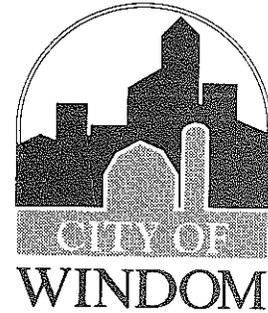


City Council Meeting
Tuesday, June 17, 2008
City Council Chambers
7:30 p.m.
AGENDA



Call to Order

Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes – June 3, 2008
2. Consent Agenda
 - Receipt of Board & Commission Minutes
 - Library Board – June 10, 2008
 - EDA Commission - June 11, 2008
 - Correspondence
 - Wenck Associates Inc.
3. Department Heads
4. License Applications
 - Exempt Permit – St. Francis Xavier Church
 - Amplification Equipment – Citizen Publishing
5. 2007 City Audit – Dennis Rick LTD
6. Central Minnesota Municipal Power Agency (CMMPA)
 - Power Sales Agreement
 - CMMPA and Utilities Plus Board Representation Appointment
7. SCDP Grant Development Application Agreement
8. 2009/2010 Street Improvement Project
 - Ordering Preparation of Reports
9. Disposition of Equipment
 - Fire Dept – Jaws of Life
10. 2008 Airport Grant Agreement – Federal Funds
11. Council Meeting Time Change – July 1, 2008 Meeting
12. Regular Bills
13. Unfinished Business
14. New Business
15. Council Concerns
16. Adjourn



Council Meeting
Windom City Hall, Council Chamber
June 3, 2008
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, Robert Messer,
Bradley Powers and JoAnn Ray

Council Members Absent:

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

Public Present: Joe Grabowski, Steve Robinson and Dirk
Abraham

3. Pledge of Allegiance

4. Approval of Minutes:

**Motion by Fast, second by Ray, to approve the May 20, 2008 minutes.
Motion carried 5 – 0.**

5. Approval of the Consent Agenda:

Riordan said the Consent agenda contained the minutes from the Economic
Development Authority and Utility Commission.

**Motion by Powers, second by Ray, to approve the Consent Agenda. Motion
carried 5 – 0.**

6. Department Heads:

Mike Haugen, Water\Wastewater Superintendent, said that the 2007 Consumer
Confidence Report from the State is now available and it will be included in the
June utility bills as well as on the City web site. He said if anyone has questions
about the report they could contact the Water Department offices at 831-6138.

Haugen noted that during the summer the City implements a watering restriction. The watering restriction will be the same as it had been in the past, which is an odd/even system. Properties with an even numbered address can water on even numbered days and properties with an odd numbered address can water on odd numbered days. Citizens with new sod, seed or trees will be allowed to water anytime, but they will need permission from the Water Department.

Bruce Caldwell, Street Superintendent, noted that Riverfest is June 13-15 and City crews are working to beautify the community. He encouraged residents to look at their properties and mow, if needed, so the community looks good. Caldwell reminded residents that grass clippings should not be blown into the street or alleys. Caldwell also wanted to let the Council and public know that the treatment for gnats and mosquitoes is underway and there is a city-wide spraying scheduled for Thursday, June 12 dependent on the weather.

7. License Applications:

Schwan's Home Services – Business Solicitation License

Motion by Ray, seconded by Fast, to approve the business solicitation license for Schwan's Home Services. Motion carried 5 – 0.

John Hedquist – Game of Skill Permit

Motion by Messer, seconded by Powers, to approve the game of skill permit for John Hedquist. Motion carried 5 – 0.

Fast noted that this game is at the Arena and asked if it were tied to a fundraiser for any group. Nasby said that his understanding is that it was not a fundraiser, but a privately owned game. He said it needed a permit as it is different from the vending machines at the Arena. In vending machines something of value such as a sticker or can of soda is received when someone puts money in the machine; however, this game does not necessarily result in something of value being received.

8. Selection of Engineer for 2009\10 Street Project:

Caldwell provided an overview of the project and listed the locations being planned as part of the project (20th Street, 4th Avenue, Langley, S. Drake and 5th Street). He said that whatever firm the Council selects will need to step up regarding performance. He emphasized that plans and specs must be well thought-out, correctly prepared and then implemented as shown. Due to some complexities with this project, particularly the bridge and intersections on 4th Avenue will require the professional talents of the engineering firm and involvement of the public.

He also encouraged the Council to keep with a regular construction schedule such as every other year so the City does not go through a cycle where everything is put off and then it is difficult to address problems as everything needs attention at the same time.

Messer said if the projects in the future require only re-surfacing of the street then may be the projects could be looked at annually.

Powers asked if 20th Street could wait another year. Caldwell said the street experienced severe break-up due to freeze/thaw this year and barricades have been up for several months so it really needs to be re-done this year.

Messer asked about the funding for the 4th Avenue bridge on Perkins Creek. Nasby said that according to the County Engineer the bridge is on the list, but MN DOT is not yet sure how many projects will be funded. So, it could be 2009.

Riordan re-capped the selection process, which included interviews with the engineering firms.

Messer said that he had a question on fees charged by SEH and referred to the May 6 Council minutes which indicated 8-10% charge for design and 8-12% charge for construction and administration. He followed up with the company and these fees were not to be added together, but each is for different functions so the total fee is lower in the 12% range. Riordan noted that Steve Robinson from SEH was present and asked if he would address this issue. Robinson said that the fee was 8-10% for design and 8-12% for construction and management and the total fee could be 16-22%. Messer said that was not his understanding when he talked to Alec Boyce. Robinson said there may have been some confusion on the matter.

Motion by Ray, seconded by Kruse, to engage Wenck Associates, Incorporated as the engineering firm for the 2009\10 Street Project. Motion carried 4-1 (Messer).

Messer said that he wanted to note some engineering issues with the last street project done by Wenck. These included the following:

- Blue top was too high on 4th Avenue so it had to be re-done
- Sidewalk and entrances to businesses on 4th Avenue would have been like a washboard had the City Street Superintendent not suggested a better solution.
- On 16th Street the blue top was too low.
- Paving through the 8th Street intersection was decided upon and then changed by a representative of the engineering firm so the contractor had to come back to town.
- The paving on 4th Avenue by the Theatre is rough.
- The soil on the south end of 4th Avenue was found to be different than what was expected, so the engineer decided to mix it together

with other soil and re-use it. This failed a compaction test, so the bad soil was removed and replaced with different material. This delay and re-do of the soil cost the Windom taxpayers an additional \$14,000.

- Wenck's sales pitch is we can do better. They have not shown it.
- Other Council members have indicated that the engineers needed to be watched better, so he wondered who was going to be hired to watch over them.

9. Regular Bills:

Motion by Fast, seconded by Ray, to approve the Regular Bills. Motion carried 5 – 0.

10. Unfinished Business:

None.

11. New Business:

Nasby said that the Fire Department had gotten the \$20,000 Remick Foundation grant and would be proceeding with getting new "Jaws of Life" equipment.

12. Council Concerns:

Ray thanked the Department Heads and all of the employees for doing a great job.

13. Adjourn:

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

Meeting adjourned at 8:00 p.m.

Tom Riordan, Mayor

Attest: _____
Steve Nasby, City Administrator

Windom Library Board Meeting

Windom Library

June 10, 2008

5:05 p.m.

1. Call to order: The meeting was called to order by Joan Hunter at 5:05 p.m..

2. Roll Call: Members Present: John Duscher, Kathy Hiley,
Anita Winkel and Mary Erickson.

Members Absent: Freddie Hoppert, Charles Reid and Jan Johnson

Library Staff Present: Joan Hunter and Dawn Aamot

City Council Member Present: Jo Ann Ray

3. Agenda and Minutes:

Motion by Anita Winkel, seconded by Mary Erickson to approve the Agenda and Minutes.

4. Financial Report:

Joan informed the board that she received a bill from Kato Roofing. She contacted them because she thought that there was a discrepancy between what the roof job had been bid at and the total amount of the bills submitted. There was an error and past payment to Kato Roofing was deducted from the current bill. The company has completed work on the roof and installed the missing "scooper". The bathroom and basement remained dry during a recent downpour.

Motion by Anita Winkel seconded by Mary Erickson to approve the Financial Report.

5. Librarians Report:

Joan reported that the library staff has received position description questionnaires, PDQ's. Joan, Dawn and Rosie will fill them out. The information sought is in regards to what each of them does on the job and the time each task takes with all tasks totaling 100%. The questionnaires are due on June 20. They will be presented to the City Council in September.

The computer that is dedicated to the law library has gone kaput. The Friends of the Library have offered to pay for any computers needed. Joan and Dawn will be ordering 2 new computers in the near future.

Dawn informed the board that the summer reading program, "What's Cooking at Your Library", began this week. Children in Kindergarten through 5th grade are registering this week. They receive a log where they will record time spent reading each day and the logs can be submitted each week for prizes. New this year is a "Beach Bag" contest for teens, 13 and older. Dawn has selected 20 titles for them to choose from. They are to read the book and submit a book review that will be entered into the Beach Bag for prize drawings. Dawn will be starting "Lunch Bunch" soon. "Family Food Fights" on Monday nights will start on June 30.

Motion by John Duscher and seconded by Anita Winkel to approve the librarian's report.

6. Old Business:

Anita Winkel shared with the Board her frustrations with the Plum Creek website. Although some changes have been made, it is still very difficult to navigate and needed information such as what books the library has to offer are missing. Joan will pass this on to Plum Creek.

7. New Business:

None

8. New Book Suggestions

The board presented their suggestions.

9. Adjourn:

Motion by Anita Winkel, seconded by John Duscher to adjourn.

Meeting adjourned at 5:27 p.m..

Respectfully submitted,

Kathy Hiley, recording secretary

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
JUNE 11, 2008

1. Call to Order: The meeting was called to order by President Erickson at 12:03 p.m.
2. Roll Call & Guest Introductions:
EDAWN Commissioners: Juhl Erickson, Trevor Slette, Nestor Palm, and Bob Messer.
Absent: Kirby Kruse.

Also Present: EDA Staff – Aaron Backman, Executive Director, and Mary Hensen, Adm. Asst.; and Steve Nasby, City Administrator.
3. Approval of Minutes:
Motion by Commissioner Messer, seconded by Commissioner Slette, to approve the Minutes of the Special EDA Meeting held on May 27, 2008. Motion carried 4-0.
4. Round 3A – SCDP Commercial Rehab – Status Report: Round 3A is the commercial rehab program for 2007-2008 which utilizes program income received from previous SCDP commercial loan repayments. Five projects have been approved and one project has been completed. Two additional projects are in the bidding stage and one application has been withdrawn by the owners who have decided not to utilize this funding program for their project.
5. Winners Group (United Packaging) – Project Status: Director Backman updated the Board concerning this proposed project. On March 10, 2008, the EDA Board had approved Winners Group's application for a loan in the 2008 Commercial Rehab Program. In April, the owners decided to delay the project. The owners have requested an extension of time concerning this project.

Motion by Commissioner Messer, seconded by Commissioner Palm, to grant a six-month extension of the EDA's commitment to Winners Group concerning the commercial rehab application approved by the EDA Board on March 10, 2008. Motion carried 4-0.
6. Round 4 – SCDP Application Update: Round 4 is the proposed 2008 SCDP Application covering owner-occupied and rental housing. The EDA Board had approved a proposed target area at its meeting on May 12, 2008. Director Backman advised that additional information has come to the EDA's attention concerning the actual project area for Round 3 and the location of homes that were benefited. Information was provided to the Board concerning the location of those homes approved for projects in Round 3 and also a proposed revised target area for Round 4.

Motion by Commissioner Messer, seconded by Commissioner Slette, to approve the revised target area for Round 4 (2008 SCDP Grant Application) and to include a provision for rehab of multi-family residential property in this grant application. Motion carried 4-0.
7. Sykora Addition – Infrastructure Update: Director Backman and City Administrator Nasby updated the Board concerning the status of the project to install sanitary sewer infrastructure to the Sykora Addition. Two of three households have signed the necessary documents for the project.

8. Magnolia Wood Creations
 - A. Project Update: Director Backman advised that Kevin Frodermann has been working on floor plans for Magnolia's portion of the building and also plans for proposed tenant improvements. He is in the process of obtaining bids from area contractors and assembling pro forma information. The anticipated closing date is on or before August 1, 2008.
9. North Windom Industrial Park Signage: Director Backman reported that the electrician had been working on the lighting for the North Windom Industrial Park sign. Commissioner Messer mentioned that the lights are now on at night. Backman also advised that the billboard advertising the North Windom Industrial Park has been installed near Madelia.
10. WECC Update: Director Backman updated the Board concerning the meetings and other current activities regarding WECC (Windom Education and Collaborative Center) and also proposed next steps for the Committee. President Erickson commended Director Backman concerning his work on this project.

Director Backman reported that an Asset-Mapping Meeting has been scheduled for June 23, 2008, at 5:00 p.m. at the United Methodist Church. Director Backman advised that the purpose of the meeting is to assess the assets, attributes and advantages of Windom. After the list of assets has been compiled, the assets will be ranked and strategies to build on the assets will be developed.

11. Prospect Update: Director Backman updated the Board concerning previous prospect contacts.
12. New Business
 - A. Business Visits Report: Director Backman updated the Board concerning business visits, area contacts, meetings and events since the May meeting. In addition, he provided specifics concerning the Defense Industry Roundtable which he attended at the 3M Innovation Center in Maplewood on June 9th.
13. Miscellaneous Information:
 - A. River Bluff Townhomes – Monthly Financial Report: The Board received a copy of the financial report provided by Van Binsbergen & Associates for the period ending April 30, 2008.
14. Adjourn: On motion, President Erickson adjourned the meeting at 1:05 p.m.

Nestor Palm, Secretary

Attest: _____
Aaron Backman, Executive Director



Wenck Associates, Inc.
1800 Pioneer Creek Ctr.
P.O. Box 249
Maple Plain, MN 55359-0249

(763) 479-4200
Fax (763) 479-4242
E-mail: wenckmp@wenck.com

June 4, 2008

The Honorable Mayor Tom Riordan and Council Members
City of Windom
444 9th Street
P.O. Box 38
Windom, MN 56101-0038

Dear Mr. Mayor and Council Members:

On behalf of the 110 employee owners of Wenck, thank you for the opportunity to serve and support the City of Windom on your next street reconstruction project. I want you to know that I understand and fully appreciate the gravity of concerns and comments raised by staff and Council members with regard to achieving a successful project. I understand what is at stake for all parties and am committed to making changes in our project delivery to ensure a successful project for you.

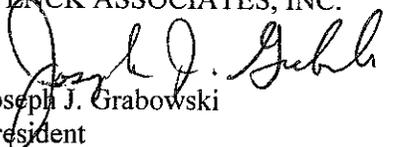
The Wenck project staff will soon be sitting down with Windom staff and the street committee to establish a clear approach and expectations for all elements of this project including:

- Public input, requirements, and opportunities
- Design specifications for key project elements
- Construction observation, oversight, and management of field changes
- Documentation and closeout
- Construction and engineering contract financial management
- Lines of communication with all project stakeholders
- Project milestones and timeline

As always, please feel free at anytime to contact me directly if you ever have any questions or concerns. We sincerely appreciate your business. Thank you.

Best Regards,

WENCK ASSOCIATES, INC.


Joseph J. Grabowski
President

cc: Steve Nasby
Bruce Caldwell
Craig Mueller
Vince Vander Top
Dennis Johnson

Minnesota Lawful Gambling

LG220 Application for Exempt Permit

Fee \$50

For Board Use Only

Fee Paid _____

Check No. _____

Organization Information

Organization name St. Francis Xavier Church Previous lawful gambling exemption number 17001

Street (mailing address) <u>548 17th St.</u>	City <u>Windom</u>	State/zip code <u>MN 56101</u>	County <u>Cottonwood</u>
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Name of chief executive officer (CEO)		Daytime phone number of CEO Include area code <u>(507) 831-3300</u>
First name <u>Andrew</u>	Last name <u>Olsem</u>	

Name of treasurer		Daytime phone number of treasurer. Include area code <u>(507) 831-3300</u>
First name <u>Marlene</u>	Last name <u>Staloch</u>	

Type of Nonprofit Organization

Check the item that best describes your organization:
 Fraternal Religious
 Veteran Other nonprofit organization

Check the item that indicates the type of proof your organization attached to this application:
 IRS letter indicating income tax exempt status (501(c) letter designation)
 Certificate of Good Standing from the Minnesota Secretary of State's Office (must be current)
 A charter showing you are an affiliate of a parent nonprofit organization
 Proof previously submitted and on file with the Gambling Control Board

on file Catholic Directory

Gambling Premises Information

Name of premises where gambling activity will be conducted (for raffles, list the site where the drawing will take place)
St. Francis Xavier Church Education Wing

Address (do not use PO box) <u>532 17th St.</u>	City <u>Windom</u>	State/zip code <u>MN 56101</u>	County <u>Cottonwood</u>
--	-----------------------	-----------------------------------	-----------------------------

Date(s) of activity (for raffles, indicate the date of the drawing)
September 14, 2008

Check the item(s) that indicate the type of gambling activity your organization will be conducting:
 *Bingo Raffles (cash prizes may not exceed \$12,000) *Paddlewheels *Pull-tabs *Tipboards

*Equipment for these activities must be obtained from a licensed distributor.

This form will be made available in alternative format (i.e. large print, Braille) upon request. The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your qualifications to be involved in lawful gambling activities in Minnesota. You have the right to refuse to supply the information requested; however, if you refuse to supply this information, the Board may not be able to determine your qualifications and, as a consequence, may refuse to issue you a permit. If you supply the information requested, the Board will be able to process your application. Your name and and your organization's

name and address will be public information when received by the Board. All the other information that you provide will be private data about you until the Board issues your permit. When the Board issues your permit, all of the information that you have provided to the Board in the process of applying for your permit will become public. If the Board does not issue you a permit, all the information you have provided in the process of applying for a permit remains private, with the exception of your name and your organization's name and address which will remain public. Private data about you are available only to the following: Board members, staff of the

Board whose work assignment requires that they have access to the information; the Minnesota Department of Public Safety; the Minnesota Attorney General; the Minnesota Commissioners of Administration, Finance, and Revenue; the Minnesota Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies that are specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this Notice was given; and anyone with your consent.

LG220 Application for Exempt Permit

Organization Name St. Francis Xavier Church

Local Unit of Government Acknowledgment

If the gambling premises is within city limits, the city must sign this application.

On behalf of the city, I acknowledge this application.

Check the action that the city is taking on this application.

The city approves the application with no waiting period.

The city approves the application with a 30 day waiting period, and allows the Board to issue a permit after 30 days (60 days for a first class city).

The city denies the application.

Print name of city _____

(Signature of city personnel receiving application) _____

Title _____

Date ____/____/____

If the gambling premises is located in a township, both the county and township must sign this application.

On behalf of the county, I acknowledge this application.

Check the action that the county is taking on this application.

The county approves the application with no waiting period.

The county approves the application with a 30 day waiting period, and allows the Board to issue a permit after 30 days.

The county denies the application.

Print name of county _____

(Signature of county personnel receiving application) _____

Title _____

Date ____/____/____

TOWNSHIP: On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. [A township has no statutory authority to approve or deny an application (Minn. Stat. sec. 349.213, subd. 2).]

Print name of township _____

(Signature of township official acknowledging application) _____

Title _____

Date ____/____/____

Chief Executive Officer's Signature

The information provided in this application is complete and accurate to the best of my knowledge.

Chief executive officer's signature Rev. Andrew D. Olsem

Name (please print) Rev. Andrew D. Olsem Date 6 / 4 / 08

Mail Application and Attachments

At least 45 days prior to your scheduled activity date send: *or when you want to print tickets for raffle*

- the completed application,
- a copy of your proof of nonprofit status, and
- a check for \$50. Make check payable to "State of Minnesota".

Application fees are not prorated, refundable, or transferable.

Send to: Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

RESOLUTION #2008-

INTRODUCED:

SECONDED:

VOTED: Aye:

 Nay:

 Absent:

RESOLUTION APPROVING CONTINUATION OF PARTICIPATION IN THE BSP2 PROJECT

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

Section 1: It was previously determined that it was in the best interest of the City to enter into the Power Sales Agreement with the Central Minnesota Municipal Power Agency (hereinafter "CMMPA") and authorize the City's participation in the following project:

Big Stone City Power Plant No. 2 (BSP2) under the auspices of the Ottertail Power Company.

Section 2: The City previously approved the Power Sales Agreement with the Central Minnesota Municipal Power Agency and its participation in the project identified above and the financing thereof, if any.

Section 3: The City hereby approves Amendment No. 1 to the Power Sales Agreement and continuation of its participation in the BSP2 Project for a total of 3.5 megawatts (MW).

Section 4: The Resolution of the Windom Utility Commission approving Amendment No. 1 to the BSP2 Power Sales Agreement and amended schedules, attached thereto as Exhibit "A", are hereby approved and appended hereto.

Section 5: Amendment No. 1 to the BSP2 Power Sales Agreement and all pertinent schedules are hereby approved and the City shall continue its participation in the project for a total of 3.5 MW. The Mayor is hereby authorized and directed to execute such Amendment No. 1 to the BSP2 Power Sales Agreement and the Amended Attachments and such other documents as may reasonably be required for and on behalf of the City, the same to be exclusively evidenced by such execution, and the City Administrator is hereby authorized and directed to affix thereon the seal of the City and to attest thereto.

Adopted by the Council this 17th day of June, 2008.

Tom Riordan, Mayor

Attest: _____
Steven Nasby, City Administrator

CERTIFICATE

I, Steve Nasby, the City Administrator of the City of Windom, do hereby certify that attached hereto is a true and correct copy of a supplemental resolution (other than the exhibits thereto) duly adopted by the City Council at a meeting duly held on the 17th day of June, 2008, notice of such meeting having been given in accordance with law and at which meeting a quorum was present and acting throughout.

I also do hereby certify that such supplemental resolution has not been amended in any way from the date of such adoption to the date hereof.

IN WITNESS WHEREOF I have hereunto set my hand this ____ day of June, 2008.

City Administrator

MEMORANDUM FROM:

Windom Electric Utility Department

TO:

Mayor and Windom Council

RE: City of Windom/CMMPA BSPII Power Sales Agreement

Mayor and Council,

The attached agreement between the City of Windom and the Central Minnesota Municipal Power Agency (CMMPA) requires your approval.

The purpose of this amendment is to bring up-to-date each participant's subscription allocations, account for the reduction in plant size due to GRE and SMMPA leaving the project and update each participant's ownership percentage, as this project is in front of the MN Public Utilities Commission presently.

The City of Windom's subscription amount to the Project remains unchanged at 3.5 MWs but overall CMMPA commitment to the Project has increased dramatically.

All participating cities need up-to-date Resolutions according to Bond Council and Mike Gavin (CMMPA Attorney). The Resolution will confirm our subscription amount and authorize the execution of Amendment 1.

Respectfully,

**Marv Grunig
Electric Utility Mgr.
1105 1st Ave.
Windom, MN. 56101
(507) 831-6151**

BSPII PROJECT
POWER SALES AGREEMENT
AMENDMENT NUMBER 1
BETWEEN
CENTRAL MINNESOTA MUNICIPAL POWER AGENCY
AND

Dated as of May 1, 2008

THIS AMENDMENT NUMBER 1 is executed by and between Central Minnesota Municipal Power Agency (“CMMPA”) and the undersigned city of the State of Minnesota or other State of the United States of America or other party as permitted by the Act, which has executed this Amendment Number 1 (the “Participant”).

WHEREAS, the parties entered into a BSPII Project Power Sales Agreement dated March 15, 2005 (the ”Agreement”); and

WHEREAS, it was contemplated in Section 202 of the Agreement that the amount of each Participant’s Initial Capacity Subscription and related Participant Entitlement Share might change prior to project completion and date of commercial operation and such adjusted amounts would be set forth in a revised Attachment 3; and

WHEREAS, in accordance with Section 202 of the Agreement, CMMPA distributed to the Participant a revision to certain of the Attachments to the Agreement on July 15, 2005 to reflect, among other things, a change in Project Capability (25 MW to 30 MW); and

WHEREAS, two of the BSPII Owners have withdrawn from BSPII and as a result the remaining five BSPII Owners are proceeding with the permitting process under this modified ownership structure based on a smaller project size, but with additional capacity being available to the remaining five BSPII Owners; and

WHEREAS, as a result of the two BSPII Owners withdrawing from BSPII, the remaining five BSPII Owners are incurring increased cost responsibility pursuant to the BSPII Ownership Agreement; and

WHEREAS, as a result of the modified BSPII ownership structure, a delay in the commercial operation date of BSPII, and other factors and industry conditions, the

estimated capital and operating costs for BSP II have increased and CMMPA has reflected these estimated increased costs in the modified Attachments referenced herein; and

WHEREAS, BSP II Owners anticipate entering into the Big Stone Transmission Owners Agreement setting forth the parties' obligations with respect to the interconnection and transmission upgrades to be made in connection with BSP II; and

WHEREAS, the amount of BSP II capacity available to CMMPA and the Participants is expected to increase; and

WHEREAS, it is currently anticipated that such increase will result in up to 57.9 MW being made available to CMMPA and the Participants; and

WHEREAS, CMMPA and the Participants desire to participate in such increase as soon as possible and to obligate themselves with respect to any such increase up to and including 57.9 MW, if available to CMMPA under the modified ownership structure; and

WHEREAS, certain Participants have elected to modify their revised Initial Capacity Subscription and related Participant Entitlement Share as a result of the modified ownership structure and other factors described above ("Adjusted Capacity Subscription" and related "Participant Entitlement Share", respectively); and

WHEREAS, CMMPA and the Participants desire to amend Attachments 1 through 8, inclusive, of the Agreement in the forms attached hereto to set forth the Adjusted Capacity Subscriptions and related Participant Entitlement Shares, reflect the delayed Date of Commercial Operation and additional estimated costs, and other matters.

NOW THEREFORE, the parties do hereby agree as follows:

1. The recitals hereinabove set forth are hereby made a part of this Amendment.
2. All terms used in this Amendment Number 1 and not otherwise defined herein, including Attachments 1 through 8 inclusive attached hereto, shall have the meaning given thereto in the Agreement.
3. That the amended Attachments 1 through 8 “inclusive” are hereby approved, ratified and confirmed.
4. Implementation of the Adjusted Capacity Subscriptions and related Participant Entitlement Shares included in Attachment 3 hereto or any further adjustment required and calculated pursuant to Attachment 3 hereto will be deferred until the BSPII Ownership (Participation) Agreement is appropriately amended and formally establishes CMMPA’s new BSPII Share. Subsequent to the implementation of such Adjusted Capacity Subscriptions and related Participant Entitlement Shares, no changes to the revised Initial Capacity Subscriptions and related Participant Entitlement Shares shall be made except as required by and in accordance with Sections 202 (subject to the provisions of Attachment 3) or 802 of the Agreement.
5. As soon as reasonably practical after: (i) the date of implementation of the modified ownership structure, (ii) the reallocation of costs incurred, net of

NOW THEREFORE, the parties do hereby agree as follows:

1. The recitals hereinabove set forth are hereby made a part of this Amendment.
2. All terms used in this Amendment Number 1 and not otherwise defined herein, including Attachments 1 through 8 inclusive attached hereto, shall have the meaning given thereto in the Agreement.
3. That the amended Attachments 1 through 8 “inclusive” are hereby approved, ratified and confirmed.
4. Implementation of the Adjusted Capacity Subscriptions and related Participant Entitlement Shares included in Attachment 3 hereto or any further adjustment required and calculated pursuant to Attachment 3 hereto will be deferred until the BSPII Ownership (Participation) Agreement is appropriately amended and formally establishes CMMPA’s new BSPII Share. Subsequent to the implementation of such Adjusted Capacity Subscriptions and related Participant Entitlement Shares, no changes to the revised Initial Capacity Subscriptions and related Participant Entitlement Shares shall be made except as required by and in accordance with Sections 202 (subject to the provisions of Attachment 3) or 802 of the Agreement.
5. As soon as reasonably practical after: (i) the date of implementation of the modified ownership structure, (ii) the reallocation of costs incurred, net of

any offsets, by and among the remaining five BSPH Owners (because of the withdrawal of the two BSPH Owners referred to in the recitals above); and (iii) the implementation of the Adjusted Capacity Subscriptions and related Participant Entitlement Shares described in the preceding paragraph, the CMMPA Board shall determine a true-up among the Participants of any additional costs, net of any offsets, due pursuant to this Amendment Number 1 and the Agreement as amended.

6. Except as modified by this Amendment Number 1, all provisions of the Agreement shall remain in full force and effect.
7. CMMPA as to its signatory and the Participant as to its signatory each hereby represents and warrants that the person executing this Amendment Number 1 on its respective behalf is duly authorized to do so, and that, by execution on the following page, such party is hereby duly and lawfully bound by this Amendment Number 1.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment
Number 1 as of the _____ day of _____, 2008.

CENTRAL MINNESOTA MUNICIPAL POWER AGENCY

By: _____

Title: President

By: _____

Title: Secretary

_____, **MINNESOTA**

By: _____

Title:

By: _____

Title:

_____, **MINNESOTA**

By: _____

Title:

And

By: _____

Title:

BSPII PROJECT POWER SALES AGREEMENT

ATTACHMENT 1 DESCRIPTION OF PROJECT

Project/Project Facilities

CMMPA and six other parties entered into the Big Stone II Power Plant Participation Agreement dated June 30, 2005 as subsequently amended and which agreement and amendments thereto are collectively referred to herein as the "BSPII Ownership Agreement", pursuant to which CMMPA will acquire an undivided ownership interest in Big Stone Plant II ("BSPII"), a 600 MW¹ coal-fired base load plant located adjacent to the Big Stone Plant I ("BSPI") facility near Milbank, South Dakota. At that time, the six other parties to the BSPII Ownership Agreement were Great River Energy, a cooperative corporation incorporated under the laws of Minnesota ("GRE"), Heartland Consumers Power District, a consumers power district formed and organized under the South Dakota Consumers Power District Law (Chapter 49-35 of the South Dakota Codified Laws) ("Heartland"), Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc., a corporation incorporated under the laws of the State of Delaware ("Montana-Dakota"), Otter Tail Corporation, a corporation incorporated under the laws of Minnesota, doing business as Otter Tail Power Company ("Otter Tail"), Southern Minnesota Municipal Power Agency, a municipal corporation and political subdivision of the State of Minnesota ("SMMPA"), and Western Minnesota Municipal Power Agency, a municipal corporation and political subdivision of the State of Minnesota ("WMMPA") (collectively, the "BSPII Owners").

In addition to the BSPII Ownership Agreement, the BSPII Owners entered into the Big Stone Unit II Power Plant Operating & Maintenance Services Agreement by and among the BSPII Owners and Otter Tail, as operator, on June 30, 2005 (the "Operating Agreement") and the Big Stone I and Big Stone II Joint Facilities Agreement by and among the BSPII Owners and the owners of BSPI, which are NorthWestern Corporation, Montana-Dakota Utilities, and Otter Tail, on June 30, 2005 (the "Shared Facilities Agreement"). The BSPII Ownership Agreement, Shared Facilities Agreement, and Operating Agreement are referred to collectively herein as the "BSPII Ownership, Operating and Shared Facilities Agreements".

The BSPII Ownership Agreement provides for CMMPA to acquire an undivided ownership interest of 5.0% of BSPII (CMMPA's "BSPII Share"), which is 30 MW based on a BSPII capacity rating of 600 MW¹.

As of May 1, 2008, two of the BSPII Owners (GRE and SMMPA) have withdrawn from BSPII. BSPII is proceeding through the Minnesota Transmission Certificate of Need permitting process with the remaining five BSPII Owners. All subsequent references made herein in this Attachment to "BSPII Owners" shall be to the remaining five BSPII Owners. Participation by any additional interested third parties in BSPII will be addressed by the BSPII Owners subsequent to the permitting process.

¹ Based on the initial estimate of the capacity rating for BSPII of 600 MW, which is subject to change. As of May 1, 2008, the BSPII Owners contemplate a nominal BSPII plant size of 500 MW to 580 MW.

BSPII PROJECT POWER SALES AGREEMENT

ATTACHMENT 1 DESCRIPTION OF PROJECT

Due to the departure of GRE and SMMPA from BSPII and the resulting increased capacity available to the BSPII Owners, CMMPA and certain other BSPII Owners expect to revise their respective shares of BSPII. CMMPA's total BSPII Share is expected to increase up to 57.9 MW as provided for in Attachment 3 hereto. CMMPA's actual BSPII Share will be determined by the BSPII Owners at the time the BSPII Owners decide whether to proceed with BSPII pursuant to the BSPII Ownership Agreement. The point of delivery to the Participants will occur at the high side of the step-up transformer at the BSPII site.

"Project Capability" means the amount of CMMPA's BSPII Share of net electric capacity and the amount of net energy, if any, which the Project is capable of producing at any particular time (including times when the Project is not operable or operating or the operation thereof is suspended, interrupted, interfered with, reduced or curtailed, in each case in whole or in part for any reason whatsoever), after subtracting Project station use and step-up losses, and shall be determined in accordance with the provisions of the applicable Project Agreement, and otherwise in accordance with Prudent Utility Practice.

The "Date of Commercial Operation" means the date upon which a Facility is first ready for normal continuous operation. As of May 1, 2008, the estimated Date of Commercial Operation for BSPII is June 1, 2013.

The Project is the BSPII Project, which is comprised of CMMPA's BSPII Share of BSPII, fuel stock, transmission facilities, if any, Capital Improvements, working capital, and any other Facilities determined by CMMPA to be part of the Project.

Transmission Facilities, Rights and Arrangements

The Project may include necessary transmission facilities, rights and arrangements that are required by CMMPA for providing power supply from its BSPII Share of BSPII to the Participants, which facilities may include metering and communication equipment, transmission upgrades that either reduce congestion costs that are attributable to the delivery of BSPII to the Participant's loads or enhance the deliverability of BSPII, and financial transmission rights that reduce congestion costs attributable to the delivery of BSPII to the Participant's loads (the "Project Transmission Facilities").

The Project Transmission Facilities may include facilities that are owned, co-owned, leased, or otherwise acquired by CMMPA for the BSPII Project. As of May 1, 2008, the BSPII Owners anticipate entering into the Big Stone Transmission Owners Agreement setting forth the parties obligations with respect to the interconnection and transmission upgrades to be made in connection with BSPII. In addition, certain BSPII Owners may be required to enter into other agreements, including interconnection and transmission agreements, to facilitate the interconnection of BSPII to the transmission system and delivery to the Participant's loads.

As of May 1, 2008, the estimated Costs for Project Transmission Facilities have been included in the estimated Cost of Acquisition and Construction of BSPII set forth on Attachment 2, and such estimates are subject to further revision in the event that, among other things, CMMPA determines that additional Project Transmission Facilities are

BSPII PROJECT POWER SALES AGREEMENT

ATTACHMENT 1 DESCRIPTION OF PROJECT

required for the BSPII Project or the BSPII Owners pursuant to the Big Stone Transmission Owners Agreement determine that additional transmission facilities are required. As of May 1, 2008, the BSPII Owners anticipate dividing BSPII and their current Ownership Agreement into separate projects and agreements for the generation and transmission portions of BSPII. If as a result of this separation or as otherwise required by CMMPA, CMMPA and the Participants enter into a separate agreement for the Project Transmission Facilities, then this Agreement may not include costs or obligations related thereto.

Capital Improvements

The Capital Improvements of the Project shall include those additions and improvements to the Facilities of the Project that are required for the purposes described in Section 102(k) of the Agreement.

Working Capital

Working Capital includes amounts required by CMMPA during construction of the Project, for placing the Project in operation and for providing power supply from its share of BSPII to the Participants.

BSPH PROJECT POWER SALES AGREEMENT

**ATTACHMENT 2
ESTIMATED COSTS OF ACQUISITION AND CONSTRUCTION**

The following estimate of the Costs of Acquisition and Construction of the Project was prepared by CMMPA as of May 1, 2008 based on a 500 MW BSPH plant size: [3]

Estimated Cost in Nominal \$(000)[1]	
Acquisition and Construction of the Facilities:	
Generating Facilities[2]	\$147,400
Transmission Facilities [2]	22,800
Working Capital and Development Costs	4,550
Fuel Stock and Other Inventory	2,000
Other Facilities	<u>0</u>
Subtotal	\$176,750
Interest Earnings	<u>(\$5,390)</u>
Net Deposit into Construction Fund	\$171,360
Other Acquisition and Construction Costs:	
If Bonds are Issued by CMMPA:	
a) Fund Deposits required under Bond Resolution for Capitalized Interest	37,620
b) Deposits for Debt Service Reserve Account on Bonds Issued	14,810
c) Accrued Interest on Bonds Issued	0
d) Payment of Bond Anticipation Notes	0
e) Costs of Issuance	1,830
Taxes and Payments in Lieu of Taxes	0
Costs for Claims	0
Termination Payments	0
Other Costs	<u>0</u>
Subtotal	\$54,260
Total Costs of Acquisition and Construction	\$225,620

[1] Cost estimates include estimated costs for generation and transmission facilities, but exclude any costs for other facilities. Estimates reflect preliminary costs for mercury removal, which are uncertain until more is known about regulations and emerging technologies. The estimates shown also do not include any costs associated with future facilities that may be required for carbon mitigation and/or removal. Cost estimates shown above are subject to revision for, among other things, changes to estimated BSPH Project Costs of Acquisition and Construction relating to the foregoing.

[2] The amount shown is an estimate of CMMPA's share of BSPH costs based on 57.9 MW and a 500 MW total plant size.

[3] Costs shown for the 500 MW plant size are illustrative. As of May 1, 2008, the BSPH Owners contemplate plant sizes ranging from a nominal 500 MW to 580 MW.

BSPII PROJECT POWER SALES AGREEMENT

ATTACHMENT 3 PARTICIPANTS AND PARTICIPANT ENTITLEMENT SHARES

As of May 1, 2008, there are thirteen Participants that have entered into Power Sales Agreements with CMMPA for the BSPII Project, of which twelve are currently members of CMMPA (all but the City of Willmar, MN). The Initial Capacity Subscriptions and related Participant Entitlement Shares were those set forth in Attachment 3 as in effect prior to the implementation of the changes provided for in Amendment Number 1. Among other things, the Initial Capacity Subscriptions provided for a minimum CMMPA BSPII Share of 30 MW.

Several of the Participants have subsequently decided to increase their respective revised Initial Capacity Subscriptions in the Project, while others have decided to maintain their revised Initial Capacity Subscriptions. The resulting adjusted capacity subscriptions are hereinafter referred to as "Adjusted Capacity Subscriptions". The total of all of the Adjusted Capacity Subscriptions shall be referred to herein as "CMMPA's Total Adjusted Capacity Subscription".

The Participants, the Adjusted Capacity Subscriptions, and the related Participant Entitlement Shares reflecting the implementation of Amendment Number 1 without any additional adjustments are set forth in the table below. Such table reflects the fact that upon implementation of the changes contained in Amendment Number 1, such changes will constitute the Participants, the Participant Entitlement Shares and the Adjusted Capacity Subscriptions for purposes of the Agreement unless and until changed in accordance with this Attachment 3 or section 802 of the Agreement.

Participant[1]	Participant Entitlement Share	Adjusted Capacity Subscription MW
1 Blue Earth, MN [2]	7.4266%	4.3
2 Delano, MN	11.7444%	6.8
3 Fairfax, MN [3]	0.5181%	0.3
4 Glencoe, MN [2]	5.8722%	3.4
5 Granite Falls, MN [3]	2.5907%	1.5
6 Janesville, MN	1.0363%	0.6
7 Kasson, MN [3]	4.1451%	2.4
8 Kenyon, MN	2.5907%	1.5
9 Mountain Lake, MN	1.7271%	1.0
10 Sleepy Eye, MN	2.5907%	1.5
11 Springfield, MN	1.8998%	1.1
12 Willmar, MN	51.8135%	30.0
13 Windom, MN	6.0449%	3.5
Total	100.0000%	57.9

[1] Unless otherwise noted, the Participant is a municipal electric utility governed by a statutory utility commission appointed by the city council, which council has the ultimate authority for utility decisions.

BSPH PROJECT POWER SALES AGREEMENT

ATTACHMENT 3 PARTICIPANTS AND PARTICIPANT ENTITLEMENT SHARES

[2] Participant is a municipal electric utility governed by a utility board or commission under a home rule charter or other authorization that gives the board or commission separate or exclusive authority to operate the utility and contract for power.

[3] Participant is a municipal electric utility governed directly by its city council.

The Participant Entitlement Share may be subject to further adjustment pursuant to the conditions set forth in the following four paragraphs.

1. The Participant Entitlement Share shown above is based on each Participant's Adjusted Capacity Subscription, as adjusted or confirmed as of May 1, 2008. Any further adjustments required to reduce CMMPA's Total Adjusted Capacity Subscription from the targeted 57.9 MW to any other value down to 30 MW (i.e., CMMPA's minimum Project Capability included in Attachment 3 dated June 2005) shall be pro rata among only those Participants who have increased their Initial Capacity Subscription (i.e. Blue Earth, Delano, Kasson, Mountain Lake, and Willmar), and such adjustments shall be calculated pro rata with respect to only the aggregate increase in the revised Initial Capacity Subscription (i.e. the 27.9 MW); not on the Adjusted Capacity Subscription itself. Implementation of the change in Entitlement Shares included in this Attachment 3 or any further adjustment required and calculated pursuant to this Attachment 3 will be deferred until the BSPH Ownership (Participation) Agreement is appropriately amended and formally establishes CMMPA's Total Adjusted Capacity Subscription (BSPH Share). Subsequent to the implementation of such change, no additional changes to Adjusted Capacity Subscriptions and related Participant Entitlement Shares shall be made except as required by and in accordance with this Attachment 3 or section 802 of the Agreement.
2. Any other decreases required as a result of CMMPA's minimum Project Capability of 30 MW, as included in Attachment 3 dated June, 2005, being reduced from 30 MW pursuant to Section 202 shall be on a pro rata basis, and such adjustments shall be calculated pro rata with respect to the Minimum Project Capability of 30 MW.
3. Any increases in CMMPA's Total Adjusted Capacity Subscription above the target of 57.9 MW shall result in each Participant's Adjusted Capacity Subscription and related Entitlement Share being increased on a pro rata basis, and such adjustments shall be calculated pro rata with respect to the Total Adjusted Capacity Subscription itself (57.9 MW).
4. The decreases pursuant to paragraph 2 above and the increases pursuant to paragraph 3 above shall not exceed 10% which is also the Section 202 Maximum Initial Adjustment Percentage.
5. The Participant Entitlement Share based on its Initial Capacity Subscription or its Adjusted Capacity Subscription, as appropriate, is subject to further adjustment pursuant to Section 802 – *Participant Default*, as set forth in this Agreement,

BSPII PROJECT POWER SALES AGREEMENT

ATTACHMENT 3

PARTICIPANTS AND PARTICIPANT ENTITLEMENT SHARES

provided that the increases resulting from any such adjustment pursuant to Section 802 will not exceed the Accumulated Maximum Step Up Percentage, which is thirty-five (35%) percent of the Participant's Entitlement Share prior to any such increases.

BSPH PROJECT POWER SALES AGREEMENT

**ATTACHMENT 4
PARTICIPANT CAPITAL OBLIGATION SHARES**

As of May 1, 2008, there have not been any Participant Capital Contributions for the BSPH Project and therefore the Participant Capital Obligation Shares for the BSPH Project are equal to the Participant Entitlement Shares set forth on Attachment 3.

In the event that a Participant Capital Contribution is made pursuant to Section 603 of this Agreement, the following is an illustration to show the development of the Participant Capital Obligation Share based on the Participant Entitlement Shares shown in Attachment 3 to Amendment Number 1 (without additional adjustment).

Development of Capital Obligation Share - ILLUSTRATION

Participant (a)	Participant Entitlement Share [1] (b)	Participant Capital Contribution[2] (c)	Capital Cost Paid/Financed by CMMPA [3] (d)	Participant Capital Obligation Share [4] (e)
1 Blue Earth, MN	7.4266%	0.00%	7.4266%	8.6869%
2 Delano, MN	11.7444%	10.00%	10.5699%	12.3636%
3 Fairfax, MN	0.5181%	20.00%	0.4145%	0.4848%
4 Glencoe, MN	5.8722%	30.00%	4.1105%	4.8081%
5 Granite Falls, MN	2.5907%	40.00%	1.5544%	1.8182%
6 Janesville, MN	1.0363%	50.00%	0.5181%	0.6061%
7 Kasson, MN	4.1451%	60.00%	1.6580%	1.9394%
8 Kenyon, MN	2.5907%	70.00%	0.7772%	0.9091%
9 Mountain Lake, MN	1.7271%	80.00%	0.3454%	0.4040%
10 Sleepy Eye, MN	2.5907%	90.00%	0.2591%	0.3030%
11 Springfield, MN	1.8998%	100.00%	0.0000%	0.0000%
12 Willmar, MN	51.8135%	0.00%	51.8135%	60.6061%
13 Windom, MN	6.0449%	0.00%	6.0449%	7.0707%
Total	100.0000%		85.4922%	100.0000%

[1] Entitlement Share per Attachment 3 to this Amendment Number 1 (without additional Adjustment).

[2] Illustration of hypothetical Participant Capital Contribution when permitted under Section 603.

[3] (1 – Column c) * Entitlement Share.

[4] Ratio to 100% based on Column d.

The Participant Capital Obligation Share is subject to adjustment if the Participant's Entitlement Share is adjusted. See Attachment 3.

BSPII PROJECT POWER SALES AGREEMENT

ATTACHMENT 5 MONTHLY PROJECT COSTS

“Monthly Project Costs” shall mean all of CMMPA's costs, to the extent not included in the Costs of Acquisition and Construction, resulting from the ownership, participation, operation, maintenance and termination of, and necessary repairs, renewals, replacements and additions to, the Project, including, but not limited to, the following items of cost that are paid or incurred by CMMPA during each month of each Contract Year in connection with the Project, which items of costs are set forth under the following two categories, Capital Related Costs and Other Project Costs:

1. Capital Related Costs, which will be paid by the Participant based on the Participant's Capital Obligation Share, include items of costs for which CMMPA may permit a Capital Contribution by the Participant pursuant to Section 603 of this Agreement, and any cost or credit that is related to each such item and properly allocable among the Participants based on Capital Obligation Shares. The Capital Obligation Share will be developed for each item of Capital Related Costs at the time that CMMPA determines whether a Capital Contribution is permissible pursuant to Section 603 of this Agreement. If Capital Contributions are not permitted by CMMPA or if no Participant elects to make a Capital Contribution when permitted by CMMPA, the Capital Obligation Share for such item of cost will be set equal to the Participant Entitlement Share. In the event that prepayment does not reduce the amount of an item of Capital Related Costs that CMMPA is required to pay, the Participant Capital Obligation Share for such item of Capital Related Costs will be set equal to the Participant Entitlement Share. Items of Capital Related Costs may include, but are not limited to, the following:
 - a. Debt Service amounts that CMMPA is required to pay on Bonds issued to finance or refinance all or a part of the Project, including any portion for Additional Project Costs, and any regularly scheduled payments required to be made on any swaps or other similar arrangements relating to the Bonds;
 - b. Certain amounts that may be required for coverage on Debt Service amounts in item (a) above, reserves on Bonds issued to finance or refinance all or a part of the Project, and financing-related costs;
 - c. Certain amounts that CMMPA is required under the Bond Resolution to pay or deposit into any fund or account established by the Bond Resolution, including any reserve requirements for the Bonds;
 - d. Amounts paid by CMMPA pursuant to the BSPII Ownership (Participation), Operating, and Shared Facilities Agreements, and the Big Stone Transmission Owners Agreement that are determined by CMMPA to be Capital Related Costs; and
 - e. Such other items of Capital Related Costs as may be determined by CMMPA.

BSPII PROJECT POWER SALES AGREEMENT

ATTACHMENT 5 MONTHLY PROJECT COSTS

2. Other Project Costs, which will be paid by the Participant based on the Participant's Entitlement Share or upon rates and charges established by CMMPA, include all Monthly Project Costs other than Capital Related Costs. Items of Other Project Costs include, but are not limited to:
- a. the following Fixed Costs of the Project:
 - i. Amounts that CMMPA is required to pay for taxes or payments in lieu thereof for the Project;
 - ii. Amounts required for renewals and replacements, or payment or deposit of such amounts into any reserve fund or account;
 - iii. Amounts for payment or deposit into any fund or account outside the pledge of the Bond Resolution attributable to costs or reserves of the Project;
 - iv. Amounts set aside by CMMPA for the retirement from service, disposal, decommissioning, or termination of the Facilities of the Project;
 - v. Amounts relating to injury and damage claims arising from the ownership, participation, operation, maintenance, repairs, renewals, replacements, termination, or administration of the Project;
 - vi. Amounts relating to payments for insurance required pursuant to Section 208 of this Agreement, including contributions to a self-insurance reserve fund;
 - vii. Amounts paid by CMMPA pursuant to the BSPII Ownership (Participation), Operating, and Shared Facilities Agreements, and the Big Stone Transmission Owners Agreement that are related to the fixed costs of CMMPA's BSPII Share and are determined by CMMPA to be an item of Other Project Costs; and
 - viii. Such other fixed costs as may be determined by CMMPA.
 - b. the following Variable Costs of the Project:
 - i. All costs of producing and delivering electric power and energy from the Project to the Participants including but not limited to (1) fuel costs and other ordinary operating and maintenance costs and provisions for reserves therefore, administrative and general costs, insurance and overhead costs and any charges payable by CMMPA in connection

BSPII PROJECT POWER SALES AGREEMENT

ATTACHMENT 5 MONTHLY PROJECT COSTS

with the output of the Project; (2) working capital reasonably required for operation of the Project; and (3) a share, determined by CMMPA to be allocable to the Project, of all operation and maintenance costs related to the operation and conducting of the business of CMMPA, including salaries, fees for legal, engineering, and other services and all other expenses properly related to the conduct of the affairs of CMMPA;

- ii. Amounts required to pay the cost of or to provide reserves for (1) extraordinary operating and maintenance costs including the costs of scheduled, emergency or other interchange service and the prevention or correction of any unusual loss or damage to keep the Facilities of the Project in good operating condition or to prevent a loss of revenues therefrom; (2) any major renewals, replacements, repairs, additions, betterments, and improvements necessary, in the opinion of CMMPA, to keep the Facilities of the Project in good operating condition or to prevent a loss of revenues therefrom; (3) any major renewals, replacements, repairs, additions, betterments, improvements, repairs or modifications to any such Facility, or any retirements or disposals of any such Facility, required by any governmental agency having jurisdiction over the Project or for which CMMPA shall be responsible by virtue of any obligation of CMMPA arising out of any contract to which CMMPA may be a party relating to ownership of or participation in the Project or any Facility thereof to the extent that CMMPA is not reimbursed therefor from the proceeds of insurance or funds for such payments are not available to CMMPA therefor from any funds or accounts established by CMMPA, or funds for such payment are not provided or to be provided by the issuance of Bonds;
- iii. Amounts to be paid into a study and development fund for the Project or an Additional Project;
- iv. Amounts paid by CMMPA pursuant to the BSPII Ownership (Participation), Operating and Share Facilities Agreements, and the Big Stone Transmission Owners Agreement that are related to the variable costs of CMMPA's BSPII Share and are determined by CMMPA to be an item of Other Power Costs;
- v. Amounts to be paid for any scheduled or termination payments under swap or other similar arrangements that CMMPA may enter into relating to the Project; and
- vi. Such other variable costs of the Project as may be determined by CMMPA.

BSPH PROJECT POWER SALES AGREEMENT

ATTACHMENT 6 PAYMENT OF MONTHLY PROJECT COSTS

The following is an illustrative format of a Billing Statement that sets forth the Monthly Project Costs to be paid by the Participant.

Participant Billing – ILLUSTRATION

No Prepayment	FOR ATTACHMENT 6 PARTICIPANT BILLING EXAMPLE	
	<u>TOTAL PROJECT</u>	<u>Participant Share</u>
PROJECT SHARES		
1	Project Entitlement Share	100.0000%
2	Capital Obligation Share	100.0000%
3	Project Capacity - MW	57.9
4	Project Energy - MWh	37,195
Capital Related Costs		
5	Net Debt Service	1,193,517
6	Coverage/Reserves	119,352
7	Other	-
8	Total Capital Related Costs	<u>2,212,868</u>
Other Power Costs		
9	Fixed O&M	179,240
10	Non-fuel Variable O&M	69,791
11	Fuel	558,815
12	R&R Requirements	71,402
13	Agency A&G	55,792
14	Other	-
15	Total Other Power Costs	<u>935,041</u>
16	TOTAL MONTHLY POWER COSTS	<u>2,247,909</u>
17	Average Mills/kWh	<u>60.4</u>

Amounts shown are for illustration purposes only, and do not include all potential costs for the BSPH Project.

Estimates include costs for transmission facilities that may be required for the BSPH Project.

Estimates include mercury removal costs and purchase of additional NOx and SOx allowances.

Such amounts are preliminary and, as more becomes known about regulations and emerging technologies, such cost estimates will be revised accordingly.

Impacts of potential carbon legislation are not included at this time until more is known about resultant costs.

Total average estimate of 60.4 mills/kWh reflects bus bar cost of 49.5 mills/kWh plus 4.3 mills/kWh for estimated transmission related costs and 6.6 mills/kWh estimated for Coverage/Reserves, R&R Requirements, and Agency A&G (lines 6, 12, and 13).

BSPH PROJECT POWER SALES AGREEMENT

**ATTACHMENT 7
PROJECT AGREEMENTS**

CMMPA has adopted an Agency Agreement and has entered into, or will enter into, a number of agreements that pertain to the BSPH Project and arrangements for providing power supply to the Participants from CMMPA's BSPH Share of BSPH. Such Project Agreements, which are subject to change from time to time during the Term of this Agreement, are:

Agreement	Date Executed
Third Restated Agency Agreement, Central Minnesota Municipal Power Agency	5/24/06
PARTICIPATION AGREEMENT [the BSPH Ownership Agreement] by and among Central Minnesota Municipal Power Agency, an agency incorporated under the laws of Minnesota ("CMMPA"), Great River Energy, a cooperative corporation incorporated under the laws of Minnesota ("GRE"), Heartland Consumers Power District, a consumers power district formed and organized under the South Dakota Consumers Power District Law (Chapter 49-35 of the South Dakota Codified Laws) ("Heartland"), Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc., a corporation incorporated under the laws of the State of Delaware ("Montana-Dakota"), Otter Tail Corporation, a corporation incorporated under the laws of Minnesota, doing business as Otter Tail Power Company ("Otter Tail"), Southern Minnesota Municipal Power Agency, a municipal corporation and political subdivision of the State of Minnesota ("SMMPA"), and Western Minnesota Municipal Power Agency, a municipal corporation and political subdivision of the State of Minnesota ("WMMPA") (collectively, the "BSPH Owners")	6/30/05, as Amended
Big Stone II Operating & Maintenance Services Agreement by and among the BSPH Owners and Otter Tail	6/30/05
Big Stone I and Big Stone II 2005 Joint Facilities Agreement by and among the BSPH Owners and North Western Corporation	6/30/05, as Amended
Big Stone II Power Plant Interconnection and Transmission Upgrade Allocation Agreement by and among the BSPH Owners	6/30/05
Big Stone Transmission Owners Agreement – Among the BSPH Owners	To be developed
BSPH Project Transmission Agreement – CMMPA & Participant	To be developed
Big Stone Large Generator Interconnection Agreement	To be developed
Additional Services Agreement and Market Participant Agreement between Central Minnesota Municipal Power Agency and the Participants	To be developed

BSPPII PROJECT POWER SALES AGREEMENT

**ATTACHMENT 7
PROJECT AGREEMENTS**

Agreement	Date Executed
MISO Transmission Owner Agreement between Central Minnesota Municipal Power Agency and the Participants and others	To be developed
BSPII Project Power Sales Agreement between Central Minnesota Municipal Power Agency and the following Participants:	Dated 3/15/05
<ol style="list-style-type: none">1. Blue Earth, MN2. Delano, MN3. Fairfax, MN4. Glencoe, MN5. Granite Falls, MN6. Janesville, MN7. Kasson, MN8. Kenyon, MN9. Mountain Lake, MN10. Sleepy Eye, MN11. Springfield, MN12. Willmar, MN13. Windom, MN	
BSPII Project Power Sales Agreement, Amendment Number 1	5/1/08

BSPH PROJECT POWER SALES AGREEMENT

ATTACHMENT 8 PARTICIPANT OPINION

In accordance with Section 301 of this Agreement, the Participant shall furnish CMMPA with an opinion by an attorney or firm of attorneys to the effect that:

- (a) **Valid Existence.** The Participant is a municipal corporation or other eligible person or entity duly created and validly existing pursuant to the Constitution and Statutes of the State of Minnesota or other State of the United States, or is otherwise organized and authorized as a Participant.
- (b) **Performance.** The Participant has full legal right and authority to enter into this Agreement and to carry out its obligations hereunder.
- (c) **Organization, Grant of Authority.** The Participant is a (Home rule Charter City, Statutory City, Other – Please Describe). The Participant (has or has not) established a Public Utility Commission (pursuant to Minnesota Statutes §412.331 or pursuant to a home rule charter provision). If established, the Participant's utility commission (does or does not) have the authority to purchase electrical energy and electrical capacity and to enter into contracts for that purpose. (If any restrictions exist on the utility commission's authority, please set those out in detail.) If Participant has a utility commission, please describe in detail its formal name, governance and who has the authority (including the utility manager, if any) to bind the utility commission. If the utility manager has binding authority, please describe the limitations, if any, on his authority.
- (d) **Rates and Charges.** The Participant has full legal right and authority to fix, impose and collect rates and charges, and such rates and charges are not subject to the regulatory jurisdiction of any State government, local government (other than that of the Participant), or regulatory authority.
- (e) **Ownership of Electric Distribution System.** The Participant has legal title to and the beneficial interest in and is beneficially possessed of the electric utility system or integrated utility system such Participant owns, maintains, and operates.
- (f) **Authorization, Execution.** At meetings duly called and held at which quorums were present and acting throughout, the governing body of the Participant duly approved this Agreement and its execution and delivery on behalf of the Participant, this Agreement has been duly authorized, executed and delivered by the appropriate officers of the Participant, and assuming that CMMPA has all the requisite power and authority to execute and deliver, and has duly authorized, executed and delivered, this Agreement, this Agreement constitutes the legal, valid and binding obligation of the Participant in accordance with its terms subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally. No opinion need be rendered as to the availability of any particular remedy.
- (g) **No Violation, Etc.** The execution and delivery of this Agreement by the Participant, the performance by the Participant of its obligations hereunder and the consummation

BSPII PROJECT POWER SALES AGREEMENT

ATTACHMENT 8 PARTICIPANT OPINION

of the transactions contemplated herein do not and will not contravene any provision of the Charter or Certificate of Incorporation or any other organizational document of the Participant and any amendment thereto under which the Participant is organized and presently operating or any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or administrative agency having jurisdiction over the Participant or its property or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, indenture, mortgage, deed of trust or other agreement to which the Participant is a party or by which it or its property is bound.

- (h) **Approvals.** All approvals, consents or authorizations of, or registrations or filings with, any governmental or public agency, authority or person required on the part of the Participant in connection with the execution, delivery and performance of this Agreement have been obtained or made.
- (i) **Litigation.** To the knowledge of such attorney or firm of attorneys after due inquiry, there is no litigation or other proceedings pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Participant or the validity, legality or enforceability of this Agreement.

RESOLUTION NO. 2008-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

RESOLUTION APPROVING APPOINTMENT OF REPRESENTATIVES TO THE CENTRAL MINNESOTA MUNICIPAL POWER AGENCY (CMMPA) AND UTILITIES PLUS (UP) BOARD OF DIRECTORS

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

Section 1: Marv Grunig is hereby appointed as the City of Windom's representative on the Central Minnesota Municipal Power Agency's (CMMPA) and Utilities Plus (UP) Board of Directors.

Section 2: Steve Nasby is hereby appointed as the City of Windom's alternate representative on the Central Minnesota Municipal Power Agency's (CMMPA) and Utilities Plus (UP) Board of Directors.

Adopted by the Windom City Council this 17th day of June, 2008.

Tom Riordan, Mayor

Attest:

Steve Nasby, City Administrator

CERTIFICATE

I, Steven Nasby, the City Administrator of the City of Windom, do hereby certify that attached hereto is a true and correct copy of the Resolution approving the Appointment which was duly adopted by the Council at a meeting duly held on the 17th day of June, 2008; notice of such meeting having been given in accordance with law and at which meeting a quorum was present and acting throughout.

I also do hereby certify that such resolution has not been amended in any way from the date of such adoption to the date hereof.

IN WITNESS WHEREOF I have hereunto set my hand this _____ day of _____, 2008.

**CITY OF WINDOM
MINNESOTA**

Steve Nasby, City Administrator

MEMORANDUM FROM:

Windom Electric Utility Department

TO:

Mayor and Windom Council

**RE: City of Windom representative to the Central Minnesota
Municipal Power Agency**

Mayor and Council,

A resolution to update the appointed representative and an alternate representative to the Central Minnesota Municipal Power Agency/Utilities Plus and their Board of Directors is contained in the City Council Packet.

At a recent CMMPA/UP Board meeting, the thought was that an updated record was needed as part of the renewed contractual agreements between member Utilities and CMMPA/UP.

This Utility Commission recommended resolution would confirm Electric Utility Mgr., Marv Grunig as the representative, with Steve Nasby; City Administrator, as the alternate.

Respectfully,

**Marv Grunig
Electric Utility Mgr.
1105 1st Ave.
Windom, MN. 56101
(507) 831-6151**



City of Windom Staff Report

To: Mayor and Windom City Council
From: Aaron Backman, EDA Executive Director
Date: June 12, 2008
Council Meeting Date: June 17, 2008
Item Title/Subject: **SCDP GRANT DEVELOPMENT AGREEMENT**

Background:

On January 14, 2008, the EDA Board approved the EDA's 2008 Strategic Goals. One of these goals is to: "Explore the possibility of undertaking an additional Small Cities Development Program Grant Application".

On April 14, 2008, Lisa Graphenteen from the Southwest Minnesota Housing Partnership (SWMHP) presented an overview of the changes in the SCDP program and grant application. In her presentation, she indicated that joint grant applications (such as by two adjacent cities) do receive a higher ranking for grant approval by the Department of Employment and Economic Development. At the same time, Rob Anderson, Mountain Lake EDA Director, contacted our office concerning the possibility of a joint application between Windom and Mountain Lake.

On May 12, 2008, the EDA Board authorized the filing a joint Small Cities Development Program grant application with Mountain Lake and approved SWMHP's proposal for preparation of the grant application. (Attached is a copy of Page 1 from the May 12th Minutes setting forth the motion.) The EDA Board also approved a proposed target area. On June 11, 2008, the EDA Board approved a revised target area based upon additional information regarding the actual project area for Round 3. (A copy of these minutes is included in the Council packet.) Also attached is a copy of the proposed target area for a fourth round in Windom.

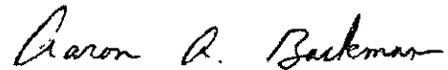
In the afternoon of June 11th, the EDA received SWMHP's proposed Grant-Development Agreement by e-mail. The EDA works directly with the SWMHP on the grant application and pays the required fees from its budget. However, the grant-development agreement does require signatures of the Mayor and City Administrator.

Attached for your review is a copy of the Southwest Minnesota Housing Partnership Grant-Development Agreement between the SWMHP, the City of Windom, and the City of Mountain Lake. (The fee percentages are based on population.)

Requested Action: Approve the Southwest Minnesota Housing Partnership Grant-Development Agreement and authorize the Mayor and City Administrator to execute said Agreement.

Please contact me at 831-6125 should you have any questions concerning this proposed agreement. I will also be present at the June 17th City Council Meeting to answer any additional questions you may have at that time.

Respectfully submitted,



Aaron A. Backman
EDA Executive Director

AAB:mah

Attachments

**ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
MAY 12, 2008**

1. Call to Order: The meeting was called to order by President Erickson at 12:01 p.m.

2. Roll Call & Guest Introductions:

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

Also Present: EDA Staff – Aaron Backman, Executive Director, and Mary Hensen, Adm. Asst.; Steve Nasby, City Administrator; and Joel Luitjens, WADC Liaison.

3. Approval of Minutes:

Motion by Commissioner Slette, seconded by Commissioner Palm, to approve the Minutes of the EDA Meeting held on April 14, 2008. Motion carried 4-0.

(Commissioner Kruse was not present for the vote.)

4. SCDP Application Discussion: At the April Meeting, the Board received information regarding the SCDP grant program and application changes for 2008. Director Backman advised the Board concerning communications with Rob Anderson of the Mountain Lake EDA concerning a possible joint application. After further review of the materials provided by the Southwest Minnesota Housing Partnership and additional discussion, the following actions were taken.

Motion by Commissioner Palm, seconded by Commissioner Slette, authorizing the filing of a joint SCDP grant application with Mountain Lake in 2008; approving the fees and services for the preliminary activities and the preparation of the grant application proposed by the Southwest Minnesota Housing Partnership; authorizing the EDA officers to sign any required documentation; authorizing the EDA Executive Director to present the grant application proposal to the City Council; and authorizing the EDA to proceed with follow-up activities required in the grant application process. Motion carried 5-0.

Motion by Commissioner Messer, seconded by Commissioner Palm, designating the proposed target area as the original residential area designated for the third grant round (excluding the area actually covered by the third grant round) plus the addition of Drake's Outlot 1, Block 20 of the Windom Original Townsite, and Block 54 of Windom Second Addition. Motion carried 5-0.

Motion by Commissioner Messer, seconded by Commissioner Slette, approving owner-occupied residential rehab and residential rental rehab as components of the SCDP grant application. Motion carried 5-0.

5. Sign Update: Director Backman updated the Board concerning communications with M & H Electric and South Central Electric regarding the lighting for the North Windom Industrial Park sign. Backman also advised that on May 6th the EDA's billboard on I-90 east of Adrian was installed.

6. WECC Update: Director Backman updated the Board concerning the activities regarding WECC (Windom Education and Collaborative Center). A survey has been prepared to

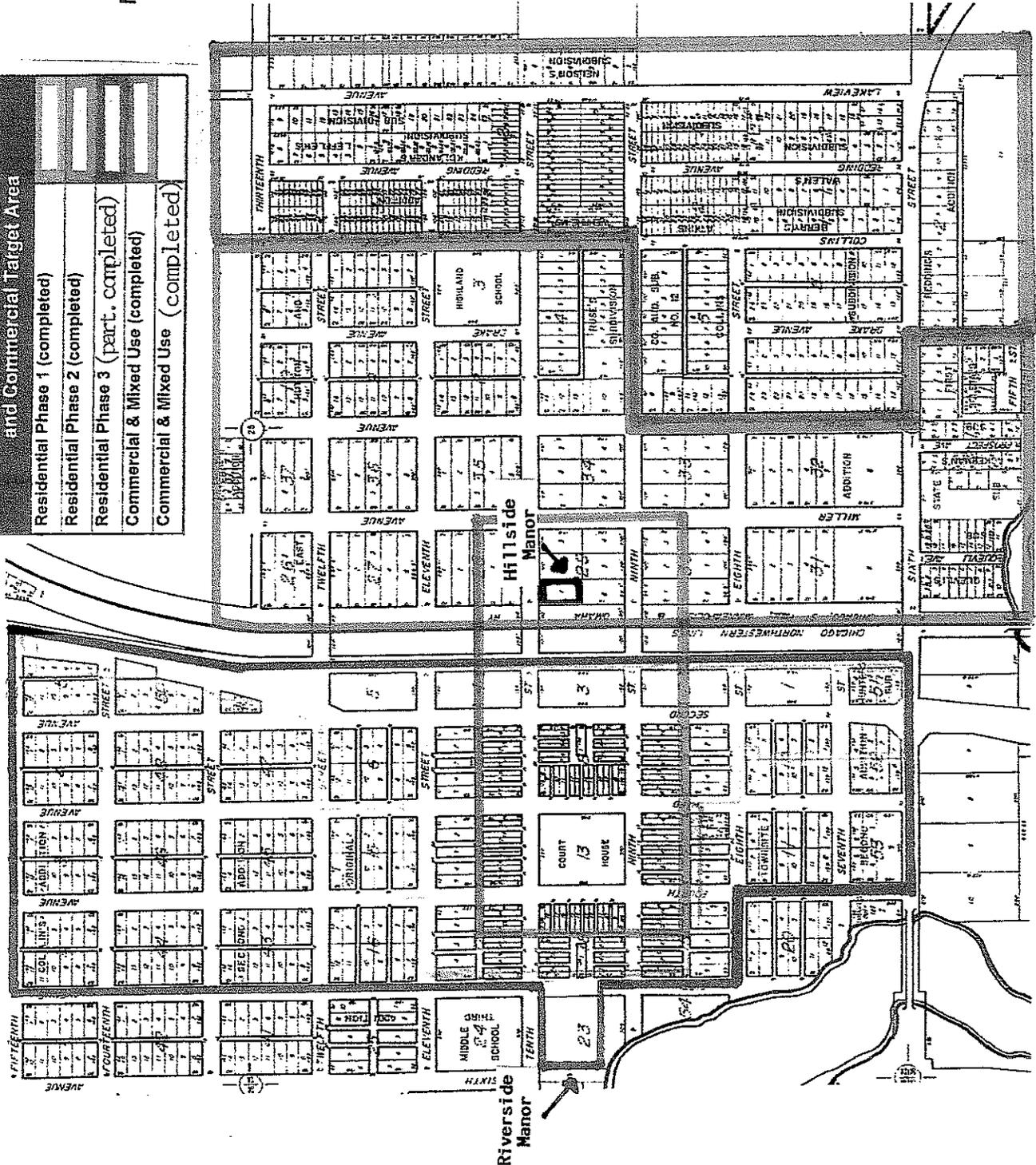
SCDP TARGET AREAS (PRIOR GRANT ROUNDS)

The residential target area for the 3rd Grand Round is outlined in black. The actual residential area served was between the middle of 15th Street to the middle of 11th Street (north-south) and from the middle of 5th Avenue to the middle of Highway 60/71 (west-east).



CITY OF WINDOM (Cottonwood County)

Program Phased Housing Target Areas and Commercial Target Area
Residential Phase 1 (completed)
Residential Phase 2 (completed)
Residential Phase 3 (part. completed)
Commercial & Mixed Use (completed)
Commercial & Mixed Use (completed)



**SOUTHWEST MINNESOTA HOUSING PARTNERSHIP
GRANT-DEVELOPMENT AGREEMENT**

This agreement made and entered into this ___ day of _____, 2008 between the Southwest Minnesota Housing Partnership, hereinafter referred to as "SWMHP", the City of Windom, hereinafter referred to as "Windom", and the City of Mountain Lake, hereinafter referred to as "Mountain Lake."

In consideration of the mutual promises and covenants herein contained, all parties agree as follows:

A. The SWMHP shall provide the following services to the applicants:

Preparation of a Grant Application for use in seeking financial assistance from the Minnesota Department of Employment and Economic Development, under the Small Cities Grant Development Program for the purpose of a rental and owner occupied housing rehabilitation project.

1. Research other funding opportunities in the event the Grant Application is not funded.
2. The SWMHP shall provide a total of six (6) copies of the Grant Application as follows: Three (3) copies for the Minnesota Department of Employment and Economic Development, one (1) copy for Windom, one (1) copy for Mountain Lake, and one (1) copy for the Southwest Minnesota Housing Partnership.
3. No work will begin on the Grant Application until all necessary information has been received by the SWMHP from Windom, Mountain Lake, or related parties.

B. Windom and Mountain Lake shall provide or complete the following as specifically designated:

1. Both Windom and Mountain Lake shall pay expenses relating to the Grant Application including, but not limited to, abstracting; insurance; survey production expenses; attorney and engineering fees; and publication costs. These grant related expenses shall be paid 66.75% by Windom and 33.25% by Mountain Lake. Each City will pay 100% of their pre-application expenses.
2. Pay to the SWMHP a processing fee of \$6,500.00. Windom shall pay an initial retainer of \$1,335 and Mountain Lake shall pay an initial retainer of \$665 to the SWMHP for expenses incurred in the administration of the pre-application. Should the pre-application yield a successful result, and the application proceed, Windom and Mountain Lake shall pay a prorated share of the remaining balance of \$4,500.00 based on the number of proposed units that will benefit each City. The fee will be billed and paid prior to the generation of the grant application. If Windom or Mountain Lake decide to withdraw from the project prior to the final grant application submission, the SWMHP will deduct from said fee an estimated percentage of project completion cost and this fee shall be paid equally by Windom and Mountain

Lake.

3. Provide to the SWMHP any and all information required preparing and processing the Grant Application in a timely fashion. Delay by Windom or Mountain Lake in producing requested information may affect SWMHP's ability to meet submission deadline. The submission deadline is October 2008 for the pre-application and January 2009 for the final application.
4. Windom and Mountain Lake understand that the SWMHP is not a representative of any State or Federal agency, but is acting strictly as a packaging agent on its behalf and that the SWMHP cannot and has not made any assurances regarding the final approval or disapproval by the Minnesota Department of Employment and Economic Development regarding this application.
5. Windom and Mountain Lake understand that the SWMHP reserves the right to deny participation in any project presented.
6. Windom and Mountain Lake give the SWMHP permission to publicly report on Windom and Mountain Lake and the project as a direct result of the SWMHP assistance in providing grant-writing services.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement the day and year first above written.

**SOUTHWEST MINNESOTA
HOUSING PARTNERSHIP**

By: _____
Frank Swedzinski

Its: **Chair**

By: _____
Rick Goodemann

Its: **Executive Director**

CITY OF WINDOM

By: _____

Its: _____

By: _____

Its: _____

CITY OF MOUNTAIN LAKE

By: _____

Its: _____

By: _____

Its: _____

RESOLUTION #2008-

INTRODUCED:

SECONDED:

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

RESOLUTION ORDERING PREPARATION OF REPORT ON 2009/2010 STREET IMPROVEMENT PROJECTS

WHEREAS, it is required that a preliminary report be prepared for the 2009/2010 Street Improvement Projects including replacement of water and sewer lines, curb and gutter, storm sewer and bituminous paving or concrete surfacing. Included in the project is 4th Avenue from 16th Street to Hwy 71 and Drake Avenue from 6th Street to the entrance of the Water Treatment Plant and the 5th Street cul-de-sac off Drake Avenue; and

WHEREAS, it is necessary that a report be prepared concerning the feasibility and estimated costs of these improvements; and

WHEREAS, if the project is pursued, it will be necessary to assess the benefited properties for all or a portion of the costs of these improvements pursuant to Minnesota Statutes, Chapter 429.

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

1. That the request for the proposed improvements be referred to Wenck Associates, Inc., Engineer, for study and that said engineering firm is instructed to prepare and submit a preliminary report to the City Council at the earliest convenient date; that said report shall indicate whether the proposed improvements are necessary, cost-effective, and feasible, and whether said improvements should be made as proposed or in connection with some other improvements; and that said report shall specify the estimated costs of the improvements as recommended.

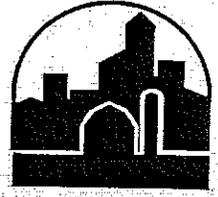
Adopted this 17th day of June, 2008.

Tom Riordan, Mayor

ATTEST:

Steven Nasby, City Administrator

MEMORANDUM



CITY OF WINDOM
444 9th Street
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127
www.windom-mn.com

TO: City Council
FROM: City Administrator *BN*
DATE: June 12, 2008
RE: FAA Grant Award – Airport Equipment and Environmental Study

In February 2008 City staff met with Federal and State representatives regarding Airport Improvement Allocation funds. During that meeting staff was notified that within the Windom Airport Capital Improvement Plan there were several items that qualified for these funds. As such, staff completed the paperwork and submitted it to the FAA and State of Minnesota.

Both Federal and State funding were originally awarded; however, there has been an indefinite hold placed on the State funds (see letter in packet). Federal funds in the amount of \$138,994.25 are available to the Windom Airport, which consists of 95% of the costs of snow removal equipment, runway justification for a 5,000 foot strip and an environmental assessment.

The Federal grant award requires a 5% City match in the amount of \$7,315.49. The Federal and State grant monies became available after the 2008 budget was established. As such, there are no Airport funds specifically budgeted for these expenses. The Council has several options: 1) to fund this project from City reserves; 2) to forward fund this expense and account for it in the 2009 budget; or 3) to decline the federal funding.

Due to the benefits to the Airport and other City departments by upgrading our equipment inventory, staff is recommending that the City Council formally accept this grant award and commit to the matching requirement.

Should the State funding be released in the future the City would also have a decision whether to match that grant. The State funding is earmarked for a new Toro mower with an approximate cost of \$19,500, which would be paid for with an 80\20 split of \$3,900 coming from the Windom Airport. If this State money is held up until late 2008 or 2009 we could include it in our upcoming budgeting process.

If you have any questions please let me know. Thank you.



Minnesota Department of Transportation

Office of Aeronautics
Mail Stop 410
222 East Plato Boulevard
St. Paul, MN 55107-1618

Phone: 651/234-7200
Fax: 651/234-7261

June 4, 2008

Mr. Steven Nasby
City Administrator
City Hall
Post Office Box 38
Windom, MN 56101

Dear Mr. Nasby:

Subject: Status of Airport Funding for Fiscal Years 2008 and 2009

To address the State's budget deficit, the 2008 legislature passed the Omnibus Supplemental Budget Bill, House File 1812. This legislation transfers \$15 million from the state airports fund to the general fund by June 30, 2008. As a result, funding appropriated for airport development and assistance during fiscal year (FY) 2009, i.e. July 1, 2008 through June 30, 2009, was reduced by \$15 million.

During FY 2009 state maintenance grants will continue. The Minnesota Department of Transportation (Mn/DOT) will also continue to support and maintain navigational aids. However, there will be no state funds for airport development or equipment in FY 2009. Unfortunately, some airports that were anticipating state funded projects during this summer's construction season will not be able to go forward.

When the legislation was passed, many airports had already advertised projects and had bids in hand for 2008. Mn/DOT reviewed the 2008 projects to determine which projects could proceed and which projects needed to be cancelled. In making project-funding decisions, we prioritized projects that included a combination of federal, state, and local funds. This allowed Mn/DOT to honor its commitment to cover the reduced federal program and maximize the federal funding. We also were able to continue a selected number of projects at airports that rely solely on state and local funds.

Airports that choose to go forward with their projects need to be aware that all available state funds have been allocated to projects. We are not retaining any funds for contract changes or amendments. Communities will need to determine if changes are warranted and rely on non-state dollars to pay for changes they approve. Some of these costs may be federally eligible, but this is not guaranteed. It is up to the community to determine if they are willing to accept the risk of covering any increased costs. Please notify us as soon as possible if your community elects to defer their project(s) because of this risk. If communities cancel projects, state-funding commitments from those projects will be accumulated. If sufficient funds become available because of cancelled projects, Mn/DOT will consider how to best use these funds to meet airport needs.

Page Two
June 4, 2008

I know this is an unexpected change for many communities. With this knowledge, determining which projects would go forward and which projects would not was difficult. Your understanding and cooperation is appreciated as we continue to provide aviation resources. Most airports that are able to proceed with their projects have been contacted. If you have questions about the status of your project(s), please contact your regional airport representative.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary E. Workman". The signature is written in a cursive style with a large initial "G".

Gary E. Workman
Director

RESOLUTION #2008-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

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

WHEREAS, the City of Windom has received a grant offer from the Administrator of the Federal Aviation Administration through the State of Minnesota Department of Transportation, Office of Aeronautics, for the Airport Improvement Grant program in an amount not to exceed \$138,994.00 for airport snow removal equipment and an environmental study to extend the runway; and

WHEREAS, the City of Windom will receive from the Federal Aviation Administration through the State of Minnesota Department of Transportation, Office of Aeronautics ninety-five percent (95%) of the allowable costs incurred for the project, not to exceed \$138,994.00; and

WHEREAS, the City of Windom will provide the remaining five percent (5%) of the funding for the project.

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

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

Adopted by the Council this 17th day of June, 2008.

Tom Riordan, Mayor

Attest: _____
Steve Nasby, City Administrator

CERTIFICATION

STATE OF MINNESOTA }
COUNTY OF COTTONWOOD}

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the Windom City Council at an authorized meeting held on the 17th day of June, 2008, as shown by the records in my possession.

Steve Nasby, City Administrator

Notary Public
My Commission Expires: _____



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

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

April 15, 2008

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

RE: Windom Municipal Airport
Windom, Minnesota
AIP Project No.: 3-27-0113-05-08

Dear Mr. Workman:

We are pleased to announce the Administrator has approved an allocation of \$137,750.00 in Federal funds under the terms of the Fiscal Year 2008 Airport Improvement Program (AIP) to perform the following development at Windom Municipal Airport:

Acquire snow removal equipment, environmental assessment for Runway 17/35 extension;

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

This allocation is contingent on the Sponsor following the submitted project schedule which allows the FAA to issue a Grant Offer based on bids for the snow removal equipment acquisition and based on a negotiated contract amount for the Runway 17/35 extension (environmental assessment) by May 23, 2008.

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

Our district office projects manager, noted below, will soon discuss with you the project development and Disadvantaged Business Enterprise requirements.

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

Sincerely,

Robert A. Huber
Manager
Minneapolis Airports District Office

cc: Denise Nichols, Finance Assistant



U. S. Department of Transportation
Federal Aviation Administration

GRANT AGREEMENT

Date of Offer: June 3, 2008
Project Number: 3-27-0113-05-08

Recipient: THE CITY OF WINDOM (Herein called the "Sponsor")
Airport: Windom Municipal Airport, Windom, Minnesota

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, ninety-five percent (95%) of the allowable costs incurred in accomplishing the project consisting of the following:

"Acquire snow removal equipment (plow truck); extend Runway 17/35 (phase 1 – environmental assessment study)."

as more particularly described in the Project Application dated May 22, 2008.

The maximum obligation of the United States payable under this Offer shall be \$119,994 for airport development, \$0 for noise program implementation, \$0 for land, and \$19,000 for planning.

This offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Robert A. Huber
Manager, Minneapolis Airports District Office

SPECIAL CONDITIONS

See Attachment A

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein, in the Project Application, and in the June 2005 "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on _____.

CITY OF WINDOM, MINNESOTA

Signature

Title

(Seal)

Executed this ___ day of _____, 2008

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of State of Minnesota. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Executed this ___ day of _____, 2008

Signature of Sponsor's Attorney

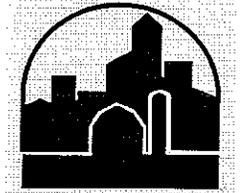
ATTACHMENT A: SPECIAL CONDITIONS

1. Agency Agreement. The sponsor will not amend, modify, or terminate the agency relationship between the sponsor, as principal, and State of Minnesota, as agent, created by the Agency Agreement entered into on April 23, 2003, without prior written approval of the FAA.
2. Letter of Credit. The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
3. Trafficking in Persons.
 - a. Provisions applicable to a recipient that is a private entity.
 - (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not -
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either -
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
 - b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity -
 - (1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either -
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
 - c. Provision applicable to any recipient.
 - (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - (2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - (3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

ATTACHMENT A: SPECIAL CONDITIONS cont.

- d. Definitions. For purposes of this award term:
- (1) "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - (2) "Forced Labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (3) "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 - (4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

MEMORANDUM



CITY OF WINDOM
444 9th Street
Windom, MN 56101
Phone: 507-831-6129
Fax: 507-831-6127
www.windom-mn.com

TO: City Council
FROM: City Administrator
DATE: June 12, 2008
RE: July 1, 2008 – City Council Time Change

As you are aware, we have tentatively scheduled the interviews for the engineering firms that responded to the RFP for the feasibility study on the Windom low-overhead dam project. These interviews will likely consist of a 20 minute presentation and 10 minutes for questions\answers. If we stay on schedule these interviews would take approximately 2 hours.

After discussion with the Mayor the thought is to start the City Council meeting at 6:00 p.m. or 6:30 p.m. so the meeting would not run so late into the evening.

At the June 17 meeting the Council would need a formal motion to change the start time on July 1.

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY OFFICE	MII LIFE	VEBA	194.30
CITY OFFICE	MN CITY/COUNTY MANAG	MEMBERSHIP	91.90
		Total for Department 103	286.20*
P & Z / BUILDING OFF	MII LIFE	VEBA	145.72
		Total for Department 106	145.72*
CITY HALL	SANDRA HERDER	CLEANING	343.90
CITY HALL	MELISSA PENAS	CLEANING	343.90
		Total for Department 115	687.80*
POLICE	MII LIFE	VEBA	1,372.76
POLICE	WINDOM TOWING CO	TIRES	154.42
		Total for Department 120	1,527.18*
FIRE DEPARTMENT	AMOCO OIL COMPANY	GAS	208.14
		Total for Department 125	208.14*
STREET	AMOCO OIL COMPANY	GAS	1,274.02
STREET	AMOCO OIL COMPANY	VOLUME DISCOUNT	-6.22
STREET	MII LIFE	VEBA	923.22
STREET	MILLER SELLNER EQUIP	MAINTENANCE	26.23
		Total for Department 140	2,217.25*
PARKS	MII LIFE	VEBA	182.23
		Total for Department 165	182.23*
GENERAL	EAGLE APPLIANCE RECY	2008 APPLIANCE PICK UP	1,730.00
GENERAL	DENISE NICHOLS	REFUND -APPLIANCE PICK U	20.00
GENERAL	DONNA HANCOCK	REFUND - APPLIANCE PICK	10.00
GENERAL	CAROLINE SCHULZ	REFUND - APPLIANCE PICK	10.00
GENERAL	MIKE THOMAS	REFUND - APPLIANCE PICK	10.00
		Total for Department 201	1,780.00*
		Total for Fund 01	7,034.52*
LIBRARY	SANDRA HERDER	CLEANING	343.90
LIBRARY	JOAN HUNTER	POSTAGE	42.62
LIBRARY	MELISSA PENAS	CLEANING	343.90
		Total for Department 171	730.42*
		Total for Fund 03	730.42*
AIRPORT	RED ROCK RURAL WATER	WATER	22.00
AIRPORT	SO. CENTRAL ELECTRIC	POWER COST	365.20
		Total for Department 174	387.20*
		Total for Fund 11	387.20*
AMBULANCE	BOB AXFORD	EXPENSE	9.94
AMBULANCE	KATE AXFORD	EXPENSE	13.22

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
AMBULANCE	ALLAN REMPEL	EXPENSE	17.71
AMBULANCE	JIM SKARPHOL	EXPENSE	194.92
	Total for Department 176		235.79*
	Total for Fund 13		235.79*
MULTI-PURPOSE BUILDI	MII LIFE	VEBA	279.38
	Total for Department 177		279.38*
	Total for Fund 14		279.38*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	5,866.95
LIQUOR	COLLINS BROTHERS, IN	MERCHANDISE	434.94
LIQUOR	GRIGGS COOPER	MERCHANDISE	187.44
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	10,864.50
LIQUOR	HOLINKA DISTR. CO.	MERCHANDISE	161.25
LIQUOR	MII LIFE	VEBA	364.46
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	3,413.20
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	4,386.27
	Total for Department 180		25,679.01*
	Total for Fund 60		25,679.01*
WATER	H P SUDS	BILLING CONTRACT SERVICE	117.50
WATER	MII LIFE	VEBA	549.72
WATER	WENCK ASSOCIATES, IN	LANDFILL	1,978.50
	Total for Department 181		2,645.72*
	Total for Fund 61		2,645.72*
	SUSAN SCHMALZ	REFUND - UTILITY PREPAYM	20.00
	TOM SCHMITT	REFUND - UTILITY PREPAYM	20.00
	LINDA SCHROEDER	REFUND - UTILITY PREPAYM	125.00
	ROBERT SNELLER	REFUND - UTILITY PREPAYM	125.00
	CARA SMITH	REFUND - UTILITY PREPAYM	125.00
	ANDRES SOSA	REFUND - UTILITY PREPAYM	125.00
	TODD STEELE	REFUND - UTILITY PREPAYM	20.00
	PAT SOLETA	REFUND - UTILITY PREPAYM	20.00
	Total for Department		580.00*
ELECTRIC	AMOCO OIL COMPANY	GAS	1,052.54
ELECTRIC	AMOCO OIL COMPANY	VOLUME DISCOUNT	-6.22
ELECTRIC	H P SUDS	BILLING CONTRACT SERVICE	117.50
ELECTRIC	MII LIFE	VEBA	1,029.43
	Total for Department 182		2,193.25*
	Total for Fund 62		2,773.25*
SEWER	AMOCO OIL COMPANY	GAS	495.80
SEWER	H P SUDS	BILLING CONTRACT SERVICE	117.50

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
SEWER	J&M WASTE APPLICATOR	HAUL SLUDGE	10,590.00
SEWER	MII LIFE	VEBA	914.14
		Total for Department 183	12,117.44*
		Total for Fund 63	12,117.44*
ARENA	MII LIFE	VEBA	182.23
		Total for Department 184	182.23*
		Total for Fund 64	182.23*
ECONOMIC DEVELOPMENT	MII LIFE	VEBA	230.81
ECONOMIC DEVELOPMENT	SCOTT ROCKER	MAINTENANCE	425.00
		Total for Department 187	655.81*
		Total for Fund 67	655.81*
TELECOMMUNICATIONS	H P SUDS	BILLING CONTRACT SERVICE	352.50
TELECOMMUNICATIONS	KARE 11 TELEVISION	SUBSCRIBER	290.20
TELECOMMUNICATIONS	LIFETIME	SUBSCRIBER	642.49
TELECOMMUNICATIONS	LIFETIME MOVIE NETWO	SUBSCRIBER	30.00
TELECOMMUNICATIONS	MII LIFE	VEBA	652.90
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	SUBSCRIBER	22,991.40
		Total for Department 199	24,959.49*
		Total for Fund 69	24,959.49*
		Grand Total	77,680.26*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY OFFICE	ELECTRIC FUND	UTILITIES	206.83
CITY OFFICE	STEVE NASBY	EXPENSE	28.94
	Total for Department 103		235.77*
P & Z / BUILDING OFF	ELECTRIC FUND	UTILITIES	78.20
P & Z / BUILDING OFF	VET'S WHOA N'GO	GAS	104.83
	Total for Department 106		183.03*
CITY HALL	AMERIGAS - WORTHINGT	WATER TREATMENT	23.38
CITY HALL	ELECTRIC FUND	UTILITIES	505.85
	Total for Department 115		529.23*
POLICE	ELECTRIC FUND	UTILITIES	94.79
POLICE	LANGUAGE LINE SERVIC	SERVICE	23.18
POLICE	VOYAGER FLEET SERVIC	GAS	163.18
	Total for Department 120		281.15*
FIRE DEPARTMENT	ELECTRIC FUND	UTILITIES	26.49
FIRE DEPARTMENT	QUEST	TELEPHONE	58.66
FIRE DEPARTMENT	VET'S WHOA N'GO	GAS	129.21
FIRE DEPARTMENT	VOYAGER FLEET SERVIC	GAS	5.31
	Total for Department 125		219.67*
STREET	ELECTRIC FUND	UTILITIES	2,725.57
STREET	ERICKSON OIL CO	GAS	983.84
STREET	MIDWEST WIRELESS	TELEPHONE	102.55
STREET	QUEST	TELEPHONE	58.66
STREET	VET'S WHOA N'GO	GAS	713.86
STREET	VOYAGER FLEET SERVIC	GAS	165.16
	Total for Department 140		4,749.64*
HEALTH & SANITATION	NEAL GRUNEWALD	COMPOST SITE MANAGER	160.00
	Total for Department 145		160.00*
RECREATION	MARLENE SAMDAL	REFUND - GIRLS SB	35.00
RECREATION	PAULA WOLTER	REFUND - HERSHEY'S TRACK	70.00
	Total for Department 150		105.00*
PARKS	ELECTRIC FUND	UTILITIES	479.29
PARKS	ERICKSON OIL CO	GAS	211.45
	Total for Department 165		690.74*
	Total for Fund 01		7,154.23*
LIBRARY	ELECTRIC FUND	UTILITIES	270.37
	Total for Department 171		270.37*
	Total for Fund 03		270.37*
POOL	ELECTRIC FUND	UTILITIES	226.62
	Total for Department 175		226.62*

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 12			226.62*
AMBULANCE	ELECTRIC FUND	UTILITIES	23.11
AMBULANCE	MIDWEST WIRELESS	TELEPHONE	92.81
AMBULANCE	QUEST	TELEPHONE	58.67
AMBULANCE	VET'S WHOA N'GO	GAS	1,748.03
AMBULANCE	JORDAN ROSKAMP	REFUND - AMBULANCE	284.56
Total for Department 176			2,207.18*
Total for Fund 13			2,207.18*
MULTI-PURPOSE BUILDI	ELECTRIC FUND	UTILITIES	1,361.26
MULTI-PURPOSE BUILDI	MIDWEST WIRELESS	TELEPHONE	13.73
MULTI-PURPOSE BUILDI	VOYAGER FLEET SERVIC	GAS	94.34
Total for Department 177			1,469.33*
Total for Fund 14			1,469.33*
LIQUOR	BELLBOY CORP	MERCHANDISE	684.00
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	7,008.30
LIQUOR	ELECTRIC FUND	UTILITIES	890.78
LIQUOR	GRIGGS COOPER	MERCHANDISE	2,721.22
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	3,927.55
LIQUOR	JOHNSON BROS.	MERCHANDISE	883.67
LIQUOR	GENE LENNING	MILEAGE	167.66
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	3,204.80
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	6,832.13
Total for Department 180			26,320.11*
Total for Fund 60			26,320.11*
WATER	ELECTRIC FUND	UTILITIES	5,225.54
WATER	GOPHER STATE ONE CAL	LOCATES	21.47
WATER	H P SUDS	BILLING CONTRACT SERVICE	133.34
WATER	MIDWEST WIRELESS	TELEPHONE	43.32
WATER	QUEST	TELEPHONE	58.66
WATER	VOYAGER FLEET SERVIC	GAS	272.08
Total for Department 181			5,754.41*
Total for Fund 61			5,754.41*
ELECTRIC	ELECTRIC FUND	UTILITIES	265.07
ELECTRIC	GOPHER STATE ONE CAL	LOCATES	21.47
ELECTRIC	MARV GRUNIG	EXPENSE	320.17
ELECTRIC	H P SUDS	BILLING CONTRACT SERVICE	133.34
ELECTRIC	QUEST	TELEPHONE	123.37
ELECTRIC	BRAD BUSSA	CLEANING	184.60
ELECTRIC	CNH CAPITAL	MAINTENANCE	55.65
ELECTRIC	VET'S WHOA N'GO	GAS	109.92
ELECTRIC	VOYAGER FLEET SERVIC	GAS	243.17

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ELECTRIC	BANK MIDWEST	NSF CHECK	147.11
ELECTRIC	BANK MIDWEST	NSF CHECKS	569.46
ELECTRIC	MARY BENSON	ENERGY REBATE	275.00
ELECTRIC	RICHARD BLOOMQUIST	ENERGY REBATE	275.00
ELECTRIC	RICK BROWN	ENERGY REBATE	275.00
ELECTRIC	LANCE DEFRIES	ENERGY REBATE	100.00
ELECTRIC	JUAN FUENTES	ENERGY REBATE	100.00
ELECTRIC	ALTON GOHMAN	ENERGY REBATE	100.00
ELECTRIC	OWEN GREEN	ENERGY REBATE	100.00
ELECTRIC	GARY HOCKSTEIN	ENERGY REBATE	200.00
ELECTRIC	JERALD JENSEN	ENERGY REBATE	350.00
ELECTRIC	GARY KRUSE	ENERGY REBATE	100.00
ELECTRIC	MAUREEN LUBBEN	ENERGY REBATE	200.00
ELECTRIC	ALAN SCHWARTZ	ENERGY REBATE	100.00
ELECTRIC	KIM SYMENS	ENERGY REBATE	300.00
ELECTRIC	JAMES WEINANDT	ENERGY REBATE	275.00
ELECTRIC	DOUG WESTERMAN	ENERGY REBATE	100.00
ELECTRIC	ROGER WILSON	ENERGY REBATE	100.00
ELECTRIC	MS LIBBY NIESEN	REGISTRATION	20.00
	Total for Department 182		5,143.33*
	Total for Fund 62		5,143.33*
SEWER	ELECTRIC FUND	UTILITIES	12,111.86
SEWER	ERICKSON OIL CO	GAS	175.59
SEWER	GOPHER STATE ONE CAL	LOCATES	21.47
SEWER	H P SUDS	BILLING CONTRACT SERVICE	133.33
SEWER	MIDWEST WIRELESS	TELEPHONE	43.32
SEWER	QUEST	TELEPHONE	191.52
SEWER	VET'S WHOA N'GO	GAS	604.24
SEWER	VOYAGER FLEET SERVIC	GAS	110.67
	Total for Department 183		13,392.00*
	Total for Fund 63		13,392.00*
ARENA	ELECTRIC FUND	UTILITIES	1,364.85
ARENA	VET'S WHOA N'GO	GAS	233.93
ARENA	VOYAGER FLEET SERVIC	GAS	227.90
	Total for Department 184		1,826.68*
	Total for Fund 64		1,826.68*
ECONOMIC DEVELOPMENT	AARON BACKMAN	EXPENSE	66.66
ECONOMIC DEVELOPMENT	ED PROS	MEMBERSHIP	50.00
ECONOMIC DEVELOPMENT	ELECTRIC FUND	UTILITIES	157.31
ECONOMIC DEVELOPMENT	BOB YSKER	MOWING	55.00
	Total for Department 187		328.97*
	Total for Fund 67		328.97*

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
RIVERBLUFF ESTATES	BRADY POWERS	MOWING	210.00
RIVERBLUFF ESTATES	UNITED PRAIRIE BANK	LOAN PAYMENT	641.47
	Total for Department 166		851.47*
	Total for Fund 68		851.47*
	MN 9-1-1 PROGRAM	911 SERVICE	781.83
	Total for Department		781.83*
TELECOMMUNICATIONS	AT & T	USAGE CHARGES	130.00
TELECOMMUNICATIONS	BIG TEN NETWORK	SUBSCRIBER	1,636.57
TELECOMMUNICATIONS	E-911	MONTHLY 911 SERVICE	43.80
TELECOMMUNICATIONS	ELECTRIC FUND	UTILITIES	1,398.84
TELECOMMUNICATIONS	FOX SPORTS	SUBSCRIBER	4,948.54
TELECOMMUNICATIONS	GOPHER STATE ONE CAL	LOCATES	64.44
TELECOMMUNICATIONS	H P SUDS	BILLING CONTRACT SERVICE	399.99
TELECOMMUNICATIONS	ONVOY	BANDWIDTH BILLING/	7,626.86
TELECOMMUNICATIONS	ONVOY	SS7 SERVICE	1,383.67
TELECOMMUNICATIONS	TOWER DISTRIBUTION C	SUBSCRIBER	215.86
TELECOMMUNICATIONS	VOYAGER FLEET SERVIC	GAS	83.70
TELECOMMUNICATIONS	LAMAR	SIGN AND INSTALLATION	670.00
	Total for Department 199		18,602.27*
	Total for Fund 69		19,384.10*
	COLONIAL LIFE INSURA	INSURANCE	22.05
	Total for Department		22.05*
	Total for Fund 70		22.05*
	Grand Total		84,350.85*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	CITIZEN PUBLISHING C	ADVERTISING	50.00
MAYOR & COUNCIL	MCDONALD & SCHRAMEL	LEGAL FEES	180.50
	Total for Department 101		230.50*
CITY OFFICE	DAN'S OFFICE SUPPLY	SUPPLIES	72.39
CITY OFFICE	DAVIS TYPEWRITER	MAINTENANCE CONTRACT	35.11
CITY OFFICE	SUNSHINE FOODS	SUPPLIES	59.73
CITY OFFICE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
CITY OFFICE	PITNEY BOWES	SUPPLIES	51.59
CITY OFFICE	DENNIS L. RICK LTD	AUDIT SERVICE	750.00
	Total for Department 103		974.60*
P & Z / BUILDING OFF	DAN'S OFFICE SUPPLY	SUPPLIES	20.66
P & Z / BUILDING OFF	MCDONALD & SCHRAMEL	LEGAL FEES	114.00
P & Z / BUILDING OFF	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
	Total for Department 106		140.44*
LEGAL	MCDONALD & SCHRAMEL	CONFERENCE	98.00
	Total for Department 110		98.00*
CITY HALL	COTTONWOOD COUNTY SO	RECYCLING PICK UP	12.00
CITY HALL	WASTE MANAGEMENT OF	HAUL GARBAGE	81.47
CITY HALL	HEARTLAND PAPER COMP	SUPPLIES	118.16
CITY HALL	SCHWALBACH HARDWARE	MAINTENANCE	50.54
	Total for Department 115		262.17*
POLICE	CITIZEN PUBLISHING C	ADVERTISING	45.00
POLICE	COTTONWOOD CO TREASU	DISPATCHING	275.00
POLICE	COTTONWOOD CO TREASU	RENT	1,200.00
POLICE	DAN'S OFFICE SUPPLY	SUPPLIES	33.84
POLICE	MCDONALD & SCHRAMEL	LEGAL FEES	3,714.50
POLICE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	22.50
POLICE	PAMIDA	SUPPLIES	70.23
POLICE	COUNTRY PRIDE SERVIC	MAINTENIENCE	410.40
	Total for Department 120		5,771.47*
FIRE DEPARTMENT	COTTONWOOD CO TREASU	DISPATCHING	212.50
FIRE DEPARTMENT	HARTBERG MEDICAL CLI	PHYSICALS	1,984.00
FIRE DEPARTMENT	HEIMAN FIRE EQUIP. C	MAINTENANCE	408.15
FIRE DEPARTMENT	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
FIRE DEPARTMENT	RIVERSIDE LAUNDRY	SERVICE	46.59
FIRE DEPARTMENT	UNITED MEDICAL CLINI	PHYSICALS	2,624.00
FIRE DEPARTMENT	WINDOM FARM SERVICE	MAINTENANCE	3.76
FIRE DEPARTMENT	WINDOM FAMILY MEDICA	PHYSICALS	1,961.00
	Total for Department 125		7,245.78*
EMERGENCY MANAGEMENT	COTTONWOOD CO TREASU	DISPATCHING	12.50
EMERGENCY MANAGEMENT	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	200.00
	Total for Department 130		212.50*
ANIMALS	COTTONWOOD-SLAYTON V	VETERINARY SERVICE	282.67

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Department 135			282.67*
STREET	BARGEN INC	ASPHALT	699.97
STREET	COTTONWOOD CO TREASU	DISPATCHING	125.00
STREET	WASTE MANAGEMENT OF	HAUL GARBAGE	124.94
STREET	ENVIROSIDE	TESTING	650.00
STREET	FERRELLGAS	GAS	40.48
STREET	GDF ENTERPRISES, INC	MAINTENANCE	983.47
STREET	HIGLEY FORD	MAINTENANCE	44.63
STREET	JIFFY-JR. PRODUCTS	SUPPLIES	21.93
STREET	MCDONALD & SCHRAMEL	LEGAL FEES	180.50
STREET	MCLAUGHLIN & SCHULZ,	MAINTENANCE	6,842.20
STREET	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
STREET	MESSER MACHINE & MFG	MAINTENANCE	133.69
STREET	M-R SIGNS CO., INC	MAINTENANCE	109.72
STREET	PRAXAIR DISTRIBUTION	SERVICE	260.78
STREET	RUNNING'S SUPPLY	MAINTENANCE	282.40
STREET	SCHWALBACH HARDWARE	MAINTENANCE	43.17
STREET	UNIQUE PAVING MATERI	SUPPLIES	467.11
STREET	VALLEY ASPHALT PRODU	ASPHALT	2,098.91
STREET	CARQUEST AUTO PARTS	MAINTENANCE	147.77
STREET	CONSOLIDATED READY M	MAINTENANCE	21.57
Total for Department 140			13,284.02*
HEALTH & SANITATION	CITIZEN PUBLISHING C	ADVERTISING	793.80
HEALTH & SANITATION	COTTONWOOD COUNTY LA	SPRING PICK UP EXPENSE	4,666.86
HEALTH & SANITATION	WASTE MANAGEMENT OF	HAUL GARBAGE	12,097.39
HEALTH & SANITATION	KDOM RADIO	ADVERTISING	200.00
Total for Department 145			17,758.05*
RECREATION	CITIZEN PUBLISHING C	ADVERTISING	64.40
RECREATION	COCA-COLA BOTTLING C	MERCHANDISE	198.33
RECREATION	HEARTLAND IMAGE	T-SHIRTS	3,066.85
RECREATION	PLAY IT AGAIN SPORTS	SUPPLIES	636.03
RECREATION	WINDOM COMMUNITY EDU	AD	375.00
Total for Department 150			4,340.61*
PARKS	COTTONWOOD CO TREASU	DISPATCHING	37.50
PARKS	WASTE MANAGEMENT OF	HAUL GARBAGE	286.65
PARKS	LAMPERTS YARDS, INC.	MAINTENANCE	116.19
PARKS	MESSER MACHINE & MFG	MAINTENANCE	95.96
PARKS	MTI DISTRIBUTING, IN	MAINTENANCE	880.76
PARKS	RUNNING'S SUPPLY	MAINTENANCE	20.05
PARKS	SCHWALBACH HARDWARE	MAINTENANCE	117.00
PARKS	COUNTRY PRIDE SERVIC	MAINTENIENCE	2,775.65
PARKS	CONSOLIDATED READY M	MAINTENANCE	201.29
Total for Department 165			4,531.05*
Total for Fund 01			55,131.86*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
EQUIPMENT/F.A.	DENNIS L. RICK LTD	AUDIT SERVICE	1,500.00
	Total for Department 170		1,500.00*
	Total for Fund 02		1,500.00*
LIBRARY	CENTER POINT LARGE P	BOOKS	40.14
LIBRARY	COTTONWOOD COUNTY SO	RECYCLING PICK UP	12.00
LIBRARY	DAN'S OFFICE SUPPLY	SUPPLIES	433.88
LIBRARY	DEMCO	SUPPLIES	68.79
LIBRARY	GALE	BOOKS	271.13
LIBRARY	HEARTLAND PAPER COMP	SUPPLIES	118.16
LIBRARY	INGRAM	BOOKS	1,949.12
LIBRARY	J & K WINDOWS	CLEANING	15.00
LIBRARY	KATO ROOFING, INC	MAINTENANCE	616.23
LIBRARY	MICROMARKETING	BOOKS & AUDIO	145.05
LIBRARY	PAMIDA	SUPPLIES	15.80
LIBRARY	PLUM CREEK LIBRARY	SRP SUPPLIES	97.75
LIBRARY	DENNIS L. RICK LTD	AUDIT SERVICE	200.00
LIBRARY	RECORDED BOOKS, LLC	AUDIO	136.40
LIBRARY	READERS SERVICE	BOOKS	18.46
LIBRARY	READERS DIGEST - AUD	AUDIO CASSETTE	23.40
LIBRARY	SCHWALBACH HARDWARE	MAINTENANCE	267.07
LIBRARY	UPSTART	SRP SUPPLIES	47.00
LIBRARY	AGRI NEWS	SUBSCRIPTION	25.00
LIBRARY	BACKYARD LIVING	SUBSCRIPTION	19.98
LIBRARY	BUSINESS WEEK	SUBSCRIPTION	60.00
LIBRARY	HARPER'S BAZAAR	SUBSCRIPTION	19.97
LIBRARY	MEMORY MAKERS	SUBSCRIPTION	21.96
LIBRARY	RANGER RICK	SUBSCRIPTION	19.95
LIBRARY	SMART MONEY	SUBSCRIPTION	26.00
LIBRARY	WORKBENCH	SUBSCRIPTION	18.00
	Total for Department 171		4,686.24*
	Total for Fund 03		4,686.24*
EQUIPMENT/F.A.	DENNIS L. RICK LTD	AUDIT SERVICE	1,450.00
	Total for Department 170		1,450.00*
	Total for Fund 04		1,450.00*
2003 IMPROVEMENT BON	DENNIS L. RICK LTD	AUDIT SERVICE	500.00
	Total for Department 169		500.00*
	Total for Fund 05		500.00*
4TH AVE PROJECT	DENNIS L. RICK LTD	AUDIT SERVICE	500.00
	Total for Department 168		500.00*
	Total for Fund 06		500.00*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
2007 IMPROVEMENT PRO	DENNIS L. RICK LTD	AUDIT SERVICE	750.00
	Total for Department 164		750.00*
	Total for Fund 07		750.00*
2006A REFUNDING BOND	DENNIS L. RICK LTD	AUDIT SERVICE	500.00
	Total for Department 157		500.00*
	Total for Fund 08		500.00*
UHF TV	DENNIS L. RICK LTD	AUDIT SERVICE	150.00
	Total for Department 173		150.00*
	Total for Fund 10		150.00*
AIRPORT	COLE PAPER INC.	SUPPLIES	57.64
AIRPORT	JAVENS ELECTRIC	MAINTENANCE	2,360.88
AIRPORT	DENNIS L. RICK LTD	AUDIT SERVICE	300.00
AIRPORT	SCHWALBACH HARDWARE	MAINTENANCE	44.09
AIRPORT	CARQUEST AUTO PARTS	MAINTENANCE	25.96
	Total for Department 174		2,788.57*
	Total for Fund 11		2,788.57*
POOL	CENTRAL MN CHAPTER A	MATERIAL	157.09
POOL	COMMERICAL POOL AND	CHEMICAL	348.99
POOL	ELSMORE AQUATIC	SWIMSUITS	175.10
POOL	HAWKINS, INC	CHEMICALS	1,228.40
POOL	FEDER MECHANICAL	MAINTENANCE	114.60
POOL	A H HERMEL CANDY & T	MERCHANDISE	85.97
POOL	HORIZON COMMERCIAL P	SUPPLIES	72.55
POOL	JANITOR'S CLOSET, LT	SUPPLIES	129.50
POOL	LAMPERTS YARDS, INC.	MAINTENANCE	8.85
POOL	DENNIS L. RICK LTD	AUDIT SERVICE	200.00
POOL	RECREATION SUPPLY CO	MAINTENANCE	522.22
POOL	SCHWALBACH HARDWARE	MAINTENANCE	644.79
POOL	WINDOM COMMUNITY EDU	AD	375.00
POOL	WINDOM FIRE SAFETY	MAINTENANCE	24.00
POOL	BETTY OLSON	SWIM SUIT	49.99
	Total for Department 175		4,137.05*
	Total for Fund 12		4,137.05*
	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	873.66
	Total for Department		873.66*
AMBULANCE	COTTONWOOD CO TREASU	DISPATCHING	200.00
AMBULANCE	HIGLEY FORD	MAINTENANCE	613.98
AMBULANCE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	212.05
AMBULANCE	DENNIS L. RICK LTD	AUDIT SERVICE	400.00

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
AMBULANCE	STRYKER MEDICAL	MAINTENANCE	543.13
AMBULANCE	WINDOM AREA HOSPITAL	SERVICE	1,325.65
AMBULANCE	ZOLL MEDICAL CORPORA	SUPPLIES	4,937.34
	Total for Department 176		8,232.15*
	Total for Fund 13		9,105.81*
MULTI-PURPOSE BUILDI	A & B BUSINESS EQUIP	MAINTENANCE	98.34
MULTI-PURPOSE BUILDI	CITIZEN PUBLISHING C	ADVERTISING	604.51
MULTI-PURPOSE BUILDI	WASTE MANAGEMENT OF	HAUL GARBAGE	54.23
MULTI-PURPOSE BUILDI	FEDER MECHANICAL	MAINTENANCE	112.00
MULTI-PURPOSE BUILDI	GDF ENTERPRISES, INC	MAINTENANCE	57.28
MULTI-PURPOSE BUILDI	SUNSHINE FOODS	SUPPLIES	5.16
MULTI-PURPOSE BUILDI	HEARTLAND PAPER COMP	SUPPLIES	161.17
MULTI-PURPOSE BUILDI	KDOM RADIO	ADVERTISING	140.80
MULTI-PURPOSE BUILDI	MN DEPT OF HEALTH	WATER SUR CHARGE	35.00
MULTI-PURPOSE BUILDI	MN MBA	TRAINING	200.00
MULTI-PURPOSE BUILDI	DENNIS L. RICK LTD	AUDIT SERVICE	500.00
MULTI-PURPOSE BUILDI	SCHWALBACH HARDWARE	MAINTENANCE	99.44
MULTI-PURPOSE BUILDI	STONER INDUSTRIAL, I	SERVICE	83.94
MULTI-PURPOSE BUILDI	WORTHINGTON DAILY GL	AD	27.00
	Total for Department 177		2,178.87*
	Total for Fund 14		2,178.87*
PM REVOLVING LOAN FU	DENNIS L. RICK LTD	AUDIT SERVICE	100.00
	Total for Department 172		100.00*
	Total for Fund 15		100.00*
EDA LINDAMAN REV LOA	DENNIS L. RICK LTD	AUDIT SERVICE	100.00
	Total for Department 178		100.00*
	Total for Fund 16		100.00*
SCDP	DENNIS L. RICK LTD	AUDIT SERVICE	250.00
	Total for Department 163		250.00*
	Total for Fund 17		250.00*
N IND PARK	DENNIS L. RICK LTD	AUDIT SERVICE	50.00
	Total for Department 147		50.00*
	Total for Fund 18		50.00*
RIVER BLUFF EST REV	DENNIS L. RICK LTD	AUDIT SERVICE	100.00
	Total for Department 019		100.00*
	Total for Fund 19		100.00*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
EDA LINDAMAN REV LOA	DENNIS L. RICK LTD	AUDIT SERVICE	50.00
	Total for Department 178		50.00*
	Total for Fund 31		50.00*
LIQUOR	ENVIROMASTER, INC.	SERVICE	39.41
LIQUOR	BELLBOY CORP	MERCHANDISE	688.00
LIQUOR	CITIZEN PUBLISHING C	ADVERTISING	216.20
LIQUOR	COCA-COLA BOTTLING C	MERCHANDISE	344.70
LIQUOR	WASTE MANAGEMENT OF	HAUL GARBAGE	45.79
LIQUOR	A H HERMEL CANDY & T	MERCHANDISE	401.29
LIQUOR	PEPSIAMERICAS	MERCHANDISE	223.70
LIQUOR	DENNIS L. RICK LTD	AUDIT SERVICE	250.00
	Total for Department 180		2,209.09*
	Total for Fund 60		2,209.09*
	HD SUPPLY WATERWORKD	MAINTENANCE	1,374.54
	Total for Department		1,374.54*
WATER	CITIZEN PUBLISHING C	ADVERTISING	176.40
WATER	COTTONWOOD CO TREASU	DISPATCHING	100.00
WATER	DEWAR ELECTRIC, INC	MAINTENANCE	177.00
WATER	HAWKINS, INC	CHEMICALS	2,224.16
WATER	FEDER MECHANICAL	MAINTENANCE	500.00
WATER	KDOM RADIO	ADVERTISING	231.70
WATER	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
WATER	MIDWEST DATA, INC	SPECIAL SERVICES	333.62
WATER	MIDWEST DATA, INC	UTILITY BILLING	804.05
WATER	MN VALLEY TESTING	TESTING	56.25
WATER	DENNIS L. RICK LTD	AUDIT SERVICE	1,000.00
WATER	SCHWALBACH HARDWARE	MAINTENANCE	16.10
WATER	HD SUPPLY WATERWORKD	MAINTENANCE	384.27
	Total for Department 181		6,009.33*
	Total for Fund 61		7,383.87*
	DAKOTA SUPPLY GROUP	MAINTENANCE	2,728.53
	DENNIS L. RICK LTD	ATRR ATTACH "O" FILING	715.00
	WERNER ELECTRIC	MAINTENANCE	718.36
	WESCO DISTRIBUTION,	MAINTENANCE	2,924.28
	Total for Department		7,086.17*
ELECTRIC	CANNON TECHNOLOGIES	MAINTENANCE	6,626.43
ELECTRIC	CITIZEN PUBLISHING C	ADVERTISING	303.75
ELECTRIC	COTTONWOOD CO TREASU	DISPATCHING	187.50
ELECTRIC	WASTE MANAGEMENT OF	HAUL GARBAGE	81.08
ELECTRIC	DAKOTA SUPPLY GROUP	MAINTENANCE	265.51
ELECTRIC	HIGLEY FORD	MAINTENANCE	185.84
ELECTRIC	JOHNSON HARDWARE	MAINTENANCE	18.50

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount

ELECTRIC	KDOM RADIO	ADVERTISING	465.00
ELECTRIC	MCDONALD & SCHRAMMEL	LEGAL FEES	95.00
ELECTRIC	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.78
ELECTRIC	MIDWEST DATA, INC	SPECIAL SERVICES	50.12
ELECTRIC	MIDWEST DATA, INC	UTILITY BILLING	804.05
ELECTRIC	MN DEPT OF COMMERCE	ASSESSMENT	1,063.72
ELECTRIC	PAMIDA	SUPPLIES	91.68
ELECTRIC	DENNIS L. RICK LTD	AUDIT SERVICE	1,250.00
ELECTRIC	RESCO	INVENTORY	265.62
ELECTRIC	RUNNING'S SUPPLY	MAINTENANCE	595.21
ELECTRIC	SCHWALBACH HARDWARE	MAINTENANCE	36.68
ELECTRIC	STONER INDUSTRIAL, I	SERVICE	67.96
ELECTRIC	UTILITIES PLUS ENER	MAINTENANCE	2,461.80
ELECTRIC	DEPARTMENT OF ENERGY	POWER COST	80,597.49
ELECTRIC	WINDOM AREA DEVELOPM	INDUSTRIAL DEVELOPMENT	1,200.00
ELECTRIC	ZIEGLER, INC.	MAINTENANCE AGREEMENT	15,840.00
ELECTRIC	ZIESKE LAND SURVEYIN	SERVICE	1,653.00
	Total for Department 182		114,211.72*
	Total for Fund 62		121,297.89*
SEWER	ANALYTICAL PRODUCTS	MAINTENANCE	230.00
SEWER	BRAUN PUMP & CONTROL	MAINTENANCE	2,459.23
SEWER	COTTONWOOD CO TREASU	DISPATCHING	100.00
SEWER	WASTE MANAGEMENT OF	HAUL GARBAGE	81.47
SEWER	DAN'S OFFICE SUPPLY	SUPPLIES	134.44
SEWER	ELECTRIC PUMP	MAINTENANCE	2,883.95
SEWER	HAWKINS, INC	CHEMICALS	475.53
SEWER	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.77
SEWER	MIDWEST DATA, INC	SPECIAL SERVICES	50.12
SEWER	MIDWEST DATA, INC	UTILITY BILLING	804.05
SEWER	MN VALLEY TESTING	TESTING	2,184.00
SEWER	DENNIS L. RICK LTD	AUDIT SERVICE	750.00
SEWER	RUNNING'S SUPPLY	MAINTENANCE	64.93
SEWER	SCHWALBACH HARDWARE	MAINTENANCE	60.77
SEWER	STAPLES OIL CO	FUEL	2,283.47
SEWER	CLOVERLEAF TOOL CO	MAINTENANCE	1,651.58
	Total for Department 183		14,219.31*
	Total for Fund 63		14,219.31*
ARENA	CENTER STOP	MERCHANDISE	22.00
ARENA	CITIZEN PUBLISHING C	ADVERTISING	405.00
ARENA	COCA-COLA BOTTLING C	MERCHANDISE	36.06
ARENA	COTTONWOOD-SLAYTON V	VETERINARY SERVICE	220.00
ARENA	WASTE MANAGEMENT OF	HAUL GARBAGE	125.33
ARENA	FERRELLGAS	GAS	6.78
ARENA	FRANKS SHOE REPAIR	MAINTENANCE	6.00
ARENA	GDF ENTERPRISES, INC	MAINTENANCE	292.67
ARENA	SUNSHINE FOODS	SUPPLIES	158.47

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ARENA	A H HERMEL CANDY & T MERCHANDISE		147.47
ARENA	JANITOR'S CLOSET, LT SUPPLIES		47.93
ARENA	KDOM RADIO	ADVERTISING	70.00
ARENA	LAMPERTS YARDS, INC.	MAINTENANCE	13.58
ARENA	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	5.77
ARENA	MESSER MACHINE & MFG	MAINTENANCE	288.12
ARENA	MN DEPT OF HEALTH	HOSPITALITY FEE	35.00
ARENA	DENNIS L. RICK LTD	AUDIT SERVICE	500.00
ARENA	SCHWALBACH HARDWARE	MAINTENANCE	25.88
ARENA	STONER INDUSTRIAL, I	SERVICE	9.52
ARENA	CARQUEST AUTO PARTS	MAINTENANCE	125.68
	Total for Department 184		2,541.26*
	Total for Fund 64		2,541.26*
RIVERBLUFF TOWNHOMES	DENNIS L. RICK LTD	AUDIT SERVICE	500.00
	Total for Department 186		500.00*
	Total for Fund 66		500.00*
ECONOMIC DEVELOPMENT	CITIZEN PUBLISHING C	ADVERTISING	348.00
ECONOMIC DEVELOPMENT	DAN'S OFFICE SUPPLY	SUPPLIES	365.67
ECONOMIC DEVELOPMENT	MCDONALD & SCHRAMEL	LEGAL FEES	190.00
ECONOMIC DEVELOPMENT	DENNIS L. RICK LTD	AUDIT SERVICE	350.00
ECONOMIC DEVELOPMENT	SUBWAY	EXPENSE	30.87
ECONOMIC DEVELOPMENT	LAMAR	SIGN AND INSTALLATION	825.00
ECONOMIC DEVELOPMENT	PUETZ CORPORATION	MAINTENANCE	880.00
	Total for Department 187		2,989.54*
	Total for Fund 67		2,989.54*
RIVERBLUFF ESTATES	JERRY'S REPAIR	MAINTENANCE	7.06
RIVERBLUFF ESTATES	DENNIS L. RICK LTD	AUDIT SERVICE	450.00
	Total for Department 166		457.06*
	Total for Fund 68		457.06*
TELECOMMUNICATIONS	BLUEHIGHWAYS	SUBSCRIBER	27.34
TELECOMMUNICATIONS	WASTE MANAGEMENT OF	HAUL GARBAGE	71.96
TELECOMMUNICATIONS	GODFATHER'S PIZZA	EXPENSE	48.96
TELECOMMUNICATIONS	GRAYBAR ELECTRIC CO	MAINTENANCE	1,704.07
TELECOMMUNICATIONS	KDOM RADIO	ADVERTISING	152.00
TELECOMMUNICATIONS	MCDONALD & SCHRAMEL	LEGAL FEES	19.00
TELECOMMUNICATIONS	MERCURY NETWORKS, IN	REPAIR	534.09
TELECOMMUNICATIONS	MIDWEST DATA, INC	SPECIAL SERVICES	224.41
TELECOMMUNICATIONS	MIDWEST DATA, INC	UTILITY BILLING	2,412.18
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	SUBSCRIBER	26.29
TELECOMMUNICATIONS	NATIONAL EMERGENCY N	COMPANY IDENTIFIER	200.00
TELECOMMUNICATIONS	QWEST COMMUNICATIONS	DIRECTORY LISTING	301.45
TELECOMMUNICATIONS	ONVOY	BANDWIDTH BILLING	5,307.17

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
TELECOMMUNICATIONS	ONVOY	SS7 SERVICE	1,384.30
TELECOMMUNICATIONS	PAMIDA	SUPPLIES	17.10
TELECOMMUNICATIONS	DENNIS L. RICK LTD	AUDIT SERVICE	8,025.00
TELECOMMUNICATIONS	RON'S ELECTRIC	MAINTENANCE	188.57
TELECOMMUNICATIONS	SCHWALBACH HARDWARE	MAINTENANCE	5,692.39
TELECOMMUNICATIONS	SOUTHWEST/WEST CENTR	TECH SERVICE	833.33
TELECOMMUNICATIONS	STONER INDUSTRIAL, I	SERVICE	38.14
TELECOMMUNICATIONS	WOODSTOCK TELEPHONE	SERVICE	186.67
	Total for Department 199		27,394.42*
	Total for Fund 69		27,394.42*
	Grand Total		263,020.84*



Coalition of Greater Minnesota Cities

CGMC in Brief

June 5, 2008

Contact: Tim Flaherty
651.225.8840

CGMC Board Accepts President's Resignation

At the June 5th Board of Directors meeting, the Board accepted Mayor Tom Kuntz' resignation from his post as CGMC president. Mayor Kuntz will be running for the House seat previously occupied by Rep. Connie Ruth (R-Owatonna) and seeking the Republican endorsement for the district. The CGMC Board thanks Mayor Kuntz for his service and wishes him the best of luck in his future endeavors.

In accordance with the Coalition's bylaws, 1st Vice President Mayor Wayne Wolden will serve as acting president for the remainder of the term until the position is elected at the CGMC summer conference. The Board also designated Mayor Wolden as the CGMC representative on the League of Minnesota Cities Board for the term starting July 1st.

Governor Signs Tax Bill into Law

On May 29, Governor Pawlenty signed the tax bill into law, which delivers \$42 million in LGA. To see your city's estimated LGA allotment, visit the News section of www.greatermncities.org.

CGMC Events Reminder

Join us at the following events this summer to learn how the past and upcoming legislative sessions will impact Greater Minnesota.

CGMC Breakfast

CGMC will be presenting its final report of the 2008 legislative session during the League of Minnesota Cities annual conference. Join us **Thursday, June 12 from 7:00 – 8:30 a.m.** at the Rochester Mayo Civic Center to learn what the previous session's results mean for Greater Minnesota and how the state's continuing budget problems may affect your city.

CGMC Summer Conference

This year's Summer Conference is being hosted by Mankato, North Mankato, and New Ulm and will be held **July 30 – August 1, 2008**. Visit www.greatermncities.org/calendar for the agenda, registration form, and map. Please submit your registration form by July 18. Reservations may be made at the following hotels:

Hilton Garden Inn, Downtown Mankato

20 Civic Center Plaza
Mankato, MN 56001
507-344-1111

Holiday Inn, Civic Center

101 East Main Street
Mankato, MN 56001
507-385-3506

CGMC group rates (+tax):

- \$89 for standard king/double queen
- \$129 for junior suites
- \$199 for executive suites

CGMC group rates (+tax):

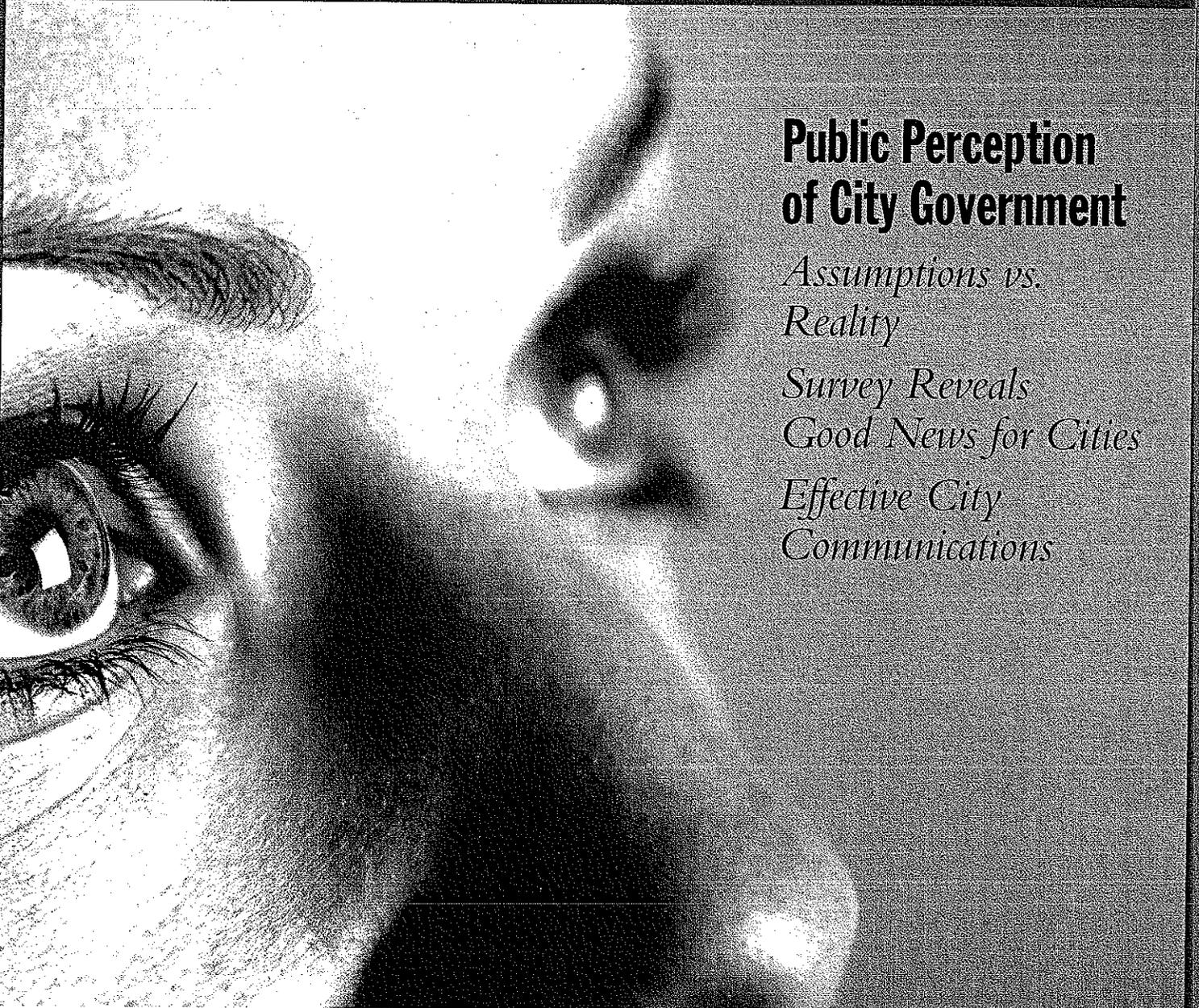
- \$79 for queen or double
- \$89 for king and poolside



MINNESOTA CITIES

A Publication of the League of Minnesota Cities

May 2008/Volume 93, Issue 5



Public Perception of City Government

*Assumptions vs.
Reality*

*Survey Reveals
Good News for Cities*

*Effective City
Communications*



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STEVE NASBY

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The Real Meaning of Teamwork

By Jim Miller

I hope I don't alienate anyone by admitting that I am a dyed-in-the-wool Green Bay Packers fan. And, as with most fans, I have innumerable blind spots when it comes to the weaknesses or missteps of my favorite team. Sometimes, however, something so egregious happens that it forces a reality check.

So it was for me when I read an article about former Packers General Manager Ron Wolf's recent criticism of then-Packers Coach Mike Holmgren for decisions he made during the team's loss to Denver in Super Bowl XXXII. Wolf allegedly claimed Holmgren was "pig headed" and more interested in "showing off" than in adjusting his game plan in ways that, Wolf argued, might have made a difference in the outcome.

Wolf's comments understandably generated considerable publicity, and not of the positive sort. And, while the game in question was played 10 years ago, I am sure his public statements stirred up non-productive emotions among current players and coaches.

The *Star Tribune* last summer described similar ill-chosen comments made in a much different venue. In this instance, a former state official publicly blamed staff for errors resulting in significant overpayment of employee wages during that official's term of office. The article further indicated that this official had been overpaid for mileage reimbursement, which the former official also attributed to staff error, noting that the reimbursements were initially miscalculated by one employee and approved by another who failed to catch the mistake.

Regardless of whether there was validity to the comments made by Wolf and the state official, their failure to recognize that they, as leaders, bore ultimate responsibility was a damaging oversight. Of course, such examples

are not unique to professional football organizations or state agencies. The "it's not my fault" syndrome seems to have found fertile ground in many organizations, including local governments.

When such occurrences are unique or at least rare, their negative impacts may be transitory. Unfortunately, such episodes are not anomalies in some cities, but rather part of the culture. When that happens, there is severe dysfunction often leading to lost productivity, staff turnover, and sometimes litigation.

Of course, circumstances differ from city to city, but all too frequently it seems to involve elected officials publicly criticizing staff members either for outcomes with which they disagree or that somehow failed to meet expectations. Even when the elected official's concern is not misplaced, when staff is chastised publicly, the impact on morale is deadly, not just for the employees involved, but also for the entire organization. After all, who really wants to work in an organization where performance is publicly scrutinized at practically every council meeting?

In such an environment, employees' focus shifts from how they can best do their jobs to how they can survive in their jobs or how soon they can find another one. That, in turn, stifles risk-taking. Staff members' energy is focused on making politically safe recommendations and simply getting through the next council meeting (or election), rather than on making creative and perhaps courageous recommendations to the council. In the end, neither the council nor the community is well-served.

It is not the council's job to make the staff happy. In fact, a very important part of the council's responsibility is to hold staff accountable for its performance in implementing council direction. However, like it or not, staff and council are a team, meaning both should share the credit when things go well and the

responsibility when they don't. Staff performance must be judged against the council's collective and agreed upon expectations and not those of its individual members; staff should not become the public scapegoat when those expectations are not met.

This will become even more critical in the years to come. Finding good employees is never a cinch, but it will become even more difficult as the public sector feels the full impact of baby boomer retirements. Local governments will increasingly be competing for a dwindling labor force, which may become even more difficult in specific fields such as finance and engineering.

Local governments increasingly will be challenged to "do more with less" and otherwise find new and better ways of meeting the public's needs. That will demand visionary political leadership, but also retaining the best possible staff.

Yet, those local governments with a public history of rancorous council/staff relationships are not likely to fare well in attracting and keeping the most competent employees in such a competitive environment.

Much of what it takes to make local governments successful costs money; building and maintaining infrastructure and equipment, and paying competitive wages and benefits will become increasingly expensive. Elected officials may not have a lot of control over such factors, but they can create an environment where staff see themselves as partners with the council and not as adversaries. That is not only cost-free, but one of the most important things councils can do to ensure the future of their communities. ■

Jim Miller is executive director of the League of Minnesota Cities. Phone: (651) 281-1205. E-mail: jmillers@lmc.org.

Give Your Citizens Something to Feel Good About

By Kevin Frazell

Pessimistic, cynical, financially insecure, and distracted. Those are terms the research firm Decision Resources uses to characterize the most recent attitudes they've found among Minnesota citizens. Yes, this is the same firm that found the surprisingly glowing attitudes toward cities and city officials in a survey for the League of Minnesota Cities (LMC) (see article on page 4). A contradiction? Maybe it's an opportunity for cities.

What has citizens in such a negative mood? The economy, health care, the Iraq war, rising property taxes, and collapsing bridges are among the issues vying for top billing—mostly things over which city officials have little or no control. But general negativism about government can rub off on the local level.

For city officials, there is good and bad news in all of this. In one of the most astounding and reassuring findings from the LMC survey, 98 percent of respondents said their city government is very or at least somewhat important in providing the quality of life they prize. Citizens know that without key municipal services like public safety and road maintenance, their quality of life wouldn't be the same. But sandwiched in the positive results, citizens also expressed concerns about local government being wasteful and slow. The lesson for city officials in all this data is: communicate, communicate, communicate! Here's what you can do:

Tell the city story. When a road is repaired, a major crime solved, a stormwater problem addressed, or a new business opened, get the word out! Encourage the local media to do a feature article. Talk about it at your council meeting, on your cable television show,

in town hall forums, in your city newsletter, and on your web site.

Be honest. Not everything in your city will be a total success. Talk about the dilemmas you face. Be clear that you understand and appreciate both sides of key issues. Share the challenge of balancing reasonable taxes with the demand for city services. Knowing that their position was at least considered will go a long way in satisfying people whose positions don't ultimately prevail.

Model respect and civility. City officials should openly discuss issues and express honest differences of opinion. But this should never transition into personal attacks, name calling, or scapegoating. Demonstrate that city hall is a safe place to voice one's point of view.

Share information freely. An informed and educated citizenry is an effective citizenry. As we all know, in this Internet age, *nothing* is secret for very long. Your city documents, records, and information should be no different. Unless something is classified as private or confidential under the Data Practices Act, it should be accessible to all citizens. Key materials like your city code, council packets, and minutes should be on your web site. Otherwise, you invite distrust. Make sure your communications are in language that citizens can understand. Avoid acronyms and language that only insiders can interpret.

Foster an attitude of public service. From the city hall receptionist to the police officer on the street, public interactions with your staff should be professional, courteous, and friendly. Hire people who display an attitude of public service. Acknowledge and reward those who do it well; set expectations for change when it doesn't happen. And as important as anything, treat your city employees with the same respect, dig-

nity, and affirmation that you expect them to use with your citizens. It will speak volumes about how your city wants to do business.

Take care of your physical assets. Some studies show that citizens base their judgment of how well the city is run on one thing—street condition! Why? Because streets are visible and easy to assess. But the condition of other municipal infrastructure makes a difference as well. Are the parks mowed and tidy? Is the sewage treatment plant largely odor-free? And what kind of message does the city hall building send?

Finally, engage citizens as citizens. Employing concepts of good customer service is great, but your residents are more than customers, they're citizens. Treat them like citizens. Challenge them to think about their own obligations to build and maintain the community. Use surveys to ask them what they think about important city issues. Hold town hall meetings just to talk about visions, priorities, and projects. Make your web site a place for input, or even better, for community discussion forums.

Governing your city is never easy. More often than not, it's going to be messy and time-consuming. But it can also be immensely rewarding. Never underestimate the ability of everyday citizens to make a positive difference if you'll just communicate. As one wise councilwoman put it, "The people aren't stupid. If you give them good information, they'll give you good answers!" ■

Kevin Frazell is member services director with the League of Minnesota Cities. Phone: (651) 281-1215. E-mail: kfrazell@lmc.org.