

Council Meeting
Tuesday, November 2, 2010
City Council Chambers
8:05 p.m.
AGENDA



Call to Order

Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes & Budget Workshop Minutes–October 19, 2010
2. Consent Agenda
 - Minutes
 - EDA Commission – October 25, 2010
 - Mult-Purpose Commission – October 25, 2010
 - Telecommunication Commission – October 26, 2010
 - Airport Commission – October 27, 2010
3. Department Heads
4. Telecommunication Commission
 - 7mb High Cap Internet Rate Recommendation - Resolution
 - Onvoy Contracts
5. Regular Bills
6. Contractor Payment
 - Hjerpe, Inc – 2009 Street Project Final - \$24,952.09
7. Unfinished Business
8. New Business
 - Budget Workshop (November 16th?)
9. Council Concerns
10. Canvas Election Returns and Declare the Results of the Election
11. Recess- Until Election Results are Available to Canvas Election Returns
12. Adjourn



**Council Meeting
Windom City Hall, Council Chamber
October 19, 2010
7:30 p.m.**

1. Call to Order: The meeting was called to order by Mayor Kruse at 7:30 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; Brigitte Olson, Assistant City Administrator; Mike Haugen, Water/Wastewater Superintendent; Jim Kartes, Building Official; Aaron Backman, EDA Director; Brad Bussa, Community Center Director; Marv Grunig, Electric Utility Manager and Jeremy Rolfes, Telecom

Public Present: Rahn Larsen, Frank Dorpinghaus, Wayne Maras, Hillary Mathis and Craig Muller (Wenck Associates)

3. Pledge of Allegiance

4. Approval of Minutes:

Motion by Fast second by Maricle, to approve the City Council minutes from October 5, 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:

- Airport Commission – October 6, 2010
- Park & Recreation Commission – October 11, 2010
- Economic Development Authority – October 11, 2010
- Library Board – October 12, 2010
- Utility Commission – October 12, 2010
- Planning & Zoning Commission – October 12, 2010
- Tree Committee – October 13, 2010

Correspondence from the Cottonwood County Assessor's Office and Minnesota Department of Management & Budget was also received.

Motion by Powers second by Ray, to approve the consent agenda. Motion passed 5-0.

6. Department Heads:

None

7. License Applications:

Kruse said that an application for Authorization to Dispense Intoxicating Liquor has been received from the Laker Grill for an event at the Windom Community Center on November 13, 2010.

Motion by Ray, seconded by Fast, to approve the Authorization to Dispense Intoxicating Liquor for the Laker Grill for an event at the Windom Community Center on November 13, 2010. Motion carried 5 – 0.

8. Resolution Accepting Donations:

Council member Messer introduced the Resolution No. 2010-35 entitled “AUTHORIZATION TO ACCEPT A DONATION IN MEMORY OF RUSSELL ENGLEHORN” and moved its adoption. The resolution was seconded by Fast and on roll call vote: Aye: Powers, Ray, Fast, Maricle and Messer. Nay: None. Absent: None. Resolution passed 5 – 0.

Council member Maricle introduced the Resolution No. 2010-36 entitled “AUTHORIZATION TO ACCEPT A DONATIONS FROM BALZER MANUFACTURING AND SCOTT VEENKER” and moved its adoption. The resolution was seconded by Powers and on roll call vote: Aye: Ray, Fast, Maricle, Messer and Powers. Nay: None. Absent: None. Resolution passed 5 – 0.

9. Planning Commission Recommendation – Conditional Use Permit for 93 12th Street:

Mayor Kruse noted that this is his property and as such he would remove himself from the Council table and have Mayor Pro Tem Powers preside over this item on the agenda.

Jim Kartes, Building Official, said that an application for a conditional use permit was received from Kirby and Charlotte Kruse for the property located at 93 12th Street. The applicants are proposing the addition of a garage and storage shed. The conditional use permit is required as the proposed structures will exceed the maximum lot coverage allowed within this zone. Notices were mailed to the property owners within 350 feet and no objections were received. The Planning & Zoning Commission recommended approval.

Motion by Maricle, seconded by Fast, to approve the conditional use permit as recommended by the Planning & Zoning Commission for property located at 93 12th Street. Motion carried 5 – 0.

10. EDA Recommendation – Petition to Amend Enabling Resolution:

Aaron Backman, EDA Director, said that the Windom EDA enabling resolution as written in the late 1990s was not in compliance with State Statute 469.095 as it relates to the terms of the EDA Commissioners. The State law requires that Commissioners serve six year terms and Windom's Enabling Resolution states that terms are to be three years with a limit of two terms. A change is needed in the EDA Enabling Resolution to conform with State law.

The EDA Commission is recommending that the terms of the present EDA members be extended for an additional three years, which would bring the terms to a length of six years. They also recommended a limit of one full term with an allowance for anyone serving an unexpired term of less than three years would be eligible for appointment to one full six year term.

State law requires that a public hearing be held by the City Council prior to consideration of these changes to the EDA Enabling Resolution.

Nasby said at this time the resolution before the City Council would set the public hearing for November 16, 2010 and set the notice requirements.

Council member Maricle introduced the Resolution No. 2010-37 entitled “RESOLUTION CALLING FOR A PUBLIC HEARING ON THE PROPOSED AMENDMENT OF SECTION 5.C. OF RESOLUTION 98-23 CONCERNING TERMS FOR EDA COMMISSIONERS” and moved its adoption. The resolution was seconded by Fast and on roll call vote: Aye: Fast, Maricle, Messer, Powers and Ray. Nay: None. Absent: None. Resolution passed 5 – 0.

11. Resolution of Appreciation – Aaron Backman:

Council member Maricle introduced the Resolution No. 2010-38 entitled “A RESOLUTION EXPRESSING SINCERE APPRECIATION TO AARON BACKMAN FOR HONORABLE AND DEVOTED PUBLIC SERVICE TO THE CITY OF WINDOM, MINNESOTA” and moved its adoption. The resolution was seconded by Fast and on roll call vote: Aye: Maricle, Messer, Powers, Ray and Fast. Nay: None. Absent: None. Resolution passed 5 – 0.

12. Community Center:

Brad Bussa, Community Center Director, introduced himself and Wayne Maras, Community Center Commission Chair and Hillary Mathis, Community Center Commission Secretary. The Community Center Commission is recommending that the Community Center become the sole liquor provider at the facility. This matter arose when the Windom Lions Club informed the Community Center that it would no longer be providing liquor for non-Lions activities such as wedding dances. Bussa said the lack of liquor providers could deter some events from using the Community Center and if an event were small they may

not be able to secure another provider such as a caterer. The Commission had discussed the issue extensively and information related to their recommendation is contained in the memorandums within the Council packets. They have also spoken to vendors and users of the Community Center and not received opposition to the proposal.

The Community Center staff has calculated the start up costs and other changes that will be needed to become a full-service liquor provider. Additional, part-time on-call bartenders will be needed along with training, insurance and supplies. The change would be effective January 1, 2011.

Motion by Maricle, seconded by Ray to approve the Community Center Commission's recommendation to designate the Windom Community Center as the sole liquor provider for events at the Windom Community Center. Motion carried 5 – 0.

Bussa said the second item for consideration was a Shelter Agreement between the City and the American Red Cross. Essentially this agreement designates the Windom Community Center as a Red Cross shelter in the event of emergency or natural disaster and outlines the operational duties and responsibilities of the parties. The Community Center was used this last winter as an overflow shelter for stranded motorists when the LEC filled up.

Motion by Messer, seconded by Fast to approve the Shelter Agreement between the City of Windom and the American Red Cross as presented. Motion carried 5 – 0.

13. Windom Utility Commission Recommendations:

Mike Haugen, Water/Wastewater Superintendent, said that the Good Samaritan Society of Windom (GSS) recently annexed land into the City and constructed a private drive as part of a future expansion project. The project extended the City's wastewater main to the GSS property and upon completion a portion of the line is being dedicated to the City. The section of main was designed and constructed according to City standards. If it is accepted the City will assume ownership and then be responsible for operation and maintenance. The Windom Utility Commission is recommending the acceptance of the designation from GSS.

Motion by Messer, seconded by Powers to approve the dedication of a portion of wastewater main from the GSS to the City of Windom. Motion carried 5 – 0.

Marv Grunig, Electric Utility Manager, said that there is an existing electric generation agreement in place between the City, Hospital and Utility Commission until 2011. This agreement was put into place as a mechanism for the hospital generator to provide peak shaving power to the City's electrical department, which would save them from having to purchase very high priced power from the real time energy market. For this service the electric department was paying the hospital an annual fee. Due to new federal regulations on generators the cost to retro-fit the hospital generator was excessive to the benefit received by the electric department, especially since the hospital would not have to comply with the new rules if it only used the generator for emergency use. As such, the hospital

and Utility Commission have agreed to terminate the electric generation agreement about a year early.

Motion by Messer, seconded by Fast to approve the termination of the electric generation agreement of 2005 between the Hospital, Windom Utility Commission and City of Windom. Motion carried 5 – 0.

14. Storm Sewer – 18th Avenue Estimate of Cost:

Bruce Caldwell, Street Superintendent and Craig Mueller, Wenck Associates, said that the recent flooding in Windom due to the heavy rains in September highlighted the need for storm sewer improvements in the 18th Street, Red Leaf Court and Maple Park Circle area. A preliminary cost estimate is included in the Council packet.

Caldwell discussed the existing storm water system and the experiences from the flooding. Much of the run off is from areas outside of the City limits and he has spoken to staff from the County and NCRS. Any project to address the storm water will need to include these parties as well as the property owners in the watershed area.

Mueller noted that there are some existing municipal utilities in the right-of-ways in this area and they may need to be relocated, which will add some costs to the project.

Following significant discussion it was the consensus of the Council to direct staff and the engineers to look at additional options and explore the availability of funding opportunities.

15. 2011 Camping Fees – Resolution:

Caldwell said the Windom camping fees had been in place for a number of years and the proposal is to raise the rate from \$8 to \$10. He had surveyed other area camp grounds and our rates would still be low, but we do not provide sewer hook ups and showers so we would not be looking to charge as much as the facilities that have those amenities.

Nasby said the resolution also includes ice fees that were previously approved on September 21, 2010 by the City Council.

Council member Fast introduced the Resolution No. 2010-39 entitled “RESOLUTION ESTABLISHING RATES, CHARGES AND FEES FOR PARK AND RECREATION FACILITIES” and moved its adoption. The resolution was seconded by Maricle and on roll call vote: Aye: Messer, Powers, Ray, Fast and Maricle. Nay: None. Absent: None. Resolution passed 5 – 0.

16. Personnel Committee – Supervisory Pay Plan COLA:

Messer said that the Personnel Committee is recommending a 1% cost-of-living adjustment (COLA) for supervisory employees for 2011. This is consistent with the two union agreements.

Motion by Messer, seconded by Powers to approve the 1% COLA for supervisory employees for 2011. Motion carried 5 – 0.

17. Regular Bills:

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

18. Unfinished Business:

Kruse said he had an appointment for the Planning & Zoning Commission. He is proposing the appointment of Kevin Rose.

Motion by Fast, seconded by Maricle to approve the appointment of Kevin Rose to the Planning & Zoning Commission. Motion carried 5 – 0.

19. New Business:

Nasby said that a request was received from Cottonwood County to use the City Hall, Council Chamber for meetings at no charge. For the next few weeks the Law Enforcement Center basement will be used by FEMA for its headquarters, as such they will lose the use of this meeting space. Since FEMA will be assisting Windom citizens he is recommending the approval of the County's request.

Motion by Messer, seconded by Ray to approve use of the City Hall, Council Chamber by Cottonwood County at no cost for the duration of the FEMA operations at the LEC. Motion carried 5 – 0.

20. Council Concerns:

None.

21. Adjourn:

Meeting adjourned by unanimous consent at 8:23 p.m.

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

Preliminary

**SPECIAL CITY COUNCIL – Budget Workshop
MINUTES
City Hall, Council Chamber
October 19, 2010
6:00 p.m.**

1. Call to Order: The meeting was called to order by Mayor Kirby Kruse at 6:00 p.m.

2. Roll Call: Mayor: Kirby Kruse

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

Council Members Absent:

City Staff Present: Steve Nasby, City Administrator; Brigitte Olson, Assistant City Administrator; Marv Grunig, Electric Utility Manager; Bruce Caldwell, Street & Park Superintendent; Joan Hunter, Library Director; Al Baloun, Recreation Director; Jeff Shirkey, Police Chief; Brad Bussa, Community Center Director; Tim Hacker, Ambulance Director; Dan Fossing, Fire Chief and Dan Ortman, Assistant Fire Chief

Public Present: Rahn Larsen and Frank Dorphinghaus

3. 2011 Budget Workshop – 2nd Round of Department Presentations

Mayor Kruse said that the presentations by the Departments are to review the preliminary budget information, discuss the changes from the prior year and to identify any capital items for consideration.

Presentations by the following Departments or Funds were made regarding their 2011 budget requests for operational expenses and capital items. The City Council had discussions and questions for the presenters on their various budget requests.

Electric
Street
Park
Library
Pool
Recreation
Arena

Mayor Kruse recessed the budget workshop at 7:25 p.m. The workshop would reconvene later in the evening at the conclusion of the regular City Council meeting.

Mayor Kruse re-convened the budget workshop at 8:30 p.m. The following departments presented their budgets.

Police
Community Center
Ambulance
Fire

Nasby said that the EDA budget was presented at the last meeting, but since that time the EDA Director has announced his resignation. Staff has met with a couple of the EDA officers and their preference is to fill the position as soon as possible. The 2011 budget proposal anticipated having a full-time EDA director. Nasby said that there may be an opportunity in the near future to look at the leadership in the EDA and HRA as there is some cross over of functions related to housing.

Fast said that one option would be to discuss possible partnerships with other communities or the county. Kruse and Messer noted that there could be problems with a shared director splitting their time up fairly and possible turf battles between communities for projects.

4. Adjourn:

Kruse adjourned the meeting by unanimous consent.

Meeting adjourned at 9:20 p.m.

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

**ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
SPECIAL MEETING
OCTOBER 25, 2010**

1. Call to Order: The meeting was called to order by President Slette at 12:04 p.m.

2. Roll Call & Guest Introductions:

EDAWN Commissioners: Trevor Slette, Juhl Erickson, Sally Larson, Corey Maricle, and Bob Messer.

Also Present: EDA Staff – Aaron Backman, Executive Director, and Mary Hensen, Adm. Asst.; City Administrator Steve Nasby; WADC Liaison Lisa Fredin; and Rahn Larson (Citizen).

3. Approval of Minutes:

Motion by Commissioner Messer, seconded by Commissioner Maricle, to approve the Minutes of the EDA Meeting held on October 11, 2010. Motion carried 4-0.
(Commissioner Erickson arrived after this vote.)

4. Modification of Commissioners' Terms - Update: Director Backman reported that the Board's recommendation for amending the EDA At-Large Commissioners' terms, pursuant to state statutes, was presented to the City Council on October 19, 2010. The City Council adopted a resolution setting a public hearing on the proposed amendments for Tuesday, November 16, 2010.

5. Grocery Store Update: Director Backman updated the Board concerning recent contacts with prospects regarding a possible second grocery store for Windom. There was a discussion concerning the shopping area served by Windom and the number of employees who commute to work in Windom each day.

6. Executive Director's Report

A. Recap of Completed Projects (May, 2007 – Present) & Current Projects Update: Director Backman recapped for the Board the projects and accomplishments of the EDA during the period from May 23, 2007, through the present. He further updated the Board concerning current projects. Director Backman thanked the Board and said it had been an honor to work with all of them. On behalf of the Board, President Slette thanked Director Backman for his service to Windom and his assistance to the Board.

7. New Business: City Administrator Nasby advised that it was the EDA's consensus to refill the EDA Executive Director vacancy and keep the position focused on economic development. Administrator Nasby distributed copies of the updated job description and job announcement for the EDA Executive Director. He briefly reviewed the salary structure with the Board. This week the job announcement will be forwarded to the various organizations including, but not limited to, League of Minnesota Cities, Economic Development Association of Minnesota, and International Economic Development Council. The deadline for submission of applications for the position is November 29, 2010. Scheduling arrangements for the EDA Board's review of applications and interviews of candidates will be made at the November EDA meeting.

Motion by Commissioner Messer, seconded by Commissioner Erickson, to approve the revised job description and job announcement for the EDA Executive Director position. Motion carried 5-0.

8. Adjourn: By consensus, President Slette adjourned the meeting at 12:39 p.m.

Sally Larson, Secretary-Treasurer

Attest: _____
Trevor Slette, President

Following adjournment of the meeting, a Business Coffee in honor of Aaron Backman was held in the City Council Chambers.

Community Center Commission Minutes
Monday October 25, 2010

1. Call to Order: The meeting was called to order by President Wayne Maras at 5:37 p.m.

2. Roll Call: President: Wayne Maras
CC Director: Brad Bussa
Commission Members: Dick Jeffrey
Kelly Woizeschke
Hilary Mathis
Commission Liaisons: Corey Maricle
Bruce Caldwell-Absent
Jo Ann Ray-Absent
EDA Director: Aaron Backman – absent

3. Approval of Minutes:

Motion by Dick Jeffrey, seconded by Hilary Mathis, to approve the September 27, 2010 Community Center Commission Minutes. Motion carried 4-0

4. Additions to the agenda:

- a. Nothing new to report. WCC Director Bussa mentioned Senior Center door issue and Senior Center Room will be closed October 29, 2010 due to Gun and Knife Show being held

5. Correspondence:

- a. Commission noted that once again correspondence were great.

6. President's Report:

- a. WCC President Wayne Maras reported Liquor License has City Council approval.

7. Director's Report:

- a. Dance Suggestion-Singles Dance has been inquired about. Commission discussed this has been done a couple of times previously without a good turnout and with a loss of revenue.
- b. Liquor Policy Workshop-Commission discussed pricing and flat fee to serve of \$250. **Motion by Hilary Mathis, seconded by Kelly Woizeschke, to set flat fee of \$250. Motion carried 4-0.** A discussion also followed of possible part time wages and inquired about tip claiming and will report information back to next meeting. Kegs- it was discussed of a limit of 3 complimentary kegs per event. After the third keg, each keg will be set at another price. For example-first 3 kegs at \$300/each, and 4th complimentary keg will be \$400, 4 complimentary kegs will equal \$1,300, 5 kegs equals \$1,700 and so on. It was also discussed about the

need to set an outside beverage policy-no outside beverages allowed-discussed more to come.

8. Resource Management:

Schedule of Events: No questions or discussions

Income & Expense: Nothing new to report

9. Miscellaneous:

a. Nothing to report

10. Open Forum: Nothing to report

11. Next Meeting: Monday November 22, 2010 at 5:30pm.

Adjourn:

Motion by Kelly Woizeschke, seconded by Hilary Mathis, to adjourn the meeting at 6:27 pm. Motion carried 4-0.

Wayne Maras, WCC President

Attest: _____
Brad Bussa, WCC Director

Hilary Mathis, WCC Secretary

Telecommunication Commission Minutes

Tuesday
Oct 26th, 2010

1. Call to Order:

Wendell Woodcock called the meeting to order.

2. Roll Call:

Commission Members Present: Robert Messer, Virgil Meier, Forrest Fosheim, Wendell Woodcock

Commission Members Absent: Corey Maricle

City Staff Present: Dan Olsen, Londa Fosheim, Steve Nasby

Public Present: None

3. 7/7 HIGH CAP Internet Rate:

New Internet Rate – 7up/7down. Anyone can add this 7up/7down internet at a rate of \$199.00 a month if they buy or have a trunk.

Virgil Meier made a motion to add 7up/7down Internet rate to Windomnet Services. Robert Messer 2nd.
All in favor.

4. Channel 6 Fox:

The translator is out in Worthington. Dan Olsen has a call into the serviceman.

Wendell Woodcock recommended to get rid of Channel 6 Fox and replace it with another Channel.

Robert Messer wants to keep it.

Waiting to hear back from serviceman to see if they are going to fix it or not.

5. Onvoy SS7 Agreements:

1 yr or 3 yr contract. Windomnet has not had any problems with Onvoy since they took over from Zayo. 3yr contract will be a savings of about \$385.00 a month.

Robert Messer makes a motion to go with the 3 yr contract. Wendell Woodcock 2nd. All in Favor.

6. Channel Line up:

Stimulus Group: Channel line up not set up yet. There will be a channel line up change, trying to keep it at a minimum amount of change.

7. Director's Report:

Dial up: Equipment getting hard to find. Only have 6 or 7 signed up for dial up services.

Future Internet Speed: Look at raising internet speeds.

Windomnet has a few business customers getting ready to switch to us. Working on networking hosting storage solution, Co-Locate to rent space from us. Customer working on putting equipment in Rack they are renting from us.

8. Adjourn:

Wendell Woodcock adjourned the meeting.

Windom Airport Commission Minutes
October 27, 2010

The Windom Airport Commission met on October 27, 2010, at 8:30 a.m. at the Windom Airport. Members present were Marlyn Bartsch, Brian Underwood, Scott Fredin, Stan Wendland and Gerri Burmeister. Members absent: Merle Wall, John Holt and Liaison Mayor Kirby Kruse. Others Present- City Staff: Steve Nasby, Denise Nichols and Bruce Caldwell.

Vice Chairman Underwood called the meeting to order.

1. **Approve Minutes:** Minutes from October 6, 2010, were reviewed. Motion by Burmeister, seconded by Fredin, to approve the minutes as written. Motion passed 5 ayes, 0 nays.

2. **Consultant Selection:** Airport Manager Brian Underwood reported to the Commission the information that he had obtained during his reference calls of the respondents from the RFQ. He also called airport managers in Fairmont, St. James, Marshall and Jackson for their experiences with the engineering firms during construction projects. The Commission reviewed and discussed the information that Underwood obtained and made the following motion. **Motion by Bartsch, seconded by Fredin, to hire TKDA as the airport engineer and consultant. Motion passed 5 ayes, 0 nays.**

3. **Other Business:** The Commission reviewed and discussed the updated Capital Improvement Plan and future funding for the projects listed.

Street Superintendent Bruce Caldwell reported that staff training for the Storm Water Pollution Protection Plan (SWPPP) would be conducted this week.

Caldwell reported that he had contacted the League of Minnesota Cities to obtain information for policies and guidelines for airport snow removal and opening an airport following a snow event. The League is checking for information they may have on file or they may develop policies and guidelines. Once the information is received, a policy will be developed for the Airport.

4. **Commission Concerns:** None

5. **Adjourn:** By unanimous consent, the meeting was adjourned at 9:18 a.m.

Brian Underwood, Vice Chairman

Attest: _____
Steve Nasby, City Administrator

RESOLUTION #2010-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

CITY OF WINDOM

**RESOLUTION ESTABLISHING
RATES, CHARGES AND FEES FOR
TELECOMMUNICATIONS ENTERPRISE FUND**

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

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

WHEREAS, the Windom Telecommunication Commission recommends to the Windom City Council the addition of a 7mb/7mb High Cap internet speed and to establish a rate for the new telecommunications service; and

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

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

Add the telecommunication service of 7mb/7mb High Cap Internet at a monthly rate of \$199.00. Customers will be required to have a high capacity voice circuit of T1 or above to qualify for this service and rate.

Adopted this 2nd day of November, 2010.

Kirby G. Kruse, Mayor

ATTEST:

Steven Nasby, City Administrator

This Addendum is entered into this 14th day of October, 2010 (the "Effective Date"), by and between Minnesota Independent Equal Access Corporation ("MIEAC") a wholly owned subsidiary of Onvoy, Inc. d/b/a Onvoy Voice Services ("OVS") and for the purposes of this Agreement shall be referred to as OVS, a Minnesota corporation, with a principal place of business at 300 South Highway 169, Suite 700, Minneapolis, Minnesota, 55426, and Windom Telecommunications ("Customer"), with a principal place of business at 443 10th Street, Windom, MN 56101. Hereinafter, OVS and Customer may be collectively referred to as the "Parties," or individually as a "Party."

All provisions contained in the OVS Wholesale Master Service Agreement between the Parties dated 2-20-2007 which the Parties may agree to amend or supersede by another OVS Wholesale Master Service Agreement from time to time ("Agreement") shall apply to this SS7 A-Link Interconnection Service Addendum ("Addendum").

Check the box if applicable:

This SS7 A-Link Interconnection Service Addendum replaces and supersedes any and all previous SS7 A-Link Interconnection Service Addendum(s).

A. PREMISE

1. OVS and INS. OVS, Inc. and Iowa Network Services, Inc. (INS), jointly operate an SS7 Network which includes a mated pair of STPs located in Plymouth, Minnesota and Des Moines, Iowa.

2. SS7 Customers. Customer is a local exchange carrier ("LEC"), competitive local exchange carrier ("CLEC"), or wireless carrier, which will be operating one or more SS7 signaling nodes (e.g. SP, SSP, SRP, ALC, STP) and desires to connect one or more of its nodes to the OVS/INS SS7 NETWORK via SS7 A-Links. Customer intends to use these signaling links in support of trunk signaling for its access services, database query and response messaging and other services.

B. DEFINITIONS

The technical terms, abbreviations and definitions used in this Addendum are defined in Exhibit A to this Addendum.

C. INTERCONNECTION AND SERVICE DESCRIPTION

1. Customer Provision to POI/TTP. Customer will provide the portion of the signaling links between its SS7 node or nodes, and the Customer's Point of Interconnection (POI) or Toll Transfer Point (TTP). Each node will require at least one pair of 56 Kbps links and each link in the pair shall be embedded in a separate high speed digital channel (DS1 or higher rate) at the POI or TTP. Each party shall maintain its portion of the signaling links.

2. OVS/INS Provision to STPs. OVS and INS will provide the facility to transport one link of each pair from the POI or TTP to the Plymouth STP and the other link to the Des Moines STP. OVS and INS will also provide one port on each of the STPs for each link ordered.

3. SS7 Protocol. All signaling nodes and links shall meet ANSI/Telcordia specifications including Telcordia Publications GR-246-CORE, GR-317-CORE, GR-394-CORE, FR-905 and other specifications, which may be reasonably required from time to time by OVS and INS. A comprehensive list of Telcordia specification documents pertaining to SS7 is included on Exhibit C.

4. Testing and Maintenance. Each party agrees to provide personnel for the testing and maintenance of the signaling links in accordance with industry standards. Each party agrees that this testing and maintenance effort will be provided without compensation from the other parties.

5. Point Codes. Point code assignment and the placement of orders for the links shall be performed in accordance with the guidelines established by the operating Addendum between OVS and INS. Any and all point codes assigned to Customer by OVS for use on the OVS/INS SS7 Network belongs to OVS. In the event Customer terminates this Agreement for OVS SS7 A-Link Interconnection Services, Customer agrees to discontinue use of assigned point codes within ninety (90) days after termination.

6. Performance Monitoring. It is the responsibility and obligation of OVS and INS to monitor the performance of the links and to take prompt action to cure any deficiencies.

7. Right to Modify. OVS reserves the right to modify its network pursuant to other specification standards that may become necessary to meet prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in advance and coordinated with Customer and Customer agrees to conform to such changes.

D. RATES

1. A-Link Rates. Customer shall pay OVS for the facilities provided under this Addendum based upon the number of A-Links ordered from OVS. The rates for A-Links are specified in Exhibit B.

2. Other Network Provider Charges. Any charges billed to OVS by other SS7 network providers for Customer's SS7 messages will be re-billed to Customer by OVS along with a reasonable administrative fee.

3. Taxes/Regulatory Requirements. OVS may, upon immediate notice to Customer, pass on any related taxes or regulatory requirements imposed by any governmental entity with jurisdiction over the subject matter of this Addendum.

4. Rate Changes. At any time during the Customer selected term, or during any renewal term, OVS may, upon sixty (60) days prior written notice to Customer, change any Exhibit B rates and/or terms for reasons including, but not limited to, third party price changes. Customer may cancel this Addendum without liability in the event of any rate increase regarding Services specific to this Addendum.

E. TERM AND TERMINATION

1. Terms. The Addendum and its exhibits shall remain in effect for the selected term, as described on Exhibit B, from the Effective Date of the Addendum, unless earlier modified or terminated. The initial term of this Addendum is a three (3) year term.

2. Early Termination Liability (ETL). In the event Customer desires to cancel this Addendum, during the initial Term (known as "early termination"), Customer shall give OVS at least sixty (60) days advance written notice and provide OVS with a cancellation date for early termination of Services. When the Customer desires early termination, the Customer shall pay OVS an Early Termination Liability to be calculated as follows:

**Average A-Link Billing times (x) Number of Months Remaining in
Term times (x) 0.75**

Where **Average A-Link Billing** is defined as: being equal to the average of the six (6) highest monthly A-Link invoices previously billed



to Customer. Both Parties acknowledge and agree that OVS's damages in the event of termination of Services are difficult to estimate. The foregoing is a reasonable estimate of such damages and constitutes liquidated damages and not a penalty.

No installation or non-recurring charges (NRC) shall be included in the calculation of Average A-Link charges within the Term.

3. Termination due to Rate Increase. The aforementioned Early Termination Liability shall not apply in cases where cancellation is due to any OVS rate increases regarding Services specific to this Addendum or where Customer terminates the Addendum for OVS's uncured breach. Customer shall give OVS at least sixty (60) days advance written notice and provide OVS with a cancellation date for termination of Services.

4. Termination due to Non-Pay. The foregoing notwithstanding, OVS may terminate this Addendum if an invoice for services under this Addendum is not paid in full within ninety (90) calendar days after the due date of any invoice, by giving thirty (30) calendar days written notice to Customer prior to termination with an opportunity to cure. The Customer will be charged an Early Termination Liability in accordance with the information as outlined in subsection 2 above in addition to past due amounts and interest.

5. Termination due to Breach. OVS may initiate termination of this Addendum upon thirty (30) calendar days notice if OVS has reason to believe that the Customer has used the facilities provided under this Addendum in a manner that has breached the terms of this Addendum. Said notice shall state the nature of the breach. If Customer cures the breach within the thirty (30) day notice period, the notice of termination shall be withdrawn by OVS. Otherwise, termination and disconnection shall be effective on the 90th day from the date of notification.

6. Automatic Annual Renewals. This Addendum shall automatically renew after the selected Term on the same terms and conditions contained herein, or on such other terms as may be mutually agreed to by the Parties in writing, including revised rates, unless a Party has given written notification of its intention to terminate to the other Party. Initial three (3) year term contracts that are automatically renewed for a (1) year term will assume the one (1) year rates as reflected in Exhibit B.

7. Termination During Renewal Term. Should Customer desire to cancel the Addendum during a one year renewal term, Customer shall give OVS at least a thirty (30) day advance written notice and Customer shall pay liquidated damages equal to one month's charges times the Number of Months Remaining in Term.

F. BILLING AND PAYMENT

1. Monthly Billing. Customer will be billed by OVS monthly for A-Link interconnection to the OVS SS7 Network. Services will be billed in advance, with invoices generated on the 1st of each calendar month. Payment shall be due thirty (30) days after the date of the invoice.

2. Dispute. If there is any dispute associated with the monthly invoice, Customer shall make payment for the undisputed amount. Customer shall have the right to dispute any amount; provided, however that the Customer notifies OVS in writing of its dispute within sixty (60) calendar days of the receipt of the invoice or the right to dispute shall be waived.

3. Adjustments. Any adjustments relating to a disputed amount shall be reflected on the next invoice issued after resolution. If the dispute ultimately is resolved in favor of Customer, Customer shall be entitled to adjustment from OVS to the extent the claim is sustained.

4. Late Payment Charges. All charges not paid within thirty (30) days of the invoice date will be assessed a late payment charge of one and one-half percent (1.5%) per month, or the highest rate allowed by law, whichever is lower.

5. Deposit. In order to provide Services to Customer, OVS may, at its sole discretion, require a letter of credit or deposit from Customer before Services can commence. Said deposits will be applied to the Customer's account balance upon disconnection of Services.

6. OCN Billing. For parent companies with both a LEC company and a CLEC company with combined SS7 A-Link operations, billing is determined by the switch owner's OCN. Whichever entity (LEC or CLEC) that hosts the switch and thus owns the OCN will receive the invoice.

G. NOTICE OF SS7 TROUBLE

Notification of SS7 trouble shall be provided verbally and expeditiously in the following manner:

IF TO CUSTOMER:

Name: Windom Telecommunications NOC
Phone Number(s): 507-832-2000

If to OVS:

Network Operations Call Center (NOCC), Technician on Duty
Phone Number: 763-230-2038 or Toll Free 800-933-1224, option 2.

The terms of this Addendum are hereby agreed to by duly authorized representatives of the Parties.

The terms of this Addendum are hereby agreed to by duly authorized representatives of the Parties.

Minnesota Independent Equal Access Corporation

A subsidiary of Onvoy, Inc. d/b/a Onvoy Voice Services
Windom Telecommunications
300 South Highway 169
Suite 700
Minneapolis, MN 55426
443 10th Street
P.O. Box 38
Windom, MN 56101

Signature: _____
- Signature: _____

Printed
Name: _____
Printed Name: _____

Title: _____
Title: _____

Date: _____
Date: _____



EXHIBIT A

DEFINITIONS

A-Link (Access Link): SS7 signaling link that interconnects SPs and SSPs with their home STP pair. For network reliability, the SS7 network specifications require two A-links per SP or SSP. In order for a telecom provider to participate in the SS7 world and provide call control and enhanced services such as Caller Name (CNAM), 800 Database and Local Number Portability (LNP) queries, a provider must have A-links in place to an SS7 service provider. Only messages originating from or destined to the signaling end point (SP or SSP) are transmitted on an A-link. For purposes of this agreement, an A-Link pair consists of two (2) 56 kbps circuits between the Customer's nearest TTP or POI and the OVS Network STPs.

A-Link Concentrator (Consolidation Point (CP)): The A-Link Concentrator works in conjunction with an SP/SSP and performs a concentration function thus reducing the number of "A" links required. It supports sub-network message routing and reduces dependency on the Signal Transfer Point (STP). Some examples are Northern Telecom's Signaling Relay Point (SRP) and Siemens "A" link consolidation feature.

Common Channel Signaling /Signaling System 7 (CCS/SS7): A global standard for telecommunications defined by the International Telecommunication Union (ITU). SS7 is a network signaling technology using SS7 signaling protocol in which call control information is transmitted separately, or out-of-band, from the voice communications path. The SS7 network is used for wireline and wireless call setup, routing and control.

Point Code (PC): The Point Code is a 24 bit binary code to identify a specific signaling point or node on the CCS/SS7 network. The code is broken down into three primary fields: Network Identity Field, Network Cluster Field, and Cluster Member Field. The OVS SS7 network will operate under one identifying code, which is "222". The Customer will be assigned a point code for each SP and SSP by the OVS SS7 network ordering group prior to or at the time Customer orders A-Links from the Network.

Route Set: A pair of point codes between which signaling will be permitted. For example, for a conforming End Office to reach an IXC, the Route Set is the point code of the conforming End Office paired with the point code of the IXC. However, for a non-conforming End Office, the Route Set is the point code of OVS/INS paired with the point code of the IXC.

Point of Interconnection (POI): The POI refers to the physical interconnection between two (2) carriers. This POI usually establishes the point of interface to a CEA access tandem as listed in the carrier's access tariff.

Service Switching Point (SSP): A switching office or node on the CCS/SS7 network, which has the ability to launch queries to a centralized on-line database such as the 800 Database and the Line Information Database (LIDB) class.

Signal Point (SP): A node on the CCS/SS7 network that converts non-SS7 signals to SS7 protocol, sends and receives messages from one node to another in order to establish and disconnect calls.

Signal Transfer Point (STP): A packet switch that routes SS7 signaling messages between other nodes in the CCS/SS7 network. OVS/INS provides a geographically separated mated pair of STPs for connection to the Customer. The STPs are located in Plymouth, Minnesota and Des Moines, Iowa.

Signal Relay Point (SRP): An "A" Link Concentration Point.

Number of Months Remaining in Term: Number of months from cancellation date (not advance written notice date) to the end of Term, or in the case of Default, the number of months from volume cessation to the end of Term.



EXHIBIT B

TERMS AND RATES

Term:

Three year

Standard Rates Schedule

SS7 A-Link Service	NRC	1 Year Term MRC	1 Year Term Per Query	3 Year Term MRC	3 Year Term Per Query
A-Link Pair	\$527.50	\$1,000.00		\$800.00	
A-Link Pair w/OVS Tandem	\$527.50	\$800.00		\$600.00	
A-Link Pair – Add'l Links on same order	\$12.50				
Global Title Translation (GTT)	\$150.00				
Each Add'l GTT on same order	\$50.00				
Off-Net Route Set	\$250.00	\$150.00		\$120.00	
Off-Net Route Set Cancellation	\$100.00				
Other Vendor Query Transport Fee			\$0.0030		\$0.0024
Expedite Fee	\$150.00				

Notes:

A-Link Pair w/OVS Tandem rates require Customer to be connected to MIEAC or Onvoy for Originating and Terminating Toll Tandem Service and to list MIEAC or Onvoy Toll Tandem CLLI code(s) in the Local Exchange Routing Guide (LERG) for both Originating and Terminating Feature Group D (FGD) Tandem.

NRC Rates apply for all incremental services ordered by Customer. NRC rates do not apply on services already in place or previously contracted at time of Addendum execution.



EXHIBIT C

SS7 TECHNICAL REFERENCE DOCUMENTS

<u>Telcordia Documents</u>	<u>Document Description</u>
GR-246-CORE	Telcordia Specification for Signaling System Number 7
GR-317-CORE	Switching System Requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP or ISUP)-Intra-LATA Use
GR-394-CORE	Switching System Requirements for Inter-exchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISUP)
FR-905	Common Channel Signaling (CCS) Network Interface Specification
GR-533-CORE0533	Database Services- Part of Lata Switching Systems Generic Requirements (LSSGR)
GR-82-CORE	Signal Transfer Point (STP) Generic Requirements
TR-TSY-000458	DS0A Systems Interconnection
GR-954-CORE	CCS Network Interface Specification for Alternate Billing Services (LIDB)



This Addendum is entered into this 14th day of October, 2010 (the "Effective Date"), by and between Onvoy, Inc. d/b/a OVS Voice Services ("OVS") and for the purposes of this Agreement shall be referred to as OVS, a Minnesota corporation, with a principal place of business at 300 South Highway 169, Suite 700, Minneapolis, Minnesota, 55426, and Windom Telecommunications ("Customer"), with a principal place of business at 4443 10th Street, Windom, MN 56101. Hereinafter, OVS and Customer may be collectively referred to as the "Parties," or individually as a "Party."

All provisions contained in the OVS Wholesale Master Service Agreement between the Parties dated 2-20-2007 which the Parties may agree to amend or supersede by another OVS Wholesale Master Service Agreement from time to time ("Agreement") shall apply to this Caller Name Service (CNAM) Addendum ("Addendum").

Check the box if applicable:

This Caller Name Service (CNAM) Addendum replaces and supersedes any and all previous Caller Name Service (CNAM) Addendum(s).

A. DEFINITIONS

The technical terms and abbreviations used in this Addendum are defined in Exhibit A to this Addendum.

B. PREMISE AND SERVICE DESCRIPTION

1. CNAM Customers. OVS will provide CNAM service to Local Exchange Carriers ("LECs"), Competitive Local Exchange Carriers ("CLECs"), and wireless carriers in Minnesota and other states. See attached Exhibit A for Definitions of technical terms pertaining to CNAM Service. Customer is a LEC, CLEC, or wireless carrier providing telephone exchange services to end user customers and exchange access services to Inter-exchange Carriers. Customer wishes to provide CNAM data to OVS for CNAM database management and wishes to query CNAM database(s) in order to provide CNAM service to Customers' end users.

2. CNAM A-Link Dependency. Caller Name (CNAM) Service requires SS7 A-Link Interconnection Service. Customer must order access to the OVS STP with SS7 A-Link Interconnection Service prior to, or in conjunction with Caller Name (CNAM) Service. The term length of this CNAM Service can be identical, but must not exceed the term length of the A-Link Interconnection Service.

C. INFORMATION TO BE PROVIDED BY OVS

1. CNAM Service. OVS will provide to Customer CNAM information from available local, regional or national CNAM databases in response to initiation of a CNAM query by Customer. To provide CNAM service, OVS may query an OVS-owned SCP, or query an external (non-OVS owned) CNAM database to provide CNAM service to Customer. OVS will provide to Customer CNAM information from CNAM databases(s) with the objective to maximize accurate CNAM responses to Customer.

2. CNAM Return Responses. OVS will provide to Customer CNAM information from CNAM databases in response to initiation of a query by Customer and/or Customers' subscribers. OVS does not guarantee that a Name will be provided in

response to every customer query. In cases where a name is not found in the queried CNAM database, the information returned to subscriber may be the callers' "City-State", "Name Unknown", "Wireless Caller" or other descriptor that can be provided in lieu of a name. Customer shall not use OVS CNAM service to capture, store, record, cache, or use for verification, etc. the CNAM information.

3. CNAM Limitations. Customer acknowledges that the name records in databases may come from various sources, including but not limited to: industry CNAM databases, National Directory Assistance ("DA") data, and other sources. Customer acknowledges that the name records are limited to fifteen (15) characters and as a result may not reflect the full name of the caller. OVS does not manipulate or change in any way the CNAM queried data. Customer acknowledges that OVS has no control over third parties or Customer's subscribers who make changes to CNAM data.

D. REQUIRED FORM OF QUERY BY CUSTOMER

1. CNAM Protocol. All CNAM queries to OVS from a Customer STP or SSP shall conform to the American National Standards Institute's (ANSI) approved standards for SS7 protocol and use subsystem number 249 (the type designation of application) and a translation type 5 specified by OVS. Customer acknowledges that use of such standards, subsystem number and translation are necessary for OVS to properly process CNAM queries.

2. Right to Modify. OVS reserves the right to modify its network pursuant to other specifications standards that may become necessary to meet prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in advance and coordinated with Customer and Customer agrees to conform to such changes.

E. NETWORK OVERLOAD

Customer acknowledges and agrees that SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of the OVS SS7 network. Customer further agrees that OVS, in its sole discretion, may employ certain automatic and/or manual overload controls within the OVS SS7 network, which may have the effect of blocking queries. OVS shall report to the Customer any instances where overload controls are invoked and Customer agrees to take immediate corrective action as necessary to eliminate any conditions within Customer's facilities that may cause the overload situation.

F. SUBSCRIBER INFORMATION

1. CNAM Storage. OVS will load and store Customer CNAM data into the OVS CNAM database, a subset of the OVS PIC CARE database. Customer will update subscriber information in the OVS CNAM database using the existing PIC update data entry process.

2. Technical Data. Customer will provide to OVS their Operating Company Number (OCN), Numbering Plan Area (NPA), and all native prefixes (NXXs) operated by the customer, where the customer is the LERG assignee. Customer shall inform OVS when a new NXX code is assigned to the Customer (not including ported-from NXXs or pooled blocks).

G. CNAM RATES

1. CNAM Dips. OVS will charge the Customer a per query ("dip") rate for all CNAM dips based on Customer's CNAM volume. The



Customer's historical monthly CNAM volume will determine the Tiered rate to be applied and all CNAM volume of the customer will be billed at their established tiered rate whether the query is directed to an internal or an external CNAM database. Rates for CNAM Dips are indicated in Exhibit B. There are four levels of CNAM rate tiers based on Customer's historical monthly volume. Customers will receive a lower CNAM query rate as outlined in Exhibit B when the customer reaches the threshold level of the next usage tier for two (2) consecutive months in a row. Once a customer has reached the next threshold level for two consecutive months, the reduced query rate of the next tier will apply for usage going forward. Likewise, if a customer's monthly usage drops to a lower tier for two (2) consecutive months, on months going forward the higher CNAM query rate as outlined in Exhibit B will apply.

2. Other Network Provider Charges. Any charges billed to OVS by other SS7 network providers for Customer's CNAM queries to other provider CNAM databases will be re-billed to Customer by OVS along with a reasonable administrative fee.

3. Taxes/Regulatory Requirements. OVS may, upon immediate notice to Customer, pass on any related taxes or regulatory requirements imposed by any governmental entity with jurisdiction over the subject matter of this Addendum.

4. Rate Changes. Rates for CNAM Service are specified in Exhibit B to this Addendum. At any time during the Customer selected term, or during any renewal term, OVS may, upon sixty (60) days prior written notice to Customer, change any Exhibit B rates and/or terms for reasons including, but not limited to, third party price changes. Customer may cancel this Addendum without liability in the event of an Onvoy notice of rate increase to Exhibit B regarding Services specific to this addendum.

H. BILLING AND PAYMENT

1. Monthly Billing. OVS will bill the Customer for CNAM queries on a monthly basis. Service will be billed in arrears, with invoices generated on the first (1st) of each calendar month. Payment shall be due thirty (30) days after the date of invoice.

2. Dispute. If there is any dispute associated with the monthly invoice, Customer shall make payment for the undisputed amount. Customer shall have the right to dispute any amount; provided, however that the Customer notifies OVS in writing of its dispute within sixty (60) calendar days of the receipt of the invoice or the right to dispute shall be waived.

3. Adjustments. Any adjustments relating to a disputed amount shall be reflected on the next invoice issued after resolution. If the dispute ultimately is resolved in favor of Customer, Customer shall be entitled to adjustment from OVS to the extent the claim is sustained.

4. Late Payment Charges. All charges not paid within thirty (30) days of the invoice date will be assessed a late payment charge of one and one-half percent (1.5%) per month, or the highest rate allowed by law, whichever is lower.

5. Deposit. In order to provide Services to Customer, OVS may, at its sole discretion, require a letter of credit or deposit from Customer before Services can commence. Said deposits will be applied to the Customer's account balance upon disconnection of Services. Please refer to the termination section regarding the many situations of disconnection of Services.

6. OCN Billing. For parent companies with both a LEC company and a CLEC company with combined CNAM operations, billing is determined by the switch owner's OCN. Whichever entity (LEC or CLEC) that hosts the switch and thus owns the OCN will receive the invoice.

I. OWNERSHIP AND PERMITTED USE OF CNAM INFORMATION

1. Customer Ownership CNAM Data. Except for the rights to use information provided hereunder, Customer retains full and complete ownership and control of Customer subscriber information in the OVS CNAM database.

2. Customer Consent. Customer consents to the use of the Customer's subscriber CNAM data by Telecommunication Carriers, for the rates as provided in Exhibit B. Customer consents to the placement by OVS of Customer's subscriber CNAM data into the OVS CNAM database and other CNAM databases for the purpose of benefiting Customer, OVS and to provide ubiquitous CNAM service.

J. TERM AND TERMINATION

1. Terms. The Addendum and its Attachments shall remain in effect for the selected term from the Effective Date of the Addendum, unless earlier modified or terminated. The initial term of this Addendum is a three (3) year term.

2. Termination. Termination shall be defined as either: (i) the Customer provides notice of termination to OVS as referenced in subsections 3, 4 and 8 below; (ii) OVS provides notice of termination to Customer as referenced in subsections 5 and 6 below, or (iii) Default. If query volume is reduced to zero for two (2) consecutive billing periods, the contract will be deemed to be in Default and will be terminated effective the first of the following month.

3. Early Termination Liability (ETL). In the event Customer desires to cancel this Addendum, during the initial term (known as "early termination"), Customer shall give OVS at least sixty (60) days advance written notice and provide OVS with a cancellation date for early termination of Services. When the Customer desires early termination, or when the Customer defaults by cessation of query volume as referenced in subsection 2 above, the Customer shall pay OVS an Early Termination Liability to be calculated as follows:

$$\text{Average CNAM Billing times (x) Number of Months Remaining in Term times (x) 0.75}$$

Where **Average CNAM Billing** is defined as: being equal to the average of the six (6) highest monthly invoices previously billed to Customer. Both Parties acknowledge and agree that OVS's damages in the event of termination of Services are difficult to estimate. The foregoing is a reasonable estimate of such damages and constitute liquidated damages and not a penalty.

The Early Termination Liability does not apply in cases where cancellation is due to an OVS notice of a rate increase to rates listed in Exhibit B regarding Services specific to this Addendum, or where Customer terminates the Addendum for OVS's uncured breach.

4. Termination due to Rate Increase. The aforementioned Early Termination Liability does not apply in cases where cancellation is due to any OVS rate increases regarding Services specific to this Addendum. Customer shall provide notice of cancellation within thirty (30) days of Customer's receipt of OVS's rate increase and said cancellation shall be effective sixty (60) days from OVS's notice of the rate increase.



5. Termination due to Non-Pay. The foregoing notwithstanding, OVS may terminate this Addendum if an invoice for services under this Addendum is not paid in full within ninety (90) calendar days after the due date of any invoice, by giving thirty (30) calendar days written notice to Customer prior to termination with an opportunity to cure. The Customer will be charged an Early Termination Liability (ETL) in accordance with section 3 above in addition to past due amounts and interest.

6. Termination due to Breach. OVS may initiate termination of this Addendum upon thirty (30) calendar days notice if OVS has reason to believe that the Customer has used the facilities provided under this Addendum in a manner that has breached the terms of this Addendum. Said notice shall state the nature of the breach. If Customer cures the breach within the thirty (30) day notice period, the notice of termination shall be withdrawn by OVS. Otherwise, termination and disconnection shall be effective on the 90th day from the date of notification.

7. Automatic One-Year Renewals. This Addendum shall automatically renew after the selected term for successive One-Year terms on the same terms and conditions contained herein, or on such other terms as may be mutually agreed to by the Parties in writing, including revised rates, unless a Party has given written notification of its intention to terminate to the other Party. Initial three (3) year contracts that automatically renew for a one (1) year term will assume the one year rates as reflected in Exhibit B.

8. Termination During Renewal Term. Should Customer desire to cancel the Addendum during a One-Year renewal term, Customer shall give OVS at least a thirty (30) day advance written notice and Customer shall pay liquidated damages equal to the Average One-Month CNAM Billing times Number of Months Remaining in Term, where Average One-Month CNAM

Billing is defined as: being equal to the average of the six (6) highest monthly invoices previously billed to Customer.

K. LIABILITY FOR CNAM DATABASE AND CONTENT

OVS is providing to Customer CNAM query responses from CNAM databases in order to facilitate CNAM but not to guarantee completion of a call to a CNAM subscriber with the name of the caller. Customer acknowledges that the name records are the product of routine business service order activity and that OVS can only forward name records that are supplied from OVS's suppliers, and that OVS can furnish name records only as accurate and current as the data exists in the database(s). Customer hereby releases OVS from liability for inaccuracies in the name records provided to Customer or its subscribers including alterations by subscribers or third parties who fraudulently manipulate the Caller Name field. Customer shall indemnify, defend, and hold harmless OVS from and against all losses, costs, claims, liabilities, damages, and/or expenses, including reasonable attorney's fees, resulting directly or indirectly from any inaccuracies in the name records provided to Customer or its subscribers.

L. NOTICE OF CNAM TROUBLE

Notification of CNAM trouble shall be provided verbally and expeditiously in the following manner:

IF TO CUSTOMER:

Name: Windom Telecommunications NOC
Phone Number(s):507-832-2000

If to OVS.:

Network Operations Call Center (NOCC), Technician on Duty
Phone Number: 763-230-2036 or Toll Free 800-933-1224, option 2

The terms of this Addendum are hereby agreed to by duly authorized representatives of the Parties.

Onvoy, Inc. d/b/a Onvoy Voice Services 300 South Highway 169 Suite 700 Minneapolis, MN 55426
Windom Telecommunications 443 10th Street P.O. Box 38 Windom, MN 56101

Signature: _____ Signature: _____
Printed Name: _____ Printed Name: _____
Title: _____ Title: _____
Date: _____ Date: _____



EXHIBIT A

DEFINITIONS

A-Link (Access Link): SS7 signaling links that interconnect SPs and SSPs with their home STP pair. For network reliability, the SS7 network specifications require two (2) A-links per SP or SSP. In order for a telecom provider to participate in the SS7 world and provide call control and enhanced services such as Caller Name (CNAM), 800 Database and Local Number Portability (LNP) queries, a provider must have A-links in place to an SS7 provider. Only messages originating from or destined to the signaling end point (SP or SSP) are transmitted on an A-link. For purposes of this agreement, an A-Link pair consists of two (2) 56 kbps circuits between the Customer's nearest toll termination point (TTP) and the OVS Network SS7 STPs.

CNAM (Caller Name): CNAM is the OVS service that allows carriers to query CNAM databases through OVS for information in order to deliver that information to the carrier's local subscribers.

CNAM Information: CNAM information OVS local exchange carrier's records of all subscribers' names associated with one or more ten digit line(s) or billing number(s).

Common Channel Signaling/Signaling System 7 (CCS/SS7): A global standard for telecommunications defined by the International Telecommunication Union (ITU). SS7 is a network signaling technology using SS7 signaling protocol in which call control information is transmitted separately, or out-of-band, from the voice communications path. The SS7 network is used for wireline and wireless call setup, routing and control.

Customer: Customer is a Local exchange carrier (LEC), Competitive Local Exchange Carrier (CLEC), or wireless carrier who is purchasing CNAM service from OVS. CNAM service includes storing their CNAM information in the OVS CNAM database and querying other CNAM databases.

Local Exchange Routing Guide (LERG): The Telecommunications industry document listing Exchange Carrier information including Operating Company information, NPA and NXX information, designated Access Tandem, etc.

NPA-NXX: The first six (6) digits of a working telephone number. NPA (Numbering Plan Area) is the Area Code, and the NXX code is the central office prefix.

OCN (Operating Company Number): The unique number assigned to a LEC for administrative, billing and routing purposes.

OVS CNAM Database: OVS CNAM Database is the OVS database containing current CNAM information of all working lines served or administered by the participating Customers.

Service Control Point (SCP): SCP is a database in the SS7 Network used to store CNAM information.

Service Switching Point (SSP): A switching node on the CCS/SS7 network which has the ability to launch queries to a centralized on-line database such as a CNAM, 800 or LNP database.

Signal Point (SP): A node on the CCS/SS7 network that converts non-SS7 signals to SS7 protocol, sends and receives message from one node to another in order to establish and disconnect calls.

Signal Transfer Point (STP): A packet switch that routes SS7 signaling messages between other nodes in the CCS/SS7 network. OVS and INS provide a geographically separated mated pair of STPs for connection to the Customer. The STPs are located in Plymouth, Minnesota and Des Moines, Iowa.

Subscribing Carrier: OVS's CNAM carrier customers that have entered into agreements with OVS or its affiliates for CNAM

Number of Months Remaining in Term: Number of months from cancellation date (not advance written notice date) to the end of Term, or in the case of Default, the number of months from volume cessation to the end of Term.



EXHIBIT B

TERM, RATES AND TECHNICAL DATA

TERM:

Three Year

CNAM Service	NRC	1 Year Term Per Query	3 Year Term Per Query
Installation	None		
Up to 499,999 queries/month		\$0.0055	\$0.0050
500,000 to 999,999 queries/month		\$0.0050	\$0.0045
1 to 5 Million queries/month		\$0.0045	\$0.0040
Over 5 Million queries/month		\$0.0040	\$0.0035
CNAM Discount with Orig OVS Tandem		(\$0.0001)	(\$0.0001)
CNAM Discount with Term OVS Tandem		(\$0.0001)	(\$0.0001)

The CNAM Discount for OVS Tandem will become effective on the 1st of the month following publication in the LERG listing an Onvoy Toll Tandem CLLI code(s) as the Feature Group D (FGD) access tandem provider for the Customer for Originating or Terminating Access or for both.

TECHNICAL DATA

(Please list all applicable OCNs, NPAs, and NXXs)

OCN(s): _____
 NPA (s): _____
 NXX(s): _____



This Addendum is entered into this 14th day of October, 2010 (the "Effective Date"), by and between Onvoy, Inc. d/b/a Onvoy Voice Services ("OVS") and for the purposes of this Agreement shall be referred to as OVS, a Minnesota corporation, with a principal place of business at 300 South Highway 169, Suite 700, Minneapolis, Minnesota, 55426, and Windom Telecommunications ("Customer"), with a principal place of business at 443 10th Street, Windom, MN 56101. Hereinafter, OVS and Customer may be collectively referred to as the "Parties," or individually as a "Party."

All provisions contained in the OVS Wholesale Master Service Agreement between the Parties dated 2-20-2007 which the Parties may agree to amend or supersede by another OVS Wholesale Master Service Agreement from time to time ("Agreement") shall apply to this 800 Database Query Service ("800DB") Addendum ("Addendum").

Check the box if applicable:

This 800 Database Query Service Addendum replaces and supersedes any and all previous 800 Database Query Service Addendum(s).

A. DEFINITIONS

The technical terms, abbreviations and definitions used in this Addendum are defined in Exhibit A to this Addendum.

B. PREMISE

1. 800DB Customers. Customer is a local exchange company ("LEC"), competitive local exchange company ("CLEC"), or wireless carrier duly authorized to provide, and providing, telephone and telecommunication service in accordance with and pursuant to all necessary permits, certificates, and authorities. OVS is duly authorized to transact business within the State, and is in the business of providing 800DB Service to telecommunication companies, such as Customer. Customer desires to obtain 800DB Service from OVS and OVS is willing to provide 800DB Service to Customer, all in accordance with and subject to the terms and conditions set forth in the Agreement and this Addendum.

C. SERVICE DESCRIPTION

1. Toll-Free Codes Served. 800DB Service is an originating service that queries the SMS 800 Database for the purpose of identifying the correct Inter-exchange Carrier on Customers' end user dialed 800-NXX-XXXX calls. The 800 Database includes all toll-free numbers that are dialed with toll free area codes of 800, 888, 877, 866, 855 and subsequent toll free area codes. For purposes of this Agreement, any toll-free area code or toll-free phone number will be referred to in the generic sense as an "800" number, that can be served by 800DB Service.

2. Use of 800 Database. OVS forwards Customers' end user 800DB queries to a national SS7 database provider, where the query (or dip) is performed to determine the Inter-exchange Carrier (IXC) and the translated Telephone Number (TN) of the 800 number. OVS then "hands off" the 800DB call to the IXC. Call routing information in the 800 Database reflects the desires of the owner of the 800 number as entered in the 800 Database by its chosen Toll Free Responsible Organization (RESPOG).

3. 800DB Launched from Customer Point Code. All customer 800DB queries must be launched from the Customer's specific point code, such point code owned by the Customer or assigned to the Customer by OVS. The volume of 800DB queries will be captured on a point code basis by OVS, and will be billed to Customer on a point code basis. If customer owns or affiliates with

any associated companies and aggregates 800DB queries to one point code, customer is responsible for performing any tracking, allocation or parsing of 800DB queries between associated companies.

4. 800DB Service is not 800 Service. 800DB Service under this addendum does not provide for the assignment, selection, or provision of 800 number service to Customer or Customer's end users that desire an 800 number. Customers desiring an 800 number are required to contact an Inter-Exchange Carrier (IXC).

5. 800DB A-Link Dependency. 800DB Service requires SS7 A-Link Interconnection Service. Customer must order access to the OVS STP with SS7 A-Link Interconnection Service prior to, or in conjunction with 800DB Service. The term length of the 800DB Service can be identical, but not exceed the term length of SS7 A-Link Interconnection Service.

6. Right to Modify. OVS reserves the right to modify its network pursuant to other specification standards that may become necessary to meet prevailing demands within the U.S. telecommunications industry. All such changes shall be announced in advance and coordinated with Customer and Customer agrees to conform to such changes.

D. RATES

1. 800DB Rates. Rates for 800DB Service are specified in Exhibit B to this Addendum. OVS will charge the Customer a per query ("dip") rate for all 800DB dips based on Customer's 800DB volume. The Customer's historic monthly volume will determine the Tiered rate to be applied. There are three levels of 800DB rate tiers. Customers will receive a lower 800DB query rate as outlined in Exhibit B when the Customer reaches the threshold level of the next usage tier for two (2) consecutive months. Upon attaining the next tier level for two consecutive months, the reduced query rate of the next tier will apply for usage going forward. Likewise, if a Customer's monthly usage is reduced to a lower tier for two (2) consecutive months, on months going forward the higher 800DB query rate as outlined in Exhibit B will apply.

2. Other Network Provider Charges. Charges billed to OVS by other SS7 network providers for Customer's 800DB messages will be re-billed to Customer by OVS along with a reasonable administrative fee.

3. Taxes/Regulatory Requirements. OVS may, upon immediate notice to Customer, pass on any related taxes or regulatory requirements imposed by any governmental entity with jurisdiction over the subject matter of this Addendum.

4. Rate Changes. At any time during the Customer selected term, or during any renewal term, OVS may, upon sixty (60) days prior written notice to Customer, change any rates as described in Exhibit B and/or terms for reasons including, but not limited to, third party price changes. Customer may cancel this Addendum without liability in the event of any rate increase regarding Services specific to this addendum.

E. TERM AND TERMINATION

1. Terms. The Addendum and its exhibits shall remain in effect for the selected term, as described in Exhibit B, from the Effective Date of the Addendum, unless earlier modified or terminated. The initial term of this Addendum is a three (3) year term.

2. Termination. Termination shall be defined as either: (i) the Customer provides notice of termination to OVS as referenced in subsections 3, 4 and 8 below; (ii) OVS provides notice of termination to Customer as referenced in subsections 5 and 6 below or (iii) Default. If query volume is reduced to zero (0) for two (2) consecutive billing periods, the contract will be deemed to be in Default, and will be terminated effective the first of the following month.



EXHIBIT A

DEFINITIONS

800 Database Query Service ("800DB"): The OVS service that performs queries for 800 initiated calls by forwarding the query to an 800 Database provider which determines Inter-exchange Carrier and translation number. The term "800" is used generically to refer to all toll-free calls that specifically use the assigned toll free area codes of 800, 888, 877, 866, 855 and all subsequent toll free area codes (sometimes referred to as "8XX").

A-Link (Access Link): SS7 signaling links that interconnect SPs and SSPs with their home STP pair. For network reliability, the SS7 network specifications require two (2) A-Links per SP or SSP. In order for a telecom provider to participate in the SS7 world and provide call control and enhanced services such as Caller Name (CNAM), 800 Database, and Local Number Portability (LNP) queries, a provider must have A-links in place to an SS7 service provider. Only messages originating from or destined to the signaling end point (SP or SSP) are transmitted on an A-link. For purposes of this agreement, an A-Link pair consists of two (2) 56 kbps circuits between the Customer's nearest toll termination point (TTP) and the OVS Network STPs. All 800DB queries from the customer to OVS will be transmitted over customer A-Links to OVS.

CLEC: Competitive Local Exchange Carrier.

Common Channel Signaling/Signaling System 7 (CCS/SS7): A global standard for telecommunications defined by the International Telecommunication Union (ITU). SS7 is a network signaling technology using SS7 signaling protocol in which call control information is transmitted separately, or out-of-band from the voice communications path. The SS7 network is used for wireline and wireless call setup, routing and control.

Customer: Customer is a local exchange carrier ("LEC"), or Competitive Local Exchange Carrier ("CLEC") or wireless carrier who is purchasing 800DB service from OVS.

ETL: Early Termination Liability

LEC: Local Exchange Carrier.

Service Switching Point (SSP): A switching office or node on the CCS/SS7 network, which has the ability to launch queries to a centralized database such as a CNAM, 800 or LNP database.

Signal Point (SP): A node on the CCS/SS7 network that converts non-SS7 signals to SS7 protocol, sends and receives messages from one node to another in order to establish and disconnect calls.

Signal Transfer Point (STP): Network traffic between signaling points may be routed via a packet switch called an STP. An STP routes each incoming message to an outgoing signaling link based on routing information contained in the SS7 message – it acts as a network hub. As an SS7 provider, OVS provides STP functionality to its customers. OVS/INS provides a geographically separated mated pair of STPs for connection to the Customer. The STPs are located in Plymouth, Minnesota and Des Moines, Iowa.

Number of Months Remaining in Term: Number of months from cancellation date (not advance written notice date) to the end of Term, or in the case of Default, the number of months from volume cessation to the end of Term.



EXHIBIT B

TERM, RATES AND TECHNICAL DATA

TERM:

Three year

800DB Query Service	NRC	1 Year Term Per Query	3 Year Term Per Query
Installation	\$200.00		
Up to 499,999 queries/month		\$0.0022	\$0.0020
500,000 to 999,999 queries/month		\$0.0018	\$0.0016
Over 1 Million queries/month		\$0.0012	\$0.0010

TECHNICAL DATA

(Please list all applicable OCNs, NPAs, and NXXs)

OCN(s): _____

NPA(s): _____

NXX(s): _____



This Addendum is entered into this 14th day of October, 2010 (the "Effective Date"), by and between Onvoy, Inc. d/b/a Onvoy Voice Services ("OVS") and for the purposes of this Agreement shall be referred to as OVS, a Minnesota corporation, with a principal place of business at 300 South Highway 169, Suite 700, Minneapolis, Minnesota, 55426, and Windom Telecommunications ("Customer"), with a principal place of business at 443 10th Street, Windom, MN 56101. Hereinafter, OVS and Customer may be collectively referred to as the "Parties," or individually as a "Party."

All provisions contained in the OVS Wholesale Master Service Agreement between the Parties dated 2-20-2007 which the Parties may agree to amend or supersede by another OVS Wholesale Master Service Agreement from time to time ("Agreement") shall apply to this Local Number Portability (LNP) Query Service Addendum ("Addendum").

Check the box if applicable:

This Local Number Portability (LNP) Query Service Addendum replaces and supersedes any and all previous Local Number Portability (LNP) Query Service Addendum(s).

A. PREMISE

1. LNP Customers. Customer is a local exchange company ("LEC"), competitive local exchange company ("CLEC") or wireless carrier, duly authorized to provide, and providing, telephone and telecommunication service in accordance with and pursuant to all necessary permits, certificates, and authorities. OVS is duly authorized to transact business within the State, and is in the business of providing Local Number Portability (LNP) Query Service ("LNP Query Service") to telecommunication companies, such as Customer. OVS acts on behalf of Customer when providing services for Customer end users. Customer desires to obtain LNP Query Service from OVS and OVS is willing to provide LNP Query Service to Customer, all in accordance with and subject to the terms and conditions set forth in the Agreement and this Addendum.

B. DEFINITIONS

The technical terms and abbreviations used in this Addendum are defined in Exhibit A to this Addendum.

C. SERVICE DESCRIPTION

1. Use of LNP Database. With the purchase of LNP Query Service from OVS, OVS customers can send LNP queries on behalf of their end user customers through OVS to the national LNP database. The national LNP database stores all telephone numbers with portability ("ported numbers") and their associated "location routing number" or LRN.

2. LNP Response. The return data received from the LNP query allows the intended telephone call to a ported number to be completed through the Public Switched Telephone Network to the service provider of the ported number.

3. LNP A-Link Dependency. LNP Query Service requires SS7 A-Link Interconnection Service. Customer must order access to the OVS STP with SS7 A-Link Interconnection Service prior to, or in conjunction with LNP Query Service. The term length of the LNP Query Service can be identical, but must not exceed the term length of the SS7 A-Link Interconnection Service.

4. Right to Modify. OVS reserves the right to modify its network pursuant to other specification standards that may become necessary to meet prevailing demands within the U.S. telecommunications industry. All such changes shall be announced

in advance and coordinated with Customer and Customer agrees to conform to such changes.

D. RATES

1. LNP Query Service Rates. Rates for LNP Query Service are specified in Exhibit B of this Addendum. OVS will charge the Customer a per query ("dip") rate for all LNP dips based on Customer's LNP volume. The Customer's historic monthly volume will determine the Tiered rate to be applied. There are three levels of LNP rate tiers. Customers will receive a lower LNP query rate as outlined in Exhibit B when the Customer reaches the threshold level of the next usage tier for two (2) consecutive months. Upon attaining the next tier level for two consecutive months, the reduced query rate of the next tier will apply for usage going forward. Likewise, if a Customer's monthly usage is reduced to a lower tier for two (2) consecutive months, on months going forward the higher LNP query rate as outlined in Exhibit B will apply.

2. Other Network Provider Charges. Any charges billed to OVS by other SS7 network providers for Customer's SS7 messages will be rebilled to Customer by OVS along with a reasonable administrative fee.

3. Taxes/Regulatory Requirements. OVS may, upon immediate notice to Customer, pass on any related taxes or regulatory requirements imposed by any governmental entity with jurisdiction over the subject matter of this Addendum.

4. Rate Changes. At any time during the Customer selected term, or during any renewal term, OVS may, upon sixty (60) days prior written notice to Customer, change any Exhibit B rates and/or terms for reasons including, but not limited to, third party price changes. Customer may cancel this Addendum without liability in the event of any rate increase regarding Services specific to this Addendum.

E. TERM AND TERMINATION

1. Terms. The Addendum and its exhibits shall remain in effect for the selected term as described on Exhibit B from the Effective Date of the Addendum, unless earlier modified or terminated. The Initial term of this Addendum is a three (3) year term.

2. Termination. Termination shall be defined as either: (i) the Customer provides notice of termination to OVS as referenced in subsections 3 and 7 below; or (ii) Default. If query volume is reduced to zero (0) for two (2) consecutive billing periods, the contract will be deemed to be in Default, and will be terminated effective the first of the following month.

3. Early Termination Liability (ETL). In the event Customer desires to cancel this Addendum, during the initial Term (known as "early termination"), Customer shall give OVS at least sixty (60) days advance written notice and provide OVS with a cancellation date for early termination of Services. When the Customer desires early termination, or when the Customer defaults by cessation of query volume as referenced in subsection 2 above, the Customer shall pay OVS an ETL to be calculated as follows:

Average LNP Billing times (x) Number of Months Remaining in Term times (x) 0.75

Where Average LNP Billing is defined as: being equal to the average of the six (6) highest monthly invoices previously billed to Customer. Both Parties acknowledge and agree that OVS's damages in the event of termination of Services are difficult to estimate. The foregoing is a reasonable estimate of such damages and constitutes liquidated damages and not a penalty.



4. Termination due to Rate Increase The aforementioned ETL shall not apply in cases where cancellation is due to an OVS rate increase regarding Services specific to this Addendum or where Customer terminates the Addendum for OVS's uncured breach. Customer shall provide notice of cancellation within thirty (30) days of Customer's receipt of OVS's rate increase and said cancellation shall be effective sixty (60) days from OVS's notice of the rate increase.

5. Termination due to Non-Pay The foregoing notwithstanding, OVS may terminate this Addendum if an invoice for services under this Addendum is not paid in full within ninety (90) calendar days after the due date of any invoice, by giving thirty (30) calendar days written notice to Customer prior to termination with an opportunity to cure. The Customer will be charged an ETL in accordance with the information as outlined above in addition to past due amounts and interest.

6. Termination due to Breach OVS may initiate termination of this Addendum upon thirty (30) calendar days notice if OVS has reason to believe that the Customer has used the facilities provided under this Addendum in a manner that has breached the terms of this Addendum. Said notice shall state the nature of the breach. If Customer cures the breach within the thirty (30) day notice period, the notice of termination shall be withdrawn by OVS. Otherwise, termination and disconnection shall be effective on the 90th day from the date of notification.

7. Automatic Annual Renewals. This Addendum shall automatically renew after the selected term on the same terms and conditions contained herein, or on such other terms as may be mutually agreed to by the Parties in writing, including revised rates, unless a Party has given written notification of its intention to terminate to the other Party. Initial three (3) year term contracts that are renewed for a (1) year term will assume the one (1) year rates as reflected in Exhibit B.

8. Termination During Renewal Term. Should Customer desire to cancel the Addendum during a one year renewal term, Customer shall give OVS at least a thirty (30) day advance written notice and Customer shall pay liquidated damages equal to the Average One-Month LNP Billing times Number of Months Remaining in Term, where Average One-Month LNP Billing is defined as: being equal to the average of the six (6) highest monthly invoices previously billed to Customer.

F. BILLING AND PAYMENTS

1. Monthly Billing. The Services provided by OVS under this Agreement shall be billed to Customer by OVS at the rates set forth in the attached Exhibit B. Customer will be billed by OVS monthly for LNP Queries. Service will be billed in arrears, with invoices generated on the 1st of each calendar month. Payment shall be due thirty (30) days after the date of invoice.

2. Dispute. If there is any dispute associated with the monthly invoice, Customer shall make payment for the undisputed amount. Customer shall have the right to dispute any amount; provided, however that the Customer notifies OVS in writing of its dispute within sixty (60) calendar days of the receipt of the invoice or the right to dispute shall be waived.

3. Adjustments. Any adjustments relating to a disputed amount shall be reflected on the next invoice issued after resolution. If the dispute ultimately is resolved in favor of Customer, Customer shall be entitled to adjustment from OVS to the extent the claim is sustained.

4. Late Payment Charges. All charges not paid within thirty (30) days of the invoice date will be assessed a late payment charge of

one and one-half percent (1.5%) per month, or the highest rate allowed by law, whichever is lower.

5. Deposit. In order to provide Service to Customer, OVS may, at its sole discretion, require a letter of credit or deposit from Customer before Services can commence. Said deposits will be applied to the Customer's account balance upon disconnection of Services.

6. OCN Billing. For parent companies with both a LEC company and a CLEC company for LNP operations, billing is driven by the switch owner's OCN. Whichever entity (LEC or CLEC) that hosts the switch and thus owns the OCN will receive the invoice.

G. NOTICE OF LNP TROUBLE
Notification of SS7 trouble shall be provided verbally and expeditiously in the following manner:

IF TO CUSTOMER:
Name: Windom Telecommunications NOC
Phone Number(s): 507-832-2000

If to OVS:
Network Operations Call Center (NOCC), Technician on Duty
Phone Number: 763-230-2038 or Toll Free 800-933-1224, option 2.

The terms of this Addendum are hereby agreed to by duly authorized representatives of the Parties.

Onvoy, Inc. d/b/a Onvoy Voice Services Telecommunications 300 South Highway 169 Suite 700 Minneapolis, MN 55426	Windom 443 10 th Street P.O. Box 38 Windom, MN 56101
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Signature: _____
Signature: _____

Printed Name: _____
Printed Name: _____

Title: _____
Title: _____

Date: _____
Date: _____



EXHIBIT A

DEFINITIONS

A-Link (Access Link): SS7 signaling links that interconnect SPs and SSPs with their home STP pair. For network reliability, the SS7 network specifications require two (2) A-links per SP or SSP. In order for a telecom provider to participate in the SS7 world and provide call control and enhanced services such as Caller Name (CNAM), 800 Database, and Local Number Portability (LNP) queries, a provider must have A-links in place to an SS7 service provider. Only messages originating from or destined to the signaling end point (SP or SSP) are transmitted on an A-Link. For purposes of this agreement, an A-link pair consists of two (2) 56 kbps circuits between the Customer's nearest toll termination point (TTP) and the OVS Network STPs. All LNP queries from the customer to OVS will be transmitted over customer A-Links to OVS.

CLEC: Competitive Local Exchange Carrier.

Common Channel Signaling/Signaling System 7 (CCS/SS7): A global standard for telecommunications defined by the International Telecommunication Union (ITU). SS7 is a network signaling technology using SS7 signaling protocol in which call control information is transmitted separately, or out-of-band, from the voice communications path. The SS7 network is used for wireline and wireless call setup, routing and control.

Customer: Customer is a local exchange carrier ("LEC") or competitive local exchange carrier ("CLEC") or wireless carrier who is purchasing LNP query service from OVS. LNP service includes the forwarding of all LNP queries to a LNP database.

ETL: Early Termination Liability

LEC: Local Exchange Carrier.

Local Number Portability (LNP): LNP is the ability to change local service providers within a rate center and keep the same telephone number. LNP allows a telephone number to be "ported" to a new serving switch location. To implement LNP, each ported number has an associated "location routing number" or LRN. A national LNP database keeps track of all ported numbers and their LRNs.

Local Routing Number (LRN): A LRN is a 10-digit number in the format of NPA-NXX-XXXX that uniquely identifies a switch or point of interconnection. One LRN is identified by Telephone Company to accept and route calls to numbers that have been ported.

Operating Company Number (OCN): A unique number assigned to each telephone company for identification within the telecommunications industry.

Service Switching Point (SSP): A switching office or node on the SS7 network which has the ability to launch queries to a centralized on-line database such as a CNAM or LNP database.

Signal Point (SP): A node on the CCS/SS7 network that converts non-SS7 signals to SS7 protocol, sends and receives messages from one node to another in order to establish and disconnect calls.

Signal Transfer Point (STP): Network traffic between signaling points may be routed via a packet switch called an STP. An STP routes each incoming message to an outgoing signaling link based on routing information contained in the SS7 message – it acts as a network hub. OVS/INS provides a geographically separated mated pair of STPs for connection to the Customer. The STPs are located in Plymouth, Minnesota and Des Moines, Iowa.

Number of Months Remaining in Term: Number of months from cancellation date (not advance written notice date) to the end of Term, or in the case of Default, the number of months from volume cessation to the end of Term.



EXHIBIT B

TERM, RATES AND TECHNICAL DATA

TERM:

Three year

LNP Query Service	NRC	1 Year Term Per Query	3 Year Term Per Query
Installation	\$200.00		
Up to 499,999 queries/month		\$0.0008	\$0.0007
500,000 to 999,999 queries/month		\$0.0006	\$0.0005
Over 1 Million queries/month		\$0.0004	\$0.0003

TECHNICAL DATA

(Please list all applicable OCNs, NPAs, and NXXs)

OCN(s): _____

NPA(s): _____

NXX(s): _____

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY OFFICE	LEAGUE OF MN. CITIES	REGISTRATION	40.00
CITY OFFICE	STEVE NASBY	EXPENSE	112.30
CITY OFFICE	SECR REV FUND/CITY O	SUPPLIES	42.92
CITY OFFICE	SELECTACCOUNT	ADMIN FEE	91.50
		Total for Department 103	286.72*
CITY HALL	MN ENERGY RESOURCES	HEATING	18.17
		Total for Department 115	18.17*
POLICE	TODD HYATT	EXPENSE	57.42
POLICE	SECR REV FUND/CITY O	POSTAGE	2.95
POLICE	UNICEL	TELEPHONE	186.08
		Total for Department 120	246.45*
FIRE DEPARTMENT	HY-VEE FOOD STORE	MERCHANDISE	2.00
FIRE DEPARTMENT	RUNNING'S SUPPLY	MAINTENANCE	48.48
		Total for Department 125	50.48*
STREET	MN ENERGY RESOURCES	HEATING	35.63
STREET	RUNNING'S SUPPLY	MAINTENANCE	345.39
		Total for Department 140	381.02*
HEALTH & SANITATION	NEAL GRUNEWALD	COMPOST SITE MANAGER	160.00
		Total for Department 145	160.00*
RECREATION	LEVI GOTTO	REFEREE FLAG FOOTBALL	112.50
RECREATION	TIM LARSON	REFEREE - FLAG FOOTBALL	112.50
		Total for Department 150	225.00*
PARKS	RUNNING'S SUPPLY	MAINTENANCE	83.20
		Total for Department 165	83.20*
GENERAL	BARRY MARCY	REFUND-STATEMENT CREDIT	.12
		Total for Department 201	.12*
		Total for Fund 01	1,451.16*
LIBRARY	MN ENERGY RESOURCES	HEATING	41.66
		Total for Department 171	41.66*
		Total for Fund 03	41.66*
	WENCK ASSOCIATES, IN	AIRPORT PROJECT 09	2,885.50
		Total for Department	2,885.50*
		Total for Fund 11	2,885.50*
AMBULANCE	LONDA FOSHEIM	EXPENSES	150.16
AMBULANCE	TIM HACKER	EXPENSE	136.07
AMBULANCE	BUCKWHEAT JOHNSON	EXPENSE	243.83
AMBULANCE	ROBIN SHAW	EXPENSE	222.15

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
AMBULANCE	ALLAN REMPEL	EXPENSE	35.92
		Total for Department 176	788.13*
		Total for Fund 13	788.13*
MULTI-PURPOSE BUILDI	HY-VEE FOOD STORE	MERCHANDISE	25.40
		Total for Department 177	25.40*
		Total for Fund 14	25.40*
SCDP	SW MN HOUSING PARTNE	RETURN FROM CASH	77,329.11
		Total for Department 163	77,329.11*
		Total for Fund 17	77,329.11*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	2,907.75
LIQUOR	JOHNSON BROS.	MERCHANDISE	2,283.15
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	1,004.50
		Total for Department 180	6,195.40*
		Total for Fund 60	6,195.40*
	WENCK ASSOCIATES, IN	HWY 60 PROJECT	264.00
		Total for Department	264.00*
WATER	DATA-PAC MAILING SYS	RESET FEE	1.49
WATER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	147.19
WATER	BARRY MARCY	REFUND-STATEMENT CREDIT	2.64
WATER	STELLAR BILLING LLC	UTILITY BILL - SERVICES	793.75
WATER	RUNNING'S SUPPLY	MAINTENANCE	16.65
WATER	SECR REV FUND/CITY O	POSTAGE	11.35
WATER	SECR REV FUND/CITY O	SUPPLIES	3.00
WATER	WENCK ASSOCIATES, IN	LANDFILL	1,105.91
		Total for Department 181	2,081.98*
		Total for Fund 61	2,345.98*
	BARRY MARCY	REFUND-STATEMENT CREDIT	.49
	SECR REV FUND/CITY O	REFUND - UTILITY PREPAYM	395.00
	JULIE QUIRING	REFUND-UTILITY PREPAY &	300.00
		Total for Department	695.49*
ELECTRIC	CENTRAL MINNESOTA MU	CIP SERVICES ASSESSMENT	5,112.00
ELECTRIC	CENTRAL MINNESOTA MU	POWER COST	190,556.83
ELECTRIC	DATA-PAC MAILING SYS	RESET FEE	1.49
ELECTRIC	JEFF GILBERTSON	REIMBURSE FOR SAFTEY BOO	50.00
ELECTRIC	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	147.19
ELECTRIC	BARRY MARCY	REFUND-STATEMENT CREDIT	7.16
ELECTRIC	STELLAR BILLING LLC	SPECIAL SERVICE	106.24
ELECTRIC	STELLAR BILLING LLC	UTILITY BILL - SERVICES	1,637.10

CITY OF WINDOM
 PM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ELECTRIC	RUNNING'S SUPPLY	MAINTENANCE	60.06
ELECTRIC	SECR REV FUND/CITY O	POSTAGE	16.00
	Total for Department 182		197,694.07*
	Total for Fund 62		198,389.56*
SEWER	DATA-PAC MAILING SYS	RESET FEE	1.49
SEWER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	147.19
SEWER	BARRY MARCY	REFUND-STATEMENT CREDIT	2.77
SEWER	STELLAR BILLING LLC	UTILITY BILL - SERVICES	793.75
SEWER	MN ENERGY RESOURCES	HEATING	55.11
SEWER	RUNNING'S SUPPLY	MAINTENANCE	354.32
SEWER	SECR REV FUND/CITY O	POSTAGE	.34
	Total for Department 183		1,354.97*
	Total for Fund 63		1,354.97*
ECONOMIC DEVELOPMENT	GODFATHER'S PIZZA	EXPENSE	29.10
ECONOMIC DEVELOPMENT	SECR REV FUND/CITY O	SUPPLIES	9.00
	Total for Department 187		38.10*
	Total for Fund 67		38.10*
	BARRY MARCY	REFUND-STATEMENT CREDIT	2.44
	JULIE QUIRING	REFUND-UTILITY PREPAY &	3.93
	NURA SEED	REFUND - STATEMENT CREDI	1.49
	LORRAINE TUFFS	.REFUND - STATEMENT CRED	.74
	MARIA WINTERS	REFUND - STATEMENT CREDI	1.28
	Total for Department		9.88*
TELECOMMUNICATIONS	DATA-PAC MAILING SYS	RESET FEE	4.47
TELECOMMUNICATIONS	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	441.56
TELECOMMUNICATIONS	BARRY MARCY	REFUND-STATEMENT CREDIT	35.58
TELECOMMUNICATIONS	STELLAR BILLING LLC	UTILITY BILL - SERVICES	1,736.31
TELECOMMUNICATIONS	DENISE NICHOLS	MILEAGE	218.35
TELECOMMUNICATIONS	MN ENERGY RESOURCES	HEATING	11.95
TELECOMMUNICATIONS	RUNNING'S SUPPLY	MAINTENANCE	76.88
TELECOMMUNICATIONS	SECR REV FUND/CITY O	SUPPLIES	4.00
TELECOMMUNICATIONS	FRANCISCO QUINONES	REFUND - STATEMENT CREDI	11.36
TELECOMMUNICATIONS	JULIE QUIRING	REFUND-UTILITY PREPAY &	104.03
TELECOMMUNICATIONS	NURA SEED	REFUND - STATEMENT CREDI	45.77
TELECOMMUNICATIONS	LORRAINE TUFFS	REFUND - STATEMENT CREDI	10.86
TELECOMMUNICATIONS	MARIA WINTERS	REFUND - STATEMENT CREDI	18.76
	Total for Department 199		2,719.88*
	Total for Fund 69		2,729.76*
	AFLAC	INSURANCE	397.84
	LAW ENFORCMENT LABOR	UNION DUES	252.00
	LOCAL UNION #949	UNION DUES	1,455.26

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
	MN BENEFIT ASSOCIATI	INSURANCE	228.74
		Total for Department	2,333.84*
		Total for Fund 70	2,333.84*
		Grand Total	295,908.57*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
P & Z / BUILDING OFF	MN DEPT OF LABOR & I	CERTIFICATION	25.00
		Total for Department 106	25.00*
FIRE DEPARTMENT	AMOCO OIL COMPANY	GAS	90.89
		Total for Department 125	90.89*
STREET	AMOCO OIL COMPANY	GAS	332.30
		Total for Department 140	332.30*
RECREATION	COCA-COLA BOTTLING C	MERCHANDISE	189.02
		Total for Department 150	189.02*
		Total for Fund 01	637.21*
LIBRARY	JOAN HUNTER	MILEAGE	39.00
		Total for Department 171	39.00*
		Total for Fund 03	39.00*
AIRPORT	MN DEPT OF ADMINISTR	TELEPHONE	45.68
		Total for Department 174	45.68*
		Total for Fund 11	45.68*
AMBULANCE	ANDY WALL	EXPENSE	194.08
		Total for Department 176	194.08*
		Total for Fund 13	194.08*
MULTI-PURPOSE BUILDI	MN ENERGY RESOURCES	HEATING	150.14
		Total for Department 177	150.14*
		Total for Fund 14	150.14*
RIVER BLUFF EST REV	STEVE MAU	CONSTRUCTION LOAN-BASEME	88.70
		Total for Department 019	88.70*
		Total for Fund 19	88.70*
LIQUOR	WIRTZ BEVERAGE MN WI	MERCHANDISE	5,022.86
LIQUOR	JOHNSON BROS.	MERCHANDISE	1,101.64
LIQUOR	MN ENERGY RESOURCES	HEATING	58.90
LIQUOR	PBC - PEPSI BEVERAGE	MERCHANDISE	174.80
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	3,899.24
LIQUOR	THE AMERICAN BOTTLIN	MERCHANDISE	157.10
LIQUOR	BANK MIDWEST	NSF CHECK	29.50
LIQUOR	WINE MERCHANTS	MERCHANDISE	269.25
		Total for Department 180	10,713.29*
		Total for Fund 60	10,713.29*

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
WATER	AMERICAN PAYMENT CEN SERVICE		16.50
WATER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	145.31
WATER	MN ENERGY RESOURCES	HEATING	311.08
	Total for Department 181		472.89*
	Total for Fund 61		472.89*
	ELECTRIC FUND	REFUND-UT PREPAY-JUAN GA	275.64
	ELECTRIC FUND	REFUND-UT PREPAY-S THONG	69.43
	FAMILY SERVICE AGENC	REFUND- UT PREPAY-SYPHAI	230.57
	ODDSON UNDERGROUND	MAINTENANCE	20,975.50
	JUAN GARCIA	REFUND - UTILITY PREPAYM	24.36
	THURMERS CELL ONE	REFUND - UTILITY PRBPAYM	125.00
	Total for Department		21,700.50*
ELECTRIC	AMERICAN PAYMENT CEN SERVICE		16.50
ELECTRIC	AMOCO OIL COMPANY	GAS	610.60
ELECTRIC	CRA PAYMENT CENTER	MAINTENANCE	95.85
ELECTRIC	MARV GRUNIG	EXPENSE	135.00
ELECTRIC	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	145.32
ELECTRIC	MN DSPT OF COMMERCE	REFUND - OTTO OBER/WCA	16.89
ELECTRIC	MN ENERGY RESOURCES	HEATING	18.17
ELECTRIC	BANK MIDWEST	NSP CHECK	176.10
	Total for Department 182		1,214.43*
	Total for Fund 62		22,914.93*
SEWER	AMERICAN PAYMENT CEN SERVICE		16.50
SEWER	AMOCO OIL COMPANY	GAS	140.31
SEWER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	145.32
SEWER	MN ENERGY RESOURCES	HEATING	18.21
SEWER	SCOTT VEENKER	TRACTOR RENT	567.75
	Total for Department 183		888.09*
	Total for Fund 63		888.09*
ARENA	AMOCO OIL COMPANY	GAS	44.87
	Total for Department 184		44.87*
	Total for Fund 64		44.87*
	ELECTRIC FUND	LOAN PAYMENT TO ELEC SPE	695.12
	BANK MIDWEST	LOAN PAYMENT	1,249.37
	Total for Department		1,944.49*
ECONOMIC DEVELOPMENT	ELECTRIC FUND	LOAN PAYMENT TO ELEC SPE	254.37
ECONOMIC DEVELOPMENT	LOOPY'S	SUPPLIES	26.18
ECONOMIC DEVELOPMENT	BANK MIDWEST	LOAN PAYMENT	2,750.63
ECONOMIC DEVELOPMENT	M & N CINEMAS	SPONSORSHIP	35.00
	Total for Department 187		3,066.18*

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
		Total for Fund 67	5,010.67*
TELECOMMUNICATIONS	AMERICAN PAYMENT CEN SERVICE		49.50
TELECOMMUNICATIONS	H P SUDS CLUB, LLC. BILLING CONTRACT SERVICE		435.93
TELECOMMUNICATIONS	QWEST COMMUNICATIONS TELEPHONE		180.31
		Total for Department 199	665.74*
		Total for Fund 69	665.74*
		JOHNSON COUNTY COURT PAYROLL DEDUCTION CDDMO1	1,202.00
		Total for Department	1,202.00*
		Total for Fund 70	1,202.00*
		Grand Total	43,067.29*

USDA-FmHA
Form FmHA 1924-18

FINAL PAYMENT ESTIMATE

CONTRACT NO. 0045-23
PARTIAL PAYMENT ESTIMATE #5

PAGE 1 OF 3

OWNER: CITY OF WINDOM
2009 STREETS

CONTRACTOR:
HJERPE, INC
HUTCHINSON, MN 55350

PERIOD OF ESTIMATE
FROM TO
9/29/2009 8/24/2010

CONTRACT CHANGE ORDER SUMMARY

ESTIMATE

NO	FmHA Approval Date	Amount			
		Additions	Deductions		
1	5/28/09	\$8,000.00		1. Original Contract.....	\$1,158,294.95
2				2. Change Orders.....	\$8,000.00
3				3. Revised Contract (1+2).....	\$1,166,294.95
4				4. Work Completed*.....	\$1,247,604.35
5				5. Stored Materials*.....	\$0.00
6				6. Subtotal (4+5).....	\$1,247,604.35
7				7. Retainage*.....	\$0.00
8				8. Previous Payments.....	\$1,222,652.26
9				9. Amount Due (6-7-8).....	\$24,952.09
10				* Detailed breakdown attachment	
TOTALS		\$8,000.00	\$0.00		
NET CHANGE		\$8,000.00			

CONTRACT TIME

Original (days) 75
Revised
Remaining 0

On Schedule Yes
 No

Starting Date 4/29/2009
Projected Completion

CONTRACTOR'S CERTIFICATION:

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

HJERPE, INC
HUTCHINSON, MN
By: *[Signature]*
Date: 10-19-10

ARCHITECT OR ENGINEER'S CERTIFICATION:

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

Architect or Engineer: WENCK ASSOCIATES
By: *[Signature]*
Date: 10/19/10

APPROVED BY OWNER

Owner: CITY OF WINDOM
By:
Date:

ACCEPTED BY FmHA:

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

CONTRACT		UNIT COST		THIS PERIOD		PAY REQUEST #3		PAY REQUEST #2		PAY REQUEST #1		TOTAL TO DATE	
APPROX QUANTITY	ITEM	UNIT	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
2009 STREET IMPROVEMENTS WINNOM, MINNESOTA 55101													
FINAL PAY REQUEST #5													
CONCRETE ALTERNATE													
WATERMAIN													
1750	F & 1/2" PVC WATERMAIN	L.F.	\$ 35,000.00	0	\$	229	\$ 4,580.00	1426	\$ 28,520.00	286	\$ 5,720.00	1941	\$ 38,820.00
6	F & 1/2" VALVE & BOX	EACH	\$ 1,000.00	0	\$	0	\$	5	\$ 5,250.00	3	\$ 3,150.00	8	\$ 8,400.00
6	F & 1/2" TEE	EACH	\$ 350.00	0	\$	1	\$ 350.00	3	\$ 1,050.00	1	\$ 350.00	5	\$ 1,750.00
6	F & 1/2" BEND	EACH	\$ 300.00	0	\$	2	\$ 600.00	4	\$ 1,200.00	0	\$	10	\$ 3,000.00
2	F & 1/2" PLUG/CAP	EACH	\$ 250.00	0	\$	1	\$ 250.00	0	\$	0	\$	1	\$ 250.00
5	F & 1/2" T-REDUCER	EACH	\$ 200.00	0	\$	1	\$ 200.00	0	\$	0	\$	2	\$ 400.00
2	F & 1/2" SLEEVE	EACH	\$ 700.00	0	\$	0	\$	0	\$	0	\$	2	\$ 1,400.00
3	F & 1/2" SILENCE	EACH	\$ 700.00	0	\$	0	\$	0	\$	0	\$	3	\$ 2,100.00
3	F & 1/2" HYDRANT	EACH	\$ 3,050.00	0	\$	0	\$	0	\$	0	\$	3	\$ 9,150.00
200	ROCK SUBFOUNDATION	C.Y.	\$ 2.00	0	\$	0	\$	2	\$ 4.00	200	\$ 400.00	202	\$ 404.00
17	F & 1/2" CORP STOP	EACH	\$ 250.00	0	\$	1	\$ 250.00	17	\$ 4,250.00	1	\$ 250.00	19	\$ 4,750.00
1	F & 1/2" CORP STOP	EACH	\$ 250.00	0	\$	1	\$ 250.00	17	\$ 4,250.00	1	\$ 250.00	19	\$ 4,750.00
950	F & 1/2" COPPER SERVICE	L.F.	\$ 17.00	0	\$	34	\$ 578.00	820	\$ 13,940.00	42	\$ 714.00	896	\$ 15,232.00
	WATERMAIN SUBTOTAL		\$ 63,652.00		\$		\$ 6,806.00		\$ 67,110.00		\$ 16,096.00		\$ 90,004.00
SANITARY SEWER													
600	F & 1/2" SEWER PIPE 10-12 DE	L.F.	\$ 22.00	0	\$	86	\$ 1,935.00	0	\$	497	\$ 10,934.00	585	\$ 12,870.00
400	F & 1/2" SEWER PIPE 10-12 DI	L.F.	\$ 25.00	0	\$	20	\$ 500.00	5	\$ 125.00	379	\$ 9,475.00	379	\$ 9,475.00
69	F & 1/2" MANHOLE TYPE 4007	L.F.	\$ 185.00	0	\$	0	\$	6	\$ 1,110.00	0	\$	69	\$ 12,765.00
6	F & 1/2" MANHOLE CASTING	EACH	\$ 480.00	0	\$	0	\$	0	\$	0	\$	6	\$ 2,880.00
7	F & 1/2" X 4" WYE	EACH	\$ 125.00	0	\$	0	\$	0	\$	0	\$	7	\$ 875.00
2	F & 1/2" X 4" WYE	EACH	\$ 185.00	0	\$	0	\$	0	\$	0	\$	2	\$ 370.00
350	F & 1/2" SERVICE	L.F.	\$ 19.00	0	\$	0	\$	2	\$ 38.00	2	\$ 38.00	4	\$ 76.00
120	ROCK SUBFOUNDATION	C.Y.	\$ 0.11	0	\$	0	\$	486	\$ 53.46	49	\$ 5.34	544	\$ 59.80
900	REMOVE SEWER PIPE	L.F.	\$ 2.50	0	\$	0	\$	130	\$ 325.00	120	\$ 300.00	250	\$ 625.00
350	REMOVE SEWER PIPE	L.F.	\$ 2.00	0	\$	0	\$	485	\$ 970.00	48	\$ 960.00	544	\$ 1,088.00
2	LOWER MANHOLE	L.F.	\$ 400.00	0	\$	0	\$	2	\$ 800.00	0	\$	2	\$ 800.00
6	REMOVE MANHOLE	EACH	\$ 250.00	0	\$	0	\$	4	\$ 1,000.00	2	\$ 500.00	6	\$ 1,500.00
	SANITARY SEWER SUBTOTAL		\$ 51,981.20		\$		\$ 2,436.00		\$ 10,820.00		\$ 31,449.20		\$ 53,705.20
STORM SEWER													
1850	F & 1/2" PIPE SEWER	L.F.	\$ 20.00	0	\$	0	\$	716	\$ 14,320.00	794	\$ 15,860.00	1510	\$ 30,200.00
700	F & 1/2" PIPE SEWER	L.F.	\$ 27.00	0	\$	0	\$	109	\$ 2,916.00	703	\$ 18,981.00	811	\$ 21,897.00
83	F & 1/2" CATCH BASIN 2'X3'	L.F.	\$ 240.00	0	\$	0	\$	44	\$ 10,560.00	32	\$ 7,680.00	76	\$ 18,240.00
20	F & 1/2" CATCH BASIN 4028-60	L.F.	\$ 350.00	0	\$	0	\$	0	\$	30	\$ 10,500.00	30	\$ 10,500.00
2	CONNECT TO CATCH BASIN	EACH	\$ 600.00	0	\$	0	\$	1	\$ 600.00	0	\$	1	\$ 600.00
24	F & 1/2" CATCH BASIN CASTING	EACH	\$ 400.00	0	\$	0	\$	25	\$ 10,000.00	0	\$	25	\$ 10,000.00
275	ROCK SUBFOUNDATION	C.Y.	\$ 0.11	0	\$	0	\$	529	\$ 581.90	371	\$ 408.10	899	\$ 989.00
850	REMOVE PIPE	L.F.	\$ 3.00	0	\$	0	\$	1	\$ 3.00	275	\$ 825.00	276	\$ 828.00
5	REMOVE CATCH BASIN	EACH	\$ 200.00	0	\$	0	\$	1	\$ 200.00	0	\$	1	\$ 200.00
2	F & 1/2" OUTLET APRON	EACH	\$ 450.00	0	\$	0	\$	1	\$ 450.00	1	\$ 450.00	2	\$ 900.00
2	F & 1/2" OUTLET APRON	EACH	\$ 350.00	0	\$	0	\$	2	\$ 700.00	0	\$	2	\$ 700.00
	STORM SEWER SUBTOTAL		\$ 98,772.75		\$		\$ 600.00		\$ 41,333.00		\$ 60,226.75		\$ 102,658.75

CONTRACT	ITEM	APPROX QUANTITY	UNIT	COST	THIS PERIOD			PAY REQUEST #3			PAY REQUEST #2			TOTAL TO DATE					
					AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY			
	STREET-CONCRETE																		
	TRAFFIC CONTROL	1	L.S.	\$ 20,000.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	20,000.00	1	\$	20,000.00
	CLEARING & CRUBBING	1400	L.S.	\$ 1,500.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	1,500.00	1	\$	1,500.00
	REMOVE CURB & GUTTER	22	S.Y.	\$ 3.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	4,200.00	1400	\$	4,200.00
	REMOVE SIDEWALK	50	S.Y.	\$ 12.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	264.00	22	\$	264.00
	REMOVE CONCRETE DRIVE	10	S.V.	\$ 15.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	750.00	50	\$	900.00
	REMOVE BITUMINOUS DRIVE	10	S.V.	\$ 10.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	100.00	10	\$	100.00
	REMOVE & RECYCLE CONC	1500	C.V.	\$ 23.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	34,500.00	640	\$	9,600.00
	COMMON EXCAVATION	2700	C.V.	\$ 5.00	\$	1814	\$	41,722.00	\$	0	\$	0	\$	0	\$	41,722.00	10	\$	100.00
	SELECT TOPSOIL BORROW	1100	C.V.	\$ 12.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	13,200.00	2564	\$	59,972.00
	SALVAGE AGGREGATE	3000	C.V.	\$ 0.01	\$	0	\$	0	\$	0	\$	0	\$	0	\$	30.00	1520	\$	15,440.00
	AGGREGATE BASE CLS	3760	TON	\$ 11.00	\$	3178	\$	34,956.00	\$	0	\$	0	\$	0	\$	34,956.00	3000	\$	33,000.00
	MILL BITUMINOUS SURFACE	15500	S.V.	\$ 2.25	\$	0	\$	0	\$	0	\$	0	\$	0	\$	34,875.00	15500	\$	34,875.00
	CONCRETE PAVEMENT	18000	S.V.	\$ 11.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	198,000.00	17608	\$	193,098.00
	STRUCTURAL CONCRETE	4000	C.V.	\$ 29.00	\$	2249	\$	65,222.00	\$	0	\$	0	\$	0	\$	65,222.00	3884	\$	285,506.00
	REIN BARS	10000	L.B.	\$ 1.70	\$	0	\$	0	\$	0	\$	0	\$	0	\$	17,000.00	10000	\$	17,000.00
	WEAR COURSE MIXTURE	100	TON	\$ 115.00	\$	176	\$	20,328.00	\$	0	\$	0	\$	0	\$	20,328.00	176	\$	20,328.00
	BASE COURSE MIXTURE	100	TON	\$ 115.00	\$	176	\$	20,328.00	\$	0	\$	0	\$	0	\$	20,328.00	176	\$	20,328.00
	BIT MATL FOR TACK	200	GAL	\$ 3.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	600.00	180	\$	540.00
	ADJUST MANHOLE	11	EACH	\$ 200.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	2,200.00	11	\$	2,200.00
	CURB AND GUTTER B-618	8200	L.F.	\$ 10.50	\$	0	\$	0	\$	0	\$	0	\$	0	\$	86,100.00	8200	\$	86,100.00
	CURB AND GUTTER D-418	300	L.F.	\$ 15.50	\$	0	\$	0	\$	0	\$	0	\$	0	\$	4,650.00	300	\$	4,650.00
	VALLEY CUTTER	450	L.F.	\$ 15.50	\$	0	\$	0	\$	0	\$	0	\$	0	\$	6,975.00	450	\$	6,975.00
	8" CONCRETE DRIVE	1500	S.F.	\$ 4.25	\$	0	\$	0	\$	0	\$	0	\$	0	\$	6,375.00	1500	\$	6,375.00
	REMOVE & REINSTALL SIGNS	29	EACH	\$ 130.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	3,770.00	29	\$	3,770.00
	REMOVE & REINSTALL MAILB	13	EACH	\$ 190.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	2,470.00	13	\$	2,470.00
	REMOVE & REINSTALL GUAR	14	EACH	\$ 190.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	2,660.00	14	\$	2,660.00
	SHIPPING BOULEVARDS	1.5	ACRE	\$ 1,500.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	2,250.00	1.5	\$	2,250.00
	SEEDING-TURF TYPE	3	ACRE	\$ 1,200.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	3,600.00	3	\$	3,600.00
	MULCH-TYPE I	150	L.B.	\$ 4.00	\$	150	\$	600.00	\$	0	\$	0	\$	0	\$	600.00	150	\$	600.00
	MULCH-TYPE II	3	TON	\$ 450.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	1,350.00	3	\$	1,350.00
	FERTILIZER	780	LB	\$ 1.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	780.00	780	\$	780.00
	CLASS III RIP-RAP	28	TON	\$ 50.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	1,400.00	28	\$	1,400.00
	4" EDGE DRAIN TILE	800	L.F.	\$ 6.50	\$	0	\$	0	\$	0	\$	0	\$	0	\$	5,200.00	800	\$	5,200.00
	EROSION CONTROL	1	L.S.	\$ 5,000.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	5,000.00	1	\$	5,000.00
	STREET SUBTOTAL			\$ 923,879.00	\$	412,314.10	\$	412,314.10	\$	351,115.50	\$	1,399,272.00	\$	893,235.40	\$	1,247,604.35			
	MATERIAL ON HAND			\$ 90,533.80	\$	0	\$	0	\$	0	\$	0	\$	0	\$	90,533.80			
	BASE BID TOTAL			\$ 1,159,294.96	\$	422,158.10	\$	422,158.10	\$	476,378.50	\$	1,239,604.35	\$	893,235.40	\$	1,247,604.35			
	CHANGE ORDER #1			\$ 0.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	0.00			
	F & I 12" VALVE & BOX	2	EACH	\$ 4,000.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	8,000.00	2	\$	8,000.00
	TOTAL CHANGE ORDER #1			\$ 0.00	\$	0	\$	0	\$	0	\$	0	\$	0	\$	8,000.00			
	TOTAL PROJECT COST			\$ 1,166,294.96	\$	422,158.10	\$	422,158.10	\$	476,378.50	\$	1,239,604.35	\$	893,235.40	\$	1,247,604.35			

RESOLUTION #2010-

INTRODUCED:

SECONDED:

VOTED:

Aye:

Nay:

Absent:

A RESOLUTION CANVASSING THE ELECTION RETURNS FOR THE CITY ELECTION AND DECLARING THE RESULTS OF THE ELECTION

WHEREAS, the general election for the City of Windom was held on November 2, 2010, in accordance with provisions of the Windom City Charter; and

WHEREAS, the following results were tabulated by the election judges following the closing of the polls.

	<u>Ward I</u> <u>Prec. I</u>	<u>Ward I</u> <u>Prec. II</u>	<u>Ward II</u> <u>Prec. I</u>	<u>Ward II</u> <u>Prec. II</u>	<u>Totals</u>
<u>Council Member At Large</u>					
Brian Lee Cooley					
Frank Nelson					
Bradley G. Powers					
Misc.					
<u>Council Member Ward I</u>					
Dominic Jones					
Norman D. Bedner					
Misc.					
<u>Council Member Ward II</u>					
Bruce G. Olson					
Frank Dorpinghaus					
Kelsey D. Fossing					
Bradley L. Olson					
Misc.					

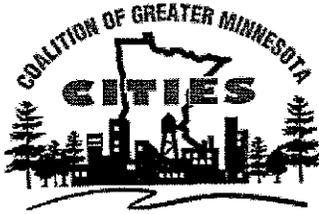
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM,
MINNESOTA, AS FOLLOWS:**

1. That _____ be declared elected to the Office of Council Member At Large for a four-year term ending December 31, 2014.
2. That _____ be declared elected to the Office of Council Member Ward I for a four-year term ending December 31, 2014.
3. That _____ be declared elected to the Office of Council Member Ward II for a four-year term ending December 31, 2014.

Adopted this ___ day of November, 2010.

Kirby G. Kruse, Mayor

Attest: _____
Steven Nasby, City Administrator



Coalition of Greater Minnesota Cities

CGMC in Brief

October 28, 2010

Contact: Tim Flaherty
651-225-8840

Sen. Al Franken confirmed for CGMC fall conference

We are very pleased to announce that U.S. Senator Al Franken is confirmed as our dinner speaker for Thursday, November 11 during the fall conference in Alexandria. With the election just around the corner, we also look forward to discussing the election outcomes and how they may impact CGMC's efforts moving forward.

As you know, the CGMC fall conference is a critical time in which we develop legislative policies and strategy for the 2011 legislative session, so please make every effort to send a representative from your city (registration materials are attached). Please note that the hotel room block is being held until this Friday, October 29, so make sure to reserve your room as soon as possible. We look forward to seeing you in Alexandria, Nov. 10-12!

Help set CGMC policies by serving on a committee

Members interested in serving on a CGMC committee are invited to participate in upcoming conference calls and help set policy positions for 2011. Below is committee meeting information.

- **Annexation & Land Use:** Thursday, November 4 at 2:00 p.m. Contact Bradley Peterson at bmpeterson@flaherty-hood.com for more information.
- **Economic Development:** Friday, November 5 at 10:00 a.m. Contact J.D. Burton at jdburton@flaherty-hood.com for more information.
- **Energy & Environment:** Monday, November 8 at 2:00 p.m. Contact Elizabeth Wefel at eawefel@flaherty-hood.com for more information.
- **LGA/Property Tax Relief:** Friday, November 5 at 1:30 p.m. Contact Steve Peterson at smpeterson@flaherty-hood.com for more information.
- **Transportation:** Friday, November 5 at 3:00 p.m. Contact J.D. Burton at jdburton@flaherty-hood.com for more information.

MPCA toolbox for natural disaster response

The Minnesota Pollution Control Agency has compiled a wealth of information for local units of government to use in response to a natural disaster in your communities. The MPCA "toolbox" provides handouts and links to debris management and public information, debris disposal, building demolition, flooded wastewater treatment facilities, emergency construction and FEMA. Bookmark the link at <http://bit.ly/9D34WG>, or visit www.pca.state.mn.us.



MnDOT loan fund solicitation

The Minnesota Department of Transportation is soliciting candidate projects for funding through the Transportation Revolving Loan Fund. The TRLF provides low-interest loans to local units of government for eligible transportation projects, including roads, bridges and transit projects. Approximately \$15 million is available. Applications are due by January 10, 2011. For more information, please contact your local Area Transportation Office or visit the MnDOT Central Office loan website at <http://bit.ly/bmLXXa>.

Legislature reviews RDF fund

On Monday, Minnesota Legislative Auditor Jim Nobles released his department's report on the Renewable Development Fund. The 1994 legislature mandated the creation of the RDF for the purpose of developing renewable sources of electricity. Xcel Energy was required to annually transfer funds to the RDF as part of the legislation that allowed Xcel to store spent nuclear fuel at its Prairie Island (and later Monticello) nuclear power plant.

The legislative auditor recommended that the legislature clarify what types of projects are eligible for RDF support, as well as consolidate the project approval process. The auditor also recommended that the legislature strengthen oversight of RDF supported projects and ensure that Xcel ratepayer representatives are more directly involved. A link to a report summary and the full report can be found <http://bit.ly/bIW9oG>.

DEED launches manufacturing job search website

This week, the Department of Employment and Economic Development launched a new website targeting job seekers, students and teachers interested in exploring careers in manufacturing. The website, www.MnManufacturingCareers.org, offers visitors a chance to learn about the manufacturing industry, explore careers by industry and find occupations in demand and job openings. The website was launched in conjunction with DEED's Minnesota Manufacturer's Week, October 25-29.

SAVE THE DATE: 2011 Legislative Action Day

CGMC's annual Legislative Action Day and Reception is scheduled for Wednesday, February 2, 2011. Legislative Action Day is hosted at the Flaherty & Hood offices in St. Paul and includes a strategy session followed by time to lobby your local legislators at the Capitol. Afterwards, CGMC members and their legislators dine together at Mancini's Steakhouse. Save the date and stay tuned for more information in the coming months!



2010 CGMC Fall Conference

Wednesday, November 10 – Friday, November 12, 2010 • Alexandria
TENTATIVE AGENDA AS OF 10/28/10



Wednesday, November 10

- 1 to 4:00 p.m. **Registration**
- 3:00 p.m. **Labor & Employee Relations Update** *Minnewaska Room*
- 4:00 p.m. **Election Recap** *Minnewaska Room*
- 4:45 p.m. **BREAK**
- 5:00 p.m. **Board of Directors Meeting**
Miltona Room
- Review Draft Policy Recommendations
 - Review Proposed Legislative Strategy
 - CGMC Budget Adjustments
- 6:30 p.m. **Buses Depart for Social Event & Dinner at Sixth Ave. Wine and Ale**
- 9:00 p.m. **Buses Return to Hotel**

Friday, November 12

- 7:30 a.m. **Continental Breakfast**
Miltona/Osakis Rooms
- 8:30 a.m. **Membership Meeting**
Miltona/Osakis Rooms
- Adoption of Policy Positions & Strategy
 - Adoption of CGMC Budget Adjustments
 - Other Business
- 10:00 a.m. **Adjourn**

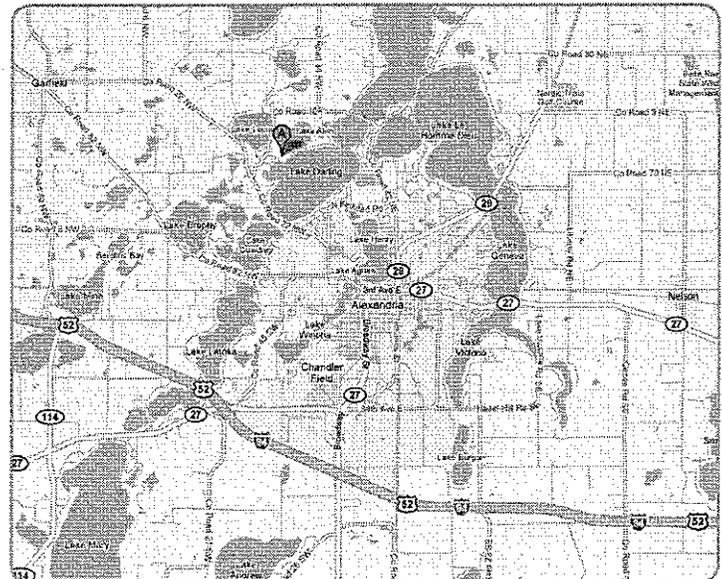
Thursday, November 11

- 8:00 a.m. **Continental Breakfast**
Miltona/Osakis Rooms
- 9:00 a.m. **Policy Committee Reports**
Miltona/Osakis Rooms
- 10:30 a.m. **Buses Depart for Alexandria Veterans Day Observance**
Living Waters Church
- 12:00 p.m. **Buses Return to Hotel**
- 12:30 p.m. **Lunch** *Minnewaska Room*
- 1:30 p.m. **LGA Policy & Strategy Discussion**
Miltona/Osakis Rooms
- 2:45 p.m. **Advocacy Training: Selling CGMC's Positions to the Media, Legislature, and Governor** *Miltona/Osakis Rooms*
- 4:30 p.m. **Adjourn**
- 5:30 p.m. **Social Hour** *Minnewaska Room*
- 6:30 p.m. **Dinner** *Minnewaska Room*
Key Note Speaker: Sen. Al Franken (confirmed)

Conference Hotel Information

Arrowwood Resort & Conference Center
2100 Arrowwood Lane NW
Alexandria, MN 56308

Please call 866-386-5263 to book your hotel room.
CGMC Rates: \$89.00 (+ tax). Room rates are guaranteed through 10/29/10.



Questions? Contact Colleen Millard at:
cfmillard@flaherty-hood.com or 651-225-8840.

2010 CGMC Fall Conference Registration



City: _____ Phone: _____

Name/Title: _____ Guest(s): _____

Name/Title: _____ Guest(s): _____

Name/Title: _____ Guest(s): _____

Please indicate the number of people attending each event in the space provided. Make extra copies of this form as needed.

Wednesday, November 10

- _____ 3:00 p.m. **Labor & Employee Relations Update**
- _____ 4:00 p.m. **Election Recap**
- _____ 5:00 p.m. **Board of Directors Meeting**
- _____ 6:30 p.m. **Social Event, 6th Avenue Wine & Ale**

Thursday, November 11

- _____ 8:00 a.m. **Continental Breakfast**
- _____ 9:00 a.m. **Policy Committee Reports**
- _____ 10:30 a.m. **Alexandria Veterans Day Observance**
- _____ 12:30 p.m. **Lunch**
- _____ 1:30 p.m. **LGA Policy & Strategy Discussion**
- _____ 2:45 p.m. **Advocacy Training**
- _____ 5:30 p.m. **Social Hour**
- _____ 6:30 p.m. **Dinner**

Friday, November 12

- _____ 7:30 a.m. **Continental Breakfast**
- _____ 8:30 a.m. **Membership Meeting**

If any members have dietary restrictions, please list them below so that we can make accommodations:

Return this form to CGMC

Please send this registration form by November 3 to:

Colleen Millard
 525 Park St. Suite 470
 St. Paul, MN 55103
 cfmillard@flaherty-hood.com
 Fax: 651-225-9088
 Phone: 651-225-8840

Hotel Reservations

Arrowwood Resort & Conference Center
2100 Arrowwood Lane NW
Alexandria, MN 56308

Please call 866-386-5263 to book your hotel room.
 CGMC Rates: \$89.00 (+ tax). Room rates are guaranteed through 10/29/10.

Registration Fee:

The registration fee includes conference materials and space, transportation to events, Wed. social event, Thurs. lunch and dinner, and Fri. continental breakfast. Beverages at Wed.'s social event and Thurs.'s reception hour and dinner are not included.

\$ _____ \$135 per member

\$ _____ \$32 per Thursday guest dinner

\$ _____ **Total**

Please make checks payable to CGMC:

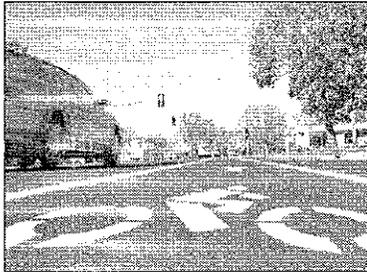
- Bill me
- Payment enclosed
- I'll pay at the conference

[<< Back](#)



Will new bike lanes save city money?

Updated: Oct 19, 2010 7:36 AM CDT



ROCHESTER, Minn. (KTTC)-- Thousands of taxpayer dollars are being spent on creating new bike lanes across Rochester as part of the city's "Complete Streets" ordinance, a move that city leaders hope will increase ridership in the long run.

"We have a great bicycle trail system as long as you don't need to get anywhere, these will help connect everything up," says Rochester City Council Member Michael Wojick.

Over the past weekend, crews painted new lines on parts of West Silver Lake Drive and 41st Street Northwest to give bikers more room on the street, instead of crowded sidewalks. Public Works

officials say in order to do that one lane of traffic had to be removed from West Silver Lake Drive.

"I think it's a good thing, people are commuting to work on their bikes more often now," says Aaron Richards who owns Silver Lake Bike and Boat Rental in Rochester.

The city-wide plan went into affect in 2009, after the city council passed an ordinance requiring all new roadways to be accessible to more modes of transportation like biking.

"It's nice to get them off the paths and onto the street where they belong," says Richards.

City council members say the move actually save money in the long run by hopefully preventing more parking areas from being built, which sometimes cost upwards of \$20,000 a piece.

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Daily News



On-Line From: Wahpeton, ND and Breckenridge, Minn.

Printer Friendly

[Print Page](#)

WEDNESDAY OCTOBER 20, 2010 Last modified: *Tuesday, October 19, 2010 3:03 PM CDT*

City agrees to paint crosswalks for schools

by Jennifer Johnson @ Daily News

The Breckenridge City Council on Monday approved to paint the crosswalks near Breckenridge Elementary-Middle School.

The city's active living committee and police commission want drivers to be more cautious around the school. The committees requested crosswalks be posted at Beede Avenue and 8th St. N. and Beede Avenue and 11th Street North.

Breckenridge Police Chief Nate Harder said the reason they want to get the street painted is because new sidewalks were recently installed in the area.

"Also, there's no crossing guards," he said. "St. Mary's (School) has crossing guards and... I'd like to see those out there at the elementary schools. It doesn't cost anything, we just need volunteers."



HOME HONOR FLIGHT NEWS SPORTS OPINION LIFESTYLE RECORDS OBITUARIES GALLERIES VIDEO AUDIO BLOGS HELP College Cros:

Published October 19 2010

Commissioners take no action on deputy request

WORTHINGTON — With continued concerns about the 2011 budget, Nobles County Commissioners took no action Tuesday morning on a request by Sheriff Kent Wilkening to replace a deputy sheriff's position within the department.

By: Julie Buntjer, Worthington Daily Globe

WORTHINGTON — With continued concerns about the 2011 budget, Nobles County Commissioners took no action Tuesday morning on a request by Sheriff Kent Wilkening to replace a deputy sheriff's position within the department.

Wilkening has been a deputy short of a 12-member staff since the end of May, when his night sergeant retired. Commissioners approved filling that position from within, and when Wilkening moved his full-time investigator into the slot, commissioners then allowed him to fill the investigator position from within.

With both of those transitions now complete, it leaves a patrol deputy position vacant.

"In my budget proposal, I did request this position for 2011," Wilkening told the board. "If this position isn't replaced, I need to start making changes in my schedule for the deputies. I'm also going to have to make arrangements to cover shifts with overtime because I'm not going to leave these guys out there by themselves."

More information will be available in tomorrow's Daily Globe.

Tags: nobles county, county commissioners, news

The Free Press, Mankato, MN

October 25, 2010

Mankato furlough proposal advances

By *Dan Linehan*
The Free Press

MANKATO — Mankato's non-union employees will be furloughed for six or seven days next year and city offices closed for six days under a proposal agreed to but not yet formally approved by the City Council.

The unpaid days are the first part of an ambitious city plan to keep personnel spending in 2011 at the same amount as this year.

It's ambitious because Mankato's full-time employees are due 2.5 percent wage increases in 2011, according to three-year deals signed in January of 2009 with most of the city's unions. Meeting the no-increase goal for 2011 means the city will have to cut spending while giving out salary increases.

The city has the most flexibility with its non-union employees, City Manager Pat Hentges told the council at the Monday work session.

The furloughs are expected to save \$168,936, a little more than a third of the total increase in salaries promised to employees for 2011. Most non-union employees will have to take six unpaid days; managers will take seven days.

No one on the City Council objected to the furloughs, but they will have to wait for a regular meeting to formally approve them.

"I hate that we even have to do this, but I know that we have to," Councilwoman Tamra Rovney said.

Mayor John Brady said it would behoove the city to be accommodating to employees.

"The gentler we can move forward, the better response we're going to get," he said.

Councilman Mark Frost struck a different tone, supporting the furloughs but seeming to suggest more is coming.

"This is not happening in the general society right now," he said. "Most people are not getting raises."

The city plans to close its offices from Dec. 27 to Dec. 31 this year and July 1 to July 5 in 2011. Not counting weekends and holidays, that's an extra six days of closed offices. (The December furloughs fall in the first pay period of 2011.)

Most staff will be able to take their furlough days during these two periods, but some — Verizon Wireless staff working a weekend concert, for example — may have to take other days.

Hentges said the employees will be able to accept the unpaid days, but said the city should guard against the appearance that non-union employees are bearing the brunt of the burden.

The city's non-union wage savings were almost equaled by voluntary furloughs this year. Workers, most of them non-union, volunteered to take unpaid days worth a total of about \$160,000.

Savings for the city's union employees in 2011 will be much more difficult, and will set the stage for negotiations for contracts that begin in 2012.

Hentges said the city can lay off and furlough some of its union employees, but some unions have guaranteed 40-hour workweeks. And unless those unions voluntarily give up their wage increase, the city will have to wait until 2012, when new contracts take force.

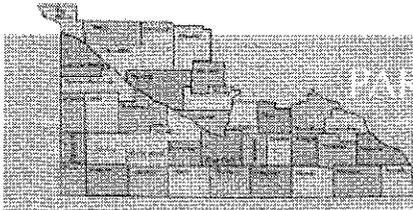
It's impossible to predict the outcome of the legislative session and the attitude of council members a year from now, but the city appears ready to request no wage increases starting in 2012.

Mankato is not the only unit of government preparing for union showdowns. Cities, counties and school districts across the state are likely gearing up to offer 0 percent increases to their staff.

Hentges, using uncharacteristically rough language, criticized the gubernatorial candidates who say they are tough on spending but back down on the issue of a statewide wage freeze for all public employees.

"Any government candidate telling you they played tough is clear bullcrap," he said.

A statewide freeze would level the playing field. Currently, unions can appeal wage freezes to arbitrators, who may award salary raises if governments of comparable size are doing so.



PARTNERSHIP FOR REGIONAL COMPETITIVENESS Southern Minnesota

Working with the U.S. Department of Agriculture and the U.S. Department of Energy

Ag & Food | BioScience | Health Care | High Technology | Manufacturing | Renewable Energy

Partner Update

Fall 2010

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- Representative Rod Hamilton

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- Worthington Bioscience Conference

Contact Us:

Yvonne Simon, Outreach Director

Center for Rural Policy and Development

600 South Fifth Street,
Suite 211
Saint Peter, Minnesota 56082

Phone: (507) 934-7700
Toll Free: (877) RURAL MN
Email: ysimon@ruralmn.org
Website: www.ruralmn.org



Success, and Access, in Lac qui Parle County

Have you ever wondered to yourself, "Yeah, but what can you *really* do with 9.6 million dollars?" Well, happily, the people in Lac qui Parle County have an answer: *Provide Fiber optic internet access to nearly all residents and businesses in the county!* On August 4, 2010, the U.S. Department of Agriculture (USDA) announced its approval of a public/private partnership in the county under the Recovery Act Broadband Infrastructure Program.

The partnership between Lac qui Parle County and Farmers Mutual Telephone Cooperative received approval for the \$9.6 million loan/grant (50 percent loan, 50 percent grant) to begin a collaborative effort to install fiber optic broadband service throughout the county. The residents and businesses will receive fiber-to-the-premises (FTTP) technology which will provide high-speed internet access to its recipients. More than 3,700 people will benefit from the installation, along with about 165 businesses and 12 community institutions.



At present, the collaborative is preparing contracts and agreements while seeking approval from the USDA's Rural Utilities Service (RUS). According to Lac qui Parle Economic Development Authority Executive Director, Pam Lehmann, the plan is to begin trenching in the spring of 2011, with an overall timeline for implementation of 18-24 months.

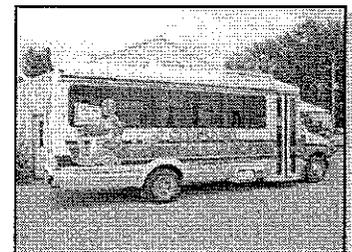


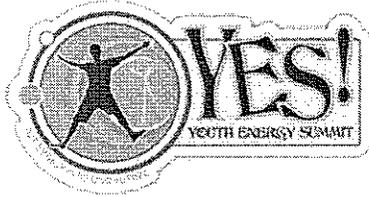
Pam Lehmann

An estimated 110 new jobs will be created by Farmers Mutual Telephone in order to deploy the fiber optics. In addition, due to the increase in service and expansion of the territory, permanent jobs will arise from the project as well. "Everyone's really excited about it," Lehmann states, "I've heard nothing but positive things about the program."

Lehmann goes on to explain how it would have taken decades for local internet service providers to be able to establish enough cash flow to take on the project independently. Lehmann explains, "The stimulus money allows the county to keep up with technology, instead of hitting a ceiling."

An additional program taking root in Lac qui Parle County is the LqP Computer Commuter program. The purpose of the program is to travel throughout the county, providing free computer usage, free internet access and free training to anyone interested. The program kicked-off August 25, 2010 with an Open House and Ribbon Cutting ceremony at Veterans Memorial Park in Dawson, MN with special guest, Congressman Collin Peterson in attendance.





Success Story: YES! Indeed, and In Deed

Kids these days. If they're not playing sports or doing school work, just what are they up to? Get ready to be amazed.

Since 2007, Youth Energy Summit, or YES!, has organized youth in grades 8 through 12 to partner with local organizations and businesses in their areas. The students are guided by local, adult coaches and YES! staff members to address energy opportunities and issues. Last year, throughout southwest and west-central Minnesota, 275 youth, organized into 21 teams, were involved in hands-on, experiential learning and energy action projects, working with 125 businesses and organizations. As a result, the teams saved energy, produced renewable energy, and provided outreach and education to over 42,000 community members!

The program was the brainchild of Prairie Woods Environmental Learning Center (PWELC). They partnered with the Southwest Initiative Foundation (SWIF) and the program grew successfully for two years. Beginning in 2009, support from the Minnesota Renewable Energy Marketplace (MnREM) helped the program double in size and Prairie Ecology Bus Center (PEBC) and the Southern Minnesota Initiative Foundation (SMIF) came on board.

Grand Prize winning teams in the 2009-2010 school year were Atwater-Cosmos-Grove City High School and Springfield High School. Here is a link to a complete list of teams and their projects, awards, and partners:

www.youthenergysummit.org/wp-content/uploads/2008/09/YES2009-2010ProjectSummary.pdf

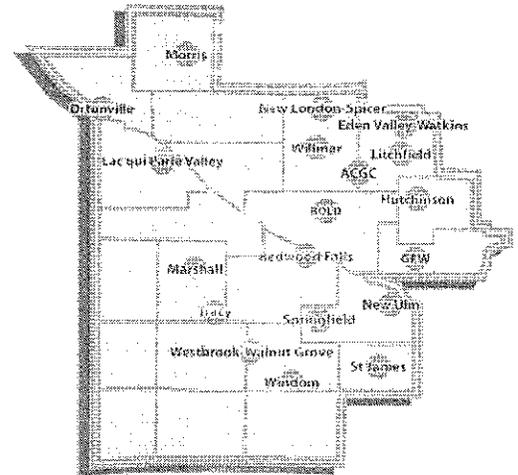
The teams' projects help them build an entrepreneurial culture. As an example of the innovation employed, the Willmar High School team began with an empty greenhouse and ended up selling community-supported agriculture (CSA) shares. For \$25 per month, local residents received a bag of produce.



Cheryl Glaeser

Cheryl Glaeser, Program Officer at SWIF, has administered oversight of the program since its inception, managing grants and coordinating with PWELC personnel. "We received funding from the McKnight Foundation this year for evaluation and strategic planning. We plan to expand the program farther into southeast Minnesota beginning in 2011," reports Glaeser. The intent is to replicate the existing model.

Glaeser explains, "We need a local community 'champion,' typically a teacher, though the person can be from any local organization." Next, funding is garnered to get the program up and running. Businesses or organizations can support the program by contacting Cheryl Glaeser at 1-800-594-9480. Much more information is available at the YES! website: www.youthenergysummit.org.



Save the Date

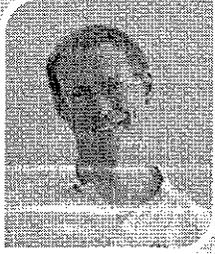
Partner Meeting & Check the 'Net!

The next Partner Meeting of the Partnership for Regional Competitiveness – Southern Minnesota will be held Tuesday, October 26. It will take place at Minnesota State University, Mankato, in the South Ballroom on the second floor of the Centennial Student Union, from 11:00 a.m. to 1:00 p.m. For more information, please contact Melissa Langer at 507-455-3215, ext. 130.

Future news about Partner Meetings and many other events throughout southern Minnesota can soon be found at a new internet website. The Partnership has secured a domain and is in the process of updating the site with information from all across the region. Keep checking for further updates at:

www.southernminnesota.org

Success Story: SAGE Electrochromics at home in Minnesota



Chuck Hayes

Vice President,
SAGE Electrochromics

"Investment in our people and the work environment spills out into the community."



If you've ever thought, "It's so hot in this building, I wish we could block the sun somehow," SAGE Electrochromics, Inc. in Faribault, Minnesota should be your next phone call. The company produces windows used in corporate settings that, through lithium technology, reduce visible light by 97% and reduce solar heat by 92%, while still allowing enough light through for viewing.

The company's success led them to the decision to expand and create an additional high-volume production site. After exploring several possible locations in other states, they decided to build in their own back yard in Faribault. The following interview with Vice President, Chuck Hayes, explores the decision and its effects in the region.

What made you decide to expand SAGE here in Minnesota?

The quality of the workforce and the infrastructure, along with what the state and the community offered were keys to our decision.

How have you seen the region impacted as a result of collaborative work?

Quality of life is heavily impacted by investment in job- and economic-growth in the area. That creates opportunity and attracts people and further investment. From my experience, I've had the privilege of hiring over 70 people into our company. Now, we will create another 160 jobs in our new facility which will also generate probably in excess of 400 other jobs in the economic community, plus around 300 temporary jobs in factory construction.

How can partnerships in the region help SAGE continue to be successful?

The educational infrastructure in the state, including South Central College here in Faribault, has allowed us to put together Six Sigma black-belt and green-belt training programs by using resources in the larger educational community. Some of these program components are

packaged up outside of our immediate area, but can be delivered to us in this interconnected world.

How can SAGE help to partner with the region in the future?

A corporation is not a faceless entity—it's made up of people, and investment in our people and the work environment spills out into the community. The economic development, job creation and tax revenue generated because SAGE exists is significant, and that helps fund improvements to the community. High-technology business like ours attracts further investment that can renew the region.

Progress Report

John Monson, Vice President of AgStar Rural Capital Network, has continued work on the Debt/Equity Pool for the Partnership for Regional Competitiveness – Southern Minnesota, and has provided the following update.

The capital pool for Southern Minnesota continues to move forward. Equity Capital continues to be a difficult challenge. There are several approaches to recruiting equity to the region:

1. Find venture capital investors interested in industries of opportunity in the region.
2. Access various grants for business start-ups.
3. Enhance knowledge and pipeline of promising business start-ups with current angel funds.
4. Pilot USDA Rural Business Investment Corporation.
5. Develop farmer coop to support equity investment for key rural projects.

All of these strategies are being pursued.

On the debt capital side, the bank network has remained consistent. The goal is to get community banks to work together to invest outside of their local communities and invest more regionally. Several banks did meet with AgStar and showed great interest in regional collaborative investments. This is where the real power of capital and collaboration can create new jobs and economic opportunity.

How can the Partnership improve the region?

The Partnership can continue to recognize and raise awareness about our rural strengths and synergies, and allow us to capitalize on opportunities to promote them to the marketplace.

What role can the legislature serve in advancing the Partnership?

Once the legislature understands that we're working together to compete globally, it can set policies to help attain our goals. The legislature, along with experts such as those at the Center for Rural Policy and Development, can learn about new industries in which we can invest.

For example, hog production and health care can go hand-in-hand: we use hogs to feed the world in a very responsible way, but we can also explore harvesting pig heart valves in local, bio-secure facilities. We need to have the experts in pork production work with the experts in the health care industry without jeopardizing either one.

Governments have borders; businesses don't. Businesses are looking for infrastructure, educated labor, and markets. The legislature must provide the infrastructure to accommodate growth and expansion. We want to continue bringing value-added initiatives to rural Minnesota farmers without it happening at the expense of other agriculture sectors.

Our kids are graduating high school, going to bigger cities for college, and staying there, looking for opportunities. As legislators, we can develop policies to reverse that trend, to make us competitive, to attract businesses that can provide well-paying jobs, and build wealth in rural Minnesota, to keep our next generations right here.

How do you see the Partnership's future unfolding?

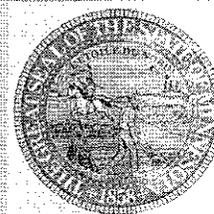
In a word: positively. The individuals involved—legislators, local elected officials, job providers and business owners—all have a common goal in mind: improving the quality of life in rural areas. All the stakeholders have a positive agenda. We have very bright and talented people with honest intentions working on this who genuinely care about rural Minnesota. There's no other way this can go, but in a positive direction!



Representative Rod Hamilton

Assistant Minority Leader
Minnesota Senate District 22B

"Governments have
borders; businesses don't."



Save the Date

Planning for the Future...

The Seventh Annual Regional Biosciences Conference will be coming up next spring in Worthington, MN. It will be held Thursday and Friday, April 7-8, 2011 at Minnesota West Community & Technical College. The conference is sponsored by the Worthington Regional Economic Development Corporation.

Three speakers are scheduled for the event.

Jack Schultz, founder & CEO
Agracel, Inc.

- Wrote the book, *Boomtown USA: The 7 1/2 Keys to Big Success in Small Towns*
- Named the 2005 Ernst and Young's Illinois Entrepreneur of the Year
- Received the Beta Gamma Sigma Medallion for Entrepreneurship

G. Steven Burrill, founder
Burrill & Company

- His lengthy resume includes serving as an advisor to the University of Minnesota's College of Biological Sciences
- Currently works as an adjunct professor at the University of California, San Francisco

V. Celeste Carter,
representing the National
Science Foundation (NSF)

- An independent federal agency
- A major funding source in fields such as mathematics, computer science, and the social sciences

For more information, check the Conference's website at:

www.wgtn.net/biosciences/conference/index.htm