate has been manually executed by at least one officer of the governing body of the Issuer.

**Qualified Tax-Exempt Obligations.** The Certificates of this issue have been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Certificates by financial institutions.

IT IS CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to and in the

issuance of this Certificate in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as so required; that, if necessary for payment of principal of and interest on the Certificates of this issue, ad valorem taxes may be levied upon all taxable property in the Issuer without limitation as to rate or amount; and that the issuance of this Certificate on the date of original issue hereof and the date of its actual original issuance and delivery, does not exceed any constitutional, charter or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Windom, Cottonwood County, Minnesota, by its governing body, has caused this Certificate to be executed in its name by the facsimile or manual signature of the Mayor and attested by the facsimile or manual signature of the Administrator-Clerk-Treasurer, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

ATTEST:

(Facsimile Signature) \_\_\_\_\_  
Administrator-Clerk-Treasurer

(Facsimile Signature) \_\_\_\_\_  
Mayor

Date of Authentication: \_\_\_\_\_

#### BOND REGISTRAR'S AUTHENTICATION CERTIFICATE

The Bond Registrar confirms that the books reflect the ownership of this Certificate registered in the name of the owner named above in the principal amount and maturity date stated above and this Certificate is one of the Certificates of the series issued pursuant to the Resolution hereinabove described.

#### BOND TRUST SERVICES CORPORATION

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

#### BOND COUNSEL OPINION

I certify that the above is a full, true and correct copy of the legal opinion rendered by Bond Counsel on the issuance of the Certificates, dated as of the date of delivery of and payment for the Certificates.

\_\_\_\_\_  
Administrator-Clerk-Treasurer

REGISTRATION CERTIFICATE

This Certificate must be registered as to both principal and interest in the name of the owner on the books to be kept by Bond Trust Services Corporation of Roseville, Minnesota, as Bond Registrar. No transfer of this Certificate shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Certificate and the interest accruing thereon is registered on the books of Bond Trust Services Corporation in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	Signature of Bond Registrar
02/___/07	Cede and Co. c/o The Depository Trust Company 55 Water Street New York, NY 10041 Federal Taxpayer I.D. No. 13-2555119	_____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

(Name and Address of Assignee)

\_\_\_\_\_  
\_\_\_\_\_  
Social Security or Other  
Identifying Number of Assignee

the within Certificate and all rights thereunder and does irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of  
National Securities Exchange)

*Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

4.02 Preparation and Execution. The Certificates shall be prepared for execution in accordance with the approved form and shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Administrator-Clerk-Treasurer. The legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A. shall be appended to each Certificate. The corporate seal of the Issuer may be omitted from the Certificates as permitted by law. In case any officer whose signature or a facsimile of whose signature shall appear on the Certificates shall cease to be an officer before delivery of the Certificates, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

4.03 Delivery of the Certificates. Delivery of the Certificates and payment of the purchase price shall be made at a place mutually satisfactory to the Issuer and the Purchaser. Printed or typewritten, and executed Certificates shall be furnished by the Issuer without cost to the Purchaser. The Certificates, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the Administrator-Clerk-Treasurer to the Purchaser upon receipt of the purchase price plus accrued interest.

Section 5. Funds and Accounts; Tax Levy.

5.01 The Fund and the Accounts. There is created a special fund to be designated the "General Obligation Temporary Equipment Certificates, Series 2007A Fund" (the "Fund") to be administered and maintained by the Administrator-Clerk-Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Issuer. The Fund shall be maintained in the manner herein specified until all of the Certificates and the interest thereon have been fully paid. There shall be maintained in the Fund two (2) separate accounts, to be designated the "Project Account" and "Debt Service Account," respectively:

A. *Project Account.*

(1) On receipt of the purchase price of the Certificates, the Issuer shall credit proceeds from the sale of the Certificates, less amounts allocated as capitalized interest funded from Certificate proceeds (the "Capitalized Interest") and less amounts used to pay part of the interest cost of the issue as allowed by Minnesota Statutes, Section 475.56 (the "Additional Interest") and less amounts allocated to accrued interest paid by the Purchaser upon closing and delivery of the Certificates (the "Accrued Interest") to a separate Project Account, which is created in the Fund (the "Project Account").

(2) From the Project Account there shall be paid all costs and expenses of acquiring the Equipment, and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in said account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Certificates may also be used to the extent necessary to pay interest on the Certificates due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied; and provided further that if upon completion of the acquisition of the Equipment there shall remain any unexpended balance in the Project Account, the balance shall be transferred by the City Council to the Debt Service Account. Other costs for which payment from the Project Account is authorized shall include costs of legal, financial advisory, and other professional services, printing and publication costs, and costs of issuance of the Certificates.

B. *Debt Service Account.*

(1) There is pledged and appropriated and there shall be credited to the Debt Service Account: (i) the Accrued Interest; (ii) the Capitalized Interest; (iii) the Additional Interest; (iv) the ad valorem taxes hereinafter levied; (v) all funds remaining in the Project Account after completion of the acquisition of the Equipment and payment of the costs thereof; (vi) any and all other moneys which are properly available and are appropriated by the governing body of the Issuer to the Debt Service Account; (vii) proceeds of the Obligations referred to below; and (viii) investment earnings on the monies identified in the foregoing clauses (i) through (vii). The proceeds of the Certificates described in clauses (i) through (iii) of the preceding sentence shall be used for payment of interest on the Certificates.

(2) The money in such account shall be used for no purpose other than the payment of principal and interest and redemption premium, if any, on the Certificates and any other general obligation bonds of the Issuer hereafter issued by the Issuer and made payable from said account as provided by law.

(3) If the balances in the Debt Service Account are ever insufficient to pay all principal and interest then due on the Certificates issued hereunder, the Administrator-Clerk-Treasurer shall nevertheless provide sufficient money first from the Project Account and next from any other funds of the Issuer which are available for that purpose,

and such other funds shall be reimbursed from the Debt Service Account when the balance therein is sufficient or from the proceeds of definitive bonds in accordance with this Section. All such reimbursements shall comply with Treasury Regulations, Section 1.150-2.

(4) In accordance with its statutory duties under Minnesota Statutes, Section 475.61, Subdivision 6, the Issuer covenants and agrees with the holders of the Certificates that (a) the holders of the Certificates shall have and may enforce, by mandamus or other appropriate proceedings, all rights respecting the levy and collection of taxes that are granted by law to holders of permanent bonds, except the right to require the levies to be collected prior to the maturity of the Certificates and (b) to the extent that the principal of and interest on the Certificates cannot be paid when due from other sources pledged or appropriated for the purpose, they shall be paid from the proceeds of permanent bonds or additional temporary bonds which the City Council shall offer for sale in advance of the Maturity Date (the "Obligations").

5.02 Tax Levy. A. For the prompt and full payment of the principal and interest on the Certificates when due, the full faith and credit and taxing power of the Issuer are irrevocably pledged. There is levied a direct annual ad valorem tax upon all taxable property in the Issuer which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the Issuer. Said levies are for the years and in the amounts set forth in ATTACHMENT A hereto, which is incorporated by reference as though fully set forth herein.

B. The tax levies are such that if collected in full, they together with the proceeds of the Obligations referred to below and estimated collections of investment earnings herein pledged for payment of the Certificates will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Certificates.

C. The tax levies shall be irrevocable so long as any of the Certificates are outstanding and unpaid; provided, however, that on November 30 of each year, while any Certificates issued hereunder remain outstanding, the City Council shall reduce or cancel the above levies to the extent of funds available in the Debt Service Account to pay principal and interest due during the ensuing year, and shall direct the County Auditor to reduce the levy for such calendar year by that amount.

5.03 Investments. Monies on deposit in the Project Account and in the Debt Service Account may, at the discretion of the Administrator-Clerk-Treasurer, be invested in securities permitted by Minnesota Statutes, Chapter 118A, that any such investments shall mature at such times and in such amounts as will permit for payment of project costs and/or payment of the principal and interest on the Certificates when due.

Section 6. Tax Covenants.

6.01 General.

A. The Issuer covenants and agrees with the Holders of the Certificates that the Issuer will (i) take all action on its part necessary to cause the interest on the Certificates to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Certificates and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Certificates to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Certificates and investment earnings thereon on certain specified purposes.

B. The Issuer covenants with the Holders from time to time of the Certificates that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest payable on the Certificates to become subject to taxation under the Internal Revenue Code; and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to insure that such interest will not become subject to taxation under the Code. The term "Internal Revenue Code" or "Code" as used herein includes the Internal Revenue Code of 1986, as amended, and all regulations, amended regulations and proposed regulations issued thereunder, as now existing, or as hereafter amended or proposed.

C. No portion of the proceeds of the Certificates shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Certificates were issued and (ii) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Certificates or \$100,000. To this effect any proceeds of the Certificates and any sums from time to time held in the Debt Service Account (or any other Issuer account which will be used to pay principal or interest to become due on the Certificates payable therefrom) in excess of amounts which under then applicable federal arbitrage restrictions may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in those funds shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

6.02. Small-Issuer Rebate Exception. For purposes of qualifying for the small-issuer exception to the federal arbitrage rebate requirements, the Issuer finds, determines and declares:

A. the Issuer is a governmental unit with general taxing powers;

B. the Certificates are not "private activity bonds" as defined in Section 141 of the Code;

C. 95% or more of the net proceeds of the Certificates are to be used for local governmental activities of the Issuer; and

D. the aggregate face amount of the tax-exempt obligations (other than private activity bonds) issued by the Issuer during the calendar year in which the Certificates are issued is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

6.03. Bank Qualification. In order to qualify the Certificates as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the Issuer makes the following factual statements and representations:

A. the Certificates are not "private activity bonds" as defined in Section 141 of the Code;

B. the Issuer designates the Certificates as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

C. the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Issuer (and all entities whose obligations will be aggregated with those of the Issuer) during the calendar year in which the Certificates are being issued will not exceed \$10,000,000; and

D. not more than \$10,000,000 of obligations issued by the Issuer during the calendar year in which the Certificates are being issued have been designated for purposes of Section 265(b)(3) of the Code.

6.04 Arbitrage Certification. The Mayor and Administrator-Clerk-Treasurer, being the officers of the Issuer charged with the responsibility for issuing the Certificates pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser an arbitrage certification in order to satisfy the provisions of the Code and the regulations promulgated thereunder.

6.05 Opinion of Counsel. Notwithstanding any other provision of this Section 6, any requirement imposed hereunder or under Section 5 hereof may be deemed inapplicable and of no force or effect if an opinion of counsel is rendered to the Issuer by nationally recognized Bond Counsel to the effect that the failure to impose such requirement will not adversely effect the tax exempt status of interest on the Certificates.

Section 7. Certificates of Proceedings; Miscellaneous.

7.01 Filing of Resolution; County Auditor Certificate. The Administrator-Clerk-Treasurer is directed to file a certified copy of this Resolution in the office of the County Auditor of Cottonwood County, along with such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the Certificates herein authorized have been duly entered on the Auditor's register and that the tax required by law for the payment of said Certificates has been levied.

7.02 Authentication of Transcript. The officers of the Issuer are authorized and directed to prepare and furnish to the Purchaser and to Bond Counsel certified copies of all proceedings and records of the Issuer relating to the authorization and issuance of the Certificates and to the financial condition and affairs of the Issuer and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Certificates as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the Issuer as to the correctness of facts recited therein and the actions stated therein to have been taken.

7.03 Offering Materials. The Official Statement relating to the Certificates, on file with the Administrator-Clerk-Treasurer and presented to this meeting, is approved and deemed final, and the furnishing thereof to prospective purchasers of the Certificates is ratified and confirmed, insofar as the same relates to the Certificates and the sale thereof. The Mayor and the Administrator-Clerk-Treasurer are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Certificates and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

7.04 Absent or Disabled Officers. In the event of the absence or disability of the Mayor or the Administrator-Clerk-Treasurer, such officers or members of the City Council as in the opinion of the Issuer's attorney, may act in their behalf, shall without further act or authorization, execute and deliver the Certificates, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

7.05 Defeasance. When all Certificates have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Certificates shall, to the extent permitted by law, cease. The Issuer may discharge its obligations with respect to any Certificates which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Certificate should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The Issuer may also discharge its obligations with respect to any prepayable Certificates called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date

a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The Issuer may also at any time discharge its obligations with respect to any Certificates, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 8. Continuing Disclosure. The City Council acknowledges that the Certificates are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the Holders to provide continuing disclosure with respect to the Certificates. To provide for the public availability of certain information relating to the Certificates and the security therefor and to permit underwriters of the Certificates to comply with the Rule, which will enhance the marketability of the Certificates, the Mayor and the Administrator-Clerk-Treasurer are authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the Issuer.

Section 9. Authorization of Payment of Certain Costs of Issuance. The Issuer authorizes the purchaser to forward the amount of Certificate proceeds allocable to the payment of issuance expenses to U.S. Trust Company, Minneapolis, Minnesota, on the date of closing and delivery of the Certificates (the "Closing Date") for further distribution as directed by the Issuer's Financial Advisor and as set forth in the officers' certificate provided to the Purchaser on the Closing Date.

Adopted: January 16, 2007

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Mayor

ATTEST:

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Administrator-Clerk-Treasurer

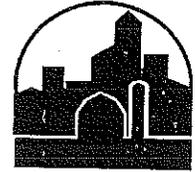
STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF COTTONWOOD    )

I am the duly qualified and acting Administrator-Clerk-Treasurer of the City of Windom, Minnesota, certify that I am the official custodian of the records of the City, and that I have compared the attached copy with the original records of the City, and that it is a true and correct transcript taken from the records of the proceedings of the regular meeting of the City Council, held at the City of Windom, Minnesota, on January 16, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of January, 2007.

\_\_\_\_\_  
Administrator-Clerk-Treasurer

# MEMORANDUM



CITY OF WINDOM  
444 9th Street  
P. O. Box 38  
Windom, MN 56101  
Phone: 507-831-6129  
Fax: 507-831-6127

**TO:** City Council  
**FROM:** City Administrator  
**DATE:** January 12, 2007  
**RE:** City of Windom – 2006 Pay Equity Implementation Report

The City of Windom is required to submit information to the State of Minnesota showing its compliance with pay equity laws. Information from the City of Windom (including the Hospital) will be completed and submitted to an independent consulting firm for testing on Tuesday. A copy of this information will be available for Council review at the City Council meeting January 16, 2007. The State of Minnesota due date for Council approval and submission is January 31, 2007.

Staff is recommending the approval of the pay equity plan, as submitted, pending a successful outcome of the testing. If the testing identifies areas of concern, we are seeking Council's permission to address these areas and then submit the plan to the State of Minnesota. Otherwise, we could bring the pay equity plan back to the Council for consideration at a special meeting.

If you have any questions please contact Denise Nichols or myself at 831-6129.

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY OFFICE	MII LIFE	VEBA	186.16
CITY OFFICE	MN NCPERS LIFE INSUR	INSURANCE	112.00
	Total for Department 103		298.16*
P & Z / BUILDING OFF	MII LIFE	VEBA	139.62
P & Z / BUILDING OFF	MN NCPERS LIFE INSUR	INSURANCE	24.00
	Total for Department 106		163.62*
CITY HALL	SANDRA HERDER	CLEANING	284.00
CITY HALL	MELISSA PENAS	CLEANING	284.00
	Total for Department 115		568.00*
POLICE	MII LIFE	VEBA	1,312.27
POLICE	MN NCPERS LIFE INSUR	INSURANCE	144.00
POLICE	CONOCO PHILLIPS FLEE	GAS	69.71
	Total for Department 120		1,525.98*
FIRE DEPARTMENT	AMOCO OIL COMPANY	GAS	76.85
FIRE DEPARTMENT	CONOCO PHILLIPS FLEE	GAS	2.09
	Total for Department 125		78.94*
STREET	AMOCO OIL COMPANY	GAS	350.12
STREET	MII LIFE	VEBA	179.49
STREET	MN NCPERS LIFE INSUR	INSURANCE	89.00
	Total for Department 140		618.61*
PARKS	AMOCO OIL COMPANY	GAS	11.15
PARKS	MII LIFE	VEBA	174.17
PARKS	MN NCPERS LIFE INSUR	INSURANCE	16.00
PARKS	CONOCO PHILLIPS FLEE	GAS	60.47
	Total for Department 165		261.79*
	Total for Fund 01		3,515.10*
LIBRARY	SANDRA HERDER	CLEANING	284.00
LIBRARY	MELISSA PENAS	CLEANING	284.00
	Total for Department 171		568.00*
	Total for Fund 03		568.00*
4TH AVE PROJECT	EHLE & ASSOC., INC.	CONTINUING DISCLOSURE RE	425.00
	Total for Department 168		425.00*
	Total for Fund 06		425.00*
UHF TV	FEDERATED RURAL ELEC	POWER COST	135.02
	Total for Department 173		135.02*
	Total for Fund 10		135.02*
AIRPORT	RED ROCK RURAL WATER	WATER	29.46

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
AIRPORT	SO. CENTRAL ELECTRIC POWER COST		403.08
	Total for Department 174		432.54*
	Total for Fund 11		432.54*
AMBULANCE	TIM HACKER	EXPENSE	26.00
AMBULANCE	KIM POWERS	EXPENSE	65.54
AMBULANCE	PAULA RAVERTY	EXPENSE	40.73
	Total for Department 176		132.27*
	Total for Fund 13		132.27*
MULTI-PURPOSE BUILDI MII LIFE	VEBA		360.33
MULTI-PURPOSE BUILDI MN NCPERS LIFE INSUR	INSURANCE		56.00
MULTI-PURPOSE BUILDI CONOCO PHILLIPS FLEE GAS			60.57
	Total for Department 177		476.90*
	Total for Fund 14		476.90*
PM REVOLVING LOAN PU BANK MIDWEST	LOAN PAYMENT		3,830.79
	Total for Department 172		3,830.79*
	Total for Fund 15		3,830.79*
EDA LINDAMAN REV LOA EHLER & ASSOC., INC. CONTINUING DISCLOSURE RE			425.00
	Total for Department 178		425.00*
	Total for Fund 31		425.00*
LIQUOR	BEVERAGE WHOLESALERS MERCHANDISE		3,255.30
LIQUOR	LOCHER BROTHERS INC MERCHANDISE		3,721.25
LIQUOR	GRIGGS COOPER MERCHANDISE		681.95
LIQUOR	HAGEN DISTRIBUTING MERCHANDISE		11,981.85
LIQUOR	JOHNSON BROS. MERCHANDISE		1,072.75
LIQUOR	MII LIFE VEBA		348.34
LIQUOR	MN NCPERS LIFE INSUR INSURANCE		28.00
LIQUOR	PHILLIPS WINE & SPIR MERCHANDISE		2,873.78
LIQUOR	QUALITY WINE SPIRITS MERCHANDISE		3,022.31
	Total for Department 180		26,985.53*
	Total for Fund 60		26,985.53*
WATER	MII LIFE VEBA		569.04
WATER	MN DEPT OF HEALTH WA SUR CHARGE		3,146.00
WATER	MN NCPERS LIFE INSUR INSURANCE		40.00
WATER	CONOCO PHILLIPS FLEE GAS		218.68
WATER	U S POSTAL SERVICE POSTAGE		53.34
	Total for Department 181		4,027.06*
	Total for Fund 61		4,027.06*

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ELECTRIC	AMOCO OIL COMPANY	GAS	503.01
ELECTRIC	MII LIFE	VEBA	1,028.47
ELECTRIC	MN NCPERS LIFE INSUR	INSURANCE	89.00
ELECTRIC	CONOCO PHILLIPS FLEE	GAS	88.23
ELECTRIC	U S POSTAL SERVICE	POSTAGE	53.34
	Total for Department 182		1,762.05*
	Total for Fund 62		1,762.05*
SEWER	AMOCO OIL COMPANY	GAS	270.79
SEWER	MII LIFE	VEBA	917.39
SEWER	MN NCPERS LIFE INSUR	INSURANCE	72.00
SEWER	CONOCO PHILLIPS FLEE	GAS	57.53
SEWER	U S POSTAL SERVICE	POSTAGE	53.33
	Total for Department 183		1,371.04*
	Total for Fund 63		1,371.04*
ARENA	MII LIFE	VEBA	174.17
ARENA	MN NCPERS LIFE INSUR	INSURANCE	33.00
	Total for Department 184		207.17*
	Total for Fund 64		207.17*
	BANK MIDWEST	LOAN PAYMENT	4,585.50
	Total for Department		4,585.50*
ECONOMIC DEVELOPMENT	AVERY OUTDOOR	RENT	375.00
ECONOMIC DEVELOPMENT	MII LIFE	VEBA	139.62
ECONOMIC DEVELOPMENT	MN NCPERS LIFE INSUR	INSURANCE	8.00
	Total for Department 187		522.62*
	Total for Fund 67		5,108.12*
TELECOMMUNICATIONS	B B C AMERICA	SUBSCRIBER	4.83
TELECOMMUNICATIONS	COMCAST MEDIA CENTER	SUBSCRIBER	15.20
TELECOMMUNICATIONS	DISCOVERY DIGITAL NE	SUBSCRIBER	14.83
TELECOMMUNICATIONS	DISCOVERY HEALTH CHA	SUBSCRIBER	6.82
TELECOMMUNICATIONS	EHLER & ASSOC., INC.	CONTINUING DISCLOSURE RE	425.00
TELECOMMUNICATIONS	MII LIFE	VEBA	17.24
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	SUBSCRIBER	18,477.32
TELECOMMUNICATIONS	MN NCPERS LIFE INSUR	INSURANCE	64.00
TELECOMMUNICATIONS	CONOCO PHILLIPS FLEE	GAS	71.22
TELECOMMUNICATIONS	U S POSTAL SERVICE	POSTAGE	159.99
	Total for Department 199		19,256.45*
	Total for Fund 69		19,256.45*
	MN NCPERS LIFE INSUR	INSURANCE	48.00
	SELECTACCOUNT	FLEX SPENDING	487.69

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
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		Total for Department	535.69*
		Total for Fund 70	535.69*
		Grand Total	69,293.73*

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	CONVENT. & VISTOR BU	LODGING TAX	1,882.46
MAYOR & COUNCIL	MII LIFE	VEBA GRANT - GEORGE HOWE	275.00
	Total for Department 101		2,157.46*
CITY OFFICE	CMRS - TMS	POSTAGE	253.53
CITY OFFICE	ELECTRIC FUND	UTILITIES BILLING	350.15
CITY OFFICE	DENISE NICHOLS	EXPENSE	39.57
CITY OFFICE	VET'S WHOA N'GO	SUPPLIES	-.91
	Total for Department 103		642.34*
P & Z / BUILDING OFF	CMRS - TMS	POSTAGE	9.12
P & Z / BUILDING OFF	VET'S WHOA N'GO	GAS	79.36
	Total for Department 106		88.48*
CITY HALL	ELECTRIC FUND	UTILITIES BILLING	515.81
	Total for Department 115		515.81*
POLICE	ELECTRIC FUND	UTILITIES BILLING	70.59
	Total for Department 120		70.59*
FIRE DEPARTMENT	CMRS - TMS	POSTAGE	8.70
FIRE DEPARTMENT	VET'S WHOA N'GO	GAS	147.74
	Total for Department 125		156.44*
STREET	CMRS - TMS	POSTAGE	10.77
STREET	ELECTRIC FUND	UTILITIES BILLING	3,405.90
STREET	ERICKSON OIL CO	GAS	244.21
STREET	VET'S WHOA N'GO	GAS	188.95
	Total for Department 140		3,849.83*
PARKS	ELECTRIC FUND	UTILITIES BILLING	130.00
	Total for Department 165		130.00*
	Total for Fund 01		7,610.95*
LIBRARY	ELECTRIC FUND	UTILITIES BILLING	305.02
	Total for Department 171		305.02*
	Total for Fund 03		305.02*
UHF TV	ELECTRIC FUND	UTILITIES BILLING	24.72
	Total for Department 173		24.72*
	Total for Fund 10		24.72*
AIRPORT	CMRS - TMS	POSTAGE	7.02
	Total for Department 174		7.02*
	Total for Fund 11		7.02*
POOL	ELECTRIC FUND	UTILITIES BILLING	36.88

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
		Total for Department 175	36.88*
		Total for Fund 12	36.88*
AMBULANCE	CMRS - TMS	POSTAGE	5.31
AMBULANCE	VET'S WHOA N'GO	GAS	1,210.50
		Total for Department 176	1,215.81*
		Total for Fund 13	1,215.81*
MULTI-PURPOSE BUILDI	CMRS - TMS	POSTAGE	11.94
MULTI-PURPOSE BUILDI	ELECTRIC FUND	UTILITIES BILLING	1,237.87
		Total for Department 177	1,249.81*
		Total for Fund 14	1,249.81*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	977.55
LIQUOR	CMRS - TMS	POSTAGE	2.73
LIQUOR	LOCHER BROTHERS INC	MERCHANDISE	1,082.65
LIQUOR	ELECTRIC FUND	UTILITIES BILLING	877.05
LIQUOR	GRIGGS COOPER	MERCHANDISE	2,451.11
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	7,910.75
LIQUOR	JOHNSON BROS.	MERCHANDISE	1,267.60
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	7,693.15
		Total for Department 180	22,262.59*
		Total for Fund 60	22,262.59*
WATER	CMRS - TMS	POSTAGE	201.39
WATER	ELECTRIC FUND	UTILITIES BILLING	5,536.23
WATER	MIDWEST WIRELESS	TELEPHONE	39.38
		Total for Department 181	5,777.00*
		Total for Fund 61	5,777.00*
ELECTRIC	CMRS - TMS	POSTAGE	214.30
ELECTRIC	ELECTRIC FUND	UTILITIES BILLING	267.41
ELECTRIC	BRAD BUSSA	CLEANING	184.60
		Total for Department 182	666.31*
		Total for Fund 62	666.31*
SEWER	CMRS - TMS	POSTAGE	211.91
SEWER	ELECTRIC FUND	UTILITIES BILLING	10,510.91
SEWER	MIDWEST WIRELESS	TELEPHONE	39.37
		Total for Department 183	10,762.19*
		Total for Fund 63	10,762.19*
ARENA	ELECTRIC FUND	UTILITIES BILLING	5,059.43

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
		Total for Department 184	5,059.43*
		Total for Fund 64	5,059.43*
RIVERBLUFF TOWNHOMES ELECTRIC FUND		UTILITIES BILLING	87.70
		Total for Department 186	87.70*
		Total for Fund 66	87.70*
ECONOMIC DEVELOPMENT CMRS - TMS		POSTAGE	32.52
ECONOMIC DEVELOPMENT ELECTRIC FUND		UTILITIES BILLING	133.98
		Total for Department 187	166.50*
		Total for Fund 67	166.50*
	MN 9-1-1 PROGRAM	911 SERVICE	662.11
		Total for Department	662.11*
TELECOMMUNICATIONS	CMRS - TMS	POSTAGE	215.76
TELECOMMUNICATIONS	ELECTRIC FUND	UTILITIES BILLING	1,399.59
TELECOMMUNICATIONS	QWEST	SERVICE	223.13
TELECOMMUNICATIONS	VET'S WHOA N'GO	GAS	64.28
		Total for Department 199	1,902.76*
		Total for Fund 69	2,564.87*
		COLONIAL LIFE INSURA INSURANCE	22.05
		Total for Department	22.05*
		Total for Fund 70	22.05*
		Grand Total	57,818.85*

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	CITIZEN PUBLISHING C	ADVERTISING	336.30
MAYOR & COUNCIL	COALITION OF GREATER DUES		5,984.00
MAYOR & COUNCIL	DAN'S OFFICE SUPPLY	SUPPLIES	401.70
MAYOR & COUNCIL	FIRST FLORAL HALLMAR	FLOWERS	13.79
MAYOR & COUNCIL	GORDY'S FOODS	MAYORS MEDAL	7.77
MAYOR & COUNCIL	LEAGUE OF MN CITIES	WORKERS COMP	50.00
MAYOR & COUNCIL	MCDONALD & GUDMESTAD	LEGAL FEES	207.00
MAYOR & COUNCIL	WINDOM CHAMBER OF CO	MAYOR'S MEDAL EXPENSE	19.86
	Total for Department 101		7,020.42*
CITY OFFICE	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	8.24
CITY OFFICE	DAN'S OFFICE SUPPLY	SUPPLIES	421.53
CITY OFFICE	GORDY'S FOODS	SUPPLIES	43.55
CITY OFFICE	LEAGUE OF MN CITIES	WORKERS COMP	2,786.00
CITY OFFICE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.20
CITY OFFICE	QUILL CORP	SUPPLIES	54.25
CITY OFFICE	RUNNING'S SUPPLY	MAINTENANCE	21.71
CITY OFFICE	WINDOM QUICK PRINT	PRINTING	611.10
	Total for Department 103		3,951.58*
P & Z / BUILDING OFF	DAN'S OFFICE SUPPLY	SUPPLIES	23.89
P & Z / BUILDING OFF	LEAGUE OF MN CITIES	WORKERS COMP	724.13
P & Z / BUILDING OFF	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.20
P & Z / BUILDING OFF	MN DEPT OF LABOR & I	BLDG PERMIT SURCHARGE	914.30
P & Z / BUILDING OFF	SW MN CHAPTER OF I.C	MEMBERSHIP	75.00
	Total for Department 106		1,742.52*
CITY HALL	COTTONWOOD COUNTY SO	RECYCLING PICK UP	12.00
CITY HALL	WASTE MANAGEMENT OF	HAUL GARBAGE	76.05
CITY HALL	HOLT ELECTRIC	MAINTENANCE	260.04
CITY HALL	LAMPERTS YARDS, INC.	MAINTENANCE	63.27
CITY HALL	SCHWALBACH HARDWARE	MAINTENANCE	149.17
	Total for Department 115		560.53*
POLICE	CITIZEN PUBLISHING C	ADVERTISING	49.20
POLICE	H.E.A.T. TACTICAL TE	DUES	1,500.00
POLICE	KDOM RADIO	ADVERTISING	30.00
POLICE	LEAGUE OF MN CITIES	WORKERS COMP	22,100.58
POLICE	MCDONALD & GUDMESTAD	LEGAL FEES	2,664.00
POLICE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	22.50
POLICE	MID STATE ORGANIZED	DUES	100.00
POLICE	MN CHIEF OF POLICE A	MEMBERSHIP	130.00
POLICE	MN WEST COLLEGE - GR	ENROLLMENT FEE	275.00
POLICE	NEW STAR SALES & SER	COMPUTER	55.00
POLICE	SCHWALBACH HARDWARE	MAINTENANCE	32.89
POLICE	STREICHER'S	EQUIPMENT	1,921.56
POLICE	WINDOM FIRE SAFETY	MAINTENANCE	12.00
	Total for Department 120		28,892.73*
FIRE DEPARTMENT	COTTONWOOD COUNTY TR	FIRE HALL TRIP TO LUVERN	131.25
FIRE DEPARTMENT	LEAGUE OF MN CITIES	WORKERS COMP	4,244.00

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
FIRE DEPARTMENT	LUCAN COMMUNITY TV I	MAINTENANCE	149.10
FIRE DEPARTMENT	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.20
FIRE DEPARTMENT	RIVERSIDE LAUNDRY	SERVICE	298.20
FIRE DEPARTMENT	SOUTH CENTRAL COLLEGE	REGISTRATION	660.00
FIRE DEPARTMENT	SW REGIONAL FIRE DEP	DUES	50.00
	Total for Department 125		5,537.75*
EMERGENCY MANAGEMENT	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	200.00
	Total for Department 130		200.00*
ANIMALS	COTTONWOOD-SLAYTON V	VET SERVICE	19.18
ANIMALS	LEAGUE OF MN CITIES	WORKERS COMP	9.00
	Total for Department 135		28.18*
STREET	WASTE MANAGEMENT OF	HAUL GARBAGE	117.00
STREET	GRAINGER	MAINTENANCE	104.92
STREET	LAMPERTS YARDS, INC.	MAINTENANCE	212.63
STREET	LEAGUE OF MN CITIES	WORKERS COMP	14,508.00
STREET	MCDONALD & GUDMESTAD	LEGAL FEES	90.00
STREET	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.20
STREET	MESSER MACHINE & MFG	MAINTENANCE	100.10
STREET	MN MUNICIPAL UTILITI	2007 PARTICIPANT FEE	150.00
STREET	PAMIDA	SUPPLIES	10.64
STREET	PHILS SURPLUS	MAINTENANCE	20.00
STREET	RUNNING'S SUPPLY	MAINTENANCE	119.30
STREET	SCHWALBACH HARDWARE	MAINTENANCE	475.59
STREET	COUNTRY PRIDE SERVIC	MAINTENANCE	118.48
STREET	WINDOM FIRE SAFETY	MAINTENANCE	156.00
STREET	CARQUEST MOTOR PARTS	MAINTENANCE	55.10
	Total for Department 140		16,242.96*
RECREATION	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	4.10
RECREATION	MN RECREATION & PARK	DUES	200.00
	Total for Department 150		204.10*
PARKS	HOLT ELECTRIC	MAINTENANCE	514.60
PARKS	KELLY IRRIGATION & L	MAINTENANCE	700.00
PARKS	LEAGUE OF MN CITIES	WORKERS COMP	2,979.00
	Total for Department 165		4,193.60*
	Total for Fund 01		68,574.37*
	CITY OF WINDOM	STAPLES MAINTENANCE	400.00
	U S BANK TRUST NATIO	BOND PAYMENT	26,658.75
	MYRNA & EUGENE ANDER	REFUND-OVERPAY ON SPEC A	467.94
	Total for Department		27,526.69*
	Total for Fund 02		27,526.69*
LIBRARY	MICROMARKETING	BOOK	333.39

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
LIBRARY	BEC AUDIO	BOOK	57.00
LIBRARY	CENTER POINT LARGE P	BOOKS	38.94
LIBRARY	CITIZEN PUBLISHING C	SUBSCRIPTION	39.95
LIBRARY	COTTONWOOD COUNTY SO	RECYCLING PICK UP	12.00
LIBRARY	DAN'S OFFICE SUPPLY	SUPPLIES	243.45
LIBRARY	DEMCO	SUPPLIES	135.92
LIBRARY	THOMSON GALE	BOOKS	140.10
LIBRARY	INGRAM	BOOKS	700.69
LIBRARY	J & K WINDOWS	CLEANING	15.00
LIBRARY	KDOM RADIO	ADVERTISING	30.00
LIBRARY	LEAGUE OF MN CITIES	WORKERS COMP	583.00
LIBRARY	PLUM CREEK LIBRARY	WATCH GUARD LICENSE	165.00
LIBRARY	PLUNKETT'S PEST CONT	SERVICE	414.07
LIBRARY	READERS SERVICE	BOOK	17.76
LIBRARY	SCHWALBACH HARDWARE	MAINTENANCE	26.38
LIBRARY	WALL STREET JOURNAL	SUBSCRIPTION	264.00
LIBRARY	WINDOM FIRE SAFETY	SERVICE	23.00
LIBRARY	WORLD ALMANAC EDUCAT	BOOK	22.95
LIBRARY	YANKEE MAGAZINE	SUBSCRIPTION	24.00
	Total for Department 171		3,286.60*
	Total for Fund 03		3,286.60*
	JOHN DEERE GOV'T & N	TRACTOR	7,193.42
	Total for Department		7,193.42*
	Total for Fund 04		7,193.42*
	U S BANK TRUST NATIO	BOND PAYMENT	48,000.00
	Total for Department		48,000.00*
2003 IMPROVEMENT BON	U S BANK TRUST NATIO	BOND PAYMENT	13,674.00
	Total for Department 169		13,674.00*
	Total for Fund 05		61,674.00*
	WENCK ASSOCIATES, IN	07 STREET IMP (4TH)	10,410.24
	Total for Department		10,410.24*
	Total for Fund 07		10,410.24*
AIRPORT	LEAGUE OF MN CITIES	WORKERS COMP	325.16
AIRPORT	WINDOM FIRE SAFETY	MAINTENANCE	6.00
	Total for Department 174		331.16*
	Total for Fund 11		331.16*
POOL	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	4.12
POOL	LEAGUE OF MN CITIES	WORKERS COMP	4,427.00
	Total for Department 175		4,431.12*

CITY OF WINDOM  
 PM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
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Total for Fund 12			4,431.12*
AMBULANCE	CREATIVE DESIGN	SERVICE	577.23
AMBULANCE	LEAGUE OF MN CITIES	WORKERS COMP	6,884.00
AMBULANCE	MCDONALD & GUDMESTAD	LEGAL FEES	117.00
AMBULANCE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.20
AMBULANCE	SCHWALBACH HARDWARE	MAINTENANCE	12.76
AMBULANCE	COUNTRY PRIDE SERVIC	MAINTENANCE	15.00
AMBULANCE	WINDOM FIRE SAFETY	MAINTENANCE	21.00
Total for Department 176			7,632.19*
Total for Fund 13			7,632.19*
MULTI-PURPOSE BUILDI	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	4.12
MULTI-PURPOSE BUILDI	CITIZEN PUBLISHING C	ADVERTISING	178.00
MULTI-PURPOSE BUILDI	WASTE MANAGEMENT OF	HAUL GARBAGE	105.30
MULTI-PURPOSE BUILDI	FIRST FLORAL HALLMAR	FLOWERS	27.58
MULTI-PURPOSE BUILDI	HY-VEE FOOD STORE	MERCHANDISE	78.11
MULTI-PURPOSE BUILDI	KDOM RADIO	ADVERTISING	230.40
MULTI-PURPOSE BUILDI	LAMPERTS YARDS, INC.	MAINTENANCE	70.40
MULTI-PURPOSE BUILDI	LEAGUE OF MN CITIES	WORKERS COMP	1,303.00
MULTI-PURPOSE BUILDI	MCDONALD & GUDMESTAD	LEGAL FEES	126.00
MULTI-PURPOSE BUILDI	PRAXAIR DISTRIBUTION	SERVICE	10.33
MULTI-PURPOSE BUILDI	RIVER BEND LIQUOR	MERCHANDISE	47.61
MULTI-PURPOSE BUILDI	RUNNING'S SUPPLY	MAINTENANCE	80.31
MULTI-PURPOSE BUILDI	SCHWALBACH HARDWARE	MAINTENANCE	119.72
MULTI-PURPOSE BUILDI	STONER INDUSTRIAL, I	SERVICE	82.94
MULTI-PURPOSE BUILDI	TOWN 'N COUNTRY	MAINTENANCE	42.00
Total for Department 177			2,505.82*
Total for Fund 14			2,505.82*
U S BANK TRUST NATIO	BOND PAYMENT		22,878.75
Total for Department			22,878.75*
Total for Fund 33			22,878.75*
LIQUOR	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	4.12
LIQUOR	CITIZEN PUBLISHING C	ADVERTISING	292.60
LIQUOR	WASTE MANAGEMENT OF	HAUL GARBAGE	52.65
LIQUOR	DAN'S OFFICE SUPPLY	SUPPLIES	21.29
LIQUOR	A H HERMEL CANDY & T	MERCHANDISE	499.47
LIQUOR	KDOM RADIO	ADVERTISING	30.00
LIQUOR	LEAGUE OF MN CITIES	WORKERS COMP	3,789.00
LIQUOR	PEPSIAMERICAS	MERCHANDISE	143.75
LIQUOR	RUNNING'S SUPPLY	MAINTENANCE	10.63
LIQUOR	S&K LINES	FREIGHT	587.60
LIQUOR	SCHWALBACH HARDWARE	MAINTENANCE	38.27
LIQUOR	WINDOM FIRE SAFETY	MAINTENANCE	26.00
Total for Department 180			5,495.38*

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 60			5,495.38*
	U S BANK TRUST NATIO	BOND PAYMENT	40,403.75
	WENCK ASSOCIATES, IN	WATERMAIN REPAIR	1,493.12
Total for Department			41,896.87*
WATER	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	8.24
WATER	WASTE MANAGEMENT OF	HAUL GARBAGE	76.05
WATER	DEPUTY REGISTRAR #54	LICENSES	18.50
WATER	GORDY'S FOODS	SUPPLIES	9.51
WATER	HEARTLAND TECHNOLOGY	BILLING SYSTEM FIRE WALL	20.00
WATER	LEAGUE OF MN CITIES	WORKERS COMP	4,186.00
WATER	MCDONALD & GUDMESTAD	LEGAL FEES	36.00
WATER	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.20
WATER	MN MUNICIPAL UTILITI	2007 PARTICIPANT FEE	75.00
WATER	RUNNING'S SUPPLY	MAINTENANCE	12.22
WATER	SCHWALBACH HARDWARE	MAINTENANCE	64.30
WATER	TOWLERTON MOTOR CO	MAINTENANCE	14.46
WATER	U S BANK TRUST NATIO	BOND PAYMENT	3,418.50
WATER	COUNTRY PRIDE SERVIC	MAINTENANCE	589.58
WATER	WINDOM FIRE SAFETY	MAINTENANCE	74.00
Total for Department 181			8,607.56*
Total for Fund 61			50,504.43*
	DIRECT ELECTRIC SUPP	EQUIPMENT	256.20
	U S BANK TRUST NATIO	BOND PAYMENT	3,113.75
	LEE SUDERMAN	REFUND-OVERPAY ON FINAL	1.89
	GREGORY BECK	REFUND - OVERPAY ON FINA	.57
Total for Department			3,372.41*
ELECTRIC	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	4.12
ELECTRIC	CITIZEN PUBLISHING C	ADVERTISING	210.60
ELECTRIC	WASTE MANAGEMENT OF	HAUL GARBAGE	76.05
ELECTRIC	DHL EXPRESS	MAINTENANCE	58.92
ELECTRIC	DEPUTY REGISTRAR #54	LICENSES	62.50
ELECTRIC	GDF ENTERPRISES, INC	MAINTENANCE	19.18
ELECTRIC	HEARTLAND TECHNOLOGY	BILLING SYSTEM FIRE WALL	20.00
ELECTRIC	HOLT ELECTRIC	MAINTENANCE	100.00
ELECTRIC	KDOM RADIO	ADVERTISING	312.40
ELECTRIC	J. H. LARSON	SUPPLIES	168.73
ELECTRIC	LEAGUE OF MN CITIES	WORKERS COMP	12,173.00
ELECTRIC	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.20
ELECTRIC	MILLER SELLNER EQUIP	MAINTENANCE	82.67
ELECTRIC	MN MUNICIPAL UTILITI	2007 PARTICIPANT FEE	100.00
ELECTRIC	MN MUNICIPAL UTILITI	MEMBERSHIP DUES	7,586.00
ELECTRIC	RETROFIT RECYCLING,	RECYCLING	502.70
ELECTRIC	SCHWALBACH HARDWARE	MAINTENANCE	29.17
ELECTRIC	STAPLES OIL CO	FUEL	132.72
ELECTRIC	STONER INDUSTRIAL, I	SERVICE	66.96

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ELECTRIC	DEPARTMENT OF ENERGY	POWER COST	50,417.33
ELECTRIC	WINDOM AREA DEVELOPM	INDUSTRIAL DEVELOPMENT	1,200.00
ELECTRIC	WINDOM AREA HOSPITAL	GENERATION AGREEMENT	7,200.00
ELECTRIC	WINDOM FARM SERVICE	MAINTENANCE	123.18
ELECTRIC	WINDOM FIRE SAFETY	MAINTENANCE	89.00
ELECTRIC	CARQUEST MOTOR PARTS	MAINTENANCE	232.56
ELECTRIC	ALTERNATIVE TECHNOLO	MAINTENANCE	30.00
ELECTRIC	LEE SUDERMAN	REFUND-OVERPAY ON FINAL	29.04
ELECTRIC	GREGORY BECK	REFUND - OVERPAY ON FINA	8.78
	Total for Department 182		81,040.81*
	Total for Fund 62		84,413.22*
	U S BANK TRUST NATIO	BOND PAYMENT	20,000.00
	Total for Department		20,000.00*
SEWER	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	8.24
SEWER	FEDERAL EXPRESS CORP	TRANSPORTATION	345.66
SEWER	HEARTLAND TECHNOLOGY	BILLING SYSTEM FIRE WALL	20.00
SEWER	LEAGUE OF MN CITIES	WORKERS COMP	5,134.00
SEWER	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.20
SEWER	MN MUNICIPAL UTILITI	2007 PARTICIPANT FEE	75.00
SEWER	MN VALLEY TESTING	TESTING	355.30
SEWER	NORTH SHORE ANALYTIC	TESTING	125.00
SEWER	RUNNING'S SUPPLY	MAINTENANCE	23.16
SEWER	SCHWALBACH HARDWARE	MAINTENANCE	210.14
SEWER	U S BANK TRUST NATIO	BOND PAYMENT	5,697.50
SEWER	WINDOM FIRE SAFETY	MAINTENANCE	74.00
	Total for Department 183		12,073.20*
	Total for Fund 63		32,073.20*
	JOHN DEERE GOV'T & N	TRACTOR	7,193.45
	UNITED PRAIRIE BANK	ADD TO SAVINGS-2006 EXP	20,000.00
	Total for Department		27,193.45*
ARENA	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	4.12
ARENA	AMERIPRIDE LINEN CO	SERVICE	77.89
ARENA	BECKER ARENA PRODUCT	SUPPLIES	140.00
ARENA	CITIZEN PUBLISHING C	ADVERTISING	516.15
ARENA	COCO COLA BOTTLING C	MERCHANDISE	157.50
ARENA	CONERS WATER SYSTEMS	SERVICE	350.00
ARENA	COTTONWOOD COUNTY LA	GARBAGE	264.69
ARENA	WASTE MANAGEMENT OF	HAUL GARBAGE	117.00
ARENA	FERRELLGAS	GAS	139.78
ARENA	HOLT ELECTRIC	MAINTENANCE	1,299.25
ARENA	KDOM RADIO	ADVERTISING	66.50
ARENA	LAMPERTS YARDS, INC.	MAINTENANCE	28.27
ARENA	LEAGUE OF MN CITIES	WORKERS COMP	1,700.00
ARENA	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.20

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ARENA	MESSER MACHINE & MFG MAINTENANCE		18.53
ARENA	MN ICE ARENA MANAGER DUES		125.00
ARENA	R & R SPECIALTIES	SUPPLIES	248.15
ARENA	RUNNING'S SUPPLY	MAINTENANCE	26.92
ARENA	SCHWALBACH HARDWARE	MAINTENANCE	637.56
ARENA	STONER INDUSTRIAL, I	SERVICE	9.52
ARENA	WINDOM AREA HOCKEY A	MERCHANDISE	150.00
ARENA	CARQUEST MOTOR PARTS	MAINTENANCE	6.07
	Total for Department 184		6,088.10*
	Total for Fund 64		33,281.55*
ECONOMIC DEVELOPMENT	BRADLEY & DEIKE, P.A	SERVICE	50.00
ECONOMIC DEVELOPMENT	CITIZEN PUBLISHING C	ADVERTISING	90.00
ECONOMIC DEVELOPMENT	DAN'S OFFICE SUPPLY	SUPPLIES	56.90
ECONOMIC DEVELOPMENT	KDOM RADIO	ADVERTISING	99.00
ECONOMIC DEVELOPMENT	LEAGUE OF MN CITIES	WORKERS COMP	724.13
ECONOMIC DEVELOPMENT	MCDONALD & GUDMESTAD	LEGAL FEES	405.00
ECONOMIC DEVELOPMENT	PETERSON JEWELRY	SERVICE AWARD - ENGRAVE	47.20
ECONOMIC DEVELOPMENT	MARY HENSEN	SUPPLIES	16.86
	Total for Department 187		1,489.09*
	Total for Fund 67		1,489.09*
	U S BANK TRUST NATIO	BOND PAYMENT	289,598.13
	SW CRISIS CENTER	REFUND-OVERPAY ON A BLAN	2.56
	Total for Department		289,600.69*
TELECOMMUNICATIONS	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	12.33
TELECOMMUNICATIONS	CITIZEN PUBLISHING C	ADVERTISING	253.20
TELECOMMUNICATIONS	WASTE MANAGEMENT OF	HAUL GARBAGE	70.20
TELECOMMUNICATIONS	DEPUTY REGISTRAR #54	LICENSES	39.50
TELECOMMUNICATIONS	GLOBAL GOV'T/EDUCATI	MAINTENANCE	16.98
TELECOMMUNICATIONS	HEARTLAND TECHNOLOGY	BILLING SYSTEM FIRE WALL	60.00
TELECOMMUNICATIONS	KDOM RADIO	ADVERTISING	1,293.00
TELECOMMUNICATIONS	LEAGUE OF MN CITIES	WORKERS COMP	7,179.00
TELECOMMUNICATIONS	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.20
TELECOMMUNICATIONS	MN MUNICIPAL UTILITI	2007 PARTICIPANT FEE	75.00
TELECOMMUNICATIONS	MN TELECOM ALLIANCE	DUES	1,275.00
TELECOMMUNICATIONS	OLSEN THIBLEN & CO.,	SERVICE	306.00
TELECOMMUNICATIONS	SCHWALBACH HARDWARE	MAINTENANCE	101.13
TELECOMMUNICATIONS	STONER INDUSTRIAL, I	SERVICE	37.14
TELECOMMUNICATIONS	WINDOM FIRE SAFETY	MAINTENANCE	15.00
TELECOMMUNICATIONS	WINDOM QUICK PRINT	CONNECTION	2,010.45
TELECOMMUNICATIONS	WOODSTOCK TELEPHONE	SERVICE	186.67
TELECOMMUNICATIONS	SW CRISIS CENTER	REFUND-OVERPAY ON A BLAN	39.46
	Total for Department 199		12,975.26*
	Total for Fund 69		302,575.95*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Grand Total			726,277.18*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
	PM WINDOM	TIF INTEREST	44,482.62
		Total for Department	44,482.62*
		Total for Fund 42	44,482.62*
		Grand Total	44,482.62*



# Southwest Regional Development Commission

*Serving the Counties of*

Cottonwood • Jackson • Lincoln • Lyon • Murray • Nobles • Pipestone • Redwood • Rock

2401 Broadway Avenue  
Suite 1  
Slayton, MN 56172-1142  
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Fax: (507) 836-8866  
E-Mail: [srdc@swrdc.org](mailto:srdc@swrdc.org) / Website: [www.swrdc.org](http://www.swrdc.org)

Eugene Short, Chairman  
Larry Hansen, Vice-Chairman  
Robert Jarchow, Secretary  
Gary Sorenson, Treasurer

January 8, 2007

MEMO TO: Region 8 City Clerks

MEMO FM: Rhonda Wynia, SRDC Administrative Specialist

MEMO RE: SRDC Orientation Workshop / Saturday, January 27, 2007

Several weeks ago you received a mailing from our office in regards to the Southwest Regional Development Commission sponsoring an Orientation Workshop for interested persons and **newly elected local government officials** on:

Saturday, January 27, 2007  
8:00 a.m. / Coffee and Rolls  
8:30 a.m. - Noon / Orientation

SRDC Orientation will be held in the Courts Building at the Murray County Government Center (located on south end of Broadway Avenue in Slayton, MN).

***We would appreciate it if, at your upcoming City Council meeting, you would remind your Mayor and City Council Members of the SRDC Orientation.***

I have attached another copy of the Registration Form. Although there is no registration fee to attend the Orientation, **pre-registration is necessary** so we can plan for workshop attendance accordingly. To register please complete and mail the enclosed RSVP form to the SRDC Office **prior to Thursday, January 18th** or call Rhonda Wynia at 507/836-8547 (Extension 114).

Thank you and if questions feel free to give me a call.

/rw

**NOTE:** In the event of inclement weather the Orientation Workshop will be held on Saturday, February 3rd at 8:00 a.m. at the Murray County Government Center in Slayton. Inclement Weather Notification would be announced on the following Radio Stations: Marshall (1400 AM/KMHL), Windom (1580 AM/KDOM), Pipestone (1050 AM/ KLOH), Luverne (101.1 FM/KQAD), and Worthington (730 AM/KWOA).

**RSVP FORM**

**SOUTHWEST REGIONAL DEVELOPMENT COMMISSION ORIENTATION  
FOR NEWLY ELECTED LOCAL GOVERNMENT OFFICIALS  
& INTERESTED PERSONS**

**SATURDAY, JANUARY 27, 2007**

**8:00 a.m. / Coffee and Rolls**

**8:30 a.m. - Noon / Orientation**

**COURTS BUILDING / MURRAY COUNTY GOVERNMENT CENTER**

**SOUTH END OF BROADWAY AVENUE, SLAYTON, MN**

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

Local Unit of Government Represented:

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

\_\_\_\_\_ YES, I plan to attend the SRDC Orientation scheduled for  
Saturday, January 27, 2007 in Slayton.

Comments / Suggestions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Pre-Registration is necessary.** Please return to the Southwest RDC Office  
by Thursday, January 18<sup>th</sup>.  
Mailing Address: SRDC Office, 2401 Broadway Avenue, Slayton, MN 56172.