

Council Meeting
Tuesday, September 20, 2011
City Council Chambers
7:30 p.m.



AGENDA

Call to Order
Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes–September 6, 2011
2. Consent Agenda
 - Minutes
 - Tree Commission – September 7, 2011
 - EDA Commission – September 12, 2011
 - Park & Recreation Commission – September 12, 2011
 - Library Board – September 13, 2011
 - Planning Commission – September 13, 2011
 - Street Committee – September 14, 2011
 - Airport Commission – September 15, 2011
3. Department Heads
4. Planning Commission Recommendation – Variance Request 945 21st Street
5. Property Purchase Agreement for Wastewater Department
6. Baptist Church Sidewalk Proposal
7. Des Moines River Dam – U.S. Fish and Wildlife Cooperative Agreement
8. Airport Commission Recommendation
9. Utility Commission Appointment
10. Strong Beer License Request
11. New Business
12. Old Business
 - Set Date for Long Range Planning Meeting (Oct. 3rd or 5th)
 - Set Dates for Council Budget Workshop (Oct. 10th and 11th)
13. Regular Bills
14. Council Concerns
15. Adjourn



Council Meeting
Windom City Hall, Council Chamber
September 6, 2011
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:

Kelsey Fossing, Dominic Jones, Corey Maricle and JoAnn Ray

Council Members Absent:

Bradley Powers

City Staff Present:

Steve Nasby, City Administrator; Brigitte Olson, Assistant City Administrator; Marv Grunig, Electric Utility Manager; Scott Peterson, Police Chief; Haugen, Water/Wastewater Superintendent and Jeremy Rolfes, Telecom

3. Pledge of Allegiance

4. Approval of Minutes:

Motion by Ray second by Jones, to approve the City Council minutes from August 16, 2011 and August 29, 2011. Motion carried 4 – 0 (Powers absent).

5. Consent Agenda:

Kruse said there were minutes from the following Boards/Commissions:

- Housing & Redevelopment Authority – July 13, 2011
- Utility Commission – August 23, 2011

Kruse noted the application for an Amplification Permit for the Breast Health Fundraiser on October 15, 2011.

Correspondence was received from the River City Eatery regarding a request to amend the City ordinance to allow strong beer to be sold under a Beer and Wine License. Maricle asked that staff bring this item to the next City Council agenda for discussion.

Motion by Jones second by Ray, to approve the Consent Agenda as presented. Motion carried 4 – 0 (Powers absent).

6. Public Comment:

Frank Dorpinghaus said he was speaking to the Patriot Act and events of 9-11-01. Dorpinghaus said that the 9\11 events were suspicious related to the World Trade Center complex and Pentagon. He said that jet fuel from the planes burns at 1700 degrees and it takes 2400 degrees to melt steel, the way the floors of the towers pancaked down were inconsistent with how that damage should have been to these buildings and that it appeared more like demolition. He said the plane that hit the Pentagon hit the side of the building that is reinforced as a protection against bombs and that there were very few people in that section of the building, which normally is much busier. He said that the World Trade Center building #7 was not hit by a plane but it collapsed as well and the BBC had reported it being down 20 minutes before the collapse according to video. He suggested the 9\11 events were a prelude designed for the enactment of the Patriot Act, which takes away the rights of citizens and is unconstitutional. He referred the City Council to a resolution passed by the City of St. Paul, Minnesota that is not supportive of the Patriot Act. He said that the oath sworn by the Council, as elected officials, is to uphold the constitution and asked them to consider a resolution similar to the City of St. Paul's.

Kruse thanked Dorpinghaus and asked if the Council had any questions.

7. Department Heads:

None.

8. Proclamation for Yeas of Service – Daniel Fossing:

Kruse asked Kelsey Fossing if he wanted to introduce the resolution. Fossing introduced the resolution thanking Daniel Fossing for his years of service to the community and read the resolution.

Council member Fossing introduced the Resolution No. 2011-36, entitled "A RESOLUTION EXPRESSING SINCERE APPRECIATION TO DANIEL FOSSING FOR HONORABLE AND DEVOTED PUBLIC SERVICE TO THE CITY OF WINDOM, MINNESOTA" and moved its adoption. The resolution was seconded by Maricle and on roll call vote: Aye: Ray, Fossing, Jones and Maricle. Nay: None. Absent: Powers. Resolution passed 4 – 0.

Kruse and the City Council thanked Dan Fossing for his service on the Fire Department.

9. Fire Relief Association Report:

Kevin Gotto said he is representing the Fire Relief Association and the report\audit was prepared by Dennis Rick, Ltd. The report shows that the Fire Relief Association is solvent and can meet their projected liabilities.

Maricle said he would be abstaining from voting on this item as he is a member of the Windom Fire Relief Association.

Motion by Ray second by Jones, to approve the Windom Fire Relief Association report\audit as presented. Motion carried 3 – 0 – 1 - 1 (Maricle abstain and Powers absent).

10. CAPX Confirmation of Participation:

Marv Grunig, Electric Utility Manager, said that the City of Windom has previously committed to participate in this transmission project through our membership in CMMPA. Due to two changes in the CMMPA share of the project all of the participants are being asked to reaffirm their investment. The two changes were an overall increase of CMMPA's share of the CAPX project from 2.2% to 3.6% and the decision by one of the members to withdraw from the project. The City of Windom did not increase its level of participation, but could have with these two changes. Windom's investment is 7.37% or about \$2.0 to \$2.2 million. The prior City Council approval was given on March 1, 2011 in Resolution 2011-10; as such this is a housekeeping issue to reaffirm the investment. The project has started and is now acquiring easements and completing the remaining agreements. Grunig said the Utility Commission has recommended affirming the current investment.

Motion by Jones second by Fossing, to approve the confirmation of Windom's investment in the CAPX project as presented at 7.37%. Motion carried 4 – 0 (Powers absent).

11. Highway 60\71 Water main Project Bid Award:

Dennis Johnson, Wenck Associates and Mike Haugen, Water\Wastewater Superintendent, introduced themselves.

Johnson said that the project only had one bid, but there were 20 sets of plans distributed including seven general contractors. The bid amount was well over the engineer's estimate so he is recommending that the bid be rejected and the project re-bid. It could be re-bid independently or with other projects being considered for 2012.

Motion by Maricle, seconded by Ray, to reject the bids for the Highway 60\71 Water main Project and re-bid it at a later date. Motion carried 4 – 0 (Powers absent).

12. 2012 Sewer and Water main Improvement Projects (River Road and 6th Street):

Johnson said that Cottonwood County is planning to do road work on River Road (13th Street to Perkins Creek Bridge) and 6th Street (TH 60/71 to Lakeview) as these is County State Aid Roads. Due to the road work the City is being asked if they want to look at replacing or maintenance on utilities in these locations. The Utility Commission has discussed the water and wastewater mains in these project areas and is recommending that the City Council authorize a feasibility study as the project will involve assessments.

Motion by Maricle, seconded by Jones to approve the preparation of a feasibility study for utility work on River Road and 6th Street. Motion carried 4 – 0 (Powers absent).

13. Civil Service Commission Patrol Officer Hiring Recommendation:

Scott Peterson, Police Chief, said that the Civil Service Commission had started the hiring process following the retirement of Officer Kelly. At this time the Commission is recommending that this position be filled and the top candidate is Louis Norell.

Jones asked about the hiring process. Peterson said that there were approximately 50 applicants and 15 of these were invited to test. Ten of the candidates completed the tests and five were interviewed by the Civil Service Commission, Mayor and himself. Mr. Norell is currently an officer in the Mt. Lake Police Department.

Motion by Jones, seconded by Ray to approve the recommendation by the Civil Service Commission to offer Louis Norell the position of Windom Police Officer. Motion carried 4 – 0 (Powers absent).

14. Preliminary 2012 Budget Levy:

Nasby said that the preparation for the 2012 budget was started with the submission of preliminary numbers by the Department Heads and review by administration. Included in the memorandum was a listing of the capital projects and equipment requested. The proposed budget totals are very similar to last year. The 2012 budget anticipates \$1.2 million in Local Government Aid (LGA) as this is the figure the City is to get under current law in the State budget approved in July, which is about \$278,000 less than Windom's certified amount. Last year, the City Council budgeted \$1.1 million in LGA as the State was looking at a deficit and the legislative session and State budget were pending. The proposed 2012 tax levy increase is five percent. This would allow the City Council approximately \$200,000 for consideration of many capital projects including those already in various stages of implementation including the Windom Dam and 18th Street storm sewer projects. In 2009 the tax levy went up 2.49% and in 2010 the increase was 1.02%. Nasby said the 5% proposed 2012 tax levy increase is preliminary so the Council can go with that number or increase it to another number; however, whatever number the City Council sets now is the maximum levy.

Nasby said that he would also like to take some time to briefly explain the changes in the Market Value Homestead Credit (MVHC) program operated by the State. To save money the State is eliminating this credit to homestead property tax payers. This program essentially lowered individual property taxes by making a payment to cities; however, this payment has been decreasing in recent years and last year it paid only 15 cents on each dollar owed. Instead of the State making these payments it is going to provide an exclusion of value to residential homestead properties, which will have the impact of lowering property taxes on homes. Essentially, homes will have a portion of their value exempt from taxation. This will have the effect of spreading out the tax burden to other property tax payers such as non-homestead residential and commercial\industrial properties. So even if the City were to leave its tax levy change at zero the property taxes for these classes of properties would go up due to having to pick up the tax burden from the properties getting the exclusion of value. This is a very big deal in many communities and will impact non-homestead residential and commercial\industrial properties in Windom. Handouts from the

Preliminary

League of Minnesota Cities and Minnesota Department of Revenue are in the Council packets for additional information and reference.

Council member Maricle introduced the Resolution No. 2011-39, entitled "A RESOLUTION ADOPTING PROPOSED PROPERTY TAX LEVY" and moved its adoption. The resolution was seconded by Fossing and on roll call vote: Aye: Jones, Maricle, Ray and Fossing. Nay: None. Absent: Powers. Resolution passed 4 – 0.

15. Establish 2012 Budget Hearing Dates:

Nasby said that the public hearing dates need to be established and conveyed to the County Auditor. The proposed dates are December 6th for the public comment meeting and December 20th as the date for the adoption of the 2012 Budget and 2012 Tax Levy.

Motion by Jones, seconded by Maricle, to set December 6, 2011 for the 2012 Budget public comment meeting and December 20, 2011 for consideration and approval of the 2012 Budget and 2012 Tax Levy. Motion carried 4 – 0 (Powers absent).

16. New Business:

Nasby said the League of Minnesota Cities Regional meeting is in New Ulm on September 15th and encouraged the Council members to let him know if they wanted to attend. Kruse is registered.

17. Old Business:

Jones said that there was a request to talk about the Theatre marquee. Buckwheat Johnson said he is representing the Theatre and noted that the work for the sign removal and safety has been done. He is asking for a letter from the City confirming compliance with the City Council's Order. Nasby said he would contact the Building Official for follow-up on this item.

Ray asked if the repair on the marquee sign was progressing. Johnson said they were working on an engineered sign design.

18. Regular Bills:

Motion by Ray, seconded by Jones, to approve the bills. Motion carried 4 – 0 (Powers absent).

19. Council Concerns:

Jones noted that the bids for the Windom Dam and the Wastewater projects were due soon and would be considered at the City Council's October 4th meeting.

Preliminary

20. Adjourn:

Kruse adjourned the meeting by unanimous consent at 8:09 p.m.

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

**CITY OF WINDOM TREE COMMISSION MEETING
MINUTES September 7, 2011**

1. Call to Order: The meeting was called to order by Vice-Chairperson, Eldon Moon at 5:17 p.m. in the council chambers at city hall.
2. Roll Call:

Commission Present:	Joanne Kaiser, Deborah Polzin, Eldon Moon and Craig Zimmerman
Commission Absent:	Lindsey Cartwright
City Staff Present:	Bruce Caldwell, City of Windom Tree Inspector
Council Liaisons:	Kelsey Fossing (Absent)
Public Present:	David Bucklin
3. Approve Minutes of June 8, 2011:

One correction noted by Bruce Caldwell concerning number of tree sales being 28 not 29.
Motion by Joanne Kaiser, seconded by Craig Zimmerman
Motion Carried.
4. Treasurer Report: Balance as of September 7, 2011 is \$1,562.16. Bruce Caldwell explained there was a negative balance after paying for the trees planted at the Schmaltz Park Plunge Pool (-\$2,447.84). The fund was replenished with money from 2011 tree sales (\$700.00) and reimbursement by the Cottonwood County Soil & Water District for the plunge pool trees. (\$3,310.00)
5. Old Business:
 - a. Grant Money: Cottonwood Water Plan may have grant money available. David Bucklin stated a \$1,000 grant could be available in 2012 for the Tree Commission. Also there is more grant money available through the Clean Water Fund for Urban Storm Water practices. The Finding Windom Group and Master Gardeners would assist with the project if funded. Over a three year time period, possibly \$15,000 could be earmarked for the Tree Commission through the Cottonwood Soil and Water Conservation District. He would know the outcome in about two months.
6. New Business:
 - a. Purchasing trees for 2012 planting: It was agreed that most of the remaining 2011 budget would be used to purchase trees. David Bucklin would compile a list of trees to be purchased by the next meeting on November 30; the cost not to exceed \$1,550.00. Bruce Caldwell recently attended a tree re-certification meeting by the DNR. He learned that the DNR no longer recommends Autumn Blaze Maple as a boulevard tree therefore Autumn Blaze Maple will no longer be included for sale by the Tree Commission.
Motion by Craig Zimmerman, seconded by Joanne Kaiser
Motion Carried.
7. Open Mic: Discussion was held concerning the cost of bare root trees vs. the cost of potted trees. David Bucklin stated bare root trees are cheaper but the mortality is higher. Bruce Caldwell suggested a new strategy of burying the bare root trees in gravel mix for three months and then planting them in the fall. With adequate watering, tree root systems are well advanced and survival rates are good but the method is labor intensive. Craig Zimmerman asked if people can start the process of reserving boulevard trees for 2012. Anyone interested in purchasing a tree to be planted in 2012 can call the Street Department or email at

winst@windomnet.com. The price of the tress will remain at \$25 which includes planting. David Bucklin contacted Minnesota Conservation Corp and was assured they would again be available to plant trees. Joanne Kaiser was concerned that the trees planted generally look good except for the lindens which, as a group, seem to be affected by the heat or lack of adequate water.

8. Meeting adjourned at 6:02 pm.

Next Tree Commission Meeting November 30, 2011 at 5:15 p.m. at Council Chambers.

ATTEST:

Tree Commission President _____

Tree Commission Secretary _____

**ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
SEPTEMBER 12, 2011**

1. Call to Order: The meeting was called to order by President Erickson at 12:05 p.m.
2. Roll Call & Guest Introductions:
EDAWN Commissioners: Juhl Erickson, Trevor Slette, Sally Larson, Corey Maricle and Kelsey Fossing.

Also Present: EDA Staff –Mark Hanson, Executive Director, and Mary Hensen, Admin. Asst.; City Administrator Steve Nasby, Mayor Kirby Kruse, Lisa Fredin, WADC Liaison; Bob Lindaman (BARC), and Jennifer Anderson (Studio One) and Jerome Tutje (Studio One).
3. Approval of Minutes:
Motion by Commissioner Larson, seconded by Commissioner Slette, to approve the Minutes of the EDA Meeting held on August 8, 2011. Motion carried 4-0.
(Commissioner Fossing arrived after this vote.)
4. Public Hearing – 12:10 P.M.
 - A. Sale of Land – Lot 6, Block 1, Riverbluff Estates Subdivision: President Erickson opened the public hearing at 12:10 p.m. Notice of the public hearing was published in the August 31, 2011, Citizen. The Commissioners received copies of the Notice of Hearing and Purchase Agreement. Director Hanson reported that Rodney and Sherley Parent submitted a Purchase Agreement for Lot 6, Block 1, Riverbluff Estates Subdivision for a total purchase price of \$10,000. President Erickson asked if there were any other questions or comments from anyone in the audience. No other comments were received from anyone present. All public testimony was completed. President Erickson closed the public hearing and referred the matter to the EDA Board for consideration at 12:12 p.m.
 - B. Follow-up Action to Public Hearing
 - 1) Resolution No. 2011-02 (Sale of Land):
Resolution introduced and motion by Commissioner Slette, seconded by Commissioner Maricle, to adopt EDA Resolution No. 2011-02, entitled “Resolution Approving Sale of Property Described as Lot 6, Block 1 of Riverbluff Estates Subdivision to the City of Windom, Cottonwood County, Minnesota”.

Upon roll call vote being taken, the following voted in favor thereof: Commissioners Maricle, Erickson, Slette, Larson and Fossing; the following voted against the same: None; the following were absent: None. (The Resolution was adopted.)
5. State Theater Marquee Sign – Request: No additional information had been received by the time of the meeting and this matter was tabled to a future meeting.
6. BARC Agreement – Modification: On June 13, 2011, the EDA Board approved a donation to BARC in the amount of \$750 to be applied towards expenses for remodeling rooms to be used as a business incubator (on the second floor of the building). Also on June 13, 2011, the EDA Board approved a loan to BARC in the amount of \$19,500 for use in remodeling the second floor choir room and choir office into an office space to rent to a new business. The terms of the

loan included: Interest at the rate of 5% per annum; interest-only monthly payments after distribution of the loan proceeds until the office is rented; office space to be rented within one (1) year of the date of the loan; and monthly payments of principal and interest for a period of 5 years after the office space is rented. Since that time, BARC has been remodeling these areas and has already secured a tenant for this office space (Wenck Associates). The tenant will also be using the rooms which were originally designed to be used as the business incubator. The Board received a letter from Bob Lindaman, BARC President, requesting that the \$750 donation be used towards an incubator site on the first floor of BARC. The letter further requested that the loan terms be modified to defer payment of the principal for a three-year period with BARC paying interest beginning in October 2011. Bob Lindaman was present at the meeting and indicated that there is another remodeling project in process at BARC in which they are remodeling the former "Curves" area on the west side of the building into a space for WECC and also 3 office spaces for businesses. Mr. Lindaman advised that the loan funds would be used to pay for expenses of the remodel of the second floor choir room and choir office. Deferral of the principal payments would allow BARC to pay off the bank loan on the remodeling project and meet on-going operating expenses. President Erickson discussed the loan terms with the Board. After further discussion, the following action was taken.

Motion by Commissioner Larson, seconded by Commissioner Fossing, to authorize use of the \$750 donation towards remodeling costs for an incubator site on the first floor of BARC and to approve a loan of up to \$19,500 to BARC to be applied towards expenses to remodel the second floor choir room and choir office into rental office space; and further approving loan terms as follows: Interest at the rate of 5% per annum, extension of the loan term to 8 years; interest-only monthly payments for the period of three years and principal and interest payments thereafter for the period of 5 years. Motion carried 5-0.

7. Small Cities Development Program

A. Owner-Occupied Rehab Project Review: Western Community Action processed and inspected an additional property for the housing rehabilitation program. The Board received a recap sheet for this project that outlined the scope of work, the total project costs, owners' match, and proposed loans of SCDP funds. The average SCDP loan is \$15,600. The maximum SCDP loan per project is \$18,000. The proposed project is within the funding range.

<u>Application No.</u>	<u>Proposed Improvements</u>	<u>Project Costs</u>	<u>SCDP Funds (For Project)</u>
Windom #48	Windows, Siding, Roofing	\$25,222	\$18,000

Motion by Commissioner Slette, seconded by Commissioner Larson, approving the SCDP owner-occupied rehab request for Windom Project No. 48 as submitted by Western Community Action. Motion carried 5-0.

8. EDA Spec Building

A. Lease Negotiations - Closed Session: Director Hanson advised that the closed session pertains to continuing negotiations concerning the lease for the EDA's Spec Building. President Erickson closed the meeting to the public at 12:20 p.m. Director Hanson provided the Board with a memo concerning the history of the lease, EDA's expenses, discussed

comparables, and updated the Board concerning communications with the lessee and proposed lease terms. The meeting was re-opened to the public at 12:55 p.m.

Motion by Commissioner Maricle, seconded by Commissioner Slette, authorizing EDA Director Mark Hanson to continue negotiations concerning the lease for the EDA's Spec Building pursuant to directions from the EDA Board. Motion carried 5-0.

9. Madson Property

A. Negotiation Options - Closed Session: Director Hanson advised that the closed session pertains to continuing negotiations regarding the Madson property. President Erickson closed the meeting to the public at 12:56 p.m. Director Hanson provided the Board with a memo concerning property owned by Wayland and Lucy Madson. The Board received copies of the plat for the property and an aerial (Google) map of the area. Following further discussion, the meeting was re-opened to the public at 1:08 pm.

10. New Business: Jennifer Anderson and Jerry Tutje were present on behalf of Studio One (photography studio). They provided details concerning the plans to possibly purchase and remodel property on the square for the photography studio. The Board referred them to the WADC for assistance with their project.

11. 2011 Strategic Goals – Six-Month Review: The Board received a summary of the steps taken on these five goals in the first six months. Director Hanson also provides weekly updates to the EDA Board.

12. Executive Director's Report

A. Meetings, Seminars & Business Activity – Recap and B. Prospect Update: Director Hanson updated the Board concerning prospective business contacts he has had since the August Meeting. MIRC workshops for businesses are scheduled for the first part of October. On August 23, 2011, an SCDP Community Meeting was held at the Windom Community Center. Details of the program were provided to attendees. For the period of sixty (60) days, preference will be given to applications requesting assistance for repair of water damage resulting from flooding and/or last September's heavy rains.

13. Miscellaneous Information

A. Monthly Budget Recap: The Board received a copy of the monthly budget report for August, 2011.

B. River Bluff Townhomes – Monthly Financial Report: The Board received copies of the financial report provided by Van Binsbergen & Associates for the period ending July, 2011.

14. Adjourn: By consensus, President Erickson adjourned the meeting at 1:38 p.m.

Sally Larson, EDA Secretary-Treasurer

Attest:

Mark P. Hanson, Executive Director

**PARK AND RECREATION COMMISSION MEETING
MINUTES SEPTEMBER 12, 2011**

1. Call to Order: The meeting was called to order by Chairman Terry Fredin 5:17 p.m. in the council chambers at city hall.
2. Roll Call:
Commission Present: Kay Clark, Terry Fredin, Sherri Zimmerman, Jeff LaCanne & Angie Blanshan
Commission Absent: None
City Staff Present: Recreation Director Al Baloun & Park Superintendent Bruce Caldwell
Council Liaisons: Corey Maricle & JoAnn Ray Absent
Public: Page Kern, Justin Espenson representing Windom Youth Hockey Association
3. Approve Agenda
Motion by Blanshan, seconded by LaCanne to approve agenda
Motion Carried Unanimous
4. Approve Minutes July 11, 2011 Park & Recreation Commission Meeting
Motion by Blanshan, seconded by LaCanne
Motion Carried Unanimous
5. Park Superintendent Bruce Caldwell
Island Park North Softball Field Lighting, Caldwell stated that the light poles around the north field are old and rotted so they need to be either eliminated or replaced. A few of the outfield lights are either broken or need replacement. Many of the mounting brackets are bad so the lights are swinging on the poles which create a safety concern to park users. Due to the limited usage on this field after dark when lighting is need, the commission will have to decide if they can justify the high costs for repairs.
Motion by LaCanne seconded by Blanshan to removed the lights that create a safety hazard immediately.
Motion Carried Unanimous
Caldwell was instructed to contact the Electric Department and get costs to replace all the poles and repair the lights and wiring on the north ball field at Island Park and report back at the October commission meeting.
6. Recreation Director's Report- Al Baloun
 - a. Pool Update-the annual report was issued to commission members. Baloun stated the fees for the Red Cross Certification will increase in 2012 so fees will need to be raised accordingly.
Fees were also discussed for other users of the pool and the commission stated unanimous that all users must pay a fee to use the facility.
 - b. Fall Programming-in the soccer program there is 28 kids participating. The flag football program will have around 40 participants this year. Baloun said he didn't get enough participants for the 4-6th grade section therefore that portion will be eliminated and three youths will get refunds.
 - c. Programming Ideas – Page Kern, presented to the commission some recreation ideas for community participation throughout the year. She said with all the groups and organizations in the community there should be all kinds of things for people to do. Some ideas were fishing contests for youth and adults, basketball free throw tournaments, basketball horse tournaments, bean bag leagues and tournaments, disk golf tournaments, kite flying events, pickle ball leagues and tournaments, skate park events and exhibitions, tennis tournament and leagues and the list goes on and on. The biggest thing is to get people involved and motivated to run events.

d. Windom Youth Hockey-Justin Espenson

1. He asked if it would be possible to have their group flood the outdoor rink in Witt Park for skating. The commission said they would like a detailed list of items that need attention such as who is responsible for all labor and costs to use this facility during the winter months. Insurance questions were also raised which needs to be clarified.
2. With Ice Rates already set at \$105 per hour, he asked if the association could work out a rate for non-prime ice hours. The Hockey Association would like to see a set fee for unlimited use of the ice, but Baloun expressed that parameters would have to be set up if this was to be offered. Baloun will meet with Espenson to see if something can be worked out and report back at the next meeting.
3. Baloun also reported that Ice rink Equipment at the Coon Rapids Cook Arena was being offered on an on line auction. Baloun and Espenson have both expressed interest in pursuing some of this equipment such as Arena Boards, Bench areas, and glass, locker room lockers, lobby bulletin boards, flammables cabinet, and handicap rails for the bleachers. Baloun is going to try to set up an appointment to look at the items being offered for auction. This would have to be a joint effort of both the City and Windom Youth Hockey Association.
4. Ice set up began this week with sand being removed by the street department on Monday. It is anticipated that we will have skatable ice by Monday, October 17.

e. Des. Moines Valley Trail System Update and Discussion

Al Baloun talked to the commission that he had met with the representatives from the Des Moines Valley Trail System and they would like to see the community of Windom set up a trail committee to assist with the planning of the trail system. Holly Larson and representatives from the Des Moines River Valley Trail will be asked to attend the October commission meeting. Interested public will also be asked to attend this meeting.

7. Open Mike: None

8. Meeting Adjourned at 6:30 P.M.

Windom Library Board Meeting
Windom Library
Sept. 13, 2011
5:05 p.m.

1. Call to order: The meeting was called to order by Jan Johnson at 5:05 p.m.
2. Roll Call:
Members Present: Kathy Hiley, Anita Winkel, Jan Johnson,
Mary Erickson and John Duscher

Members Absent: Charles Reid and Beth Fleming

Library Staff Present: Joan Hunter

City Council Member Present: None
3. Agenda and Minutes
Motion by Mary Erickson and seconded by John Duscher to approve the Agenda and the Minutes.

4. Financial Report:

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

5. Librarians Report:

Joan attended the Plum Creek Library Director's meeting in August. Delivery for inter-library loans will now be 2 days/week instead of 3 days/week. This enables them to hire one full-time person instead of 2 part-time positions.

Joan presented the upcoming year's budget to the city. Discussion was held about the prepayment to Plum Creek during the state's shutdown to help their cash flow and how this affects next year's budget. The proposed budget is a 2% increase over this year.

A wireless router has been installed at the library allowing patrons to go online with their personal laptops and devices. This was done by Windom Schools who were too far from the tower to work at the school. Students will be informed of this service at our library.

The book shelves have been ordered and a delivery date is not known at this time. Joan discussed the possible scenario of what will happen when the shelves arrive. When the shelves arrive, the library will close for 1 or 2 days. Books from the shelves would be piled in the mystery and magazine rooms. At this time, there are no plans for the old shelving so they would just be removed. Tables would be set up for the Book Sale that would run for one week. Then the new shelves would be assembled over a weekend. The library would close

again for a couple of days while the books are placed on the new shelves. During the book sale, no books would be checked out but the computers will be available for use.

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

6. Old Business:

None

7. New Business:

Discussion was held about acquiring e-books and the cost involved. At this time it appears each library would have to pay the company involved \$20,000 plus the cost of the e-books.

At this time there are no plans for the gift from the Bruce Nelson estate.

9. New Book Suggestions:

The board presented their suggestions.

10. Adjourn:

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

Meeting adjourned at 5:36 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary

**CITY OF WINDOM
PLANNING COMMISSION
MINUTES
SEPTEMBER 13, 2011**

1. Call to Order: The meeting was called to order by Chairman Hunter at 7:00 p.m.

2. Roll Call & Guest Introductions:

Planning Commission: Loie Grandprey, Gary Hunter, Kevin Rose, Tim Hacker, Greg Pfeffer, and Marilyn Wahl.

Absent: Lindsey Cartwright, Renee Giefer, and Brad Powers (Council Liaison).

Also Present: Planning/Zoning Staff-James Kartes (Zoning Administrator), Mary Hensen (Adm. Asst.).

Public Present: Debra and Steven Freking (present for public hearing).

3. Approval of Minutes:

Motion by Commissioner Grandprey, seconded by Commissioner Hacker, to approve the Planning Commission Minutes for the meeting held on June 14, 2011. Motion carried 5-0.
(Commissioner Pfeffer was not present for the vote.)

4. Public Hearing – 7:05 P.M.: Variance – Accessory Building – 945 21st Street - (Applicants/Owner: Debra & Steven Freking): Zoning Administrator Jim Kartes briefly updated the Board concerning the ordinance changes in the variance section of the City Code. (The Commissioners had received a copy of the new Section 11.60 in their packets.) Chairman Hunter opened the public hearing at 7:05 p.m. The Commissioners had received copies of the application, site plan, plat map, and aerial photograph of the property. Applicants Debra Freking and Steven Freking were present at the meeting to answer questions. Zoning Administrator Jim Kartes advised that the Frekings are requesting a variance on the side yard setback to allow the construction of a detached garage (22' X 34') on the property. The Applicants currently have an attached garage which covers 716 square feet. The proposed project meets all other Code requirements concerning number of accessory buildings and ground coverage, etc. This is a corner lot and Section 11.18, Subd. 4 requires a side yard setback of 25 feet for a corner lot. The new garage will have a side yard setback of 16 feet. The Applicants are requesting a variance of 9 feet on the side yard setback. Ninth Avenue is a currently a paper street. It is shown on the plat, but has not been officially opened by the City Council. There are no present plans to open the street unless there is additional development in that area. The location of this garage would not interfere with any required right-of-way if the street is ever opened. There are no utilities in the area of the proposed garage that would be affected. The new garage will face 21st Street. The Zoning Office has received no comments from anyone concerning the proposed project. Mr. Freking advised that they will be using the new garage for storage and not for any commercial purposes. No one else from the public was present at the public hearing. All public testimony was completed and Chairman Hunter closed the public hearing and referred the matter to the Planning Commission for consideration at 7:09 p.m. After a brief discussion, the following action was taken.

Motion by Commissioner Grandprey, seconded by Commissioner Hacker, and carried to recommend to the City Council the approval of the application, submitted by Debra J. Freking and Steven J. Freking, requesting a 9 foot variance of side yard setback to allow the construction of an additional 22' X 34' detached garage on property situated in an R-1 District. The property is located at 945 21st Street and is described as: Lots 5, 6, 7, 8 and 9, Block 2, of Knauss Dynamic View Addition and Outlots A and B, Block 3 of Prairie Ridge Subdivision in the City of Windom, Cottonwood County, Minnesota.) (Parcel Nos. 25-452-0160, 25-452-0180, 25-452-0200, 25-623-0150, & 25-623-0160.)

The motion includes that the jurisdictional documents and the findings of fact be made a part of the hearing record.

Findings of Fact:

1. As stated in the narrative herein.
2. The landowner (applicant) proposes to use the property in a reasonable manner.
3. The applicant has established that there are practical difficulties, as defined by state statute, in complying with the ordinance.
4. The unique circumstances of the property were not created by the landowner.
5. The variance is in harmony with the general purposes and intent of this ordinance.
6. The variance is consistent with the comprehensive plan.
7. The variance will not alter the essential character of the locality.

Motion was declared carried 6-0.

Zoning Administrator Kartes advised that these recommendations will now come before the Windom City Council at its meeting next Tuesday night, September 20, 2011; and the Council will make the final decision concerning this application.

5. New Business: There was a brief discussion concerning any known items which may be coming before the Planning Commission in October and also the scheduling of meetings.
6. Planning Commission Comments, Concerns, Suggestions: A brief discussion was held concerning the location of dumpsters on the highway, weed complaints on land adjoining the river south of the liquor store, and complaints regarding a commercial property on County Road 26.
7. Adjourn: By consensus, Chairman Hunter adjourned the meeting at 7:20 p.m.

Gary Hunter, Chairman

Attest: _____
James Kartes, Zoning Administrator

**STREET COMMITTEE
MINUTES SEPTEMBER 14, 2011**

Call to Order: The meeting was called to order at 5:30 P.M. at Street Shop

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

City Staff Present: Street Superintendent Bruce Caldwell

Public: None

1. Baptist Church Request for new sidewalk South end of Buckwheat Avenue; Phil Johnson Jr. (Buckwheat) presented some materials for the committee to review prior to meeting. The committee reviewed the church's proposal to build a new sidewalk from the south end of Buckwheat Avenue to their asphalt driveway on the church property. The majority of the sidewalk will be on their private property but they desire to run it up to the end of the asphalt on Buckwheat Avenue. All related costs for this project will be the church's responsibility. They would like to start construction this fall or early next spring.
Committee Members Ray & Powers approved this request as stated above.
2. Traffic Lights Hwy 60/71 restoration; the contractor has completed their portion of work re-finishing and painting the traffic lights. Caldwell said there are some areas that weren't covered in the contract which was an oversight. So the city staff will need to finish painting some small areas around the light brackets when time permits. Cost for the project was \$12,968.00 to B & L Utility Maintenance LLC out of Annandale Mn.
3. 2012 Budget Proposal Update
Reviewed handouts on budget and equipment CIP.

Arena Horse Shows Labor & Equipment by Street Dept Staff

<u>Annual Labor & Units Hours</u>	<u>Labor & Equipment Costs Annual</u>
2005 Total Hours All Shows 104 1/2	2005 Total Expense Street Dept \$9,097.50
2006 Total Hours All Shows 87	2006 Total Expense Street Dept \$7,610.00
2007 Total Hours All Shows 48	2007 Total Expense Street Dept \$4,230.00
2008 Total Hours All Shows 41	2008 Total Expense Street Dept \$5,500.00
2009 Total Hours All Shows 72	2009 Total Expense Street Dept \$7,465.00
2010 Total Hours All Shows 51	2010 Total Expense Street Dept \$5,410.00
2011 Total Hours All Shows 33	2011 Total Expense Street Dept \$3,407.50

4. Street Office Computer Update; the computer is no longer working correctly and following a conversation with the maintenance people the unit needs to be replaced ASAP before it completely fails. The costs for replacement will be divided between the street and park departments 2011 budgets. Unit has been ordered.
5. Fall 2011 Street Department Projects; Staff
 - a. Beginning Sept 13th the staff is now repairing bad asphalt areas on several residential streets which will take approximately three weeks to complete.
 - b. Following the street repairs fall cleanup will begin
6. Shop Remodel Project Update; Caldwell said the contractor hasn't painted all the walk in doors or the overhead garage doors yet. Caldwell discussed the unfinished items with City Administrator Steve Nasby. Following that conversation Caldwell contacted the project engineering firm Wenck Inc. instructing them the city is now preceding with the penalty phase of the contract due to non-completion as of 9/12/11.
7. Meeting adjourned at 6:05 p.m.

Windom Airport Commission Minutes
September 15, 2011

The Windom Airport Commission met on September 15, 2011, at 8:30 a.m. at the Windom Airport. Members present were Marlyn Bartsch, Brian Underwood, Scott Fredin, Merle Wall, Gerri Burmeister and Liaison Mayor Kirby Kruse. Members absent: Stan Wendland and John Holt. Others Present- City Staff: Steve Nasby, Denise Nichols and Bruce Caldwell and Airport Consultants Lyle Kratzke and John Peterson with TKDA.

Chairman Underwood called the meeting to order.

1. **Approve Minutes:** Minutes from February 11, 2011, were reviewed. **Motion by Bartsch, seconded by Burmeister, to approve the minutes as written. Motion passed 5 ayes, 0 nays.**

2. **Hangar Door Repairs:** Due to the high cost estimates that were received and the percentage of matching funds that would be required for this project, Underwood recommended the Commission consider not repairing the hangar doors on the north side of the old hangar. The bottom two feet of the doors need to be replaced along with cables, rollers and seals. The lowest quote received to repair the doors was \$27,000. He suggested that the matching funds required for the repair could be used towards building a new hangar. Caldwell asked if a new hangar is built, would the old hanger be removed. If the answer to that question was no, then the doors need to be fixed. Mayor Kruse agreed that if the hangar remains, the doors on the building need to be repaired. The Commission discussed funding for the project. Nichols stated that emergency State 50/50 funds have been set aside for the project. Currently the 50% matching funds have not been included in the airport's budget. City Administrator Nasby said that the Council could include the match in the 2012 budget. Mayor Kruse suggested that the Council could prefund the project so that the work on the doors could begin this fall. Caldwell was asked to obtain a cost for the additional materials needed for the project including rollers, seals and cables. He estimated the cost for the parts would be less than \$2,000.

Motion by Bartsch, seconded by Wall, to make a recommendation to the City Council for funding of the 50% match requirement for repair of the hangar doors. Motion passed 5 ayes, 0 nays.

3. **Airport Layout Plan (ALP):** Lyle Kratzke from TKDA Engineers reviewed with the Commission the history of the ALP and the reasons for the need to update the plan. Issues with the current plan include crosswind runway location, zoning, runway extension, land inventory and as-built buildings. The ALP is a 20-year planning document and John Peterson indicated that several items in the ALP would remain the same. The Commission discussed the need for additional hangars and the possible types and locations for new hangars. The Commission also discussed adding on to the existing hangars and building a smaller conventional hangar. Peterson offered to provide a few options for possible locations of some new hangar alternatives.

4. **Capital Improvement Plan (CIP):** John Peterson reviewed with the Commission the current CIP plan and provided suggested changes to the CIP including changing the environmental review dates to two years prior to the anticipated start of a project and combining the environmental review for several projects. He noted that once an environmental review is complete, it could be used for five years for airport projects. The priority for the projects on the CIP included: 1. Hangars, 2. Runway Extension, 3. Crosswind Runway and 4. Parallel Taxiway. Peterson will make the requested changes to the CIP and send a copy of the revised plan for review and approval.

5. **Other Business:** Underwood informed the Commission that EPA had conducted an inspection of the airport fuel tank. Reporting indicates that the airport was out of compliance for six months last year due to the low volume of fuel in the tank. The tank is equipped with leak detection monitoring equipment that is unable to work if the level of the fuel in the tank drops below 50%. Underwood has contacted the manufacturer and new equipment is available that will conduct the leak detection monitoring if the level of fuel in the tank is above three inches from the bottom of the tank. The cost for the equipment is \$3,500. It was suggested that State 50/50 funding may be available for the purchase of the equipment. Nichols will contact the DOT to see if the project is eligible for funding and if the project could be added to the request for state emergency funding for the hangar door repair. To complete the project this year, the Commission agreed to include the project in their recommendation to the Council for budgeting and prefunding of the project.

6. **Commission Concerns:** Underwood reported that the Fly-in Breakfast event was a success. Eighteen planes flew in for the event and 230 breakfasts were served. The event prematurely ended when a thunderstorm broke out.

7. **Adjourn:** Chairman Underwood declared the meeting adjourned at 9:53 a.m.

Brian Underwood, Chairman

Attest: _____
Steve Nasby, City Administrator



MEMO

To: Mayor and City Council
From: James Kartes, Zoning Administrator
Date: September 16, 2011
Re: Planning Commission Meeting – September 13, 2011

At its regular meeting on September 13, 2011, the Planning Commission held a public hearing and made the following recommendations concerning the application which came before the meeting:

1. VARIANCE APPLICATION:

Applicants & Owners: Debra J. Freking and Steven J. Freking
Address of Property: 945 21st Street, Windom, MN
Legal Description: Lots 5, 6, 7, 8 and 9, Block 2 of Knauss Dynamic View Addition and Outlots A and B, Block 3 of Prairie Ridge Subdivision in the City of Windom, Cottonwood County, Minnesota.)
Parcel ID#: 25-452-0160, 25-452-0180, 25-452-0200, 25-623-0150, & 25-623-0160.

The Applicants propose to construct a 22'X34' detached garage east of their current attached garage. The new garage will be 16 feet from the side property line. Pursuant to the City Code section on R-1 Districts, they are required to have a side yard setback of 25 feet on a corner lot. They are requesting a variance of 9 feet on the side yard setback.

THE PLANNING COMMISSION RECOMMENDS TO THE CITY COUNCIL:

Approval of the application, submitted by Debra J. Freking and Steven J. Freking, requesting a 9 foot variance of side yard setback to allow construction of a detached 22' X 34' garage on their property at 945 21st Street.

The motion includes that the jurisdictional documents and findings of fact be made a part of the hearing record.

(Please refer to the Planning Commission Minutes for further details and discussion on these matters.)

I will be present at the City Council Meeting on September 20th to address any questions the Council may have at that time.

Prior to that time if there are any questions, please contact the Planning and Zoning Office at 831-6125.

JK:mah

**Building & Zoning Office
City Hall, 444 9th Street, P.O. Box 38
Windom, MN 56101
Phone: 507-831-6125**

**CITY OF WINDOM PLANNING COMMISSION
PUBLIC HEARING NOTICE
VARIANCE APPLICATION- SETBACK**

Pursuant to City of Windom, City Code Sections 11.58 and 11.60, notice is hereby given that the Applicants, DEBRA J. FREKING AND STEVEN J. FREKING, and Owner, DEBRA J. FREKING, Trustee of Debra J. Freking Trust, of 945 21st Street, Windom, Minnesota, have submitted a zoning application for a variance for property located in an R-1 District. The Applicants request a variance of the sideyard setback to allow the construction of a detached garage which will have a sideyard setback less than the minimum required by City Code Section 11.18, Subdivision 4. The setbacks are shown on the plot plan which is on file in the Building & Zoning Office in City Hall.

A public hearing to consider this application will be held before the Planning Commission in the **City Council Chambers at City Hall, 444 9th Street, Windom, MN 56101 on Tuesday, September 13, 2011, at 7:05 p.m.**

Those persons wishing to be heard on this application for consideration of a variance are requested to be at this meeting. The setbacks are shown on the plot plan and the application which may be reviewed in the Building & Zoning Office at City Hall prior to the Public Hearing.

Legally described as follows: Lots 5, 6, 7, 8 and 9, Block 2, Knauss Dynamic View Addition and Outlots A and B, Block 3 of Prairie Ridge Subdivision to the City of Windom, Cottonwood County, Minnesota.

Parcel ID #: 25-452-0160, 25-452-0180, 25-452-0200, 25-623-0150,
25-623-0160

Address of the Property is: 945 21st Street, Windom, MN 56101

By Order of the City of Windom
James Kartes, Zoning Administrator

Published: Cottonwood County Citizen (August 31, 2011)

CITY OF WINDOM, MINNESOTA

444 9th Street
Windom, MN 56101
507-831-6125

APPLICATION FOR CONSIDERATION OF ZONING/SUBDIVISION REQUEST

Applicant(s): Name(s) Deb Freking / Steve Freking
Address 945 21st Street
City Windom State Mn Zip 56101 (Phone: 831-1441)

Owner(s): (If other than Applicant)
Name(s) Debra J. Freking, Trustee (Debra J. Freking Trust)
Address Same
City _____ State _____ Zip _____ (Phone: _____)

Property Address: 945 21st Street Windom Mn 56101

Legal Description of Property: Lot(s) _____ Block(s) 2 Addition _____
Lots 5, 6, 7, 8 and 9 of Knauss Dynamic View Addition &
Outlots A and B, Block 3 of Prairie Ridge Subd. Parcel No. 25-452-0160, 25-452-0180,
25-452-0200, 25-623-0150,
25-623-0160
(If metes and bounds, attach description.)

Existing Use of Property: Residential Present Zoning: Residential
R-1 (Single-Family)

Action Requested: Conditional Use Permit _____ Variance
Subdivision (Sketch Plat) _____ Preliminary Plat _____ Final Plat _____
Planned Unit Development (PUD) _____
Amendment (Text, Rezoning, Comprehensive Plan) – SPECIFY: _____
Other (Specify): _____

Description and Reason for Request (Attach Additional Information if necessary and/or required)

I want to build an additional unattached garage for more storage space.
The new structure would be aprox 250 square feet. My present garage is 750 sq. ft.
Asking for a 9' variance of sideyard setback.

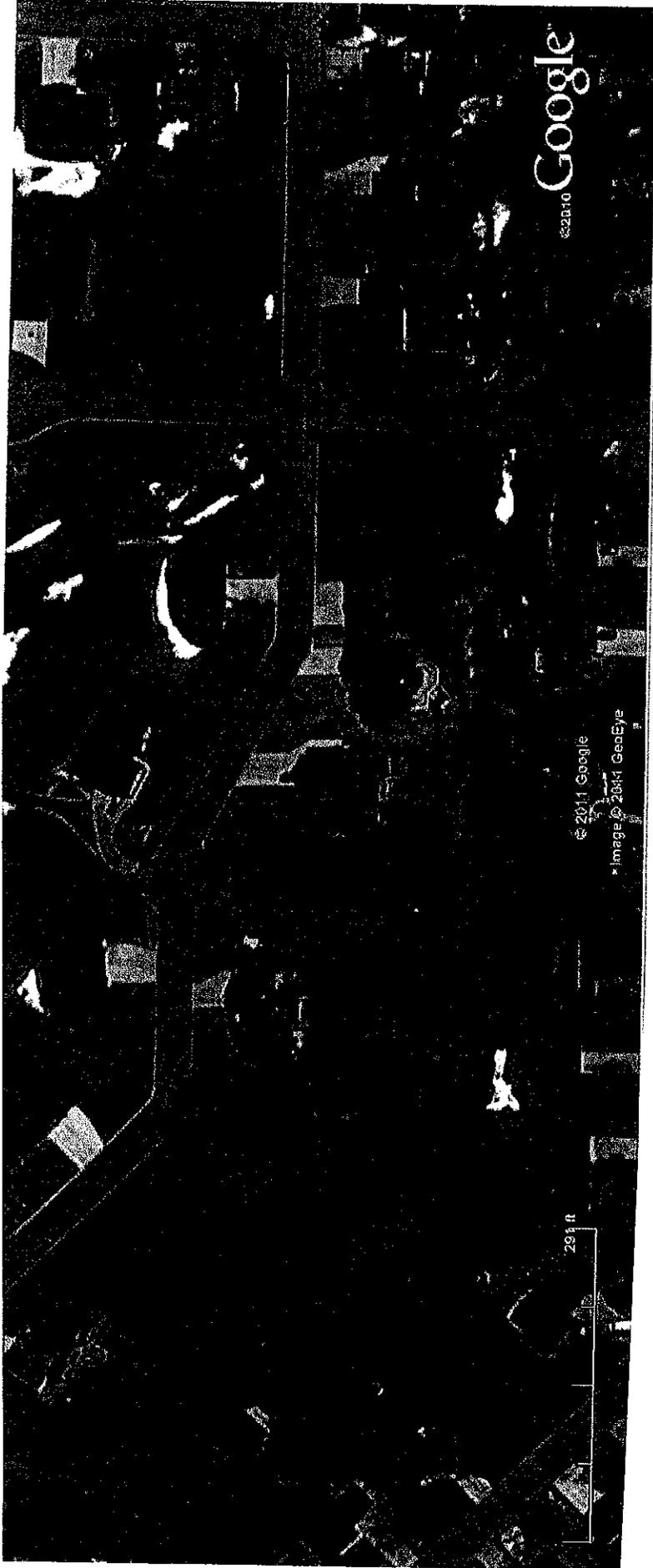
In signing this Application, I/we hereby acknowledge that I/we have been advised concerning the applicable provisions of the Windom Zoning and Subdivision Ordinances, current administrative procedures, and the required filing fee. I/we hereby acknowledge that the information provided in this Application is true and correct to the best of my/our knowledge.

x Deb Freking x Steve J. Freking
Date: 8-15-2011
[SIGNATURES OF APPLICANT(S)]

Fee: \$150.00 Paid: Ck. 7405 Date: 8/16/11

Upon receipt of the Application, all required supporting documents, and the filing fee, this APPLICATION IS ACCEPTED FOR FILING on this 16 day of August, 2011.

WINDOM BUILDING & ZONING OFFICIAL: James K...



Google

© 2011

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Image © 2011 GeoEye

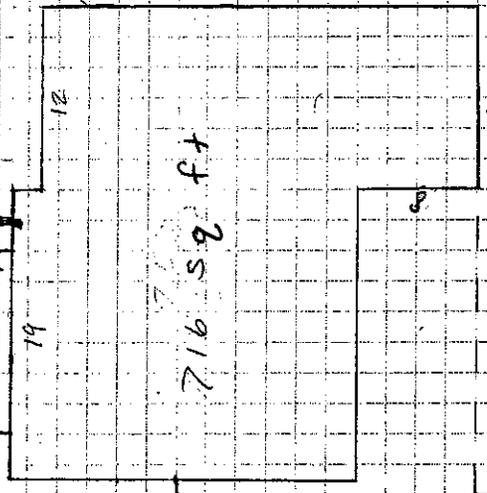
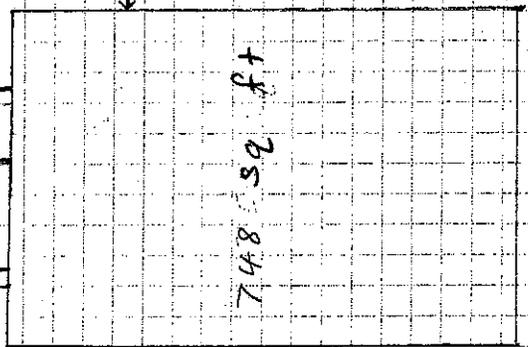
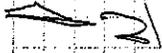
29 ft

FUTURE CURB

NORTH

CURB

Property Line



43'



10'

19

12

20

716 sq ft

28

10

12

22'

748 sq ft

(not

25

from property line)

MEMORANDUM



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

TO: City Council

FROM: City Administrator

A handwritten signature in black ink, appearing to be 'J. Smith', is written over the name 'City Administrator'.

DATE: September 16, 2011

RE: Acquisition of Property – Windom Wastewater Treatment Plant\Main Lift Station Project

The proposed wastewater project involving the re-construction of the main lift station and interceptor line required that the City obtain an easement from Marlyn Voehl for property he owns at the end of Prospect Avenue. This property (tax identification #25.177.0150) is an undeveloped lot containing approximately 1.85 acres. The Windom Utility Commission recommended that the City staff obtain the necessary easement prior to the awarding of the project bid that is scheduled for City Council consideration on October 4, 2011.

City staff contacted the property owner regarding the proposed project and discussed the available options. It was the property owner's preference to sell the property to the City versus the City obtaining an easement. The Water\Wastewater Superintendent has recommended that the City acquire the property for current uses and possible future utility projects.

Attached is a purchase agreement for the City Council's consideration. The price of the purchase offer is \$15,000 for this lot. The seller has requested that as long as he owns and occupies his residence at 593 Prospect Avenue that the City also agree to the following conditions:

- The City not subdividing and selling any portion of the property for non-city use.
- No residential building on any portion of the lot.

If the City Council does approve the purchase of this lot and the conditions the restrictions will be included in the warranty deed as the method of recording this information.

A copy of the purchase agreement is attached for your information. The expense of the property acquisition and related legal expenses will be covered by the wastewater fund.

PURCHASE AGREEMENT

Windom, Minnesota – September 17, 2011

RECEIVED OF City of Windom, a municipal corporation under the laws of the State of Minnesota, the sum of One and No/100 Dollars (\$1.00) as earnest money and in part payment for the purchase of property located at the South end of Prospect Avenue, Windom, (see legal below) situated in the County of Cottonwood, State of Minnesota, and legally described as follows, to-wit:

Lot 25 of County Auditor's Plat No. 14 in the City of Windom, Cottonwood County, Minnesota, formerly described as follows:

Part of the Northwest Quarter of the Northeast Quarter of Section 36, Township 105 North, Range 36 West, and of Lot 14 of the State Subdivision of part of said Section 36 in the City of Windom, Minnesota, described as follows:

Beginning at the Southwest corner of Block 1 of Redding's First Addition to Windom and running thence East on and along the South line of said Block 1, a distance of 25 feet; thence South on a line parallel with the West line of the Northwest Quarter of the Northeast Quarter of said Section 36, a distance of 370 feet to the North line of tract conveyed to the City of Windom by deed dated September 30, 1968, and recorded December 6, 1968, in File 151, Card 1209; thence West on and along the North line of said city tract, to the centerline of the Des Moines River; thence Northerly and Westerly along said centerline of the Des Moines River to the North line of said Lot 14; thence East along the North line of said Lot 14, a distance of 500 feet, more or less, to the Northeast corner of said Lot 14; thence North on and along the West line of the Northwest Quarter of the Northeast Quarter of said Section 36, a distance of 232.5 feet, more or less, to the point of beginning, containing 1.85 acres, more or less.

Parcel ID No. 25.177.0150

SELLER SELLS SAID PROPERTY "AS IS" WITHOUT ANY WARRANTIES, EXCEPT MARKETABLE TITLE.

including the following-listed personal property:

NONE

all of which property the undersigned hereby agrees to sell to Buyer for the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00), which Buyer agrees to pay in the following manner:

Earnest money herein paid \$1.00 and \$14,999.00 cash on or before October 1, 2011, the proposed date of closing.

Buyer and Seller acknowledge that this Purchase Agreement and Buyer's obligations herein are contingent upon approval of the Windom City council.

Seller certifies that Seller does not know of any wells on the above-described property.

Subject to performance by the buyer, the seller agrees to execute and deliver a Quit Claim Deed conveying marketable title to said premises subject only to the following exceptions:

- (a) Building and zoning laws, ordinances, state and federal regulations.
- (b) Restrictions relating to use or improvement of premises not subject to unreleased forfeiture.
- (c) Reservation of any minerals or mineral rights to the State of Minnesota.
- (d) Utility easements of record.
- (e) Rights of tenants as follows: (unless specified, not subject to tenancies).

Buyer shall pay the real estate taxes due and payable in the year 2012, and any unpaid installments of special assessments payable therewith and thereafter. Real estate taxes due and payable in the year 2011, including any assessments certified with taxes, shall be paid by Seller.

Seller further agrees to deliver possession not later than date of closing provided that all the conditions of this agreement have been complied with. Unless otherwise specified, this sale shall be closed on or before 60 days from the date hereof.

Seller shall, within a reasonable time after approval of this agreement, furnish an abstract of title certified to date (or a Certificate of Title and Registered Property Abstract) both also to include proper searches covering bankruptcies, and state and federal judgments and liens. Buyer shall be allowed ten (10) days after receipt thereof for examination of said title and the making of any objections thereto, said objections to be made in writing or deemed to be waived. If any objections are so made, Seller shall be allowed 120 days to make such title marketable. Pending correction of title, the payments hereunder required shall be postponed, but upon correction of title and within ten (10) days after written notice, Buyer shall perform this agreement according to its terms.

If said title is not marketable and is not made so within 120 days from the date of written objections thereto as above provided, this agreement shall be void, and neither principal shall be liable for damages hereunder to the other principal and all money theretofore paid by Buyer shall be refunded; but if the title to said property be found marketable, or be so made within said time, and said Buyer shall default in any of the agreements and continue in default for a period of ten (10) days, then and in that case, Seller may terminate this contract, and on such termination, all the payments made upon this contract shall be retained by said Seller, as their respective interests may appear, as liquidated damages, time being of the essence hereof; but this provision shall not deprive either party of the right of enforcing the specific performance of this contract provided such contract shall not be terminated as aforesaid, and provided action to enforce such specific performance shall be commenced within six (6) months after such right of action shall arise.

Buyer covenants and agrees not to subdivide or sell said property or construct any structures on said property without the express written consent of Seller. Said covenant and agreement shall be for a period of 20 years, or so long as Seller owns the property immediately North (South 50 feet of Lot 3 and North 50 feet of Lot 4, Block 1, Ackerman's Subdivision), whichever ends first.

Sellers

Dated: Sept. 12. 2011

By Marlyn W. Voehl
Marlyn W. Voehl
SSN: 472-44-1474

The undersigned hereby agree to purchase said property for the price and upon the terms above mentioned and subject to all conditions herein expressed.

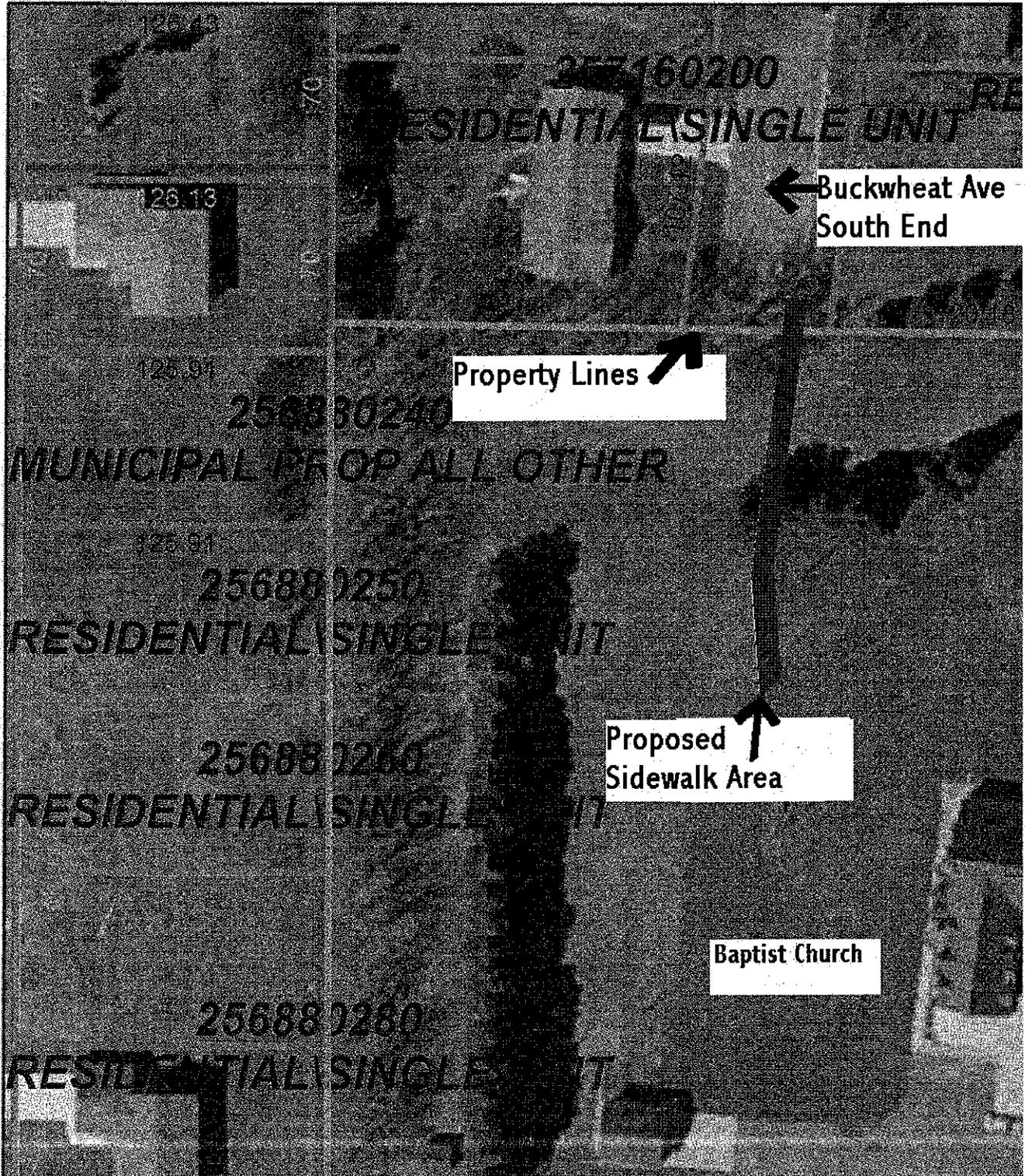
CITY OF WINDOM

Dated: _____, 2011

EIN: 41-6005647

Please see Street Committee minutes for additional information regarding the sidewalk proposal.

Baptist Church





U. S. Fish and Wildlife Service
5600 American Blvd. West, Suite 990
Bloomington, MN 55437-1458

FWS/R3/ABA-CAD
Cooperative Agreement # F11AC00856

September 3, 2011

City of Windom, Minnesota
Attn: Steve Nasby, City Administrator
444 9th Street
Windom, MN 56101

Dear Mr. Nasby:

Enclosed is proposed Cooperative Agreement no. F11AC00856, for the construction of a rock arch rapids at Windom Dam. This document has been sent in duplicate original format for acceptance through the counter-signature of an authorized individual. To accept its terms; please ensure that both originals are signed. Retain one original set for your records and promptly return the other to me at our new address listed above.

Our current system is not interfacing with the Funding Accountability and Transparency Act reporting system at <http://www.fsrs.gov> in regards to the sub-award(s) report that must be completed. U.S. Fish and Wildlife has suspended the requirement for recipients of grants and cooperative agreements to report sub-award information on www.fsrs.gov. Recipients are still required to comply with the executive compensation requirement reporting. Please continue to check the system to see if it allows completion of the sub-award(s) reporting.

Contact me at (612) 713-5278 if you have any questions about this documentation.

Sincerely,



Denise Jefferson
Contract Specialist

FOR FWS USE ONLY:
A/R 32330-B-J005
\$100,000.00 FY11
Fund code 32330-1334-0000
Matching: \$517,146.00
ABC W4 BOC 411C
CFDA No. 15.608 FAADS Type 02

**COOPERATIVE AGREEMENT
NO. F11AC00856
BETWEEN THE
U.S. FISH AND WILDLIFE SERVICE
AND THE
CITY OF WINDOM, MINNESOTA**

I. RECIPIENT:

City of Windom, Minnesota
Steve Nasby, City Administrator
444 9th Street
Windom, MN 56101

EIN: #41-600-5647
DUNS: #071512073
(507) 831-6129

II. STATUTORY ENABLING AUTHORITY:

This Cooperative Agreement between the U. S. Fish and Wildlife Service (hereinafter referred to as the "Service" or "FWS") and the City of Windom, Minnesota (hereinafter referred to as the "City" or "Recipient") is entered into authority under the Partners for Fish and Wildlife Program in accordance with the Fish and Wildlife Coordination Act of 1934, as amended (16 U.S.C. 661 et seq.), the Fish and Wildlife Conservation Act of 1980 (16 U.S.C. 2901 et seq.), and the Fish and Wildlife Act of 1956, as amended (16 U.S.C. 742a et seq.).

III. APPROPRIATION AUTHORITY & AWARD AMOUNT:

Upon execution by authorized representatives of both parties hereto, this Cooperative Agreement shall serve as the official obligating instrument for transfer of \$100,000.00 in 32330-1334-0000 federal Fiscal Year 2011 (FY011) funds from the Service to the Recipient, to be used only for the purposes authorized within this agreement. These funds have been allocated under authority of the FY11 Continuing Appropriations Act of the Congress (P.L. 112-10).

IV. PURPOSE:

The low head dam on the West Fork of the Des Moines River located within the city limits of Windom, MN is a barrier to fish and mussel migration. The altered hydrograph, accumulation of sediment above the dam in the reservoir, erosion below the low head dam, fish and mussel barrier, safety and liability issues, and deterioration of the bank around the dam are the main identifiable issues with the Windom dam. The dam has subsequently been breached and water is free flowing around one end of the structure. The low head dam is still a barrier to migrating fish and thereby limiting the diversity and expansion of native

mussels that inhabit the river. Sediment accumulations for over 40+ years have substantially filled the reservoir. Approximately 90% of the watershed is dominated by row cropping. This, along with the extensive use of pattern tiling, has altered the hydrograph of the West Fork of the Des Moines since the current dam was in place. Since 1963-64, there have been two incidents of the dam effect failing in Windom. The current dam was built about 1963 and is a mass concrete fixed crest spillway with a head elevation of 6.1 feet and a width of 96 feet. The first 2 failed dams in the late 1800's were built for milling purposes. The flour mill no longer exists. The low head dam does not provide flood control or the generation of power, as such its primary purpose (the pool) was for aesthesis. There are resident homes along the reservoir. Significant emergency repairs were made to the current dam in 1984, which was paid in part by Minnesota Department of Natural Resources Dam Safety bonding money. According to the MN DNR the river has seen an increase of 220 cubic feet per second when compared to 1935-1963. Several times since 1963, river flow has washed around the dam likely due to the altered hydrograph. In 2007, the river washed out the river bank around the dam and down cut to the point where it had essentially returned it to a free flowing river with no water flowing over the low head dam at normal conditions.

The City of Windom has elected to move ahead with a dam removal and stream channel restoration project. Completion of this project with cost-share monies from the US Fish and Wildlife Service Fish Passage Grant would allow fish passage as well as the ability of mussels to expand their distribution upstream. The existing barrier limits the amount of fish habitat and fish production available upstream of the dam because it blocks migration.

Removal of the dam structure will also help alleviate safety concerns for the City. The dam generates safety concerns due to public use in nearby Island Park. There has been one case of a drowning in the immediate project area. On May 29, 1953 a twelve-year old boy drown near the dam in Windom. The City is also exploring the option of developing a trail along the river to increase public use in conjunction with the river in their city.

The Service and the City of Windom have some common interests in the management of migratory and resident wildlife populations that are dependent upon, in-stream, riparian, wetland and upland habitats. Both parties agree that these habitats in Minnesota need to be restored, protected, and properly managed to provide maximum wildlife benefits. Both parties believe it wise and prudent to address the growing public concern and awareness for the restoration, protection, management, and wise use of in-stream, riparian, wetland and upland habitats to increase and perpetuate migratory waterfowl and bird populations; game and non-game wildlife species; threatened and endangered species; fish and plant species; and to recognize the aesthetic and intrinsic values that streams, wetlands and associated uplands provide for society.

The purpose of this Cooperative Agreement of federal assistance is to restore, protect and manage stream and riparian habitat identified in the National Fish Habitat Plan as a priority area for the recovery of the federally listed as endangered Topeka shiner minnow on non-federal lands located in Cottonwood County, Minnesota. The intent of this particular project is to work with several partners including the Minnesota Department of Natural Resources (MNDNR), and the City of Windom, Minnesota, within the West Fork of Des Moines River watershed to remove a fixed concrete low head dam within the City of Windom, MN to restore the river to a free flowing channel with 4 Newbury Weirs (rock arched weirs) to enhance fish habitat. Additionally, the project will have several larger boulders strategically

placed for bank stability and to enhance fishing opportunities. This project will allow fish passage, including potentially Topeka shiners, and not trap river bed-load sediment. This project and other on-going projects in the Des Moines River watershed are important to the survival of the Topeka shiner. The project is also important to the local community and county government as it will enhance recreational opportunities but also importantly, remove a safety hazard from within the city as a documented drowning fatality has occurred at the dam in 1953.

This Cooperative Agreement will provide a framework for cooperation and coordination between the Service, the City of Windom, and other partners that will enable the removal of the low head dam and enhancement of the stream corridor restoration and protection of a section of the West Branch of the Des Moines River within the City of Windom, Cottonwood County, Minnesota. The City of Windom desires to provide project coordination assistance through in-kind services and budgeted funds. The City will also provide assistance through contracts for the purchase of materials and contracting of equipment necessary for the completion of the placement of the rock weir structures. In-kind services and funding from the following partners will also be provided to accomplish the goals of this project: the MN DNR. The paragraph below provides a brief description of what each partner will provide to accomplish the goals of this project.

The Service will provide co-coordination of the project proposal and technical assistance on project design as needed. The City will provide in-kind services for project coordination at the local level (working with the City divisions, MNDNR, and others as necessary) to complete the pre-construction surveying work, design assistance, contracting for needed materials, and project oversight during construction. The MNDNR will provide in-kind services for surveying labor, project design, and funding for the dam removal, re-shaping of the stream-bank, sediment removal and in-stream establishment of the rock weirs and construction oversight. The City of Windom, MN will provide in-kind services to complete pre-construction survey work, apply for necessary permits, and funding for miscellaneous expenses as needed.

This Cooperative Agreement provides for the limited exchange of services, personnel, equipment, and funds between the Service and the City to achieve the stated purpose, and recognizes that the goal will also be achieved with the cooperation of the state and local government entities as identified in the agreement.

V. SCOPE OF WORK AND RESPONSIBILITIES OF THE PARTIES:

- A. For the period hereinafter set forth, the City agrees to provide the personnel, materials, services, and funds needed to accomplish the purposes of this Cooperative Agreement, as described below. The City's budget dated July 12, 2011, as accepted by the Service Project Officer, is hereby incorporated into this Cooperative Agreement as an integral part of this documentation and agreement. Collectively, it is included in this Cooperative Agreement as Attachment C (Budget).

The Service and the City of Windom, MN and other partners propose to remove the low-head concrete dam structure, stabilize the stream-bank and install 5 in-stream rock weirs to enhance fish habitat and allow fish passage on the West Fork of the Des Moines River

within the city of Windom, Minnesota. This project, hereafter referred to as the **Windom Dam Removal Fish Passage Project**, is located within the City of Windom, Cottonwood County, Minnesota. The Windom Dam Removal Fish Passage Project is an in-stream structure /barrier removal project with bank stabilization and in-stream fish habitat enhancement project. The Service will work with the identified partners to survey, design, and complete the removal of the degraded concrete low-head dam structure and install the rock weirs for bank stabilization and fish habitat enhancement and to allow fish passage along the stream corridor which will potentially benefit the federally listed Topeka shiner minnow. Construction design and oversight will be completed primarily by MNDNR and City engineers. Funds from this agreement will be used to purchase materials; rock rip-rap and erosion control blanket, etc. and hire contractors as needed to complete the removal of the dam structure and installation of the rock weirs for the project. The rock weir structures will also create desired areas of slack water near the river bank for fish and mussel habitat. Vegetation will be reestablished to those areas disturbed during construction to control erosion along the project site.

B. In summary, the Recipient will take action to:

1. Manage and monitor each project, program, sub-award, function and/or activity supported by this award in accordance with 43 Code of Federal Regulations (CFR) 12.80.
2. To meet with Service representatives to discuss and agree on guidelines for the project proposal to meet the purposes of this Cooperative Agreement.
3. To provide in-kind services and funding, in the fair-market-valued amount of \$217, 146.00, for the implementation of agreed activities for the Windom Dam Removal Fish Passage Project.
4. Such in-kind services and funding, as provided for in Section V (A) (2), will include labor such as project coordination, project design, contract development and coordination, construction oversight, technical assistance, and on-the-ground assistance on-site, establishment of a native vegetation corridor on the upper banks and associated upland within the riparian zone and payment for materials and contractor costs for the project completion.
5. To document the names of personnel assisting with the project and to keep track of their time and involvement.
5. To assist with obtaining all required permits prior to initiation of the Windom Dam Removal Fish Passage Project.

C. NEPA/NHPA: Activities that take place under federally funded grant programs must comply with National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA). Compliance under NEPA/NHPA must be documented by the Recipient and approved by the Service. Unless otherwise notified by the Service Project Officer, the recipient will refrain from commencing work under this agreement until this documentation has been approved.

D. The Service will be substantially involved in this project by:

1. To cooperate in the accomplishment of the proposal from the City for removal of the low-head dam, bank stabilization, and installation of in-stream rock weirs, on the West Fork of the Des Moines River in the City of Windom, MN provided the City remains an active project partner in the Windom Dam Removal Fish Passage Project.
2. To provide limited funds, in the amount of \$100,000.00 from federal fiscal year 2011 (FY11) for the purchase of materials and to hire contractors as necessary, and to provide technical assistance to aid involved parties in completion of the Windom Dam Removal Fish Passage Project.
3. That the limited funds, as provided for in Section V(B)(2) or by future modification, will be used to assist in paying for rock rip-rap and erosion control materials as necessary, and heavy equipment operation, associated with the Windom Dam Removal Fish Passage Project, to include procurement and installation of bank stabilization rock weir materials, including rock boulders and erosion blankets; excavator time to accomplish clearing and grubbing, salvaging topsoil, slope excavation, and compacting fill material; bulldozer time to accomplish shaping the slope of the stream bank; excavator time for placement of rock over the erosion blanket, and placement of rock boulders at the toe of the slope and within the stream for in-stream rock weir structures, and, other practices and materials as approved by the Service.

VI. PROJECT PERIOD

The parties hereto have agreed that the project period of this is from the effective date of execution through December 31, 2016.

VII. REPORTING REQUIREMENTS:

- A. Federal Funding Accountability and Transparency Act (FFATA) Reports:
Recipient/prime awardee must register in the FFATA Sub-award Reporting System (FSRS) and report sub-award(s) and executive compensation data through FSRS as applicable. FSRS can be accessed at <http://www.fsrs.gov>.

Complete reporting of first-tier sub-awards as follows:

1. If the initial award is equal to or over \$25,000, reporting of sub-award and executive compensation data is required. If the initial award is below \$25,000 but subsequent modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements, as of the date the award exceeds \$25,000. Once reporting is started it continues to be subject to the reporting requirements of the FFATA and this Guidance.
2. Sub-award reporting: If applicable, the prime awardee must report information related to a sub-award by the end of the month following the month the sub-award or obligation was made.
3. Executive compensation reporting: If applicable, the prime awardee must report its own and sub-awardees' executive compensation data by the end of the month following the month the award or obligation was made.
4. For further information see <http://www.fsrs.gov>.

B. Situation Reports: Recipient shall promptly inform the Service Project Officer of all events that could significantly impact the scope or objectives of the agreement, such as (1) problems, delays, or adverse conditions that could materially impair meeting the objectives of the award; and (2) favorable developments or alternatives that could result in meeting the objectives sooner or at less cost than anticipated.

C. Performance Reports:

An annual written performance report shall be submitted to the Service Project Officer within 90 days following the end of the year of evaluation. This report shall succinctly compare actual accomplishments with the objectives established for the period, and will also cite the reason(s) for slippage if the objectives were not met. A final performance report shall be submitted to the Service Project Officer within 90 days after the expiration or termination of the Agreement.

D. Financial Status Reports:

1. Reporting: Periodic financial reports are to be submitted in writing by Recipient to the Service Project Officer (SPO), using a federal SF 425 "Federal Financial Report," within 30 days following the end of each calendar year of the agreement's period of performance. In addition to these periodic reports, Recipient shall submit a final summary SF425 financial report to the SPO within 90 days from the agreement's culmination.

2. Cash or Accrual: For each financial report, the Recipient shall stipulate whether it uses a cash or accrual basis. The Service prefers receiving cash basis reports, but will accept accrual-based reports, if that is the Recipient's regular system of accounting. Once an agreement begins, its financial reporting basis is not to be changed unless pre-approved in writing by the Service's Regional Finance Officer.

3. Recordkeeping: Recipient shall retain financial records related to this agreement in accordance with 43 CFR 12.82.

E. DUNS/CCR Regulation: Recipient shall comply with 2 CFR Part 25, which covers Data Universal Numbering System (DUNS) number requirement and registration in the Central Contractor Registration (CCR) system for recipients and sub-recipients unless excluded. **Attachment C** cites Office of Management and Budget award term for this requirement and is hereby incorporated into this agreement.

VIII. PAYMENT PROVISIONS:

A. Funding Limits: The Recipient shall not accrue expenditures to be charged to the Service, nor shall the Service be obligated to reimburse the Recipient for any expenditure in excess of the federally obligated amount of \$100,000 unless authorized to do so by a pre-approved, written modification of the existing federal funding limits.

B. Other Contributions: In-kind services and monetary contributions in the approximate total value of \$517,146.00 will be contributed by the Recipient and the Minnesota Department of Natural Resources third parties to this agreement.

- C. Future Funding: The Service may choose voluntarily to add funding to this Agreement through written modification. In any event, the Government's decision to add future funding under this Cooperative Agreement beyond FY11 will be contingent upon the availability of appropriated funds for said purpose.
- D. Expenditure of Funds: The City should expend funds as generally shown in its proposal and budget, but need not be exact in spending or reimbursement per budget category. At termination of this Agreement, or if the City is otherwise unable to complete the provisions of this Agreement, all federally-advanced monies which either prove to be cancelable obligations, or unallowable in accordance with applicable OMB Circulars, shall be refunded to the U.S. Treasury. The City shall not accrue expenditures to be charged to the Service, nor shall the Service be obligated to reimburse the City for expenditures in excess of the federally authorized amount of \$50,000.00.
- E. Indirect Cost: A recipient without an established indirect "cost rate agreement" with a Federal agency may not charge indirect costs to this agreement. If indirect charges will be invoiced to this agreement go to <http://www.aqd.nbc.gov/Services/ICS.aspx> for online guidance and tools for submitting an indirect cost rate agreement proposal to the Department of the Interior. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency within six months after the close of each fiscal year.

Recipient must provide a copy of the approved indirect cost rate to the Service Contracting Officer and the Service Project Officer noted in in Article IX "Contracting and Project Officers" of this agreement

- F. Invoicing: The City shall submit a signed and certified original of each request for payment made under this Agreement. Each invoice shall be delivered to the Service Project Officer for initialed approval, necessary for further processing. Invoicing frequency is at the City's discretion except that it may not occur more frequently than monthly. Invoices are to be accompanied by legible copies of receipts, work records, and other such supporting documentation as is available and applicable. The City is not to invoice for amounts in excess of the Service-obligated funds.
- G. Invoicing Form: Federal invoicing form SF270 "Request for Advance or Reimbursement" should be used in requesting advance or reimbursement payments. This form can be found at <http://www.whitehouse.gov/omb/grants/sf270.pdf>. It is not mandatory, however, and the SWCD may instead use its standard invoicing form, provided it includes the following information:
1. The Cooperative Agreement number, **F11AC00856**;
 2. The project period for the costs claimed;
 3. Current and cumulative expenditures by cost categories in the approved budget (when applicable) and any other supporting data such as legible copies of receipts and time sheets; and

4. A certification, signed by an authorized representative of the SWCD, that the invoice is correct and that the invoiced request for federal funds is within the authorized by the Agreement.

- K. **Payment:** Under the Debt Collection Improvement Act of 1996 (P.L.104-134), federal payments are made via direct Electronic Funds Transfer (EFT) to the City's bank account. Enrollment in the Automated Clearing House (ACH) database is a prerequisite of EFT from the Service, so no FWS payments can be issued if ACH enrollment is not completed and maintained. If not currently enrolled, the City must complete a SF 3881 "ACH Vendor/ Miscellaneous Payment Enrollment Form" (available from the Service Project Officer's office or at <http://www.gsa.gov/Portal/gsa/ep/formslibrary.do/formType=SF>). The completed SF 3881 is to be forwarded to the Service Project Officer for authorization and processing. The City must maintain enrollment in ACH until federal payments have been completed or, if the agreement is terminated, until settlement of accounts has occurred.

IX. CONTRACTING AND PROJECT OFFICERS:

- A. The Service Project Officer is responsible for monitoring the performance of work under this Cooperative Agreement. However, no understanding, agreement, modification, change order or other matter materially deviating from the terms of this Agreement shall be effective or binding upon the Government unless formalized by proper documentation executed by a sufficiently warranted Service Contracting Officer. If the City and the Service Project Officer disagree materially as to proper responsibilities under the Agreement or as to its scope, the City should promptly seek direction from the Service Contracting Officer in writing or via E-mail because acting outside the terms and conditions of this Agreement could result in partial or full rejection of invoiced amounts.

- B. Service Contracting Officer:
Cathy Vanatta
USFWS / Region 3/ ABA-CFM
5600 American Blvd. W
Suite 990
Bloomington, MN 55437-1458

Phone: # 612-713-5205
Fax: # 612-713-5151
cathy_vanatta@fws.gov

Service Contract Administrator Denise Jefferson at (612) 713-5278 and
denise_jefferson@fws.gov

- C. Service Project Officer:
Sheldon Myerchin
U.S. Fish and Wildlife Service
Minnesota Private Lands Office
434 Great Oak Drive
Waite Park, MN 56387

Phone: 320-253-4682
Fax: 320-253-0710
Sheldon_Myerchin@fws.gov

D. City of Windom
Steve Nasby, City Administrator
444 9th Street
PO Box 38
Windom, MN 56101

507-831-6129 Telephone
507-831-6127 Fax
Email snasby@windom-mn.com

- X. Property and Procurement Standards: Recipient and sub-recipients shall follow directions and standards governing the purchase, management and disposition of real property, equipment, supplies, services, and copyrights furnished or funded by the Federal Government, in accordance with 43 CFR § 12.71 – 12.73 and 12.76.

XI. **SPECIAL PROVISIONS:**

- A. Tort Liability of the Parties: Each party hereto agrees that, to the extent allowed under law, it will be responsible only for its own acts or omissions and the results thereof, whether based in negligence, recklessness or willfulness, and neither party shall be responsible for the negligent, reckless or willful acts or omissions of the other party and the results thereof. Each party will therefore assume all risks and liability to itself, its agents and employees, for any injury to persons or property resulting from actions or operations of itself, its agents or employees and for any loss, cost, damage or expense resulting at any time from any and all causes due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own employees or agents to this Agreement. Where both parties are found to share liability, the degree of each party's liability shall be limited to its degree of culpability. The torts liability of the Federal Government will be determined under the Federal Tort Claims Act (28 U.S.C. 2761 et seq.) while the liability of the Recipient will be determined by applicable federal and state laws.
- B. Seat Belt Use: Recipients of federal assistance are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees operating company-owned, rented, and personally-owned vehicles. These measures may include conducting education and awareness programs for employees about the importance of wearing seat belts and the consequences of not wearing them.
- C. Metric System Use: All progress and final reports, other reports, or publications produced under this award shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the Recipient may use non-metric measurements to the extent that the Recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the Recipient, such as when foreign competitors are producing competing products in non-metric units

XII. **GENERAL PROVISIONS:**

- A. Acceptance of a Federal Financial Assistance award from the Service carries with it the responsibility to be of and comply with the terms and conditions of applicable

laws and regulations. See **Attachment A**, which is hereby incorporated into this agreement by this reference. As a Bureau of the Department of the Interior (DOI), their standard terms and conditions are applicable to this agreement and are available at <http://www.doi.gov/pam/TermsandConditions.html>.

- B. DOI has established policy on the integrity of scientific and scholarly activities to include ethical standards, codes of conduct, and a process for the initial handling of alleged violations. This policy is contained in the DOI Departmental Manual Part 305, Chapter 3: Integrity of Scientific and Scholarly Activities, found at http://elips.doi.gov/app_dm/act_getfiles.cfm?relnum=3889. Recipient is responsible for abiding by the principles contained in this policy regarding the integrity of the Department's scientific and scholarly activities, as specified in the agreement.
- C. Recipient's executed SF 424D is a prerequisite to award of this federal assistance and thus is incorporated by reference into this agreement as **Attachment B**. Sub-recipients must complete and abide by this form of assurance, but their certification document will be maintained by the Recipient.
Application of the Davis Bacon Act is dependent on the circumstances of construction work to be completed in the agreement; therefore the Davis-Bacon Act does apply to this agreement.

XIII. MODIFICATIONS:

Either party may propose changes of scope or objectives of this Agreement at any time during its scheduled period of performance. Such a modification will become effective only when mutually memorialized and executed in writing by authorized representatives of the parties hereto. A proposed increase or decrease in federal funding or a request for an extension of the period of availability of funds or a change of key persons in research projects are three examples of changes requiring formal modification.

XIV. TERMINATION:

If the City fails to comply with the material terms and conditions of this agreement, the Service may exercise any of the remedies listed under 43 CFR 12.83, including the right to unilaterally terminate this award of federal assistance in whole or in part. The Service may also terminate this agreement in whole or in part with consent of the City.

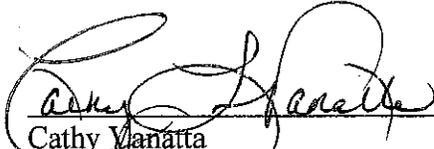
The City may terminate this agreement in whole or in part at any time by providing the Service with written notification of the reasons for taking this action, listing the effective date and, in the case of partial termination, the portion to be terminated. In the event of partial termination, the Service may unilaterally determine that the award purposes will not be met, in which case the Service may terminate the agreement in whole.

In any event, upon notice of early termination, neither party shall incur any new obligations or unnecessary expenditures under this agreement and shall mitigate existing obligations to the greatest extent reasonably possible. The parties hereby agree that they will make good faith efforts to agree to termination conditions, including the effective date and, where termination is partial, the portion to be terminated.

XV. DOCUMENT EXECUTION:

In witness whereof, the following authorized representatives of the parties hereto have memorialized and executed Cooperative Agreement No. **F11AC00856**:

For the
U.S. FISH AND WILDLIFE SERVICE:



Cathy Yanatta
Contracting Officer

For the
CITY OF WINDOM, MINNESOTA

Kirby Kruse
Mayor

SEP 06 2011

Date

Date

Application for Federal Assistance SF-424

Version 02

*1. Type of Submission		*2. Type of Application	*If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication		<input checked="" type="checkbox"/> New	
<input checked="" type="checkbox"/> Application		<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application		<input type="checkbox"/> Revision	

*3. Date Received:	4. Application Identifier:
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5a. Federal Entity Identifier: U.S. Fish and Wildlife Service	*5b. Federal Award Identifier:
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State Use Only:

6. Date Received by State:	7. State Application Identifier:
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8. APPLICANT INFORMATION:

* a. Legal Name: City of Windom, Minnesota

* b. Employer/Taxpayer Identification Number (EIN/TIN): 41-600-5647	*c. Organizational DUNS: 071512073
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d. Address:

*Street1: 444 9th Street
 Street 2: P.O. Box 38
 *City: Windom
 County: Cottonwood
 *State: Minnesota
 Province:
 Country: USA *Zip/ Postal Code: 56101

e. Organizational Unit:

Department Name: City of Windom	Division Name:
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f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. First Name: Steven
 Middle Name: Paul
 *Last Name: Nasby
 Suffix:

Title: City Administrator

Organizational Affiliation:
 City of Windom, MN owns the subject dam on the West Fork of the Des Moines River.

*Telephone Number: 507.831.6129 Fax Number: 507.831.6127

*Email: snasby@windom-mn.com

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type: C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

*Other (specify):

*10. Name of Federal Agency:

United States Fish and wildlife Service

11. Catalog of Federal Domestic Assistance Number:

15.608

CFDA Title:

Fish and Wildlife Management Assistance (via Partners for Fish and Wildlife program)

*12. Funding Opportunity Number:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Windom, Cottonwood County, Minnesota

*15. Descriptive Title of Applicant's Project:

Dam Removal : elevation removal of fixed concrete drop structure across the West Fork of the Des Moines River, bank shaping\stabilization, rock veins and j-hooks.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of: Minnesota

*a. Applicant 1st

*b. Program/Project: 1st

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project: Dam Removal/fish passage

*a. Start Date: 09-6-2011

*b. End Date: 12-31-2012

18. Estimated Funding (\$):

*a. Federal	\$100,000.00
*b. Applicant	\$217,146.00
*c. State	\$300,000.00
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	\$617,146.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes
- No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

**I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Kirby

Middle Name:

*Last Name: Kruse

Suffix:

*Title: Mayor

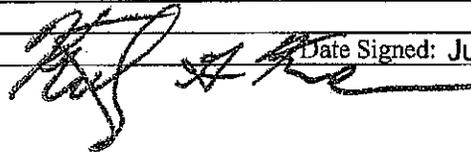
*Telephone Number: 507.221-0038

Fax Number: 507.831.6127

*Email: windommayor@windomnet.com

*Signature of Authorized Representative:

Date Signed: July 12, 2011



Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

Attachment1 -- Budget for Cooperative Agreement between USFWS/MNPLO and the City of Windom, Minnesota for the City of Windom Dam Removal Fish Passage Project

Date: November 18, 2010

	\$ Labor	\$ Equipment	\$ Materials	\$ Funds	Totals
City of Windom				\$217,146	\$217,146
MN DNR Dam Safety Program				\$190,000	\$190,000
MN DNR Ecological Services				\$110,00	\$110,00
U.S. Fish and Wildlife Service				\$100,000	\$100,000
TOTALS				\$617,146	\$617,146

Total USFWS Cost: \$100,000.00

Total Cooperator Cost: \$217,146.00

Total Project Cost: \$617,146.00

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$.00	\$.00	\$
2. Land, structures, rights-of-way, appraisals, etc.	\$	\$	\$
3. Relocation expenses and payments	\$	\$	\$
4. Architectural and engineering fees	\$ 21,500	\$	\$ 21,500
5. Other architectural and engineering fees	\$ 28,000	\$	\$ 28,000
6. Project inspection fees	\$ 20,000	\$	\$ 20,000
7. Site work	\$	\$	\$ 0
8. Demolition and removal	\$ 50,000	\$	\$ 50,000
9. Construction	\$ 447,860	\$	\$ 447,860
10. Equipment	\$	\$	\$
11. Miscellaneous	\$.00	\$.00	\$.00
12. SUBTOTAL (sum of lines 1-11)	\$ 567,360	\$.00	\$.00
13. Contingencies	\$ 49,786	\$	\$ 49,786
14. SUBTOTAL	\$ 617,146	\$	\$ 617,146
15. Project (program) income	\$	\$	\$ 0
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 617,146	\$	\$ 617,146
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X _____ %		\$ 0

GENERAL PROVISIONS FOR FINANCIAL ASSISTANCE

The Following Office of Management and Budget (OMB) "A" Circulars and Codes of Federal Regulation (CFR) apply to classes of Recipients as indicated below:

Table 1 on page two is a quick reference guide to see which CFR's apply, by type of Recipient.

OMB: Circular A-133: Audits of States, Local Governments and Non-Profit Organizations

CFR's:

Title 2--Grants and Agreements

Part 175: Trafficking Victims Protection Act of 2000. (All recipients)

Part 220: Cost Principles for Education Institutions. (OMB Circular A-21)

Part 215: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations. (OMB Circular A-110)

Part 225: Cost Principles for State, Local, and Indian Tribal Governments. (OMB Circular A-87)

Part 230: Cost Principles for Non-Profit Organizations. (OMB Circular A-122)

Part 1400: Governmentwide Debarment and Suspension. (Nonprocurement), (All recipients)

Title 43--Public Lands: Interior

Part 12: Administrative and Audit Requirements and Cost Principles for Assistance Programs

- i. Subpart A - Administrative and Audit Requirements and Cost Principles for Assistance Programs. (All recipients)
- ii. Subpart C - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and (Federally-Recognized Indian Tribes).
- iii. Subpart E - Buy American Requirements for Assistance Programs. (All recipients)
- iv. Subpart F - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

Part 18: New Restrictions on Lobbying. (All recipients)

Part 43: Governmentwide Requirements for a Drug-Free Workplace. (All recipients)

Title 45--Public Welfare

Part 74 Appendix E (R & D): Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals.

Title 48--Federal Acquisition Regulations System

Part 1: Federal Acquisition Regulation (FAR).

Subpart 31: Contracts with Commercial Organizations.

Table 1

Requirement	Governments, including Tribes	Other Non- profits...	Colleges...	Hospitals...	For-Profit Businesses and Individuals...
Admin Requirements	43 CFR 12 (A,C)	43 CFR 12 (A,F)	43 CFR 12 (A,F)	43 CFR 12 (A,F)	48 CFR 1
Cost Principles	2 CFR 225	2 CFR 230	2 CFR 220	45 CFR 74 Appendix E (R & D)	48 CFR 31
Audit	A-133	A-133	A-133	A-133	See Agency Implementation of 2 CFR 215, i.e. 43 CFR 12 (F)
Miscellaneous	2 CFR Part 175 2 CFR Part 1400 43 CFR 12 (E) 43 CFR Part 18 43 CFR Part 43	2 CFR Part 175 2 CFR Part 1400 43 CFR 12 (E) 43 CFR Part 18 43 CFR Part 43	2 CFR Part 175 2 CFR Part 1400 43 CFR 12 (E) 43 CFR Part 18 43 CFR Part 43	2 CFR Part 175 2 CFR Part 1400 43 CFR 12 (E) 43 CFR Part 18 43 CFR Part 43	2 CFR Part 175 2 CFR Part 1400 43 CFR 12 (E) 43 CFR Part 18 43 CFR Part 43

For information on OMB Circulars: <http://www.whitehouse.gov/omb/circulars/index.html>

For information on the CFR: <http://www.gpoaccess.gov/cfr/index.html>

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No.4040-0009
Expiration Date 07/30/2010

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1986, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>R. S. Ko</i>	* TITLE <i>Manager</i>
* APPLICANT ORGANIZATION [REDACTED]	* DATE SUBMITTED <i>7-12-11</i>

SF-424D (Rev. 7-97) Back

Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. 11.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

Financial Status Reports

Annually: The annual reporting period is dependent on the award's performance start date. We must receive annual interim financial reports no later than 90 calendar days after the annual interim report end date. Table D-1 shows the schedule:

Table D-1: Schedule for Annual Interim Financial Reports		
Award Performance Start Date	Annual Interim Report End Date	Annual Interim Report Due Date (90 Days after report end date)
January 1	December 31	March 31
January 2 – March 31	March 31	June 29
April 1	March 31	June 29
April 2 – June 30	June 30	September 28
July 1	June 30	September 28
July 2 – September 30	September 30	December 29
October 1	September 30	December 29
October 2 – December 31	December 31	March 31

Semiannually: The Semiannual interim reporting period always ends December 31, March 31, June 30 or September 30. We must receive semiannual interim financial and performance reports no later than 30 calendar days after the last day of each semiannual interim reporting period. Table D-2 shows the schedule:

Table D-2: Schedule for Semiannual Interim Financial Reports		
Award Performance Start Date	Semiannual Interim Report End Date	Semiannual Interim Report Due Date (30 Days after report end date)
January 1	June 30	July 30
January 2 – March 31	September 30	October 30
April 1	September 30	October 30

Table D-2: Schedule for Semiannual Interim Financial Reports

Award Performance Start Date	Semiannual Interim Report End Date	Semiannual Interim Report Due Date (30 Days after report end date)
April 2 – June 30	December 31	January 30
July 1	December 31	January 30
July 2 – September 30	March 31	April 30
October 1	March 31	April 30
October 2 – December 31	June 30	July 30

Quarterly: The quarterly interim reporting period always ends December 31, March 31, June 30 or September 30. We must receive quarterly interim reports no later than 30 calendar days after the last day of each quarterly interim reporting period. Table D-3 shows the schedule:

Table D-3: Schedule for Quarterly Interim Financial Reports

Award Performance Start Date	Quarterly Interim Report End Date	Quarterly Interim Report Due Date (30 Days after report end date)
January 1	March 31	April 30
January 2 – March 31	June 30	July 30
April 1	June 30	July 30
April 2 – June 30	September 30	October 30
July 1	September 30	October 30
July 2 – September 30	December 31	January 30
October 1	December 31	January 30
October 2 – December 31	March 31	April 30



Memo

To: Mayor and Council Members

From: Airport Commission

Date: 9/16/2011

Re: Hangar Door Repair and Leak Detection Monitoring Equipment

The Airport Commission met on September 15, 2011, and discussed the quotes that were received for the hangar door repairs on the old hangar. The Commission agreed to make the recommendation to the City Council to provide funding for the 50% match requirement for the needed repairs. The cost to repair the doors is estimated to be approximately \$29,000. The Commission would like to begin the repair work to the doors this fall.

The Airport Commission also agreed to include in the recommendation the request for funding for leak detection equipment for the aviation fuel tank. The cost for the equipment is \$3,500.

Fifty percent of the funding for both projects would be available through a Minnesota Department of Transportation 50/50 grant program. The City would need to provide approximately \$16,250 in matching funds for both projects.

Requested Action: Approve the Airport Commission's recommendations to provide funding for the two airport projects and allow the Commission to begin work on the projects in 2011.

MEMORANDUM



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

TO: City Council
FROM: City Administrator *Joan*
DATE: September 16, 2011
RE: Beer & Wine License – Request for Ordinance Amendment

At the September 6, 2011 meeting a request was made by the River City Eatery for an amendment to the City's ordinance regarding beer and wine licenses. The request was to amend the current ordinance to allow for strong beer (in excess of 3.2% alcohol) to be sold under the City's Beer and Wine licenses.

Currently there are three Beer and Wine licensees in Windom, which include the River City Eatery, China Restaurant and Happy Chef. These license holders are able to sell 3.2 beer and wine according to the City's ordinance. In addition, the City has four liquor license holders (the maximum allowed by City Code) that are able to serve all types of liquor on-sale. These establishments include the Eagle's Club, Windom Country Club, Sun Bowl and Phat Pheasant/Jack Slade's Steakhouse.

State Law

Minnesota Statute 340A.404 (5) (b) allows municipalities to approve the sale of "intoxicating malt liquors" at on-sale locations without an additional license. However, this approval is predicated on the fact that such a license will be held by a licensee "whose gross receipts are at least 60 percent attributable to the sale of food". The State law and definitions are attached for your information.

City Code

Chapter 5 of the Windom City Code specifies that "beer" is defined as malt liquor containing not less than one-half of one percent alcohol by volume and not more than 3.2 percent alcohol by volume. The applicable portions of the Windom Code are attached for your information.

Issues to Consider

1. Number of establishments serving liquor within the community (beer & wine and liquor licenses).
2. License renewal process regarding verification of food sales if intoxicating malt liquor is sold.
3. Keep current Beer & Wine license (3.2 limit) and/or add new Beer & Wine license (over 3.2)?
4. Fee adjustment if two different types of Beer & Wine licenses?

2010 Minnesota Statutes

340A.101 DEFINITIONS.

Subdivision 1. **Terms.** For purposes of this chapter the following terms have the meanings given them.

Subd. 2. **Alcoholic beverage.** "Alcoholic beverage" is any beverage containing more than one-half of one percent alcohol by volume.

Subd. 3. **Affiliate or subsidiary company.** "Affiliate or subsidiary company" is a company in which a manufacturer or its stockholders own a majority of the stock.

Subd. 4. **Brewer.** "Brewer" is a person who manufactures malt liquor for sale.

Subd. 5. **City.** "City" is a home rule charter or statutory city unless otherwise specified.

Subd. 6. **Commissioner.** "Commissioner" is the commissioner of public safety except as otherwise provided.

Subd. 7. **Club.** "Club" is an incorporated organization organized under the laws of the state for civic, fraternal, social, or business purposes, for intellectual improvement, or for the promotion of sports, or a congressionally chartered veterans' organization, which:

(1) has more than 30 members;

(2) has owned or rented a building or space in a building for more than one year that is suitable and adequate for the accommodation of its members;

(3) is directed by a board of directors, executive committee, or other similar body chosen by the members at a meeting held for that purpose. No member, officer, agent, or employee shall receive any profit from the distribution or sale of beverages to the members of the club, or their guests, beyond a reasonable salary or wages fixed and voted each year by the governing body.

Subd. 8. **Department.** "Department" is the Department of Public Safety except as otherwise provided.

Subd. 9. **Distilled spirits.** "Distilled spirits" is ethyl alcohol, hydrated oxide of ethyl, spirits of wine, whiskey, rum, brandy, gin, and other distilled spirits, including all dilutions and mixtures thereof, for nonindustrial use.

Subd. 10. **Exclusive liquor store.** "Exclusive liquor store" is an establishment used exclusively for the sale of those items authorized in section 340A.412, subdivision 14.

Subd. 10a. **Fortified wine.** "Fortified wine" is wine to which brandy, or neutral grape spirits, has been added during or after fermentation resulting in a beverage containing not less than one-half of one percent nor more than 24 percent alcohol by volume for nonindustrial use.

Subd. 11. **Farm winery.** "Farm winery" is a winery operated by the owner of a Minnesota farm and producing table, sparkling, or fortified wines from grapes, grape juice, other fruit bases, or honey with a majority of the ingredients grown or produced in Minnesota.

Subd. 12. **General food store.** "General food store" is a business primarily engaged in selling food and grocery supplies to the public for off-premise consumption.

Subd. 12a. **Home brewing equipment.** "Home brewing equipment" means portable equipment designed for use in home manufacturing of malt liquor in quantities of ten gallons or less and supplies and ingredients for home manufacture of malt liquor.

Subd. 13. **Hotel.** "Hotel" is an establishment where food and lodging are regularly furnished to transients and which has:

(1) a dining room serving the general public at tables and having facilities for seating at least 30 guests at one time; and

(2) guest rooms in the following minimum numbers: in first class cities, 50; in second class cities, 25; in all other cities and unincorporated areas, 10.

Subd. 14. **Intoxicating liquor.** "Intoxicating liquor" is ethyl alcohol, distilled, fermented, spirituous, vinous, and malt beverages containing more than 3.2 percent of alcohol by weight.

Subd. 15. **Licensed premises.** "Licensed premises" is the premises described in the approved license application, subject to the provisions of section 340A.410, subdivision 7. In the case of a restaurant, club, or exclusive liquor store licensed for on-sales of alcoholic beverages and located on a golf course, "licensed premises" means the entire golf course except for areas where motor vehicles are regularly parked or operated.

Subd. 15a. **Low-alcohol malt liquor.** "Low-alcohol malt liquor" is a fermented malt beverage containing two percent or less of alcohol by weight. Notwithstanding any law or rule to the contrary, if either; (a) the term "low alcohol" appears on the label of the beverage container; or (b) a brewer has provided written certification to the Department of Public Safety establishing an alcoholic content of two percent or less by weight; no further label shall be required on that container.

Subd. 15b. **Liqueur-filled candy.** "Liqueur-filled candy" is any confectionery containing more than one-half of one percent alcohol by volume in liquid form that is intended for or capable of beverage use.

Subd. 16. **Malt liquor.** "Malt liquor" is any beer, ale, or other beverage made from malt by fermentation and containing not less than one-half of one percent alcohol by volume.

Subd. 17. **Manufacturer.** "Manufacturer" is a person who, by a process of manufacture, fermenting, brewing, distilling, refining, rectifying, blending, or by the combination of different materials, prepares or produces intoxicating liquor for sale.

Subd. 18. **Municipality.** "Municipality" is a city, county or, for purposes of licensing under section 340A.404, subdivision 7, the Metropolitan Airports Commission.

Subd. 19. **3.2 percent malt liquor.** "3.2 percent malt liquor" is malt liquor containing not less than one-half of one percent alcohol by volume nor more than 3.2 percent alcohol by weight.

Subd. 20. **Off-sale.** "Off-sale" is the sale of alcoholic beverages in original packages for consumption off the licensed premises only.

Subd. 21. **On-sale.** "On-sale" is the sale of alcoholic beverages for consumption on the licensed premises only.

Subd. 22. **Package.** "Package" is a sealed or corked container of alcoholic beverages.

Subd. 23. **Person.** "Person" has the meaning given it in section 645.44, subdivision 7.

Subd. 24. **Population.** "Population" is determined by the most recent federal decennial census or a special census taken under law.

Subd. 24a. **Public facility.** "Public facility" is a park, community center, or other accommodation or facility owned or managed by or on behalf of a subdivision of the state, including any county, city, town, township, or independent district of the state.

Subd. 25. **Restaurant.** "Restaurant" is an establishment, other than a hotel, under the control of a single proprietor or manager, where meals are regularly prepared on the premises and served at tables to the general public, and having a minimum seating capacity for guests as prescribed by the appropriate license issuing authority.

Subd. 26. **Retail.** "Retail" is sale for consumption.

Subd. 27. **Table or sparkling wine.** "Table or sparkling wine" is a beverage made without rectification or fortification and containing not more than 25 percent of alcohol by volume and made by the fermentation of grapes, grape juice, other fruits, or honey.

Subd. 27a. **Theater.** "Theater" means a building containing an auditorium in which live dramatic, musical, dance, or literary performances are regularly presented to holders of tickets for those performances.

Subd. 28. **Wholesaler.** "Wholesaler" is a person who sells alcoholic beverages to persons to whom sale is permitted under section 340A.310, from a stock maintained in a warehouse in the state.

Subd. 29. **Wine.** "Wine" is the product made from the normal alcoholic fermentation of grapes, including still wine, sparkling and carbonated wine, wine made from condensed grape must, wine made from other agricultural products than sound, ripe grapes, imitation wine, compounds sold as wine, vermouth, cider, perry and sake, in each instance containing not less than one-half of one percent nor more than 24 percent alcohol by volume for nonindustrial use. Wine does not include distilled spirits as defined in subdivision 9.

Subd. 30.[Renumbered subd 10a]

History: 1985 c 117 s 3; 1985 c 305 art 3 s 1; 1Sp1985 c 16 art 2 s 3 *subd 1*; 1987 c 152 art 1 s 1; 1987 c 381 s 2; 1988 c 443 s 1; 1990 c 554 s 2,3; 1991 c 249 s 31; 1992 c 486 s 5,6; 1993 c 350 s 4-6; 1994 c 611 s 6; 1995 c 198 s 1-3; 2000 c 440 s 2; 2003 c 126 s 1; 2006 c 210 s 1,2; 2009 c 120 s 1

CHAPTER 5

ALCOHOLIC BEVERAGES LICENSING AND REGULATION

SECTION 5.01. DEFINITIONS. As used in this Chapter, unless otherwise stated in specific sections, the following words and terms shall have the meanings stated:

1. "Alcoholic Beverage" - Any beverage containing more than one-half of one percent alcohol by volume, including, but not limited to, beer, wine, and liquor as defined in this Section.
2. "Applicant" - Any person making an application for a license under this Chapter.
3. "Application" - A form with blanks or spaces thereon, to be filled in and completed by the applicant as his request for a license, furnished by the City and uniformly required as a prerequisite to the consideration of the issuance of a license for a business.
4. "Beer" - Malt liquor containing not less than one-half of one percent alcohol by volume nor more than 3.2 percent alcohol by weight. (This definition includes so-called "malt coolers" with the alcoholic content limits stated herein.)
5. "Brewer" - A person who manufactures beer for sale.
6. "Club" - An incorporated organization organized under the laws of the State for civic, fraternal, social, or business purposes, for intellectual improvement, or for the promotion of sports, or a congressionally chartered veterans' organization, which:
(1) has more than fifty members; (2) has owned or rented a building or space in a building for more than one year that is suitable and adequate for the accommodation of its members; (3) is directed by a board of directors, executive committee, or other similar body chosen by the members at a meeting held for that purpose. No member, officer, agent, or employee shall receive any profit from the distribution or sale of beverages to the members of the club, or their guests, beyond a reasonable salary or wages fixed and voted each year by the governing body.
7. "Commissioner" - The Minnesota Commissioner of Public Safety.
Source: Ordinance No. 41, 2nd Series
Effective Date: 4-10-86
8. "Hotel" - An establishment where food and lodging are regularly furnished to transients and which has: (1) a resident proprietor or manager; (2) a dining room serving the general public at tables and having facilities for seating at least twenty-five guests at one time; and (3) at least ten guest rooms.
Source: Ordinance No. 90, 2nd Series
Effective Date: 5-11-95

Subd. 5. Wine licenses. (a) A municipality may issue an on-sale wine license with the approval of the commissioner to a restaurant having facilities for seating at least 25 guests at one time. A wine license permits the sale of wine of up to 14 percent alcohol by volume for consumption with the sale of food. A wine license authorizes the sale of wine on all days of the week unless the issuing authority restricts the license's authorization to the sale of wine on all days except Sundays.

(b) The governing body of a municipality may by ordinance authorize a holder of an on-sale wine license issued pursuant to paragraph (a) who is also licensed to sell 3.2 percent malt liquors at on-sale pursuant to section 340A.411, and whose gross receipts are at least 60 percent attributable to the sale of food, to sell intoxicating malt liquors at on-sale without an additional license.

(c) A municipality may issue an on-sale wine license with the approval of the commissioner to a licensed bed and breakfast facility. A license under this paragraph authorizes a bed and breakfast facility to furnish wine only to registered guests of the facility and, if the facility contains a licensed commercial kitchen, also to guests attending private events at the facility.

(d) The State Agricultural Society may issue an on-sale wine license to the holder of a state fair concession contract pursuant to section 37.21, subdivision 2.

9. "License" - A document, issued by the City, to an applicant permitting him to carry on and transact the business stated therein.

10. "Licensee" - An applicant who, pursuant to his approved application, holds a valid, current, unexpired license, which has neither been revoked nor is then under suspension, from the City for carrying on the business stated therein.

11. "License Fee" - The money paid to the City pursuant to an application and prior to issuance of a license to transact and carry on the business stated therein.

12. "Licensed Premises" - The premises described in the issued license.

13. "Liquor" - Ethyl alcohol and distilled, fermented, spirituous, vinous and malt beverages containing in excess of 3.2 percent of alcohol by weight. (This definition includes so-called "wine coolers" and "malt coolers" with the alcoholic content limits stated herein.)

14. "Malt Liquor" - Any beer, ale, or other beverage made from malt by fermentation and containing not less than one-half of one percent alcohol by volume.

15. "Manufacturer" - Every person who, by any process of manufacture, fermenting, brewing, distilling, refining, rectifying, blending, or by the combination of different materials, prepares or produces alcoholic beverages for sale.

Source: Ordinance No. 41, 2nd Series
Effective Date: 4-10-86

16. "Minor" - Any natural person who has not attained the age of 21 years.

Source: Ordinance No. 90, 2nd Series
Effective Date: 5-11-95

17. "Off-Sale" - The sale of alcoholic beverages in original packages for consumption off the licensed premises only.

18. "On-Sale" - The sale of alcoholic beverages for consumption on the licensed premises only.

19. "Package" and "Original Package" - Any container or receptacle holding alcoholic beverages, which container or receptacle is corked, capped or sealed by a manufacturer or wholesaler.

Source: Ordinance No. 41, 2nd Series
Effective Date: 4-10-86

SEC. 5.30. BEER LICENSE REQUIRED. It is unlawful for any person, directly or indirectly, on any pretense or by any device, to sell, barter, keep for sale, or otherwise dispose of beer, as part of a commercial transaction, without a license therefor from the City. This Section shall not apply to sales by manufacturers to wholesalers or to sales by wholesalers to persons holding beer licenses from the City. Annual on-sale beer licenses may be issued only to restaurants, hotels, clubs and bowling centers. Any person licensed to sell liquor at on-sale shall not be required to obtain an on-sale license, and may sell beer on-sale without an additional license.

Source: Ordinance No. 68, 2nd Series
Effective Date: 7-25-91

SEC. 5.31. (Repealed by Ordinance No. 90, 2nd Series, adopted 5-10-95.)

SEC. 5.32. HOURS AND DAYS OF BEER SALES. No sale of beer shall be made between the hours of 1:00 o'clock A.M. and 8:00 o'clock A.M. on any weekday, Monday through Saturday, inclusive. Neither shall any beer sale be made on any Sunday between the hours of 1:00 o'clock A.M. and 12:00 o'clock noon.

Source: Ordinance No. 41, 2nd Series
Effective Date: 4-10-86

SEC. 5.33. TEMPORARY BEER LICENSE.

Subd. 1. Applicant. A club or charitable, religious, or non-profit organization shall qualify for a temporary on-sale beer license.

Source: Ordinance No. 45, 2nd Series
Effective Date: 5-14-87

Subd. 2. Conditions.

A. An application for a temporary license shall state the exact dates and place of proposed temporary sale.

B. The Council may, but at no time shall it be under any obligation whatsoever to, grant a temporary beer license on premises owned or controlled by the City. Any such license may be conditioned, qualified or restricted as the Council sees fit. If the premises to be licensed are owned or under the control of the City, the applicant shall file with the City, prior to issuance of the license, a certificate that there is in effect an insurance policy or pool providing minimum coverages of (1) \$50,000.00 because of bodily injury to any one person, in the amount of \$100,000.00 because of bodily injury to two or more persons in any one occurrence, and in the amount of \$10,000.00 because of injury to or destruction of property of others in any one occurrence, and (2) \$50,000.00 for loss

of means of support of any one person in any one occurrence, and, subject to the limit for one person, \$100,000.00 for loss of means of support of two or more persons in any one occurrence.

c. The applicant shall comply with all other restrictions, limitations and regulations for the sale of beer under the City Code and Statutes.

Source: Ordinance No. 105, 2nd Series
Effective Date: 7-29-98

(Sections 5.34 through 5.49, inclusive, reserved for future expansion.)

SEC. 5.60. ON-SALE WINE LICENSE REQUIRED. It is unlawful for any person, directly or indirectly, on any pretense or by any device, to sell, barter, keep for sale, or otherwise dispose of wine on-sale, as part of a commercial transaction, without a license therefor from the City. This Section shall not apply (1) to sales by manufacturers to wholesalers duly licensed as such by the Commissioner, (2) to sales by wholesalers to persons holding on-sale or off-sale liquor licenses from the City, (3) to sales by wholesalers to persons holding on-sale wine licenses from the City, or ~~(4) to sales by on-sale liquor licensees on days and during hours when on-sale liquor sales are permitted.~~

Source: Ordinance No. 90, 2nd Series
Effective Date: 5-11-95

SEC. 5.61. (Repealed by Ordinance No. 90, 2nd Series, adopted 5-11-95.)

SEC. 5.62. HOURS AND DAYS OF SALES BY ON-SALE WINE LICENSEES.
No on-sale of wine shall be made between 1:00 o'clock A.M. and 12:00 o'clock noon on Sunday, nor between 1:00 o'clock A.M. and 8:00 o'clock A.M. Monday through Saturday, nor between the hours of 8:00 o'clock P.M. on December 24 and 8:00 o'clock A.M. on December 25.

Source: Ordinance No. 105, 2nd Series
Effective Date: 7-29-98

(Sections 5.63 through 5.69, inclusive, reserved for future expansion.)

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	LEAGUE OF MN. CITIES	DUES	4,207.00
MAYOR & COUNCIL	MN MAYORS ASSOCIATIO	DUES	20.00
		Total for Department 101	4,227.00*
CITY OFFICE	MII LIFE	VEBA	198.40
		Total for Department 103	198.40*
P & Z / BUILDING OFF	MII LIFE	VEBA	148.80
		Total for Department 106	148.80*
CITY HALL	SANDRA HERDER	CLEANING	391.55
CITY HALL	MELISSA PENAS	CLEANING	401.10
		Total for Department 115	792.65*
POLICE	MII LIFE	VEBA	1,398.96
		Total for Department 120	1,398.96*
FIRE DEPARTMENT	876 VERONA AVE	EXSPENSE	55.00
		Total for Department 125	55.00*
STREET	MII LIFE	VEBA	841.92
STREET	POWERPLAN	MAINTENANCE	1,128.55
STREET	TRI-STATE RENTAL CEN	MAINTENANCE	21.09
		Total for Department 140	1,991.56*
HEALTH & SANITATION	NEAL GRUNEWALD	COMPOST SITE MANAGER	128.00
		Total for Department 145	128.00*
PARKS	MII LIFE	VEBA	99.20
		Total for Department 165	99.20*
		Total for Fund 01	9,039.57*
	SEH	18TH AVE STORM WATER PRO	12,441.01
		Total for Department	12,441.01*
		Total for Fund 02	12,441.01*
LIBRARY	SANDRA HERDER	CLEANING	401.10
LIBRARY	MELISSA PENAS	CLEANING	391.55
		Total for Department 171	792.65*
		Total for Fund 03	792.65*
AIRPORT	RED ROCK RURAL WATER	WATER	25.95
AIRPORT	SO. CENTRAL ELECTRIC	POWER COST	297.91
		Total for Department 174	323.86*
		Total for Fund 11	323.86*
AMBULANCE	BERGEN MEATS	AMBULANCE APPRECIATION P	212.20

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
		Total for Department 176	212.20*
		Total for Fund 13	212.20*
MULTI-PURPOSE BUILDI	MII LIFE	VEBA	284.88
		Total for Department 177	284.88*
		Total for Fund 14	284.88*
N IND PARK	SO. CENTRAL ELECTRIC POWER COST		32.18
		Total for Department 147	32.18*
		Total for Fund 18	32.18*
LIQUOR	A H HERMEL CANDY & T MERCHANDISE		426.22
LIQUOR	MII LIFE	VEBA	371.36
		Total for Department 180	797.58*
		Total for Fund 60	797.58*
WATER	MII LIFE	VEBA	560.22
		Total for Department 181	560.22*
		Total for Fund 61	560.22*
	ELECTRIC FUND	REF-UT PREPAY-N BANDOMO	298.00
	NICOLAS BANDOMO	REFUND-UT PREPAY-N BANDO	2.00
		Total for Department	300.00*
ELECTRIC	MII LIFE	VEBA	950.66
		Total for Department 182	950.66*
		Total for Fund 62	1,250.66*
SEWER	MII LIFE	VEBA	659.42
		Total for Department 183	659.42*
		Total for Fund 63	659.42*
ARENA	MII LIFE	VEBA	371.36
		Total for Department 184	371.36*
		Total for Fund 64	371.36*
ECONOMIC DEVELOPMENT	MII LIFE	VEBA	235.28
		Total for Department 187	235.28*
		Total for Fund 67	235.28*
	MN 9-1-1 PROGRAM	911 SERVICE	1,084.27

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
		Total for Department	1,084.27*
TELECOMMUNICATIONS	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	2,564.38
TELECOMMUNICATIONS	MII LIFE	VEBA	665.78
		Total for Department 199	3,230.16*
		Total for Fund 69	4,314.43*
		Grand Total	31,315.30*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY OFFICE	LEAGUE OF MN. CITIES	REGISTRATION	40.00
		Total for Department 103	40.00*
P & Z / BUILDING OFF	Verizon Wireless	TELEPHONE	34.04
P & Z / BUILDING OFF	VET'S WHOA N'GO	GAS	100.81
		Total for Department 106	134.85*
CITY HALL	ELECTRIC FUND	MAINTENANCE	2.94
		Total for Department 115	2.94*
POLICE	VET'S WHOA N'GO	GAS	205.02
POLICE	VOYAGER FLEET SERVIC	GAS	291.70
		Total for Department 120	496.72*
FIRE DEPARTMENT	Verizon Wireless	TELEPHONE	34.04
FIRE DEPARTMENT	VOYAGER FLEET SERVIC	GAS	3.87
FIRE DEPARTMENT	FEDERAL LICENSING, I	LICENSE FEE	110.00
		Total for Department 125	147.91*
STREET	ERICKSON OIL CO	GAS	765.73
STREET	Verizon Wireless	TELEPHONE	42.49
STREET	VET'S WHOA N'GO	GAS	251.66
STREET	VOYAGER FLEET SERVIC	GAS	188.97
		Total for Department 140	1,248.85*
PARKS	ELECTRIC FUND	MAINTENANCE	20.18
PARKS	ERICKSON OIL CO	GAS	195.59
PARKS	VET'S WHOA N'GO	GAS	83.25
PARKS	VOYAGER FLEET SERVIC	GAS	93.37
		Total for Department 165	392.39*
		Total for Fund 01	2,463.66*
AMBULANCE	LONDA FOSHEIM	EXPENSE	11.47
AMBULANCE	TIM HACKER	EXPENSE	33.28
AMBULANCE	ROBIN SHAW	EXPENSE	8.54
AMBULANCE	VET'S WHOA N'GO	GAS	2,055.50
		Total for Department 176	2,108.79*
		Total for Fund 13	2,108.79*
MULTI-PURPOSE BUILDI	Verizon Wireless	TELEPHONE	34.04
MULTI-PURPOSE BUILDI	WORTHINGTON DAILY GL	AD	72.63
		Total for Department 177	106.67*
		Total for Fund 14	106.67*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	9,003.76
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	6,040.60
LIQUOR	JOHNSON BROS.	MERCHANDISE	3,827.83
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	4,345.10

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
		Total for Department 180	23,217.29*
		Total for Fund 60	23,217.29*
		CONSTRUCTION BULLETI AD FOR 60 WATERMAIN	217.00
		Total for Department	217.00*
WATER	ERICKSON OIL CO	GAS	80.82
WATER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	166.68
WATER	Verizon Wireless	TELEPHONE	56.94
WATER	VOYAGER FLEET SERVIC	GAS	186.19
		Total for Department 181	490.63*
		Total for Fund 61	707.63*
ELECTRIC	COTTONWOOD COUNTY FA	ENERGY REBATE	3,541.00
ELECTRIC	ERICKSON OIL CO	GAS	156.15
ELECTRIC	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	166.68
ELECTRIC	Verizon Wireless	TELEPHONE	39.38
ELECTRIC	VOYAGER FLEET SERVIC	GAS	308.86
		Total for Department 182	4,212.07*
		Total for Fund 62	4,212.07*
SEWER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	166.66
SEWER	Verizon Wireless	TELEPHONE	56.94
SEWER	VOYAGER FLEET SERVIC	GAS	271.87
		Total for Department 183	495.47*
		Total for Fund 63	495.47*
ARENA	Verizon Wireless	TELEPHONE	68.28
ARENA	VET'S WHOA N'GO	GAS	222.71
ARENA	VOYAGER FLEET SERVIC	GAS	47.58
		Total for Department 184	338.57*
		Total for Fund 64	338.57*
TELECOMMUNICATIONS	BEIM CONSULTING	WEB SITE DESIGN	940.00
TELECOMMUNICATIONS	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	499.98
TELECOMMUNICATIONS	Verizon Wireless	TELEPHONE	240.43
TELECOMMUNICATIONS	SOUTHWEST/WEST CNTR	SERVICE	833.33
TELECOMMUNICATIONS	VOYAGER FLEET SERVIC	GAS	187.59
TELECOMMUNICATIONS	WOODSTOCK TELEPHONE	SERVICE	186.67
TELECOMMUNICATIONS	ZAYO BANDWIDTH	BANDWIDTH BILLING	4,128.83
		Total for Department 199	7,016.83*
		Total for Fund 69	7,016.83*
		Grand Total	40,666.98*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
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CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY OFFICE	ELECTRIC FUND	UTILITY BILLING	178.36
CITY OFFICE	HY-VEE FOOD STORE	MERCHANDISE	41.39
	Total for Department 103		219.75*
P & Z / BUILDING OFF	ELECTRIC FUND	UTILITY BILLING	57.49
	Total for Department 106		57.49*
CITY HALL	ELECTRIC FUND	UTILITY BILLING	610.93
	Total for Department 115		610.93*
POLICE	ELECTRIC FUND	UTILITY BILLING	73.76
POLICE	BANK MIDWEST	POSTAGE	2.05
	Total for Department 120		75.81*
FIRE DEPARTMENT	ELECTRIC FUND	UTILITY BILLING	30.57
FIRE DEPARTMENT	QUEST	TELEPHONE	58.87
	Total for Department 125		89.44*
STREET	ELECTRIC FUND	UTILITY BILLING	2,461.09
STREET	QUEST	TELEPHONE	58.87
STREET	PAUL MARSH	SAFETY SHOES	50.00
	Total for Department 140		2,569.96*
RECREATION	HY-VEE FOOD STORE	MERCHANDISE	439.76
RECREATION	KEVIN GOTTO	TOURNEY PAYMENT	60.00
RECREATION	WINDOM BASEBALL ASSO FEE		375.00
RECREATION	FREEDOM RIDERS MOTOR 30/60	TOURNEY	150.00
	Total for Department 150		1,024.76*
PARKS	ELECTRIC FUND	UTILITY BILLING	4,473.88
	Total for Department 165		4,473.88*
	Total for Fund 01		9,122.02*
LIBRARY	ELECTRIC FUND	UTILITY BILLING	526.90
	Total for Department 171		526.90*
	Total for Fund 03		526.90*
POOL	ELECTRIC FUND	UTILITY BILLING	1,120.76
POOL	MN ENERGY RESOURCES	HEATING	2,903.71
	Total for Department 175		4,024.47*
	Total for Fund 12		4,024.47*
AMBULANCE	ELECTRIC FUND	UTILITY BILLING	26.40
AMBULANCE	HY-VEE FOOD STORE	MERCHANDISE	179.35
AMBULANCE	Verizon Wireless	TELEPHONE	98.85
AMBULANCE	QUEST	TELEPHONE	58.87
	Total for Department 176		363.47*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 13			363.47*
MULTI-PURPOSE BUILDI	ELECTRIC FUND	UTILITY BILLING	2,204.25
MULTI-PURPOSE BUILDI	HAGEN DISTRIBUTING	MERCHANDISE	335.00
MULTI-PURPOSE BUILDI	HY-VEE FOOD STORE	MERCHANDISE	430.41
MULTI-PURPOSE BUILDI	RIVER BEND LIQUOR	MERCHANDISE	300.95
Total for Department 177			3,270.61*
Total for Fund 14			3,270.61*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	2,604.00
LIQUOR	ELECTRIC FUND	UTILITY BILLING	1,517.38
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	3,258.80
LIQUOR	A H HERMEL CANDY & T	MERCHANDISE	537.40
LIQUOR	JOHNSON BROS.	MERCHANDISE	5,857.59
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	4,064.00
LIQUOR	SOUTHERN WINE & SPIR	MERCHANDISE	127.05
Total for Department 180			17,966.22*
Total for Fund 60			17,966.22*
WATER	ELECTRIC FUND	UTILITY BILLING	5,302.56
WATER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	173.95
WATER	HY-VEE FOOD STORE	MERCHANDISE	.79
WATER	MN DEPT OF HEALTH	WA SUR CHARGE	3,226.00
WATER	QUEST	TELEPHONE	58.87
Total for Department 181			8,762.17*
Total for Fund 61			8,762.17*
	ELECTRIC FUND	REF-UT PREPAY-TIM LESTER	85.66
	BANK MIDWEST	REFUND-UTILITY PREPAYMEN	625.00
	TIM LESTER	REFUND - UTILITY PREPAYM	214.34
	ANDY SKARPHOL	REFUND - UTILITY PREPAYM	300.00
	TASHIA BRAMSTEDT	REFUND - STATEMENT CREDI	1.28
	TASHIA BRAMSTEDT	REFUND - UTILITY PREPAYM	300.00
	STEPHANIE ZIESMER	REFUND - UTILITY PREPAYM	300.00
Total for Department			1,826.28*
ELECTRIC	ELECTRIC FUND	UTILITY BILLING	276.09
ELECTRIC	MARV GRUNIG	EXPENSE	77.70
ELECTRIC	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	174.00
ELECTRIC	QUEST	TELEPHONE	55.41
ELECTRIC	BANK MIDWEST	NSF CHECK	523.69
ELECTRIC	BC DC RETAIL AND SAL	ENERGY REBATE	1,683.00
ELECTRIC	TASHIA BRAMSTEDT	REFUND - STATEMENT CREDI	18.70
ELECTRIC	STEPHANIE ZIESMER	REFUND - STATEMENT CREDI	40.10
Total for Department 182			2,848.69*
Total for Fund 62			4,674.97*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
SEWER	ELECTRIC FUND	UTILITY BILLING	15,337.45
SEWER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	173.95
SEWER	QUEST	TELEPHONE	260.61
	Total for Department 183		15,772.01*
	Total for Fund 63		15,772.01*
ARENA	ELECTRIC FUND	UTILITY BILLING	1,269.43
ARENA	HY-VEE FOOD STORE	MERCHANDISE	116.88
	Total for Department 184		1,386.31*
	Total for Fund 64		1,386.31*
ECONOMIC DEVELOPMENT	ELECTRIC FUND	UTILITY BILLING	76.73
	Total for Department 187		76.73*
	Total for Fund 67		76.73*
	TASHIA BRAMSTEDT	REFUND - STATEMENT CREDI	.74
	STEPHANIE ZIESMER	REFUND - STATEMENT CREDI	3.19
	Total for Department		3.93*
TELECOMMUNICATIONS	B B C AMERICA	SUBSCRIBER	20.15
TELECOMMUNICATIONS	BIG TEN NETWORK	SUBSCRIBER	1,554.00
TELECOMMUNICATIONS	CNN - TURNER NETWORK	SUBSCRIBER	821.04
TELECOMMUNICATIONS	COMCAST MEDIA CENTER	SUBSCRIBER	16.50
TELECOMMUNICATIONS	DISCOVERY DIGITAL NE	SUBSCRIBER	36.44
TELECOMMUNICATIONS	DLT SOLUTIONS INC	MAINTENANCE	275.67
TELECOMMUNICATIONS	E-911	MONTHLY 911 SERVICE	43.95
TELECOMMUNICATIONS	ELECTRIC FUND	UTILITY BILLING	2,024.11
TELECOMMUNICATIONS	FOX SPORTS	SUBSCRIBER	5,859.24
TELECOMMUNICATIONS	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	521.85
TELECOMMUNICATIONS	HUB TELEVISION NETWO	SUBSCRIBER	9.11
TELECOMMUNICATIONS	HY-VEE FOOD STORE	MERCHANDISE	35.82
TELECOMMUNICATIONS	KARE	SUBSCRIBER	506.40
TELECOMMUNICATIONS	LIFETIME	SUBSCRIBER	696.64
TELECOMMUNICATIONS	LIFETIME MOVIE NETWO	SUBSCRIBER	30.00
TELECOMMUNICATIONS	MLB NETWORK	SUBSCRIBER	335.88
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	SUBSCRIBER	22,085.53
TELECOMMUNICATIONS	QWEST COMMUNICATIONS	DIRECTORY LISTING	155.74
TELECOMMUNICATIONS	OWN	SUBSCRIBER	19.32
TELECOMMUNICATIONS	RFD TV	SUBSCRIBER	194.06
TELECOMMUNICATIONS	TBS - TURNER NETWORK	SUBSCRIBER	721.52
TELECOMMUNICATIONS	TCM - TURNER NETWORK	SUBSCRIBER	379.42
TELECOMMUNICATIONS	TNT - TURNER NETWORK	SUBSCRIBER	1,645.19
TELECOMMUNICATIONS	TOWER DISTRIBUTION C	SUBSCRIBER	220.97
TELECOMMUNICATIONS	U S BANK TRUST NATIO	ADMINISTRATION FEE	450.00
TELECOMMUNICATIONS	BANK MIDWEST	POSTAGE	.27
TELECOMMUNICATIONS	FINDING WINDOM INC	MIRC GRANT	11,695.00
TELECOMMUNICATIONS	TASHIA BRAMSTEDT	REFUND - STATEMENT CREDI	10.83

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
TELECOMMUNICATIONS	ELIZABETH RIVIERA	REFUND - STATEMENT CREDI	7.59
TELECOMMUNICATIONS	STEPHANIE ZIESMER	REFUND - STATEMENT CREDI	46.40
	Total for Department 199		50,418.64*
	Total for Fund 69		50,422.57*
	COLONIAL LIFE INSURA	INSURANCE	8.82
	Total for Department		8.82*
	Total for Fund 70		8.82*
	Grand Total		116,377.27*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	CITIZEN PUBLISHING C	ADVERTISING	340.20
MAYOR & COUNCIL	MCDONALD & SCHRAMEL	LEGAL FEES	588.00
	Total for Department 101		928.20*
CITY OFFICE	INDOFF, INC	SUPPLIES	799.43
CITY OFFICE	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
CITY OFFICE	SELECTACCOUNT	ADM FEE	87.84
	Total for Department 103		893.77*
P & Z / BUILDING OFF	INDOFF, INC	SUPPLIES	167.29
P & Z / BUILDING OFF	MCDONALD & SCHRAMEL	LEGAL FEES	108.00
P & Z / BUILDING OFF	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
	Total for Department 106		281.79*
LEGAL	MCDONALD & SCHRAMEL	CONFERENCE	365.00
	Total for Department 110		365.00*
CITY HALL	CITIZEN PUBLISHING C	ADVERTISING	118.80
CITY HALL	AMERIGAS - WORTHINGT	WATER TREATMENT	23.46
CITY HALL	CULLIGAN	SALT	14.00
CITY HALL	HOMETOWN SANITATION	HAUL GARBAGE	85.04
	Total for Department 115		241.30*
POLICE	COTTONWOOD CO TREASU	DISPATCHING	275.00
POLICE	COTTONWOOD CO TREASU	RENT	1,500.00
POLICE	INDOFF, INC	SUPPLIES	33.63
POLICE	WINDOM AUTO VALU	MAINTENANCE	27.22
POLICE	MCDONALD & SCHRAMEL	LEGAL FEES	6,600.00
POLICE	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	22.50
POLICE	MN D.A.R.E INC.	CONFERENCE FEES	230.00
POLICE	SCHWALBACH HARDWARE	MAINTENANCE	27.22
POLICE	UNIFORM UNLIMITED	CLOTHING	873.78
POLICE	WATONWAN COUNTY	IT SERVICE	169.68
POLICE	COUNTRY PRIDE SERVIC	MAINTENANCE	20.00
POLICE	ITL PATCH COMPANY, I	SUPPLIES	254.90
POLICE	FOREMOST PROMOTIONS	SUPPLIES	180.00
	Total for Department 120		10,213.93*
FIRE DEPARTMENT	CITIZEN PUBLISHING C	COMPUTER SUPPORT	432.77
FIRE DEPARTMENT	COTTONWOOD CO TREASU	DISPATCHING	212.50
FIRE DEPARTMENT	INDOFF, INC	SUPPLIES	38.98
FIRE DEPARTMENT	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	5,192.66
FIRE DEPARTMENT	MUNICIPAL EMERGENCY	MAINTENANCE	843.50
FIRE DEPARTMENT	SANFORD LABORATORIES	TESTING	-36.96
FIRE DEPARTMENT	SCHWALBACH HARDWARE	MAINTENANCE	23.06
FIRE DEPARTMENT	NORTHERN SAFETY TECH	MAINTENANCE	778.51
	Total for Department 125		7,485.02*
EMERGENCY MANAGEMENT	COTTONWOOD CO TREASU	DISPATCHING	12.50
EMERGENCY MANAGEMENT	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	200.00
	Total for Department 130		212.50*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ANIMALS	COTTONWOOD-SLAYTON V VETERINARY SERVICE		409.88
	Total for Department 135		409.88*
STREET	COTTONWOOD COUNTY LA GARBAGE		12.00
STREET	COTTONWOOD CO TREASU DISPATCHING		125.00
STREET	DEFRIES COLLISION CE MAINTENANCE		129.00
STREET	GCC ALLIANCE CONCRET MAINTENANCE		278.14
STREET	HOMETOWN SANITATION HAUL GARBAGE		130.85
STREET	WINDOM AUTO VALU MAINTENANCE		27.17
STREET	LAMPERTS YARDS, INC. MAINTENANCE		675.20
STREET	MACQUEEN EQUIP. CO. MAINTENANCE		1,842.01
STREET	MANKATO MOBIL - ALPH MAINTENANCE CONTRACT		6.50
STREET	M-R SIGNS CO., INC MAINTENANCE		1,157.86
STREET	RUNNING'S SUPPLY MAINTENANCE		184.41
STREET	SANFORD LABORATORIES TESTING		73.92
STREET	SCHWALBACH HARDWARE MAINTENANCE		122.62
STREET	SOUTHERN MINN CONSTR MAINTENANCE		1,248.99
STREET	WINDOM AREA HOSPITAL TESTING		35.00
STREET	COUNTRY PRIDE SERVIC FUEL DISCOUNT		-21.32
STREET	COUNTRY PRIDE SERVIC MAINTENANCE		1,941.36
STREET	WINDOM FARM SERVICE MAINTENANCE		157.00
	Total for Department 140		8,125.71*
PARKS	CITIZEN PUBLISHING C ADVERTISING		118.80
PARKS	COTTONWOOD CO TREASU DISPATCHING		37.50
PARKS	HOMETOWN SANITATION HAUL GARBAGE		110.00
PARKS	WINDOM AUTO VALU MAINTENANCE		27.21
PARKS	LAMPERTS YARDS, INC. MAINTENANCE		124.92
PARKS	M-R SIGNS CO., INC MAINTENANCE		74.81
PARKS	MTI DISTRIBUTING, IN MAINTENANCE		33.39
PARKS	RUNNING'S SUPPLY MAINTENANCE		80.46
PARKS	SCHWALBACH HARDWARE MAINTENANCE		14.41
	Total for Department 165		621.50*
	Total for Fund 01		29,778.60*
	CITIZEN PUBLISHING C ADVERTISING		688.80
	Total for Department		688.80*
	Total for Fund 02		688.80*
	GLOBAL GOV'T/EDUCATI MAINTENANCE		1,200.00
	Total for Department		1,200.00*
LIBRARY	AUDIO GO	BOOKS	112.26
LIBRARY	BETTY CROCKER	SUBSCRIPTION	14.95
LIBRARY	CENTER POINT LARGE P	BOOKS	87.48
LIBRARY	INDOFF, INC	SUPPLIES	131.75
LIBRARY	GALE	BOOKS	428.95
LIBRARY	GLOBAL GOV'T/EDUCATI	MAINTENANCE	42.98

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
LIBRARY	INGRAM	BOOKS	1,338.59
LIBRARY	J & K WINDOWS	CLEANING	20.00
LIBRARY	MICROMARKETING	BOOKS & AUDIO	381.75
LIBRARY	RECORDED BOOKS, LLC	SUBSCRIPTION	255.40
LIBRARY	READERS SERVICE	BOOK	63.17
LIBRARY	SATURDAY EVENING POS	SUBSCRIPTION	14.98
LIBRARY	SCHWAAB, INC	SUPPLIES	10.94
LIBRARY	SCHWALBACH HARDWARE	MAINTENANCE	127.94
LIBRARY	SOUTHERN LIVING	SUBSCRIPTION	36.00
LIBRARY	THE ATLANTIC	SUBSCRIPTION	29.95
LIBRARY	MN MONTHLY	SUBSCRIPTION	26.95
LIBRARY	WILD BIRD	SUBSCRIPTION	19.97
LIBRARY	DISNEY MOVIE CLUB	MOVIES	25.90
	Total for Department 171		3,169.91*
	Total for Fund 03		4,369.91*
	LAMPERTS YARDS, INC.	MAINTENANCE	502.19
	RON'S ELECTRIC INC	MAINTENANCE	229.50
	SCHWALBACH HARDWARE	MAINTENANCE	3,174.10
	Total for Department		3,905.79*
	Total for Fund 04		3,905.79*
AIRPORT	SCHWALBACH HARDWARE	MAINTENANCE	3.20
AIRPORT	STAPLES OIL CO	MAINTENANCE	50.23
	Total for Department 174		53.43*
	Total for Fund 11		53.43*
POOL	AMERICAN RED CROSS	LESSONS	575.00
POOL	PAMIDA	SUPPLIES	85.43
POOL	RON'S ELECTRIC INC	MAINTENANCE	44.00
	Total for Department 175		704.43*
	Total for Fund 12		704.43*
AMBULANCE	BOUND TREE MEDICAL,	EQUIPMENT	1,711.74
AMBULANCE	COTTONWOOD CO TREASU	DISPATCHING	200.00
AMBULANCE	INDOFF, INC	SUPPLIES	50.83
AMBULANCE	DICKS WELDING INC	MAINTENANCE	11.99
AMBULANCE	EMERGENCY MEDICAL PR	SUPPLIES	177.85
AMBULANCE	LEWIS FAMILY DRUG #5	SUPPLIES	573.89
AMBULANCE	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
AMBULANCE	MN EMERGENCY MED SER	SUPPLIES	69.51
AMBULANCE	PRAXAIR DISTRIBUTION	SERVICE	285.16
AMBULANCE	SCHWALBACH HARDWARE	MAINTENANCE	19.75
AMBULANCE	WINDOM AREA HOSPITAL	SERVICE	1,717.83
AMBULANCE	WINDOM FARM SERVICE	MAINTENANCE	109.99
AMBULANCE	ZOLL MEDICAL CORPORA	SUPPLIES	793.78

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
AMBULANCE	CRYSTAL WINSHIELD RE	MAINTENANCE	50.00
	Total for Department 176		5,778.82*
	Total for Fund 13		5,778.82*
MULTI-PURPOSE BUILDI	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	131.36
MULTI-PURPOSE BUILDI	CITIZEN PUBLISHING C	ADVERTISING	334.14
MULTI-PURPOSE BUILDI	INDOFF, INC	SUPPLIES	8.75
MULTI-PURPOSE BUILDI	HOMETOWN SANITATION	BENSON ACCIDENT AT CC	607.31
MULTI-PURPOSE BUILDI	HOMETOWN SANITATION	HAUL GARBAGE	103.04
MULTI-PURPOSE BUILDI	KDOM RADIO	ADVERTISING	146.80
MULTI-PURPOSE BUILDI	SCHWALBACH HARDWARE	MAINTENANCE	707.45
MULTI-PURPOSE BUILDI	STONER INDUSTRIAL, I	SERVICE	126.33
	Total for Department 177		2,165.18*
	Total for Fund 14		2,165.18*
LIQUOR	ENVIROMASTER, INC.	SERVICE	39.54
LIQUOR	ANDERSON LANDSCAPING	MAINTENANCE	290.70
LIQUOR	CITIZEN PUBLISHING C	ADVERTISING	125.10
LIQUOR	BATCHELLER'S EVER-GR	SERVICE	44.94
LIQUOR	HOMETOWN SANITATION	HAUL GARBAGE	48.06
LIQUOR	RUNNING'S SUPPLY	MAINTENANCE	117.55
LIQUOR	S&K LINES	FREIGHT	942.40
LIQUOR	CAMPUS CLEANERS	SERVICE	40.10
	Total for Department 180		1,648.39*
	Total for Fund 60		1,648.39*
	HD SUPPLY WATERWORKD	MAINTENANCE	1,102.85
	Total for Department		1,102.85*
WATER	COTTONWOOD CO TREASU	DISPATCHING	100.00
WATER	HAWKINS, INC	CHEMICALS	10,321.16
WATER	GDF ENTERPRISES, INC	MAINTENANCE	302.56
WATER	GOPHER STATE ONE CAL	LOCATES	17.04
WATER	HANSON WELL DRILLING	TESTING / MAINTENANCE	607.13
WATER	HOMETOWN SANITATION	HAUL GARBAGE	85.04
WATER	WINDOM AUTO VALU	MAINTENANCE	114.48
WATER	JIFFY-JR. PRODUCTS	SUPPLIES	95.89
WATER	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
WATER	MN VALLEY TESTING	TESTING	56.25
WATER	RON'S ELECTRIC INC	MAINTENANCE	924.02
WATER	RUNNING'S SUPPLY	MAINTENANCE	141.68
WATER	SANFORD LABORATORIES	TESTING	36.96
WATER	SCHWALBACH HARDWARE	MAINTENANCE	173.68
WATER	USA BLUE BOOK	TESTING EXPENSE	588.03
	Total for Department 181		13,570.42*
	Total for Fund 61		14,673.27*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
	B & B TRANSFORMER	INVENTORY	4,825.41
	BORDER STATES ELECTR	INVENTORY	2,530.37
	DAKOTA SUPPLY GROUP	MAINTENANCE	454.99
	ELECTRIC FUND	REF-UT PREPAY-ERNEST VIG	286.24
	ELECTRIC FUND	REF-UT PREPAY-N CAVINESS	109.43
	ELECTRIC FUND	REF-UT PREPAY-N COONRADT	236.88
	ELECTRIC FUND	REF-UT PREPAY-Y CURAZO	172.43
	ODDSON UNDERGROUND I	MAINTENANCE	10,761.00
	RESCO	INVENTORY	5,052.30
	WESTERN COMM ACTION	REFUND-NATASHA COONRADT	63.12
	STUART C IRBY CO INC	MAINTENANCE	9,758.68
	SOCORRO CABELLERO	REFUND - UTILITY PREPAYM	300.00
	YANETH CARAZOS	REFUND-UTILITY PREPAYMEN	127.57
	NATASHA CAVINESS	REFUND - UTILITY PREPAYM	190.57
	ERNEST VIGIL	REFUND - UTILITY PREPAYM	13.76
	Total for Department		34,882.75*
ELECTRIC	ABM EQUIPMENT & SUPP	MAINTENANCE	85.06
ELECTRIC	ALTERNATIVE TECHNOLO	TESTING	80.00
ELECTRIC	CITIZEN PUBLISHING C	ADVERTISING	1,058.40
ELECTRIC	COLE PAPER INC.	SUPPLIES	87.26
ELECTRIC	COTTONWOOD CO TREASU	DISPATCHING	187.50
ELECTRIC	GOPHER STATE ONE CAL	LOCATES	17.05
ELECTRIC	GRAYBAR ELECTRIC CO	MAINTENANCE	286.33
ELECTRIC	HIGLEY FORD SALES	MAINTENANCE	197.71
ELECTRIC	HOMETOWN SANITATION	HAUL GARBAGE	84.75
ELECTRIC	LANDS END ACCT'D PAY	CLOTHING	148.50
ELECTRIC	MCDONALD & SCHRAMEL	LEGAL FEES	276.00
ELECTRIC	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
ELECTRIC	MN DEPT OF COMMERCE	ASSESSMENT	571.07
ELECTRIC	RETROFIT RECYCLING,	RECYCLING	802.05
ELECTRIC	RUNNING'S SUPPLY	MAINTENANCE	447.58
ELECTRIC	SCHWALBACH HARDWARE	MAINTENANCE	1.18
ELECTRIC	SKARSHAUG TESTING LA	SUPPLIES	159.78
ELECTRIC	STONER INDUSTRIAL, I	SERVICE	102.30
ELECTRIC	UTILITIES PLUS	MAINTENANCE	4,465.71
ELECTRIC	WINDOM AREA DEVELOPM	INDUSTRIAL DEVELOPMENT	1,200.00
ELECTRIC	WINDOM TOWING CO	TIRES	189.16
ELECTRIC	ZIESKE LAND SURVEYIN	SERVICE	1,000.00
ELECTRIC	NORTHERN INSULATION	MAINTENANCE	5,265.00
	Total for Department 182		16,718.89*
	Total for Fund 62		51,601.64*
SEWER	COTTONWOOD CO TREASU	DISPATCHING	100.00
SEWER	DICKS WELDING INC	MAINTENANCE	6.46
SEWER	EMPIRE PIPE SERVICES	SEWER JETTING	11,194.00
SEWER	HAWKINS, INC	CHEMICALS	1,578.24
SEWER	GDF ENTERPRISES, INC	MAINTENANCE	302.57
SEWER	GOPHER STATE ONE CAL	LOCATES	17.03

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
SEWER	WINDOM AUTO VALU	MAINTENANCE	104.67
SEWER	JIFFY-JR. PRODUCTS	SUPPLIES	95.89
SEWER	MCDONALD & SCHRAMEL	LEGAL FEES	72.00
SEWER	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
SEWER	MN VALLEY TESTING	TESTING	2,975.80
SEWER	RUNNING'S SUPPLY	MAINTENANCE	74.36
SEWER	SCHWALBACH HARDWARE	MAINTENANCE	170.21
SEWER	USA BLUE BOOK	TESTING EXPENSE	399.22
SEWER	WINDOM TOWING CO	TIRES	30.79
	Total for Department 183		17,127.74*
	Total for Fund 63		17,127.74*
ARENA	AMERIPRIDE LINEN CO	SERVICE	82.91
ARENA	COTTONWOOD-SLAYTON V	VETERINARY SERVICE	180.00
ARENA	HEARTLAND PAPER COMP	SUPPLIES	122.29
ARENA	HOMETOWN SANITATION	HAUL GARBAGE	130.88
ARENA	WINDOM AUTO VALU	MAINTENANCE	8.49
ARENA	KDOM RADIO	ADVERTISING	74.00
ARENA	RUNNING'S SUPPLY	MAINTENANCE	24.99
ARENA	SCHWALBACH HARDWARE	MAINTENANCE	416.18
ARENA	SPLIT ROCK LANDSCAPE	RADIANT HEATERS	443.38
ARENA	STONER INDUSTRIAL, I	SERVICE	9.55
ARENA	WINDOM FARM SERVICE	MAINTENANCE	117.74
	Total for Department 184		1,610.41*
	Total for Fund 64		1,610.41*
ECONOMIC DEVELOPMENT	CITIZEN PUBLISHING C	ADVERTISING	526.00
ECONOMIC DEVELOPMENT	CITIZEN PUBLISHING C	COMPUTER SUPPORT	1,074.50
ECONOMIC DEVELOPMENT	COTTONWOOD CTY RECOR	SERVICE	46.00
ECONOMIC DEVELOPMENT	INDOFF, INC	SUPPLIES	167.28
ECONOMIC DEVELOPMENT	EHLERS & ASSOC., INC	SERVICE	4,085.00
ECONOMIC DEVELOPMENT	MCDONALD & SCHRAMEL	LEGAL FEES	60.00
ECONOMIC DEVELOPMENT	MCDONALDS	EXPENSE	26.89
	Total for Department 187		5,985.67*
	Total for Fund 67		5,985.67*
RIVERBLUFF ESTATES	LANG JENSEN	LAWN MOWING	375.20
	Total for Department 166		375.20*
	Total for Fund 68		375.20*
	NATIONAL CABLE TV CO	EQUIPMENT	11,094.41
	Total for Department		11,094.41*
TELECOMMUNICATIONS	ADARA TECHNOLOGIES I	EQUIPMENT & PROF SERVICE	10,500.00
TELECOMMUNICATIONS	AZAR COMPUTER SOFTWA	SUPPORT	1,950.00
TELECOMMUNICATIONS	DISH NETWORK	SERVICE	3,400.00

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
TELECOMMUNICATIONS	GLOBAL GOV'T/EDUCATI	MAINTENANCE	758.32
TELECOMMUNICATIONS	GOPHER STATE ONE CAL	LOCATES	17.03
TELECOMMUNICATIONS	GRAYBAR ELECTRIC CO	MAINTENANCE	2,517.79
TELECOMMUNICATIONS	HOMETOWN SANITATION	HAUL GARBAGE	73.92
TELECOMMUNICATIONS	IMC NETWORKS CORP	MAINTENANCE	278.00
TELECOMMUNICATIONS	KDOM RADIO	ADVERTISING	284.00
TELECOMMUNICATIONS	MCDONALD & SCHRAMEL	LEGAL FEES	240.00
TELECOMMUNICATIONS	MCDONALD & SCHRAMEL	LEGAL SUPPLIES	15.00
TELECOMMUNICATIONS	MN DEPT OF COMMERCE	ASSESSMENT	134.74
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	MAINTENANCE	1,025.46
TELECOMMUNICATIONS	ONVOY, INC	SS7 SERVICE	1,001.86
TELECOMMUNICATIONS	ONVOY, INC	WHOLE 800 SWITCH	1,719.09
TELECOMMUNICATIONS	RUSHMORE INDUSTRIES,	FREIGHT	7.02
TELECOMMUNICATIONS	SANFORD LABORATORIES	TESTING	36.96
TELECOMMUNICATIONS	SCHWALBACH HARDWARE	MAINTENANCE	80.51
TELECOMMUNICATIONS	SDN COMMUNICATIONS	SERVICE	2,839.78
TELECOMMUNICATIONS	SHOWTIME NETWORKS IN	SUBSCRIBER	303.60
TELECOMMUNICATIONS	STONER INDUSTRIAL, I	SERVICE	57.39
TELECOMMUNICATIONS	MANKATO NETWORKS LLC	SERVICE	1,121.50
TELECOMMUNICATIONS	HURRICANE ELECTRIC I	INTERNET SERVICE	1,000.00
TELECOMMUNICATIONS	DAY BY DAY, INC	AD	756.00
TELECOMMUNICATIONS	JOE MARCY CONSTRUCTI	MAINTENANCE	1,560.04
	Total for Department 199		31,678.01*
	Total for Fund 69		42,772.42*
	Grand Total		183,239.70*



Coalition of Greater Minnesota Cities
CGMC in Brief

September 15, 2011

Contact: Tim Flaherty
651-225-8840

**Judicial
Redistricting Panel
Schedules Public
Hearings**

The Minnesota Judicial Redistricting Panel has issued an order scheduling the dates for public hearings regarding how Minnesota's new legislative and congressional districts should be drawn. You can read the complete order at the judicial panel's website here:

http://www.mncourts.gov/Documents/0/Public/Court_Information_Office/2011Redistricting/A110152Order9.9.11.pdf

The dates for greater Minnesota hearings are as follows:

October 10, 2011, 6:30 – 8:30 p.m. in **Cloquet** at the Fond du Lac Tribal and Community College Amphitheater (2101 Fourteenth Street, Cloquet, MN 55720)

October 11, 2011, 6:30 – 8:30 p.m. in **Bemidji** at the Beltrami County Administrative Building, County Board Room (701 Minnesota Ave. Northwest, Bemidji, MN 56601)

October 12, 2011, 6:30 – 8:30 p.m. in **Moorhead** at Moorhead City Hall, City Council Chambers (500 Center Ave., Moorhead, MN 56561)

October 13, 2011, 6:30 – 8:30 p.m. in **St. Cloud** at Stearns County Administrative Center, County Board Room A (705 Courthouse Square, St. Cloud, MN 56303)

October 14, 2011, 6:30 – 8:30 p.m. in **Mankato** at Blue Earth County Justice Center, Jury Assembly Room (401 Carver Rd, Mankato, MN 56001)

The CGMC strongly urges its members to participate in this process. Due to population changes, greater Minnesota will likely lose legislative and potentially congressional representation. For example, on the congressional map that was approved by the legislature (and vetoed by the governor) only two congressional districts would not include portions of the 11 county metro area. Communities of interest could also be potentially split up. For instance, under the legislature's initial plan, the cities of the Red River Valley, which suffer from frequent flooding, would be split into two separate congressional districts that extend eastward toward Wisconsin. The city of Mankato would have been divided into two legislative house districts. It is important that the cities of greater Minnesota speak up to ensure that their voices are heard and that their interests are represented.



Redistricting (con't)

In the past, judicial panels have relied on and responded to the input from from greater Minnesota elected officials. In 2001 the judicial panel cited the testimony of several CGMC officials in explaining its decisions.

The judicial panel has not yet released its criteria for redistricting, but it is likely that it will rely on criteria similar to what it used in 2001. Thus, when providing testimony, try to keep the following factors in mind:

- Minimizing political subdivision splits;
- Minimizing long-term impacts of annexation and population growth;
- Minimizing precinct splits to reduce the burden on local governments; and
- Preserving communities of interest (i.e., grouping cities and other local gov't units with similar interests).

Written comments can also be submitted to the redistricting panel until Friday, October 21, 2011 via StateRedistrictingPanel@courts.state.mn.us.

If you have further questions regarding the process, please feel free to contact CGMC lobbyists Elizabeth Wefel or Bradley Peterson. (Please note that Ms. Wefel is out of the office until September 29).

Park & Trail Applications Due October 31

The Minnesota Department of Natural Resources moved the deadline for applications for FY2012 Parks & Trails grants, Local Trail Connections Grants and the Regional Trail Program up to October 31, 2011 rather than in the spring as in the previous cycle.

Find more details on these programs on the DNR website at <http://bit.ly/hkrBR0>, <http://bit.ly/qEd4Xk>, and <http://bit.ly/r3QK0V>.

Summer Conference Presentations

If you missed the summer conference, you can still review the powerpoints from the presentation on our website. Visit <http://bit.ly/n1UIkt> to see all of them.

Mark Your Calendars

Save the dates for these upcoming CGMC Events:

CGMC Fall Conference in Fergus Falls, November 16 – 18, 2011

CGMC Legislative Action Day & Reception at Mancini's, February 8, 2012

2012 CGMC Summer Conference in Owatonna, July 25 – 27, 2012

