

**Council Meeting**  
**Tuesday, January 17, 2012**  
**City Council Chambers**  
**7:30 p.m.**



**AGENDA**

Call to Order  
Pledge of Allegiance

1. Approval of Minutes
  - Council Minutes–January 3, 2012
2. Consent Agenda
  - Minutes
    - Telecom Commission – December 30, 2011
    - Library – January 10, 2012
    - Economic Development Authority – January 12, 2012
3. Public Comment – Frank Dorpinghaus – National Defense Authorization Act
4. Department Heads
5. License Applications
  - Des Moines River Ducks Unlimited – Exempt Gambling Permit
  - Windom Chamber of Commerce – Exempt Gambling Permit
6. Economic Development Authority Annual Report
7. EDA Executive Director Position – EDA Board Recommendation
8. Resolution Approving Amendments to the Fees and Charges Schedule
9. Resolution Accepting Assistance to Firefighters Grant
10. State of Minnesota Cooperative Purchasing Agreement
11. Joint Powers Agreement – State of Minnesota I/Mobile System
12. Police Department – Citizens Academy
13. New Business
14. Old Business
15. Regular Bills
16. Contractor Payments
  - Des Moines River Dam – Landwehr Constr, Inc. - \$238,420.84
  - Wastewater Treatment Imp – Robert L. Carr Co. - \$140,687.55
17. Long Range Planning – Strategy IV
18. Council Concerns
19. Adjourn



**Regular Council Meeting  
Windom City Hall, Council Chamber  
January 3, 2012  
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 Bradley Powers

Council Members Absent: JoAnn Ray

City Staff Present: Steve Nasby, City Administrator; Bruce Caldwell, Street Superintendent; Marv Grunig, Electric Utility Manager; Scott Peterson, Police Chief; Dan Olsen, Telecom Manager; Mike Haugen, Water/Wastewater Superintendent; Al Baloun, Recreation Director and Jeremy Rolfes, Telecom

3. Pledge of Allegiance

4. Appointment of City Administrator and Assistant City Administrator:

**Motion by Fast second by Ray, to approve the appointment of Steve Nasby as City Administrator and Brigitte Olson as Assistant City Administrator. Motion carried 4 – 0 (Maricle absent).**

5. Approval of Minutes:

**Motion by Powers second by Maricle, to approve the City Council minutes from December 20, 2011. Motion carried 4 – 0 (Ray absent).**

6. Consent Agenda:

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

Economic Development Authority – December 19, 2011  
Community Center Commission – December 27, 2011  
Utility Commission – December 28, 2011

Preliminary

7. Appointment of Street Superintendent:

**Motion by Powers second by Maricle, to approve the appointment of Bruce Caldwell as Street Superintendent. Motion carried 4 – 0 (Ray absent).**

8. Appointment of City Attorney and Assistant City Attorney:

**Motion by Powers second by Fast, to approve the appointment of Dan McDonald as City Attorney, Ron Schramel and Kristi Meyeraan as Assistant City Attorneys. Motion carried 4 – 0 (Ray absent).**

9. Designation of Financial Institutions:

**Motion by Fossing second by Maricle, to designate Bank of the West, Bank Midwest, United Prairie Bank, the Fulda Credit Union and 4M Fund as the official financial institutions for the City of Windom. Motion carried 4 – 0 (Ray absent).**

10. Designation of Official Newspaper

**Motion by Jones second by Fossing, to designate the Cottonwood County Citizen as the official newspaper. Motion carried 4 – 0 (Ray absent).**

11. Department Heads:

Dan Ortman, Fire Chief, said that the FEMA Assistance to Firefighters Grant for upgraded, narrow-band communications equipment has been funded. This \$483,313 grant is a joint effort between the City of Windom, Cottonwood County and all of the other municipalities. The City of Windom, as lead applicant, has 30 days to accept the grant. This is great news as the emergency communications must be updated to narrow-band by January 2013.

Jones asked if the grant was for the amount requested. Ortman said the grant is dependent on a five percent match, but the amount requested was received.

Mike Haugen, Water\Wastewater Superintendent, said that the Minnesota Department of Health had conducted their review of the City's facilities and there were no problems or deficiencies identified.

Kruse thanked Haugen and his staff for all of their efforts and congratulated them on the positive State inspection.

12. License Application:

Kruse said an application for and Exempt Permit for gaming from the Des Moines Valley Minnesota Deer Hunters Association for a raffle on March 3, 2012.

**Motion by Maricle second by Jones, to approve the consent calendar. Motion carried 4 – 0 (Ray absent).**

13. Disposition of Surplus Equipment:

Kruse noted the memorandum in the packet that identified three vehicles that are being recommended for disposition, which included a 1997 Ford Taurus, 1989 Chevy 1500 Pick-up and 1986 Ford F-250 Pick-up.

Fossing asked about the condition of the vehicles. Nasby and Caldwell confirmed that the mechanic has said the units have multiple mechanical issues and are not cost-effective to salvage for operations. The units will be sold as scrap metal and Caldwell would contact local salvage dealers in the spring to find the best price.

**Motion by Maricle, seconded by Jones to declare these three vehicles as surplus and authorize their disposition as scrap. Motion carried 4 – 0 (Ray Absent).**

14. Highway 60 Speed Limits:

Kruse said there was a letter from Chief Peterson to MN DOT in the packet and the Chief was present to discuss the matter.

Peterson said he had gotten an email from MN DOT regarding the 30 mph speed limit sign on Highway 60 located north of the intersection with Highway 71. In 2007 the 30 mph speed limit zones were extended at the request of the City and evaluation of speeds studied. Following the study the situation could be re-evaluated. Now, four years have passed and MN DOT has indicated they have not seen significant changes in the crash data that warrant the continuation of the extended 30 mph speed zone. Peterson said that he had discussed the matter with Nasby. Due to the planned traffic control, round-about, at the Highway 60/71 intersection, increased traffic upon the redevelopment of the former Hy-Vee and Towlerton buildings and possible additional access to Highway 60 for the hospital Peterson is recommending that the speed zones remain as they are currently posted. He also noted that the Police Department has not had a lot of complaints about speeding, but that could change if the zone was changed.

Jones said he thinks there is some traffic that is still traveling at higher than posted speeds and we need to keep that in check. Peterson said there are isolated incidents of some vehicles speeding, but the department does patrol the area and he does not think there is a general speeding problem.

Jones asked if a Council resolution were needed on this issue. Nasby and Peterson said that MN DOT had provided the City with a 30-day notice on the changes to the speed zone, and this letter was in reply to that. MN DOT did not necessarily ask for the City's input staff felt the City and Council should weigh in on the issue. Nasby suggested amending Peterson's letter to indicate Council support for maintaining the current speed zones.

**Motion by Jones seconded by Maricle, to support Chief Peterson's letter in support of keeping the 30 mph speed zones at their current locations. Motion carried 4 – 0 (Ray Absent).**

15. Library Donation:

Powers read the resolution noting the Friends of the Library donation of \$21,498 for shelving at the Windom Library.

**Council member Powers introduced the Resolution No. 2012-01, entitled "AUTHORIZATION TO ACCEPT A DONATION FROM THE FRIENDS OF THE WINDOM LIBRARY TO THE WINDOM LIBRARY" and moved its adoption. The resolution was seconded by Fossing and on roll call vote: Aye: Fossing, Jones, Maricle and Powers. Nay: None. Absent: Ray. Resolution passed 4– 0.**

16. Personnel Committee Recommendation:

Kruse said that a letter of resignation had been received from Mark Hanson, EDA Director and it was distributed to the City Council members.

**Motion by Powers seconded by Maricle, to accept the letter of resignation, effective immediately, from Mark Hanson, EDA Director and to authorize staff to pay out earned vacation accrual. Motion carried 4 – 0 (Ray Absent).**

17. Long Range Planning – Strategy III:

Kruse reviewed the two goals under strategy III.

Goal #1 -- Jones thanked the department heads for attending the meeting and emphasized that good communication throughout the organization is key. We need a strong core with employees and a means to share ideas.

Jones noted that some of the items identified in this goal had already been started such as the employee recognition, employee appreciation event and web site development.

Regarding communication, Jones said that he relies on the minutes from the Boards and Commissions as a method of keeping up on all of the activities and having enough detail is important for him to follow the items and to inform the public of what is going on within the City government. Two improvements that can be made are that technical terms can be described in layman's terms and that if acyroms are used they are defined within the minutes. He also thought the minutes should include key or important accomplishments from the prior month, which would help show the work being done in the departments.

Dan Olsen, Telecom Manager, said that in his department there are many technical terms.

## Preliminary

Caldwell said that the minutes have evolved over the last few years from being very basic, such as motions and votes to a summary of the discussion on all items. This change is beneficial and the departments are getting more accustomed to providing more detail.

Nasby said that the goal also talks about public services and the department heads are present. The Council thanked Haugen, Caldwell, Grunig, Peterson and Olsen for all of the work they do and commended staff for all of their efforts on behalf of the citizens of Windom.

Goal #2 – Jones noted that this goal includes partnerships with other governmental units, local organizations and involving youth in city government. One piece of this is the joint City\County\School meeting and he understands staff has been working on a meeting date, but that has been a challenge so far. He thinks there are many positive aspects that can come out of these joint meetings such as shared services, equipment and relationships.

Kruse said that sharing city information with local service groups and at the school are important.

Jones said he liked the Community Service Day at the school were the City displayed some equipment and it is good to let the youth know there are a variety of jobs at the City.

Kruse mentioned that Fire Safety Week is an excellent example of getting out into the community. Ortman said there are many activities associated with this event.

Fossing said he is in favor of the activities that involve youth with the various aspects of city government.

### 18. New Business:

None.

### 19. Unfinished Business:

None.

### 20. Regular Bills:

**Motion by Maricle, seconded by Jones, to approve the regular bills. Motion carried 4 – 0 (Ray Absent).**

### 21. Council Concerns:

Kruse reminded the Council to complete the evaluation forms for the City Administrator and return them to him by January 10, 2012.

Preliminary

Kruse recognized Howard Davis from the Finding Windom group. Davis said that the community has a history of collaboration, such as the Community Center project and he encouraged people to become involved in City activities. He suggested that the City be more aggressive on promoting its accomplishments. Last, involving the public and informing them on projects and future planning is important.

22. Adjourn:

**Kruse adjourned the meeting by unanimous consent**

Meeting adjourned at 8:28 p.m.

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Kirby Kruse, Mayor

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

**Telecommunication Commission Minutes**  
**Dec 30<sup>th</sup>, 2011**

1. Call to Order:

Wendell Woodcock called the meeting to order at 11:37am.

2. Roll Call:

Commission Members Present: Wendell Woodcock, Virgil Meier, Forrest Fosheim, Dominic Jones, Corey Maricle

Commission Members Absent

City Staff Present: Dan Olsen, Steve Nasby

Public Present: None

3. Recommendation for Telecom Administration Assistant to Full Time:

Olsen explained that this is the position that the commission budgeted for and talked about at the Telecom Budget Meeting and the City Council Budget Meeting. A motion is needed to send this request to the City Council.

**Motion made to send the recommendation for Telecom Administration Assistant to Full time to the City Council.**

**Motion by Meier, 2<sup>nd</sup> by Maricle**

Dominic Jones arrived at the meeting; Olsen refreshed Jones on the meeting and past motions. After discussion as to where the motion to ask for additional hours for the administration assistant position was to be sent it was decided to clarify the first motion to state it should go to the personnel committee.

**Motion by Jones, 2<sup>nd</sup> by Meier to amend the previous motion to send recommendation to the Personnel Committee.**

4. Elimination of Dial up Internet Service:

Olsen explained that the current equipment used for dial up internet was purchased used 6 years ago. The equipment is having issues and needs to be replaced. The public switched telephone interface card is locking up. A new card

cannot be located for this item. A new system for dial up internet access is estimated to cost over \$2000. To get a quote an engineer will need to be hired to design the system for a RFQ.

The City of Windom has 7 customers who use their phone line to dial into the equipment to receive internet access.

Olsen suggested that we discontinue this service. Customers can be directed to another dial up provider or upsold to the lite package which is served over the fiber optic network terminal if they reside in the City of Windom service area. Some of the current users are out of the service area.

**Motion to discontinue dial up internet service and to send customers options including a free month of internet for moving to an upgrade package.**

**Motion by Meier, 2<sup>nd</sup> by Maricle**

5. Retransmission Agreements:

Olsen explained the current retransmission agreements. Many hours have been worked on these including during vacation time and holidays. The broadcasters have held their ground and are asking that we pay \$3.85 per customer. If we don't we will need to drop channels. If we don't agree to the Fox station we will have to drop Fox from Mankato and Sioux Falls. We will need to raise rates to cover these additional costs. We have not raised rates in 2 years. Programming costs have gone up every year we can no longer absorb these costs.

6. Managers' Report:

Olsen explained a new project to bring additional telephone companies into the Windomnet Network Operations Center.

**Note: Due to Customer Proprietary Network Rules, Names of customers cannot be included in the minutes. This is a Federal Requirement.**

Olsen explained that Southwest Minnesota Broadband has test customers up and working. Goal is to have 300 paying customers installed by the end of January.

Olsen explained a large network project for local businesses. This project will branch into neighboring states.

**Note: Due to Customer Proprietary Network Rules, Names of customers cannot be included in the minutes. This is a Federal Requirement.**

Olsen talked about a new business opportunity who desires telephone access. Olsen will continue to talk with prospect.

Olsen talked about the availability of an internet protocol television system that currently resides in the Windomnet NOC. He has been invited to talk with the

owner about the availability of this product. Olsen recommended that Woodcock attend the meeting with him. Olsen stated that when he can get transportation lined up he will set a meeting.

7. Adjourn:

Wendell Woodcock adjourned the meeting.

Windom Library Board Meeting  
Windom Library  
Jan. 10, 2012  
5:05 p.m.

1. Call to order: The meeting was called to order by Joan Hunter at 5:05 p.m.
2. Roll Call:
  - Members Present: Jan Johnson, Kathy Hiley, Anita Winkel, Charles Reid, Mary Erickson, Beth Fleming and John Duscher
  - Members Absent: None
  - Library Staff Present: Joan Hunter
  - City Council Member Present: None

3. Election of Officers:

Jan Johnson was nominated by Kathy Hiley and seconded by Anita Winkel for the position of Chairperson. Mary Erickson motioned that nominations cease and was seconded by John Duscher. Jan Johnson was unanimously elected Chairperson.

John Duscher was nominated by Charles Reid and seconded by Anita Winkel for the position of Vice-chair. Kathy Hiley motioned that nominations cease and was seconded by Anita Winkel. John Duscher was unanimously elected Vice-chair.

Kathy Hiley was nominated by Beth Fleming and seconded by Mary Erickson for the position of Secretary. Anita Winkel motioned that nominations cease and was seconded by Charles Reid. Kathy Hiley was unanimously elected Secretary.

4. Agenda and Minutes:

Motion by Anita Winkel and seconded by John Duscher to approve the Agenda as amended and the Minutes.

5. Financial Report:

Joan reported that the actual spending for 2012 exceeded the budget by \$5,566.56. The advance payment to Plum Creek accounts for \$5,200 of this amount.

Motion by Anita Winkel and seconded by John Duscher to approve the Financial Report.

6. Librarians Report:

Joan reported that the adult winter reading program, "Hot Reads for Cold Nights" has started with 61 people signed up so far. Participants log books they have read from the library and they receive a candy bar after they have read 12 books. The program runs through March.

The City Council will vote next Tuesday on open board positions. Charles Reid and Anita Winkel whose terms were up have agreed to serve again with the approval of the City Council.

Motion by John Duscher and seconded by Charles Reid to approve the librarian's report.

7. Old Business:

The end caps for the bookshelves arrived and have been installed.

8. New Business:

The children's library received a gift of \$200 from Dorothy VanNorman.

9. New Book Suggestions:

The board presented their suggestions.

10. Adjourn:

Motion by John Duscher, seconded by Beth Fleming to adjourn.

Meeting adjourned at 5:14 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary

**ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM  
MINUTES  
JANUARY 12, 2012**

1. Call to Order: The meeting was called to order by President Erickson at 12:02 p.m.
2. Roll Call & Guest Introductions:  
EDAWN Commissioners: Juhl Erickson, Trevor Slette, Sally Larson and Corey Maricle.  
Absent: Kelsey Fossing.  
  
Also Present: EDA Staff – Mary Hensen, Admin. Asst.; City Administrator Steve Nasby, Mayor Kirby Kruse; Lisa Fredin, WADC Liaison; Rahn Larson (Citizen), and Bob Messer.
3. Election of Officers:
  - A. President – 1-Year Term:  
**Motion by Commissioner Slette, seconded by Commissioner Maricle, to elect Juhl Erickson as President. Motion carried 4-0.**
  - B. Vice President – 1-Year Term:  
**Motion by Commissioner Maricle, seconded by Commissioner Slette, to elect Sally Larson as Vice President. Motion carried 4-0.**
  - C. Secretary-Treasurer – 1-Year Term:  
**Motion by Commissioner Erickson, seconded by Commissioner Larson, to elect Trevor Slette as Secretary-Treasurer. Motion carried 4-0.**
4. Approval of Minutes:  
**Motion by Commissioner Larson, seconded by Commissioner Slette, to approve the Minutes of the EDA Meeting held on December 19, 2011. Motion carried 4-0.**
5. EDA 2011 Annual Report: Pursuant to state statutes, the EDA is required to submit an annual report of its activities for the preceding year. After review of the proposed annual report, the following action was taken.  
  
**Motion by Commissioner Larson, seconded by Commissioner Slette, to approve the EDA's 2011 Annual Report and authorize EDA Staff or the City Administrator to present this report to the Windom City Council. Motion carried 4-0.**
6. Executive Director Position
  - A. Options & Directions from Board: Mark P. Hanson's resignation as EDA Executive Director was accepted by the Windom City Council effective January 3, 2012. The Board received a copy of the current job description for the Executive Director position. There was a discussion concerning the Board's wishes regarding whether there should be a fulltime executive director (as the position currently exists), whether the position should be combined with another city entity (such as the HRA), whether a new EDA Coordinator position should be established which would have less authority than the EDA Executive Director position and be set at a lower grade on the salary schedule, or whether there should be an interim executive director pending the hiring of a new fulltime EDA Executive

Director. There was further discussion concerning whether the procedure would be similar to the last round which utilized a scoring system and also when to start advertising the position. The Board discussed a tentative timetable for submission of applications, review of applications and selection of candidates for interviews, submission of recommendations to the City Council, and possible start date for a new executive director.

**Motion by Commissioner Slette, seconded by Commissioner Maricle, to recommend to the City Council that the procedure to hire a fulltime EDA Executive Director, as the position currently exists, be commenced immediately; and that the EDA Board, assisted by City Staff, be authorized to advertise the position, conduct interviews, and make recommendations to the City Council concerning the filling of this position. Motion carried 4-0.**

There was a discussion concerning the minimum qualifications for the position as listed in the current job description for the EDA Executive Director; and specifically, whether an applicant's comparable experience could be substituted for the required three years of experience in community or economic development.

**Motion by Commissioner Larson, seconded by Commissioner Slette, to amend the last sentence of the "Minimum Qualifications" section of the job description for the EDA Executive Director to read: "Comparable experience may be substituted for the minimum educational or work requirements at the option of the EDA Board, Selection Committee, and City Council." Motion carried 4-0.**

7. Current Projects
  - A. Update: City Staff updated the Board on current projects.
  - B. Next Steps: There was a brief discussion concerning next steps for the various projects.
8. 2012 Goals – Preliminary Discussion: It was the consensus of the Board to continue with the 2011 goals and allow a new EDA Executive Director the opportunity for input concerning 2012 goals.
9. Miscellaneous Information
  - A. River Bluff Townhomes – Monthly Financial Report: The Board received copies of the financial report provided by Van Binsbergen & Associates for the period ending November 30, 2011.
  - B. Schedule of Regular EDA Meetings: The Board received a schedule of the regular meetings for 2012.
10. Adjourn: By consensus, President Erickson adjourned the meeting at 12:56 p.m.

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Trevor Slette, EDA Secretary-Treasurer

Attest: \_\_\_\_\_  
Juhl Erickson, President

Date/Time received: 1/12/12 4:00

Agenda Request Form

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

Name: Frank Dorpinghaus Telephone No: 507 832 8184

Address: 1524 5<sup>th</sup> Ave Windsor

Date of Council Meeting: 1-17-12 (Agenda item must be turned into the city office by Friday noon preceding the Tuesday meeting.)

Subject: National Defense Authorization Act

Have you brought this to the attention of the appropriate department head? No  
Committee? No

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

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

Frank Dorpinghaus  
Signature

Paid 1/6/12  
 CK 2057  
 H 82161  
 # 25.00

**Minnesota Lawful Gambling**  
**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:  
 - conducts lawful gambling on five or fewer days, and  
 - awards less than \$50,000 in prizes during a calendar year.

Application fee	
If application postmarked or received:	
less than 30 days before the event	more than 30 days before the event
<b>\$100</b>	<b>\$50</b>

**ORGANIZATION INFORMATION** Check# \_\_\_\_\_ \$ \_\_\_\_\_

Organization name <b>Des Moines River Ducks Unlimited</b>	Previous gambling permit number <b>X-17002-10-002</b>
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Minnesota tax ID number, if any	Federal employer ID number, if any
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**Type of nonprofit organization.** Check one.

Fraternal  
  Religious  
  Veterans  
  Other nonprofit organization

Mailing address <b>P.O. BOX 142</b>	City <b>WINDOM MN</b>	State	Zip Code <b>56101</b>	County <b>COTTONWOOD</b>
Name of chief executive officer (CEO) <b>John Anderson</b>	Daytime phone number <b>822-0286</b>	Email address		

**Attach a copy of ONE of the following for proof of nonprofit status.**

Do not attach a sales tax exempt status or federal employer ID number as they are not proof of nonprofit status.

**Nonprofit Articles of Incorporation OR a current Certificate of Good Standing .**  
 Don't have a copy? This certificate must be obtained each year from:  
 Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155  
 Phone: 651-296-2803

**IRS income tax exemption [501(c)] letter in your organization's name.**  
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

**IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
 If your organization falls under a parent organization, attach copies of both of the following:  
 a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and  
 b. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place. <b>WINDOM COMMUNITY CENTER WINDOM 56101 COTTONWOOD</b>			
Address (do not use PO box) <b>1750 COTTONWOOD LAKE DRIVE</b>	City or township <b>WINDOM</b>	Zip Code <b>56101</b>	County <b>COTTONWOOD</b>

Date(s) of activity (for raffles, indicate the date of the drawing)  
**APRIL 14 2012**

Check the box or boxes that indicate the type of gambling activity your organization will conduct:

Bingo*	Raffles	Paddlewheels*	Pull-Tabs*	Tipboards*
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* **Gambling equipment** for pull-tabs, bingo paper, tipboards, and paddlewheels must be obtained from a distributor licensed by the Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to [www.gcb.state.mn.us](http://www.gcb.state.mn.us) and click on List of Licensed Distributors, or call 651-639-4000.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT**

**If the gambling premises is within city limits,** a city official must check the action that the city is taking on this application and sign the application.

The application is acknowledged with no waiting period.

The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print city name \_\_\_\_\_

*On behalf of the city, I acknowledge this application.*  
**Signature** of city personnel receiving application

Title \_\_\_\_\_ Date \_\_\_\_\_

**If the gambling premises is located in a township,** a county official must check the action that the county is taking on this application and sign the application. **A township official is not required to sign the application.**

The application is acknowledged with no waiting period.

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

The application is denied.

Print county name \_\_\_\_\_

*On behalf of the county, I acknowledge this application.*  
**Signature** of county personnel receiving application

Title \_\_\_\_\_ Date \_\_\_\_\_

**(Optional) TOWNSHIP:** *On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. [A township has no statutory authority to approve or deny an application [Minnesota Statute 349.166]]*

Print township name \_\_\_\_\_

**Signature** of township official acknowledging application

Title \_\_\_\_\_ Date \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE** Print form and have CEO sign

*The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the date of our gambling activity.*

Chief executive officer's signature Jonathan R Anderson Date 1-5-12

**Complete a separate application** for each gambling event:

- one day of gambling activity
- two or more consecutive days of gambling activity
- each day a raffle drawing is held

**Send application with:**

- a copy of your proof of nonprofit status, and
- application fee for each event

Make check payable to "State of Minnesota."

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

**Financial report and recordkeeping required**

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at [www.gcb.state.mn.us](http://www.gcb.state.mn.us). Within 30 days of the activity date, complete and return the financial report form to the Gambling Control Board.

**Questions?**  
 Call the Licensing Section of the Gambling Control Board at 651-639-4000.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

**Data privacy notice:** The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

**Reset Form**

**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:  
 - conducts lawful gambling on five or fewer days, and  
 - awards less than \$50,000 in prizes during a calendar year.

Application fee	
If application postmarked or received:	
less than 30 days before the event	more than 30 days before the event
<b>\$100</b>	<b>\$50</b>

**ORGANIZATION INFORMATION** *12-1-2011* Check# *15436* \$ *25.00*

Organization name *WINDOM CHAMBER OF COMMERCE* Previous gambling permit number *X-05127-11-001*

Minnesota tax ID number, if any *9332885* Federal employer ID number, if any

Type of nonprofit organization. Check one.  
 Fraternal  Religious  Veterans  Other nonprofit organization

Mailing address *303 9TH ST* City *WINDOM* State *MN* Zip Code *56101* County *Cottonwood*

Name of chief executive officer (CEO) *CHERYL HANSON* Daytime phone number *507-831-2752* Email address *windamchamber@windomnet.com*

**Attach a copy of ONE of the following for proof of nonprofit status.**

Do not attach a sales tax exempt status or federal employer ID number as they are not proof of nonprofit status.

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing .  
 Don't have a copy? This certificate must be obtained each year from:  
 Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155  
 Phone: 651-296-2803

IRS income tax exemption [501(c)] letter in your organization's name.  
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)  
 If your organization falls under a parent organization, attach copies of both of the following:  
 a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and  
 b. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.  
*THE EAGLES CLUB*

Address (do not use PO box) *821 4TH AVE* City or township *WINDOM MN* Zip Code *56101* County *Cottonwood*

Date(s) of activity (for raffles, indicate the date of the drawing)  
*Feb. 9 March 8 April 5 May 3 2012*

Check the box or boxes that indicate the type of gambling activity your organization will conduct:  
 Bingo\*  Raffles  Paddlewheels\*  Pull-Tabs\*  Tipboards\*

\* Gambling equipment for pull-tabs, bingo paper, tipboards, and paddlewheels must be obtained from a distributor licensed by the Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to [www.gcb.state.mn.us](http://www.gcb.state.mn.us) and click on List of Licensed Distributors, or call 651-639-4000.

*to copy of Windom*

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT**

**If the gambling premises is within city limits,** a city official must check the action that the city is taking on this application and sign the application.

The application is acknowledged with no waiting period.

The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print city name \_\_\_\_\_

*On behalf of the city, I acknowledge this application.*  
**Signature** of city personnel receiving application \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**If the gambling premises is located in a township,** a county official must check the action that the county is taking on this application and sign the application. **A township official is not required to sign the application.**

The application is acknowledged with no waiting period.

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

The application is denied.

Print county name \_\_\_\_\_

*On behalf of the county, I acknowledge this application.*  
**Signature** of county personnel receiving application \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**(Optional) TOWNSHIP:** *On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. [A township has no statutory authority to approve or deny an application [Minnesota Statute 349.166]]*

Print township name \_\_\_\_\_

**Signature** of township official acknowledging application \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE** Print form and have CEO sign

*The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the date of our gambling activity.*

Chief executive officer's signature Cheryl Hanson Date 1-13-2012

**Complete a separate application** for each gambling event:

- one day of gambling activity
- two or more consecutive days of gambling activity
- each day a raffle drawing is held

**Send application with:**

- a copy of your proof of nonprofit status, and
- application fee for each event

Make check payable to "State of Minnesota."

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

**Financial report and recordkeeping required**

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at [www.gcb.state.mn.us](http://www.gcb.state.mn.us). Within 30 days of the activity date, complete and return the financial report form to the Gambling Control Board.

**Questions?**  
 Call the Licensing Section of the Gambling Control Board at 651-639-4000.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

**Data privacy notice:** The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

**Reset Form**



## City of Windom Staff Report

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**To:** Mayor and Windom City Council  
**From:** Economic Development Authority of Windom  
**Date:** January 12, 2012  
**Council Meeting Date:** January 17, 2012  
**Item Title/Subject:** 2011 EDA ANNUAL REPORT

Pursuant to Minnesota Statutes, the EDA is required to provide a report of its activities for each calendar year.

The EDA Board of Commissioners has approved the 2011 EDA Annual Report and has directed EDA Staff or the City Administrator to submit this report to the City Council.

Attached is the 2011 Annual Report of the Economic Development Authority of Windom for your review.

Should you have any questions, please do not hesitate to contact our office. The City Administrator will present the report as I will be unavailable at that time due to surgery.

Requested Action: Accept the EDA's 2011 Annual Report.

Respectfully submitted,

Economic Development Authority of Windom

*Mary Hensen*

By Mary Hensen, EDA Admin. Asst.

Attachment

# ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM

## 2011 ANNUAL REPORT

TO: MAYOR AND CITY COUNCIL

FROM: ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM

DATE: JANUARY 12, 2012

The year ending December 31, 2011, presented the Economic Development Authority of Windom with opportunities and challenges. In 2011, the Windom EDA continued to actively promote economic growth and vitality in the Windom area through its efforts with new entrepreneurs.

The EDA officers were elected on January 10, 2011. The Members of the Authority during 2011 were:

President -	Juhl Erickson	(At-Large Member)
Vice President -	Trevor Slette	(At-Large Member)
Secretary/Treasurer -	Sally Larson	(At-Large Member)
Commissioner -	Corey Maricle	(City Council Representative)
Commissioner -	Kelsey Fossing	(City Council Representative)
WADC Liaison -	Lisa Fredin	(Non-Voting Liaison)
Mayor (Council Liaison) -	Kirby Kruse	(Non-Voting Liaison)

Mark P. Hanson served as the EDA Executive Director from January 18, 2011, through January 3, 2012.

On March 14, 2011, the EDA Board approved the following Strategic Goals for 2011:

**Strategic Goal 1: Recruit a manufacturing, distribution or other commercial business to locate in Windom.**

Actions Taken in 2011: Two presentations were made to the same developer concerning property details for the North Windom Industrial Park, infrastructure status, and incentive possibilities. Contact information for potential contractors for the project was provided to the developer. Data was gathered concerning a potential TIF district for the North Windom Industrial Park together with preliminary estimates of valuations and property taxes, based on 2010 assessment valuations, in the event that new buildings were to be constructed in the North Windom Industrial Park.

The EDA consulted with several individuals concerning business plans and other requirements to start new businesses. The EDA also provided technical assistance to two other business prospects—one who relocated an existing business in Windom and the other who opened a new business on the square.

The EDA contacted the owners and representatives of properties along the Highway 60 corridor and specifically the former locations of the Towleron dealership, HyVee, Lewis Drug, and Bolin Lumber concerning potential sales of these properties. Contact was also made to a hydrologist and engineer regarding the possibility of acquiring flood plain information for that area.

**1. Engage in new marketing efforts (websites, social network, collaboration) to create awareness of Windom's land/commercial assets.**

Actions Taken in 2011: The EDA Executive Director collaborated with representatives of Finding Windom concerning establishment of a community portal.

**2. Respond to Minnesota Department of Employment & Economic Development (DEED) and Community Venture Network (CVN) regarding prospects they provide.**

Actions Taken in 2011: Communications were ongoing with Lisa Hughes, the regional DEED representative, and two CVN Meetings yielded two prospects. One prospect has visited Windom and the other is scheduled to visit in January, 2012.

**3. Research possible funding sources to support potential projects.**

Actions Taken in 2011: The EDA Executive Director consulted with several small business prospects, including the River City Eatery, concerning financial assistance available through the WADC and the Southwest Initiative Foundation.

**4. Create an inventory of available properties.**

Actions Taken in 2011: Inventories of available highway commercial/industrial lots and available residential lots were prepared. A list of all manufacturing entities within 40 miles of Windom was compiled and forwarded to a prospect.

**Strategic Goal 2: Research and contact retail prospects i.e. grocery store/restaurant to locate or expand in Windom.**

**1. Research potential grocery store and restaurant opportunities for Windom by visiting similar communities, approaching current business owners, utilizing research tools such as business directories, electronic searches and referrals, and networking.**

Actions Taken in 2011: Contacts were made early in 2011 with representatives of a grocery store chain and other possible independent grocers concerning the possibility of securing an additional grocery store in Windom. The EDA Executive Director worked closely with one of the principals in the development phase of the River City Eatery.

**2. Create an inventory of available properties.**

Actions Taken in 2011: Inventories were prepared as outlined in Strategic Goal 1.

**Strategic Goal 3: Collaborate with local manufacturing, distribution or other commercial businesses to expand/remain within the City of Windom.**

**1. Work with existing, local manufacturing/distribution companies concerning leases and/or property needs.**

Actions Taken in 2011: Visits were made to each manufacturing and/or distribution company in Windom to gather information concerning their needs. The EDA provided updated information to a local manufacturing company concerning the possible expansion of an existing leased facility and also provided information concerning a potential relocation by one of the company's suppliers. The EDA negotiated a three-year lease of the EDA Spec Building with Toro representatives. A connection was made between a local business and PM Windom regarding the possibility for the local business to provide a service utilized in PM's operations. Visits were also made to banks, retail businesses, and real estate agencies to discuss their needs and plans. Discussions were held with three businesses concerning potential succession plans.

**Strategic Goal 4: Align with government and local organizations to promote the community as a whole.**

**1. Align with the City of Windom, ISD 177, HRA, Chamber of Commerce, WADC, Finding Windom etc. to better market the community.**

Actions Taken in 2011: The EDA Executive Director assisted with MIRC activities including a presentation at a Blandin Broadband Conference in Duluth and a site visit by Blandin officials and the NTIA to showcase Windom's broadband accomplishments. He also interacted with BARC, WECC and the Chamber concerning upgrades to their websites and secured a \$1,500 grant from the University of Minnesota Extension Service (in conjunction with the MIRC Program) to provide for two community workshops. These workshops introduced business owners to online opportunities for promotion of their businesses.

**2. Research the missions/vision of local organizations to develop a working relationship to align efforts.**

Actions Taken in 2011: The EDA Executive Director assisted with the development of a new marketing plan for WECC. The EDA loaned \$19,500 to BARC for the remodeling of office space which was rented to a new tenant (WENCK Associates). BARC was awarded a \$750 grant from the EDA for use in establishing a business incubator office. The EDA has been working closely with the HRA concerning a new "residential rental rehab program" sponsored by the HRA. The EDA is also working with the HRA on a potential "blighted homes program" for 2012.

**3. Update the city website to promote the community's assets.**

Actions Taken in 2011: The EDA Executive Director worked with the City's web designer, in conjunction with Steve Nasby and Denise Nichols, on elements of a revised City website.

**Strategic Goal 5: Work with the Chamber of Commerce and WADC to partner with property owners to invest in their properties in order to preserve the business district.**

Actions Taken in 2011: The EDA proposed a façade improvement project to the Chamber and WADC. The EDA contacted Emily Northey with the Minnesota Mainstreet Program and she presented a workshop in Windom concerning the program and the process to be designated as a "Minnesota Mainstreet" City. The Mainstreet Manager for Owatonna presented a program to the EDA Board concerning their mainstreet projects. An application was presented to the Remick Foundation requesting funding for business redevelopment in the downtown, neighborhood, and highway business districts. The Trustees chose to forego approval of that application in favor of a project to benefit the City as a whole. The EDA Board has approved the submission of another application to the Remick Foundation requesting funding for five new city entrance signs and a beautification project for the streetscape of several blocks on the west side of Highways 60/71 in Windom.

Other Activities: In 2011, a listing of property tax comparisons for Windom and surrounding cities was compiled. The Cottonwood County Assessor also presented information to the EDA Board concerning the effects of market value exclusion, tax rate changes, base rate changes, and their methods for establishing property valuations. The EDA Staff worked with other City Staff to edit and revise the City's proposed Strategic Plan for presentation to the City Council.

The EDA is currently working on several projects which should come to fruition in 2012. The Board members are optimistic concerning the plans for 2012.

mah

# MEMORANDUM



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

**TO:** City Council  
**FROM:** EDA Board of Directors  
**DATE:** January 12, 2012  
**RE:** EDA Executive Director's Position – Recommendation

On the January 12, 2012 the EDA Board of Directors discussed the options for filling the position due to the resignation of Mark Hanson.

**The EDA Board is recommending that the position remain “as is” as a full-time EDA Executive Director. Additionally, the EDA Board is recommending that the position be advertised immediately and that a minor change to the job description (see attached) be made to allow for professional experience in other comparable fields be considered as pre-requisites for the position.**

Other options that were discussed included:

- Changing the position to combine the Economic Development Authority with the Housing and Redevelopment Authority.
- Creating a new Economic Development Coordinator position that would be at a lower pay grade, and then have this position overseen on a daily basis by the City Administrator.
- Engaging an interim EDA Director on a full-time or part-time basis until the EDA Director's position is re-filled.

Pending City Council approval the position the proposed timeline is as follows:

- Advertise position on or before January 23, 2012
- Applications due February 9, 2012
- EDA selection of applicants for interview on February 13, 2012
- Interviews February 20-29, 2012
- Second Round of Interviews (if needed) March 1-8, 2012
- Recommendation to City Council for Consideration March 20, 2012
- Start Date Approximately April 16, 2012 (or earlier depending on interview schedules)

# **CITY OF WINDOM**

## **JOB DESCRIPTION**

(1/12/12)

**Job Title:** Executive Director  
**Department:** Economic Development Authority of Windom  
**Supervisor:** Administrative – City Administrator, Policy – EDA Board & City Council  
**Grade:** 21  
**Hours Required:** 40 Hours (Additional hours may be necessary to fulfill requirements of the job.)

### **SCOPE OF POSITION:**

General Statement of Duties: Performs responsible administrative and professional work promoting, facilitating, and coordinating development activities for the city; performs related duties as required.

Supervision Received: Works under the administrative direction of the City Administrator and policy direction from the Economic Development Authority and the City Council.

Supervision Exercised: Exercises general and technical supervision over administrative assistant, contractors and/or volunteers, as required.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

The listed examples may not include all duties performed.

Provides information and assistance to existing and new businesses and industries in locating, relocating, or expanding in the Windom area. Assists with activities designed to attract new businesses and industries to the community.

Makes arrangements for purchase, sale, and encumbering of land for economic development purposes including, but not limited to, industrial parks and commercial development, as directed by the Board.

Develops sources of prospective businesses and industries to relocate in Windom.

Maintains database and facilitates marketing of available sites and buildings.

Creates and maintains information related to the availability of the labor force.

Assists developers in obtaining financing for projects and provides technical assistance during the projects.

Consults with the Zoning Administrator and Windom Planning Commission regarding land use planning.

Acts as a liaison with business partners, such as developers, city business owners, Southwest Regional Development Commission, Southwest Minnesota Housing Partnership, Minnesota Department of Employment and Economic Development, State Legislators, and all other agencies, as needed.

Researches, applies for, and assists in administering appropriate grant or loan programs for the City, i.e., City's Revolving Loan Fund Program, EDA Loan Pool, Small Cities Development Program, and other programs, as applicable.

Prepares or assists in the preparation of all required reports including, but not limited to, the EDA's annual report to the City Council, TIF reports required by the Minnesota State Auditor, reports required by DEED.

Represents the City/EDA at public meetings, hearings, and conferences.

Attends meetings of various committees and organizations as requested by the Authority including, but not limited to, City Council, Chamber of Commerce, Windom Area Development Corporation, Planning Commission, and Board of Adjustment.

Coordinates volunteers who assist with development activities.

Supervises the administrative assistant, including interviewing and recommending hiring, training, assigning and prioritizing work, evaluating work, compensation and discipline, etc.

Solicits and oversees the use or implementation of goods and services from contractors, engineers, architects, and consultants, as directed.

Provides business information services, such as research and customer services, and refers to other governmental services as appropriate.

Under the direction of the Authority, develops and implements short- and long-range plans for economic development.

Evaluates potential projects to determine feasibility and community impact and makes recommendations to the Authority.

Promotes an awareness and involvement within the community concerning economic development.

Prepares and administers annual department budget.

Approves bills, deposits, and allocation of accounts.

Provides day-to-day management of EDA properties including, but not limited to, overseeing and arranging for the maintenance and upkeep of EDA-owned property and/or other EDA obligations.

All other duties as assigned and directed by the EDA, City Administrator, or City Council.

### **KNOWLEDGE, SKILLS, ABILITIES**

Working knowledge of real estate, finance, marketing, and related areas.

Working knowledge of industrial, residential, and commercial property development.

Working knowledge of government processes, services, planning, and economic research.

Working knowledge of laws, rules and regulations related to development and finance.

Ability to plan, direct, and coordinate development activities, including interaction with affected city departments.

Ability to communicate effectively, both orally and in writing, with state and federal agencies, private businesses, elected officials, community volunteers, potential developers, city staff, and the general public.

Ability to develop project alternatives, including costs, advantages, and disadvantages.

Ability to analyze data, prepare financial statements, budgets, and reports.

Ability to supervise staff, coordinate volunteers, and oversee contractors.

### **MINIMUM QUALIFICATIONS**

Bachelor's degree with major coursework in finance, real estate, marketing, economics, local and urban affairs, or a related field and three years of experience in community or economic development. Comparable experience may be substituted for the minimum educational or work requirements at the option of the EDA Board, Selection Committee, and City Council.

### **DESIRABLE QUALIFICATIONS**

Five to seven years of experience in municipal economic development.

The job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer as the needs of the employer and requirements of the job change.

**RESOLUTION #2012-**

**INTRODUCED:**

**SECONDED:**

**VOTED: Aye:**

**Nay:**

**Absent:**

**CITY OF WINDOM**

**RESOLUTION APPROVING AMENDMENTS  
TO THE FEES AND CHARGES SCHEDULE**

**WHEREAS**, the City Council has the authority to establish fees and charges for municipal services, admissions and rentals; and

**WHEREAS**, the City Council periodically establishes fees and charges for municipal services; and

**WHEREAS**, a "Fees and Charges Schedule" has been created to consolidate the service fees and charges for all city departments into one document; and

**WHEREAS**, City Staff have reviewed current fees and charges for their departments and have, if applicable, included recommended adjustments of such fees and charges in the schedule; and

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

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

The "Fees and Charges Schedule" dated January 1, 2012, is hereby adopted and all fees and charges are amended as set forth in said schedule.

Adopted this 17th day of January, 2012.

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Kirby G. Kruse, Mayor

ATTEST:

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Steven Nasby, City Administrator



# CITY OF WINDOM FEES & CHARGES SCHEDULE

January 01, 2012

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
<b>GENERAL GOVERNMENT</b>			
	Liquor License On Sale Sunday	2,000.00 200.00	
	Wine License On Sale	150.00	
	Beer License On-Sale (3.2 Only) Strong Beer Authorization Temporary On-Sale Liquor – Per Day	100.00 100.00 25.00	Resolution #2011-59
	Set-Up License	250.00	
	Spring Cleanup	1.00/per month/all residential utility customers	
	<b>Other Business Licenses/Permits</b> Dance Permit – Per Day Police fee for Dance – Per Hour/Per Officer Cigarette Game of Skill Peddler/Solicitor/Transient Merchant – Annual Initial Investigation fee Exempt Permit Premise Permit	10.00 40.00 20.00 50.00 first game each additional game 40.00 20.00 25.00 25.00	
	NEW FEE		
	NEW FEE		

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	<p>Sales of Maps, etc.  8 1/2"x11"  Map - 24"x24"  Photo Copies  Letter size - each page  Legal size - each page  11" x 17" size - each page  Color copies - each page  Fax Charges  Sending: 1<sup>st</sup> page  Each additional page  Receiving Each page  Paper punch/binding - per page  Set of address labels from utility customer listing (water/sewer only)  Utility customer detail (as allowed by law)</p>	<p>.00  2.00  .25  .25  .35  1.00  1.00  .50  .50  .05  50.00  100.00</p>	
	<p><b>Assessment Certificates</b></p>	<p>20.00</p>	
	<p><b>Filing Fees:</b>  City Council Seat  Annexation Petition Fee</p>	<p>5.00  25.00</p>	<p>MN Statutes</p>
	<p><b>Miscellaneous</b>  City Code Updates  Information retrieve/records search  City Charter  Overdue Book Fine  Logo Caps &amp; Cups</p>	<p>25.00  Hrly. pay rate of staff  5.00  10¢ per day  5.00 + tax</p>	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
<b>BUILDING &amp; ZONING:</b>			
<b>Building Permits:</b>			
<b>Total Valuation</b>	<b>Fee</b>		Resolution #2001-34
\$1-\$500	\$21.00		
\$501-\$2,000	\$21.00 for the first \$500, plus \$2.75 for each additional \$100 or fraction thereof, to and including \$2,000.		
\$2,001-\$25,000	\$62.25 for the first \$2,000, plus \$12.50 for each additional \$1,000 or fraction thereof, to and including \$25,000.		
\$25,001-\$50,000	\$349.75 for the first \$25,000, plus \$9.00 for each additional \$1,000 or fraction thereof, to and including \$50,000.		
\$50,001-\$100,000	\$574.75 for the first \$50,000, plus \$6.25 for each additional \$1,000 or fraction thereof, to and including \$100,000.		
\$100,001-\$500,000	\$887.25 for the first \$100,000, plus \$5.00 for each additional \$1,000 or fraction thereof, to and including \$500,000.		
\$500,001-\$1,000,000	\$2,887.25 for the first \$500,000 plus \$4.25 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.		
\$1,000,001+	\$5012.25 for the first \$1,000,000 plus \$2.75 for each additional \$1,000 or fraction thereof.		
State Surcharge Fee	.0005 x total value of construction		
Plan Review Fee	65% of City's building permit fee for Commercial 35% of City's building permit fee for Residential		
Connection Fees	Sewer Connection: \$75.00 Water Connection: \$75.00 + 5.16 sales tax = \$80.16		
Refunds	Written request; refunds at discretion of Building Official. <u>If project not started:</u> Within 5 days of application date - City's permit fee, state surcharge and 80% of plan review fee; within thirty (30) days of application date -80% of City's permit fee, no refund of state surcharge or plan review fee.		
Manufactured Home Installation Fee	\$150.00		
Inspection Fee	Outside City (Minimum Charge = 2hrs)	45.00/hour	
	<b>Conditional Use Permits/Variances (Includes Recording Fee)</b>	150.00 25.00	
	<b>Zoning &amp; Subdivision Fees</b>		

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Subdivision (Chapter 12) – Platting (Developer responsible for recording fees) P.U.D. (includes recording fees) Minor Subdivisions (Developer responsible for recording fees) Preliminary Staff Review Amendment to Zoning Ordinance (Rezoning) (includes recording fee) Zoning Amendment (Re: Text) (does not include recording fees) Vacation of Public Way (includes recording fee)	120.00 120.00 50.00 0.00 150.00 70.00 70.00	
	<b>Other Permits</b> Excavation in City black top or concrete street Wall Signs Ground and pedestal signs/billboard signs Portable signs/temporary signs/misc. Demolition Permit Moving Permit Fireworks (sales & storage)	300.00 9.50 (each) 9.50 (each/per period) .00 25.00 50.00 50.00	
	<b>Reimbursements</b> Weed Control	Labor cost + \$10 administration fee	
	Recording/Satisfaction Fees	Actual cost	
	Document Preparation & Attorney Review for Initial Loan, Assumptions, Subordinations and Refinancing	Actual cost	
<b>PUBLIC SAFETY:</b>			
	<b>Animal License (Cat &amp; Dog)</b> Unspayed Female All others	8.00 + tax 5.00 + tax	
	<b>Accident &amp; investigation Report</b> First copy (if not directly involved party)	5.00 + .25 per page (after 2 pages)	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Each additional picture Mail	.25 Actual cost	
	<b>Parking Tickets</b> General Parking – No Parking (2:00 a.m- 6:00 a.m.) No Parking in Alley Parking over 36 hours Time Limit on Parking Truck Parking Vehicle Repair on Street Parking for Advertising or Selling Parking Restrictions on Co. Rd. 13 Snow Emergency	34.00 33.00 33.00 33.00 33.00 30.00 33.00 33.00 30.00	Section 9.02 Section 9.20 Section 9.20(1) Section 9.20(2) Section 9.21 Section 9.25 Section 9.26 Section 9.27 Section 9.30
	<b>Animal (Cat &amp; Dog) Impound, Boarding</b> Impound No License With License Boarding No License With License	40.00 + tax 20.00 + tax 15.00 (per day) + tax 10.00 (per day + tax)	
	<b>Administrative Fees:</b> Vehicle Impound storage	15.00/day	
	<b>Fire Department</b> Fire Call	500.00	
	<b>Ambulance Department</b> Basic Life Support Rate Advance Life Support Rate Basic Life Support Mileage rate (1-17 miles)	450.00 650.00 10.50	
<b>PUBLIC WORKS:</b>			
	<b>Street Use Permits (service cuts) - work performed by city staff</b> Cold mix bituminous Hot mix bituminous Main Street and all state-aid streets	Actual cost Actual cost Actual cost	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	<p><b>Street Equipment Labor &amp; Rental Rates (Equipment rentals are 1-hour min.)</b>  Labor rate  Unit 50 - 2004 Bobcat Loader w/attach  - 2004 Bobcat &amp; Asphalt Milling Attachment  - 2004 Bobcat &amp; Sweeper Broom Attachment  Unit 42 - 2004 International Dump Truck  - Falls Snow Plow, Falls Sander &amp; Dump Body  Unit 43 - 2004 International Dump Truck  - Falls Snow Plow, Falls Sander &amp; Dump Body  Unit 44 - 2007 International Dump Truck  - Falls Reversible Snow Plow, Sander &amp; Dump Body  Unit 45 - 1987 Case W-30 Front end Loader  Unit 81 - 2004 Sno-Go Snow Blower for Unit 45  Unit 46 - 1987 Fiat Grader  Unit 47 - 544G Front End Loader w/2.25 Yard 4 in 1 Bucket  - Snow Ranger plow for Unit 47  Unit 48 - Portable Air Compressor w/attachments  Unit 49 - 2005 Elgin Street Sweeper  328D Toro Grounds Master 72" mower  4000D Toro Grounds Master 11' Mower  3520 John Deere Utility Tractor  John Deere 3 Point Hitch 72" Mower w/Tractor  Homemade Barricade Trailer  75 - 10-12' wood homemade barricades  200 - 12" to 3' tall traffic cones  300 lin feet orange construction plastic fencing  Homemade 6x20 Trailer  Road Boss 3-point grader  Homemade portable welder/generator  Jonsered 20" chainsaw  Jonsered 14" chainsaw</p>	<p>50.00/hour  80.00/per hr  100.00/per hr  100.00/per hr  90.00/per hr  135.00/per hr  90.00/per hr  135.00/per hr  90.00/per hr  135.00/per hr  125.00/per hr  185.00/per hr  150.00/per hr  125.00/per hr  160.00/per hr  95.00/per hr  125.00/per hr  60.00/per hr  85.00/per hr  75.00/per hr  90.00/per hr  50.00/daily  10.00 each/daily  1.00 each/daily  \$10.00 per 50' /daily  35.00/per hr 280.00/dly  45.00/per hr 360.00/dy  35.00/per hr 250.00/dly  25.00/per hr 250.00/dly  25.00/per hr 150.00/dly</p>	
	<p><b>Street Materials Sold to Public</b>  Recycled bituminous  Recycled crushed concrete Material  Gravel Class 5</p>	<p>10.00/ton  12.00/ton  20.00/ton</p>	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Blacktop (cold mix/hot mix) Black Dirt Winter salt/sand mix	110.00/ton 25.00/ton 30.00/ton	
<b>COMPOST &amp; LEAF BURNING PERMIT FEES:</b>			
	Commercial Compost Permit-Annual Resident Compost Permit-Annual	55.00 + tax 15.00 + tax	Res #2007-15 Res #2007-15
	Leaf Burning Permit	5.00	
<b>CULTURE &amp; RECREATION:</b>			
	Commercial Tent Usage in Park	25.00/daily	
	Shelter House Rental Cottonwood Lake or Island Park	80.00/daily	
	Island Park Campgrounds Nightly Non Registered	10.00 10.00	
	Picnic Table Rental – Within City Parks	10.00/per/table per day	
	Picnic Table Rental - Permit holder hauls Additional day usage rate Non-Profit Group Rental – Permit holder hauls Non-Profit Additional day usage rate	15.00/per/table per-day 10.00/per/table per-day 5.00/per/table per-day 5.00/per/table per-day	
	Bleacher Rental – City hauls Bleacher Rental – Renter hauls	50.00/each/per day 35.00/each/per day	
	Labor Cost Sweeper Dump Truck Sidewalk snow removal	50.00/hour 100.00/hour 85.00/hour 100.00/hour	1 hour minimum

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	<p><b>COMMUNITY CENTER RATES</b></p> <p>Room 105 – Small Multi Use Room</p> <p>Room 117 – Senior Center/Kitchenette (1 to 4 hrs) 5 hrs After 5 hrs</p> <p>Room 120 – Senior Dining Room 5 hrs After 5 hrs</p> <p>Half Room Rates 5 hrs After 5 hrs</p> <p>Room 127/128 - Large Multi-Purpose Room 9-10 hrs After 10 hrs</p> <p>Half Room Rates 9-10 hrs After 10 hrs</p> <p>Caterer Kitchen – Partial Kitchen Use</p> <p><b>EQUIPMENT FEE PER EVENT/PER DAY</b></p> <p>Podium</p> <p>Podium/Microphone (Room 127/128)</p> <p>Portable Sound System (Room 120)</p> <p>Grease Board/Flip Chart (Dry Erase markers &amp; Eraser included)</p> <p>Overhead Projector (Screen included Rooms 105 &amp; 120)</p> <p>Portable Projector Screen</p> <p>TV/VCR</p> <p>Power Point Projector</p>	<p>20.00/hr weekday 30.00/hr/weekend 45.00/hr (1 to 4 hrs) 200.00 \$40/hr for each hr after 5 hrs</p> <p>35.00/hr (1 to 4 hrs) 150.00 \$30/hr for each hr after 5 hrs</p> <p>20.00/hr (1 to 4 hrs) 75.00 \$15/hr for each hr after 5 hrs</p> <p>60.00/hr (1 to 8 hrs) 500.00 50.00/hr for each hr after 10 hrs</p> <p>40.00/hr (1 to 8 hrs) 350.00 35.00/hr for each hr after 10 hrs \$100.00</p> <p>N/C with room rental 5.00 Srm 25.00 Large 125.00 5.00 20.00 15.00 25.00</p> <p>St 100.00 or HD200.00</p>	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	12x16 screen	50.00	
	Portable Bar - 2 available	25.00/bar	
	Dance Floor	75.00	
	Stage	100.00	
	Piano	25.00	
	Wedding Back Drop	75.00	
	Lattice Arches	1-25.00	
	Bar Set-up Fee -	3-50.00	
	Small groups (up to 50)	50.00	
	Medium groups (51-200)	150.00	
	Large groups (200 +)	250.00	
	Dumpster Fee (rooms 127 & 128)		
	Up to 300 people	25.00	
	301-600 people	50.00	
	601-1000 people	75.00	
	45 cup Coffee Pot (includes coffee, cups, napkins, cream & sugar)	15.00	
	100 cup Coffee Pot (includes coffee, cups, napkins, cream & sugar)	25.00	
	Set-up & Take Down Fees (Chairs & Tables)		
	Multi-Use Room (Half room)	75.00	
	Multi-Use Room Large - Less than 500 people	125.00	
	Multi-Use Room Large - More than 500 people	150.00	
	Fax fee	2.00/per page	
	Photocopies	25¢ per page	
	Lattice panels (4 available)	10.00 each	
	Bar Tables (set of 5)	40.00	
	8' pillar (set of 4)	40.00	
	4' pillar (set of 4)	20.00	
	Wooden Post (set of 6)	15.00	
	Potted sticks	10.00	
	Sm. children table w/benches	10.00	
	Ceiling swag		
	Full room	300.00	
	½ room	150.00	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	<b>ARENA RATES</b>		
	Season Skating Pass	60.00	
	Family	35.00	
	Individual	60.00	
	Old-Timers Hockey (Sundays)		
	Daily Admission	3.00	
	Individual	6.00	
	Old-Timers Hockey		
	Skate Rental	2.50	
	Daily	50.00	
	Seasonal		
	Hourly Ice Rate (over 100 hrs during ice season)	102.50	
	2010-2011 Season	105.00	
	2011 - 2012 Season		
	Non-Prime Time Ice Rental Rate	85.00 per hr	Resolution #2011-54
	<b>STORAGE</b>		
	Units under 20 ft	100.00	
	Units between 20-30 feet	125.00	
	Units over 30 feet	150.00	
	<b>BUILDING RENT</b>		
	1 <sup>st</sup> Day	350.00	
	2 <sup>nd</sup> Day	325.00	
	3 <sup>rd</sup> Day, Additional Days	200.00	
	<b>STALL RENT</b>		
	1 <sup>st</sup> Day	16.00	
	2 <sup>nd</sup> Day	12.50	
	3 <sup>rd</sup> Day, Additional Days	10.00	
	<b>RACQUETBALL/WALLY BALL/BASKETBALL COURT FEES</b>		
	Non-Member Adult hrly racquetball	3.00 per person/per hr	
	Non-Member Youth hrly racquetball	1.50 per person/per hr	

FUND NO.	DESCRIPTION	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	<p>Wally ball Basketball</p> <p><b>POOL FEES</b>  <b>Pool Passes</b>                      Season Pass                          Family                              after May 31                          Individual                              after May 31                      Wading Pool/Non-Swimmer Individual pass                      Student Daily Admission                      Adult Daily Admission                      Family Hour                      Swimming Lessons                      Private Pool Rental</p>	<p>20.00 per hour/court 12.50 per hour</p> <p>85.00 95.00 50.00 55.00 25.00 3.00 3.50 5.00 28.00</p> <p>75.00 minimum (up to party of 40, additional fee based on number in party/hour</p>
	<p><b>RECREATION FEES</b>                      Tykes, Kindergarten T-Ball, T-Ball and Overhand                      Nite Baseball (30/60 League)                      Softball K-6<sup>th</sup> Grade                      Fast pitch (Girls)                          12 &amp; Under                          14 &amp; Under                          18 &amp; Under                      Pony League                      Fall Flag Football &amp; Soccer                      Hershey's Track &amp; Field Games                      Sand Volleyball Team Entry Fee                      Ball Field Usage Rates                          Men's Softball League Annual Rate per/team                          Co-Ed Softball League Annual Rate per/team                          Sunday Church League Annual Rate per/team</p>	<p>35.00 35.00 35.00 35.00 55.00 60.00 50.00 30.00 35.00 150.00 150.00 50.00</p>

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Sand Volleyball Court – Non-League Special Events Rate for entire complex regardless of how many courts used. City will Prepare courts during week days only prior to event unless pre-arranged	150.00	
<b>PUBLIC UTILITIES - WATER/SEWER FUND:</b>			
	<b>Residential Charges</b> Water – Monthly minimum 0-500                      \$12.13 500-1000                \$1.10/100 cu. ft Excess 1000            \$2.48/100 cu. ft Sewer – Monthly minimum 1 <sup>st</sup> 1500 cu. ft         \$3.28/100 cu. ft 2 <sup>nd</sup> 1500 cu. ft         \$21.44 .84¢/100 cu. ft .42¢/100 cu. ft Sewer Only – Apartments             23.96 Homes                    26.48		
	<b>Commercial Charges</b> Water – Monthly minimum 0-500                      \$12.13 500-1000                \$1.10/100 cu. ft Excess 1000            \$2.48/100 cu. ft Sewer – Monthly minimum (includes the first 800 cu. ft) Over 100 Cu. Ft        \$3.28/100 cu. ft \$22.86 \$2.86/100 cu. ft		
	<b>Request for Utility Account Info</b> Picked up – (1 month) 12 months                5.00 Mailed                      30.00 Faxed                        5.50 6.00		
	<b>Service Charges</b> Late Fee per unpaid water/sewer bill Meter Bottom Replacement	5%	



FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	<b>Service Charges</b> Late Fee Reconnect Fee Reconnect Fee After Hrs Restocking Fee	5% 25.00 + tax 75.00 + tax 20%	
	Electric Dept Labor and Rental Equipment Rates Labor rate Overtime labor rate Unit 30 Pickup Truck Unit 31 Line Truck Unit 32 Bucket Truck Unit 33 Digger Truck Unit 34 Flatbed Truck Unit 35 Small Bucket Truck Unit 35A Case Trencher Unit 36 Ditch Witch Trencher Boring Tool Lifting Units to roof top or light bulb replacement	44.19/per hr 66.28per hr 10.00/per hr 20.00/per hr Minimum 100.00 per hr Minimum 100.00 per hr 20.00/per hr 50.00/per hr 50.00/per hr 50.00/per hr 8.00 a foot 50.00 plus 1/2 of labor rate charge \$21.88	
<b>AIRPORT FUND</b>			
	<b>Hangar Rental Fee</b>	35.00-90.00/month	
<b>TELECOM FUND</b>			
	<b>TELEPHONE *</b> Residential Basic Service Business Basic Service Non-published Non-listed <b>SIMPLY BASIC DOUBLE</b> – Telephone/Internet <b>SIMPLY BASIC TRIPLE</b> – Telephone/Cable/Inernet <b>DOUBLE PLAY</b> – Telephone/Expanded Video <b>TRIPLE PLAY</b> – Telephone/Expanded Video/Basic Internet	<b>monthly rate</b> 14.45 26.45 2.50 1.25 36.55 59.75 58.40 94.40	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	<b>ULTIMATE PKG</b> — Telephone (with caller ID & voice mail)/ Video(Expanded Basic+Digital Basic+30 Music+Sports pkg)/Mega 10/2 Internet * additional items are included in the telephone tariff	140.40	
	<b>VACATION RATE – Absence exceeding 90 days</b> Telephone Internet TV Non-Pay Reconnect fee (1 Or all 3)	10.00/month + taxes and US fee 5.00 per month + tax – No reconnection fee .00/mo–20.00 recon+tax 35.00 + tax	
	<b>ENHANCED CALLING FEATURES</b> Voice Mail Caller ID Call Waiting Call Forwarding Speed Dialing Selective Call Rejection Busy Call Transfer Sim Ring Line Hunting 3-Way Calling/Call Transfer <b>LONG DISTANCE CALLING</b> Basic Long-Distance Calling Rate 1-800 Long Distance Pkg 1-800	<b>monthly rate</b> 3.50 3.00 2.00 2.00 2.00 2.00 2.00 4.00 2.95 2.95 10¢/min 12¢/min \$1.99/month + 6¢/min \$3.95/month 6¢/min	
	<b>INTERNET SERVICES</b> Dial-up Internet Internet Lite Internet Basic	<b>monthly rate</b> 21.95 31.95 37.95	

FUND NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
	Internet Super	67.95	
	<b>CABLE TV SERVICES</b> Basic Expanded Silver Gold Digital Basic <b>Featured Plans</b> HD Sports HBO Showtime/TMC/Flix Starz/Encore Spanish Additional Set-Top Box HD Box DVR Remote Commercial Multi-Unit Facilities with 10 or more units and a common connection as established December 29, 2008 Expanded Basic HBO	monthly rate 24.50 46.40 55.65 66.65 69.10  12.95 6.95 14.99 12.95 12.95 4.95 2.99 4.99 14.99 20.00  8.00 per unit 4.50 per unit	Resolution #2011-45
	<b>MISC. SERVICES</b> Wire Maintenance Plan – Monthly rate  New customer installation fee (Installation fee is waived for all competitor services that switch to WindomNet) Moving Telecom Service Additional Outlet Service Call	2.95 per service or 7.95 for all three services  15.00 per service  15.00 per service 55.00 55.00	

# RESOLUTION #2012-

**INTRODUCED:**

**SECONDED:**

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

**RESOLUTION AUTHORIZING ACCEPTANCE AND EXECUTION OF  
ASSISTANCE TO FIREFIGHTERS GRANT AND AUTHORIZING EXECUTION OF  
AGREEMENTS WITH REGIONAL PARTICIPATING AGENCIES**

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**WHEREAS**, the City of Windom has received notification of the awarding of a grant by the Grant Programs Directorate's (DHS) FY 2011 Assistance to Firefighters Grant Program for the Regional Fire Grant application to purchase ARMER Radio equipment; and

**WHEREAS**, the grant is in the amount of \$483,313 and requires a five percent (5%) cash match; and

**WHEREAS**, several participating agencies will benefit from this grant and will be responsible for their pro rata share of the required match; and

**WHEREAS**, it is necessary that the City of Windom accept this grant and execute an agreement with the Federal Emergency Management Agency (FEMA) concerning the terms of the grant and execute participation agreements with the other agencies that will benefit from this grant.

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

1. The City of Windom hereby accepts the FY 2011 Assistance to Firefighters Grant set forth above, approves the terms of Grant, and agrees to act as administrator for the grant pursuant to previous agreements with the participating agencies.
2. The City of Windom certifies that it will comply with applicable laws and regulations and requirements as contained in the grant agreement and any amendments.
3. The five percent (5%) match will be provided by the City of Windom. (Each participating agency will provide matching funds in an amount equivalent to its percentage benefit from the project.)
4. The City Administrator is hereby authorized to execute the grant agreement and any amendments and required documentation on behalf of the City of Windom.
5. The City Administrator is hereby authorized to execute agreements with participating agencies and required documentation on behalf of the City of Windom.

Adopted by the Council this 17th day of January, 2012.

\_\_\_\_\_  
Kirby G. Kruse, Mayor

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

# REGIONAL FIRE GRANT BUDGET

## Regional Communication System Inventory Needs

	Portable & EMS	Fireman	Mobile	Vehicles	Pagers	Other Items	Total
	\$2,500 each	\$3,500 each	\$550 each				
City of Windom	35	50	11	11	0	0	\$126,000
18 Fire 17 EMS	\$87,500	\$38,500	\$0	\$0	\$0	\$0	
City of Mt Lake	28	46	8	8	15	0	\$106,250
11 Fire 17 EMS	\$70,000	\$28,000	\$8,250	\$0	\$0	\$0	
City of Jeffers	9	31	7	8	12	0	\$53,600
7 Fire 2 EMS	\$22,500	\$24,500	\$6,600	\$0	\$0	\$0	
City of Storden	5	29	6	6	18	0	\$43,400
4 Fire 1 1st Responder	\$12,500	\$21,000	\$9,900	\$0	\$0	\$0	
City of Westbrook	24	37	9	9	0	0	\$91,500
10 Fire 14 EMS	\$60,000	\$31,500	\$0	\$0	\$0	\$0	
	101	193	41	42	45	0	
<b>TOTAL</b>	<b>\$252,500</b>	<b>\$143,500</b>	<b>\$24,750</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$420,750</b>
<b>Total:</b>							
Regional Paging Channel Equipment & Licensing Fees - Equipment for a remote repeater system - sites							\$72,500
Training for Equipment							\$8,000
Grant Administration can not exceed 3%							\$7,500
Total Grant Request							\$508,750
Seated positions	168						\$25,438
							\$483,313

5% match

Grant Request Amount

# Agreement

**DRAFT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Windom, Minnesota, and \_\_\_\_\_ (City\County), herein "recipient".

**Recipient** agrees to furnish to the City of Windom the following from January 18, 2012, through December 31, 2012.

**Federal Grant Award Number** \_\_\_\_\_

The City of Windom has received federal funds to facilitate deployment of narrow band radios and communication equipment ("the project") for emergency services to be in compliance with the federal government mandate with an effective date of January 1, 2013. These funds are made available from FEMA through the Assistance to Firefighter's Grants.

The project to be completed by the City of Windom with cooperation from the regional recipients. All Equipment will be ordered and purchased by the City of Windom. The recipient shall receive equipment as outlined in the Regional Fire Grant Budget. Each recipient shall be responsible for 5% matching cash funds for the equipment they receive and a pro rata share of the matching funds for training and grant administration. Recipient and the City of Windom agree that recipient is a partner of the regional grant received by the City of Windom and not a subrecipient of the federal award. Recipient agrees to comply with the terms of Financial Assistance Award # \_\_\_\_\_, made by the U.S. Department of Homeland Security, FEMA Assistance to Firefighter's Grant, as a condition precedent to the agreement of the City of Windom to obtain services hereunder. All equipment purchased through this grant will remain the property of the City of Windom.

Recipient shall provide reports and information regarding funds expended in performance of its services rendered as required by the Department of Homeland Security, or other federal financial reporting formats as the City of Windom may require from time to time.

**Description of services to be provided:**

Participant will participate in the Assistance to Firefighter's Grant award administered by the City of Windom including specifically:

Purchase the following:

<u>Description of Equipment</u> (e.g. Mobile Radio)	<u>Quantity</u> (3)
SEE ATTACHED REGIONAL FIRE GRANT BUDGET	

\_\_\_\_\_

Provide a 5% cash match for equipment, pro rata share of training and grant administration.

**DRAFT**

All work must be completed in conjunction with accomplishing the goals of the FEMA program as stated in the original grant award and funds must be expended by December 31, 2012.

Upon receipt of equipment from the City of Windom to recipient, the recipient is wholly responsible for communications equipment including installation, parts, maintenance, training, operation and replacement of said equipment.

Any change to the proposed equipment must be approved by the City of Windom in a signed Addendum to this agreement before the proposed changes to the described equipment can be authorized.

City of Windom

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

Date: \_\_\_\_\_

Recipient:

\_\_\_\_\_  
Mayor or County Board Chair Signature

Date: \_\_\_\_\_



December 21, 2011

Steve Nasby  
City of Windom  
PO Box 38  
Windom, MN 56101

Thank you for your membership in the Materials Management Division's (MMD) Cooperative Purchasing Venture (CPV). Your use of state contracts is not only beneficial to your organization, but allows the state to obtain the best possible pricing and terms in our cooperative purchasing efforts.

MMD has reviewed its process for maintaining agreements and renewals for our local government CPV members. In the interest of streamlining our processes and for the convenience of our members, we have determined to eliminate the annual renewal requirement and are now allowing the agreement to extend beyond five years.

I have enclosed a new agreement for signature by your agency. Any previous agreement is void. The new agreement will remain in effect until canceled by either party (with 30 days written notice). Please have the agreement signed by an authorized person and return the original to me. A fully executed copy will be sent to you for your records after signature by the state.

Your CPV permit number/security access code will not change. Your access code enables you to utilize MMD's website to access information on all contracts available to CPV members.

When placing orders with contract vendors, be sure to reference the applicable State of Minnesota contract number to ensure you receive the State contracted pricing.

If you have any questions regarding registration, please call me at 651.201.2404. If you have any questions regarding contract information, please call the MMD HelpLine at 651.296.2600.

Sincerely,

A handwritten signature in cursive script that reads "Sherry L. Brown".

Sherry L. Brown  
Business Administrator

Enclosure

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112 Administration Building / 50 Sherburne Avenue / St. Paul, MN 55155  
Phone: 651.201.2404 / Fax: 651.297.3996 / Email: [Sherry.Brown@state.mn.us](mailto:Sherry.Brown@state.mn.us)  
Persons with a hearing or speech disability may contact us by calling Minnesota Relay at 711

*The Department of Administration is an Equal Opportunity Employer*



## COOPERATIVE PURCHASING AGREEMENT

Under the Authority of Minnesota Statutes § 16C.03, Subdivision 10  
and  
Minnesota Statutes § 471.59, Subdivision 1

This Joint Powers Agreement is between the State of Minnesota, through its commissioner of Administration, Materials Management Division ("Division") and

**CITY OF WINDOM** ("Authorized Entity").

Pursuant to Minn. Stat. § 16C.03, subd. 10, the Division acquires various supplies, commodities, equipment, and services for state agencies and governmental units (as defined in Minn. Stat. § 471.59, subd. 1) through competitive bidding or requests for proposals. The Division, through Minn. Stat. § 16C.11, and the Authorized Entity wish to combine their purchasing functions, as specifically provided below, so that the Authorized Entity may avail itself of the prices which have been agreed upon by the Division and its vendors.

The parties agree as follows:

- 1. Term.** This joint powers agreement will be effective on the date State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, and remains in effect until canceled by either party upon 30 days' written notice to the other party.
- 2. Services.** The Division will make its contracts for commodities and services, as listed on the State of Minnesota's Contract Index, available to the Authorized Entity.
- 3. Use of Division Contracts.** To purchase commodities or services from the Division's contracts, the Authorized Entity must issue a purchase order in accordance with the terms and conditions of the Division's contracts and any requirements applicable to the Authorized Entity's governing body. The Authorized Entity must send purchase orders directly to the applicable vendor and will make payments directly to the vendor in accordance with its established procedures and terms of the Division's contract. The Authorized Entity will not use the goods available under the Division's contracts for the purposes of resale. The Authorized Entity must be the end user of the goods purchased.
- 4. Liability.** The Authorized Entity agrees that neither the Division nor its employees personally assume responsibility or liability for any amounts due or claimed to be due pursuant to any purchase order entered issued by the Authorized Entity. The Authorized Entity will indemnify, save and hold harmless the Division and its employees from any loss, damage or



**COOPERATIVE PURCHASING AGREEMENT**

Under the Authority of Minnesota Statutes § 16C.03, Subdivision 10 and Minnesota Statutes § 471.59, Subdivision 1

expense, including payment of attorney fees allowable by law, which arise or may arise from the Authorized Entity's use of this joint powers agreement and from any dispute or claim arising from any transaction between the Authorized Entity and the Division's vendors, whether or not the loss, damage, dispute or claim arises during or after the period of this cooperative agreement. The Division's liability will be governed by the provisions of Minn. Stat. § 3.736.

**CITY OF WINDOM**

"Authorized Entity certifies that the appropriate person(s) have executed this cooperative agreement on behalf of the Authorized Entity as required by applicable articles, bylaws, resolutions or ordinances."

By:

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

**STATE OF MINNESOTA**

"By Delegation"

By:

\_\_\_\_\_  
Materials Management Division

\_\_\_\_\_  
(Date)

Permit Number/Access Code:

\_\_\_\_\_

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Public Safety, State Patrol Division ("State") and City of Windom, Police Department ("Governmental Unit").

**Recitals**

Under Minn. Stat. §§ 471.59, subd. 3 and 10, the State is authorized to enter into joint powers agreements with Governmental Units within the state of Minnesota, and may charge the Governmental Unit for services provided;

Under Minn. Stat. § 299D.04, the State is authorized to enter into necessary agreements for participation in a nationwide police communication system;

Under Minn. Stat. § 626.76 the State has authority to assist other peace officers in the line of their duty and within the course of their employment;

Under Minn. Stat. § 299C.46, Subd 2., the Governmental Unit is defined as a Criminal Justice Agency; and throughout this Agreement will adhere to and maintain a valid Criminal Justice Data Communications Network Agreement with the Minnesota Bureau of Criminal Apprehension (BCA) for obtaining and accessing Criminal Justice Information System (CJIS) information;

Under Minn. Stat. §§ 171.12, 171.07 Subd. 1 (a) and 168.346, and United States Code, title 18, section 2721, # 1, the Governmental Unit's law enforcement officers are authorized access to driver and vehicle information and to driver license photos for use in carrying out their duties; and

Through this agreement, the Governmental Unit is requesting connection to and access to information provided by the State's I/Mobile System for the Governmental Unit's officers for obtaining information necessary to their duties while away from the office.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** January 1, 2012, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** December 31, 2013, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Upon expiration or termination of this agreement, the Governmental Unit must immediately discontinue accessing any information provided by the State's I/Mobile System as provided in this agreement.

**2 Agreement between the Parties**

The purpose of this agreement is for the State to provide the Governmental Unit with access to the State's I/Mobile system, through software purchased and installed by the Governmental Unit on the Governmental Unit's laptop computers mounted in the Government Unit's vehicle(s).

The properly installed software and system will give the Governmental Unit:

- a) The ability to run driver's license checks, vehicle checks, driver license photos and additional Criminal Justice Information System (CJIS) queries, authorized by the BCA. The Governmental Unit agrees, pursuant to Minn. Stat. § 171.07 Subd. 1a., driver license photos may be shared with law enforcement only for the purpose in the investigation and prosecution of crimes. The Governmental Unit further agrees that additional CJIS query data information is provided under Minn. Stat. § 13.82 Subd. 24., authorizing the exchange of information by law enforcement agencies provided the exchanged information is pertinent and necessary to the requesting agency in initiating, furthering, or completing an investigation, except no public personnel data.
- b) The Governmental Unit's officers will also be able to use the provided State's I/Mobile map to show all signed on/GPS (Global Positioning System) enabled State units. The Governmental Unit's vehicle(s) will also show up on this map provided that Governmental Unit has GPS enabled vehicles and the unit is

- currently signed into the State's I/Mobile system.
- c) The ability to send and receive Mobile messages to other units signed on to I/Mobile system.
  - d) The ability to query location of signed on State I/Mobile units and Governmental Unit Mobile units.

The Governmental Unit will provide/install their vehicles which they want capable to be equipped with the State's I/Mobile system with equipment that conforms to specifications provided by State and listed in Exhibit A, which is attached and incorporated into this agreement.

The Governmental Unit will maintain the system administration user ID (Identification)/password for all the Governmental Unit's computer laptops installed with the State's I/Mobile system software, and will provide the State's information technology (IT) staff access to the Governmental Unit's laptop computers as required for installing the State's I/Mobile system software onto the Governmental Unit's computer laptops. The Governmental Unit's system administration password must be a strong password composed of at least 8 characters including at least one upper case, one lower case, one special character and one number.

Prior to the State installing the State's I/Mobile system software onto the Governmental Unit's laptop computers, the Governmental Unit must acquire the necessary computer software (Intergraph's I/Mobile, an anti-virus package such as Norton or McAfee, MS Windows, and any other applications such as Easystreet Draw), and pay all software maintenance/upgrade fees for these software packages directly to the providing software vendor. This is the responsibility of the Governmental Unit, not the State.

During the terms of this agreement, the Governmental Unit will provide the State's IT staff with access to the Governmental Unit's laptop computers, loaded with the State's I/Mobile system software, for the purpose of the State providing State I/Mobile system maintenance/upgrades and for troubleshooting purposes. The State's Authorized Representative of this agreement will designate a set period of time for providing and completing these system maintenance/upgrades, and will schedule the necessary maintenance/upgrades with the Governmental Unit's Authorized Representative of this agreement to determine a mutually agreed upon location and time to complete the maintenance/upgrades required.

The Governmental Unit shall establish a policy for safe usage of I Mobile/Mobile Data Computers for officers/supervisors that includes how governmental unit emergencies will be addressed. Any Unit Alarms including unit emergency initiated from Mobile Data Computers will not be displayed or monitored by Minnesota State Patrol (MSP) Dispatchers. I/Mobile messages from other agencies shall be considered confidential for purposes of this agreement. MSP Dispatchers will not relay or broadcast to Governmental Units any informational messages of any type, including but not limited to "Attempt to Locate" (ATL), "Be on the Look Out" (BOLO) or other Officer Safety messages.

The State's Authorized Representative of this agreement will notify the Governmental Unit's Authorized Representative of this agreement at least 3 working days in advance of scheduled system maintenance/upgrades as well as scheduled outages. It is understood that computer systems are not available 100% of the time and sometimes there are unplanned outages.

To be a part of this program and to have the State's I/Mobile system software loaded on the Governmental Unit's computer laptops, the Governmental Unit must adhere to the requirements of the State and other agencies, which are listed in Exhibit B, which is attached and incorporated into this agreement.

Any modifications to the Exhibits of this agreement will be emailed to the Governmental Unit's Authorized Representative of this agreement by the State's Authorized Representative of this agreement, and will be printed out and kept on file with the executed copy of this agreement, and are hereby incorporated into the agreement by reference. The Governmental Unit's Authorized Representative of this agreement is required to acknowledge receipt of exhibit modifications by email back to the State's Authorized Representative within 20 working days.

### 3 Payment

While the State receives federal funding for this Allied Agency initiative, the Governmental Unit will not be charged for the use of the State's I/Mobile system. This Allied Agency initiative is currently federally funded through September 30, 2010, and this federal funding may be extended on an annual basis. If the federal funding is not

extended beyond September 30, 2010, the State will give the Governmental Unit 60 days written notice before the expiration date of the federal funding and the begin date for charging the Governmental Unit for the use of the State's I/Mobile system software. Once charging begins, consideration for services provided by the State will be paid by the Governmental Unit to the State at a rate of \$30.00 per month for each Governmental Unit's computer laptop loaded with the State's I/Mobile system software. Payment to the State is to be made payable to the Minnesota Department of Public Safety, and sent directly to the Minnesota State Patrol – Accounts Receivable, at 444 Cedar Street, Suite 130, Town Square, St. Paul, Minnesota 55101.

The State is not responsible for software purchased, or software/maintenance or license fees required by Intergraph Corporation or any other vendor. These fees are the responsibility of the Governmental Unit and are to be paid directly to the vendor(s). The State is also not responsible for the care and upkeep of equipment, hardware and other software purchased by the Governmental Unit.

The State is also not responsible for any damages caused by the Governmental Unit and/or its employees or vendors due to, or thought to be caused by the Governmental Unit's usage or removal of the system, e.g., any vehicle or property damages.

The State is not responsible for installation or removal costs or related costs on the loaner program. On the loaner program, the state is responsible for repairs to the MDC and VRM modems for the first six (6) months. If the loaner program goes beyond six (6) months, the loaner agency is responsible for repair costs to the MDC or VRM. The agency has the option of returning the equipment without replacement in lieu of paying for repairs. Assets loaned will be documented and signed for at issuance and upon return of the equipment.

If NetMotion software is required to connect to the State's I-Mobile system, the State will allow the Governmental Unit to use the State's NetMotion license at no charge, as long as the State has licenses available.

If the federal funding expires, the State will invoice the Governmental Unit monthly and in arrears of services provided beginning no sooner than November 1, 2010, and itemized invoices are due and payable in full within thirty (30) days of the invoice date.

Invoices not paid within 90 days from the invoice date will be turned over to the Minnesota Department of Revenue for collection. If collection is unsuccessful, invoice shall be turned over to a collection agency. The State may charge interest. See Minnesota Statutes, Section 16D.13, subd. 2. For this purpose the Governmental Unit will provide their federal taxpayer identification number to the State: 41-600 5647.

Also, if the Governmental Unit has not paid their invoice to the State within 90 days, the Governmental Unit's use of the State's I/Mobile system will be terminated by the State.

#### 4 Authorized Representatives

The State's Authorized Representative is Aaron Wood, Program Manager, 444 Cedar Street, Suite 130, Saint Paul, MN 55101, 651-201-7115, or his/her successor.

The Governmental Unit's Authorized Representative is Kevin Patterson, Sergeant of Windom Police Department, 444 Ninth Street, Windom, MN 56101, 507-831-6134.

#### 5 Assignment, Amendments, Waiver, and Contract Complete

5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to

bind either party.

## 6 Liability

The Governmental Unit will indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by the Governmental Unit or the Governmental Unit's agents or employees. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligations under this agreement. The Governmental Unit's liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Section 466.01-466.15 and other applicable law.

## 7 State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

## 8 Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will either give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released or submit the data directly to the appropriate party.

## 9 Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 10 Termination

**10.1 Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**10.2 Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the execution of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to reimbursement, determined on a pro rata basis, for unfilled services to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

**10.3** Upon expiration or termination of this agreement, the Governmental Unit must immediately discontinue accessing any information provided by the State's I/Mobile System as provided in this agreement.

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**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Contract No. \_\_\_\_\_

**2. GOVERNMENTAL UNIT**

(Governmental Unit certifies that the appropriate person(s) have executed the agreement on behalf of the Governmental Unit as required by applicable articles, bylaws, resolutions, or ordinances)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

Title: Chief, Minnesota State Patrol

Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

Distribution:  
Agency  
Governmental Unit  
State's Authorized Representative

## Exhibit A

(Page 1 of 1)

### Specifications for Governmental Unit:

Each Governmental Unit's squad (unit) that the Governmental Unit wants equipped to mount a computer laptop for this system will need to have the following:

Laptop computer

Communication via modem (using Patrol's RF) or via cellular aircard with NetMotion

Cables for modem (if using State's Radio Frequency (RF) / GPS installation (optional)

### Optional:

GPS

Docking station (highly recommended to prevent laptop from sliding around vehicle)

Magnetic Stripe reader (used to read drivers' licenses into I/Mobile and then into the BCA's Criminal Justice Information System (CJIS) screen)

### Laptop computer requirements:

At least 512 meg memory (State standard is at least 1 gig memory as additional applications are running)

10 GB hard drive

Windows XP

CD ROM drive (DVD/combo drive will work)

2 serial ports if using Motorola modem (RF communications)

1 serial port if using cellular and also GPS

### Software:

NetMotion – if using cellular

I/Mobile – Intergraph Corporation

Anti-virus package (Norton or McAfee)

Window XP (can run 2000 but will function better with XP) \*\*\*No Vista at this time

Users will need full access to C Drive on laptop

## Exhibit B

(Page 1 of 1)

Governmental Unit must adhere to the following requirements:

1. Must follow all specifications and requirements from Minnesota Department of Public Safety, Bureau of Criminal Apprehension (BCA) for access to the Criminal Justice Information Systems, including meeting BCA CJIS training and certification requirements for access to CJIS data.
2. All messages are to be kept pursuant to the Minnesota Data Practices Act.
3. Governmental Unit's Authorized Representative (or designate) must review I/Mobile messages monthly to ensure conformity to standards outlined in Exhibit C, of this agreement, which is attached and incorporated into this agreement.
4. Governmental Unit must comply with any additional requirements from the BCA in a timely manner.
5. In the event that a Governmental Unit's computer is damaged or decommissioned, it is the Governmental Unit's responsibility to clean the hard drive of all confidential material.
6. Governmental Unit will keep all passwords secure including the system administrator's password, users' passwords and I/Mobile system software's passwords. Passwords will not be shared or posted.

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## Exhibit C

(Page 1 of 1)

I/Mobile messages must be reviewed by the Governmental Unit's Authorized Representative for the following:

1. Appropriate language (no foul language or statements)
2. No racial or sexual messages
3. No harassing messages
4. Keep the messages small
5. Sending messages to appropriate audience (not appropriate to send information to wide audience if only appropriate to selected individuals)
6. Business use only

Message logs are to be sent to the State's Authorized Representative of this agreement on a monthly basis. Any concerns or questions should be raised immediately as messages are only retained by the State for 90 days. GPS data is retained by the State for 30 days only.

If a request for message logs is received by the Governmental Unit, contact the State's Authorized Representative of this agreement or designee.

**I/Mobile Messages are not guaranteed to be delivered. Always use an alternative method, e.g., radio or cell phone if message is critical for the recipient(s).**

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**Citizens Police Academy Application**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Sex \_\_\_\_\_ T-Shirt Size: \_\_\_\_\_ S \_\_\_\_\_ M \_\_\_\_\_ L \_\_\_\_\_ XL \_\_\_\_\_ XXL

Address: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_ Home Ph. \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Cell Ph. \_\_\_\_\_

Have you ever been arrested for anything other than a minor traffic offense? Yes \_\_\_ No \_\_\_  
If yes, explain when, where and disposition \_\_\_\_\_

Employer: \_\_\_\_\_ Occupation: \_\_\_\_\_

Current involvement in community activities, if any: \_\_\_\_\_

What previous experience have you had with law enforcement: \_\_\_\_\_

Why do you wish to attend the Citizens Police Academy? \_\_\_\_\_

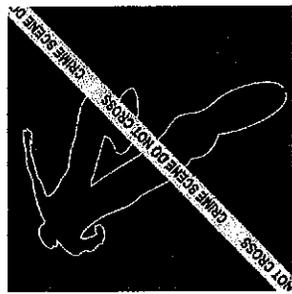
The Minnesota Data Practices Act requires you to be advised of the following information: As an applicant, you are being asked to provide private and/or confidential data about yourself which will be used to check criminal histories, arrest records, and warrant information to determine your eligibility. You may refuse to provide this information; however should you refuse, the investigation cannot be completed and will result in your application not being processed. The information that you provide will be used by this agency to complete its investigation and may be conveyed to other law enforcement agencies. By signing below you acknowledge, you have read and understood the above data practice advisory.

I also understand that I may be photographed or videoed by the news media, Police or Sheriff's Office during the course of this program. These pictures or videotapes will be used for news releases and informational promotions.

Some classes require walking and standing, as different facilities will be used or toured. Please inform us of any considerations or accommodations that you may need while at these facilities.

Applicant Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Windom Police  
Department  
&  
Cottonwood County  
Sheriff's Office**



*Information  
and Application  
Pamphlet*

CUT

Windom Police Department  
Cottonwood County Sheriff

## Citizen's Police Academy

The Windom Police Department and Cottonwood County Sheriff Office would like to invite any City of Windom or Cottonwood County Resident to participate in our 2012 Citizens Police Academy. There is no cost to attend.

Participants will get the opportunity to see aspects of what it is like to be a law enforcement officer and gather an understanding of the necessary tools and information needed to perform the job.

The Academy will be held at the Cottonwood County Law Enforcement Center, one night a week, from 6:30pm to 9pm for a six week period of basic police instruction. The dates proposed for the Academy are Wednesdays, April 18, 25, May 1, 9, 16, and 23, 2012.



### What is the Goal of The Academy?

The goal of the Academy is to open the lines of communication between the community and the Police. To the citizen, it may frequently appear that the police are not doing their job or they are exceeding their boundaries. By allowing citizens a first hand look at what rules, regulations and policies the police follow, some of the misunderstandings may be alleviated.

**Participation in the Academy does not authorize attendees to carry weapons, make arrests, or exercise any authority other than that of a private citizen.**

### Admissions Standards

- Must be 18 years of age
- Must be able to attend all 6 sessions
- Preference will be given to City of Windom residents and Cottonwood County Residents who live or work in those areas

### Applicants who will not be considered:

- Persons with a known criminal record or persons who are the subject of any protective court order
- Anyone under 18

**Please Note: If accepted, applicants are not permitted to bring children or other guests to class—no exceptions.**

### What does the Academy have to Offer?

The core curriculum of the Citizens Police Academy will include but is not limited to:

- Patrol
- Operations
- Defensive Tactics
- Mock Traffic Stops
- Use of Force Decision-making
- Traffic Enforcement
- City/County Ordinances
- Tour of the 9-1-1 Dispatch and Jail



### How to Apply?

If you are interested in attending the Citizens Police Academy you may apply by completing the application on the reverse side and returning it to the address shown below. Class size is limited and selection is based on a first come first serve basis.

**Deadline March 23th**

### Apply to:

Citizen's Police Academy  
Windom Police Department  
444 9th Street - PO Box 38  
Windom, MN 56101

### Questions?

Contact Ofc. Dana Wallace  
Phone: 507-831-6134  
E-mail: [dwallace@windom-mn.com](mailto:dwallace@windom-mn.com)

Encourage team teaching approach with a PD officer and Deputy teaching same topic for different points of view and to ease teaching responsibilities.

Day 1 – April 18		Lead Instructor(s)	Assistant(s)
6:30 - 7:00	<u>Orientation</u>	Dana/Jayd	Chief, Sheriff
7:00 - 7:30	<u>Hiring and POST Standards</u>	Josh	
7:30 - 7:35	Break		
7:35 - 8:00	<u>Tours and Information about Dispatch/Jail</u>	Kathy- 911, Rupp - Jail	
8:05-8:15	Break		
8:15 - 9	<u>History and Structure of Law Enforcement</u>	Dana/Jayd	

Day 2 - April 25		Lead Instructor(s)	Assistant(s)
6:30 - 7:15	<u>Basics of Policing and Patrol Operations</u>	Dana/Jayd	
7:15- 7:20	Break		
7:20 - 8:05	<u>Tours of Specialized Equipment &amp; Vehicles</u>	Dana/Jayd	
8:05-8:15	Break		
8:15 - 9	<u>City/County Ordinances + Civil Process</u>	Todd/Jayd	

Day 3 - May 1 (west room only)		Lead Instructor(s)	Assistant(s)
6:30 - 7:15	<u>Search and Seizure</u>	Dustin	
7:15 - 7:20	Break		
7:20 - 8:05	<u>Narcotics/Drug Task Force</u>	Dustin	
8:05 - 8:15	Break		
8:15 - 9	<u>Domestic Violence/Sex Assault/ICAC</u>	Donna	

Day 4 – May 9		Lead Instructor(s)	Assistant(s)
6:30 - 7:15	<u>Traffic Code/Traffic Enforcement/DUI</u>	Josh/Jayd	
7:15 - 7:20	Break		
7:20 - 9	<u>DUI</u> - practical - FSFT, Fatal Vision	Josh/Jayd	Donna
8:05 - 8:15	Break		
7:20 - 9	<u>Mock Traffic Stops</u>	Dana	Todd, Scott

½ group will be inside for DUI practical while ½ will be outside for Traffic Stops then switch

## Day 5 – May 16

## Lead Instructor(s)

## Assistant(s)

		Lead Instructor(s)	Assistant(s)
6:30 - 7:00	<u>Use of Force/Defensive Tactics</u> - classroom	Cory/Rupp	
7:00 - 7:05	Break		
7:05 - 7:50	<u>Use of Force/Defensive Tactics</u> - Practical – Handcuffing/Searching	Cory/Rupp	Louis, Joe
7:50 - 8:00	Break		
8:00 - 9	<u>Use of Force/Defensive Tactics</u> - PPCT , takedown demonstration	Cory/Rupp	Louis, Joe

## Day 6 – May 23

## Lead Instructor(s)

## Assistant(s)

		Lead Instructor(s)	Assistant(s)
6:30 - 7:15	Detective – Crime Scene Processing	Kevin/Jeff	
7:15 - 7:20	Break		
7:20 - 8:05	<u>Crime Prevention/Becoming an effective Witness</u>	Dana	
8:05 - 8:15	Break		
8:15 - 9	<u>Graduation</u>	Dana/Jayd	Chief/Sheriff/Instructors

## Orientation

The Chief and Sheriff will introduce themselves; briefly explain their function and welcome students. An overview of the CPA will be presented and a detailed outline of all subject matter will be given to each participant.

Participants will introduce themselves and explain their expectations or reasons for attending

## Hiring and POST Standards

The qualifications and requirements for a police officer within MN including the selection process, testing, physical agility, oral interviews, backgrounds, drug testing, etc will be explained.

The POST education standards and MN College law enforcement training program. FTO Programs will be discussed.

## Tours and Information about Dispatch/Jail

Students will tour the Communications center and have a presentation by Dispatcher regarding the functionality and capabilities of the 911 system and radio operations.

Students will tour the jail and jail functions and equipment will be presented by the Corrections Officer Group will break up into half for 15 minutes presentations– half in jail – half in dispatch then switch.

## History and Structure of Law Enforcement

A brief introduction to the history of Law Enforcement and a discussion of the police role within the overall criminal justice system providing information regarding jurisdictions, civil vs criminal matters and judicial systems.

## Basics of Policing and Patrol Operations

Patrol Operations will cover shift coverage, report writing, the patrol vehicle, specialized equipment and general patrol techniques. The instructor will describe what a patrol officer is responsible for and what their basic duties are. The basics of the citizen's contact and officer survival will be addressed.

## Tours of Specialized Equipment and Vehicles

An inside look at what equipment is used by each department including the squad car, sheriff boat, ATV, Cold weather suits, thermal imager, stop sticks, Rescue Disks, equipment carried in the squad trunks, HEAT Team Equipment, rifles, shotguns, and Active Shooter Vests

## City Ordinances/County Ordinances and Civil Process

Instructors for City and County will provide an overview of key ordinances and enforcement issues, such as junk, noise, and animal laws. County Deputy will explain the civil process procedures.

## Search and Seizure

The differences between search and seizure will be presented along with 4th Amendment issues, stop and frisk, and searching with and without a warrant.

## Domestic Violence/ Sexual Assault

Instructor will discuss topics on Orders for Protection, police response and procedures, the Minnesota Domestic Violence Act, and the role of the crisis center and family services.

Instructors will discuss the various state statute governing sex offenses, investigations, sexual assault awareness, laws concerning sex offenders and registration. Discuss participation in the ICAC program.

## Narcotics/Drug Task Force

Instructors will provide an overview of how narcotics violations are investigated, informants, preparing and executing search warrants and current problems and drugs trends in the area. Explain and display commonly used drugs, effects and paraphernalia in the area.

## Traffic Code/Traffic Enforcement/DUI

Instructor will provide an overview of traffic enforcement, MN Traffic Law, RADAR and LIDAR usage. Officers will explain the DUI laws and the problems that result from drinking and driving.

### Practical:

There will be a demonstration of SFST tests and techniques used to detect intoxication and impairment using the Fatal Vision Goggles. No one will be drinking alcohol during this block of instruction.

## Mock Traffic Stops

Officers will stage mock traffic stop scenarios and explain officer safety issues involving traffic enforcement. Students will get the chance to experience and view the hazards of traffic stops from the officer's perspective. All exercises will be in a controlled parking lot environment utilizing TAC radio channels for realistic radio traffic.

## Use of Force/Defensive Tactics

Issues concerning the use of force by police officers and citizens will be discussed in relation to Minnesota Law, including the use of force continuum, the liabilities and legal issues concerning force. Instructors will explain the Use of Deadly Force and the related issued weaponry officer's carry and use.

### The practical portion will include

- discussion on prisoner control techniques
- Demonstration of searching and handcuffing with student participation on basic handcuffing and searching, if students wish to participate.
- Demonstration of PPCT and take downs by Officers - no students will actively participate in this demonstration – students may try Pressure points on own self
- Explanation and demonstration of the TASER.

## Crime Prevention/Effective Witness

Instructor will discuss ideas for home and public crime prevention techniques and personal safety.

Importance of documenting item ownership – i.e. Serial #'s, Receipts, Titles, engraving

Discuss how to be an effective witness for the police and how to be an extra set of eyes to help the police look for criminal activity.

## Graduation

A graduation ceremony will be conducted, at which time graduates will be presented with a certificate and refreshments. A brief presentation will come from the Chief and/or Sheriff. Students will fill out evaluations of program.

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	AMERICAN LEGAL PUBLI	LEGAL SERVICE- CODIFICAT	1,500.00
MAYOR & COUNCIL	CITIZEN PUBLISHING C	ADVERTISING	133.50
MAYOR & COUNCIL	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN	103.67
MAYOR & COUNCIL	MCDONALD & SCHRAMEL	LEGAL FEES	756.00
MAYOR & COUNCIL	PICTURE THIS PHOTOGR	PICTURES FOR MAYOR'S MED	150.00
	Total for Department 101		2,643.17*
CITY OFFICE	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN	1,071.29
CITY OFFICE	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
CITY OFFICE	QUILL CORP	SUPPLIES	86.50
CITY OFFICE	HARLAND TECHNOLOGY S	SUPPLIES	9.28
	Total for Department 103		1,173.57*
P & Z / BUILDING OFF	DAVIS TYPEWRITER	SUPPLIES	6.14
P & Z / BUILDING OFF	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN	691.16
P & Z / BUILDING OFF	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
P & Z / BUILDING OFF	MN DEPT OF LABOR & I	BLDG PERMIT SURCHARGE	95.84
P & Z / BUILDING OFF	SW MN CHAPTER OF I.C	DUES	75.00
	Total for Department 106		874.64*
CITY HALL	AMERIGAS - WORTHINGT	WATER TREATMENT	23.46
CITY HALL	CULLIGAN	SERVICE	7.50
CITY HALL	HOMETOWN SANITATION	HAUL GARBAGE	85.04
CITY HALL	CRAFTY CORNER	CITY HALL VACUUM	283.41
	Total for Department 115		399.41*
POLICE	COTTONWOOD CO TREASU	DISPATCHING	275.00
POLICE	COTTONWOOD CO TREASU	RENT	1,500.00
POLICE	H.E.A.T. TACTICAL TE	DUES	1,995.00
POLICE	WINDOM AUTO VALU	MAINTENANCE	4.99
POLICE	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN	11,369.60
POLICE	MCDONALD & SCHRAMEL	LEGAL FEES	4,596.00
POLICE	MCDONALD & SCHRAMEL	LEGAL SUPPLIES	117.24
POLICE	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	22.50
POLICE	WINDOM AREA HOSPITAL	TESTING	38.00
POLICE	WINDOM FIRE SAFETY	MAINTENANCE	16.00
POLICE	WINDOM QUICK PRINT	SUPPLIES	34.62
	Total for Department 120		19,968.95*
FIRE DEPARTMENT	AVERA MEDICAL GROUP	PHYSICAL	645.00
FIRE DEPARTMENT	COTTONWOOD CO TREASU	DISPATCHING	212.50
FIRE DEPARTMENT	INDOFF, INC	SUPPLIES	57.78
FIRE DEPARTMENT	JAY GRANDPREY	EXPENSE	29.06
FIRE DEPARTMENT	HEIMAN FIRE EQUIP. C	MAINTENANCE	171.00
FIRE DEPARTMENT	KDOM RADIO	ADVERTISING	40.00
FIRE DEPARTMENT	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN	3,642.41
FIRE DEPARTMENT	LUCAN COMMUNITY TV I	MAINTENANCE	224.44
FIRE DEPARTMENT	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
FIRE DEPARTMENT	MARK MARCY	EXPENSE	531.29
FIRE DEPARTMENT	MN STATE FIRE CHEF A	DUES	203.00
FIRE DEPARTMENT	RUNNING'S SUPPLY	MAINTENANCE	9.82

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
FIRE DEPARTMENT	SW REGIONAL FIRE DEP	DUES	60.00
FIRE DEPARTMENT	THE STAG CLOTHIERS	CLOTHING	181.00
FIRE DEPARTMENT	WINDOM FARM SERVICE	MAINTENANCE	506.38
FIRE DEPARTMENT	WINDOM QUICK PRINT	SUPPLIES	106.45
FIRE DEPARTMENT	ATLAS OUTFITTERS	SUPPLIES	529.00
	Total for Department 125		7,155.63*
EMERGENCY MANAGEMENT	COTTONWOOD CO TREASU	DISPATCHING	12.50
EMERGENCY MANAGEMENT	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	200.00
	Total for Department 130		212.50*
ANIMALS	COTTONWOOD-SLAYTON V	VETERINARY SERVICE	32.06
ANIMALS	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN	6.91
	Total for Department 135		38.97*
STREET	CITIZEN PUBLISHING C	ADVERTISING	133.50
STREET	COTTONWOOD COUNTY LA	GARBAGE	16.00
STREET	COTTONWOOD CO TREASU	DISPATCHING	125.00
STREET	GDF ENTERPRISES, INC	MAINTENANCE	30.00
STREET	HOMETOWN SANITATION	HAUL GARBAGE	130.85
STREET	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN	10,505.63
STREET	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
STREET	PRAXAIR DISTRIBUTION	SERVICE	27.48
STREET	RUNNING'S SUPPLY	MAINTENANCE	84.96
STREET	SANFORD HEALTH	PHYSICAL	36.96
STREET	COUNTRY PRIDE SERVIC	DISCOUNT FOR FUEL PER CO	-99.92
STREET	COUNTRY PRIDE SERVIC	MAINTENANCE	1,650.22
STREET	WINDOM FIRE SAFETY	MAINTENANCE	296.58
STREET	CARQUEST AUTO PARTS	MAINTENANCE	282.98
	Total for Department 140		13,226.74*
PARKS	COTTONWOOD COUNTY LA	GARBAGE	28.00
PARKS	COTTONWOOD CO TREASU	DISPATCHING	37.50
PARKS	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN	2,695.52
	Total for Department 165		2,761.02*
	Total for Fund 01		48,454.60*
	BOND TRUST SERVICE C	SERIES 2005A GEN OB BOND	25,000.00
	TIM LINDEMANN	REFUND-OVERPAY FOR TAXES	1,083.91
	Total for Department		26,083.91*
EQUIPMENT/F.A.	BOND TRUST SERVICE C	2005A ADM FEE	450.00
EQUIPMENT/F.A.	BOND TRUST SERVICE C	SERIES 2005A GEN OB BOND	2,162.50
	Total for Department 170		2,612.50*
	Total for Fund 02		28,696.41*
LIBRARY	AUDIO GO	BOOKS	112.26
LIBRARY	INDOFF, INC	SUPPLIES	537.00

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
LIBRARY	GALE	BOOKS	125.97
LIBRARY	INGRAM	BOOKS	729.74
LIBRARY	J & K WINDOWS	CLEANING	20.00
LIBRARY	KDOM RADIO	ADVERTISING	99.00
LIBRARY	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN	691.16
LIBRARY	MAYO CLINIC HEALTH L	SUBSCRIPTION	29.55
LIBRARY	MICROMARKETING	BOOKS & AUDIO	175.11
LIBRARY	MN HISTORICAL SOC PR	SUBSCRIPTION	20.00
LIBRARY	PLUNKETT'S PEST CONT	SERVICE	435.18
LIBRARY	READERS SERVICE	BOOK	62.17
LIBRARY	SMITHSONIAN	SUBSCRIPTION	34.00
LIBRARY	WINDOM FIRE SAFETY	MAINTENANCE	50.00
LIBRARY	COOKS ILLUSTRATED	SUBSCRIPTION	28.95
LIBRARY	AMERICAN GIRL	SUBSCRIPTION	22.95
	Total for Department 171		3,173.04*
	Total for Fund 03		3,173.04*
	LEAGUE OF MN CITIES	LOAN PAYMENT	52,451.65
	Total for Department		52,451.65*
	Total for Fund 04		52,451.65*
	U S BANK TRUST NATIO	BOND PAYMENT	519,000.00
	Total for Department		519,000.00*
2003 IMPROVEMENT BON	U S BANK TRUST NATIO	BOND PAYMENT	10,124.25
	Total for Department 169		10,124.25*
	Total for Fund 05		529,124.25*
	BOND TRUST SERVICE C	SERIES 2005A GEN OB BOND	25,000.00
	Total for Department		25,000.00*
4TH AVE PROJECT	BOND TRUST SERVICE C	SERIES 2005A GEN OB BOND	6,617.50
	Total for Department 168		6,617.50*
	Total for Fund 06		31,617.50*
	BOND TRUST SERVICE C	SERIES 2007B GEN OB BOND	55,000.00
	Total for Department		55,000.00*
2007 IMPROVEMENT PRO	BOND TRUST SERVICE C	2007 B ADM FEE	550.00
2007 IMPROVEMENT PRO	BOND TRUST SERVICE C	SERIES 2007B GEN OB BOND	16,595.00
	Total for Department 164		17,145.00*
	Total for Fund 07		72,145.00*
	BOND TRUST SERVICE C	2009 A '09 STREET PROJEC	56,800.00
	Total for Department		56,800.00*

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
2009 STREET IMP PROJ	BOND TRUST SERVICE C	2009 A '09 STREET PROJEC	17,916.85
2009 STREET IMP PROJ	BOND TRUST SERVICE C	2009A ADMIN FEE	450.00
	Total for Department 158		18,366.85*
	Total for Fund 09		75,166.85*
	TKDA ENGINEERS	ENGINEERING	6,444.69
	Total for Department		6,444.69*
AIRPORT	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN '	276.46
	Total for Department 174		276.46*
	Total for Fund 11		6,721.15*
POOL	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN '	1,382.32
	Total for Department 175		1,382.32*
	Total for Fund 12		1,382.32*
AMBULANCE	COTTONWOOD CO TREASU	DISPATCHING	200.00
AMBULANCE	LEWIS FAMILY DRUG #5	SUPPLIES	13.83
AMBULANCE	KDOM RADIO	ADVERTISING	189.00
AMBULANCE	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN '	4,976.35
AMBULANCE	MANKATO MOBIL - ALPH	MAINTENANCE	72.57
AMBULANCE	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
AMBULANCE	ROBIN SHAW	EMT CLOTHING	110.00
AMBULANCE	PRAXAIR DISTRIBUTION	SERVICE	522.76
AMBULANCE	WINDOM AREA HOSPITAL	SERVICE	736.83
AMBULANCE	WINDOM FARM SERVICE	MAINTENANCE	153.73
AMBULANCE	CARQUEST AUTO PARTS	MAINTENANCE	30.01
AMBULANCE	CRYSTAL WINDSHIELD R	MAINTENANCE	50.00
	Total for Department 176		7,061.58*
	Total for Fund 13		7,061.58*
MULTI-PURPOSE BUILDI	CITIZEN PUBLISHING C	ADVERTISING	35.00
MULTI-PURPOSE BUILDI	INDOFF, INC	SUPPLIES	40.51
MULTI-PURPOSE BUILDI	HOMETOWN SANITATION	HAUL GARBAGE	103.04
MULTI-PURPOSE BUILDI	KDOM RADIO	ADVERTISING	151.30
MULTI-PURPOSE BUILDI	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN '	1,071.29
MULTI-PURPOSE BUILDI	STONER INDUSTRIAL, I	SERVICE	84.22
	Total for Department 177		1,485.36*
	Total for Fund 14		1,485.36*
LIQUOR	ENVIROMASTER, INC.	SERVICE	39.54
LIQUOR	CITIZEN PUBLISHING C	ADVERTISING	89.00
LIQUOR	A H HERMEL CANDY & T	MERCHANDISE	705.19
LIQUOR	HOMETOWN SANITATION	HAUL GARBAGE	48.06
LIQUOR	JOHNSON BROS.	MERCHANDISE	477.25

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
LIQUOR	KDOM RADIO	ADVERTISING	40.00
LIQUOR	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN '	2,626.40
LIQUOR	GENE LENNING	MILEAGE	144.30
LIQUOR	QUALITY WINE SPIRITS	MERCHANDISE	1,248.94
LIQUOR	HARLAND TECHNOLOGY S	SUPPLIES	9.28
LIQUOR	S&K LINES	FREIGHT	99.20
LIQUOR	SOUTHERN WINE & SPIR	MERCHANDISE	344.70
LIQUOR	WINE MERCHANTS	MERCHANDISE	357.75
LIQUOR	CAMPUS CLEANERS	SERVICE	20.05
	Total for Department 180		6,249.66*
	Total for Fund 60		6,249.66*
	BOND TRUST SERVICE C	2009 A '09 STREET PROJEC	14,523.20
	BOND TRUST SERVICE C	SERIES 2005A GEN OB BOND	35,600.00
	BOND TRUST SERVICE C	SERIES 2007B GEN OB BOND	13,000.00
	U S BANK TRUST NATIO	BOND PAYMENT	129,750.00
	Total for Department		192,873.20*
WATER	BOND TRUST SERVICE C	2009 A '09 STREET PROJEC	4,581.16
WATER	BOND TRUST SERVICE C	SERIES 2005A GEN OB BOND	6,025.40
WATER	BOND TRUST SERVICE C	SERIES 2007B GEN OB BOND	3,705.00
WATER	COTTONWOOD CO TREASU	DISPATCHING	100.00
WATER	DEFRIES COLLISION CE	MAINTENANCE	70.00
WATER	HAWKINS, INC	CHEMICALS	3,203.25
WATER	LAMPERTS YARDS, INC.	MAINTENANCE	14.40
WATER	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN '	5,321.94
WATER	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
WATER	HARLAND TECHNOLOGY S	SUPPLIES	15.07
WATER	U S BANK TRUST NATIO	BOND PAYMENT	2,531.07
WATER	WESTRUM LEAK DETECTI	LEAK DETECTION SURVEY	655.00
WATER	WINDOM QUICK PRINT	SUPPLIES	95.81
	Total for Department 181		26,324.60*
	Total for Fund 61		219,197.80*
	BORDER STATES ELECTR	INVENTORY	327.04
	WERNER ELECTRIC	MAINTENANCE	100.92
	STUART C IRBY CO INC	MAINTENANCE	54.40
	EVERETT STEVENS	REFUND - UTILITY PREPAYM	125.00
	MARCIE TONINATO	REFUND - UTILITY PREPAYM	300.00
	VERNA JANS	REFUND- 7 MO METER READ	70.41
	Total for Department		977.77*
ELECTRIC	CENTRAL MINNESOTA MU	CIP SERVICE ASSESSMENT	4,083.00
ELECTRIC	CENTRAL MINNESOTA MU	ECO @ HOME SUBSCRIPTION	973.84
ELECTRIC	CENTRAL MINNESOTA MU	POWER COST	184,941.25
ELECTRIC	CITIZEN PUBLISHING C	COMPUTER SUPPORT	45.00
ELECTRIC	COTTONWOOD CO TREASU	DISPATCHING	187.50
ELECTRIC	DAKOTA SUPPLY GROUP	MAINTENANCE	348.84

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ELECTRIC	HOMETOWN SANITATION	HAUL GARBAGE	84.75
ELECTRIC	WINDOM AUTO VALU	MAINTENANCE	8.54
ELECTRIC	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN	10,056.42
ELECTRIC	MCDONALD & SCHRAMEL	LEGAL FEES	48.00
ELECTRIC	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
ELECTRIC	MN MUNICIPAL UTILITI	MEMBERSHIP DUES	9,894.00
ELECTRIC	RUNNING'S SUPPLY	MAINTENANCE	537.39
ELECTRIC	SANFORD HEALTH	PHYSICAL	36.96
ELECTRIC	HARLAND TECHNOLOGY S	SUPPLIES	15.07
ELECTRIC	STONER INDUSTRIAL, I	SERVICE	68.20
ELECTRIC	WERNER ELECTRIC	MAINTENANCE	688.40
ELECTRIC	DEPARTMENT OF ENERGY	POWER COST	89,786.64
ELECTRIC	WINDOM AREA DEVELOPM	INDUSTRIAL DEVELOPMENT	1,200.00
ELECTRIC	WINDOM FARM SERVICE	MAINTENANCE	62.42
ELECTRIC	CARQUEST AUTO PARTS	MAINTENANCE	25.74
ELECTRIC	VERNA JANS	REFUND- 7 MO METER READ	1,024.15
	Total for Department 182		304,122.61*
	Total for Fund 62		305,100.38*
	BOND TRUST SERVICE C 2009 A	'09 STREET PROJEC	8,676.80
	BOND TRUST SERVICE C SERIES 2005A	GEN OB BOND	14,400.00
	BOND TRUST SERVICE C SERIES 2007B	GEN OB BOND	12,000.00
	U S BANK TRUST NATIO	BOND PAYMENT	216,250.00
	Total for Department		251,326.80*
SEWER	BOND TRUST SERVICE C 2009 A	'09 STREET PROJEC	2,736.99
SEWER	BOND TRUST SERVICE C SERIES 2005A	GEN OB BOND	3,369.60
SEWER	BOND TRUST SERVICE C SERIES 2007B	GEN OB BOND	3,420.00
SEWER	COTTONWOOD COUNTY LA	GARBAGE	13.75
SEWER	COTTONWOOD CO TREASU	DISPATCHING	100.00
SEWER	HOMETOWN SANITATION	HAUL GARBAGE	85.04
SEWER	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN	5,321.94
SEWER	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
SEWER	MN VALLEY TESTING	TESTING	1,304.80
SEWER	RUNNING'S SUPPLY	MAINTENANCE	183.88
SEWER	HARLAND TECHNOLOGY S	SUPPLIES	15.07
SEWER	STAPLES OIL CO	FUEL	1,325.93
SEWER	U S BANK TRUST NATIO	BOND PAYMENT	4,218.43
SEWER	WINDOM FARM SERVICE	MAINTENANCE	293.80
	Total for Department 183		22,395.73*
	Total for Fund 63		273,722.53*
ARENA	AMERIPRIDE LINEN CO	SERVICE	85.06
ARENA	CITIZEN PUBLISHING C	ADVERTISING	420.53
ARENA	CULLIGAN	SERVICE	9.71
ARENA	DICKS WELDING INC	MAINTENANCE	3.00
ARENA	HOMETOWN SANITATION	HAUL GARBAGE	130.88
ARENA	KDOM RADIO	ADVERTISING	78.00

CITY OF WINDOM  
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ARENA	LAMPERTS YARDS, INC.	MAINTENANCE	131.20
ARENA	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN	1,202.61
ARENA	RUNNING'S SUPPLY	MAINTENANCE	-10.68
ARENA	HARLAND TECHNOLOGY S	SUPPLIES	9.28
ARENA	STONER INDUSTRIAL, I	SERVICE	9.55
ARENA	COUNTRY PRIDE SERVIC	MAINTENANCE	13.89
ARENA	CARQUEST AUTO PARTS	MAINTENANCE	11.94
	Total for Department 184		2,094.97*
	Total for Fund 64		2,094.97*
ECONOMIC DEVELOPMENT	CITIZEN PUBLISHING C	ADVERTISING	90.00
ECONOMIC DEVELOPMENT	DAVIS TYPEWRITER	SUPPLIES	6.15
ECONOMIC DEVELOPMENT	KDOM RADIO	ADVERTISING	99.00
ECONOMIC DEVELOPMENT	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN	691.16
ECONOMIC DEVELOPMENT	MCDONALD & SCHRAMEL	LEGAL FEES	120.00
ECONOMIC DEVELOPMENT	HARLAND TECHNOLOGY S	SUPPLIES	9.28
ECONOMIC DEVELOPMENT	SUBWAY	EXPENSE	33.67
	Total for Department 187		1,049.26*
	Total for Fund 67		1,049.26*
	NATIONAL CABLE TV CO	EQUIPMENT	13,443.17
	Total for Department		13,443.17*
TELECOMMUNICATIONS	BLUEHIGHWAYS	SUBSCRIBER	39.93
TELECOMMUNICATIONS	DISH NETWORK	SERVICE	3,400.00
TELECOMMUNICATIONS	E-911	MONTHLY 911 SERVICE	43.95
TELECOMMUNICATIONS	HOMETOWN SANITATION	HAUL GARBAGE	73.92
TELECOMMUNICATIONS	KDOM RADIO	ADVERTISING	195.00
TELECOMMUNICATIONS	LEAGUE OF MN CITIES	WORKMANS COMP PLAN JAN	5,411.76
TELECOMMUNICATIONS	META SWITCH NETWORKS	SUPPORT/SERVICE	7,500.00
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	MAINTENANCE	9,610.84
TELECOMMUNICATIONS	NEW STAR SALES & SER	COPIER MAINTENANCE	70.00
TELECOMMUNICATIONS	ONVOY, INC	SS7 SERVICE	949.21
TELECOMMUNICATIONS	ONVOY, INC	WHOLE 800 SWITCH	1,717.36
TELECOMMUNICATIONS	HARLAND TECHNOLOGY S	SUPPLIES	10.50
TELECOMMUNICATIONS	SDN COMMUNICATIONS	SERVICE	2,839.78
TELECOMMUNICATIONS	SOUTHWEST/WEST CENTR	SERVICE	833.33
TELECOMMUNICATIONS	STONER INDUSTRIAL, I	SERVICE	19.13
TELECOMMUNICATIONS	TOWER DISTRIBUTION C	SUBSCRIBER	223.54
TELECOMMUNICATIONS	U S BANK TRUST NATIO	BOND PAYMENT	282,623.13
TELECOMMUNICATIONS	WINDOM QUICK PRINT	SUPPLIES	186.98
TELECOMMUNICATIONS	ZAYO BANDWIDTH	BANDWIDTH BILLING	7,014.47
TELECOMMUNICATIONS	MANKATO NETWORKS LLC	SERVICE	700.00
TELECOMMUNICATIONS	HURRICAN ELECTRIC LL	INTERNET SERVICE	1,000.00
TELECOMMUNICATIONS	SUBWAY OF JACKSON	EXPENSE	33.02
	Total for Department 199		324,495.85*
	Total for Fund 69		337,939.02*

CITY OF WINDOM  
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Grand Total			2,002,833.33*



# Application for Payment

(Unit Price Contract)

No. 1

Eng. Project No.: WINDM 116800

Location: Windom, Minnesota

Contractor	<u>Landwehr Constr, Inc.</u>	Contract Date	<u>October 4, 2011</u>
	<u>P.O. Box 1086</u>		
	<u>St. Cloud, Mn. 56302</u>	Contract Amount	<u>\$ 238,428.23</u>

Contract for Des Moines River Dam Removal / Rock Riffles

Application Date 12/30/11 For Period Ending 12/22/11

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
1	Mobilization for Demolitions	LS	1	1	\$7,217.54	\$7,217.54
2	Mobilization for Riffle Placement and all other construction	LS	1	1	1,406.69	\$1,406.69
3	Control of Water	LS	1	1	4,977.08	\$4,977.08
4	Erosion Control (includes all methods required to mitigate sediment mitigation downstream)	LS	1	1	9,451.76	\$9,451.76
5	Clearing and Grubbing	LS	1	1	463.05	\$463.05
6	Removal of dam and east abutement	LS	1	1	16,206.73	\$16,206.73
7	Removal of Inlet Drainage Structure	LS	1	1	1,389.14	\$1,389.14
8	Removal of Small Drainage Structure	LS	1	1	463.05	\$463.05
9	Removal of 20 feet of 60" CMP pipe and collars	LS	1	1	694.58	\$694.58
10	Removal of west abutement	LS	1	1	2,315.25	\$2,315.25
11	Site Restoration (preparation, seed, fertilizer, erosion protection)	LS	1	0.75	1,704.37	\$1,278.28
12	Stockpile area restoration	LS	1	0.75	1,136.25	\$852.19
13	Miscellaneous Riprap and Rock Placement and Relocation	Hr	16	18	463.05	\$8,334.90
14	Placement of Rock Riffles for lower riffle center 120 feet (includes Excavation and placement of Weir Stones and RipRap)	LF	120	173	308.78	\$53,418.94
15	Placement of Rock Riffles for upper riffle center 120 feet (includes Excavation and placement of Weir Stones and RipRap)	LF	120	120	161.10	\$19,332.00
16	Placement of Rock Riffles Tiebacks for lower riffle with no weir stones (includes Excavation and placement of RipRap)	LF	120		63.40	
17	Placement of Rock Riffles Tiebacks for upper riffle with no weir stones (includes Excavation and placement of RipRap)	LF	130	65	22.90	\$1,488.50
18	Placement of MnDOT class III riprap over existing concrete riprap	SY	150	584	9.88	\$5,769.92
19	Placement of MnDOT class III riprap in exposed bank areas (includes required geotechnical	SY	150	351	12.28	\$4,310.28
	Base Bid Total					\$139,369.88
A.1.1	Alternative Bid 1 Weir Stones/Delivered	Each	30	96	105.74	\$10,151.04

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
A.1 2	Weir Stones/Delivered - Quarried Rock	Each	150	81	124.99	\$10,124.19
A.1 3	MnDOT Class I Riprap (Riffle RipRap Base for weir stones)/ Delivered	CY	50	109.71	44.72	\$4,906.23
A.1 4	MnDOT Class IV RipRap - Field Stone (Riffle Riprap around weir stones) Delivered	CY	100	2507.97	27.76	\$69,621.25
A.1 5	MnDOT Class IV RipRap - Quarried Rock (Riffle Riprap around weir stones) Delivered	CY	2500	543.82	29.29	\$15,928.49
A.1 6	MnDOT Class III (Riprap over existing concrete riprap) Delivered	CY	200		59.92	
A.1 7	Haul Road Maintenance and Repair	LS	1	0.75	1,157.64	\$868.23
	Alternative 1 Bid Total					\$111,599.43
	Alternative Bid 2					
A.2 1	Weir Stones/Delivered - Quarried Rock	Each	180	Not Used	124.99	Not Used
A.2 2	MnDOT Class I Riprap (Riffle RipRap Base for weir stones)/ Delivered	CY	50	Not Used	6.89	Not Used
A.2 3	MnDOT Class IV RipRap - Quarried Rock (Riffle Riprap around weir stones) Delivered	CY	2600	Not Used	29.29	Not Used
A.2 4	MnDOT Class III (Riprap over existing concrete riprap) Delivered and placed	CY	200	Not Used	44.48	Not Used
A.2 5	Haul Road Maintenance and Repair	LS	1	Not Used	1,157.64	Not Used
	Alternative 2 Bid Total					Not Used
<b>Total Base Bid</b>						<b>\$139,369.88</b>
<b>Total Base Bid + Alternate Bid 1 (river rock)</b>						<b>\$250,969.31</b>
<b>Total Base Bid + Alternate Bid 2 (no river rock)</b>						<b>Not Used</b>

**Application for Payment (continued)**

Total Contract Amount	\$ <u>238,428.23</u>	Total Amount Earned	\$ <u>250,969.31</u>
		Material Suitably Stored on Site, Not Incorporated into Work	_____
Contract Change Order No.	_____	Percent Complete	_____
Contract Change Order No.	_____	Percent Complete	_____
Contract Change Order No.	_____	Percent Complete	_____
Less Previous Applications:		GROSS AMOUNT DUE	\$ <u>250,969.31</u>
AFP No. 1: _____	AFP No. 6: _____	LESS <u>5</u> % RETAINAGE	\$ <u>12,548.47</u>
AFP No. 2: _____	AFP No. 7: _____	AMOUNT DUE TO DATE	\$ <u>238,420.84</u>
AFP No. 3: _____	AFP No. 8: _____	LESS PREVIOUS APPLICATIONS	\$ _____
AFP No. 4: _____	AFP No. 9: _____	AMOUNT DUE THIS APPLICATION	\$ <u>238,420.84</u>
AFP No. 5: _____			

**CONTRACTOR'S AFFIDAVIT**

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, Des Moines River Dam Removal / Rock Riffles, Windom, Minnesota, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date \_\_\_\_\_, 20\_\_\_\_ Landwehr Constr, Inc.  
(Contractor)

COUNTY OF \_\_\_\_\_ )  
STATE OF \_\_\_\_\_ ) SS By \_\_\_\_\_  
(Name and Title)

Before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ known to be, who being duly sworn did depose and say that he is the \_\_\_\_\_ (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission expires \_\_\_\_\_  
(Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

**Short Elliott Hendrickson Inc.**

\_\_\_\_\_ By \_\_\_\_\_

Date \_\_\_\_\_

City of \_\_\_\_\_

# CITY OF WINDOM, MINNESOTA

## CONSTRUCTION PLANS FOR

### DES MOINES RIVER DAM REMOVAL AND ROCK RIFFLES INSTALLATION PROJECT

**LEGEND**

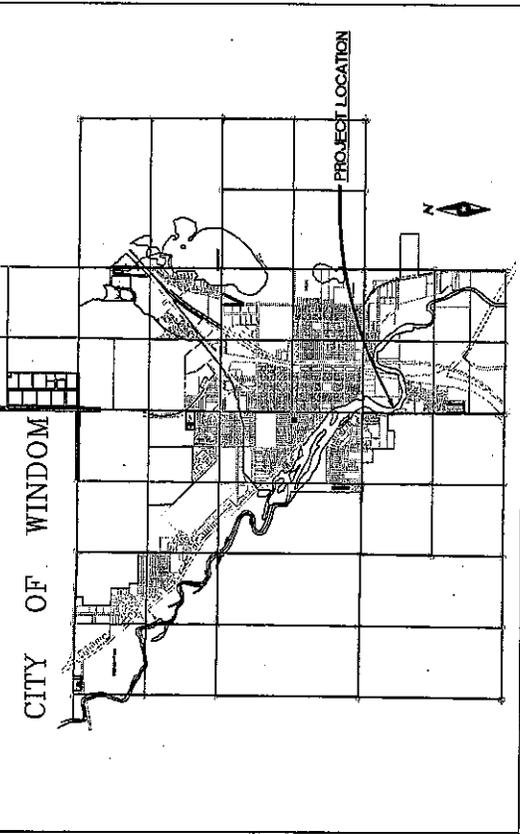
5	STREET CENTERLINE
6	SURVEY BASELINE
7	COUNTY
8	SECTION
9	QUARTER
10	SUBDIVISION
11	CORPORATE LIMITS

**EXISTING**

12	RIGHT OF WAY
13	PERMANENT EASEMENT
14	R.R. RIGHT OF WAY
15	SANITARY SEWER, MANHOLE AND CLEANOUT
16	WATER MAIN, HYDRANT AND VALVE
17	WATER SERVICE AND CURB STOP BOX
18	WATER VALVE MANHOLE
19	STORM SEWER AND MANHOLE
20	STORM SEWER MANHOLE
21	CONCRETE CURB AND GUTTER
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**PROPOSED OR NEW CONSTRUCTION**

101	NEW RIGHT OF WAY
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104	NEW RIGHT OF WAY
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106	NEW RIGHT OF WAY
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200	NEW RIGHT OF WAY



SEH PROJ. NO. WINDM 116800

NO.	BY	DATE	REVISIONS

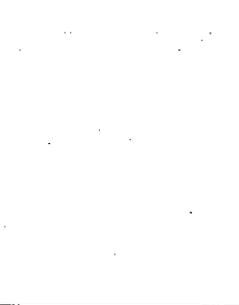
NOTES:  
 THE EXACT LOCATION OF UNDERGROUND UTILITIES SUCH AS GAS, TELEPHONE, FIBER, OPTIC, ELECTRIC, CABLE TV, AND PIPE LINES ARE UNKNOWN. THE CONTRACTOR SHALL CONTACT GORMER STATE ONE CALL BEFORE COMMENCING EXCAVATION.  
 GORMER STATE ONE CALL SYSTEM...1-800-252-1168  
 THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASSE AND LIMITED STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA.

**COVERING SPECIFICATIONS**  
 THE 2000 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION COVERING SPECIFICATIONS FOR CONSTRUCTION SHALL APPLY EXCEPT AS MODIFIED BY THE SPECIFICATIONS FOR THIS PROJECT.  
 ALL TRAFFIC CONTROL DEVICES AND SIGNS SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING FIELD MANUAL FOR TRAFFIC TRIPER CONTROL DEVICES.

**INDEX**

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES AND LEGEND
3	ESTIMATED CANTONMENT
4	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
5	EROSION CONTROL MEASURES AND REMOVALS
6	PROFILE

THIS PLAN CONTAINS 6 SHEETS.



WINDOM, MINNESOTA  
 501 EAST 8TH STREET  
 WINDOM, MINNESOTA 56101  
 PHONE: 507-325-2200  
 FAX: 507-325-2201  
 WWW: WWW.SEH.COM

CITY OF WINDOM  
 COTTONWOOD COUNTY

DATE: 02/22/2011  
 SHEET NO.: 1  
 OF: 6  
 PROJECT NO.: WINDM 116800

STATEMENT OF ESTIMATED QUANTITIES

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	AS BUILT
<b>BASE BID</b>					
1	01 71 13	MOBILIZATION FOR DEMOLITIONS	LUMP SUM	1	
2	01 71 13	MOBILIZATION FOR RIFFLE PLACEMENT AND ALL OTHER CONSTRUCTION	LUMP SUM	1	
3	31 25 10	CONTROL OF WATER	LUMP SUM	1	
4	31 25 10	EROSION CONTROL (INCLUDES ALL METHODS REQUIRED TO MITIGATE SEDIMENT MITIGATION DOWNSTREAM)	LUMP SUM	1	
5	31 11 00	CLEARING AND GRUBBING	LUMP SUM	1	
6	02 41 33	REMOVAL OF DAM AND EAST ABUTMENT	LUMP SUM	1	
7	02 41 33	REMOVAL OF INLET DRAINAGE STRUCTURE	LUMP SUM	1	
8	02 41 33	REMOVAL OF SMALL DRAINAGE STRUCTURE	LUMP SUM	1	
9	02 41 33	REMOVAL OF 60" CMP PIPE AND COLLARS	LUMP SUM	1	
10	02 41 33	REMOVAL OF WEST ABUTMENT	LUMP SUM	1	
11	32 92 30	SITE RESTORATION (PREPARATION, SEED, FERTILIZER, EROSION PROTECTION)	ACRE	1	
12	01 55 15	STOCKPILE AREA RESTORATION	LUMP SUM	1	
13	31 37 00	MISCELLANEOUS RIPRAP AND ROCK PLACEMENT AND RELOCATION	HR	16	
14	31 37 00	PLACEMENT OF ROCK RIFFLES FOR LOWER RIFFLE CENTER 120 FEET (INCLUDES EXCAVATION AND PLACEMENT OF WEIR STONES AND RIPRAP)	LF	120	
15	31 37 00	PLACEMENT OF ROCK RIFFLES FOR UPPER RIFFLE CENTER 120 FEET (INCLUDES EXCAVATION AND PLACEMENT OF WEIR STONES AND RIPRAP)	LF	120	
16	31 37 00	PLACEMENT OF ROCK RIFFLES TIEBACKS FOR LOWER RIFFLE WITH NO WEIR STONES (INCLUDES EXCAVATION AND PLACEMENT OF RIPRAP)	LF	120	
17	31 37 00	PLACEMENT OF ROCK RIFFLES TIEBACKS FOR UPPER RIFFLE WITH NO WEIR STONES (INCLUDES EXCAVATION AND PLACEMENT OF RIPRAP)	LF	130	
18	31 37 00	PLACEMENT OF MNDOT CLASS III RIPRAP OVER EXISTING CONCRETE RIPRAP	LF	150	
19	31 37 00	PLACEMENT OF MNDOT CLASS III RIPRAP IN EXPOSED BANK AREAS (INCLUDES REQUIRED GEOTECHNICAL FABRIC)	LF	150	

<b>ALTERNATE BID #1</b>					
A.1.1	31 37 00	WEIR STONES/DELIVERED	EACH	30	
A.1.2	31 37 00	WEIR STONES/DELIVERED - QUARRIED ROCK	EACH	150	
A.1.3	31 37 00	MNDOT CLASS I RIPRAP (RIFFLE RIPRAP BASE FOR WEIR STONES)/ DELIVERED	CY	50	
A.1.4	31 37 00	MNDOT CLASS IV RIPRAP - FIELD STONE (RIFFLE RIPRAP AROUND WEIR STONES) DELIVERED	CY	100	
A.1.5	31 37 00	MNDOT CLASS IV RIPRAP - QUARRIED ROCK (RIFFLE RIPRAP AROUND WEIR STONES) DELIVERED	CY	2500	
A.1.6	31 37 00	MNDOT CLASS III (RIPRAP OVER EXISTING CONCRETE RIPRAP) DELIVERED	CY	200	
A.1.7	01 55 15	HAUL ROAD MAINTENANCE AND REPAIR	LS	1	

<b>ALTERNATE BID #2</b>					
A.2.1	31 37 00	WEIR STONES/DELIVERED - QUARRIED ROCK	EACH	180	
A.2.2	31 37 00	MNDOT CLASS I RIPRAP (RIFFLE RIPRAP BASE FOR WEIR STONES)/ DELIVERED	CY	50	
A.2.3	31 37 00	MNDOT CLASS IV RIPRAP - QUARRIED ROCK (RIFFLE RIPRAP AROUND WEIR STONES) DELIVERED	CY	2600	
A.2.4	31 37 00	MNDOT CLASS III (RIPRAP OVER EXISTING CONCRETE RIPRAP) DELIVERED	CY	200	
A.2.5	01 55 15	HAUL ROAD MAINTENANCE AND REPAIR	LS	1	

DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DESIGNED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 REVISIONS: \_\_\_\_\_

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 DATE: 10/03/2011 U.S. No. 20410



401 EAST 8TH STREET  
 SUITE 500  
 PHOENIX, ARIZONA 85001  
 WWW.SEH.COM

WINDOM,  
 MINNESOTA

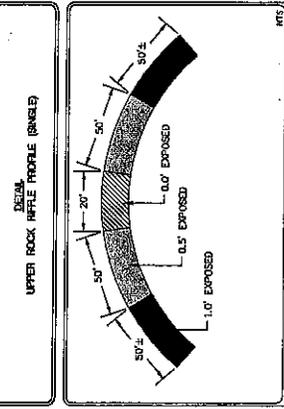
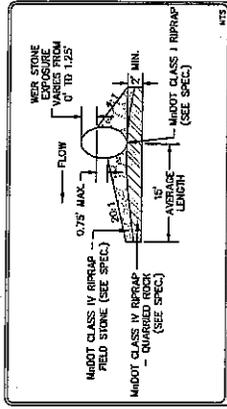
STATEMENT OF  
 ESTIMATED QUANTITIES





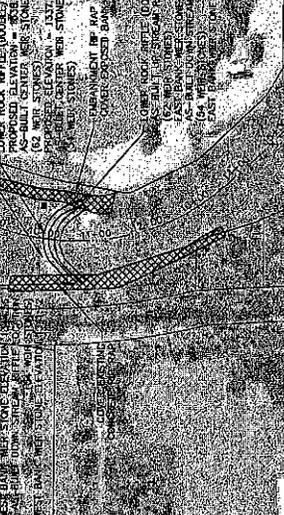
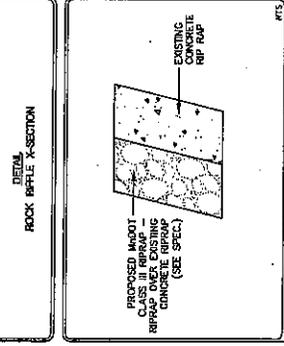
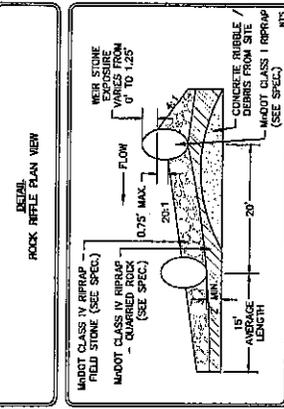
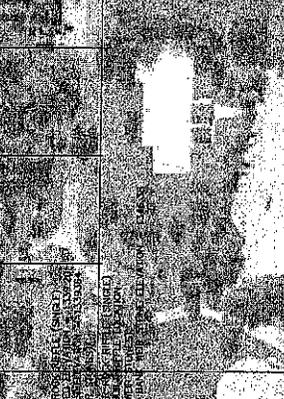


EXISTING DAM  
 LOWER ROCK RIFLES (DOUBLE)  
 PROPOSED ELEVATION = 322.40 (TOP STREAM RIFLE)  
 AS-BUILT CENTER WEIR STONE ELEVATION = 325.50  
 PROPOSED ELEVATION = 327.00 (DOWN STREAM RIFLE)  
 PROPOSED CENTER WEIR STONE ELEVATION = 326.94  
 (SEE SPECIFICATIONS)  
 DAM-BUILT BY RFP  
 COVERED-ROCKED BANK  
 LOWER ROCK RIFLES (DOUBLE)  
 PROPOSED ELEVATION = 322.40 (TOP STREAM RIFLE)  
 AS-BUILT CENTER WEIR STONE ELEVATION = 325.50  
 PROPOSED ELEVATION = 327.00 (DOWN STREAM RIFLE)  
 PROPOSED CENTER WEIR STONE ELEVATION = 326.94  
 (SEE SPECIFICATIONS)  
 DAM-BUILT BY RFP  
 COVERED-ROCKED BANK



DETAIL: ROCK RIFLE PLAN VIEW

ELEVATION	0	40	80	120	160	200	240	280	320	360	400
1370											
1360											
1350											
1340											
1330											
1320											
1310											
1300											



- NOTES:
1. ALL REMOVALS SHALL BE COMPLETED PRIOR TO CONSTRUCTION.
  2. MN DNR STAFF WILL BE ON SITE TO DETERMINE FINAL ROCK RIFLE LOCATIONS AND ELEVATIONS.
  3. MUNIES RIVER ABOVE WINDOM, MN.

RECORD DRAWING

DATE: 10/25/2011

SCALE: AS SHOWN

PROJECT: WINDOM, MINNESOTA

CLIENT: WINDOM, MINNESOTA

DATE: AUG. 18, 2011

5

6

SEH

401 EAST 8TH STREET  
 SUITE 100  
 WINDOM, MN 56125  
 PHONE: (507) 333-7000  
 FAX: (507) 333-7001  
 WWW.SEH.COM

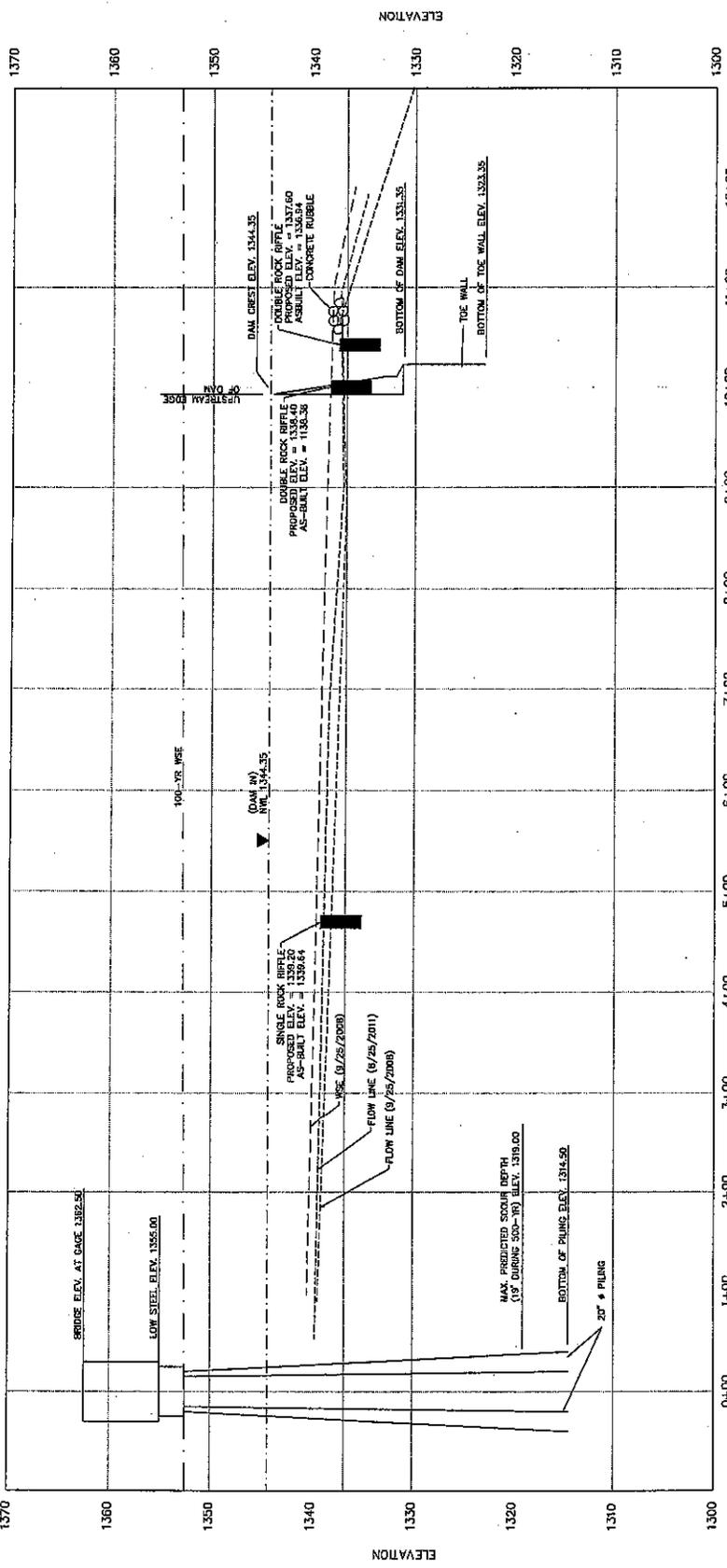
WINDOM, MINNESOTA

RIFFLE INSTALLATION

DATE: AUG. 18, 2011

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DISTANCE ALONG DES MOINES RIVER

- NOTES:
1. DIFFERENCE BETWEEN NGVD 1929 AND NAVD 1988 IS 0.14 FEET.
  2. ALL ELEVATIONS ARE 50.00 FEET.

- SOURCES:
1. SURVEY BY ZESKE LAND SURVEY
  2. MN/DOT BRIDGE PLANS FOR BRIDGE NO. 17002 (1975 AND 1995)
  3. DAM CONSTRUCTION PLANS - EGER STEEL CO. (1952)
  4. FEMA FIRM PANEL NO. 270390-000C (1989)
  5. MN/DOT BRIDGE HYDRAULICS REPORT FROM BRIDGE INFO WEB TOOL.

DRAWN BY: [ ] DESIGNED BY: [ ] CHECKED BY: [ ]	DATE: [ ] DATE: [ ] DATE: [ ]	REVISIONS: [ ] NO. BY DATE	RECORD DRAWING DATE: [ ] CHECKED BY: [ ] DRAWN BY: [ ]	DATE: 10/24/2011 L.S. No. 20413 Barry Kuhn, P.E.	401 EAST 6TH STREET SUITE 200 ST. PAUL, MN 55101 TEL: 651.333.7000 FAX: 651.333.7000 www.seh.com	WINDOM, MINNESOTA	PROFILE	FILE NO.: FROM 11890 DATE: MAR. 18, 2011	6
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# BOLTON & MENK, INC.

Consulting Engineers & Surveyors

12224 Nicollet Avenue • Burnsville, MN 55337

Phone (952) 890-0509 • Fax (952) 890-8065

www.bolton-menk.com

December 6, 2011

City of Windom  
444 9<sup>th</sup> Street  
PO Box 38  
Windom, MN 56101

Re: Payment Request No. 2  
Wastewater Treatment Improvements  
Windom, Minnesota  
BMI Project No. M21.103066

Attn: Steve Nasby, City Administrator

Dear Mayor and Council Members:

Enclosed is Payment Request No. 2 from Robert L. Carr Company, in the amount of \$140,687.55 for the referenced project. We have reviewed the request and recommend you make full payment.

Please forward one signed copy to Robert L. Carr Company, return one copy to me and retain the remaining copies for your use.

Respectfully Submitted,

BOLTON & MENK, INC.

R. Kelly Yahnke  
Project Engineer

Enc.

cc: Mike Haugen, Wtr-WW Supt.  
Kirk Yahnke, Bolton & Menk, Inc.

G:\WIND\M21103066\8\_Constr\_Phase\Pay Estimates\Payreq 2.doc

# AIA Document G702™ - 1992

## Application and Certificate for Payment

Page 1 of 5

TO OWNER: City of Windom, Minnesota  
 PROJECT: Wastewater Treatment Imp. Windom, Minnesota  
 APPLICATION NO. 2  
 PERIOD TO: 12/30/11  
 DISTRIBUTION TO: OWNER  ARCHITECT  CONTRACTOR  FIELD  OTHER

FROM CONTRACTOR: Robert L. Carr Co. VIA ARCHITECT: Bolton & Menk, Inc.  
 CONTRACT FOR:  
 CONTRACT DATE:  
 PROJECT NOS:

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM ..... \$ 2,260,000.00
- 2. Net change by Change Orders ..... \$ -0-
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 2,260,000.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 193,066.00

### 5. RETAINAGE:

- a. 5 % of Completed Work (Column D + E on G703) ..... \$ 6,518.50
- b. 5 % of Stored Material (Column F on G703) ..... \$ 3,134.80

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 9,653.30

6. TOTAL EARNED LESS RETAINAGE ..... \$ 183,412.70  
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 42,725.15  
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 140,687.55

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 2,076,587.30  
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$	\$
TOTALS	\$	\$
NET CHANGES by Change Order	\$ -0-	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Robert L. Carr Co.

By: *Robert L. Carr*  
 State of: Minnesota

Date: 1/5/12

County of: Lyon

Subscribed and sworn to before

me this 5th day of January

Notary Public: *Melissa L. Gile*

My Commission expires: 1/31/15



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 140,687.55  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT

By: *R. Kelly Walsh*

Date: 1-6-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Owner:

Date:



APPLICATION NO. 2  
 PERIOD TO: 12/30/11  
 APPLICATION DATE:

Wastewater Treatment Improvements  
 Windom, Minnesota

A	B	C	D	E	F	G	H	
SECT. NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPS.	THIS PERIOD COMPLETED	STORED MATERIALS	TOTAL COMPLETED & STORED	% TO FINISH	BALANCE TO FINISH
2550	Site Utilities	21,000				0	0%	21,000
2600	Roads, Walks, and Curbs	10,000				0	0%	10,000
2920	Seeding and Turf Restoration	5,000				0	0%	5,000
2371	Erosion Control	18,000		3,060		3,060	17%	14,940
3200	Concrete Reinforcement							
	Material	30,000		5,000	25,000	30,000	100%	0
	Labor	15,000		5,000		5,000	33%	10,000
3300	Cast-in-Place Concrete							
	Lift Station 1st Lift	75,000		25,000		25,000	33%	50,000
	Lift Station 2nd Lift	75,000				0	0%	75,000
	Lift Station 3rd Lift	75,000				0	0%	75,000
	Vault	25,000				0	0%	25,000
	Miscellaneous Concrete	20,000				0	0%	20,000
	Subtotal	981,805	20,000	110,370	62,696	193,066	20%	788,739



APPLICATION NO. 2  
 PERIOD TO: 12/30/11  
 APPLICATION DATE:

Wastewater Treatment Improvements  
 Windom, Minnesota

A	B	C	D	E	F	G	H
WORK COMPLETED							
SECT. NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPS.	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETED & STORED	BALANCE TO FINISH
							%
16150	Electric Motors	3,000				0	0%
16200	Power Generation Systems	130,000				0	0%
16400	Electric Distribution	20,000				0	0%
16500	Lighting	5,000				0	0%
16900	Starters and Motor Controls	10,000				0	0%
16950	Instrumentation & Controls	450,000				0	0%
Grand Total		2,260,000	20,000	110,370	62,696	193,066	9%
							2,066,934

Attachment to  
 Application and Certificate for Payment No. 2 (period to 12/30/11)

Contractor: Robert L. Carr Co.

Re: Wastewater Treatment Improvements  
 Windom, Minnesota

Subject: Unit price billing

Item A: Interceptor Sewer Replacement	Actual Qty/Unit	Unit Price	Amount
1. Remove Sanitary Manhole	_____	\$500.00	\$0.00
2. 8" PVC Sanitary Sewer Pipe	_____	\$45.00	\$0.00
3. 21" PVC Sanitary Sewer Pipe	_____	\$215.00	\$0.00
4. Sanitary Manhole, DES 4007-48"	_____	\$510.00	\$0.00
5. Sanitary Sewer Manhole DES Special	_____	\$1,100.00	\$0.00
6. Sanitary Sewer Outside Drop	_____	\$200.00	\$0.00
7. Sanitary Sewer Inside Drop	_____	\$1,750.00	\$0.00
8. Sanitary Sewer Manhole Casting Assembly	_____	\$500.00	\$0.00
9. Chimney Seal, Sanitary Manhole	_____	\$300.00	\$0.00
10. Cleanout	_____	\$800.00	\$0.00
Total - Item A			\$0.00
Item B: Inverted Siphon/River Crossing Replacement			
1. Remove Sanitary Manhole	_____	\$500.00	\$0.00
2. 18" PVC Sanitary Sewer Pipe	_____	\$48.00	\$0.00
3. 6" HDPE DR 11 (DIPS) Trenchless Sanitary Sewer Pipe	_____ 206 LF	\$75.00	\$15,450.00
4. 14" HDPE DR 11 (IPS) Trenchless Sanitary Sewer Pipe	_____ 206 LF	\$130.00	\$26,780.00
5. Sanitary Manhole, DES 4007-48"	_____	\$250.00	\$0.00
6. Sanitary Manhole, Siphon Inlet Structure	_____	\$910.00	\$0.00
7. Sanitary Sewer Manhole Casting Assembly	_____	\$500.00	\$0.00
8. Chimney Seal, Sanitary Manhole	_____	\$300.00	\$0.00
Total Item B			\$42,230.00

STORED MATERIAL INVENTORY

Wastewater Treatment Improvements  
Windom, Minnesota

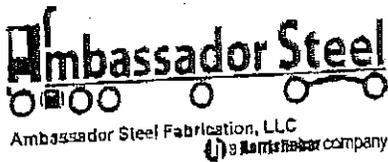
ATTACHMENT TO APPLICATION AND CERTIFICATE  
PER PAY REQUEST NO. 2

Period to: 12/30/11

Item No.	Description	1st Pay No.	Supplier	Invoice No.	Invoice Amount	Amount Stored Prev. App.	Amount Installed Prev. App.	Net Amt. Stored This App.
A	Interceptor Sewer	1	HD Supply (Schmidt)	4029734	24,977.32	15,408		15,408
B	River Crossing	1	HD Supply (Schmidt)	Inc. Above	Inc. Above	9,569	9,569	0
3200	Concrete Reinforcement	2	Ambassador Steel	2997058	26,047.58			25,000
A	Interceptor Sewer	2	Hancock (Schmidt)	169184	5,982.09			2,991
B	River Crossing	2	Hancock (Schmidt)	Inc. Above	Inc. Above			2,991
A	Interceptor Sewer	2	Hancock (Schmidt)	169207	4,964.24			4,964
A	Interceptor Sewer	2	Hancock (Schmidt)	169208	7,507.15			5,909
B	River Crossing	2	Hancock (Schmidt)	Inc. Above	Inc. Above			1,598
A	Interceptor Sewer	2	Hancock (Schmidt)	169214	3,835.38			3,835

TOTALS

73,313.76      24,977.00      9,569.00      62,696.00



Please remit to:  
 Ambassador Steel Fabrication, LLC  
 75 Remittance Drive, Ste 1572  
 Chicago, IL 60675-1572

2800 Central Avenue NE  
 Minneapolis, Mn 55418

Original Invoice No. 2997058  
 Date: 12/15/2011

Bill To:

ROBERT L CARR CO  
 1601 N HIGHWAY 59  
 P O BOX 1215  
 MARSHALL, MN 56258-2754

Ship To:

WINDOM-WWTP  
 400 SOUTH DRAKE AVE  
 WINDOM, MN 56101

Contract# 01111239		Customer ID CARR		BOL# 183630-1	
P.O. No.	FOB Location	Ship Via	Date Shipped	ASF026	Terms
WINDOM	Destination	COMPANY TRUCK	12/15/2011		NET 30 DAYS
Barlist	Bid Item	Description	Quantity	Unit Price	Amount
0001B	001	WALL & SLAB REINFORCING TO ELEV.	27033 Lbs.		
0002B	001	1341.50	19173 Lbs.		
0004B	001	WALL & SLAB REINFORCING ABOVE ELEVATION 1341.50 GENERATOR PAD & CHLORINE BASIN	769 Lbs.		
Material Total					\$24,372.00
Material Escalation					\$0.00
Sub Total					\$24,372.00
Tax					\$1,675.58
Total Amount Due					\$26,047.58
		Material Escalation			
		Rebar	Mesh	Other	
All		\$0.00	\$0.00	\$0.00	
\$1,675.58	\$0.00	\$0.00	\$0.00	\$0.00	
6.875%	0.00%	0.00%	0.00%	0.00%	

*Stored Material  
 Pay Request No 2  
 Section 3200*

CASH DISCOUNT: Cash discount of \$0.00 may be taken if paid by 1/14/2012

Make all checks payable to Ambassador Steel Fabrication in U.S. Dollars.  
 A service charge of 1 1/2 % per month will be added to all Invoices 30 days past date of invoice.  
 Please refer billing questions to: 641-792-7142 Fax 641-792-2920

*Stored amount: \$ 25,000.00*

\*\*Please see last page of Invoice for Total Amount Due\*\*



Hancock Concrete Products, LLC.  
 17 Atlantic Avenue  
 Hancock, MN 56244  
 Phone: (320) 392-5207  
 Fax: (320) 392-5155

**INVOICE 169184**

Invoice Date: 12/28/2011

**OFFICE**

Sold to: 115  
 SCHMIDT CONSTRUCTION  
 BILL SCHMIDT  
 30103 U.S. HWY 71  
 REDWOOD FALLS, MN 56283

Job Number: 11-00257  
 Ship to: WINDOM - WWTF  
 WINDOM, MN

SHIP DATE	TRUCK DRIVER	CONTRACT NO	TERMS	PAGE			
12/28/2011	Jerry Ver Steeg H		Net 30	1			
LOAD	TRAILER	SALES REP	EXEMPT #	TICKET NO			
136161		4		169184			
Item	Description	Pieces	Units	Shipped	Unit Price	TX	Extension

Structure: MH D

MIB-0072-48G	72" X 48" INT. BOTTOM GASK W/STEPS, INV & OS BASE 100"X8"	1	1 EA	1	\$2,075.04	<input checked="" type="checkbox"/>	\$2,075.04
M72-8612-C 4	86" X 12" GASK MH COVER SLAB W/48" HOLE	1	1 EA	1	\$723.60	<input checked="" type="checkbox"/>	\$723.60
<b>Structure Total</b>							<b>\$2,798.64</b>

Structure: MH E

MIB-0072-48G	72" X 48" INT. BOTTOM GASK W/STEPS, INV & OS BASE 100"X8"	1	1 EA	1	\$2,075.04	<input checked="" type="checkbox"/>	\$2,075.04
M72-8612-C G	86" X 12" MANHOLE TOP SLAB GASKETED	1	1 EA	1	\$723.60	<input checked="" type="checkbox"/>	\$723.60
<b>Structure Total</b>							<b>\$2,798.64</b>

Taxable	\$5,597.28
Non-Taxable	\$0.00
<b>Sub Total</b>	<b>\$5,597.28</b>
Tax	\$384.81
<b>Invoice Total</b>	<b>\$5,982.09</b>
Less Deposit	\$0.00
<b>Invoice Balance</b>	<b>\$5,982.09</b>

Stored Material  
 Pay Request No. 2  
 Item A: \$ 2991.00  
 Item B: \$ 2991.00



Hancock Concrete Products, LLC  
 17 Atlantic Avenue  
 Hancock, MN 56244  
 Phone: (320) 392-5207  
 Fax: (320) 392-5155

**INVOICE 169207**  
 Invoice Date: 12/27/2011

**OFFICE**

Sold to: 115  
 SCHMIDT CONSTRUCTION  
 BILL SCHMIDT  
 30103 U.S. HWY 71  
 REDWOOD FALLS, MN 56283

Job Number: 11-00257  
 Ship to: WINDOM - WWTF  
 WINDOM, MN

SHIP DATE	TRUCK/DRIVER	CONTRACT NO.	TERMS	PAGE			
12/27/2011	Rick Thielke H		Net 30	1			
LOAD	TRAILER	SALES REP	EXEMPT #	TICKET NO			
136160		4		169207			
Item	Description	Pieces	Units	Shipped	Unit Price	TX	Extension

Structure: MH B

M48-SECT-5.3	48" X 5.33' GASK MH BBL W/STEPS NO HOLES	1	5.333 FT	5.333	\$85.68	<input checked="" type="checkbox"/>	\$456.93
M48-SECT-5.3	48" X 5.33' GASK MH BBL W/STEPS W/HOLES	1	5.333 FT	5.333	\$85.68	<input checked="" type="checkbox"/>	\$456.93
M48-ECC CO	48" X 3.50' GASK/REG ECCENTRIC CONE W/STEPS	1	3.5 FT	3.5	\$85.68	<input checked="" type="checkbox"/>	\$299.88
GSK-0048MH	48" TSS GASKET #839058 FOR MH	3	1 EA	3	\$0.00	<input checked="" type="checkbox"/>	\$0.00
MFS0084	12-08 OR 12M ~ 12" HOLE 8" PVC PSX-DD OR PLASTIC WEDGE	2	1 EA	2	\$79.92	<input checked="" type="checkbox"/>	\$159.84
MFS020	26L ~ 26" HOLE 20" CI/DI 21" PVC PSX OR STEEL WEDGE	2	1 EA	2	\$165.60	<input checked="" type="checkbox"/>	\$331.20

Structure Total \$1,704.78

Structure: MH C

MIB-0048-36G	48" X 36" INT. BOTTOM GASK W/STEPS & INV	1	1 EA	1	\$524.16	<input checked="" type="checkbox"/>	\$524.16
M48-SECT-5.3	48" X 5.33' GASK MH BBL W/STEPS NO HOLES	1	5.333 FT	5.333	\$85.68	<input checked="" type="checkbox"/>	\$456.93
M48-SECT-5.3	48" X 5.33' GASK MH BBL W/STEPS NO HOLES	1	5.333 FT	5.333	\$85.68	<input checked="" type="checkbox"/>	\$456.93
M48-SECT-5.3	48" X 5.33' GASK MH BBL W/STEPS NO HOLES	1	5.333 FT	5.333	\$85.68	<input checked="" type="checkbox"/>	\$456.93
M48-SECT-5.3	48" X 5.33' GASK MH BBL W/STEPS NO HOLES	1	5.333 FT	5.333	\$85.68	<input checked="" type="checkbox"/>	\$456.93
M48-ECC CO	48" X 3.00' GASK/REG ECCENTRIC CONE W/STEPS	1	3 FT	3	\$85.68	<input checked="" type="checkbox"/>	\$257.04
GSK-0048MH	48" TSS GASKET #839058 FOR MH	5	1 EA	5	\$0.00	<input checked="" type="checkbox"/>	\$0.00
MFS020	26L ~ 26" HOLE 20" CI/DI 21" PVC PSX OR STEEL WEDGE	2	1 EA	2	\$165.60	<input checked="" type="checkbox"/>	\$331.20

Structure Total \$2,940.12

Taxable \$4,644.90  
 Non-Taxable \$0.00

Sub Total \$4,644.90

Tax \$319.34

Invoice Total \$4,964.24

Less Deposit \$0.00

Invoice Balance \$4,964.24

Stored Material  
 Pay Request No. 2  
 Item A : \$ 4964.24



Hancock Concrete Products, LLC  
 17 Atlantic Avenue  
 Hancock, MN 56244  
 Phone: (320) 392-5207  
 Fax: (320) 392-5155

**INVOICE 169208**

Invoice Date: 12/27/2011

**OFFICE**

<b>Sold to:</b> 115 SCHMIDT CONSTRUCTION BILL SCHMIDT 30103 U.S. HWY 71 REDWOOD FALLS, MN 56283	<b>Job Number:</b> 11-00257 <b>Ship to:</b> WINDOM - WWTF  WINDOM, MN
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SHIP DATE	TRUCK DRIVER	CONTRACT NO.	TERMS	PAGE
12/27/2011	Jerry Ver Steeg H		Net 30	1
LOAD	TRAILER	SALES REP	EXEMPT #	TICKET NO
136159		4		169208

Item	Description	Pieces	Units	Shipped	Unit Price	TX	Extension
<b>Structure: MH A</b>							
MIB-0048-36G	48" X 36" INT. BOTTOM GASK W/STEPS, INV & OS 82"X8" BASE	1	1 EA	1	\$798.48	<input checked="" type="checkbox"/>	\$798.48
M48-SECT-4.0	48" X 4.00' GASK MH BBL W/STEPS NO HOLES	1	4 FT	4	\$85.68	<input checked="" type="checkbox"/>	\$342.72
M48-SECT-4.0	48" X 4.00' GASK MH BBL W/STEPS NO HOLES	1	4 FT	4	\$85.68	<input checked="" type="checkbox"/>	\$342.72
M48-SECT-2.6	48" X 2.67' GASK MH BBL W/STEPS NO HOLES	1	2.666 FT	2.666	\$85.68	<input checked="" type="checkbox"/>	\$228.42
M48-ECC CO	48" X 4.00' GASK/REG ECCENTRIC CONE W/STEPS	1	4 FT	4	\$85.68	<input checked="" type="checkbox"/>	\$342.72
GSK-0048MH	48" TSS GASKET #839058 FOR MH	4	1 EA	4	\$0.00	<input checked="" type="checkbox"/>	\$0.00
MFS020	26L ~ 26" HOLE 20" CI/DI 21" PVC PSX OR STEEL WEDGE	1	1 EA	1	\$165.60	<input checked="" type="checkbox"/>	\$165.60
MFS021	30A ~ 30" HOLE 21" RCP WALL "B" PSX-2 OR STEEL WEDGE	1	1 EA	1	\$200.16	<input checked="" type="checkbox"/>	\$200.16
<b>Structure Total</b>							<b>\$2,420.82</b>
<hr/>							
<b>Structure: MH B</b>							
MIB-0048-36G	48" X 36" INT. BOTTOM GASK W/STEPS, INV & OS 82"X8" BASE	1	1 EA	1	\$798.48	<input checked="" type="checkbox"/>	\$798.48
<b>Structure Total</b>							<b>\$798.48</b>
<hr/>							
<b>Structure: MH D</b>							
MRR-HORSES	HORSESHOES 6"	23	1 EA	23	\$13.68	<input checked="" type="checkbox"/>	\$314.64
<b>Structure Total</b>							<b>\$314.64</b>
<hr/>							
<b>Structure: MH F</b>							
MIB-0048-36G	48" X 36" INT. BOTTOM GASK W/STEPS, INV & OS 82"X8" BASE	1	1 EA	1	\$798.48	<input checked="" type="checkbox"/>	\$798.48
M48-SECT-1.3	48" X 1.33' GASK MH BBL W/STEPS NO HOLES	1	1.333 FT	1.333	\$85.68	<input checked="" type="checkbox"/>	\$114.21
M48-ECC CO	48" X 3.00' GASK/REG ECCENTRIC CONE W/STEPS	1	3 FT	3	\$85.68	<input checked="" type="checkbox"/>	\$257.04
GSK-0048MH	48" TSS GASKET #839058 FOR MH	2	1 EA	2	\$0.00	<input checked="" type="checkbox"/>	\$0.00
MFS018	22M ~ 22" HOLE 18" PVC F679 PSX-2 OR STEEL WEDGE	2	1 EA	2	\$162.72	<input checked="" type="checkbox"/>	\$325.44
<b>Structure Total</b>							<b>\$1,495.17</b>
<hr/>							
<b>Structure: Other</b>							
ESS INFI-SHI	36" OD X 12" INFI-SHIELD EXTERNAL 27" MANHOLE SEAL	6	1 EA	6	\$223.92	<input checked="" type="checkbox"/>	\$1,343.52
ESS INFI-SHI	9" X 50' ROLL GATOR WRAP	2	1 ROLL	2	\$217.80	<input checked="" type="checkbox"/>	\$435.60
MRR-0027-2	27" X 2" MH ADJUSTING RING	20	1 EA	20	\$10.80	<input checked="" type="checkbox"/>	\$216.00
<b>Structure Total</b>							<b>\$1,995.12</b>



Hancock Concrete Products, LLC  
17 Atlantic Avenue  
Hancock, MN 56244  
Phone: (320) 392-5207  
Fax: (320) 392-5155

**INVOICE 169208**

Invoice Date: 12/27/2011

**OFFICE**

Taxable	\$7,024.23
Non-Taxable	\$0.00
<hr/>	
Sub Total	\$7,024.23
<hr/>	
Tax	\$482.92
<hr/>	
Invoice Total	\$7,507.15
<hr/>	
Less Deposit	\$0.00
<hr/>	
Invoice Balance	\$7,507.15

Stored Material  
Pay Request No. 2

Item A: \$ 5909<sup>00</sup>

Item B: \$ 1598<sup>00</sup>



Hancock Concrete Products, LLC  
 17 Atlantic Avenue  
 Hancock, MN 56244  
 Phone: (320) 392-5207  
 Fax: (320) 392-5155

**INVOICE 169214**

Invoice Date: 12/28/2011

**OFFICE**

Sold to: 115 SCHMIDT CONSTRUCTION BILL SCHMIDT 30103 U.S. HWY 71 REDWOOD FALLS, MN 56283	Job Number: 11-00257 Ship to: WINDOM - WWTF WINDOM, MN
--	--

SHIP DATE	TRUCK DRIVER	CONTRACT NO.	TERMS	PAGE			
12/28/2011	Rick Thielke H		Net 30	1			
LOAD	TRAILER	SALES REP	EXEMPT.#	TICKET NO.			
136163		4		169214			
Item	Description	Pieces	Units	Shipped	Unit Price	TX	Extension

Structure: MH D

M48-SECT-5.3	48" X 5.33' GASK MH BBL W/STEPS NO HOLES	1	5.333 FT	5.333	\$85.68	<input checked="" type="checkbox"/>	\$456.93
M48-SECT-5.3	48" X 5.33' GASK MH BBL W/STEPS W/HOLES	1	5.333 FT	5.333	\$85.68	<input checked="" type="checkbox"/>	\$456.93
M48-SECT-3.0	48" X 3.00' GASK MH BBL W/STEPS NO HOLES	1	3 FT	3	\$85.68	<input checked="" type="checkbox"/>	\$257.04
M48-ECC CO	48" X 4.00' GASK/REG ECCENTRIC CONE W/STEPS	1	4 FT	4	\$85.68	<input checked="" type="checkbox"/>	\$342.72
GSK-0048MH	48" TSS GASKET #839058 FOR MH	4	1 EA	4	\$0.00	<input checked="" type="checkbox"/>	\$0.00
GSK-007202	72" PROFILE GASKET FOR MANHOLE PS23	1	1 EA	1	\$0.00	<input checked="" type="checkbox"/>	\$0.00
MFS020	26L ~ 26" HOLE 20" CI/DI 21" PVC PSX OR STEEL WEDGE	2	1 EA	2	\$165.60	<input checked="" type="checkbox"/>	\$331.20
MFS0084	12-08 OR 12M ~ 12" HOLE 8" PVC PSX-DD OR PLASTIC WEDGE	2	1 EA	2	\$79.92	<input checked="" type="checkbox"/>	\$159.84
MFS014	20" HOLE 14" PVC PSX-2 DIRECT DRIVE OR STEEL WEDGE	1	1 EA	1	\$130.32	<input checked="" type="checkbox"/>	\$130.32
MFS0065	12-06 ~ 12" HOLE 6" PVC PSX-DD OR PLASTIC WEDGE	1	1 EA	1	\$79.92	<input checked="" type="checkbox"/>	\$79.92
M-OSDROP-8	OUTSIDE DROP W/8" SDR35 ELBOW	1	1 EA	1	\$378.72	<input checked="" type="checkbox"/>	\$378.72
<b>Structure Total</b>							<b>\$2,593.62</b>

Structure: MH E

M72-SECT-3.0	72" X 3.00' GASK. MH BBL W/STEPS	1	3 FT	3	\$207.36	<input checked="" type="checkbox"/>	\$622.08
GSK-007202	72" PROFILE GASKET FOR MANHOLE PS23	2	1 EA	2	\$0.00	<input checked="" type="checkbox"/>	\$0.00
MFS014	20" HOLE 14" PVC PSX-2 DIRECT DRIVE OR STEEL WEDGE	1	1 EA	1	\$130.32	<input checked="" type="checkbox"/>	\$130.32
MFS0065	12-06 ~ 12" HOLE 6" PVC PSX-DD OR PLASTIC WEDGE	1	1 EA	1	\$79.92	<input checked="" type="checkbox"/>	\$79.92
MFS018	22M ~ 22" HOLE 18" PVC F679 PSX-2 OR STEEL WEDGE	1	1 EA	1	\$162.72	<input checked="" type="checkbox"/>	\$162.72
<b>Structure Total</b>							<b>\$995.04</b>

Taxable \$3,588.66  
 Non-Taxable \$0.00

Sub Total \$3,588.66

Tax \$246.72

Invoice Total \$3,835.38

Less Deposit \$0.00

Invoice Balance \$3,835.38

Stored Material  
 Pay Request No- 2  
 Item A: \$ 3835.00



## Strategy IV

**Public Facilities:** Maintain and upgrade public infrastructure and city facilities pursuant to a defined and prioritized plan

Characteristics and descriptions that define this strategy include:

- Develop a maintenance plan for public infrastructure and city facilities
- Prioritize upgrades to equipment and facilities
- Work with professional staff, consultants and engineers to obtain technical input
- Prioritize capital improvements, such as fire hall, dam, community center, pool, arena, streets, water, wastewater and library
- Research resources to plan and finance capital improvements
- Seek creative financing tools
- Discuss the current assessment policy
- Explore other sources of revenue
- Citizen input concerning city services, facilities and programs.
- 2007 pool feasibility study
- Local option sales tax and franchise fees

### Goals

**1. Implement a capital improvement plan**

Actions:

- a. Update, enhance and formalize capital improvement plan

**2. Develop resources and funding available for capital improvements**

Actions:

- a. Study and evaluate all resources for planning, financing and constructing capital improvements