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Council Meeting  
Tuesday, November 16, 2010  
City Council Chambers  
7:30 p.m.

**AGENDA**

Call to Order

Pledge of Allegiance

1. Approval of Minutes
  - Council Minutes–November 2, 2010
2. Consent Agenda
  - Minutes
    - Park & Recreation Commission – November 8, 2010
    - Library Board – November 9, 2010
    - Street Committee – November 9, 2010
    - Tree Commission – November 10, 2010
3. Department Heads
4. Public Hearing – Petition to Amend EDA Enabling Resolution
5. Good Samaritan Society – Windom – Private Street Naming
6. Park Control Burn Request
7. Tree Commission By-Laws
8. Personnel Committee Recommendations – Police Department
9. HP Suds Contract
10. TKDA Airport Consultant Professional Service Agreement
11. Regular Bills
12. Unfinished Business
13. New Business
14. Council Concerns
15. Adjourn



**Council Meeting  
Windom City Hall, Council Chamber  
November 2, 2010  
8:05 p.m.**

1. Call to Order: The meeting was called to order by Mayor Kruse at 8:05 p.m.

2. Roll Call: Mayor: Kirby Kruse

Council Members: Jean Fast, Corey Maricle, Robert Messer, Bradley Powers and JoAnn Ray

Council Members Absent: None

City Staff Present: Steve Nasby, City Administrator; Dan Olsen, Telecom Manager and Terry Glidden, Telecom

Public Present: None

3. Pledge of Allegiance

4. Approval of Minutes:

**Motion by Fast second by Ray, to approve the City Council minutes from October 19, 2010 for the regular meeting and budget workshop. Motion carried 5 – 0.**

5. Consent Agenda:

Kruse said that minutes were received from the following Boards\Commissions:

- Economic Development Authority – October 25, 2010
- Community Center Commission – October 25, 2010
- Telecommunications Commission – October 26, 2010
- Airport Commission – October 27, 2010

**Motion by Maricle second by Messer, to approve the consent agenda. Motion passed 5 - 0.**

6. Department Heads:

None

7. Telecommunications Commission Recommendations:

Dan Olsen, Telecommunications Manager, said that WindomNet had a new commercial product offering which is a 7\7 megabyte high capacity internet package. This package would be offered as a companion package to the high capacity telephone product. Customers would have to have the high capacity telephone product to qualify for the 7\7 high capacity internet package. The rate for the 7\7 high capacity internet package is being

Preliminary

set as \$199.00 per month. The Telecommunications Commission has recommended the creation of this product and rate.

**Council member Messer introduced the Resolution No. 2010-40 entitled “RESOLUTION ESTABLISHING RATES, CHARGES AND FEES FOR TELECOMMUNICATIONS ENTERPRISE FUND” and moved its adoption. The resolution was seconded by Maricle and on roll call vote: Aye: Powers, Ray, Fast, Maricle and Messer. Nay: None. Absent: None. Resolution passed 5 – 0.**

Olsen continued with the presentation of four contracts for telecom services between the City and Onvoy Voice Services. WindomNet currently has contracts for these services with Onvoy and we are 26 months into the three year agreement. The offering by Onvoy to extend these contracts for another three years would save approximately \$400\month and enable Telecom to remain consistent with its offerings, software, hardware, etc. The agreements cover OVS and INS, CNAM, 800DB and LNP services.

**Motion by Messer, seconded by Maricle, to approve all four of the agreements with Onvoy Voice Services as presented. Motion carried 5 – 0.**

8. Regular Bills:

**Motion by Powers, seconded by Ray to approve the regular bills. Motion carried 5–0.**

9. Contractor Payment:

Kruse said a pay request from Hjerpe Construction had been reviewed and submitted by the engineers for payment of \$24,952.09. Nasby said this is the final payment for the 2009 Street project.

**Motion by Messer, seconded by Fast to approve the contractor payment to Hjerpe Construction in the amount of \$24,952.09. Motion carried 5 – 0.**

10. Unfinished Business:

None

11. New Business:

Nasby said that there was a resolution at the City Council table for the extension of a Joint Powers Agreement between the City and State of Minnesota for continuation of the Sexual Predator Taskforce. The contract extension was only received by the State on Monday, November 1 and they were requesting timely action. Nasby had spoken to Police Chief Shirkey and he strongly recommends the continuation of our involvement with this taskforce.

**Council member Maricle introduced the Resolution No. 2010-41 entitled “AUTHORIZATION TO EXECUTE AMENDMENT TO STATE OF MINNESOTA JOINT POWERS AGREEMENT FOR CHILD SEXUAL PREDATOR PROGRAM” and moved its adoption. The resolution was seconded by Fast and on roll call vote:**

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**Aye: Ray, Fast, Maricle, Messer and Powers. Nay: None. Absent: None. Resolution passed 5 – 0.**

Kruse said that another budget workshop is needed to set the final budget and levy. The meeting was set for 6:00 p.m. on November 16, 2010, which is prior to the next regular meeting.

12. Council Concerns:

None

13. Canvas Election Returns and Declare the Results of the Election:

Nasby said that State law provides that the canvas of the election results must be done between three and ten days following the election. A resolution for the canvas will be completed with the results for the Council's consideration. Consensus of the City Council to meet on Monday, November 8 at 5:00 pm to act on the resolution.

Mayor Kruse recessed the meeting at 8:23 p.m. and announced its reconvening at 5:00 pm on Monday, November 8, 2010.

The reconvened meeting was called to order at 5:05 p.m.

Call to Order: The meeting was called to order by Mayor Kruse at 5:05 p.m.

Roll Call: Mayor: Kirby Kruse  
Council Members: Corey Maricle, Robert Messer and Brad Powers  
Council Members Absent: Jean Fast and JoAnn Ray  
City Staff Present: Brigitte Olson, Assistant City Administrator  
Public Present: None

Mayor Kruse said that there is a resolution in their packet to Canvas the Election Returns, and requesting an introduction of this resolution.

**Council Member Maricle introduced the Resolution No. 2010-42, entitled "A RESOLUTION CANAVASSING THE ELECTION RETURNS FOR THE CITY ELECTION AND DECLARING THE RESULTS OF THE ELECTION", and moved its adoption. The resolution was seconded by Powers and on roll call vote: Aye: Maricle, Messer and Powers. Nay: None Absent: Fast and Ray. Resolution passed 3-0.**

14. Bruce Caldwell requested a Control Burn Adjacent to the Windom Recreation Area:

Discussion was held on the control burn adjacent to the Windom Recreation Area. Messer did not feel that a burn in the draw was appropriate for this time of year, as the plants could

Preliminary

not get established properly and therefore he felt that the Smedsrud property could have a flooding issue. Maricle and Powers felt that they wanted to look at the location to make a determination. The discussion is tabled for the next City Council Meeting.

**Motion by Powers, seconded by Maricle to adjourn the City Council Meeting at 5:20 p.m. Motion carried 3-0.**

\_\_\_\_\_  
Kirby Kruse, Mayor

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

**PARK AND RECREATION COMMISSION MEETING  
MINUTES NOVEMBER 8, 2010**

1. Call to Order: The meeting was called to order by Terry Fredin at 5:17p.m. at city hall.
2. Roll Call:

Commission Present:	Terry Fredin, Kay Clark, & Jeff LaCanne
Commission Absent:	Angie Blanshan & Sherri Zimmerman
City Staff Present:	Recreation Director Al Baloun & Park Superintendent Bruce Caldwell
Council Liaisons:	Corey Maricle & JoAnn Ray absent
Public:	None
3. Approve Agenda  
**Motion by LaCanne, seconded by Clark to approve agenda with changes**  
**Motion Carried Unanimous**
4. Approve Minutes, October 11, 2010  
**Motion by LaCanne, seconded by Clark**  
**Motion Carried Unanimous**
5. Recreation Director's Report - Al Baloun
  1. Arena Items:
    - a. Concessions Room Improvements Update:  
Reconstruction is continuing and the projected date for usage will be around November 18<sup>th</sup>.
    - a. Arena Roof: the roof repairs were covered under the cities insurance policy which will help the 2011 budget.
    - b. Studio Rink: staff is currently installing mats with completion by the weekend. Building ice on this rink is considerably slower than the main rink and Baloun is hopeful the rink will be open for usage December 1<sup>st</sup>.
    - c. Locker Room - Cell Phone - Camera & Video Policy Baloun and Clark updated the commission concerning the newly mandated Minnesota Hockey Association Policy for the locker rooms usage. That policy states no youth can be in the locker rooms without adult supervision and no one is permitted to use cell phones, cameras or video equipment in those areas also. The Windom Hockey Association and Arena staff will work together to police these areas and enforce the policy.
6. Recreation Programming, Field Scheduling and Maintenance Discussion: Al Baloun & Bruce Caldwell The commission was brought up to date concerning the decision by the City Council to have Mr. Steve Nasby City Administrator contact the Windom School District to discuss the possibility of combining services for the recreation programs, scheduling and ball field maintenance. Baloun said he and Mr. Nasby along with a couple school representatives met on November 5<sup>th</sup> and discussed some options. Following Baloun's update, the Park & Recreation Commission stated they must be involved in these discussions and any decision making. It took several years and a lot of hard work by the Commission to structure our current program. One major concern is if the school takes over the recreation programming the Park Commission will be taken completely out of the management and services may suffer. Additionally they are concerned who will have control of the WRA ball field complex if the school takes over operations and who will be responsible for damage, maintenance, long term improvements and repairs to the system.

Caldwell submitted information showing estimated costs for materials and labor if city staff takes care of the ball field maintenance which includes; prep work on infields prior to games for all users including school, youth recreation programs and adult softball leagues.

Following this years school softball and baseball program, Caldwell stated to the Commission that he wanted to discontinue field prep work for them. This was due to the time element of their early season and the shortage of city staff to get the fields ready for games. He also expressed his disappointment when games were not cancelled when there was inclement weather, preventing infield prep work and not being done properly or in a timely manor. At that time Caldwell suggested the city and school should renegotiate a new contract and let them take over their ball field prep work and if that wasn't an option then the city could look into the possibility of contracting the field prep work to a private source then pass that cost to all the user groups accordingly.

The Park Commission will discuss this further with the City Administrator, City Council and School District so that a workable compromise can be achieved. If needed a special meeting with the Commission can be arranged.

7. Open Mike:

LaCanne; He stated that with the Windom Schools getting out early in the spring and starting in August that perhaps the summer recreation programs should start earlier this next year. The Commission will discuss there options further at the next meeting.

Fredin; asked Caldwell about the flooding problems at Island Park. Caldwell stated that most of the repairs have been completed and he will be meeting with FEMA on November 9<sup>th</sup> to discuss where we are in relationship to what has been completed and what still needs to be done.

Fredin; asked about the damage at the shelter house at Island Park following the high winds recently. Caldwell said the damage wasn't as bad as expected and repairs will be done yet this fall weather permitting or in the early spring

Baloun; he is working on scheduling horse shows for the 2011 season.

8. Meeting Adjourned at 6:25 P.M.

**Next Park & Recreation Meeting December 13, 2010 5:15 p.m. Council Chambers**

Windom Library Board Meeting  
Windom Library  
November 9, 2010  
5:05 p.m.

1. Call to order: The meeting was called to order by Jan Johnson at 5:10 p.m.
2. Roll Call:
  - Members Present: Kathy Hiley, Mary Erickson, Anita Winkel, Beth Fleming, Charles Reid, Johns Duscher and Jan Johnson
  - Members Absent: None
  - Library Staff Present: Joan Hunter
  - City Council Member Present: None
3. Agenda and Minutes

Motion by Anita Winkel, seconded by Charles Reid to approve the Agenda and the Minutes.
4. Financial Report:

Motion by Kathy Hiley and seconded by Mary Erickson to approve the Financial Report.
5. Librarians Report:

Joan reported that Dawn has been hosting and visiting Busy Bee classes. The story time that was held over MEA sadly had zero attendance.

Joan attended training in Slayton on the West Law service that is available at our library. A lady from Slayton will be at our library next week for 2 hours to assist senior citizens who have questions about Medicare part D.

Motion by John Duscher and seconded by Beth Fleming to approve the librarian's report.
6. Old Business:

Joan reported that Don Fossing is putting a bid together for replacement bookshelves. Dawn had people from Sentenced to Serve move the boxes of discarded books and audio tapes to the basement.
7. New Business:

None
8. New Book Suggestions:

The board presented their suggestions.
9. Adjourn:

Motion by Charles Reid, seconded by Anita Winkel to adjourn.

Meeting adjourned at 5:22 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary

**STREET COMMITTEE  
MINUTES  
NOVEMBER 9, 2010**

Call to Order: The meeting was called to order at 4:15 P.M. at City Hall.

Members Attending: Committee Members Attending - Brad Powers & JoAnn Ray

City Staff Present: Street Superintendent Bruce Caldwell & Representative Craig Mueller from Wenck Engineering

Public: Shannon LaCanne & Bonnie Fredrickson

1. Safe Routes to School Discussion with Shannon LaCanne & Bonnie Fredrickson

The committee and guests discussed some options to help provide safe routes to our schools. Both groups understood the city's budget shortage for additional projects so efforts will be made to find other sources of funding by the Safe Routes to School group. The following items were agreed on at minimal costs to the city;

- a. Prior to this winter "weather permitting" city staff will re-paint the crosswalks by Winfair and Area Central High School. They will be changed from the traditional white to yellow paint and add yellow hash marks between the lines to make them more visible to traffic and pedestrians.
- b. The city will install additional reflector strips on the crosswalk sign posts that are already in the boulevards so they are more visible to traffic.
- c. Safe Routes to School group will purchase portable crosswalk signs. These will be placed in the crosswalks by the both schools by school personnel each day when schools are in operation.

2. 18th avenue storm water discussion: Craig Mueller from Wenck Engineering shared more options concerning the storm sewer system on 18<sup>th</sup> avenue following the October 19<sup>th</sup> council meetings referral back to Street Committee.

The group reviewed an option that would add new and replace all of the old culverts on the west side of 18<sup>th</sup> avenue starting at the north entrance of Red Leaf Court going south to River Road. These culverts would be much larger so that they would accommodate a large water flow in the event of a heavy rain storm or excessive spring runoff.

Looking at this option the committee was extremely concerned about the final lay of the ditch due to the depth of the excavation needed to make the water flow to River Road. The committee instructed Mueller to draw up some diagrams showing the side views at several stages along 18<sup>th</sup> avenue to determine the actual depth of the ditch following excavation. One major concern was how the residence would be able to take care of grass maintenance in the ditch due to the increased depth.

Mueller and the committee still agreed that we should investigate the possibility of getting some additional aid from the county and township due to the large watershed outside of the city limits. The Committee member instructed Caldwell and Mueller to discuss this further with the City Administrator Nasby and City Attorney McDonald and report back to the committee at the next meeting.

Continued Next Page

3. Storm Sewer River Road Discussion: Caldwell stated that his staff has been working on the storm sewer outlets that run into the river along River Road. They are having some difficulty with drainage due to the large amount of sediment and weed growth at the outlets. Most of the work is done by hand labor because it would be impossible to use a backhoe due to their locations.
  
4. Street Department Shop Roof & Insulation Repairs following heavy rains in September. We are currently working with the cities insurance company and FEMA to possibly help pay for the repair work. City staff has been doing some of the repairs on the roof. They are replacing all the screws that hold down the steel roofing and patching some bad areas with sealants. We have found that some of the steel roof and ridge cap need to be replaced but the manufacture of that material is no longer in business so currently we are unable to proceed further on those areas. We are working with the local lumber yard to come up with a plan to make the necessary repairs. It is possible that all the steel roofing on the east half of the building will have to be replaced.  
The ceiling insulation was saturated from the rain in the east half of the shop building. We had an insulation company come and look at the shop and they said the current insulation material has low "R" factor in which they said it's basically a one inch moisture barrier. If we would hire them they would remove the old insulation material from the ceiling then they would add three inches of spray on foam insulation which would increase the "R" factor to around thirty. In the long term we would see a large savings on the heating budget. The same insulation material on the ceilings was used on the walls when the building was constructed. That has received moisture damage as well but not as bad as the roof area so at this time we are only looking at repairing the roof and ceiling insulation. The insulation contractor said they can not proceed until the bad areas on the roof are repaired properly.
  
5. Meeting was adjourned at 6:20 p.m.



## City of Windom Staff Report

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**To:** Mayor and Windom City Council  
**From:** Mary Hensen, EDA Admin. Asst.  
**Date:** November 9, 2010  
**Council Meeting Date:** November 16, 2010  
**Item Title/Subject:** **PUBLIC HEARING – AMENDMENT OF SECTION 5.C. OF RESOLUTION #98-23**

### Background:

On October 19, 2010, EDA Executive Director Aaron Backman appeared before the City Council and presented a petition from the EDA requesting the amendment of Section 5.C. of Resolution #98-23. (Attached are copies of Pages 3 and 4 of Resolution #98-23.) It is necessary to amend this section to bring it into conformance with Minnesota Statutes regarding the length of EDA commissioners' terms.

The section would be amended to provide for the statutory six-year terms for EDA At Large Commissioners. The terms of the current At Large EDA Commissioners would be extended proportionately to fulfill the six-year requirement. The amendment also contains a provision to address at large commissioners who are appointed to serve for a period of less than 36 months.

On October 19, 2010, the City Council adopted a resolution setting a public hearing for November 16, 2010, concerning the proposed amendment.

Attached, for your review, is a copy of the proposed Resolution Amending Resolution #98-23, Section 5.C.

**Requested Action:** Following the public hearing, please adopt the Resolution amending Section 5.C. of Resolution #98-23.

Respectfully submitted,

Mary Hensen, EDA Admin. Asst.

Attachments

**CITY OF WINDOM, MINNESOTA  
PUBLIC HEARING NOTICE**

Notice is hereby given that the City Council of the City of Windom (the "City Council") will hold a public hearing, pursuant to Minnesota law, to consider the amendment of Section 5.C. of Resolution #98-23 concerning the statutory length of terms for EDA Commissioners.

The proposed changes to Section 5.C. are as follows: (1) To establish six-year terms for at large commissioners; (2) to extend the terms of current at large commissioners for three years each to comply with the six-year term requirement; (3) to limit the number of terms an at large commissioner can serve to one six-year term; and (4) to provide that an at large commissioner who is appointed to fill a vacancy for less than 36 months may be re-appointed to serve a full six-year term. Elected officials shall serve for the term of their elected office. Said amendment will bring Section 5.C. into compliance with Minnesota Statutes Section 469.095.

**The public hearing will be held in the City Council Chambers at City Hall, 444 Ninth Street, Windom, Minnesota, on Tuesday, November 16, 2010, during the regular City Council Meeting which begins at 7:30 p.m.**

Members of the public may review a copy of the proposed amendment and supporting documentation, prior to the public hearing, at the Office of the Economic Development Authority of Windom in the Windom City Hall at 444 9<sup>th</sup> Street, Windom, Minnesota.

At the public hearing, all interested parties may appear and express their comments, either orally or in writing, for consideration by the City Council. Following the public hearing, the City Council will take action concerning the proposed amendment of Section 5.C. of Resolution #98-23.

BY ORDER OF THE WINDOM CITY COUNCIL  
Steven Nasby, City Administrator/City Clerk  
444 9<sup>th</sup> Street  
P. O. Box 38  
Windom, MN 56101  
Phone: 507-831-6129

Published: October 27, 2010 & November 3, 2010 (COTTONWOOD COUNTY CITIZEN)

**RESOLUTION # 2010-**

**INTRODUCED:**

**SECONDED:**

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

**CITY OF WINDOM**

**RESOLUTION AMENDING RESOLUTION #98-23, SECTION 5.C.**

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**WHEREAS**, Resolution #98-23, entitled "A Resolution Amending Resolutions 95-12 and 96-08 Establishing the Windom Economic Development Authority Pursuant to the Provisions of Minnesota Statutes, Chapter 469" (amendment of EDA "Enabling Resolution"), was adopted by the Windom City Council on September 15, 1998; and

**WHEREAS**, Section 5. "Governing Body", Paragraph C. of Resolution #98-23 sets forth the terms for EDA Commissioners; and

**WHEREAS**, the Economic Development Authority of Windom (the "EDA") has petitioned the City Council for the amendment of Section 5., Paragraph C. of Resolution #98-23 to bring the terms for EDA At Large Commissioners into compliance with state statutes and a copy of the proposed amendment has been presented to the City Council for consideration; and

**WHEREAS**, the City Council held a public hearing on November 16, 2010, concerning the proposed amendment to Resolution #98-23, as required by law, and has considered all comments made at the public hearing; and

**WHEREAS**, it is in the best interests of the citizens of Windom that Section 5., Paragraph C. of Resolution #98-23 be amended as set forth herein.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of Windom, Minnesota, as follows:

1. RESOLUTION #98-23 IS HEREBY AMENDED BY DELETING SECTION 5., PARAGRAPH C. IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING LANGUAGE:

**5.C. The initial terms for commissioners at large shall be for one, two and three years, respectively, and shall be extended to December 31<sup>st</sup> of the applicable year. At large commissioners shall thereafter be appointed for six-year terms. In compliance with this provision, the terms of the at large commissioners in office as of December 31, 2010, shall be extended as follows: The term ending December 31, 2010, shall be extended until December 31, 2013; the term ending December 31, 2011, shall be extended to December 31, 2014; and the term ending December 31, 2012, shall be extended to December 31, 2015. Thereafter, at large**

**commissioners shall serve no more than one six-year term. However, in the event that an at large commissioner is appointed to fill a vacancy on the Commission for a period of less than 36 months, said commissioner may be re-appointed to serve a full six-year term. Elected officials shall serve for the term of their elected office.**

2. ALL OTHER PROVISIONS OF RESOLUTION #98-23, ADOPTED ON SEPTEMBER 15, 1998, SHALL REMAIN IN FULL FORCE AND EFFECT.

Adopted this 16th day of November, 2010.

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Kirby G. Kruse, Mayor

ATTEST: \_\_\_\_\_  
Steven Nasby, City Clerk/City Administrator

- L. "Project Budget" means a financial budget containing the sources and uses of public funds to be expended in carrying out the public costs associated with a Project Plan for Project Area Plan. In the event any or all such public costs are to be paid with tax increment, the Project Budget shall constitute a "tax increment financing plan" as described in Section 469.175 of the Tax increment Act.
- M. "Project Plan" means a description of the development or redevelopment of property, including an estimated schedule, the property to be publicly acquired and the condition under which the Authority will exercise its right of eminent domain, if any, description of the public facilities to be constructed and the proposed reuse of private property.
- N. "Tax Increment Act" means Tax Increment Financing, Minnesota Statutes, Sections 469.174 to 469.179 as amended.

### SECTION 3. Legal Status.

The Authority shall be a public body politic and corporate and a political subdivision of the State of Minnesota. Its relationship to the Council and Mayor shall be governed by the Enabling Act, this Enabling Resolution and the various statutes under which it operates, including the Enabling Act, the Housing Act, the Development Act, the Industrial Bond Act, the Housing Bond Act and the Tax Increment Act; provided, that in the event there is a conflict between the terms of this Enabling Resolution and any such statute, the Enabling Resolution shall control and in the event there is a conflict between the Enabling Act and any such statutes, the Enabling Act shall control; provided further, that a statute granting authority shall not be deemed to be in conflict with a statute that grants less or no such authority.

### SECTION 4. Name.

The economic development authority created by the Enabling Act and this Enabling Resolution shall be known legally as the Economic Development Authority of Windom, MN (EDAWN).

### SECTION 5. Governing Body.

The powers of the Authority shall be vested in the commissioners thereof in office at any time, a majority of who shall constitute a quorum for all purposes.

- A. Membership of the Authority shall consist of five commissioners and two members on the City Council.
- B. The Mayor shall appoint the Authority commissioners with the approval of the City Council.
- C. The initial terms for commissioners at large shall be for one, two and three years respectively and shall be extended to December 31 of the applicable year. Elected officials shall serve for the term of their elected office and shall be extended to December 31 of the applicable year. Thereafter, all commissioners shall be appointed for three-year terms. At large commissioners shall serve no more than two consecutive terms.

- D. If a vacancy is created when a Council member ends council membership or other such vacancy occurs, the commission vacancy shall be filled by mayoral appointment with approval and consent of the Council; for the balance of the term.
- E. Commissioners of the Economic Development Authority shall be paid \$1.00, one dollar, for attending each regular or special meeting of the Authority. In addition to receiving pay for meetings, the Commissioners may be reimbursed for actual expenses incurred in doing official business of the Authority.

#### SECTION 6. Authority Officers.

The commissioners of the Authority shall elect officers as provided in Section 469.096 of the Enabling Act.

#### SECTION 7. Authority Staff.

- A. A Director of the Authority may be appointed by the City Council. The Director shall be empowered to hire such employees, agents and consultants as deemed proper and as further provided in the Enabling Act. The Director of the Authority shall have the following powers and duties:
  1. To see that all resolutions, rules, regulations, or orders of the Authority are enforced.
  2. To present in the Authority plans, studies and reports prepared for Authority purposes and recommended to the commissioners for adoption such measures as deemed necessary to enforce or carry out the powers and duties of the Authority or the efficient administration of the affairs of the Authority.
  3. To recommend to the commissioners for adoption such rules and regulations as deemed necessary for the efficient operation of the Authority's functions.
  4. To perform such other duties as may be prescribed by the commissioners.

#### SECTION 8. Reports.

- A. At least once annually, the Authority shall appear at a regularly scheduled Council meeting and report to the members of the public regarding the operational status of the Authority. Such report shall comply with Section 469. 100, Subdivision 4 of the Enabling Act and shall include a description of current and proposed projects as well as general development goals for the city.
- B. The Authority shall be responsible for all filings and reports required by the various statutes under which it operates. Copies of all such reports shall be provided to the Council and Mayor and shall be available to members of the public unless otherwise permitted or required by law.



# Memo

**To:** Mayor and Council Members  
**From:** Denise Nichols  
**CC:** Steve Nasby  
**Date:** 11/9/2010  
**Re:** Good Samaritan Society Campus - Naming of a Street

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Nancy Wepplo, Campus Administrator of the Good Samaritan Society Campus requested that the Council be informed regarding their plans and choice of a name for a private street located within their campus.

Attached is a copy of her letter dated November 2, 2010. This letter is provided as a courtesy notification to the City Council.

The street is located within a "Planned Unit Development" and has not been dedicated to the City. As such, it is considered a private street. The Good Samaritan Society is responsible for snow removal and all maintenance of the private street.

**Requested action: None needed - The Council is not required to take any action regarding the naming of a private street.**



705 6th St  
Windom, MN 56101-1814

Phone: 507-831-1788  
Fax: 507-831-0844  
www.good-sam.com

Sogge Memorial  
Remick Ridge Estates  
Mikkelsen Manor  
Home Care

November 2, 2010

Mr. Steven Nasby, City Administrator  
City Council  
City of Windom  
444 9th Street  
Windom, MN 56101

Dear Steve and Council:

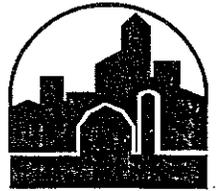
Please accept this letter as notice that The Evangelical Lutheran Good Samaritan Society d/b/a Good Samaritan Society-Windom is naming its new road on the southeast portion of their property, Hebbel Drive. This name was chosen to honor Helen Remick's parents, who were the original owners of said property.

We will be putting up street signs in the near future. If you should have any questions or concerns, please contact me at your earliest convenience. Thank you.

Sincerely,

Nancy E. Wepplo  
Campus Administrator

# MEMORANDUM



**CITY OF WINDOM**  
444 9th Street  
Windom, MN 56101  
Phone: 507-831-6129  
Fax: 507-831-6127  
[www.windom-mn.com](http://www.windom-mn.com)

**TO:** City Council

**FROM:** City Administrator and Fire Chief *[Signature]*

**DATE:** November 3, 2010

**RE:** Burning Request -- Parks Department

The Street and Parks Superintendent has contacted the Fire Chief about the possibility of burning the grassy area adjacent to the Windom Recreation Area and trail. The burn would be beneficial to the prairie grasses\flowers and to reduce the potential for grass debris to blow onto adjacent properties.

The Windom Fire Department could use the burn as part of its training exercises. The timeframe for the burn would be within the next two weeks, weather permitting.

As there is not an established policy for allowing burning within city limits, other than leaf burning, staff is requesting the City Council's approval to conduct this burn.

**Denise Nichols**

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**From:** "City of Windom Street & Parks Dept" <winst@windomnet.com>  
**To:** "Denise Nichols" <denise@windom-mn.com>  
**Sent:** Tuesday, November 09, 2010 10:58 AM  
**Attach:** Control Burn Area Map WRA 2010.JPG  
**Subject:** Fw: Controlled Burn WRA Question

----- Original Message -----

**From:** City of Windom Street & Parks Dept  
**To:** [Brigitte Olson](#)  
**Cc:** [bob Messer](#) ; [Brad Powers](#) ; [Corey Maricle](#) ; [Jean East](#) ; [JoAnn Ray](#) ; [Steve Nasby](#) ; [Kirby Kruse](#)  
**Sent:** Tuesday, November 09, 2010 10:50 AM  
**Subject:** Re: Controlled Burn WRA Question

FYI; The areas in the park with the tall grass was planted with wild prairie grass seed and a wild flower mixture a little over five years ago. The US Fish and Wildlife Service told me last year that it would be beneficial to have a controlled burn at the site. We are having a lot of problems with weed growth and they said a control burn would help alleviate that growth and periodically do other burns every 5 years or so.

We are unable to use any chemical control of weeds because the park is on the city well site. So I contacted the fire department to see if they could get this done yet this fall. After the high winds recently were having major problems with the tumble weeds blowing into the adjacent neighborhoods from the park making a big cleanup issue for those residences. The attached map will show basically where the burn needs to be done. It is highlighted in green. Bruce Caldwell

----- Original Message -----

**From:** [Brigitte Olson](#)  
**To:** [Bruce Caldwell](#)  
**Sent:** Tuesday, November 09, 2010 9:43 AM  
**Subject:** Controlled Burn

That discussion will be on the next agenda, as Messer did not feel that the plant growth has enough time to establish itself and was concerned about flooding the Smedsrud property. Powers and Maricle want to look at the location first before making a determination.

BO



**City of Windom Tree Commission  
BYLAWS**

**ARTICLE I        Name of Commission.**

Section 1. The name of this organization shall be the City of Windom Tree Commission.

**ARTICLE II        Authorization and Purpose.**

Section 1. The authorization for establishment of this Tree Commission is set forth in the City of Windom Charter, Chapter V, Section 5.02. The City of Windom Tree Commission was established by action of the Windom City Council on November 3, 2009.

Section 2. The Tree Commission is empowered to carry out all business and acts incidental to the proper conduct and management of affairs of the Commission.

Section 3. The purpose of the Tree Commission is to aid and advise the City Council in the creation and implementation of a plan for the development, conservation, and care of the urban forest resources of the City.

**ARTICLE III        Procedure and Duties.**

Section 1. **Procedure.**

- a. The commission shall adopt rules for the conduct of its affairs, including the frequency and schedule of meetings. These shall be filed with the City Administrator.
- b. All meetings of the commission shall be open to the public, except when required to be closed by state law.
- c. The commission shall record minutes of each meeting and shall file such minutes of the commission with the City Administrator. The commission may file such other reports or pertinent information as the commission deems appropriate. A majority of the members shall constitute a quorum for the transaction of business.

Section 2. **Duties.** In fulfillment of its purpose, the commission's duties and responsibilities shall include, but not be limited to, the following:

- a. Coordinate a community inventory of all trees and available planting spaces on public property; and upon completion of the inventory, supervise the updating of the inventory every three years.

- b. Recommend the manner in which the City of Windom prunes and/or removes dead or weakened portions of trees.
- c. Develop and implement a program of plant health management, including monitoring of insect control and disease situation; management of hazardous trees; selective treatment; and maintenance of tree vigor.
- d. Develop and implement a plan for the selection of trees to be planted on public property to insure the diversity of species, ages, and sizes within the City's urban forest and to lessen damage to the City's urban forest caused by insects, disease, and the environment.
- e. Educate and inform residents on matters concerning the betterment of trees and related resources.
- f. Advise the City Council on various other matters concerning trees and related resources, including, from time to time, evaluation of and recommendations regarding the City's boulevard tree and shrubs policy and other ordinances affecting trees.
- g. Accept such other responsibilities and functions as the City Council may from time to time direct.
- h. To provide broad directions to managers fitting into goals set by the Council.
- i. To implement and enforce all goals, policies and regulations established by the City Council.
- j. To establish goals and long range plans and recommend them to City Council for approval.
- k. To promote communications and information gathering and dissemination for the benefit of the organization and the general public.

**ARTICLE IV      Membership and Terms of Office**

Section 1. **Composition.** The commission shall be composed of three to five members. The term of a commission member shall be three years. Members will serve without compensation. One member from the City Council shall serve as an additional non-voting member of the commission.

Section 2. The members of the commission shall be appointed by the Mayor and with the consent of the City Council.

**ARTICLE V      Election, Vacancy and Duties of Officers**

Section 1. Following the commission members' appointment, the commission shall elect officers at its annual organizational meeting in January of the new year. The newly-elected officers will be chairperson, vice-chairperson and secretary, and shall serve for one year. The secretary shall record and transcribe the

minutes of all Tree Commission meetings. Said minutes, after approval by the commission, shall be signed by the Chairperson and Secretary.

Section 2. In the event of the death, retirement, resignation, removal or disqualification of any officer during his/her term of office, the chairperson shall appoint an interim officer who shall be a member in good standing. These appointees shall serve until the final regular meeting of the Commission during that year. Upon the death, retirement, resignation or removal of the chairperson, the vice-chairperson shall serve in his/her place.

Section 3. The officers shall have the following duties and responsibilities:

- a. The chairperson shall conduct the business of the commission and shall preside at all meetings of the commission. He/she shall act ex-officio on all committees. The chairperson shall appoint any temporary or special committee as deemed necessary. It will be the duty of the chairperson to advise the commission of any intentions regarding special projects and once discussed, shall be voted upon by the commission for approval. The Tree Commission's annual budgets will be developed by the commission, and presented for review and recommendation to the City Council.
- b. The secretary shall keep a correct and permanent record of all meetings and business transactions of the commission. He/she shall receive and distribute the necessary reports to all members and committee chairperson. He/she shall keep an accurate up-to-date roster of all members.

## **ARTICLE VI Meetings.**

Section 1. The regular business meetings of the commission shall be conducted quarterly or as determined by commission members.

Section 2. Special meetings may be called by the chairperson or a majority of the commission.

Section 3. A simple majority of the commission will constitute a quorum.

## **ARTICLE VII Financial Expenditures**

Section 1. **Finance**

- a. All financial expenditures must be approved by the Tree

Commission. Exceptions would be unscheduled expenditures to be granted by the chairperson. All unscheduled expenditures need to be approved by the full Tree Commission at the next scheduled meeting.

**ARTICLE VIII Amendments**

Section 1. These bylaws may be amended by an affirmative vote of the majority of the members at any regular meeting of the commission and ratified by the City Council.

Section 2. Bylaws shall be distributed to all commission members and amended promptly, when necessary. The bylaws shall be distributed to any new members during their attendance at the first commission meeting following their appointment to the commission.

Section 3. To help define the responsibilities of new commission members the bylaws should be reviewed each January.

**ARTICLE IX Parliamentary Authority**

Section 1. All meetings of the commission shall be governed by the parliamentary rules and procedures stipulated in the "Roberts Rules of Order".

WINDOM TREE COMMISSION

\_\_\_\_\_  
Lindsey Cartwright, Chairperson

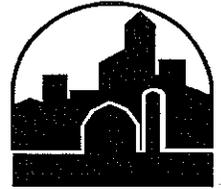
Attest: \_\_\_\_\_  
Deborah Polzin, Secretary

RATIFIED BY THE WINDOM CITY COUNCIL ON NOVEMBER 16, 2010.

\_\_\_\_\_  
Kirby Kruse, 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](http://www.windom-mn.com)

**TO:** City Council  
**FROM:** Personnel Committee  
**DATE:** November 12, 2010  
**RE:** Police Department Staffing Recommendations

On November 3, 2010 the Personnel Committee met with Chief Shirkey to review the upcoming staffing changes within the Windom Police Department and the Civil Service Commission's recommendations.

Both the Civil Service Commission and the Personnel Committee are recommending the following:

- Accepting the resignation of Sergeant Bruce Torinato effective December 31, 2010.
- Promotion of Patrolman Kevin Patterson to Sergeant/Investigator effective February 7, 2011.
- Sergeant/Investigator Patterson to Grade 16, Step 10 of the Supervisory Pay Plan, effective 2-7-11
- Hire a Patrol Officer effective December 1, 2010.
- Placement of new Patrol Officer, Joshua Partlow, on Step 1 of the LELS union pay scale.
- Step increase for Officer Hillesheim from Step 1 to Step 5 of the LELS union pay scale effective January 1, 2011.

# Contract Agreement

Date: January 14, 2011

From: Denise Houston, HP Suds Club, LLC  
1375 1<sup>st</sup> Ave  
Windom, MN 56101

To: City of Windom  
Steve Nasby, City Administrator  
444 9<sup>th</sup> Street  
Windom, MN 56101

Dear Mr. Nasby:

In the following Contract Agreement, I have included the items that we have discussed and agreed upon. They are as follows:

## **Purpose of Contract**

The City of Windom has an existing contract with HP Suds Club, LLC for information technology, data processing and operation of utility billing systems. The City of Windom is herein extending this contractual arrangement for the provision of these services.

## **Independent Contractor**

It is understood and agreed that HP Suds Club, LLC will provide the Services under this Agreement as an independent contractor and that during the performance of the Services under this Agreement, neither HP Suds Club, LLC nor any of its employees, agents or representatives will be considered an employee of the City within the meaning or application of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor or taxes of any kind. Neither HP Suds Club, LLC nor any of its employees, agents or representatives shall be entitled to any benefits that may be afforded from time to time to the City's employees, including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, the City shall not be responsible for withholding or paying any taxes or social security for or on behalf of HP Suds Club, LLC or any of its employees, agents or representatives. HP Suds Club, LLC shall be fully responsible for any such withholding or payment of taxes or social security for HP Suds Club, LLC and any of its employees, agents or representatives.

## **Liability Insurance**

HP Suds Club, LLC agrees to maintain one million dollars (\$1,000,000.00) in general liability insurance and one million dollars (\$1,000,000.00) in professional liability insurance throughout the term of this Agreement in such a form and manner as to provide coverage for any and all errors and omissions made during performance of the Services.

## **Due Diligence**

The HP Suds Club, LLC agrees to proceed with performance of the Services with due diligence and complete the Services in a timely manner as provided herein unless completion is delayed by a cause set forth in the specifications and for which timely completion would be excused.

### **Contract Period**

It has been agreed upon by both parties that this contract will be for a 3-year term with the opportunity to discuss further working arrangements at the end of the contract period. The start date for this contract is January 14, 2011 thru January 14, 2014.

### **Termination Agreement**

It has been agreed upon by both parties that the contract can be terminated at any time with a 60 (sixty) day written notice. The party requesting an early termination will pay an early termination fee of \$5,000 (Five thousand dollars).

### **Cost and Professional Fees**

It has been agreed upon by both parties that the hourly rate will be \$25.00 per hour. Prior written approval by the City of Windom will be required for any week anticipated to be in the excess of 50 (fifty) hours.

### **Office Space & Equipment**

City will provide reasonable office space at City Hall (444 9<sup>th</sup> Street) and use of City equipment (including incidentals such as ink, paper, office supplies) required for HP Suds Club, LLC to undertake the duties, tasks and responsibilities identified herein. City will be responsible for replacement, repair or upgrades to said equipment unless property has been damaged by HP Suds Club, LLC. HP Suds Club, LLC has the option to rent said office space and equipment for a sum of \$250.00 (two hundred-fifty dollars) per month. Rent for office space and equipment will be paid monthly by HP Suds Club, LLC to the City within ten (10) days after the end of each monthly rental period.

### **Duties, Tasks & Responsibilities**

It has been agreed upon by both parties that HP Suds, LLC will perform the following list of duties, tasks and responsibilities on the behalf of the City of Windom. These duties will be primarily performed on daily basis as needed and will not be restricted to an 8:00 a.m. to 5:00 p.m., but will be performed and accomplished on a varied schedule, as determined by HP Suds Club, LLC for the purpose of optimum proficiency. They are as follows:

- EM UTILITY BILLING SYSTEM (or Similar Equivalent System)
  - First point of contact for vendor issues
  - Customer Finalization
    - Administer closings of customer accounts and services
    - Manage all moves of customer accounts and services
    - Close and maintain all snowbird accounts and services
    - Responsible to update utility account information in the STELLAR System
    - Update the EM system with all meter change out information
  - New Customer Accounts
    - Create all new accounts
    - Add services
  - Meter Reader's Hand Helds
    - Create customer utility meter usage files
    - FTP, synchronize and download customer utility meter usage for meter reader's ITRON Systems
    - Receive, Synchronize and Upload all utility meter usages gathered from customer's premises
    - Import all data files into MVRS systems
    - Create and generate missing reads, zero usage, high and low reads reports
    - FTP all data into the EM System for the billing process

- Research and correct all meter issues
      - Labels
      - Sequencing
      - Serial Numbers
  - Maintain and back-up MVRs Systems
  - Prepare Customer Bills
    - Back-Up and maintain the EM system
    - Create and maintain billing messages
    - Run and balance the EM system
    - Run bills
    - Review billing
    - Generate billing file for STELLAR System
    - Post bills to customer accounts
  - Post Billing and Penalty Processes
    - Generate and print all late notices
    - Generate shut off list
  - System Maintenance
    - Purge Final Customer Information
    - Run system Back-ups
  - Rate Maintenance
    - Update all rate structures and changes passed by the City Council
    - Maintain a rate history file
    - Update and maintain all rate descriptions of services and classifications
  - ACH Files
    - Generate and FTP ACH File and pass to appropriate city employee for transfer to the financial intuition
  - Reports
    - Responsible for writing all system queries that are needed for reporting
- STELLAR TELECOM BILLING SYSTEM
  - First point of contact for vendor issues
  - Rates and Service Codes
    - Update all rate structures and changes passed by the City Council
    - Maintain a rate history file
    - Update and maintain all rate descriptions of services
  - Create and maintain billing messages
  - Toll
    - Run unbillable toll report
    - Update customer billing errors
  - FTP ACH files
    - Generate and FTP ACH File and pass to appropriate city employee for transfer to the financial intuition
  - Create acquire reports
- ETI SYSTEM (or Similar Equivalent System)
  - Maintain the integrity of the ETI data by:
    - Running reports and verify data against billing
    - Correct all discrepancies
  - Updating customer services

- CITY OF WINDOM

- Maintain and balance the trial balance report
- Responsible for reconciling and correcting all billing errors
- Responsible to back-up city employees when answering the phones
- Responsible to creating and maintain the methods and procedures of billing
- Maintain and create cycle reports (Monthly, Quarterly, Annually)
- Create and maintain miscellaneous Department Head reports
- Other duties and task as reasonable and logically related to the City of Windom's Billing, Utility and Financial Systems.

Sincerely,

Denise Houston, Independent Contractor  
HP Suds Club, LLC  
1375 1<sup>st</sup> Ave  
Windom, MN 56101  
507.831.1050

Accepted by:

---

Steve Nasby, City Administrator  
City of Windom, Minnesota

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Denise L. Houston, Owner  
HP Suds Club, LLC

PROFESSIONAL SERVICES AGREEMENT

Between

THE CITY OF WINDOM, MINNESOTA

and

TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED

THIS AGREEMENT is made and entered into this October 28, 2010, by and between the CITY OF WINDOM, a governmental unit with a regular place of business at 444 9th Street, Windom, Minnesota 56101, hereinafter referred to as the OWNER, and TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED, a corporation with principal offices at 444 Cedar Street, Suite 1500, St. Paul, Minnesota 55101-2140, hereinafter referred to as TKDA.

WITNESSETH:

That the OWNER and TKDA, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ TKDA and TKDA agrees to perform Architectural, Engineering, Planning, and other Professional Services for the City of Windom, all as described by subsequent "Authorization(s)".

Professional Services may in general include studies and reports, design, preparation of working drawings and specifications; construction observations, checking of shop drawings and estimates and recommendations regarding acceptance of work; and other related tasks of a type normally associated with facility planning; design, construction, operation and/or maintenance. Some of these services may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation, Office of Aeronautics (Mn/DOT), and/or the Federal Aviation Administration (FAA).

Individual authorizations for services to be provided for specific projects shall be duly approved by the OWNER and accepted by TKDA; and all records and documents for services with respect thereto shall be appropriately referenced to each specific authorization. TKDA shall provide the OWNER with a written work scope and associated fees for each project for authorization by the OWNER.

ARTICLE 2. PERIOD OF SERVICE

TKDA is hereby retained on a continuing basis through October 28, 2015, subject, however, to termination by either party in accordance with Article 5. A period of service for each project shall be as set forth in the specific authorization as appropriate.

ARTICLE 3. COMPENSATION TO TKDA

A. Compensation to TKDA for services described in this Agreement shall be on a Lump Sum basis and/or an Hourly Cost Reimbursement Plus Fixed Fee basis as shown in ATTACHMENT A, and as hereinafter described.

1. A Lump Sum method of payment for TKDA'S services shall apply to all or parts of a work scope where TKDA'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. Reimbursement for Direct Expenses incurred in the performance of this Lump Sum work shall be included in the Lump Sum amount, unless otherwise set forth in an authorization.

The OWNER shall make monthly payments to TKDA within 30 days of date of invoice based on an estimated percentage of completion of TKDA'S services.

2. An Hourly Cost Reimbursement Plus Fixed Fee method of payment for TKDA'S services shall typically apply to all or parts of a work scope where TKDA'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under an Hourly Cost Reimbursement Plus Fixed Fee method of payment, TKDA shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in the current FAA advisory Circular 150/5100-14, and as further defined as follows:

- a. Direct Salary Costs incurred by TKDA for employees' time directly chargeable to a project, and in accordance with TKDA'S SALARY SCHEDULE included in ATTACHMENT A. Periodic revisions to the schedule may be made and any such revisions shall be submitted by TKDA to the OWNER for approval.
- b. Overhead Costs including overhead on direct labor, including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave, and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on TKDA'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT A.
- c. Direct Non-Salary Expenses incurred by TKDA for costs directly chargeable to a Project, including, but not limited to:
  - 1) Travel and subsistence.
  - 2) OWNER-approved outside professional and technical services.

- 3) Identifiable reproduction and reprographic charges.
  - 4) Expendable field supplies and special field equipment rental.
  - 5) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
- d. In addition to the above reimbursement of costs, TKDA shall be paid a fixed fee calculated at the percentage rate set forth in ATTACHMENT A.

The OWNER shall make monthly payments to TKDA within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

B. The OWNER will pay the balance stated on the invoice unless OWNER notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. In addition, TKDA may after giving seven days' written notice to the OWNER, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. OWNER acknowledges that TKDA shall not be responsible for any claim for consequential damages arising from suspension of services hereunder.

C. As required for a specific project, the OWNER, Mn/DOT, FAA or their authorized representatives shall have access to TKDA'S records for the purpose of accounting and audit. TKDA shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to TKDA and until the project is financially closed-out by the FAA.

#### ARTICLE 4. EXTRA WORK

In the event that a lump sum or maximum payment amount is specified in an authorization and TKDA is of the opinion that any services it has been directed to perform are beyond the scope of the authorization, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes Extra Work, TKDA shall promptly notify the OWNER of that fact. Extra Work, additional compensation for same, and extension of time for completion shall be covered by a supplemental authorization entered into by both parties, and approved by Mn/DOT and FAA if required, prior to proceeding with any Extra Work or related expenditures.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement and/or any authorization upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of an authorization. Such reduction in scope shall be set forth in a written notice from the OWNER to TKDA. In the event of an unresolved dispute over change in scope or changed conditions, the authorization may also be terminated upon seven calendar days' written notice as provided above.

In the event of a reduction in scope of an authorization, TKDA shall be paid for the work performed and expenses incurred on the authorization thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3 herein. Any reduction in a "not to exceed" payment figure shall be established by a supplemental authorization agreed to in writing by both parties.

In the event of termination of an authorization, all documents, finished or unfinished, prepared by TKDA under the authorization, shall be made available by TKDA to the OWNER pursuant to Article 7 herein, and there shall be no further obligation of the OWNER to TKDA under the authorization, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3 herein.

In like manner, if the entire Agreement is terminated, all remaining documents on file with TKDA shall also, upon request, be made available to the OWNER pursuant to Article 7 upon receipt of payment of amounts due and owing TKDA for any authorized work.

ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which cannot be resolved through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as TKDA and the OWNER may wish to present with respect to the dispute. Within seven calendar days after the close of such presentation, the representatives shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

ARTICLE 7. DISPOSITION OF PLANS, REPORT AND OTHER DATA

At the time of completion or termination of an authorization, TKDA shall make available to the OWNER, upon request, all maps, tracings, reports, resource materials and other documents pertaining to the project described in the authorization. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the project or to any other project. Any reuse without written verification or adaptation by TKDA for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to TKDA. In this regard, the OWNER will indemnify and hold harmless TKDA from any and all suits or claims of third parties arising out of such reuse, which was not specifically verified, adapted, or authorized by TKDA.

In the event electronic copies of documents are made available to the OWNER pursuant to the foregoing paragraph, the OWNER acknowledges that the useful life of electronic media such as CD-ROMs may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to OWNER.

ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying exhibits a part hereof, and any subsequent authorization(s) issued pursuant to the terms of this Agreement.

ARTICLE 9. OWNER'S RESPONSIBILITIES

A. To permit TKDA to perform the services required hereunder, the OWNER shall supply, in proper time and sequence, the following for each authorization at no expense to TKDA:

1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as the OWNER'S representative with respect to the services to be rendered hereunder. Such person shall have authority to transmit instructions, receive instructions, receive information, and interpret and define OWNER'S policies with respect to TKDA'S services.

3. Furnish, as required for performance of TKDA'S services (except to the extent provided otherwise in an authorization), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in an authorization.

4. Provide access to, and make all provisions for, TKDA to enter upon publicly or privately owned property as required to perform their services.

5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over a project described in an authorization, and such approvals and consents from others as may be necessary for completion of a project.

6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by TKDA, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of TKDA.

7. Give prompt written notice to TKDA whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of TKDA'S services or any defect in the work of Construction Contractor(s), Consultants or TKDA.

8. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to an authorization.

9. Provide other services, materials, or data as may be set forth in an authorization.

10. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If TKDA encounters, or reasonably suspects that it has encountered, asbestos or pollution in a project area, TKDA shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in an authorization, the services to be provided by TKDA do not include identification of asbestos or pollution and TKDA has no duty to identify or attempt to identify the same within any project area.

11. Provide such accounting, independent cost estimating and insurance counseling services as may be required for a project described in an authorization, such legal services as OWNER may require or TKDA may reasonably request with regard to legal issues pertaining to a project including any that may be raised by contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any contractor has used the moneys paid under a construction contract, and such inspection services as OWNER may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

12. When applicable, provide written notice to TKDA when a project has been financially closed-out by FAA.

B. TKDA shall be entitled to rely on the accuracy and completeness of information furnished by the OWNER. If TKDA finds that any information furnished by the OWNER is in error or is inadequate for its purpose, TKDA shall promptly notify the OWNER.

#### ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by TKDA under an authorization will be made on the basis of TKDA'S experience and qualifications, and represent TKDA'S best judgment as an experienced and qualified design professional. It is recognized, however, that TKDA does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of TKDA'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, TKDA does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by TKDA to OWNER under an authorization.

#### ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or or-equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to TKDA'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if TKDA is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of a Project described in this Agreement, TKDA will not be responsible for, and OWNER shall indemnify and hold TKDA (and TKDA'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release TKDA (or TKDA'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which TKDA has undertaken or assumed under an authorization and this Agreement.

#### ARTICLE 12. INSURANCE

TKDA shall procure and maintain insurance for protection from claims against it under worker's compensation acts (statutory limits), claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Subject to the provisions of Article 13 herein, TKDA shall also procure and maintain professional and commercial general liability insurance, and auto and excess insurance, for all damages arising out of the performance of services caused by an error, omission or negligent act for which TKDA is legally liable.

Certificates of insurance will be provided to the OWNER upon request.

#### ARTICLE 13. ASBESTOS/POLLUTION INDEMNIFICATION

TKDA hereby states, and the OWNER acknowledges, that TKDA has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including, but not limited to, the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or dispersal of (1) pollutants or of (2) products, materials, or processes containing asbestos. Accordingly, the OWNER hereby agrees to bring no claim for negligence, breach of contract, indemnity or other claim or cause of action against TKDA, its principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of remedial work related to such pollutants or asbestos a project. The OWNER further agrees to defend, indemnify and hold TKDA and its principals, employees, agents, and consultants harmless from any such pollutant or asbestos related claim that may be brought by third parties as a result of the services provided by TKDA pursuant to this Agreement.

Notwithstanding the foregoing, the OWNER shall not be prohibited from bringing suit against TKDA for its alleged negligence, breach of contract, or other cause of action arising out of its professional services rendered in connection with the design and construction of potable water systems, storm water systems and sewerage systems, including those receiving industrial waste pre-treated in accordance with EPA standards, nor is the OWNER required to indemnify and hold harmless TKDA for claims and suits brought against it by third parties arising out of such professional services.

OWNER further agrees that, in the event a court of competent jurisdiction determines that the foregoing indemnification provision is unenforceable, TKDA'S total liability to OWNER or third parties for pollution or asbestos related claims arising out of an authorization shall not exceed the total compensation paid by OWNER to TKDA for services rendered under an authorization pursuant to this Agreement or \$25,000 per authorization, whichever is less.

#### ARTICLE 14. INDEPENDENT CONTRACTOR

TKDA, in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the OWNER by reason hereof, and that it will not, by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, workmen's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 15. FEDERAL AND STATE PARTICIPATION

Services to be performed under an authorization pursuant to this Agreement may be financed in part by State and/or Federal Funds. However, payments to TKDA will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Agreement and no reference herein to the Minnesota Department of Transportation, Office of Aeronautics and to the Federal Aviation Administration or any representatives thereof makes the State of Minnesota or the United States a party to this Agreement.

ARTICLE 16. COVENANT AGAINST CONTINGENT FEES

TKDA warrants that no person or legal entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by TKDA for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion, to deduct from payment to TKDA, the full amount of each commission, percentages, brokerage or contingent fee.

ARTICLE 17. STANDARD DOT TITLE VI ASSURANCES

If any services under an authorization pursuant to this Agreement are to be financed in part by Federal funds, TKDA shall comply with those provisions of DOT Title 49, Code of Federal Regulations, Part 21 (attached hereto as ATTACHMENT 1), which specifically relates to the furnishing and procurement of professional services. The term "Contractor" in said ATTACHMENT 1 is to be construed as TKDA.

ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY ASSURANCES

TKDA will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination. In this regard, if any services provided under an authorization pursuant to this Agreement are financed in part by Federal funds, TKDA shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity", as supplemented in Department of Labor Regulations (41 CFR, Part 60), and shall have an Affirmative Action Plan which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, and age, and with specified goals and target dates to assure the implementation of that Plan.

ARTICLE 19. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom TKDA performs work hereunder, shall not be assigned, sublet or transferred without the written consent of the OWNER.

ARTICLE 20. NOTICES

All notices required by law or by this Agreement to be given to TKDA must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to TKDA at such premises and at the following address:

TKDA CEO  
444 Cedar Street, Suite 1500  
St. Paul, Minnesota 55101-2140

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

~~Mr. Steve Nishy~~ City Administrator  
City of Windom  
444 9th Street  
P.O. Box 38  
Windom, Minnesota 56101

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 21. CONTROLLING LAW

This Agreement to be governed by the laws of the State of Minnesota.

ARTICLE 22. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding between OWNER and TKDA.

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

CITY OF WINDOM, MINNESOTA

TOLTZ, KING, DUVALL, ANDERSON  
AND ASSOCIATES, INCORPORATED

By \_\_\_\_\_  
*Kirby Knuse, Mayor*

By \_\_\_\_\_  
William E. Deitner, P.E.  
CEO

By \_\_\_\_\_  
*Steve Nasty, City Administrator*

By \_\_\_\_\_  
John N. Peterson, P.E.  
Project Manager

ATTACHMENTS: ATTACHMENT A  
ATTACHMENT 1  
ATTACHMENT 2

DRAFT

ATTACHMENT A



TOLTZ, KING, DUVALL, ANDERSON  
AND ASSOCIATES, INCORPORATED  
ENGINEERING · ARCHITECTURE · PLANNING

SCHEDULE OF ACTUAL HOURLY RATES

<u>Classification</u>	<u>Range of Actual Hourly Salaries*</u>
Senior Registered Engineer, Architect, or Planner	\$ 64.79 to \$ 138.58
Engineering, Architectural, or Planning Specialist II	\$ 36.00 to \$ 77.00
Engineering, Architectural, or Planning Specialist I	\$ 38.00 to \$ 56.00
Registered Engineer, Architect, Landscape Architect, Planner, or Interior Designer	\$ 24.00 to \$ 45.00
Graduate Engineer, Architect, Landscape Architect, Planner, or Interior Designer	\$ 22.00 to \$ 51.00
Technician III	\$ 18.00 to \$ 38.00
Technician II	\$ 18.00 to \$ 33.00 **
Technician I	\$ 18.00 to \$ 33.00 **
	\$ 11.00 to \$ 19.00 **

In addition to the hourly charges, TKDA shall be reimbursed at cost for the following direct expenses when incurred in the performance of the work:

1. Vehicle mileage at current IRS rate per mile.
2. Outside professional and technical services with costs defined as the amount billed TKDA.
3. Identifiable reproduction and reprographic costs.

\* Rates subject to Overhead Multiplier of 156.5% and Fixed Fee of 15%.  
Rates effective until December 25, 2010, and subject to revision annually.

\*\* For hours worked over 40 hours per week individuals will be paid one and one-half times the above rates.

ATTACHMENT 1

CONTRACTOR CONTRACTUAL REQUIREMENTS

TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereof and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the contractor under the contract until he contractor complies; and/or
  - b. cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## DISADVANTAGED BUSINESS ENTERPRISES (DBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

2. DBE Obligation. The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all recipients or contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

ATTACHMENT 2

CLAUSE TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND  
SUBCONTRACTS RESULTING FROM PROJECTS FUNDED UNDER THE AIP

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of the clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agrees that if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the make subject to prosecution under Title 18, United States Code, Section 1001.

STANDARD CLAUSE FOR SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS  
REQUIRED FOR 49 CFR, PART 29

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/ offeror/contractor or any lower tier participant is unable to verify to this statement, it shall attach an explanation to this solicitation/proposal.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520  
GENERAL CIVIL RIGHTS PROVISIONS  
(VERSION 2, 4/23/90)

The contractor/tenant/concessionaire/lessee assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no persons shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the contractor/tenant/concessionaire/ lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

INSPECTION OF RECORDS - 49 CFR PART 18  
(VERSION 1, 1/5/90)

The contractor shall maintain an acceptable cost accounting system. The sponsor, the FAA and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three years after the sponsor makes final payment and all other pending matters are closed.

RIGHTS TO INVENTIONS - 49 CFR PART 18  
(VERSION 1, 1/5/90)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the sponsor.

BREACH OF CONTRACT TERMS  
SANCTIONS - 49 CFR PART 18  
(VERSION 1, 1/5/90)

Any violation or breach of the terms of this contract on the part of the contractor or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

DRAFT

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ELECTIONS	SECR REV FUND/CITY O	POSTAGE	8.54
	Total for Department 102		8.54*
CITY OFFICE	MII LIFE	VEBA	198.40
CITY OFFICE	MN NCPERS LIFE INSUR	INSURANCE	80.00
CITY OFFICE	BRIGITTE OLSON	EXPENSE	74.50
	Total for Department 103		352.90*
P & Z / BUILDING OFF	Verizon Wireless	TELEPHONE	67.79
P & Z / BUILDING OFF	MII LIFE	VEBA	148.80
P & Z / BUILDING OFF	MN NCPERS LIFE INSUR	INSURANCE	24.00
	Total for Department 106		240.59*
CITY HALL	SANDRA HERDER	CLEANING	353.40
CITY HALL	MELISSA PENAS	CLEANING	353.40
	Total for Department 115		706.80*
POLICE	MII LIFE	VEBA	1,126.80
POLICE	MN NCPERS LIFE INSUR	INSURANCE	144.00
POLICE	SECR REV FUND/CITY O	POSTAGE	2.07
POLICE	VOYAGER FLEET SERVIC	GAS	84.39
	Total for Department 120		1,357.26*
FIRE DEPARTMENT	Verizon Wireless	TELEPHONE	33.87
FIRE DEPARTMENT	VOYAGER FLEET SERVIC	GAS	37.67
FIRE DEPARTMENT	ROGER WINKER	SUPPLIES	397.79
	Total for Department 125		469.33*
STREET	Verizon Wireless	TELEPHONE	74.25
STREET	MII LIFE	VEBA	841.92
STREET	MN NCPERS LIFE INSUR	INSURANCE	80.00
STREET	VOYAGER FLEET SERVIC	GAS	133.48
	Total for Department 140		1,129.65*
HEALTH & SANITATION	NEAL GRUNEWALD	COMPOST SITE MANAGER	128.00
	Total for Department 145		128.00*
PARKS	MII LIFE	VEBA	185.68
PARKS	MN NCPERS LIFE INSUR	INSURANCE	32.00
PARKS	VOYAGER FLEET SERVIC	GAS	79.76
	Total for Department 165		297.44*
	Total for Fund 01		4,690.51*
LIBRARY	SANDRA HERDER	CLEANING	353.40
LIBRARY	MELISSA PENAS	CLEANING	353.40
	Total for Department 171		706.80*
	Total for Fund 03		706.80*
AIRPORT	ELECTRIC FUND	MAINTENANCE	17.98

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
AIRPORT	RED ROCK RURAL WATER	WATER	23.50
AIRPORT	SO. CENTRAL ELECTRIC	POWER COST	264.32
	Total for Department 174		305.80*
	Total for Fund 11		305.80*
AMBULANCE	JIM AXFORD	EXPENSE	17.96
AMBULANCE	LONDA FOSHEIM	EXPENSE	79.10
AMBULANCE	TIM HACKER	EXPENSE	53.27
AMBULANCE	ALLAN REMPEL	EXPENSE	122.54
AMBULANCE	BLUE PLUS	REFUND - AMBULANCE	68.30
AMBULANCE	LEO POHLMAN	REFUND - UTILITY PREPAYM	419.20
	Total for Department 176		760.37*
	Total for Fund 13		760.37*
MULTI-PURPOSE BUILDI	Verizon Wireless	TELEPHONE	33.92
MULTI-PURPOSE BUILDI	MII LIFE	VEBA	264.88
MULTI-PURPOSE BUILDI	MN NCPERS	LIFE INSURANCE	32.00
	Total for Department 177		350.80*
	Total for Fund 14		350.80*
N IND PARK	SO. CENTRAL ELECTRIC	POWER COST	30.03
	Total for Department 147		30.03*
	Total for Fund 18		30.03*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	2,015.85
LIQUOR	CITIZEN PUBLISHING C	ADVERTISING	131.40
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	4,881.58
LIQUOR	JOHNSON BROS.	MERCHANDISE	4,402.91
LIQUOR	MII LIFE	VEBA	371.36
LIQUOR	MN DEPT OF PUBLIC SA	LICENSE	20.00
LIQUOR	MN NCPERS	LIFE INSURANCE	32.00
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	4,040.45
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	3,036.59
	Total for Department 180		18,932.14*
	Total for Fund 60		18,932.14*
WATER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	120.00
WATER	Verizon Wireless	TELEPHONE	83.45
WATER	MII LIFE	VEBA	374.54
WATER	MN NCPERS	LIFE INSURANCE	40.00
WATER	VOYAGER FLEET SERVIC	GAS	232.49
	Total for Department 181		850.48*
	Total for Fund 61		850.48*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
	SECR REV FUND/CITY O	REFUND-UTILITY PREPAYMEN	550.00
	RACHEL NICHOLS	REFUND - UTILITY PREPAYM	125.00
		Total for Department	675.00*
ELECTRIC	AMUNDSON DIG	MAINTENANCE	550.00
ELECTRIC	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	120.00
ELECTRIC	Verizon Wireless	TELEPHONE	78.47
ELECTRIC	MII LIFE	VEBA	1,049.86
ELECTRIC	MN NCPERS LIFE INSUR	INSURANCE	96.00
ELECTRIC	SECR REV FUND/CITY O	POSTAGE	9.04
ELECTRIC	BRAD BUSSA	CLEANING	184.60
ELECTRIC	VOYAGER FLEET SERVIC	GAS	94.07
ELECTRIC	BANK MIDWEST	NSF CHECK	195.00
		Total for Department 182	2,377.04*
		Total for Fund 62	3,052.04*
SEWER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	120.00
SEWER	Verizon Wireless	TELEPHONE	113.69
SEWER	MII LIFE	VEBA	931.58
SEWER	MN NCPERS LIFE INSUR	INSURANCE	40.00
SEWER	VOYAGER FLEET SERVIC	GAS	99.23
		Total for Department 183	1,304.50*
		Total for Fund 63	1,304.50*
ARENA	ELECTRIC FUND	MAINTENANCE	19.12
ARENA	Verizon Wireless	TELEPHONE	136.49
ARENA	MII LIFE	VEBA	371.36
ARENA	MN NCPERS LIFE INSUR	INSURANCE	32.00
		Total for Department 184	558.97*
		Total for Fund 64	558.97*
ECONOMIC DEVELOPMENT	CITIZEN PUBLISHING C	ADVERTISING	50.00
ECONOMIC DEVELOPMENT	Verizon Wireless	TELEPHONE	67.94
ECONOMIC DEVELOPMENT	MII LIFE	VEBA	49.60
ECONOMIC DEVELOPMENT	MN NCPERS LIFE INSUR	INSURANCE	24.00
ECONOMIC DEVELOPMENT	SECR REV FUND/CITY O	POSTAGE	5.00
		Total for Department 187	196.54*
		Total for Fund 67	196.54*
RIVERBLUFF ESTATES	BRADY POWERS	MOWING	120.00
		Total for Department 166	120.00*
		Total for Fund 68	120.00*
	MN 9-1-1 PROGRAM	911 SERVICE	1,110.21
	PAT ADEN	REFUND - STATEMENT CREDI	5.27

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Department			1,115.48*
TELECOMMUNICATIONS	AT & T	USAGE CHARGES	138.93
TELECOMMUNICATIONS	B B C AMERICA	SUBSCRIBER	17.82
TELECOMMUNICATIONS	BIG TEN NETWORK	SUBSCRIBER	1,565.45
TELECOMMUNICATIONS	BOND TRUST SERVICE C	2009B TEMP OBLIGATION EQ	19,800.00
TELECOMMUNICATIONS	CNN - TURNER NETWORK	SUBSCRIBER	798.82
TELECOMMUNICATIONS	DATA CONNECTION	MAINTENANCE CONTRACT MET	3,000.00
TELECOMMUNICATIONS	DHJV COMPANY LLC	SUBSCRIBER	8.05
TELECOMMUNICATIONS	DISCOVERY DIGITAL NE	SUBSCRIBER	49.36
TELECOMMUNICATIONS	FOX SPORTS	SUBSCRIBER	5,291.52
TELECOMMUNICATIONS	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	360.00
TELECOMMUNICATIONS	LIFETIME	SUBSCRIBER	674.16
TELECOMMUNICATIONS	LIFETIME MOVIE NETWO	SUBSCRIBER	30.00
TELECOMMUNICATIONS	Verizon Wireless	TELEPHONE	549.36
TELECOMMUNICATIONS	MII LIFE	VEBA	665.78
TELECOMMUNICATIONS	MN DEPT OF LABOR & I	LICENSE TECH SYSTEM CONT	320.00
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	SUBSCRIBER	21,392.25
TELECOMMUNICATIONS	MN NCPERS LIFE INSUR	INSURANCE	64.00
TELECOMMUNICATIONS	QUEST	TELEPHONE	104.68
TELECOMMUNICATIONS	ONVOY, INC	SS7 SERVICE	3,127.40
TELECOMMUNICATIONS	TBS - TURNER NETWORK	SUBSCRIBER	686.88
TELECOMMUNICATIONS	TCM - TURNER NETWORK	SUBSCRIBER	375.24
TELECOMMUNICATIONS	TNT - TURNER NETWORK	SUBSCRIBER	1,593.18
TELECOMMUNICATIONS	UNIVERSAL SERVICE AD	USER FEES	841.58
TELECOMMUNICATIONS	VOYAGER FLEET SERVIC	GAS	75.80
TELECOMMUNICATIONS	WINDOM BASEBALL ASSO	MAINTENANCE	180.00
TELECOMMUNICATIONS	M & N CINEMAS	PROMOTION	35.00
TELECOMMUNICATIONS	PAT ADEN	REFUND - STATEMENT CREDI	76.78
Total for Department 199			61,622.04*
Total for Fund 69			62,737.52*
MN NCPERS LIFE INSUR	INSURANCE		32.00
Total for Department			32.00*
Total for Fund 70			32.00*
Grand Total			94,628.50*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY OFFICE	INDOFF, INC	SUPPLIES	201.93
CITY OFFICE	ELECTRIC FUND	UTILITY BILLING	172.88
CITY OFFICE	HARLAND TECHNOLOGY S	MAINTENANCE CONTRACT	151.12
	Total for Department 103		525.93*
P & Z / BUILDING OFF	COTTONWOOD CTY RECOR	SERVICE	92.00
P & Z / BUILDING OFF	INDOFF, INC	SUPPLIES	166.35
P & Z / BUILDING OFF	ELECTRIC FUND	UTILITY BILLING	54.64
P & Z / BUILDING OFF	VET'S WHOA N'GO	GAS	103.56
	Total for Department 106		416.55*
CITY HALL	ELECTRIC FUND	UTILITY BILLING	533.90
CITY HALL	JOE'S LAWN CARE	MOW LAWN	190.00
	Total for Department 115		723.90*
POLICE	INDOFF, INC	SUPPLIES	1,232.26
POLICE	ELECTRIC FUND	UTILITY BILLING	77.65
	Total for Department 120		1,309.91*
FIRE DEPARTMENT	INDOFF, INC	SUPPLIES	85.49
FIRE DEPARTMENT	ELECTRIC FUND	UTILITY BILLING	27.87
FIRE DEPARTMENT	QUEST	TELEPHONE	58.86
	Total for Department 125		172.22*
STREET	ELECTRIC FUND	UTILITY BILLING	3,127.57
STREET	ERICKSON OIL CO	GAS	165.43
STREET	QUEST	TELEPHONE	58.86
	Total for Department 140		3,351.86*
PARKS	ELECTRIC FUND	UTILITY BILLING	1,146.20
PARKS	ERICKSON OIL CO	GAS	77.95
	Total for Department 165		1,224.15*
	Total for Fund 01		7,724.52*
LIBRARY	ELECTRIC FUND	UTILITY BILLING	288.20
LIBRARY	JOAN HUNTER	MILEAGE	39.00
LIBRARY	STAR TRIBUNE	SUBSCRIPTION	58.50
LIBRARY	WALL STREET JOURNAL	SUBSCRIPTION	398.48
	Total for Department 171		784.18*
	Total for Fund 03		784.18*
	HJERPE CONTRACTING I	STREET PROJECT	24,952.09
	Total for Department		24,952.09*
	Total for Fund 09		24,952.09*
POOL	AL BALOUN	EXPENSE	7.75
POOL	ELECTRIC FUND	UTILITY BILLING	5.99
	Total for Department 175		13.74*

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
-----			
		Total for Fund 12	13.74*
AMBULANCE	ELECTRIC FUND	UTILITY BILLING	24.96
AMBULANCE	QUEST	TELPEHONE	58.86
AMBULANCE	VET'S WHOA N'GO	GAS	1,091.39
		Total for Department 176	1,175.21*
		Total for Fund 13	1,175.21*
MULTI-PURPOSE BUILDI	ELECTRIC FUND	UTILITY BILLING	1,256.44
MULTI-PURPOSE BUILDI	RIVER BEND LIQUOR	MERCHANDISE	114.04
		Total for Department 177	1,370.48*
		Total for Fund 14	1,370.48*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	9,977.80
LIQUOR	COCA-COLA BOTTLING C	MERCHANDISE	416.60
LIQUOR	ELECTRIC FUND	UTILITY BILLING	1,038.55
LIQUOR	EXTREME BEVERAGE, LL	MERCHANDISE	315.00
LIQUOR	WIRTZ BEVERAGE MN WI	MERCHANDISE	4,325.24
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	20,100.30
LIQUOR	A H HERMEL CANDY & T	MERCHANDISE	444.46
LIQUOR	JOHNSON BROS.	MERCHANDISE	2,720.61
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	289.00
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	3,523.98
LIQUOR	HARLAND TECHNOLOGY S	MAINTENANCE CONTRACT	44.45
LIQUOR	WINE MERCHANTS	MERCHANDISE	418.00
		Total for Department 180	43,613.99*
		Total for Fund 60	43,613.99*
WATER	AMUNDSON DIG	MAINTENANCE	235.00
WATER	DATA-PAC MAILING SYS	RESET FEE	1.49
WATER	ELECTRIC FUND	UTILITY BILLING	4,233.03
WATER	GOPHER STATE ONE CAL	LOCATES	10.63
WATER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	150.00
WATER	STELLAR BILLING LLC	UTILITY BILL - SERVICES	792.70
WATER	QUEST	TELPEHONE	58.86
WATER	HARLAND TECHNOLOGY S	MAINTENANCE CONTRACT	88.90
		Total for Department 181	5,570.61*
		Total for Fund 61	5,570.61*
	ELECTRIC FUND	REF-UT PREPAY-F GONZALEZ	184.57
	MICHELLE COREY	REFUND-UTILITY PREPAYMEN	125.00
	FREDERICO GONZALEZ	REFUND - UTILITY PREPAYM	115.43
		Total for Department	425.00*
ELECTRIC	DATA-PAC MAILING SYS	RESET FEE	1.50
ELECTRIC	ELECTRIC FUND	UTILITY BILLING	264.79

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ELECTRIC	GOPHER STATE ONE CAL	LOCATES	10.63
ELECTRIC	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	150.00
ELECTRIC	STELLAR BILLING LLC	SPECIAL SERVICE	106.24
ELECTRIC	STELLAR BILLING LLC	UTILITY BILL - SERVICES	1,534.90
ELECTRIC	QUEST	TELPEPHONE	55.44
ELECTRIC	HARLAND TECHNOLOGY S	MAINTENANCE CONTRACT	248.93
ELECTRIC	VET'S WHOA N'GO	GAS	174.94
ELECTRIC	THOMAS BAUMGARD	ENERGY REBATE	25.00
ELECTRIC	CRAIG BURNS	ENERGY REBATE	50.00
ELECTRIC	MARREL BUSH	ENERGY REBATE	10.00
ELECTRIC	MICHAEL EISENMENGER	ENERGY REBATE	250.00
ELECTRIC	BRIAN FUNDAHN	ENERGY REBATE	35.00
ELECTRIC	APRIL HARRINGTON	ENERGY REBATE	10.00
ELECTRIC	ROBERT HARTOG	ENERGY REBATE	25.00
ELECTRIC	WILLIS HENNING	ENERGY REBATE	25.00
ELECTRIC	JULENE HOCKEL	ENERGY REBATE	50.00
ELECTRIC	DOUG JACOBSON	ENERGY REBATE	250.00
ELECTRIC	TIMOTHY JENNIGES	ENERGY REBATE	35.00
ELECTRIC	RICHARD MENKEN	ENERGY REBATE	50.00
ELECTRIC	NANCY MICHALSKI	ENERGY REBATE	25.00
ELECTRIC	JAMES MILLER	ENERGY REBATE	25.00
ELECTRIC	LORNA NAGORSKE	ENERGY REBATE	50.00
ELECTRIC	SALLY OLTMANN'S	ENERGY REBATE	10.00
ELECTRIC	JERRY PARKER	ENERGY REBATE	35.00
ELECTRIC	KEVIN PATTERSON	ENERGY REBATE	25.00
ELECTRIC	TOMO PROKOSCH	ENERGY REBATE	50.00
ELECTRIC	JOHN SHAMP	ENERGY REBATE	50.00
ELECTRIC	TODD SORENSON	ENERGY REBATE	35.00
ELECTRIC	BURDELL SYMENS	ENERGY REBATE	10.00
ELECTRIC	JESSICA TORKEELSON	ENERGY REBATE	50.00
ELECTRIC	ROSE VEENKER	ENERGY REBATE	25.00
ELECTRIC	MARLENE WEGNER	ENERGY REBATE	250.00
	Total for Department 182		4,002.37*
	Total for Fund 62		4,427.37*
SEWER	DATA-PAC MAILING SYS	RESET FEE	1.49
SEWER	ELECTRIC FUND	UTILITY BILLING	18,886.23
SEWER	ERICKSON OIL CO	GAS	66.27
SEWER	GOPHER STATE ONE CAL	LOCATES	10.64
SEWER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	150.00
SEWER	STELLAR BILLING LLC	UTILITY BILL - SERVICES	792.70
SEWER	QUEST	TELPEPHONE	260.60
SEWER	PRO CELLULAR	SUPPLIES FOR CELL PHONES	37.40
SEWER	HARLAND TECHNOLOGY S	MAINTENANCE CONTRACT	88.90
	Total for Department 183		20,294.23*
	Total for Fund 63		20,294.23*
ARENA	AL BALOUN	MERCHANDISE	52.64

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ARENA	ELECTRIC FUND	UTILITY BILLING	4,520.67
ARENA	MN ENERGY RESOURCES	HEATING	116.94
ARENA	HARLAND TECHNOLOGY S	MAINTENANCE CONTRACT	26.67
ARENA	VET'S WHOA N'GO	GAS	48.42
	Total for Department 184		4,765.34*
	Total for Fund 64		4,765.34*
ECONOMIC DEVELOPMENT	COTTONWOOD CTY RECOR	SERVICE	46.00
ECONOMIC DEVELOPMENT	INDOFF, INC	SUPPLIES	583.10
ECONOMIC DEVELOPMENT	ELECTRIC FUND	UTILITY BILLING	73.87
ECONOMIC DEVELOPMENT	HARLAND TECHNOLOGY S	MAINTENANCE CONTRACT	26.67
	Total for Department 187		729.64*
	Total for Fund 67		729.64*
TELECOMMUNICATIONS	COMCAST MEDIA CENTER	SUBSCRIBER	13.00
TELECOMMUNICATIONS	DATA-PAC MAILING SYS	RESET FEE	4.47
TELECOMMUNICATIONS	ELECTRIC FUND	UTILITY BILLING	2,008.77
TELECOMMUNICATIONS	GOPHER STATE ONE CAL	LOCATES	31.90
TELECOMMUNICATIONS	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	450.00
TELECOMMUNICATIONS	KARE	SUBSCRIBER	449.75
TELECOMMUNICATIONS	STELLAR BILLING LLC	UTILITY BILL - SERVICES	1,733.97
TELECOMMUNICATIONS	QWEST COMMUNICATIONS	DIRECTORY LISTING	192.52
TELECOMMUNICATIONS	RFD TV	SUBSCRIBER	195.89
TELECOMMUNICATIONS	HARLAND TECHNOLOGY S	MAINTENANCE CONTRACT	213.36
TELECOMMUNICATIONS	SHOWTIME NETWORKS IN	SUBSCRIBER	299.20
TELECOMMUNICATIONS	VET'S WHOA N'GO	GAS	82.86
TELECOMMUNICATIONS	WOODSTOCK TELEPHONE	SERVICE	186.67
	Total for Department 199		5,862.36*
	Total for Fund 69		5,862.36*
	Grand Total		121,283.76*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	CITIZEN PUBLISHING C	ADVERTISING	287.00
MAYOR & COUNCIL	MCDONALD & SCHRAMMEL	LEGAL FEES	189.00
	Total for Department 101		476.00*
CITY OFFICE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	6.50
	Total for Department 103		6.50*
P & Z / BUILDING OFF	DAY-TIMERS, INC.	SUPPLIES	22.95
P & Z / BUILDING OFF	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	6.50
P & Z / BUILDING OFF	MARCO	SUPPLIES	87.30
	Total for Department 106		116.75*
CITY HALL	AMERICAS - WORTHINGT	WATER TREATMENT	23.46
CITY HALL	CULLIGAN	SERVICE	12.50
CITY HALL	SCHWALBACH HARDWARE	MAINTENANCE	546.88
	Total for Department 115		582.84*
POLICE	CITIZEN PUBLISHING C	ADVERTISING	265.60
POLICE	COTTONWOOD CO TREASU	DISPTACHING	275.00
POLICE	COTTONWOOD CO TREASU	RENT	1,500.00
POLICE	GRAFIX SHOPPE	MAINTENANCE-POLICE CAR	141.92
POLICE	KDOM RADIO	ADVERTISING	162.00
POLICE	MCDONALD & SCHRAMMEL	LEGAL FEES	1,890.00
POLICE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	22.50
POLICE	NATIONAL CRIME PREVE	SUPPLIES	593.58
	Total for Department 120		4,850.60*
FIRE DEPARTMENT	CITIZEN PUBLISHING C	ADVERTISING	226.40
FIRE DEPARTMENT	COTTONWOOD CO TREASU	DISPTACHING	212.50
FIRE DEPARTMENT	EMERGENCY APPARATUS	MAINTENANCE	1,794.31
FIRE DEPARTMENT	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	6.50
	Total for Department 125		2,239.71*
EMERGENCY MANAGEMENT	COTTONWOOD CO TREASU	DISPTACHING	12.50
EMERGENCY MANAGEMENT	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	200.00
	Total for Department 130		212.50*
ANIMALS	COTTONWOOD-SLAYTON V	VETERINARY SERVICE	355.98
	Total for Department 135		355.98*
STREET	COTTONWOOD CO TREASU	DISPTACHING	125.00
STREET	FASTENAL	MAINTENANCE	707.09
STREET	FERRELLGAS	GAS	12.82
STREET	FOX BROTHERS	MAINTENANCE	303.30
STREET	GRAHAM TIRE	MAINTENANCE	805.10
STREET	HOMETOWN SANITATION	HAUL GARBAGE	130.85
STREET	WINDOM AUTO VALU	MAINTENANCE	44.21
STREET	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	6.50
STREET	SANFORD LABORATORIES	TESTING	71.08
STREET	SCHWALBACH HARDWARE	MAINTENANCE	76.55
STREET	VALLEY ASPHALT PRODU	MAINTENANCE	1,095.26

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
STREET	COUNTRY PRIDE SERVIC	MAINTENANCE / DISCOUNT	476.79
	Total for Department 140		3,854.55*
PARKS	COTTONWOOD CO TREASU	DISPATCHING	37.50
PARKS	DICKS WELDING	MAINTENANCE	21.06
PARKS	GDF ENTERPRISES, INC	MAINTENANCE	138.40
PARKS	WINDOM AUTO VALU	MAINTENANCE	101.52
PARKS	SCHWALBACH HARDWARE	MAINTENANCE	38.35
PARKS	TRI-STATE RENTAL CEN	MAINTENANCE	134.22
PARKS	COUNTRY PRIDE SERVIC	MAINTENANCE / DISCOUNT	1,374.05
	Total for Department 165		1,845.10*
	Total for Fund 01		14,540.53*
LIBRARY	AUDIO GO	BOOKS	112.26
LIBRARY	CENTER POINT LARGE P	BOOKS	42.54
LIBRARY	DEMCO	SUPPLIES	40.93
LIBRARY	GALE	BOOKS	402.16
LIBRARY	INGRAM	BOOKS	1,765.04
LIBRARY	J & K WINDOWS	CLEANING	20.00
LIBRARY	MAYO CLINIC HEALTH L	SUBSCRIPTION	29.55
LIBRARY	MICROMARKETING	BOOKS & AUDIO	339.21
LIBRARY	MN DEPT OF LABOR & I	BOILER LICENSE	10.00
LIBRARY	PLUM CREEK LIBRARY	DELIVERY	114.00
LIBRARY	RECORDED BOOKS, LLC	SUBSCRIPTION	173.80
LIBRARY	READERS SERVICE	BOOK	40.22
LIBRARY	TASTE OF HOME	SUBSCRIPTION	29.98
LIBRARY	CROSS STITCH	SUBSCRIPTION	21.97
LIBRARY	MN HERITAGE	SUBSCRIPTION	53.56
LIBRARY	CREATIVE PRODUCT SOU	SUPPLIES	342.87
LIBRARY	GARDEN GATE	SUBSCRIPTION	24.00
LIBRARY	HEALTH	SUBSCRIPTION	20.00
LIBRARY	DISNEY MOVIE CLUB	MOVIES	38.37
	Total for Department 171		3,620.46*
	Total for Fund 03		3,620.46*
	GCC ALLIANCE CONCRET		MAINTENANCE
	Total for Department		1,998.56*
	Total for Fund 09		1,998.56*
AIRPORT	COOPER CROUSE - HIND	MAINTENANCE	695.43
	Total for Department 174		695.43*
	Total for Fund 11		695.43*
POOL	SCHWALBACH HARDWARE	MAINTENANCE	28.78
	Total for Department 175		28.78*

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
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		Total for Fund 12	28.78*
AMBULANCE	BOUND TREE MEDICAL,	EQUIPMENT	126.32
AMBULANCE	COTTONWOOD CO TREASU	DISPTACHING	200.00
AMBULANCE	EMERGENCY MEDICAL PR	SUPPLIES	200.49
AMBULANCE	LEWIS FAMILY DRUG #5	SUPPLIES	357.46
AMBULANCE	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	6.50
AMBULANCE	WINDOM AREA HOSPITAL	SERVICE	3,252.15
AMBULANCE	COUNTRY PRIDE SERVIC	MAINTENANCE / DISCOUNT	17.00
AMBULANCE	ZOLL MEDICAL CORPORA	SUPPLIES	59.00
AMBULANCE	LEO POHLMAN	REFUND - AMBULANCE	419.20
		Total for Department 176	4,638.12*
		Total for Fund 13	4,638.12*
MULTI-PURPOSE BUILDI	BROWN-NICOLLET COMMU	LICENSE	118.00
MULTI-PURPOSE BUILDI	CITIZEN PUBLISHING C	ADVERTISING	187.74
MULTI-PURPOSE BUILDI	COCA-COLA BOTTLING C	MERCHANDISE	111.59
MULTI-PURPOSE BUILDI	FEDER MECHANICAL	MAINTENANCE	264.00
MULTI-PURPOSE BUILDI	HOMETOWN SANITATION	HAUL GARBAGE	51.52
MULTI-PURPOSE BUILDI	HY-VEE FOOD STORE	MERCHANDISE	16.86
MULTI-PURPOSE BUILDI	KDOM RADIO	ADVERTISING	144.80
MULTI-PURPOSE BUILDI	MARTIN'S FLAG COMPAN	SUPPLIES	286.55
MULTI-PURPOSE BUILDI	SCHWALBACH HARDWARE	MAINTENANCE	201.20
MULTI-PURPOSE BUILDI	STONER INDUSTRIAL, I	SERVICE	84.22
MULTI-PURPOSE BUILDI	KULLY SUPPLY	MAINTENANCE	459.63
		Total for Department 177	1,926.11*
		Total for Fund 14	1,926.11*
LIQUOR	ENVIROMASTER, INC.	SERVICE	39.54
LIQUOR	CITIZEN PUBLISHING C	ADVERTISING	90.00
LIQUOR	CONVENT. & VISTOR BU	BUSINESS INVESTMENT	260.00
LIQUOR	CONVENT. & VISTOR BU	VOLUNTARY CONTRIBUTION T	20.00
LIQUOR	CULLIGAN	SERVICE	8.35
LIQUOR	BATCHELLER'S EVER-GR	SERVICE	44.94
LIQUOR	GOPHER ALARMS	SERVICE	51.30
LIQUOR	HOMETOWN SANITATION	HAUL GARBAGE	48.06
LIQUOR	S&K LINES	FREIGHT	720.75
LIQUOR	BANK MIDWEST	NSF CHECK	20.00
		Total for Department 180	1,302.94*
		Total for Fund 60	1,302.94*
		HD SUPPLY WATERWORKD	MAINTENANCE
		THEIN WELL CO.	MAINTENANCE/EQUIPMENT
		Total for Department	5,278.33*
WATER	CHEMSEARCH	SUPPLIES	87.04
WATER	CITIZEN PUBLISHING C	ADVERTISING	156.60

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
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WATER	COTTONWOOD CO TREASU	DISPTACHING	100.00
WATER	HAWKINS, INC	CHEMICALS	2,746.62
WATER	HOMETOWN SANITATION	HAUL GARBAGE	85.04
WATER	HY-VEE FOOD STORE	MERCHANDISE	15.03
WATER	ITRON	MAINTENANCE	789.77
WATER	JERRY'S REPAIR	MAINTENANCE	487.78
WATER	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	6.50
WATER	MIDWEST TESTING	METER	2,020.00
WATER	MN MUNICIPAL UTILITI	DRUG TESTING	35.50
WATER	MN VALLEY TESTING	TESTING	56.25
WATER	SCHWALBACH HARDWARE	MAINTENANCE	68.39
WATER	HD SUPPLY WATERWORKD	MAINTENANCE	194.25
WATER	THEIN WELL CO.	MAINTENANCE/EQUIPMENT	9,322.48
	Total for Department 181		16,171.25*
	Total for Fund 61		21,449.58*
	BORDER STATES ELECTR	INVENTORY	121.23
	RESCO	INVENTORY	498.47
	WERNER ELECTRIC	MAINTENANCE	404.68
	WESCO DISTRIBUTION,	MAINTENANCE	812.09
	Total for Department		1,836.47*
ELECTRIC	COLE PAPER INC.	SUPPLIES	85.13
ELECTRIC	COTTONWOOD CO TREASU	DISPTACHING	187.50
ELECTRIC	ENGINEERING UNLIMITE	MAINTENANCE	674.72
ELECTRIC	H D ELECTRONICS, INC	SUPPLIES	90.74
ELECTRIC	HOMETOWN SANITATION	HAUL GARBAGE	84.75
ELECTRIC	ITRON	MAINTENANCE	1,579.53
ELECTRIC	KDOM RADIO	ADVERTISING	231.00
ELECTRIC	LAWSON PRODUCTS	MAINTENANCE	528.53
ELECTRIC	MCDONALD & SCHRAMEL	LEGAL FEES	84.00
ELECTRIC	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	6.50
ELECTRIC	MILLERBEND MFG. COMP	MAINTENANCE	2,100.09
ELECTRIC	ODDSON UNDERGROUND	MAINTENANCE	1,800.00
ELECTRIC	STONER INDUSTRIAL, I	SERVICE	68.20
ELECTRIC	DEPARTMENT OF ENERGY	POWER COST	85,561.38
ELECTRIC	WINDOM AREA DEVELOPM	INDUSTRIAL DEVELOPMENT	1,200.00
ELECTRIC	WINDOM TOWING CO	TIRES	25.00
	Total for Department 182		94,307.07*
	Total for Fund 62		96,143.54*
SEWER	CALIFORNIA CONTRACTO	SUPPLIES	236.92
SEWER	CHEMSEARCH	SUPPLIES	87.05
SEWER	COTTONWOOD CO TREASU	DISPTACHING	100.00
SEWER	FASTENAL	MAINTENANCE	50.18
SEWER	HAWKINS, INC	CHEMICALS	288.95
SEWER	WINDOM AUTO VALU	MAINTENANCE	34.61
SEWER	ITRON	MAINTENANCE	789.76

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
SEWER	MANKATO MOBIL RADIO	MAINTENANCE CONTRACT	6.50
SEWER	MN VALLEY TESTING	TESTING	3,088.80
SEWER	NICKEL CONSTRUCTION,	PUMP RENTAL	100.00
SEWER	SANFORD LABORATORIES	TESTING	35.54
SEWER	SCHWALBACH HARDWARE	MAINTENANCE	421.50
SEWER	SEWER EQUIPMENT CO	MAINTENANCE	567.91
	Total for Department 183		5,807.72*
	Total for Fund 63		5,807.72*
ARENA	AMERIPRIDE LINEN CO	SERVICE	80.72
ARENA	BARGEN INC	ROOF MAINT FROM WINTER D	25,292.19
ARENA	COCA-COLA BOTTLING C	MERCHANDISE	77.43
ARENA	COTTONWOOD-SLAYTON V	VETERINARY SERVICE	306.50
ARENA	FRANKS SHOE REPAIR	SHOE REPAIR	15.00
ARENA	GDF ENTERPRISES, INC	MAINTENANCE	7.70
ARENA	HOMETOWN SANITATION	HAUL GARBAGE	130.88
ARENA	WINDOM AUTO VALU	MAINTENANCE	78.83
ARENA	HY-VEE FOOD STORE	MERCHANDISE	103.04
ARENA	JERRY'S REPAIR	MAINTENANCE	710.72
ARENA	KDOM RADIO	ADVERTISING	74.00
ARENA	SCHWALBACH HARDWARE	MAINTENANCE	201.78
ARENA	STONER INDUSTRIAL, I	SERVICE	9.55
	Total for Department 184		27,088.34*
	Total for Fund 64		27,088.34*
ECONOMIC DEVELOPMENT	BRADLEY & DEIKE, P.A	PROFESSIONAL SERVICE	48.00
ECONOMIC DEVELOPMENT	CITIZEN PUBLISHING C	ADVERTISING	140.00
ECONOMIC DEVELOPMENT	DAY-TIMERS, INC.	SUPPLIES	22.95
ECONOMIC DEVELOPMENT	GCC ALLIANCE CONCRET	MAINTENANCE	272.61
ECONOMIC DEVELOPMENT	HY-VEE FOOD STORE	MERCHANDISE	102.63
ECONOMIC DEVELOPMENT	MCDONALD & SCHRAMEL	LEGAL FEES	63.00
ECONOMIC DEVELOPMENT	INTERNATIONAL ECONOM	AD FOR EDA DIRECTOR	650.00
ECONOMIC DEVELOPMENT	MARCO	SUPPLIES	87.30
	Total for Department 187		1,386.49*
	Total for Fund 67		1,386.49*
TELECOMMUNICATIONS	CARL'S REPAIR	TIRES	272.00
TELECOMMUNICATIONS	E-911	MONTHLY 911 SERVICE	43.95
TELECOMMUNICATIONS	ELECTRIC FUND	MAINTENANCE	44.80
TELECOMMUNICATIONS	GLOBAL GOV'T/EDUCATI	MAINTENANCE	261.96
TELECOMMUNICATIONS	GODFATHER'S PIZZA	EXPENSE	39.24
TELECOMMUNICATIONS	GRAYBAR ELECTRIC CO	EQUIPMENT	781.22
TELECOMMUNICATIONS	HOMETOWN SANITATION	HAUL GARBAGE	73.92
TELECOMMUNICATIONS	HY-VEE FOOD STORE	MERCHANDISE	29.34
TELECOMMUNICATIONS	KDOM RADIO	ADVERTISING	295.00
TELECOMMUNICATIONS	J. H. LARSON	SUPPLIES / MAINTENANCE	646.98
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	EQUIPMENT	3,639.55

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
TELECOMMUNICATIONS	NEW STAR SALES & SER	COPIER MAINTENANCE	35.00
TELECOMMUNICATIONS	ONVOY, INC	DEDICATED FACILITIES	1,938.73
TELECOMMUNICATIONS	ONVOY, INC	SS7 SERVICE	1,344.77
TELECOMMUNICATIONS	PDI COMMUNICATIONS,	EQUIPMENT	330.22
TELECOMMUNICATIONS	JEREMY ROLFES	SERVICE INTERNET	50.94
TELECOMMUNICATIONS	SCHWALBACH HARDWARE	MAINTENANCE	60.41
TELECOMMUNICATIONS	SOUTHWEST/WEST CENTR	SERVICE	833.33
TELECOMMUNICATIONS	STONER INDUSTRIAL, I	SERVICE	38.26
TELECOMMUNICATIONS	ZAYO BANDWIDTH	BANDWIDTH BILLING	5,680.83
TELECOMMUNICATIONS	DAY BY DAY, INC.	AD	756.00
	Total for Department 199		17,196.45*
	Total for Fund 69		17,196.45*
	COLONIAL LIFE INSURA	INSURANCE	8.82
	Total for Department		8.82*
	Total for Fund 70		8.82*
	Grand Total		197,831.87*

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## Pipestone wind-turbine factory idled; 110 layoffs

Glen Stubbe, Star Tribune

Wind-turbine maker Suzlon Group will idle its Pipestone, Minn., plant, putting 110 workers out of jobs, because the once-booming U.S. wind energy market has lost headway.

The layoffs, to take effect Dec. 29, were announced Monday, the same day Suzlon, the world's No. 3 wind energy company, reported a 70 percent drop in U.S. wind turbine installations for the first half of the year. It follows other industry reports of a deep downturn in the U.S. wind market.

Suzlon, headquartered in India, invested \$8.5 million four years ago to open its first U.S. blade-making factory in the heart of southwestern Minnesota's wind-power alley. The company took advantage of government offers of free land and JOBZ tax breaks. Factory employment, once at 500 workers, had declined to 143 before Monday's layoff announcement.

Pipestone Mayor Laurie Ness said company officials informed the city the factory had no orders and that 33 workers would retool

operations in the hope of future orders. She said the company has been developing a larger blade for a new, more powerful generation of turbines.

"We are disappointed about the challenges Suzlon is facing, but we are not giving up on their viability in the future," said Dan McElroy, commissioner of the state Department of Employment and Economic Development (DEED), which approved the subsidy deals. "We are hopeful that they will solve their problems and can rehire employees once the economy improves."

State officials said a worker dislocation team from the state agency was headed to Pipestone to tell workers about unemployment compensation benefits, job-search assistance and training programs. Most of the factory jobs paid \$11 to \$12 an hour, according to JOBZ disclosure forms.

Suzlon officials in Pipestone did not return repeated calls for comment, and the plant shutdown was not mentioned by corporate executives during an early morning conference call with investment analysts.

### Wind loses its steam

After four years of rapid growth, the U.S.

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wind-power industry expects to install about half as much generating capacity as it did last year, a trade group reported Friday.

"It is a great concern that we don't have demand by utilities for these wind projects going forward," said Denise Bode, CEO of the American Wind Energy Association (AWEA), which reported that the third quarter was the industry's slowest in three years.

The top two manufacturers, Vestas and GE, also have reported gloomy U.S. sales. Keith Sherin, GE's chief financial officer, told investment analysts last month that the U.S. wind market "has really collapsed." Vestas, based in Denmark, said it is closing five factories in Europe.

AWEA, the industry trade group, said year-to-date wind installations in the United States dropped 72 percent to 1,634 megawatts -- the lowest since 2006. The group projected 5,000 megawatts will be installed this year, down from nearly 10,000 last year. One megawatt is roughly the power consumed by 250 to 300 homes.

Minnesota still has 10 wind farms under construction. But across the nation, wind's share of new generating capacity is 13 percent this year -- a decline from 40

percent over the past two years. Bode said coal's share of new electricity generation increased last year, a trend that "is really a wrong direction."

Wind energy industry officials blame the declining U.S. wind market on the lack of a federal renewable-energy mandate on electric utilities. Many states, including Minnesota, have mandated such goals. The wind industry is lobbying for a federal law requiring 15 percent of the nation's power to come from renewable energy.

### Natural gas prices blamed

Suzlon, in its second-quarter statement, partly blamed the U.S. market troubles on low natural gas prices, which make gas generation a cheaper alternative for some utilities. Natural gas prices have fallen about 70 percent from their peak in July 2008. Suzlon said a federal renewable standard, if passed, will "provide strong impetus for future growth."

For the full year, Suzlon said new installations in the United States are likely to decline by 25 percent to 45 percent from last year. The company said the wind market remains strong in India, Asia and South Africa.

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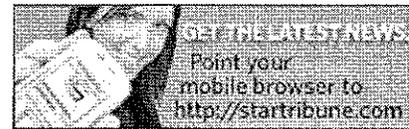
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GE, which has the second-largest share of the wind turbine market, recently reported deliveries down by a third this year to 616 units, and new orders down another 15 percent. Unlike Suzlon, which didn't make a profit in the latest quarter, GE said its wind business remains profitable.

devastating. We are disappointed. ... I still think that wind energy has long-term potential benefits. It fits this community well. We are sitting in a high wind area. Wind blows here all the time."

David Shaffer • 673-7090

Jim Bjork, vice president of Moventas Service North America, said his Finland-based wind company has delayed moving its North American headquarters to Faribault, Minn., and opening a production plant there. The project, which has been discussed with local officials since 2008, is on hold because of the wind-power market, he said.

Demand for energy is down, making it harder for wind farm developers to obtain power purchase agreements with utilities, which have other choices including coal and natural gas, he said. Financing wind farms also has gotten harder, he said.

Ness, the Pipestone mayor, said the layoffs are the latest economic shock to the city of 4,280 people, which lost a boat builder in 2008 and had an earlier round of Suzlon job losses last year.

"Our city has been hit several times," said Ness. "Something this size can be very

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