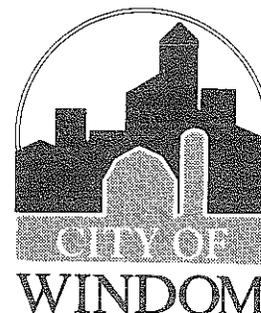


City Council Meeting
Tuesday, July 3, 2007
Windom City Council Chambers
7:30 p.m.
AGENDA



Call to Order
Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes – June 19, 2007
2. Consent Agenda
 - Receipt of Board & Commission Minutes
 - Utility Commission – June 20, 2007
 - Economic Development Authority – June 25, 2007
3. Public Comments
 - Phil Johnson – City Dam
4. Department Heads
5. West Fork Des Moines River TMDL Study Presentation – Karen Boysen - Cottonwood County Environmental Office
6. License Application
 - Sunshine Foods – Cigarette License
 - Eagles Club – Authorization to Dispense Liquor
 - Laker Grill – Authorization to Dispense Liquor (3)
7. EDA –SCDP Assumption Agreement
8. Utility Commission Water & Wastewater Rate Change Recommendations
9. Regular Bills
10. Contractor Bill
 - Hjerpe Contracting Inc. - 2007 Street Project - \$143,719.11
11. Unfinished Business
12. New Business
13. Council Concerns
14. Adjourn



City Council Meeting
Windom City Hall, Council Chambers
June 19, 2007
7:30 p.m.

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

2. Roll Call: Mayor: Tom Riordan

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

Council Members Absent: None

City Staff Present: Steve Nasby, City Administrator; Marv
Grunig, Electric Superintendent; Bruce
Caldwell, Street Superintendent; Dennis
Johnson and Craig Mueller, Wenck and
Associates; Jeff Shirkey, Police Chief;
James Kartes, Building Official and Terry
Glidden, Telecom

Public: Larry and Donna Gravley; Angie Blanshan;
Jenny Quade and Dirk Abraham

3. Pledge of Allegiance

4. Approval of Minutes:

**Motion by Fast, second by Powers, to approve the Council minutes from
June 5, 2007. Motion carried 5 - 0.**

5. Consent Agenda:

- Receipt of Board & Commission Minutes
 - a. Economic Development Authority – June 11, 2007
 - b. Park & Recreation Commission – June 11, 2007
 - c. Planning Commission – June 12, 2007
 - d. Street Committee – June 12, 2007
 - e. Library Board – June 12, 2007
 - f. Telecommunications Commission – June 13, 2007
 - g. Street Committee – June 19, 2007 (handout)

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

6. Public Comment:

Angie Blanshan, Jenny Quade and Chief Shirkey discussed the National Nite Out campaign and asked the City Council to approve a proclamation designating August 7, 2007 as National Nite Out.

Blanshan said that the purpose of National Nite Out is to promote crime and drug prevention and to raise public awareness. There will be a number of activities in town including booths, hot dogs, McGruff the crime dog and child IDs (pending). There will also be Police, Fire and Ambulance units on display for children to view.

Blanshan also requested that a portion of 9th Street, between 3rd and 4th Avenue be closed for the August 7th event. The Council referred the street closure request to the Street Committee for consideration.

7. Proclamation – National Nite Out:

Mayor Riordan read the proclamation designating August 7, 2007 as National Nite Out. He thanked Blanshan, Quade and Chief Shirkey and other volunteers for their efforts in serving the public.

Council member Kruse introduced the Resolution No. 2007-23, entitled “WINDOM’S NATIONAL NITE OUT PROCLAMATION” and moved its adoption. The resolution was seconded by Ray and on roll call vote: Aye: Kruse, Messer, Powers, Ray and Fast. Nay: None. Absent: None. Resolution passed 5 - 0.

8. Department Heads:

None.

9. License Applications:

Riordan said that there were two applications for Exempt Gaming Permits. The first one was for St. Francis Xavier Church for bingo and raffles on September 9, 2007 and the second one was for the Windom Country Club for a raffle on July 8, 2007.

Motion by Fast, second by Messer, to approve the Exempt Gaming Permit for St. Francis Xavier Church. Motion carried 5 – 0.

Motion by Powers, second by Ray, to approve the Exempt Gaming Permit for the Windom Country Club. Motion carried 5 – 0.

10. Planning & Zoning – Conditional Use Permit for 1158 Prospect Avenue:

Kartes said that the owners of 1158 Prospect Avenue have requested a conditional use permit to construct a second garage on their property. Because the lot is less than 20,000 square feet a conditional use permit is required for a second garage. A public hearing was held on June 12, 2007 and no comments were received. He said that the Planning and Zoning Commission had recommended approval.

Messer asked how large the lot was. Kartes said 10,500 square feet. Messer clarified that if the lot were 20,000 square feet a conditional use permit would not be required. Kartes stated that Messer was correct.

Motion by Powers, second by Kruse, to approve the Conditional Use Permit for 1158 Prospect Avenue. Motion carried 5 – 0.

11. Street Committee – Sign Recommendations:

Caldwell said that there had been three requests for stop signs (11th Street and 12th Street at River Road and 17th Street at 6th Avenue. He said that these requests for stop signs were reviewed by the Street Department, Police Department and Street Committee. The Street Committee and Police Chief recommended approval of stop signs at 11th and 12th Streets at River Road, but did not recommend the stop sign at 17th Street and 6th Avenue.

Motion by Messer, second by Ray, to approve the stop signs at 11th and 12th Streets at River Road. Motion carried 5 – 0.

12. Park and Recreation Commission – Capital Improvement Recommendation:

Caldwell said that the Commission had been discussing upgrades to the playground equipment at Teagle's Park for several years. The park project had collected a \$10,000 donation from the Eagles Club and \$5,000 from the Lion's Club.

Caldwell provided an overview of the equipment to be purchased and installed (photos in Council packet). He said that the Commission had two options and solicited input from Winfair Elementary students on what option to select. The vote by the students was 276 to 34 for option 2.

The cost of the proposed project is approximately \$40,000 with about \$16,000 covered by donations. The balance of \$24,000 would need to come from the Park and Rec capital account, which currently has about \$55,000 available.

Fast asked when the project would be underway. Caldwell said fall 2007.

Motion by Fast, second by Powers, to approve the Park & Recreation Commission's recommendation to purchase new playground equipment for Teagle's Park. Motion carried 5 – 0.

13. Southwest Minnesota Arts & Humanities Council – Donation Request

Riordan said that the Southwest Minnesota Arts & Humanities Council requested \$200 from the City of Windom to promote the arts and cultural events. Nasby said this request falls under an exemption in Minnesota law prohibiting donations.

Fast said that Windom has gotten a lot back from this organization in past projects and it is a good investment for the community.

Motion by Fast, seconded by Messer, to approve a \$200 donation to the Southwest Minnesota Arts & Humanities Council. Motion carried 5 – 0.

14. 2008 State Bonding Requests – Capital Projects Resolution (Fire Hall and Dam):

Riordan said that requests for State Bonding funds were due on June 25th and that two projects were being considered for submissions, which were the Fire Hall project and the Windom Dam.

Messer asked about the Windom Dam project and what is being considered. Riordan said that due to the current issue at the dam, where the water is now going around the structure, he had formed a work group to start looking at the City's options. The options could be reconstruction, renovation or removal. On July 17 an expert on dams from the MN DNR will be coming to the Council meeting to make a presentation.

Messer said that of the two projects the Fire Hall was the highest priority and inquired if the City should focus its efforts on that project alone or if two separate resolutions should be done. Kruse noted that the resolution does prioritize the two projects and the Fire Hall is number one.

Council member Kruse introduced the Resolution No. 2007-24, entitled "A LOCAL GOVERNMENT RESOLUTION APPROVING SUBMISSION OF CAPITAL BUDGET REQUESTS TO THE MINNESOTA DEPARTMENT OF FINANCE FOR CONSIDERATION IN THE 2008 LEGISLATIVE SESSION" and moved its adoption. The resolution was seconded by Powers and on roll call vote: Aye: Messer, Powers, Ray, Fast and Kruse. Nay: None. Absent: None. Resolution passed 5 - 0.

15. Regular Bills:

Riordan said that a memorandum regarding the Qwest charges was included for the Council's information.

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

16. Unfinished Business:

None

17. New Business:

Ray said that there is an issue with the 2007 Street Project and she would like the Street Superintendent and City Engineer to discuss the matter.

Johnson said that there is an issue with the soil conditions at the south end of 4th Avenue. He gave a brief outline of the problems and said that he had a memorandum on June 1 to the Council that raised the issue and an option to address it. Subsequently, the Street Committee had met on June 12 and 19 to discuss and make a recommendation.

Johnson said that there were three options presented ranging in cost from \$22,000 to \$67,000, which included additional excavation, tile and replacement materials. The Street Committee had recommended Option 3 that included excavation of 3 feet of material, tile and replacement materials using recycled street materials. This option would add approximately \$50,000 to the project. However, the recycled materials would not be available immediately and would cause a 4 – 6 week delay in completing the 600 – 800 blocks of 4th Avenue. The project could go forward, now with purchased materials but the cost would be about \$17,000 higher.

Riordan said if recycled material were used for Option 3 the cost would be about \$50,000 and if new material were purchased the cost would be about \$67,000 for Option 3. Johnson said that was correct.

Messer said that there would have to be two stop work orders if the project were put off as one is needed for the general contractor and the other for the concrete sub-contractors.

Motion by Ray, seconded by Kruse, to pave 4th Avenue through the 8th Street intersection then go with option 3 and wait for the recycled materials to become available. Motion carried 5 – 0.

Fast said she would not want the extra \$17,000 back on the property owners.

Riordan asked about the testing of soils pre- project. Johnson said that work was done at 7th Street, 10th Street and Highway 62 and those soils were good.

Messer said that no soil borings were done specifically for the project. Johnson said that was correct.

Riordan asked about the compaction tests that were done today. Mueller said that from 7th Street to the alley by Riverside Laundry failed.

Messer said that the river levels impact the soils in that area. Johnson said the sewer lines were okay. Mueller said that the area could have been a wetland or part of the river many, many years ago.

Powers asked if recycled concrete would be okay. Johnson said that it would be a good material to use and some recycled blacktop and gravel would also be used. Powers asked if we could get some recycled materials from another local vendor and then replace the materials when the City's concrete were crushed. Caldwell said that Grunewald had some, but the condition of it was questionable. Riordan said that it would not save any money since the trucking cost would be about the same.

Caldwell said that he would prefer to use the City's material since storing the piles of crushed concrete is an issue too.

18. Council Concerns:

Fast asked about re-scheduling the July 3 City Council meeting. Consensus of the Council to keep the meeting as scheduled for July 3, but on August 7 a majority of the Council will be out of town so that meeting may have to be re-scheduled or cancelled.

19. Adjourn:

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

Meeting adjourned at 8:20 p.m.

Tom Riordan, Mayor

Attest: _____
Steve Nasby, City Administrator

UTILITY COMMISSION MINUTES
JUNE 20, 2007

Call Meeting to Order: The Utility Commission meeting was called to order at 10:00 a.m. in the City of Windom Council Chambers on June 20, 2007 in Windom Minnesota.

Members Present: Utility Commission Chairperson: Mike Schwalbach

Members Present: Chris Johnson
Keith Bloomgren

City Council Liaison: Jean Fast

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

APPROVAL OF MINUTES: Motion by Bloomgren, seconded by Johnson to approve the Utility Commission minutes of May 29, 2007 meeting, with a correction on verbiage on page 2 “City of Windom to recover continuing expenses that are occurred for additional testing and equipment associated with the testing procedures. Motion carried 3-0.

ELECTRIC ITEMS:

- Alliant Facilities Service Agreement – Grunig updated the Utility Commission on the status of the 69kv circuit breaker. This project will be completed by July 1, 2008, and estimated cost will be \$155,450.00. This cost will be expensed in 2007 and 2008.
- Employee Parking Lot – Grunig informed the Commission that the employee parking lot has been completed and the cost is \$12,818.00 as per bid price.
- Underground Circuit #8 – Grunig informed the Utility Commission on this year’s electric circuit #8 construction progress. Oddson’s Underground has placed duct on 12th St from 3rd Ave to 4th Ave, from the intersection of 3rd Ave and 12th St to Qwest, from the alley between 11th St and 12th St on 4th Ave to 14th St and parallel to 14th St from 3rd Ave to 6th Ave. The City of Windom Utility crew is pulling cable in ducts, placing cabinets and street light poles. Progress will continue throughout the year. Grunig said that the utility crew is also placing Qwest phone cable at a charge of \$.50 per ft.
- Missouri River Energy Services – Daryl Androlli, from MRES is performing an ultra sonic leak detection to identify leaks in the air supply system at Toro Manufacturing. This process will be funded through CIP (Conservation Improvement Program).

- Tanknology, Fairbault, MN –MPCA (Minnesota Pollution Control Agency) requires that the City of Windom has their fuel tanks and piping tested for leaks. Grunig said that everything was tested and no leaks were found, and everything is working properly. Cost of the testing process was \$2,165.00.
- 2007 Street Project – Grunig updated the Utility Commission on the electric utilities portion of the 2007 Street Project. He said that all the wiring and duct work for the street lights on 4th Ave were pulled out since some of it had been damaged by the Hjerpe Construction crew. He said that the cost of repairing and replacing would be from \$5,000 - \$10,000. Grunig said that the Electric Utility will rewire the street lights and that overall the Hjerpe crew is doing an excellent job.
- BSP II Power Plant – Grunig provided the Utility Commission with an update on the BSP II Power Plant.
- NSP/Xcel Billing Dispute: Grunig updated the Commission on the dispute indicating that no settlement amount has been agreed upon.

Schwalbach requested Nasby to review the verbiage in the 2007 Street Improvement Contract to see who is responsible for replacing and repairing existing utilities if they are damaged in the construction process. Nasby said he would contact the City Engineer.

WATER/WASTEWATER ITEMS:

- Water rates – The Utility Commission reviewed the water usage and projections that Haugen provided. They also discussed the effect that Poet Bio-Refinery would have on the City of Windom’s water rates when the water usage shift is made to Red Rock Rural Water in July 2008. Nasby indicated that the projected revenue lost would be based on their current usage versus the minimum usage, and this would be approximately \$200,000 per year. Nasby also indicated that if the revenue is decreased by 20% that the chemical and utility costs should also decrease by 20% at an approximate saving of \$40,000. The Commission requested the next review of the water rates be in October 2007.

Motion by Johnson, seconded by Bloomgren and carried, to recommend to the City Council a 5% rate increase for Water rates, effective on the August 1, 2007 Utility Bills. The rate structure is listed below: Motion carried 3-0.

Monthly Minimum	\$11.55
300 – 1000 Cu Ft	\$2.36/100 cu ft.
Excess 1000 Cu Ft	\$2.63/100 cu ft.

- Sewer rates – Haugen presented information on sewer revenue and projections for 2007. Discussion by the Commission was held on the possible expansion of a

pre-treatment facility in the PM Beef plant, and the impact that this would have on the City's revenue and loadings.

Motion by Johnson, seconded by Bloomgren and carried, to recommend to the City Council a 5% rate increase for Sewer rates, effective on the August 1, 2007 Utility Bills. The new rate structure is listed below: Motion carried 3-0.

Residential Sewer Rate	
Monthly Minimum	\$19.85
1 st 1500	\$.78/100 cu ft
2 nd 3000	\$.39/100 cu ft
Over 3000	\$.00/100 cu ft

Commercial Sewer Rate
Monthly Minimum \$21.17
\$2.65/100 cu ft
Whichever is greater

- LMC Country Club Drive Loan – Johnson suggested to the Utility Commission that they address the re-payment of the Loan to LMC (League of MN Cities). This loan is zero percent for the 1st year and a 3% interest rate for each year after for a maximum of 4 (four) years.

Motion by Bloomgren, seconded by Johnson, and carried to pay the necessary amount in 2007 for the loan to LMC, and carry this loan out for the full term of the agreement. Motion carried 3-0.

- Notice of Violation at Wastewater Treatment Plant – Haugen provided the Commission with a letter from MPCA, (Minnesota Pollution Control Agency) indicating the MPCA is in receipt of the letter from the City of Windom outlining the corrective actions taken to remain in compliance with the National Pollutant Discharge Elimination System/State Disposal System permit number MN0022217. MPCA indicated that they would take no further action with respect to the violation listed in the NOV.
- Utility Easement Bosshart Co./City of Windom Utilities – Haugen reviewed the easement between Bosshart Co and the City of Windom. Haugen noted several corrections that need to be made in the easement. Nasby indicated that Brian Bosshart would take monetary payment for the easement plus being allowed to stub into the city force main at the Recreational Park, in the event Bosshart develops lots around Cottonwood Lake area. The second option indicated was that the City of Windom allows Bosshart to stub into the city force main, and also to run lines to 3 (three) properties to be developed around the Cottonwood Lake area. After discussion the Utility Commission allowed Nasby to negotiate with Bosshart a monetary settlement that would be in the best interest of the City of Windom Utilities.

- Tegels Park – Schwalbach requested that city staff research whether the land that was taken from Tegels Park for the re-alignment of Cottonwood Lake Drive was dedicated to the City of Windom at the time the Community Center was built.
- Agreement between the City of Windom and Red Rock Rural Water – Haugen reviewed the first draft between the City and Red Rock Rural Water to supply Johnson Automotive with City water. The cost of the project for “time and materials” will not exceed \$5,000. Haugen indicated that Johnson is in agreement to have the \$5,000 for this project assessed on his taxes. Completion date of the project is August 1, 2007.
- 4th Avenue Project – Haugen said that the 4th Ave project has completed with sewer and water lines. Curb and gutter work will begin the week of June 25, 2007.

NEW BUSINESS: The next meeting date was set for July 25, 2007 at 10:00 a.m.

On motion meeting was adjourned at 11:50 a.m.

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator

**ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
SPECIAL MEETING
JUNE 25, 2007**

1. Call to Order: The meeting was called to order by President Erickson at 12:07 p.m.
2. Roll Call & Guest Introductions:

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

Also Present: EDA Staff – Aaron Backman, Executive Director, and Mary Hensen, Adm. Asst.; Steve Nasby, City Administrator; Mayor Tom Riordan; and Joel Luitjens – WADC Liaison; Neil Schmid of Cirrus Commercial and Les Kinstad of Legacy, Inc.; Sanford Clinic Representatives Laurie Stenke, Director of Clinic Operations, and Dr. Nallani; Mark Marcy and Doug Westerman (Riverbluff Estates property owners); and Rahn Larson (Citizen).

3. Approval of Minutes:

Motion by Commissioner Kruse, seconded by Commissioner Slette, to approve the Minutes of the EDA Meeting held on June 11, 2007. Motion carried 5-0.

4. Public Hearing – Sale of Land – Portions of Lots 5, 6 & 13, State Subdivision 36-105-36:
 - A. President Erickson opened the public hearing at 12:10 p.m. The Commissioners had received copies of the proposed Purchase Agreement and a survey of the property. Director Backman presented information concerning the history of the property, EDA activities leading up to the public hearing, and provisions of the purchase agreement. River Bend Development, L.L.C. proposes to purchase Parcel 1 (1.49 acres) at the rate of \$3.75/square foot for a total purchase price of \$243,442.50. Director Backman also responded to questions and provided information concerning the location of the parcel and parking provisions. Neil Schmid and Les Kinstad both spoke briefly and expressed their appreciation to everyone who has assisted with this process to the present time and conveyed excitement about the project. The anticipated closing date is on or before August 20, 2007, with anticipated occupancy of the building by March 1, 2008. Kinstad advised that they are interested in completing the parking lots and masonry before winter. Schmid advised that they have taken soil borings and there are some soil corrections that will need to be done. However, the cost will not be known until the engineers have specified the earthwork and compaction required and the bids have been received. They anticipate that the bids for site preparation work should be received from the contractors around August 1, 2007. The general contractor for the project will be Puetz Corporation from Mitchell, South Dakota. They will also be using the services of local subcontractors whenever possible.

President Erickson asked if there were any other questions or comments from anyone in the audience. No other comments were received from anyone present. All public testimony was completed. President Erickson closed the public hearing and referred the matter to the EDA Board for consideration at 12:33 p.m.

- B. Resolution No. 2007-04 (Re: Sale of Land):

Resolution introduced and motion by Commissioner Kruse, seconded by Commissioner Palm, to adopt EDA Resolution No. 2007-04, entitled “Resolution Approving Sale of Property Described As Parcel 1 Situated in Lots 5 and 6 of State Subdivision 36-105-36 to the City of Windom, Cottonwood County, Minnesota”.

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

5. Resolution No. 2007-05 – Property Description Clarification: As part of the conveyance of a larger parcel, the property on which the liquor store is situated was inadvertently deeded from the City to the EDA. A survey has now been completed which delineates the liquor store property.

Resolution introduced and motion by Commissioner Kruse, seconded by Commissioner Palm, to adopt EDA Resolution No. 2007-05, entitled “Resolution Approving Conveyance of Property Described as Parcel 2 Situated in Lots 5, 6, and 13 of State Subdivision 36-105-36 to the City of Windom, Cottonwood County, Minnesota”.

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

6. River Bluff Estates

A. Owners’ Meeting Update and B. Development Policy Modification: The Board received a copy of the Minutes from the Property Owners’ Meeting held on May 16, 2007, together with a list of questions from the owners for review. Doug Westerman spoke on behalf of himself and Mark Marcy and voiced questions concerning driveway composition and lot pricing. The Board discussed the matter and chose to table it until the July 10th Meeting pending receipt of additional information. The Board directed EDA Staff to advise property owners that the EDA Board will be discussing these questions at the July 10th Meeting.

7. Unfinished Business:

A. Prospect Update: Director Backman briefed the Board on subsequent communications with a potential manufacturing prospect.

B. Sign Update: Director Backman provided information concerning a quote received from Snick’s Signs regarding the moving of the Liquor Store sign. He will communicate with the Developer as to whether the base needs to be removed. Director Backman also advised that a quote should be received soon concerning a new sign for the tech spec building.

8. New Business:

A. Business Visits Report: Director Backman updated the Board concerning business visits and other meetings since the June 11th report.

B. SCDP Update: A request has been received to allow the transfer of property, covered by an SCDP commercial rehab mortgage, from parents to their son who has been making the payments on the loan for a considerable period of time. The son has agreed to assume the payments and all other terms of the mortgage. The Board received a copy of the proposed Memorandum of Understanding and Assumption Agreement.

Motion by Commissioner Kruse, seconded by Commissioner Messer, to recommend to the City Council the approval of the proposed transfer of property, located at 288 Tenth Street, from James and Patricia Hardin to Don Hardin; and further to recommend approval of the proposed Memorandum of Understanding and Assumption Agreement whereby Don Hardin assumes all remaining obligations under the SCDP Mortgage (Document No. 231823) on said property. Motion carried 5-0.

9. Miscellaneous Information

A. Monthly Budget Recap: The Board received copies of the Budget Recap Year-To-Date thru May 31, 2007.

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

Juhl Erickson, President

Attest: _____

Aaron Backman, Executive Director

Date/Time received: June 27. 07

Agenda Request Form

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

Name: Phil Johnson Telephone No: 891-3551

Address: 420 Bonnil St.

Date of Council Meeting: July 3rd (Agenda item must be turned into the city office by Friday noon preceding the Tuesday meeting.)

Subject: City Dam

Have you brought this to the attention of the appropriate department head? yes
Committee? Caldwell + Eng + Comm.

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

Just talk see if possible

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

Phil Johnson
Signature

Paid CK# 1211
\$ 20.00



APPLICATION FOR MUNICIPAL LICENSES
CITY OF WINDOM
WINDOM, MN

STATE OF MINNESOTA
COUNTY OF COTTONWOOD
CITY OF WINDOM

TO: Luverne Supermarket, Inc. d/b/a Sunshine Foods
192 10th St
Windom, MN 56101

This application is appropriate for item or items checked below, for the term of one year from July 16, 2007 to December 31, 2007.

- | | |
|---|-------------------|
| <input checked="" type="checkbox"/> Cigarette License | \$20.00 |
| <input type="checkbox"/> Game of Skill | \$15.00 Each Game |
| <input type="checkbox"/> Theatre | \$25.00 |
| Total 20.00 | |

MN Tax ID # 3166978
Federal Tax ID # 93-0875450

All applications must be approved by the City Council. The City Council meets on the first and third Tuesday of each month. The application must be received by the Thursday prior to the Council meeting.


Signature of Applicant





Memo

To: Mayor and Council Members
From: Brad Bussa
CC: Steve Nasby
Date: 6/29/2007
Re: Eagles Club & Laker Grill Applications

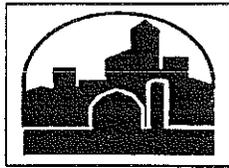
Upon attorney recommendation, an application process has been implemented for anyone who will be serving alcohol on City property but does not have a Temporary On-Sale Liquor License or a Caterer's License. A new form has also been implemented.

The City has received four "Applications for Authorization to Dispense Intoxicating Liquor" for wedding receptions/dances to be held at the Community Center :

1. Eagles Club for June 30, 2007;
2. Laker Grill for July 21, 2007;
3. Laker Grill for August 11, 2007;
4. Laker Grill for August 18, 2007.

Both applicants have provided all documentation required (including proof of insurance, the listing of the City as an additional insured on their insurance policies, and copies of their On-Sale Liquor licenses). Copies of the Applications are attached.

Requested Action: Approve the applications, as submitted by the Eagles Club and the Laker Grill, "For Authorization to Dispense Intoxicating Liquor".



City of Windom
Windom, Minnesota

Application

For Authorization to Dispense Intoxicating Liquor

To the Windom City Council :

The undersigned hereby applies for authorization to dispense intoxicating liquor on City owned property during a City sponsored event in the City of Windom in accordance with the information given below, City of Windom Code Chapter 5 and Minnesota Statute 340A.404:

Location of Event WINDOM Comm. Center

Date of Event 6/30/07

Hours 3:30 - MIDNIGHT

Type of Event Wedding Reception

Eagles Club
Name of Individual/Organization

Tony Hulen
Licensee Officers Signature

814 4th Ave
Street Address

Windom MN

City Windom State MN
City Telephone Number 509-831-3891

Telephone Number

Application Approved Disapproved
this _____ day of _____, 20____

City Administrator

License Fee - None \$0.00

- Copy of On-sale license attached
- Proof of insurance attached
- City named as additional insured
- Licensee has signed the Hold Harmless Agreement

Hold Harmless and Indemnification Agreement

IN CONSIDERATION OF authorization by the Windom City Council to dispense intoxicating liquor on City-owned property or during a City sponsored event, the undersigned licensee hereby agrees to hold harmless the City of Windom, its employees and its agents, from any and all claims for any damages whatsoever arising out of the licensee providing intoxicating liquor under said authorization on the 30 day of June, 2007. Further, the undersigned licensee agrees to indemnify the City of Windom for any such claims for damages whatsoever arising out of licensee's dispensing of said intoxicating liquor, including the reimbursement of the City of Windom's costs and disbursements, including reasonable attorneys' fees in defending any such action for claims and damages.

Tony Hulen
Licensee Officers Signature

6.29.07
Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID LD
EAGWI-1

DATE (MM/DD/YYYY)
12/01/06

PRODUCER Insurance Advisors, Inc. 15020 27th Avenue N. Plymouth MN 55447 Phone: 763-536-8006 Fax: 763-398-4060	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Fraternal Order of Eagles 3891 Attn: Tony Hulm 821 - 4th Ave Windom MN 56101	INSURER A: Westport Insurance Corporation	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	LB00000016655-02	01/01/07	01/01/08	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> NO&H				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCL0006145-02	01/01/07	01/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability	LB00000016655-02	01/01/07	01/01/08	Aggregate 300,000 Occurrenc 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Fraternal Order of Eagles Club

CERTIFICATE HOLDER

CANCELLATION

STATE OF State of Minnesota Liquor Control Division 444 Cedar Street #133 St. Paul MN 55101-5133	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Roger Albertson 

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID LD
EAGWI-1

DATE (MM/DD/YYYY)
12/01/06

PRODUCER
Insurance Advisors, Inc.
15020 27th Avenue N.
Plymouth MN 55447
Phone: 763-536-8006 Fax: 763-398-4060

INSURED
Fraternal Order of Eagles 3891
Attn: Tony Hulm
821 - 4th Ave
Windom MN 56101

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Westport Insurance Corporation	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> NO&H GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	LB00000016655-02	01/01/07	01/01/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCL0006145-02	01/01/07	01/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Liquor Liability	LB00000016655-02	01/01/07	01/01/08	Aggregate 300,000 Occurenc 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Fraternal Order of Eagles Club

CERTIFICATE HOLDER

WINDOM1

City of Windom
Fax 507-831-6127
Attn: Denise Nichols
P.O. Box 38
Windom MN 56101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Roger Albertson



No. 2007-01

\$ 2200.00

GENERAL CORPORATE LICENSE

STATE OF MINNESOTA

City of Windom

County of Cottonwood

Whereas, FOE Aerie 3891 has paid the sum of

Two thousand two hundred dollars and no/100 DOLLARS

to the Treasurer of said Windom as required by the Ordinances of said City

and complied with all the requirements of said Ordinances necessary for obtaining this License:

Now, Therefore, By order of the City Council, and by virtue hereof, the said

Eagles Club is hereby licensed and authorized to

On Sale Liquor License -- Sunday On Sale

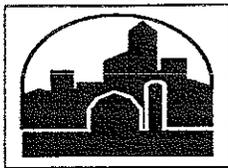
for the period of 2007 starting January 1, 20 07

and ending December 31, 20 07 subject to all the conditions and provisions of said Ordinances.

Given under my hand and the corporate seal of the City of Windom

this 31st day of December A. D. 20 06

Attest: [Signature] Clerk [Signature] Mayor



City of Windom
Windom, Minnesota

Application

For Authorization to Dispense Intoxicating Liquor

To the Windom City Council :

The undersigned hereby applies for authorization to dispense intoxicating liquor on City owned property during a City sponsored event in the City of Windom in accordance with the information given below, City of Windom Code Chapter 5 and Minnesota Statute 340A.404:

Location of Event Comm Center Windom

Date of Event July 21, 07

Hours 5-12:00

Type of Event WEDDING DANCE. Klassen

LAKER GRILL
Name of Individual/Organization

[Signature]
Licensee Officers Signature

999 2ND AVE
Street Address

MT. LAKE MN
City State

427-2450
Telephone Number

Application Approved Disapproved
this _____ day of _____, 20____

City Administrator

License Fee - None \$0.00	
<input checked="" type="checkbox"/>	Copy of On-sale license attached
<input checked="" type="checkbox"/>	Proof of insurance attached
<input checked="" type="checkbox"/>	City named as additional insured
<input checked="" type="checkbox"/>	Licensee has signed the Hold Harmless Agreement

Hold Harmless and Indemnification Agreement

IN CONSIDERATION OF authorization by the Windom City Council to dispense intoxicating liquor on City-owned property or during a City sponsored event, the undersigned licensee hereby agrees to hold harmless the City of Windom, its employees and its agents, from any and all claims for any damages whatsoever arising out of the licensee providing intoxicating liquor under said authorization on the 21 day of July, 2007. Further, the undersigned licensee agrees to indemnify the City of Windom for any such claims for damages whatsoever arising out of licensee's dispensing of said intoxicating liquor, including the reimbursement of the City of Windom's costs and disbursements, including reasonable attorneys' fees in defending any such action for claims and damages.

[Signature]
Licensee Officers Signature

6-29-07
Date

ACORD™ INSURANCE BINDER

DATE
6-18-2007

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCT UNPM, Inc. 8975 Valley View Rd. Suite D Eden Prairie, MN 55349	PHONE (M.C. No. 052-947-0181	COMPANY STATE NATIONAL INSURANCE COMPANY	BINDER # UM 0004809
CODE: AGENCY CUSTOMER ID: INDUSTRY THE LAKER GRILL BRODAR, INC. DBA/ 888 - 2ND AVENUE MOUNTAIN LAKE, MN 56150		RATE EFFECTIVE TIME 06-14-07 12:01 X AM PM EXPIRATION DATE TIME 06-14-08 X 12:01 AM NOON THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location) RESTAURANT	

COVERAGES	COVERAGE FORMS	DEDUCTIBLE	COINS %	LIMITS AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	BUILDING - R/C - SPECIAL CONTENTS - R/C - SPECIAL BUSINESS INCOME - SPECIAL ENHANCEMENT ENDORSEMENT (SEE ATTACHED)	\$1,000 1,000 -	80% 80% 1/4 MO. LIM	\$ 305,000 95,000 50,000
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BROAD FORM ENDORSE	PREMISE & OPERATIONS LIQUOR LIABILITY ASSAULT & BATTERY - FULL TO POLICY LIMITS RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ 500,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 300,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 500,000 COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROFIT \$ UNINSURED MOTORIST \$		
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT \$ OTHER		
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COLL	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MADE:	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY	EACH OCCURRENCE \$ AGGREGATE \$ SELF-INURED RETENTION \$ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		
SPECIAL CONDITIONS/OTHER COVERAGES EMPLOYEE DISHONESTY - \$5,000 - W/\$1,000 DED ENHANCEMENT ENDORSEMENT (CRIME)	FILING \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$			

NAME & ADDRESS City of Windom also Additional Insured

City of Windom PO BOX Windom, MN 56101	MORTGAGE LOSS PAYEE LOAN #	ADDITIONAL INSURED AUTHORIZED REPRESENTATIVE
--	----------------------------------	---

On Sale License Fee \$ 400.00

License No. 1-07

Wine, Beer and Liquor License
State of Minnesota

County of Cottonwood

City of Mountain Lake

License is Hereby Granted to

Broder Inc. DBA: The Laker Grill

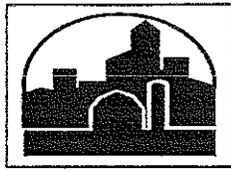
For a wine, beer and liquor license at 999 2nd Avenue in the City of Mountain Lake in said county and state for the term of one year beginning with the 1st day of January, 2007 and ending on December 31, 2007; subject to the laws of the State of Minnesota and the ordinances and regulations of said City of Mountain Lake pertaining thereto.

Attest:


Mountain Lake
City Clerk
(seal)

City Council
of the City of Mountain Lake

By 
Mayor



City of Windom
Windom, Minnesota

Application
For Authorization to Dispense Intoxicating Liquor

To the Windom City Council :

The undersigned hereby applies for authorization to dispense intoxicating liquor on City owned property during a City sponsored event in the City of Windom in accordance with the information given below, City of Windom Code Chapter 5 and Minnesota Statute 340A.404:

Location of Event Windom Comm Center

Date of Event Aug 11. 07

Hours 4-12:00

Type of Event WEDDING Reception & Dance

LAKER GRILL
Name of Individual/Organization

[Signature]
Licensee Officers Signature

999 2ND AVE
Street Address

MT. LAKE MN
City State

427-2450
Telephone Number

Application Approved Disapproved
this _____ day of _____, 20_____

City Administrator

License Fee - None \$0.00	
<input checked="" type="checkbox"/>	Copy of On-sale license attached
<input checked="" type="checkbox"/>	Proof of insurance attached
<input checked="" type="checkbox"/>	City named as additional insured
<input checked="" type="checkbox"/>	Licensee has signed the Hold Harmless Agreement

Hold Harmless and Indemnification Agreement

IN CONSIDERATION OF authorization by the Windom City Council to dispense intoxicating liquor on City-owned property or during a City sponsored event, the undersigned licensee hereby agrees to hold harmless the City of Windom, its employees and its agents, from any and all claims for any damages whatsoever arising out of the licensee providing intoxicating liquor under said authorization on the 11 day of Aug, 2007. Further, the undersigned licensee agrees to indemnify the City of Windom for any such claims for damages whatsoever arising out of licensee's dispensing of said intoxicating liquor, including the reimbursement of the City of Windom's costs and disbursements, including reasonable attorneys' fees in defending any such action for claims and damages.

[Signature]
Licensee Officers Signature

6-29-07
Date

ACORD INSURANCE BINDER

DATE
6-18-2007

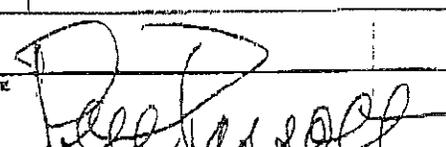
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER UMPM, Inc. 2975 Valley View Rd. Suite D Eden Prairie, MN 55349	PHONE (Mn. Lic. No.) 952-947-0181	COMPANY STATE NATIONAL INSURANCE COMPANY	BINDER # UM 0004809																								
CODE:		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including location) RESTAURANT																									
AGENCY CUSTOMER ID: INSURED THE LAKER GRILL BRODAR, INC. DBA/ 888 -2ND AVENUE MOUNTAIN LAKE, MN 56150	<table border="1"> <tr> <th colspan="2">EFFECTIVE</th> <th colspan="2">TIME</th> <th colspan="2">EXPIRATION</th> <th colspan="2">TIME</th> </tr> <tr> <td>RATE</td> <td></td> <td>X</td> <td>AM</td> <td>DATE</td> <td>X</td> <td>12:01 AM</td> <td></td> </tr> <tr> <td>06-14-07</td> <td></td> <td></td> <td>PM</td> <td>06-14-08</td> <td></td> <td>NOON</td> <td></td> </tr> </table>			EFFECTIVE		TIME		EXPIRATION		TIME		RATE		X	AM	DATE	X	12:01 AM		06-14-07			PM	06-14-08		NOON	
EFFECTIVE		TIME		EXPIRATION		TIME																					
RATE		X	AM	DATE	X	12:01 AM																					
06-14-07			PM	06-14-08		NOON																					

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	BUILDING - R/C - SPECIAL CONTENTS - R/C - SPECIAL BUSINESS INCOME - SPECIAL ENHANCEMENT ENDORSEMENT (SEE ATTACHED)	\$1,000 1,000 -	80% 80% 1/4 MO. LIM	\$ 305,000 95,000 50,000
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BROAD FORM ENDORSE	PREMISE & OPERATIONS LIQUOR LIABILITY ASSAULT & BATTERY - FULL TO POLICY LIMITS RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ 300,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADJ INJURY \$ 300,000 GENERAL AGGREGATE \$ 300,000 PRODUCTS - COMP/OP AGE \$ 300,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE STATED AMOUNT \$ OTHER
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EACH ACCIDENT \$ AGGREGATE \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS EL EACH ACCIDENT \$ EL DISEASE - FA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
SPECIAL CONDITIONS/OTHER COVERAGES EMPLOYEE DISHONESTY - \$5,000 - W/\$1,000 DED ENHANCEMENT ENDORSEMENT (CRIME)				FIBER \$ YACHT \$ ESTIMATED TOTAL PREMIUM \$

NAME & ADDRESS: City of Windom also Additional Insured

City of Windom
PO BOX
Windom, MN 56101

MORTGAGEE: _____
LOSS PAYEE: _____
LOAN #: _____
AUTHORIZED REPRESENTATIVE: 

On Sale License Fee \$ 400.00

License No. 1-07

Wine, Beer and Liquor License
State of Minnesota

County of Cottonwood

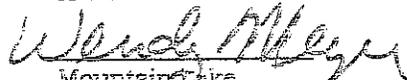
City of Mountain Lake

License is Hereby Granted to

Brodar Inc. DBA: The Laker Grill

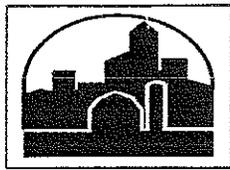
For a wine, beer and liquor license at 999 2nd Avenue in the City of Mountain Lake in said county and state for the term of one year beginning with the 1st day of January, 2007 and ending on December 31, 2007; subject to the laws of the State of Minnesota and the ordinances and regulations of said City of Mountain Lake pertaining thereto.

Attest:


Mountain Lake
City Clerk
(seal)

City Council
of the City of Mountain Lake

By 
Mayor



City of Windom
Windom, Minnesota

Application

For Authorization to Dispense Intoxicating Liquor

To the Windom City Council :

The undersigned hereby applies for authorization to dispense intoxicating liquor on City owned property during a City sponsored event in the City of Windom in accordance with the information given below, City of Windom Code Chapter 5 and Minnesota Statute 340A.404:

Location of Event COMMUNITY CENTER

Date of Event AUG 18TH

Hours 5-12:00

Type of Event WEDDING DANCE - ELZENGA

LAKER GRILL
Name of Individual/Organization

[Signature]
Licensee Officers Signature

999 2ND AVE
Street Address

MT. LAKE MN
City State

507-427-~~2784~~ 2450
Telephone Number

Application Approved Disapproved
this _____ day of _____, 20____

City Administrator

License Fee - None \$0.00

- Copy of On-sale license attached
- Proof of insurance attached
- City named as additional insured
- Licensee has signed the Hold Harmless Agreement

Hold Harmless and Indemnification Agreement

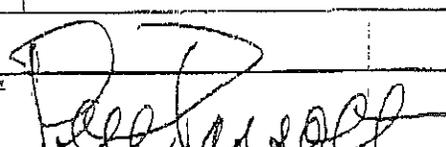
IN CONSIDERATION OF authorization by the Windom City Council to dispense intoxicating liquor on City-owned property or during a City sponsored event, the undersigned licensee hereby agrees to hold harmless the City of Windom, its employees and its agents, from any and all claims for any damages whatsoever arising out of the licensee providing intoxicating liquor under said authorization on the 18 day of AUG, 2007. Further, the undersigned licensee agrees to indemnify the City of Windom for any such claims for damages whatsoever arising out of licensee's dispensing of said intoxicating liquor, including the reimbursement of the City of Windom's costs and disbursements, including reasonable attorneys' fees in defending any such action for claims and damages.

[Signature]
Licensee Officers Signature

6-29-07
Date

ACORD™ INSURANCE BINDER		DATE 6-18-2007
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.		
PRODUCER UMPH, Inc. 9975 Valley View Rd. Suite D Eden Prairie, MN 55349	PHONE (Mn. No. Ex): 952-947-0181	COMPANY STATE NATIONAL INSURANCE COMPANY BINDER # UM 0004909
CODE: _____ RUN CODE: _____		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER SIPPING POLICY #: _____
AGENCY CUSTOMER ID: INSURED THE LAKE GRILL BRODAR, INC. DBA/ 838 -2ND AVENUE MOUNTAIN LAKE, MN 56150		DESCRIPTION OF OPERATION/VEHICLE/PROPERTY (including Location) RESTAURANT

COVERAGES	LIMITS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	BUILDING - F/C - SPECIAL CONTENTS - F/C - SPECIAL BUSINESS INCOME - SPECIAL ENHANCEMENT ENDORSEMENT (SEE ATTACHED)	\$1,000 1,000 -	80% 80% 1/4 MO. LIM	\$ 305,000 95,000 50,000
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BROAD FORM ENDORSE	PREMISE & OPERATIONS LIQUOR LIABILITY ASSAULT & BATTERY - FULL TO POLICY LIMITS RETRO DATE FOR CLAIMS MADE: _____	EACH OCCURRENCE \$ 500,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 300,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 300,000		
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$ \$			
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COLL	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT \$ OTHER		
Garage Liability <input type="checkbox"/> ANY AUTO	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$			
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE: _____	EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ WC STATUTORY LIMITS		
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY	E.L. EACH ACCIDENT \$ E.L. DISEASE - PA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$			
SPECIAL CONDITIONS/OTHER COVERAGES EMPLOYEE DISHONESTY - \$5,000 - W/\$1,000 DED ENHANCEMENT ENDORSEMENT (CRIME)				

NAME & ADDRESS City of Windom also Additional Insured City of Windom PO BOX Windom, MN 56101	MORTGAGEE LOSS PAYEE LOAN #	ADDITIONAL INSURED AUTHORIZED REPRESENTATIVE 
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On Sale License Fee \$ 400.00

License No. 1-07

Wine, Beer and Liquor License
State of Minnesota

County of Cottonwood

City of Mountain Lake

License is Hereby Granted to

Brodar Inc. DBA: The Laker Grill

For a wine, beer and liquor license at 999 2nd Avenue in the City of Mountain Lake in said county and state for the term of one year beginning with the 1st day of January, 2007 and ending on December 31, 2007; subject to the laws of the State of Minnesota and the ordinances and regulations of said City of Mountain Lake pertaining thereto.

Attest:


Mountain Lake
City Clerk
(seal)

City Council
of the City of Mountain Lake

By


Mayor

MEMO



TO: Mayor Tom Riordan
Windom City Council
Steve Nasby, City Administrator

FROM: Aaron Backman, EDA Executive Director

DATE: June 28, 2007

SUBJECT: SCDP Assumption Agreement

James and Patricia Hardin own commercial property located at 288 Tenth Street. In 2001, they entered into an SCDP repayment agreement.

In recent years, their son, Don Hardin, has been making the monthly mortgage payments on behalf of his parents.

The EDA has received a request from Don Hardin that, for estate planning purposes, a transfer of the property from his parents into his name be allowed without requiring payoff of the SCDP mortgage; and further, that he be allowed to assume the mortgage payments on the SCDP loan.

For example, in 2002, the City Council approved such a transfer and assumption between parents (Gerhard and Roselyn Friesen) and son (Dale Friesen).

Don has been making the payments and advises that he intends to continue making the payments pursuant to the amortization schedule incorporated in the repayment agreement.

A proposed Memorandum of Understanding and Assumption Agreement has been prepared and reviewed by the City Attorney and the EDA Board. A copy is attached to this Memo for your review.

At the meeting on June 25th, the EDA Board approved recommendations to the City Council that (1) the transfer be allowed, and (2) the proposed Memorandum of Understanding and Assumption Agreement be approved.

Should you have any questions concerning this matter, please do not hesitate to stop by our office or contact me at 831-6125. I also plan to be present for the July 3rd City Council Meeting.

REQUESTED ACTION: Approval of the proposed transfer of the Hardin property without requiring SCDP payoff and approval of the proposed Memorandum of Understanding and Assumption Agreement.

AAB:mh



MEMORANDUM OF UNDERSTANDING
AND ASSUMPTION AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND ASSUMPTION AGREEMENT is made and entered into this _____ day of _____, 2007, by and between JAMES H. HARDIN and PATRICIA L. HARDIN, husband and wife, (hereinafter referred to as "BORROWERS"); DON L. HARDIN (hereinafter referred to as "ASSIGNEE"); and the CITY OF WINDOM, a municipal corporation under the laws of the State of Minnesota, (hereinafter referred to as "LENDER").

WHEREAS, the BORROWERS are the owners of property located at 288 Tenth Street and legally described as:

THE SOUTH 69 FEET OF LOT 6, BLOCK 7 OF THE ORIGINAL TOWNSITE
TO THE CITY OF WINDOM, COTTONWOOD COUNTY, MINNESOTA; and

WHEREAS, the BORROWERS participated in a commercial rehab project as part of the Small Cities Development Program offered by the LENDER in 2000; and

WHEREAS, on August 8, 2000, the BORROWERS and Eddison Dean Christians and Barbara Jean Christians executed a Combination Mortgage, Security Agreement and Loan Repayment Agreement encumbering the above-described real estate; and said Mortgage was recorded on February 27, 2001, as Document No. 231823 in File 200 on Card 356; and

WHEREAS, in 2003 the BORROWERS purchased Christians' share of the partnership interest in the property and assumed all liability under said Mortgage; and

WHEREAS, it is the BORROWERS' intent to convey the above-described real estate to their son, DON L. HARDIN, and to assign their interest in the Mortgage to DON L. HARDIN; and

WHEREAS, DON L. HARDIN, as "ASSIGNEE", has agreed to assume the Mortgage and to fulfill all remaining obligations under said Mortgage; and

WHEREAS, the LENDER has consented to the proposed conveyance of the above-described real estate, based upon assumption of the Mortgage by the ASSIGNEE; and the LENDER requires that specific language be added to the Warranty Deed regarding the Mortgage.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Warranty Deed from the BORROWERS to the ASSIGNEE shall contain the following language:

“Grantee, by acceptance of this Warranty Deed, agrees to assume and be responsible for all terms and conditions of the Combination Mortgage, Security Agreement, and Loan Repayment Agreement dated August 8, 2000, and recorded on February 27, 2001, as Document No. 231823 in File 200 on Card 356, between the above Grantors as “Borrowers” and the City of Windom.”

2. The ASSIGNEE acknowledges receipt of a copy of the above-described Mortgage and agrees to assume and fulfill all terms and conditions of said Mortgage.

3. The LENDER, in consideration for Don L. Hardin’s assumption of the aforementioned Mortgage obligations, agrees to release the original Borrowers from any further liability under said Mortgage, contemporaneously with the conveyance of the real estate to DON L. HARDIN.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding and Assumption Agreement.

BORROWERS:

James H. Hardin

Patricia L. Hardin

ASSIGNEE:

Don L. Hardin

LENDER:

CITY OF WINDOM

By _____
Tom Riordan, Mayor



Memo

To: Mayor and Council Members

From: Utility Commission

CC: Steve Nasby

Date: 6/27/2007

Re: Water & Sewer Rate Change Recommendation

The Utility Commission held a meeting on June 20, 2007. The Commission reviewed information provided by Water/Wastewater Superintendent Mike Haugen regarding water and sewer usage, revenues and projections.

Following review of the information, the Commission recommended increases of 5% in both the water and sewer rates effective August 1, 2007.

Requested Action: Approve the Utility Commission's recommendation and adopt the "Resolution Establishing Rates, Charges and Fees for Enterprise Funds".

RESOLUTION #2007-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Abstained:

CITY OF WINDOM

**RESOLUTION ESTABLISHING
RATES, CHARGES AND FEES FOR ENTERPRISE FUNDS**

WHEREAS, City Code Section 3.02 authorizes the City Council to establish rates and charges for municipal utilities (including, but not limited to, services, permit fees, connection and meter reading and checking fees, disconnection fees, reconnection fees including penalties for non-payment); and

WHEREAS, the Utility Commission and the City Council periodically establishes rates and fees for municipal utilities; and

WHEREAS, the Windom Utility Commission has amended rates and requests that the Windom City Council adopt the amended sewer and water rates charged residential and commercial customers; and

WHEREAS, it is in the best interests of the City of Windom and its citizens to operate the city enterprise funds in a financially sound and cost-effective manner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Windom, Minnesota, to change the sewer and water rates charged residential and commercial customers as listed.

Water Rates:

<u>Residential & Commercial:</u>	Monthly Minimum	\$11.55
	300 – 1000	\$2.36/100 cu. ft.
	Excess 1000	\$2.63/100 cu. ft.

Sewer Rates:

<u>Residential:</u>	Minimum Charge	\$19.85
	1st 1500 cu. ft.	.78¢/100 cu. ft.
	2nd 1500 cu. ft.	.39¢/100 cu. ft.
	Over 3000	.00¢/100 cu. ft.

<u>Commercial:</u>	Minimum Charge	\$21.17 (includes the first 800 cu. ft.)
		\$2.65/100 cu. ft.

Adopted this 3rd day of July, 2007.

Tom Riordan, Mayor

ATTEST:

Steven Nasby, City Administrator

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	PICTURE THIS PHOTO	MAYORS MEDAL EXPENSE	150.00
		Total for Department 101	150.00*
CITY OFFICE	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	53.72
CITY OFFICE	PITNEY BOWES	POSTAGE METER	59.50
		Total for Department 103	113.22*
P & Z / BUILDING OFF	PITNEY BOWES	POSTAGE METER	59.50
		Total for Department 106	59.50*
CITY HALL	MN ENERGY RESOURCES	HEATING	14.91
		Total for Department 115	14.91*
POLICE	CELLULARONE - ALLTEL	TELEPHONE	212.38
POLICE	COTTONWOOD COUNTY AG	FAIR BOOTH	50.00
POLICE	COTTONWOOD CO TREASU	DISPATCHING	275.00
POLICE	COTTONWOOD CO TREASU	RENT	1,200.00
POLICE	PITNEY BOWES	POSTAGE METER	59.50
POLICE	TRAVEL MANAGEMENT	LEASE CAR	2,455.51
		Total for Department 120	4,252.39*
FIRE DEPARTMENT	COTTONWOOD CO TREASU	DISPATCHING	212.50
		Total for Department 125	212.50*
EMERGENCY MANAGEMENT	COTTONWOOD CO TREASU	DISPATCHING	12.50
		Total for Department 130	12.50*
STREET	COTTONWOOD CO TREASU	DISPATCHING	125.00
STREET	LUCAN COMMUNITY TV I	MAINTENANCE	394.05
STREET	MN ENERGY RESOURCES	HEATING	58.81
STREET	PITNEY BOWES	POSTAGE METER	59.50
STREET	CARQUEST MOTOR PARTS	MAINTENANCE	71.72
		Total for Department 140	709.08*
HEALTH & SANITATION	NEAL GRUNEWALD	COMPOST SITE MANAGER	160.00
		Total for Department 145	160.00*
RECREATION	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	26.81
		Total for Department 150	26.81*
PARKS	COTTONWOOD CO TREASU	DISPATCHING	37.50
PARKS	JOAN EVERS	REFUND - SHELTER DAMAGE	50.00
PARKS	JESSICA REYES	REFUND - DAMAGE DEPOSIT	50.00
		Total for Department 165	137.50*
		Total for Fund 01	5,848.41*
LIBRARY	CITY OF WINDOM	STATE PORT OF BLDG PERMI	6.50
LIBRARY	AGRI NEWS	SUBSCRIPTION	25.00
		Total for Department 171	31.50*

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 03			31.50*
POOL	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	26.81
POOL	CITY OF WINDOM	STATE PORT OF BLDG PERMI	2.50
POOL	MN ENERGY RESOURCES	HEATING	1,508.11
POOL	LARRISSA RAMOS	REFUND - SMIM LESSONS	25.00
Total for Department 175			1,562.42*
Total for Fund 12			1,562.42*
AMBULANCE	KATE AXFORD	EXPENSE	95.80
AMBULANCE	CELLULARONE - ALLTEL	TELEPHONE	24.39
AMBULANCE	COTTONWOOD CO TREASU	DISPATCHING	200.00
AMBULANCE	PAULA RAVERTY	EXPENSE	30.23
AMBULANCE	WINDOM AREA HOSPITAL	SERVICE	1,808.94
Total for Department 176			2,159.36*
Total for Fund 13			2,159.36*
MULTI-PURPOSE BUILDI	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	26.81
MULTI-PURPOSE BUILDI	CREATIVE DESIGN	SERVICE	45.26
MULTI-PURPOSE BUILDI	MN ENERGY RESOURCES	HEATING	161.11
Total for Department 177			233.18*
Total for Fund 14			233.18*
GUARDIAN INN & BANK	TIF PAYMENT - GUARDIAN		12,533.71
Total for Department			12,533.71*
Total for Fund 35			12,533.71*
J & R PARTNERSHIP	TIF PAYMENT		11,743.41
Total for Department			11,743.41*
Total for Fund 40			11,743.41*
PM WINDOM	TIF PAYMENT		44,866.81
Total for Department			44,866.81*
Total for Fund 42			44,866.81*
LIQUOR	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	26.81
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	1,805.65
LIQUOR	LOCHER BROTHERS INC	MERCHANDISE	3,210.20
LIQUOR	EVER-GREEN	SERVICE	49.57
LIQUOR	GRIGGS COOPER	MERCHANDISE	1,644.13
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	1,491.30
LIQUOR	JOHNSON BROS.	MERCHANDISE	4,299.84
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	5,844.05
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	1,492.93

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
		Total for Department 180	19,864.48*
		Total for Fund 60	19,864.48*
WATER	A & B BUSINESS EQUIP MAINTENANCE CONTRACT		53.62
WATER	COTTONWOOD CO TREASU DISPATCHING		100.00
WATER	ELECTRIC FUND MAINTENANCE		355.00
WATER	MN ENERGY RESOURCES HEATING		532.26
WATER	PITNEY BOWES 1/4 PAYMENT-MAILER/INSER		576.40
WATER	PITNEY BOWES POSTAGE METER		59.50
		Total for Department 181	1,676.78*
		Total for Fund 61	1,676.78*
	HEATHER EASTERDAY REFUND - UTILITY PREPAYM		125.00
		Total for Department	125.00*
ELECTRIC	A & B BUSINESS EQUIP MAINTENANCE CONTRACT		26.81
ELECTRIC	CENTRAL MINNESOTA MU DUES		1,000.00
ELECTRIC	CENTRAL MINNESOTA MU ENERGY DEVELOPMENT		8,818.94
ELECTRIC	CENTRAL MINNESOTA MU TRANSMISSION		33,490.58
ELECTRIC	CENTRAL MINNESOTA MU UP POWER		172,743.46
ELECTRIC	COTTONWOOD CO TREASU DISPATCHING		187.50
ELECTRIC	DHL EXPRESS SERVICE		35.19
ELECTRIC	MN ENERGY RESOURCES HEATING		14.91
ELECTRIC	PITNEY BOWES 1/4 PAYMENT-MAILER/INSER		576.40
ELECTRIC	PITNEY BOWES POSTAGE METER		59.50
ELECTRIC	SEH SERVICE		11,048.31
ELECTRIC	THE STAG CLOTHIERS CLOTHING		76.00
ELECTRIC	CARQUEST MOTOR PARTS MAINTENANCE		34.33
ELECTRIC	TANKNOLOGY SERVICE		1,507.60
		Total for Department 182	229,619.53*
		Total for Fund 62	229,744.53*
SEWER	A & B BUSINESS EQUIP MAINTENANCE CONTRACT		53.62
SEWER	COTTONWOOD CO TREASU DISPATCHING		100.00
SEWER	ELECTRIC FUND MAINTENANCE		35.00
SEWER	QUEST TELEPHONE		136.32
SEWER	MN ENERGY RESOURCES HEATING		60.63
SEWER	PITNEY BOWES 1/4 PAYMENT-MAILER/INSER		576.40
SEWER	PITNEY BOWES POSTAGE METER		59.50
		Total for Department 183	1,021.47*
		Total for Fund 63	1,021.47*
ARENA	A & B BUSINESS EQUIP MAINTENANCE CONTRACT		26.81
ARENA	ELECTRIC FUND MAINTENANCE		40.23
ARENA	PITNEY BOWES POSTAGE METER		59.50
ARENA	CARQUEST MOTOR PARTS MAINTENANCE		9.24

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
		Total for Department 184	135.78*
		Total for Fund 64	135.78*
ECONOMIC DEVELOPMENT	AARON BACKMAN	MOVING EXPENSES PER AGRE	240.22
ECONOMIC DEVELOPMENT	MN ENERGY RESOURCES	HEATING	21.62
ECONOMIC DEVELOPMENT	PITNEY BOWES	POSTAGE METER	59.50
		Total for Department 187	321.34*
		Total for Fund 67	321.34*
RIVERBLUFF ESTATES	BRADY POWERS	MOWING	248.00
		Total for Department 166	248.00*
		Total for Fund 68	248.00*
TELECOMMUNICATIONS	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	80.43
TELECOMMUNICATIONS	LIFETIME	SUBSCRIBER	579.92
TELECOMMUNICATIONS	LIFETIME MOVIE NETWO	SUBSCRIBER	30.00
TELECOMMUNICATIONS	MN ENERGY RESOURCES	HEATING	13.06
TELECOMMUNICATIONS	PITNEY BOWES	1/4 PAYMENT-MAILER/INSER	1,152.80
TELECOMMUNICATIONS	PITNEY BOWES	POSTAGE METER	59.50
TELECOMMUNICATIONS	TURNER MEDIA GROUP	SUBSCRIBER	1,708.00
		Total for Department 199	3,623.71*
TELECOMMUNICATIONS	LEOLA WELTON	REFUND ON PRE-PAID CABLE	81.38
		Total for Department 299	81.38*
		Total for Fund 69	3,705.09*
AFSCME		UNION DUES	214.50
AFLAC		INSURANCE	190.68
JOHNSON COUNTY COURT		PAYROLL DEDUCTION #CDDMO	1,302.00
LOCAL UNION #949		UNION DUES	1,462.78
		Total for Department	3,169.96*
		Total for Fund 70	3,169.96*
		Grand Total	338,866.23*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY OFFICE	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	9.17
CITY OFFICE	MN NCPERS LIFE INSUR	INSURANCE	96.00
CITY OFFICE	QUILL CORP	SUPPLIES	79.64
CITY OFFICE	SELECTACCOUNT	FLEX SPENDING	142.10
	Total for Department 103		326.91*
P & Z / BUILDING OFF	MIDWEST WIRELESS	TELEPHONE	23.67
P & Z / BUILDING OFF	MN NCPERS LIFE INSUR	INSURANCE	24.00
	Total for Department 106		47.67*
CITY HALL	BRAD BUSSA	CLEANING	95.20
	Total for Department 115		95.20*
POLICE	MN NCPERS LIFE INSUR	INSURANCE	144.00
POLICE	SECR REV FUND/CITY O	POSTAGE/UTILITY REFUNDS	.97
	Total for Department 120		144.97*
FIRE DEPARTMENT	MIDWEST WIRELESS	TELEPHONE	25.17
	Total for Department 125		25.17*
STREET	BARGEN INC	SEALER	641.40
STREET	MN NCPERS LIFE INSUR	INSURANCE	89.00
STREET	RUNNING'S SUPPLY	MAINTENANCE	234.67
	Total for Department 140		965.07*
RECREATION	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	4.52
	Total for Department 150		4.52*
PARKS	MN NCPERS LIFE INSUR	INSURANCE	16.00
PARKS	RUNNING'S SUPPLY	MAINTENANCE	17.30
	Total for Department 165		33.30*
	Total for Fund 01		1,642.81*
LIBRARY	MN ENERGY RESOURCES	HEATING	49.62
	Total for Department 171		49.62*
	Total for Fund 03		49.62*
POOL	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	4.52
POOL	RUNNING'S SUPPLY	MAINTENANCE	68.21
POOL	DEBRA BEHREND	REFUND - LESSONS	35.00
POOL	ERIC HANSON	REFUND - LESSONS	35.00
	Total for Department 175		142.73*
	Total for Fund 12		142.73*
MULTI-PURPOSE BUILDI	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	4.52
MULTI-PURPOSE BUILDI	MN NCPERS LIFE INSUR	INSURANCE	48.00
MULTI-PURPOSE BUILDI	RUNNING'S SUPPLY	MAINTENANCE	4.68
	Total for Department 177		57.20*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 14			57.20*
FM REVOLVING LOAN FU BANK MIDWEST		LOAN PAYMENT	3,830.79
Total for Department 172			3,830.79*
Total for Fund 15			3,830.79*
LIQUOR	A & B BUSINESS EQUIP MAINTENANCE CONTRACT		4.52
LIQUOR	BEVERAGE WHOLESALERS MERCHANDISE		3,465.10
LIQUOR	COTTONWOOD CTY RECOR RECORDING FEE		46.00
LIQUOR	COTTONWOOD CO TREASU DEED TAX		1.65
LIQUOR	LOCHER BROTHERS INC MERCHANDISE		4,897.70
LIQUOR	GRIGGS COOPER MERCHANDISE		5,986.81
LIQUOR	HAGEN DISTRIBUTING MERCHANDISE		14,098.25
LIQUOR	JOHNSON BROS. MERCHANDISE		401.17
LIQUOR	MN NCPERS LIFE INSUR INSURANCE		28.00
LIQUOR	MN ENERGY RESOURCES HEATING		38.60
LIQUOR	PHILLIPS WINE & SPIR MERCHANDISE		356.55
LIQUOR	QUALITY WINE SPIRITS MERCHANDISE		7,803.79
Total for Department 180			37,128.14*
Total for Fund 60			37,128.14*
WATER	A & B BUSINESS EQUIP MAINTENANCE CONTRACT		9.04
WATER	ELECTRIC FUND MAINTENANCE		330.00
WATER	MN NCPERS LIFE INSUR INSURANCE		40.00
Total for Department 181			379.04*
Total for Fund 61			379.04*
SECR REV FUND/CITY O REFUNDS - UTILITY PREPAY			875.00
SECR REV FUND/CITY O REFUNDS-UTILITY PREPAYME			270.00
Total for Department			1,145.00*
ELECTRIC	A & B BUSINESS EQUIP MAINTENANCE CONTRACT		4.52
ELECTRIC	MIDWEST WIRELESS TELEPHONE		158.89
ELECTRIC	MN NCPERS LIFE INSUR INSURANCE		89.00
ELECTRIC	SECR REV FUND/CITY O POSTAGE/UTILITY REFUNDS		2.62
ELECTRIC	U S DEPT OF ENERGY ENERGY METERS		500.00
ELECTRIC	WAYNE ALINK ENERGY REBATE		50.00
ELECTRIC	MELVIN KING ENERGY REBATE		100.00
ELECTRIC	RAHN LARSON ENERGY REBATE		450.00
ELECTRIC	SANDRA LANGLAND ENERGY REBATE		50.00
ELECTRIC	DICK NOYES ENERGY REBATE		200.00
ELECTRIC	BRAD SAMDAL ENERGY REBATE		100.00
ELECTRIC	MICHAEL THOMAS ENERGY REBATE		200.00
ELECTRIC	BETTY THOMPSON ENERGY REBATE		100.00
ELECTRIC	KEITH WEINBERG ENERGY REBATE		100.00
ELECTRIC	RICHARD WIENS ENERGY REBATE		100.00
Total for Department 182			2,205.03*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 62			3,350.03*
SEWER	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	9.04
SEWER	MN NCPERS LIFE INSUR	INSURANCE	72.00
SEWER	RUNNING'S SUPPLY	MAINTENANCE	301.29
Total for Department 183			382.33*
Total for Fund 63			382.33*
ARENA	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	4.52
ARENA	MIDWEST WIRELESS	TELEPHONE	40.08
ARENA	MN NCPERS LIFE INSUR	INSURANCE	25.00
ARENA	MN ENERGY RESOURCES	HEATING	153.90
ARENA	RUNNING'S SUPPLY	MAINTENANCE	100.01
Total for Department 184			323.51*
Total for Fund 64			323.51*
SECR REV FUND/CITY O REFUNDS - CONVERTER DEPO			485.00
Total for Department			485.00*
Total for Fund 65			485.00*
BANK MIDWEST		LOAN PAYMENT	4,585.50
Total for Department			4,585.50*
ECONOMIC DEVELOPMENT	AARON BACKMAN	EXPENSE	172.66
ECONOMIC DEVELOPMENT	MIDWEST WIRELESS	TELEPHONE	-57.11
ECONOMIC DEVELOPMENT	MN NCPERS LIFE INSUR	INSURANCE	8.00
ECONOMIC DEVELOPMENT	SECR REV FUND/CITY O	SUPPLIES	3.50
ECONOMIC DEVELOPMENT	BOB YSKER	MOWING	75.00
Total for Department 187			202.05*
Total for Fund 67			4,787.55*
RIVERBLUFF ESTATES	BANK MIDWEST	LOAN PAYMENT	1,813.34
Total for Department 166			1,813.34*
Total for Fund 68			1,813.34*
TELECOMMUNICATIONS	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	13.56
TELECOMMUNICATIONS	AT & T	USAGE CHARGES	145.00
TELECOMMUNICATIONS	COMCAST MEDIA CENTER	SUBSCRIBER	15.20
TELECOMMUNICATIONS	WASTE MANAGEMENT OF	HAUL GARBAGE	70.20
TELECOMMUNICATIONS	E-911	MONTHLY 911 SERVICE	43.80
TELECOMMUNICATIONS	MIDWEST DATA, INC	CABS PROCESSING	1,156.36
TELECOMMUNICATIONS	MIDWEST WIRELESS	TELEPHONE	203.02
TELECOMMUNICATIONS	CINNAMON MUELLER	MARKETING	372.50
TELECOMMUNICATIONS	MN NCPERS LIFE INSUR	INSURANCE	80.00
TELECOMMUNICATIONS	QUEST	TELEPHONE	1,411.39

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
TELECOMMUNICATIONS	QWEST	SERVICE	235.46
TELECOMMUNICATIONS	SALLY OLTMANN	SUPPLIES	19.18
TELECOMMUNICATIONS	ONVOY	BANDWIDTH BILLING	2,486.00
TELECOMMUNICATIONS	ONVOY	DEDICATED FACILITIES	1,341.69
TELECOMMUNICATIONS	JEREMY ROLFES	SERVICE INTERNET	51.20
TELECOMMUNICATIONS	RUNNING'S SUPPLY	MAINTENANCE	633.52
TELECOMMUNICATIONS	SECR REV FUND/CITY O	SUPPLIES	3.50
TELECOMMUNICATIONS	SUBWAY	EXPENSE	54.24
TELECOMMUNICATIONS	WINDOM BAKERY	EXPENSE	70.82
	Total for Department 199		8,406.64*
	Total for Fund 69		8,406.64*
	MN BENEFIT ASSOCIATI	INSURANCE	96.18
	MN NCPERS LIFE INSUR	INSURANCE	32.00
	Total for Department		128.18*
	Total for Fund 70		128.18*
	Grand Total		62,906.91*

USDA-FmHA Form FmHA 1924-18				CONTRACT NO. 0048-15 PARTIAL PAYMENT ESTIMATE #2	
PARTIAL PAYMENT ESTIMATE					
				PAGE 1 OF 4	
OWNER: CITY OF WINDOM 2007 STREETS			CONTRACTOR: HJERPE, INC HUTCHINSON, MN 55350		PERIOD OF ESTIMATE FROM 6/2/2007 TO 6/28/2007
CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
NO.	FmHA Approval Date	Amount Additions	Deductions	1. Original Contract.....	\$1,203,363.90
1				2. Change Orders.....	\$0.00
2				3. Revised Contract (1+2).....	\$1,203,363.90
3					
4				4. Work Completed*	\$395,025.00
5				5. Stored Materials*	\$37,000.00
6				6. Subtotal (4+5).....	\$452,025.00
7					
8				7. Retainage*	\$22,601.25
9				8. Previous Payments.....	3285,704.54
10				9. Amount Due (6-7-8).....	\$143,719.11
TOTALS		\$0.00	\$0.00		
NET CHANGE		\$0.00			
CONTRACT TIME					
Original (days) 50 Revised Remaining 32.5			On Schedule <input type="checkbox"/> Yes <input type="checkbox"/> No		Starting Date 3/8/2007 Projected Completion:
CONTRACTOR'S CERTIFICATION:			ARCHITECT OR ENGINEER'S CERTIFICATION:		
<p>The undersigned Contractor certifies that to the best of our knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents. All amounts have been paid by the contractor for work under previous payment estimates was issued and payments received from the owner, and that correct payment of our fee has been made.</p>			<p>The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the contract documents are correct and the work has been performed in accordance with the contract documents.</p>		
HJERPE, INC HUTCHINSON, MN By: <u>[Signature]</u> Date: <u>6/29/07</u>			Architect or Engineer: WENCK ASSOCIATES By: <u>[Signature]</u> Date: <u>6/29/07</u>		
APPROVED BY OWNER			ACCEPTED BY FmHA:		
Owner: CITY OF WINDOM By: Date:			The design and acceptance of this estimate by FmHA does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents. By: Date:		

2007 STREET IMPROVEMENTS WINDOW, MINNESOTA 56101		PAY REQUEST #2		CONTRACT		THIS PERIOD		PREVIOUS TOTAL		TOTAL TO DATE	
ITEM	APPROX. QUANTITY	UNIT	COST	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
WATERMAIN											
F & I 6" PVC WATERMAIN	3100	L.F.	\$ 20.00	\$ 62,000.00	456	\$ 9,120.00	1145	\$ 22,900.00	1601	\$ 32,020.00	
F & I 6" VALVE & BOX	23	EACH	\$ 900.00	\$ 20,700.00	3	\$ 2,700.00	11	\$ 9,900.00	14	\$ 12,600.00	
F & I 4" CAP	4	EACH	\$ 100.00	\$ 400.00	0	\$ -	1	\$ 100.00	1	\$ 100.00	
F & I 6" CROSS	1	EACH	\$ 300.00	\$ 300.00	0	\$ -	1	\$ 300.00	1	\$ 300.00	
F & I 12" X 6" TEE	2	EACH	\$ 300.00	\$ 600.00	0	\$ -	0	\$ -	0	\$ -	
F & I 6" TEE	12	EACH	\$ 200.00	\$ 2,400.00	2	\$ 400.00	5	\$ 1,000.00	7	\$ 1,400.00	
F & I 6" ELBOW	2	EACH	\$ 150.00	\$ 300.00	0	\$ -	1	\$ 150.00	1	\$ 150.00	
F & I 6" 45 BEND	2	EACH	\$ 150.00	\$ 300.00	0	\$ -	2	\$ 300.00	2	\$ 300.00	
F & I 6" CAP	4	EACH	\$ 100.00	\$ 400.00	0	\$ -	0	\$ -	0	\$ -	
F & I 6" X 4" REDUCER	8	EACH	\$ 100.00	\$ 800.00	0	\$ -	0	\$ -	0	\$ -	
F & I 6" X 1" REDUCER	2	EACH	\$ 100.00	\$ 200.00	0	\$ -	0	\$ -	0	\$ -	
F & I 4" SLEEVE	8	EACH	\$ 550.00	\$ 4,400.00	0	\$ -	0	\$ -	0	\$ -	
F & I 6" SLEEVE	2	EACH	\$ 600.00	\$ 1,200.00	0	\$ -	0	\$ -	0	\$ -	
F & I 1" CORP STOP	64	EACH	\$ 250.00	\$ 16,000.00	42	\$ 10,500.00	0	\$ -	42	\$ 10,500.00	
F & I 2" CORP STOP	4	EACH	\$ 400.00	\$ 1,600.00	2	\$ 800.00	0	\$ -	2	\$ 800.00	
F & I 1" CURB STOP	64	EACH	\$ 250.00	\$ 16,000.00	42	\$ 10,500.00	0	\$ -	42	\$ 10,500.00	
F & I 2" CURB STOP	4	EACH	\$ 400.00	\$ 1,600.00	2	\$ 800.00	0	\$ -	2	\$ 800.00	
F & I HYDRANT	5	EACH	\$ 2,500.00	\$ 12,500.00	1	\$ 2,500.00	2	\$ 5,000.00	3	\$ 7,500.00	
F & I 1" COPPER SERVICE	2400	L.F.	\$ 14.00	\$ 33,600.00	1315	\$ 18,410.00	0	\$ -	1315	\$ 18,410.00	
F & I 2" COPPER SERVICE	180	L.F.	\$ 30.00	\$ 5,400.00	75	\$ 2,250.00	0	\$ -	75	\$ 2,250.00	
ROCK SUBFOUNDATION	300	C.Y.	\$ 0.01	\$ 3.00	0	\$ -	0	\$ -	0	\$ -	
F & I 12" X 6" LIVE TAP	2	EACH	\$ 3,000.00	\$ 6,000.00	2	\$ 6,000.00	0	\$ -	2	\$ 6,000.00	
WATERMAIN SUBTOTAL											
				\$ 186,703.00		\$ 63,980.00		\$ 39,650.00		\$ 103,630.00	
SANITARY SEWER											
F & I 8" SEWER PIPE											
8-10' DEEP	2500	L.F.	\$ 24.00	\$ 60,000.00	708	\$ 16,992.00	1141	\$ 27,384.00	1849	\$ 44,376.00	
10-12' DEEP	500	L.F.	\$ 26.00	\$ 13,000.00	0	\$ -	0	\$ -	0	\$ -	
F & I 12" FORCEMAIN	40	L.F.	\$ 40.00	\$ 1,600.00	0	\$ -	37	\$ 1,480.00	37	\$ 1,480.00	
F & I 12" CAP	1	EACH	\$ 200.00	\$ 200.00	0	\$ -	1	\$ 200.00	1	\$ 200.00	
F & I MANHOLE	110	L.F.	\$ 200.00	\$ 22,000.00	0	\$ -	35	\$ 7,000.00	35	\$ 7,000.00	

