

Council Meeting
Tuesday, May 15, 2012
City Council Chambers
7:30 p.m.
AGENDA



Call to Order
Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes–May 1, 2012
2. Consent Agenda
 - Minutes
 - Tree Commission – May 2, 2012
 - Library Board – May 8, 2012
 - Planning Commission – May 8, 2012
 - License Applications
 - Amplification Equipment
 - Windom Riverfest Committee – June 9, 2012
 - Phat Pheasant Pub – June 8 & 9, July 27 & 28 and August 24 & 25
 - Correspondence
 - Plum Creek Library System Agency Agreement
3. Department Heads
4. 2012 Emergency Medical Service Week Proclamation
5. Public Comments
 - Kelsey Carlson– Windom Area Chamber of Commerce – Riverfest
 - Frank Dorpinghaus – Executive Order – National Defense Resources Preparedness
6. Consider Proposals and Award Sale of General Obligation Refunding Bonds, Series 2012A
 - Presentation of Bond Bids
 - Resolution for the Issuance, Sale and Delivery
 - Agreement for Past Issuance Debt Compliance
7. Award Seal Coat Bids
8. Acceptance of Remick Grant - Signs
9. Windom Area School – Picnic Table Request
10. Hiring Recommendations (Seasonal & Part-time)
11. New Business
12. Old Business
13. Regular Bills
14. Council Concerns
15. Capital Improvement Planning Workshop Reminder – May 22, 2012 and May 29, 2012



Adjourn

**Regular Council Meeting
Windom City Hall, Council Chamber
May 1, 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; Marv Grunig, Electric Utility Manager; Aaron Backman, EDA Director; Mike Haugen, Water/Wastewater Superintendent and Jeff Dahna, Telecom

3. Pledge of Allegiance

4. Approval of Minutes:

Motion by Powers second by Fossing, to approve the City Council minutes from April 17, 2012. Motion carried 4 – 0 (Ray absent).

5. Consent Agenda:

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

- Utility Commission – April 2, 10 and 25, 2012

Kruse said there was an application for an Amplification Permit from the Phat Pheasant for May 18 and May 19, 2012 and the application was handed out this evening.

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

6. Department Heads:

Aaron Backman, EDA Director, said that the Remick Foundation had recently contacted him about the City's request for funding for entrance signs and directional signage. The April 21, 2012 letter from the Remick Foundation indicated that they would provide \$30,000 for the entrance signs in the form of a matching grant and a gift of \$5,000 for the directional signage. Backman said he would present the information to the EDA Board and

work on ideas for raising the matching funds. He envisioned three entrance signs with two on Highway 60 and one for Highway 71 north. Once this item was to the EDA Board on May 14 he anticipated having their recommendation ready for the May 14 City Council meeting.

Powers asked about the directional signs. Backman said they would be in the Highway 60/71 corridor and be at fixed locations.

Kruse and Jones congratulated Backman on the project and noted that this fits within the goals of the long-range plan.

7. Resolution Recognizing the 2011-12 Knowledge Bowl Team:

Kruse thanked the student team members and coaches for attending the meeting and said there is a certificate of recognition for them.

The Council members congratulated the team on their accomplishments.

Council member Fossing introduced the Resolution No. 2012-27, entitled “RESOLUTION RECOGNIZING THE 2011-12 WINDOM KNOWLEDGE BOWL TEAM” and moved its adoption. The resolution was seconded by Jones and on roll call vote: Aye: Jones, Maricle, Powers and Fossing. Nay: None. Absent: Ray. Resolution passed 4 – 0.

8. Electric Items:

WAPA Reservation Contract – Marv Grunig, Electric Utility Manager, said that the City of Windom is a long-term customer of the Western Area Power Agency (WAPA) and our current contract for power purchase lasts through December 31, 2020. Nearly half of Windom’s power comes from this hydro resource. The 2021 Power Marketing Initiative is underway for the extension of the WAPA agreements that will be for resource planning. The next time frame is 2021-2050 and the proposed document is a statement of interest in continuing the contractual agreement with WAPA and it makes no changes to our current agreement nor does it lock us into anything for the future. The City Attorney has reviewed the document and no changes are recommended. The Utility Commission has reviewed and recommended approval.

Motion by Jones second by Maricle to approve the WAPA contract to reserve firm electric service contract rates of delivery with Associated Energy for the City of Windom. Motion carried 4 – 0 (Ray absent).

Sub Station Breaker Sale – Grunig noted that the City of Windom had previously approved a bill of sale for the 69kV breaker located at the ITC sub-station. This equipment had been purchased and installed by the City of Windom at the request of Alliant Energy who were the former owners of the transmission line and sub-station at a cost of about \$172,000. The City does not have access to the site, necessary training for maintenance or the manuals for

operations of the breaker. ITC has offered to purchase the breaker from the City for the "book value" of the equipment which is set at \$143,916.04 as of October 2011. The sale was originally approved in July 2011 but the federal regulatory agencies needed to sign off on the sale so it has been delayed until now. The "book value" is lower due to depreciation, but ITC and the City have agreed to the October 2011 value. A bill of sale is in the packet and was originally approved by the City Attorney and the only change has been to the price adjustment. The Utility Commission is recommending approval of the sale of the 69kV breaker and related equipment located at the ITC sub-station.

Motion by Jones second by Fossing to approve the bill of sale as presented between the City of Windom and ITC for the 69kV breaker, which supersedes the agreement previously approved between the parties in July 2011. Motion carried 4 – 0 (Ray absent).

9. Consumer Confidence Report:

Mike Haugen, Water\Wastewater Superintendent said that the State had done its review of our municipal water and issued the annual consumer confidence report. The report covers the period of January 1, 2011 to December 31, 2011. No deficiencies or problems were noted. Copies of the report will be sent to customers in the June 2012 utility bills.

National Water Week is May 6-13. Haugen thanked his staff for all of their hard work in providing clean, safe drinking water.

Council thanked Haugen and his staff for their efforts.

10. Donation Request from the Civil Air Patrol:

Nasby said there is a letter in the Council packets from the Civil Air Patrol asking that the City consider donating the old radios from its operations for use by ham operators. The City is required, as are all cities, to be compliant with narrow band equipment by January 1, 2013. As such, the old radios are not of much value for any City use. Since this is a governmental entity making the request he is looking for Council direction.

Powers asked if the old radios can be used for other operations. Nasby said the City's operations must all use narrow-band radios, but he did not know to what extent that applied to private users.

Jones asked how many radios the City may have available. Nasby said he had not done an inventory yet, but there could be 20 mobile units and base units not including hand held units.

Powers asked if there is a market for the used equipment. Nasby did not know of a market, but there may be a value due to the presence of precious metals.

Preliminary

Fossing said there would be a lot of used radio equipment in the market as all governmental entities have to meet the new federal narrow band guidelines in 2013.

Consensus of the Council was for staff to obtain additional information regarding potential markets, other city use or what other cities have done with the equipment.

11. FAA – Agreement for Transfer of Entitlement Funds for New Airport Hanger:

Nasby said the Airport Commission and City Council had approved the construction of a new hanger at the Windom Airport. The hanger will be primarily paid for with federal FAA funding, which is covering 90% of the cost. The City is obligated to match 10% of the project costs with local funds. The City's local funding has been budgeted within the 2012 Capital Plan for \$20,000 and a General Fund loan for the balance needed to match the federal funds.

The City of Windom has approximately \$350,000 in federal FAA funds in its account; however the hanger project is estimated to cost \$500,000. To bridge the funding gap the City of Windom and City of St. James have discussed a transfer of federal FAA funding. St. James has 2010 and 2011 funds available to loan the City of Windom. Attached is an FAA transfer agreement for \$150,000. If approved by both the City of St. James and City of Windom this transfer, or loaning of federal funds, would provide the necessary monies for the 2012 Windom hanger project.

The federal FAA funds would be required to be repaid to the City of St. James within the next 3 years from future "anticipated" federal FAA funds. The City of Windom has done this type of transfer before when we did the Runway Reconstruction Project. That transfer was done with the City of Pipestone and it worked well.

Jones asked if the City expects to get federal funds in the future to cover the repayment to St. James. Nasby said the FAA funding has been very consistent and the new federal legislation appears to fund the program for 3-5 years so he expects the funding to continue so Windom can make the repayment to St. James.

Motion by Powers second by Fossing to approve the Agreement for Transfer of Entitlements between the City of Windom and City of St. James. Motion carried 4 – 0 (Ray absent).

12. New Business:

None.

13. Unfinished Business:

Kruse said the Council needed to set dates for the Capital Planning workshop. Consensus of the Council to set May 22, 2012 and May 29, 2012 as the workshop dates with the meetings starting at 6:00 p.m.

Preliminary

14. Regular Bills:

Motion by Fossing seconded by Maricle, to approve the regular bills. Motion carried 4 – 0 (Powers absent).

15. Council Concerns:

Powers asked about the new pole by the school and the water treatment plant and if they were for the new warning sirens. Grunig said the new poles were for the new sirens, but due to a production back log the new sirens likely would not be in place until fall. The existing sirens will remain operational until the switch over.

Nasby said there is a Police Department auction for two vehicles on May 5th at 11:00 a.m. at the City Street Shop.

Kruse reminded the Council of the May 14, 2012 Board of Review meeting. He noted that Powers and Ray were the Council members with the required training so one or both needed to be in attendance.

16. Adjourn:

Kruse adjourned the meeting by unanimous consent. Meeting adjourned at 8:07 pm

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

**CITY OF WINDOM TREE COMMISSION MEETING
MINUTES May 2, 2012**

1. Call to Order: The meeting was called to order by Bruce Caldwell, acting-chairperson at 5:25 p.m. in the council chambers at city hall.

2. Roll Call:

Commission Present:	Joanne Kaiser, Vicky Tucci and Deborah Polzin
Commission Absent:	Eldon Moon, Craig Zimmerman
City Staff Present:	Bruce Caldwell, City of Windom Tree Inspector
Council Liaisons:	Kelsey Fossing (Absent)
Public Present:	David Bucklin

3. Approve Minutes of March 7, 2012:
Motion by Joanne Kaiser, seconded by Vicky Tucci
Motion Carried.

4. Treasurer Report: \$300.00 balance. No activity since the March meeting.

5. Old Business:
 - a. Delivery of 42 trees is expected between the dates of May 7 - 9. MCC crew will be the area during the dates of May 14 – 16 to plant the trees.

6. New Business:
 - a. Three of the 42 trees purchased will be donated to two property owners to replace trees previously removed. Cost of the trees (totaling \$75) to come from Street Department budget.
Motion by Deborah Polzin, seconded by Joanne Kaiser
Motion Carried
 - b. Windom Lions Club purchased three trees to be planted at Island Park utilizing the services of MCC crew. The national president of the Lions Clubs is urging communities across the nation to plant more trees.

7. Open Mic: Ash trees at Windom Country Club are looking bare but this specie of tree is usually slow to leaf out. Bark protectors on young trees should be left in place until trunk grows enough to push open the plastic. Other measures should then be used to protect the trunk from mower or trimmer damage. The Committee will look into adding Emerald Ash Borer damage to the City Ordinance Code addressing the removal of trees dying from Dutch Elm and Oak Wilt diseases. Removal of dangerous trees from private property was discussed.

8. Meeting adjourned at 5:58 pm.

Next Tree Commission Meeting August 1, 2012 at 5:15 p.m. at Council Chambers.

ATTEST:

Tree Commission President _____

Tree Commission Secretary _____

Windom Library Board Meeting
Windom Library
May 8, 2012
5:05 p.m.

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

2. Roll Call: Members Present: Jan Johnson, Kathy Hiley, Charles Reid,
Mary Erickson, Beth Fleming and John Duscher

Members Absent: Anita Winkel

Library Staff Present: Dawn Aamot

City Council Member Present: None

3. Agenda and Minutes:

Motion by Charles Reid and seconded by Beth Fleming to approve the Agenda and the Minutes.

4. Financial Report:

Motion by Mary Erickson and seconded by John Duscher to approve the Financial Report.

5. Librarians Report:

Dawn reported that 3 sections of 4th grade visited the library as the school library is closed for the year and the kids are still trying to accumulate Accelerated Reading points. She issued many library cards and encouraged them to participate in the summer reading program. All four sections of first graders will come for the 1st grade field trip to the library starting on Thursday. Second grade teachers have asked to come too so second graders will visit the library next week and be encouraged to join summer reading.

Summer reading, "Dream Big at your Library", starts June 11th and runs through the end of July. The library will offer a craft on Mondays "Lunch Bunch" on Wednesdays and Story Time on Thursdays. Participants will record time spent reading for prizes. Teens will participate in "Own the Night". They will read and write reports. Two prize bags will be given at the end. Joan has had 5 people sign-up for the trip to Laura Ingalls Wilder pageant in Walnut Grove in July. Our library may sign-up 18 people. This is a Plum Creek trip funded by the state's Legacy Fund.

The Plum Creek website is currently featuring a pop-up window informing visitors to look for E-books to become available in June.

Motion by John Duscher and seconded by Charles Reid to accept the Librarian's Report.

6. Old Business:

None

7. New Business:

The Jackson library has emailed our library that they plan on approaching their Friends of the Library to ask them for financial assistance with e-books. Joan will possibly approach the Windom Friends to ask for assistance with e-books and other materials.

8. New Book Suggestions:

The board presented their suggestions.

9. Adjourn:

Motion by Charles Reid, seconded by Mary Erickson to adjourn.

Meeting adjourned at 5:26 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary

**CITY OF WINDOM
PLANNING COMMISSION
MINUTES
MAY 8, 2012**

1. Call to Order: The meeting was called to order by Chairman Hunter at 7:02 p.m.

2. Roll Call & Guest Introductions:

Planning Commission: Lindsey Cartwright, Ben Derickson, Gary Hunter, Kevin Rose, Marilyn Wahl, and Council Liaison Brad Powers.
Absent: Loie Grandprey and Greg Pfeffer.

Also Present: Planning/Zoning Staff-James Kartes (Zoning Administrator) and Mary Hensen (Adm. Asst.), and EDA Executive Director Aaron Backman.

3. Approval of Minutes:

**Motion by Commissioner Cartwright, seconded by Commissioner Rose, and carried to approve the Planning Commission Minutes for the meeting held on March 13, 2012.
Motion carried 5-0.**

4. Review of TIF Plans

A. Modified Program for Development District No. 1

B. Tax Increment Financing Plan for TIF District No. 1-16

The Planning Commission received copies of the modified map for Development District No. 1, the Modified Program for Development District No. 1, and the Tax Increment Financing Plan for the proposed new TIF District 1-16. Development District No. 1 is the entire City of Windom and within the Development District, there are numerous smaller TIF districts. The map highlights the area for the proposed new TIF district and also includes the areas that were annexed to the City since the last TIF district was established. Zoning Administrator Kartes introduced the agenda item. EDA Executive Director Aaron Backman was present to provide an overview of the project. Director Backman advised that the owners of GDF had contacted the EDA concerning the establishment of a new TIF district. The district would encompass five parcels of land situated north of Pamida and east of Highway 60 including the Bolin Lumber, Pankonin, and Koep properties. Establishment of a TIF district would allow for redevelopment of the area in phases. Director Backman explained the basic purpose and possible length of a redevelopment district, how the real estate taxes are handled in a TIF district, and eligible expenses that can be reimbursed through tax increment such as demolition of substandard buildings, site remediation and preparation, etc. Director Backman also updated the Board concerning the status of and plans for the first two parcels (former Bolin Lumberyard and Jim Bolin's former storage building). He indicated that all property owners had been contacted concerning the proposal to establish a TIF district. Both Director Backman and Building Official Jim Kartes have made preliminary inspections of the sites to gather the data required prior to the establishment of a TIF district. In answer to questions, Director Backman provided a brief list of examples of TIF districts within the City of Windom and explained the length of time for various types of TIF districts.

Zoning Administrator Kartes advised the Commissioners that the Planning Commission's role is to review the proposed Modified Program for Development District No. 1 and the proposed Tax Increment Financing Plan for TIF District No. 1-16 and verify that both conform with the City's general plans for development and redevelopment as contained in the City's

Comprehensive Plan. He further advised that a TIF district is an overlay district. The underlying zoning district still remains in effect and does not change.

Following review of the documents and information presented, the following actions were taken.

Motion by Commissioner Wahl, seconded by Commissioner Cartwright, verifying that the proposed Modified Program for Development District No. 1 complies with the City's Comprehensive Plan for development and redevelopment. Motion carried 5-0.

Motion by Commissioner Cartwright, seconded by Commissioner Rose, verifying that the TIF Plan for the proposed new TIF District 1-16 complies with the City's Comprehensive Plan for development and redevelopment. Motion carried 5-0.

Resolution introduced and motion by Commissioner Cartwright, seconded by Commissioner Derickson, to adopt Planning & Zoning Resolution No. 2012-01, entitled "RESOLUTION OF THE CITY OF WINDOM PLANNING COMMISSION FINDING THAT A MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1 AND A TAX INCREMENT FINANCING PLAN FOR TAX INCREMENT FINANCING DISTRICT NO. 1-16 CONFORM TO THE GENERAL PLANS FOR THE DEVELOPMENT AND REDEVELOPMENT OF THE CITY."

Upon roll call vote being taken, the following voted in favor thereof: Commissioners Derickson, Rose, Cartwright, Wahl, and Hunter; the following voted against the same: None; Commissioners Grandprey and Pfeffer were not present for the vote.

5. Other Business/Reports: Zoning Administrator Kartes advised that the Police Department has begun the spring process of driving through the City of Windom and making notations of addresses with possible violations of the public nuisance ordinance. This list is then turned over to Zoning Administrator Kartes for follow-up to determine if a violation exists, preparation and mailing of a cleanup letter, and follow-up as to whether the violation(s) have been resolved or if the matter needs to be referred to the Police Department for possible citation. The annual citywide cleanup will be scheduled sometime this fall after the County's new cell at the landfill has been completed.
6. New Business: Zoning Administrator Kartes advised that there may be one or two conditional use permit applications filed in the future depending on the homeowners' decisions concerning the size and type of proposed building projects.
7. Adjourn: By consensus, the meeting was adjourned at 7:30 p.m.

Gary Hunter, Chairman

Attest: _____
James Kartes, Zoning Administrator

PLANNING COMMISSION
CITY OF WINDOM
COUNTY OF COTTONWOOD
STATE OF MINNESOTA

RESOLUTION NO. 2012-01

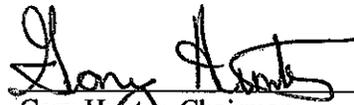
RESOLUTION OF THE CITY OF WINDOM PLANNING COMMISSION FINDING THAT A MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1 AND A TAX INCREMENT FINANCING PLAN FOR TAX INCREMENT FINANCING DISTRICT NO. 1-16 CONFORM TO THE GENERAL PLANS FOR THE DEVELOPMENT AND REDEVELOPMENT OF THE CITY.

WHEREAS, the City Council for the City of Windom, Minnesota, (the "City") has proposed to adopt the Modified Development Program for Development District No. 1, which also incorporates the increase in size of the district, (the "Modified Development Program") and a Tax Increment Financing Plan for Tax Increment Financing District No. 1-16 (the "TIF Plan"). (The Modified Development Program and the TIF Plan are referred to collectively herein as the "Modified Program and TIF Plan".) The Modified Program and TIF Plan have been submitted to the City Planning Commission (the "Commission") pursuant to Minnesota Statutes, Section 469.175, Subd. 3; and

WHEREAS, the Commission has reviewed the Modified Program and TIF Plan to determine their conformity with the general plans for the development and redevelopment of the City as described in the comprehensive plan for the City.

NOW, THEREFORE, BE IT RESOLVED by the Commission that the Modified Program and TIF Plan conform with the general plans for the development and redevelopment of the City as a whole.

Dated: May 8, 2012

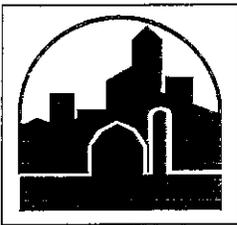


Gary Hunter, Chairman

ATTEST:



James Kartes, Zoning Administrator (Acting Secretary)



City of Windom
Windom, Minnesota

Permit Application

For Use of Amplification Equipment in Public

7:30- 9:30 WINDOM AREA HOSPITAL VICKIE SCHENDEL FUN RUN - TAPED MUSIC
 10:00AM- 5:30PM "LIVE" + TAPED MUSIC
 State of Minnesota)
 6:00 PM - 8:30 PM PARADE - "LIVE" + TAPED MUSIC
 County of Cottonwood)
 SS
 8:30- 10:30 PM OPEN MIC - "LIVE" + TAPED MUSIC

To the City Council of the City of Windom in said County and State:

The undersigned hereby applies for a permit to allow the use of amplifying equipment in the City of Windom in said County and State in accordance with the information given below and City of Windom Code 10.28 (5)(A):

Date of Event Saturday, June 9, 2012
 Location Courthouse Square
 Hours 7:30 Am to 10:30 pm
 Type of Event Riverfest ~~Application~~ Celebration
 Application made this 8 day of May, 2012

License Fee - None \$0.00

Recommends
 Approval Denial

[Signature]
 Street/Park Superintendent

Recommends
 Approval Denial

[Signature]
 Police Chief

RIVERFEST
 Name of Individual/Organization

[Signature]
 Signature

303 9th St.
 Street Address

WINDOM MN
 City State

831-2752
 Telephone Number

Application APPROVED this _____ day of _____, 20_____.

Application DISAPPROVED this _____ day of _____, 20_____.

City Council

PLUM CREEK
LIBRARY SYSTEM

290 South Lake Street
Box 697
Worthington MN 56187
507.376.5803 / 507.376.9244 (fax)

TO: PCLS Board members, Advisory Council, City Councils, County Administrators, County Attorneys

FROM: Mark Ranum 

Re: PCLS Agency Agreement (Joint Powers Agreement) Revision Process

The PCLS Board met last week and reviewed the process and progress of the signatories to the revised Agency Agreement which serves as the Joint Powers Agreement for Plum Creek Library System. Here is a status update.

- All counties have signed the agreement.
- All cities and counties levying taxes for library services have signed the agreement except for the city of Marshall.
- All member library governing boards have signed the agreement except for the Marshall Lyon County Library.

The Marshall Lyon County Library Board has made it clear to the PCLS Board that they are unwilling to sign the revised agreement. Since all signatories must agree to any revisions, the revised agreement will not take effect.

I enclose a copy of the 2001 Agency Agreement which continues in force.

Please let me know if you have questions or comments.

Mark Ranum
(507) 376-5803 or (612) 701-9989
mranum@plumcreeklibrary.net

CC: Nancy Walton, State Librarian

PLUM CREEK LIBRARY SYSTEM AGENCY AGREEMENT

This contract made this 1st day of January, 2001 by and between the following named library boards of Public Libraries, hereinafter called parties of the first part, such parties of the first part being as follows, to wit:

Runals Memorial Library, (Edgerton)
Fulda Memorial Library
Ivanhoe Public Library
Jackson Public Library
Lake Benton Public Library
Lamberton Public Library
Marshall-Lyon County Library
Minneota Public Library
Morgan Public Library
Mountain Lake Public Library
Nobles County Library
Pipestone Community Library
Redwood Falls Public Library
Rock County Community Library (Luverne)
Slayton Public Library
Tracy Public Library
Tyler Public Library
Wabasso Public Library
Westbrook Public Library
Windom Public Library

And the following named Counties of the State of Minnesota, hereinafter called parties of the second part, such parties of the second part being as follows, to wit:

Cottonwood County
Jackson County
Lincoln County
Lyon County
Murray County
Nobles County
Pipestone County
Redwood County
Rock County

And the following named cities or towns of the State of Minnesota, having a library and levying a separate tax for public library services, hereinafter called parties of the third part, such parties of the third part being as follows, to wit:

Edgerton, Fulda, Ivanhoe, Jackson, Lake Benton, Lamberton, Luverne, Marshall, Minneota, Morgan, Mountain Lake, Pipestone, Redwood Falls, Slayton, Tracy, Tyler, Wabasso, Westbrook, and Windom.

WHEREAS, it is official state policy to encourage planning and development of public services on a regional level; and

WHEREAS, each of the parties of the first part operate Public Library services in their respective service areas under the provision of Minnesota Statutes, Sections 134.09 through 134.15, and Sections 375.33; and

WHEREAS, this Library Service Agency contract is authorized under the provisions of Minnesota Statutes 134.11 and 134.12, Subd. 2; and

WHEREAS, the parties of the first part by a library service agency contract dated May 28, 1974, did create the public library service known as Plum Creek Library System.

WHEREAS, the parties are mutually agreed that a regionally supported library service agency is of great benefit to all of the existing public library services and has a strong potential for extending public library services into areas presently lacking such services, and

WHEREAS, certain matters not covered by the original library service agency contract and which should be so covered have come to the attention of the parties herein and certain new laws and regulations have been enacted so that the parties hereto deem it advisable that the contract of July 1, 1979, which replaced the original contract of May 28, 1974, be amended,

NOW, THEREFORE, it is agreed by and between the parties that the existing Plum Creek Library System Agency Contract be amended in its entirety to provide as follows:

I. BOARD OF TRUSTEES

A. MEMBERSHIP.

The Board of Trustees of the Plum Creek Library System shall consist of two representatives from each signatory county. One of these representatives will be appointed by the County Commissioners. The second of these representatives will be chosen from among the board members of the participating libraries.

In counties serving a population of greater than 15,000 residents, an additional representative will be selected from the member libraries' boards. The boards of the member libraries from each county will meet jointly to determine the method of selecting these representatives.

When this new agreement is ratified, all active, current Board members will serve out their present terms, with any changes taking effect as new members are appointed.

B. TERM OF OFFICE

Members appointed by County Commissioners shall be appointed for a term of one year; and members selected from Library Boards shall be appointed for a term of three years. The membership shall be such that an approximately equal number of terms shall be expiring each year. No Plum Creek Library System Board Member shall serve for more than nine consecutive years. Any Board Member who has served a full nine years may return to the board after at least one year of non-membership. In the event any member shall cease to be a member of a local or county library board, said member shall resign and a replacement shall be appointed by the appropriate library board for the remainder of the term. Any Trustee who is unable to attend regularly scheduled board meetings for more than two consecutive meetings shall notify the appointing authority, which shall appoint either an alternate or a replacement as it may deem appropriate.

C. DUTIES OF BOARD OF TRUSTEES

1. MEETINGS.

The Board of Trustees shall be the Governing Board of the Plum Creek Library System and shall hold regular meetings at such time and place as the board may determine. These meetings shall be open to the public, and the approved minutes of these meetings shall be available to the public on request. The chairman of the Board of Trustees or any five board members may call a special meeting by giving at least two weeks' notice to all members; and the Board may hold special meetings at any time by unanimous consent, with due public notification as outlined in Section 471.705 of the Statutes of the State of Minnesota.

2. ANNUAL MEETING

The Board of Trustees of the Plum Creek Regional Library System shall hold its annual meeting during the month of September each year. This meeting will be a combined meeting of the Board of Trustees and the Advisory Council of Library Directors.

3. OFFICERS

Prior to its annual meeting each year, the Board of Trustees of the Plum Creek Library System shall elect a chairman, a vice-chairman, a treasurer, and an MLA Representative. These officers and the immediate past chair, meeting together, shall comprise the Executive Council, and shall be empowered by the Board of Trustees to transact business on occasions when the full Board is unable to meet for any reason. Actions by the Executive Council must be ratified by the entire Board at its next regular meeting.

D. SPECIFIC AUTHORITY OF THE BOARD OF TRUSTEES

The Board of Trustees shall have the authority to carry on and transact all business on behalf of the Plum Creek Library System, including specifically the following:

1. ACCEPTING FUNDS.

The Board shall have the authority to accept any county, local, state or federal funds made available to the regional library agency and any funds paid to it by participating libraries, to disburse such funds for the benefit of library service in the region according to such rules and regulations as may cover the use of county, local, state and federal funds, and are adopted by the Board of Trustees. The Board shall also have the authority to accept funds from foundations and other grant sources, and donations from individuals and groups.

2. HIRING PERSONNEL

The Board may hire personnel it deems necessary to carry out the service programs it develops, pay salaries, rent, and any expenses deemed appropriate to library development. The Plum Creek Board of Trustees shall have no authority over any participating library, except such authority as may be delegated to it by the library board of a participating library.

3. CREATING ADVISORY COUNCIL

The Board of Trustees shall create an Advisory Council of Library Directors consisting of the head librarian/director (or a designated alternate) from each participating library. It shall be the function of this Council to assist the Board of Trustees in devising plans for library development, in determining how and by whom such plans will be implemented, and in evaluating the results.

4. PROJECTS AND PROGRAMS

The Board of Trustees, with the advice and assistance of the Advisory Council of Library Directors, may develop a variety of mutually beneficial projects, and offer them to the participating libraries, either as free services paid for by Plum Creek funds, or as a special service for which the benefiting libraries will pay. Among such projects may be specific services that any one or any group of libraries may perform for other participating libraries, and for which the Board reimburses the library performing such services.

5. BY-LAWS

The Board of Trustees at any regular or special meeting may, by a majority vote of the entire board membership, establish, amend or repeal By-laws as may be appropriate to its needs from time to time.

6. REVIEW OF AGREEMENT

This Agreement will be reviewed for possible revision every five years, or as judged necessary by the Board of Trustees or the signatories.

II. RIGHTS AND RESPONSIBILITIES OF PARTIES OF THE FIRST PART.

A. Each of the parties of the first part agrees to the use of certain of its library materials in reciprocal borrowing and inter-library loans according to regulations established by second party's Board of Trustees or by state laws or state regulations. The time period of such loans in each case will be the same as that of the library from which the material is actually checked out.

B. Each of the parties of the first part agrees to strive for consistently excellent library service by providing the following:

1. At least 20 hours per week open to the public.
2. Use of the Dewey Decimal System.
3. Distribution and recognition of the Plum Creek Library Card.
4. Participation in continuing education programs for library personnel.
5. Adherence to generally accepted Library Practices.
6. Purchase and maintenance of such technology as is needed to allow access to the Automation System.
7. Compliance, or written plans for compliance, with the *Essential Level* of the Standards for Minnesota Public Libraries, (LDS, 1996)

C. Each of the parties of the first part agrees that it will charge a non-resident fee to any patron who does not live or own property in an area which either belongs to the Plum Creek Regional Library System, or has a reciprocal agreement with the Plum Creek System. The amount of such fee will be fixed from time to time by the Board of Trustees of the System.

III RIGHTS AND RESPONSIBILITIES OF PARTIES OF THE SECOND PART.

A. Each of the parties of the second part agrees that it will provide at least the minimum level of support certified annually by the Department of Children, Families, and Learning. Those Counties who supply County Aid to Municipal Libraries (Lincoln, Murray, Cottonwood, Redwood, and Pipestone Counties), shall pay these funds to the Plum Creek Library System in May and November of each year, to be distributed to the local libraries by agreed-upon formula within 60 days of receipt. Bookmobile funds from participating counties shall be paid monthly, according to contract.

Counties will be apprised of the exact amounts distributed to each library within the same time frame.

B. The Counties may request documentation of statistics for circulation, programming, or any other aspect of the business of the Plum Creek Library System.

IV RIGHTS AND RESPONSIBILITIES OF PARTIES OF THE THIRD PART.

A. Each of the parties of the third part agrees that it will provide at least the minimum level of support certified annually by the Department of Children, Families, and Learning. The amount contributed to the library from the County in the form of Library Aid will not be considered a part of the contribution from the city.

B. It is further agreed that in no event will the minimum level of support by any participant in any year be an amount less than that provided for in Minnesota Statute 134.34 Subdivision 4.

C. Should any member not meet the requirements of this subsection, such member will not be eligible to participate further in the system and its services.

D. Notwithstanding any other provisions of this contract, it is understood that in order to be eligible for grants that the Plum Creek Library System must abide by rules and regulations of the Department of Children, Families and Learning, and it is agreed that the system and its members will be subject to such rules and regulations now existing or hereafter established.

V. NEW MEMBERS

Public libraries may enter into this contract as parties of the first part by concurrence, and benefit from its services, under such mutually satisfactory terms as may be set by the Board. Library Board members from new member libraries shall be equally as eligible as older members to serve on the Plum Creek Board of Trustees.

VI. WITHDRAWAL

Any library which is one of the first parties to this contract may withdraw from participation upon six months written notice to the Board, without affecting other parties, subject, however, to the regulation that no one of the first parties nor any new member can withdraw prior to at least three years participation.

VII. DISSOLUTION

A. This contract may be dissolved by the mutual consent of the parties under the following provisions

- 1) By creating and/or designating a successor regional library under the provisions of Minnesota law, and turning functions and assets of the Board of Trustees over to such successor organization, or
- 2) Upon written notification to the Library Services and Development division of the Department of Children, Families, and Learning, which administers state aid to public libraries, no later than December 31 of the year prior to the end of the state fiscal year for which they have received aid funds provided by said office; and providing said office with a plan for disposition of assets acquired with aid funds

IN TESTIMONY WHEREOF, the parties have executed this contract the day and year above written:

FOR THE PARTIES OF THE FIRST PART:

Reona Scheibee 3-1-2000
Runals Memorial Library date

Shirley Buschena 3-6-2000
Fulda Memorial Library date

Anna Eppe 4/28/00
Ivanhoe Public Library date

Deborah K. McKrown 3/20/00
Jackson Public Library date

Vernon Williams
Lake Benton Public Library date

Jim M. Taylor 10/12/00
Lamberton Public Library date

Steve Zin 1/10/00
Marshall-Lyon County Library date

Maria M. Duvivier 5-18-00
Minnesota Public Library date

Carol Wolz 2-13-01
Morgan Public Library date

Jean Haberman 4/24/00
Mountain Lake Public Library date

Ray Buba 16/Oct./00
Nobles County Library date

[Signature] 5/22/00
Pipestone Community Library date

John W. Wilson 2-13-01
Redwood Falls Public Library date

Paul Kull 2/2/00
Rock County Community Library date

Janette Har 3-6-00
Slayton Public Library date

Arnold D. Dyer Feb. 13, 2001
Tracy Public Library date

Don Schmidt 3/13/00
Tyler Public Library date

Janice Remiger 2/3/00
Wabasso Public Library date

Corinne K. Olson 3/15/00
Westbrook Public Library date

[Signature] 12-14-99
Windom Public Library date

FOR THE PARTIES OF THE SECOND
PART:

John W. Peterson 1-23-01
Cottonwood County date

Robert Ferguson 6/26/2000
Jackson County date

Sharon Schalek 11/7/2000
Lincoln County date

Robert W. Senche
Lyon County date

Steve Johnson 6-5-00
Murray County date

Clare J. Liden 7/4/2000
Nobles County date

Marvin Tullenberg -6-27-00
Pipestone County date

David Neffman 6-13-00
Redwood County date

Robert Jachow 6-6-00
Rock County date

FOR THE PARTIES OF THE THIRD
PART:

Robert W. Scheraga 6-7-2000
City of Edgerton date

Jim D. 11-20-00
City of Mountain Lake date

John A. ... 6-5-00
City of Fulda date

Billy L. ... 12/20/99
City of Pipestone date

Betty D. ... 2/28/00
City of Ivanhoe date

Joseph W. Wilson 2-13-01
City of Redwood Falls date

Ray A. ... 9/19/00
City of Jackson date

Carl ... 5-15-00
City of Slayton date

Dean ... 9-19-00
City of Lake Benton date

Blaine ... 7/10/00
City of Tracy date

Ronald Kelsey 5/8/00
City of Lamberton date

Paul ...
City of Tyler date

Wm. V. ... 11/9/00

Matthew ... 11/9-00
City of Luverne date

John ... 1-2-00
City of Wabasso date

Paul ... 9/5/00
City of Marshall date

David ... 12/4/00
City of Westbrook date

Mary ... 5/18/2000
City of Minnesota date

Wendy ... 12/8/99
City of Windom City Admin.

Carol Klauitter 3/8/00
City of Morgan date

RESOLUTION #2012-

INTRODUCED:

SECONDED:

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

City of Windom 2012 EMS Week Proclamation

WHEREAS, emergency medical services are vital public services; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the City Council in recognition of this event does hereby proclaim the week of May 20-26, 2012, as

EMERGENCY MEDICAL SERVICES WEEK.

The Mayor and City Council encourage the community to observe this week with a sincere "Thank You" to all our dedicated EMT's.

Adopted by the Council this 15th day of May, 2012.

Kirby G. Kruse, Mayor

Attest: _____
Steven Nasby, City Administrator

Date/Time received: 1:30 P.m 5/8/12

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: Kelsey Carlson Telephone No: 507 831 2752

Address: 303 9th St., WINDOM MN 56101

Date of Council Meeting: May 15th (Agenda item must be turned into the city office by Friday noon preceding the Tuesday meeting.)

Subject: Riverfest Updates, Personal Introduction

Have you brought this to the attention of the appropriate department head? NA
Committee? _____

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

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.

Kelsey Carlson
Signature

Date/Time received: 5/10/12 4:40 p.m.

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: 507 822 3113

Address: 1524 5th Ave

Date of Council Meeting: 5-15-12 (Agenda item must be turned into the city office by Friday noon preceding the Tuesday meeting.)

Subject: Executive Order - National Defense
Resources Preparedness

Have you brought this to the attention of the appropriate department head? NA
Committee? NA

Hand-outs, audio-visual materials (These must be simple and set up directly before you speak and taken down directly afterward): 2

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

PART III - EXPANSION OF PRODUCTIVE CAPACITY AND SUPPLY

Sec. 301. Loan Guarantees. (a) To reduce current or projected shortfalls of resources, critical technology items, or materials essential for the national defense, the head of each agency engaged in procurement for the national defense, as defined in section 801(h) of this order, is authorized pursuant to section 301 of the Act, 50 U.S.C. App. 2091, to guarantee loans by private institutions.

(b) Each guaranteeing agency is designated and authorized to: (1) act as fiscal agent in the making of its own guarantee contracts and in otherwise carrying out the purposes of section 301 of the Act; and (2) contract with any Federal Reserve Bank to assist the agency in serving as fiscal agent.

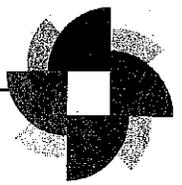
(c) Terms and conditions of guarantees under this authority shall be determined in consultation with the Secretary of the Treasury and the Director of the Office of Management and Budget (OMB). The guaranteeing agency is authorized, following such consultation, to prescribe: (1) either specifically or by maximum limits or otherwise, rates of interest, guarantee and commitment fees, and other charges which may be made in connection with such guarantee contracts; and (2) regulations governing the forms and procedures (which shall be uniform to the extent practicable) to be utilized in connection therewith.

PART II - PRIORITIES AND ALLOCATIONS

Sec. 201. Priorities and Allocations Authorities. (a) The authority of the President conferred by section 101 of the Act, 50 U.S.C. App. 2071, to require acceptance and priority performance of contracts or orders (other than contracts of employment) to promote the national defense over performance of any other contracts or orders, and to allocate materials, services, and facilities as deemed necessary or appropriate to promote the national defense, is delegated to the following agency heads:

- (1) the Secretary of Agriculture with respect to food resources, food resource facilities, livestock resources, veterinary resources, plant health resources, and the domestic distribution of farm equipment and commercial fertilizer;
- (2) the Secretary of Energy with respect to all forms of energy;
- (3) the Secretary of Health and Human Services with respect to health resources;
- (4) the Secretary of Transportation with respect to all forms of civil transportation;
- (5) the Secretary of Defense with respect to water resources; and
- (6) the Secretary of Commerce with respect to all other materials, services, and facilities, including construction materials.

(b) The Secretary of each agency delegated authority under subsection (a) of this section (resource departments) shall plan for and issue regulations to prioritize and allocate resources and establish standards and procedures by which the authority shall be used to promote the national defense, under both emergency and non-emergency conditions. Each Secretary shall authorize the heads of other agencies, as appropriate, to place priority ratings on contracts and orders for materials, services, and facilities needed in support of programs approved under section 202 of this order.



Dear Elected Official:

At your direction, we have prepared the enclosed preliminary Official Statement describing this financial transaction, which must meet the Securities and Exchange Commission disclosure requirements. This Official Statement is also being distributed to potential bidders who will rely on the contents of this document in assessing the security of this issue before submitting their bid.

The resolution you will consider when you award the sale of this offering to the successful bidder will ask you to approve the contents of this Official Statement by designating it as the "Final Official Statement".

"A Pocket Guide for Elected and Other Public Officials" prepared by the National League of Cities; National Association of Counties; National Association of State Auditors, Comptrollers, and Treasurers; and the Government Finance Officers Association with input from the Securities and Exchange Commission recommends that municipal officials ask the following questions of outside professionals who produce disclosure documents for the sale of municipal obligations.

1. *What is the nature or scope of the written opinion or certification, if any, that you are giving in this transaction and relating to the disclosure document? Have we given you access to the information you need?*
2. *Have you explained to us all aspects of the structure or nature of this transaction so that you are confident we fully understand all critical aspects? Does our official statement adequately address any concerns you have about this transaction that a reasonable investor would consider important?*
3. *Are there any matters regarding your participation in this transaction about which you should make us aware, including potential conflicts of interest?*
4. *Has your review of the relevant financial documents and other materials, including the official statement, raised any concerns regarding this borrowing? Do these concerns need to be disclosed?*
5. *Are you aware of any circumstances in which we, our staff, or others have not complied with our procedures so that we can make sure that our official statement adequately and accurately describes this situation?*

On the day of the bond sale, we request that a staff person familiar with the bond project is available by phone for the hour immediately after bids are taken for follow-up discussions.

We hope Ehlers has answered these questions prior to or within this document. If not, please feel free to contact us. Please review the contents of the Official Statement, and let us know *within one week* if any changes are necessary to this Official Statement.

Yours truly,

EHLERS



Minnesota
Offices also in Wisconsin and Illinois

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toll free 800-552-1171

www.ehlers-inc.com

3060 Centre Pointe Drive
Roseville, MN 55113-1122

In the opinion of Bond Counsel, interest on the Bonds is not, under present law, includable in gross income of the owners thereof for federal income tax purposes or in taxable net income of individuals, trusts and estates for Minnesota income tax purposes (but is includable in taxable income of corporations and financial institutions for purposes of the Minnesota franchise tax). Interest on the Bonds is not an item of tax preference includable in the alternative minimum taxable income for purposes of the federal alternative minimum tax applicable to all taxpayers or the Minnesota alternative minimum tax applicable to individuals, estates and trusts, but is includable in adjusted current earnings in determining the alternative minimum taxable income of corporations for purposes of the federal alternative minimum tax and the environmental tax, and may be included in the income of foreign corporations for purposes of the branch profits tax. See "Tax Exemption" herein for a discussion of federal tax legislation.

The City will designate the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

New Issue

Rating Application Made: Standard & Poor's

PRELIMINARY OFFICIAL STATEMENT DATED MAY 3, 2012

CITY OF WINDOM, MINNESOTA
(Cottonwood County)

\$1,650,000* GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A

PROPOSAL OPENING: May 15, 2012, Noon, C.T.

CONSIDERATION: May 15, 2012, 7:30 P.M., C.T.

PURPOSE/AUTHORITY/SECURITY: The \$1,650,000 General Obligation Refunding Bonds, Series 2012A (the "Bonds") are being issued pursuant to Minnesota Statutes, Chapters 429, 444, and 475 by the City of Windom, Minnesota (the "City") for the purpose of effecting an advance crossover refunding of the 2014 through 2021 maturities of the City's \$1,440,000 General Obligation Bonds, Series 2005A (the "Series 2005A Bonds"), dated June 29, 2005; and the 2016 through 2023 maturities of the \$1,380,000 General Obligation Improvement Bonds, Series 2007B (the "Series 2007B Bonds"), dated June 7, 2007. The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged. Delivery is subject to receipt of an approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota.

DATE OF BONDS: June 13, 2012

MATURITY: February 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2014	\$110,000	2018	\$185,000	2022	\$115,000
2015	110,000	2019	185,000	2023	120,000
2016	220,000	2020	190,000		
2017	215,000	2021	200,000		

MATURITY ADJUSTMENTS: * The City reserves the right to increase or decrease the principal amount of the Bonds on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

TERM BONDS: See "Term Bond Option" herein.

INTEREST: February 1, 2013 and semiannually thereafter.

OPTIONAL REDEMPTION: Bonds maturing February 1, 2021 and thereafter are subject to call for prior redemption on February 1, 2020 and any date thereafter, at par.

MINIMUM PROPOSAL: \$1,633,500.

GOOD FAITH DEPOSIT: \$33,000.

PAYING AGENT: Bond Trust Services Corporation, Roseville, Minnesota.

ESCROW AGENT: U.S. Bank National Association, St. Paul, Minnesota.

BOOK-ENTRY-ONLY: See "Book-Entry-Only System" herein (unless otherwise specified by the purchaser).

This Preliminary Official Statement will be further supplemented by an addendum specifying the offering prices, interest rates, aggregate principal amount, principal amount per maturity, anticipated delivery date, and Syndicate Manager and Syndicate Members, together with any other information required by law, and, as supplemented, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as defined in S.E.C. Rule 15c2-12.

www.ehlers-inc.com



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INTRODUCTORY STATEMENT

This Preliminary Official Statement contains certain information regarding the City of Windom, Minnesota (the "City") and the issuance of its \$1,650,000 General Obligation Refunding Bonds, Series 2012A (the "Bonds"). Any descriptions or summaries of the Bonds, statutes, or documents included herein are not intended to be complete and are qualified in their entirety by reference to such statutes and documents and the form of the Bonds to be included in the resolution authorizing the sale of the Bonds ("Award Resolution") to be adopted by the City Council on May 15, 2012.

Inquiries may be directed to Ehlers & Associates, Inc. ("Ehlers" or the "Financial Advisor"), Roseville, Minnesota, (651) 697-8500, the City's Financial Advisor. A copy of this Preliminary Official Statement may be downloaded from Ehlers' web site at www.ehlers-inc.com by connecting to the link to the Bond Sales and following the directions at the top of the site.

THE BONDS

GENERAL

The Bonds will be issued in fully registered form as to both principal and interest in denominations of \$5,000 each or any integral multiple thereof, and will be dated, as originally issued, as of June 13, 2012. The Bonds will mature on February 1 in the years and amounts set forth on the cover of this Preliminary Official Statement. Interest will be payable on February 1 and August 1 of each year, commencing February 1, 2013, to the registered owners of the Bonds appearing of record in the bond register as of the close of business on the 15th day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the MSRB. All Bonds of the same maturity will bear interest from date of issue until paid at a single, uniform rate.

Unless otherwise specified by the purchaser, the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). (See "Book-Entry-Only System" herein.) As long as the Bonds are held under the book-entry system, beneficial ownership interests in the Bonds may be acquired in book-entry form only, and all payments of principal of, premium, if any, and interest on the Bonds shall be made through the facilities of DTC and its Participants. If the book-entry system is terminated, principal of, premium, if any, and interest on the Bonds shall be payable as provided in the resolution awarding the sale of the Bonds.

The City has selected Bond Trust Services Corporation, Roseville, Minnesota, to act as paying agent (the "Paying Agent") and U.S. Bank National Association, St. Paul, Minnesota, to act as escrow agent (the "Escrow Agent"). The City will pay the charges for Paying Agent and the Escrow Agent services. The City reserves the right to remove the Paying Agent and the Escrow Agent, and/or to appoint a successor.

OPTIONAL REDEMPTION

At the option of the City, Bonds maturing on or after February 1, 2021 shall be subject to redemption prior to maturity on February 1, 2020 and on any date thereafter, at a price of par plus accrued interest.

Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Bonds to be redeemed shall be at the discretion of the City. If only part of the Bonds having a common maturity date are called for redemption, then the City or Paying Agent, if any, will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed.

Notice of redemption shall be sent by mail not more than 60 days and not fewer than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books.

AUTHORITY; PURPOSE

The Bonds are being issued by the City, pursuant to Minnesota Statutes, Chapters 429, 444, and 475 by the City for the purpose of effecting an advance crossover refunding of the 2014 through 2021 maturities of the City's \$1,440,000 General Obligation Bonds, Series 2005A (the "Series 2005A Bonds"), dated June 29, 2005; and the 2016 through 2023 maturities of the \$1,380,000 General Obligation Improvement Bonds, Series 2007B (the "Series 2007B Bonds"), dated June 7, 2007.

Following are the maturities of the Series 2005A Bonds which are being refunded by this issue:

Issue Being Refunded	Date of Refunded Issue	Call Date	Call Price	Maturities Being Refunded	Interest Rates	Principal to be Refunded
Series 2005A Bonds	6/29/05	2/01/13	Par	2014	3.750%	\$ 100,000
				2015	3.850%	100,000
				2017	4.000%	210,000
				(Term Bond)		
				2018	4.100%	70,000
				2019	4.200%	75,000
				2020	4.300%	80,000
				2021	4.400%	<u>85,000</u>
Total Series 2005A Bonds Being Refunded						<u>\$720,000</u>

Following are the maturities of the Series 2007B Bonds which are being refunded by this issue:

Issue Being Refunded	Date of Refunded Issue	Call Date	Call Price	Maturities Being Refunded	Interest Rates	Principal to be Refunded
Series 2007B Bonds	6/07/07	2/01/15	Par	2017	4.000%	\$185,000
				(Term Bond)		
				2018	4.100%	100,000
				2019	4.125%	100,000
				2020	4.150%	105,000
				2021	4.200%	110,000
				2022	4.250%	115,000
	2023	4.300%	<u>120,000</u>			
Total Series 2007B Bonds Being Refunded						<u>\$835,000</u>

The Bonds are being sold in advance of the call date of the Series 2005A Bonds and the Series 2007B Bonds, and will be invested in accordance with the Internal Revenue Code of 1986, as amended. The City will establish an escrow account with direct obligations of the U.S. Government. Acceptance of a proposal is dependent upon a satisfactory escrow account being established in an amount sufficient to pay interest on the Series 2005A Refunding Portion of the Bonds through February 1, 2013 and the Series 2007B Refunding Portion of the Bonds through February 1, 2015; and to pay the callable principal on the Series 2005A Bonds on February 1, 2013 and the callable principal on the Series 2007B Bonds on February 1, 2015. The City will continue to pay debt service on the Series 2005A Bonds and the Series 2007B Bonds until their respective call dates.

Actuarial services necessary to insure adequacy of the escrow account to provide timely payment of the Series 2005A Bonds and the Series 2007B Bonds to be refunded on the call date will be performed by a certified public accountant.

ESTIMATED SOURCES AND USES

Sources	Series 2005A Refunding Portion	Series 2007B Refunding Portion	Total Bond Issue
Par Amount of Bonds	<u>\$750,000</u>	<u>\$900,000</u>	<u>\$1,650,000</u>
Total Sources	\$750,000	\$900,000	\$1,650,000
Uses			
Deposit to Crossover Escrow Fund	\$725,197	\$868,226	\$1,593,423
Costs of Issuance	16,364	19,636	36,000
Discount Allowance	7,500	9,000	16,500
Contingency	<u>939</u>	<u>3,138</u>	<u>4,077</u>
Total Uses	\$750,000	\$900,000	\$1,650,000

Breakdown of Principal Payments:

Payment Date	Series 2005A Refunding Portion	Series 2007B Refunding Portion	Total Bond Issue
2/01/2014	\$ 110,000	\$ 0	\$110,000
2/01/2015	110,000	0	110,000
2/01/2016	115,000	105,000	220,000
2/01/2017	105,000	110,000	215,000
2/01/2018	70,000	115,000	185,000
2/01/2019	75,000	110,000	185,000
2/01/2020	80,000	110,000	190,000
2/01/2021	85,000	115,000	200,000
2/01/2022	0	115,000	115,000
2/01/2023	<u>0</u>	<u>120,000</u>	<u>120,000</u>
Total	\$750,000	\$900,000	\$1,650,000

SECURITY

The Bonds are general obligations of the City for which its full faith, credit and taxing powers are pledged without limitation as to rate or amount. Principal and interest on the Bonds will be paid from a combination of: (i) special assessments levied against properties benefitted by improvements financed by the Series 2005A Bonds and the Series 2007B Bonds; (ii) net revenues of the sewer and water systems which are owned and operated by the City; and (iii) ad valorem property taxes. Should the revenues pledged for payment of the Bonds be insufficient to pay the principal and interest as the same shall become due, the City is required to pay maturing principal and interest from moneys on hand in any other fund of the City not pledged for another purpose and/or to levy a tax for this purpose upon all the taxable property in the City, without limitation as to rate or amount.

RATING

General obligation debt of the City, with the exception of any outstanding credit enhanced issues, is currently rated A+ by Standard & Poor's.

The City has requested a rating on this issue from Standard & Poor's, and bidders will be notified as to the assigned rating prior to the sale. Such a rating, if and when received, will reflect only the view of the rating agency and any explanation of the significance of such rating may only be obtained from Standard & Poor's. There is no assurance that such rating, if and when received, will continue for any period of time or that it will not be revised or withdrawn. Any revision or withdrawal of the rating may have an effect on the market price of the Bonds.

CONTINUING DISCLOSURE

In order to comply with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule") the City has entered into an undertaking (the "Undertaking") for the benefit of the holders of the Bonds. Through the Undertaking, the City covenants and agrees to provide certain annual financial information and operating data about the City and to provide notice of the occurrence of certain material events. This information shall be provided according to the time parameters described in the Undertaking to the Municipal Securities Rulemaking Board as required by the Rule. The specific provisions of the Undertaking are set forth in the Continuing Disclosure Certificate in substantially the form attached hereto as Appendix D. The Certificate will be executed and delivered by the City at the time the Bonds are delivered. The City is the only "obligated person" with respect to the Bonds within the meaning of the Rule. The City has complied in all material respects with any previous undertaking under the Rule.

LEGAL OPINION

An opinion as to the validity of the Bonds and the exemption from taxation of the interest thereon will be furnished by Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, bond counsel to the City, and will accompany the Bonds. The legal opinion will state that the Bonds are valid and binding general obligations of the City; provided that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or equitable proceeding).

TAX EXEMPTION

In the opinion of Fryberger, Buchanan, Smith & Frederick, P.A., as Bond Counsel, under federal and Minnesota laws, regulations, rulings and decisions in effect on the date of issuance of the Bonds, interest on the Bonds is not includable in gross income for federal income tax purposes, or in taxable net income of individuals, trusts and estates for Minnesota income tax purposes but is includable in taxable income of corporations and financial institutions for purposes of the Minnesota franchise tax. Certain provisions of the Internal Revenue Code of 1986, as amended (the "Code"), however, impose continuing requirements that must be met after the issuance of the Bonds in order for the interest thereon to be and remain not includable in federal gross income and in Minnesota taxable net income. Noncompliance with such requirements by the City may cause the interest on the Bonds to be includable in gross income and in Minnesota taxable net income retroactive to the date of issuance of the Bonds, irrespective in some cases of the date on which such noncompliance occurs or is ascertained. No provision has been made for redemption of or for an increase in the interest rate on the Bonds in the event that interest on the Bonds becomes includable in federal gross income or Minnesota taxable net income.

Interest on the Bonds is not an item of tax preference includable in alternative minimum taxable income for purposes of the federal alternative minimum tax imposed by Section 55 of the Code on corporations and individuals or the Minnesota alternative minimum tax applicable to individuals, estates and trust. However, interest on the Bonds is includable in adjusted current earnings in determining the alternative minimum taxable income of corporations for purposes of the federal alternative minimum tax and the environmental tax imposed by Section 59A of the Code. Interest on the Bonds may be includable in income of foreign corporations for purposes of the branch profits tax imposed by Section 884 of the Code and is includable in the net investment income of foreign insurance companies for purposes of Section 842(b) of the Code. In the case of an insurance company subject to the tax imposed by Section 831 of the Code, the amount which otherwise would be taken into account as losses incurred under Section 832(b)(5) of the Code must be reduced by an amount equal to 15% of the interest on the Bonds that is received or accrued during the taxable year. Section 86 of the Code requires recipients of certain Social Security and railroad

retirement benefits to take into account interest on the Bonds in determining the taxability of such benefits. Passive investment income, including interest on the Bonds, may be subject to federal income taxation under Section 1375 of the Code for a Subchapter S corporation that has Subchapter C earnings and profits at the close of the taxable year if more than 25% of its gross receipts is passive investment income.

The foregoing is not intended to be an exhaustive discussion of collateral tax consequences arising from receipt of interest on the Bonds. Prospective purchasers should consult their tax advisers with respect to collateral tax consequences, including without limitation the calculations of alternative minimum tax, environmental tax or foreign branch profits tax liability or the inclusion of Social Security or other retirement payments in taxable income.

From time to time, legislative proposals are introduced in Congress which, if enacted, could alter one or more of the federal tax matters referred to above or would adversely affect the market value of the Bonds. It cannot be predicted whether or in what form any of the proposals may be enacted and whether, if enacted, such proposals will apply to obligations (such as the Bonds) issued prior to enactment.

QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will designate the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

FINANCIAL ADVISOR

Ehlers has served as Financial Advisor to the City in connection with the issuance of the Bonds. The Financial Advisor will not participate in the underwriting of the Bonds. The financial information included in this Preliminary Official Statement has been compiled by the Financial Advisor. Such information does not purport to be a review, audit or certified forecast of future events and may not conform with accounting principles applicable to compilations of financial information. Ehlers is not a firm of certified public accountants. Ehlers is registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.

RISK FACTORS

Following is a description of possible risks to holders of these Bonds without weighting as to probability. This description of risks is not intended to be all-inclusive, and there may be other risks not now perceived or listed here.

Taxes: The Bonds of this offering are general obligations of the City, the ultimate payment of which rests in the City's ability to levy and collect sufficient taxes to pay debt service should other revenue (special assessments, and water and sewer revenues) be insufficient.

State Actions: Many elements of local government finance, including the issuance of debt and the levy of property taxes, are controlled by state government. Past and future actions of the State may affect the overall financial condition of the City, the taxable value of property within the City, and the ability of the City to levy property taxes.

Ratings; Interest Rates: In the future, the City's credit rating may be reduced or withdrawn, or interest rates for this type of obligation may rise generally, either possibility resulting in a reduction in the value of the Bonds for resale prior to maturity.

Tax Exemption: If the federal government or the State of Minnesota taxes all or a portion of the interest on municipal obligations, directly or indirectly, or if there is a change in federal or state tax policy, the value of the Bonds may fall for purposes of resale. Noncompliance following the issuance of the Bonds with certain requirements of the Code and covenants of the Award Resolution may result in the inclusion of interest on the Bonds in gross income of the recipient for United States or in taxable net income of individuals, estates or trusts for State of Minnesota income tax purposes. No provision has been made for redemption of the Bonds, or for an increase in the interest rate on the Bonds, in the event that interest on the Bonds becomes subject to United States or State of Minnesota income taxation, retroactive to the date of issuance.

Continuing Disclosure: A failure by the City to comply with the Undertaking for continuing disclosure (see "Continuing Disclosure") will not constitute an event of default on the Bonds. Any such failure must be reported in accordance with the Rule and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

State Economy; State Aids: State of Minnesota cash flow problems could affect local governments and possibly increase property taxes.

Book-Entry-Only System: The timely credit of payments for principal and interest on the Bonds to the accounts of the Beneficial Owners of the Bonds may be delayed due to the customary practices, standing instructions or for other unknown reasons by DTC participants or indirect participants. Since the notice of redemption or other notices to holders of these obligations will be delivered by the City to DTC only, there may be a delay or failure by DTC, DTC participants or indirect participants to notify the Beneficial Owners of the Bonds.

Economy: A combination of economic, climatic, political or civil disruptions or terrorist actions could affect the local economy and result in reduced tax collections and/or increased demands upon local government.

Proposed Legislation: On September 13, 2011, the Majority Leader of the U.S. Senate, at the request of the President, introduced the American Jobs Act of 2011 (S. 1549) (the "Jobs Bill"). If enacted as proposed, the Jobs Bill would result in federal income tax being imposed on a portion of the interest received by certain individual owners of state or local bonds, including the Bonds, for taxable years beginning on or after January 1, 2013, without regard to date of issuance of the bonds. No prediction is made whether this provision will be enacted as proposed or concerning other future legislation affecting the tax treatment of interest on the Bonds. Prospective purchasers should consult with their own tax advisors regarding the Jobs Bill and any other pending or proposed federal income tax legislation.

VALUATIONS

OVERVIEW

All non-exempt property is subject to taxation by local taxing districts. Exempt real property includes Indian lands, public property, and educational, religious and charitable institutions. Most personal property is exempt from taxation (except investor-owned utility mains, generating plants, etc.).

The valuation of property in Minnesota consists of three elements. (1) The estimated market value is set by city or county assessors. Not less than 20% of all real properties are to be appraised by local assessors each year. (2) The taxable market value is the estimated market value adjusted by all legislative exclusions. (3) The tax capacity (taxable) value of property is determined by class rates set by the State Legislature. The tax capacity rate varies according to the classification of the property. Tax capacity represents a percent of estimated market value.

The property tax rate for a local taxing jurisdiction is determined by dividing the total tax capacity or market value of property within the jurisdiction into the dollars to be raised from the levy. State law determines whether a levy is spread on tax capacity or market value. Major classifications and the percentages by which tax capacity is determined are:

Type of Property	2009/10	2010/11	2011/12
Residential homestead ¹	First \$500,000 - 1.00% Over \$500,000 - 1.25%	First \$500,000 - 1.00% Over \$500,000 - 1.25%	First \$500,000 - 1.00% Over \$500,000 - 1.25%
Agricultural homestead ¹	First \$500,000 HGA - 1.00% Over \$500,000 HGA - 1.25% First \$1,010,000 - 0.50% ² Over \$1,010,000 - 1.00% ²	First \$500,000 HGA - 1.00% Over \$500,000 HGA - 1.25% First \$1,140,000 - 0.50% ² Over \$1,140,000 - 1.00% ²	First \$500,000 HGA - 1.00% Over \$500,000 HGA - 1.25% First \$1,210,000 - 0.50% ² Over \$1,210,000 - 1.00% ²
Agricultural non-homestead	Land - 1.00% ²	Land - 1.00% ²	Land - 1.00% ²
Seasonal recreational residential	First \$500,000 - 1.00% ³ Over \$500,000 - 1.25% ³	First \$500,000 - 1.00% ³ Over \$500,000 - 1.25% ³	First \$500,000 - 1.00% ³ Over \$500,000 - 1.25% ³
Residential non-homestead:	1 unit - 1st \$500,000 - 1.00% Over \$500,000 - 1.25% 2-3 units - 1.25% 4 or more - 1.25% Small City ⁴ - 1.25%	1 unit - 1st \$500,000 - 1.00% Over \$500,000 - 1.25% 2-3 units - 1.25% 4 or more - 1.25% Small City ⁴ - 1.25%	1 unit - 1st \$500,000 - 1.00% Over \$500,000 - 1.25% 2-3 units - 1.25% 4 or more - 1.25% Small City ⁴ - 1.25%
Industrial/Commercial/Utility ²	First \$150,000 - 1.50% Over \$150,000 - 2.00%	First \$150,000 - 1.50% Over \$150,000 - 2.00%	First \$150,000 - 1.50% Over \$150,000 - 2.00%

¹ A residential property qualifies as "homestead" if it is occupied by the owner or a relative of the owner on the assessment date.

² The estimated market value of utility property is determined by the Minnesota Department of Revenue.

CURRENT PROPERTY VALUATIONS

Estimated Full Market Value of Taxable Property, 2011/12

\$206,040,733¹

	2011/12 Assessor's Estimated Market Value	2011/12 Net Tax Capacity
Real Estate	\$ 197,074,800	\$ 1,899,756
Personal Property	962,500	16,983
Total Valuation	<u>\$ 198,037,300</u>	<u>\$ 1,916,739</u>
Less: Captured Tax Increment Tax Capacity ²		<u>(214,413)</u>
Taxable Net Tax Capacity		<u>\$ 1,702,326</u>
 Mobile Home Valuation ³	 \$5,600	 \$56

¹ According to the Minnesota Department of Revenue, the Assessor's Estimated Market Value (the "AEMV") for the City of Windom is about 96.1% of the actual selling prices of property most recently sold in the City. That sales ratio was calculated by comparing the selling prices with the AEMV. Dividing the AEMV of real estate by 0.961 and adding personal property and mobile home AEMV, if any, results in an "Estimated Full Market Value of Taxable Property" for the City of \$206,040,733.

² The captured tax increment value shown above represents the captured net tax capacity of tax increment financing districts in the City of Windom.

³ Mobile home valuations are not included in the net tax capacity for purposes of determining tax capacity rates. However, valuations of mobile homes are determined at the beginning of the collection year, and the same tax capacity rates are applied to mobile home net tax capacity valuations as to real estate and personal property.

2011/12 NET TAX CAPACITY BY CLASSIFICATION

	2011/12 Net Tax Capacity	Percent of Total Net Tax Capacity
Residential homestead	\$ 997,896	52.06%
Agricultural	15,787	0.82%
Commercial/industrial	640,453	33.41%
Railroad operating property	6,124	0.32%
Non-homestead residential	236,257	12.33%
Commercial & residential seasonal/rec.	3,239	0.17%
Personal property	<u>16,983</u>	<u>0.89%</u>
 Total	 <u>\$ 1,916,739</u>	 <u>100.00%</u>

TREND OF VALUATIONS

Levy Year	Assessor's Estimated Market Value	Assessor's Taxable Market Value	Net Tax Capacity ¹	Taxable Net Tax Capacity ²	Percent +/- in Estimated Market Value
2007/08	\$180,246,400	\$178,705,300	\$2,036,911	\$1,851,347	+ 6.47%
2008/09	196,313,900	194,088,900	2,203,379	2,006,638	+ 8.91%
2009/10	196,188,100	193,716,300	2,210,620	1,999,897	- 0.06%
2010/11	196,268,100	194,250,000	2,221,415	2,006,772	+ 0.04%
2011/12	198,037,300	162,190,000 ³	1,916,739 ³	1,702,326	+ 0.90%

¹ Net Tax Capacity includes tax increment values.

² Taxable Net Tax Capacity does not include tax increment values.

³ Beginning with taxes 2011/12, a portion of the Estimated Market Value is excluded from the calculation of Taxable Market Value and Net Tax Capacity for residential homesteads valued at \$413,800 or less.

LARGER TAXPAYERS

Taxpayer	Type of Property	2011/12 Net Tax Capacity	Percent of City's Total Net Tax Capacity
PM Beef Holdings LLC	Commercial	\$ 92,138	4.81%
Toro Co.	Commercial	66,240	3.46%
Evangelical Lutheran Good	Commercial	37,788	1.97%
New Vision Coop	Commercial	30,124	1.57%
Runnings, Inc.	Commercial	24,956	1.30%
River Bend Development LLC	Commercial	21,200	1.11%
Guardian Inn LLC	Commercial	19,528	1.02%
Global Investment Properties LLC	Commercial	16,960	0.88%
Individual	Commercial	15,958	0.83%
Lacanne Funeral Homes	Commercial	<u>13,078</u>	<u>0.68%</u>
Total		\$337,970	17.63%

City's Total 2011/12 Net Tax Capacity \$1,916,739

Source: Current Property Valuations, Net Tax Capacity by Classification, Trend of Valuations and Larger Taxpayers have been furnished by Cottonwood County.

DEBT

DIRECT DEBT¹

General Obligation Debt (see schedules following)

Total g.o. debt being paid from revenues	\$ 2,365,618
Total g.o. debt being paid from special assessments	795,000
Total g.o. debt being paid from taxes	2,400,000
Total g.o. debt being paid from special assessments and taxes	1,350,000
Total g.o. debt being paid from revenues, special assessments, and taxes (includes the Bonds of this offering)	5,090,000
Total g.o. debt being paid from special assessments, TIF, Taxes & water revenues	<u>570,000</u>
 Total General Obligation Debt	 <u><u>\$ 12,570,618</u></u>

Revenue Debt (see schedules following)

Total revenue debt being paid from telecommunications revenues	<u><u>\$ 9,180,000</u></u>
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¹ Outstanding debt is as of the dated date of the Bonds.

CITY OF WINDOM, MINNESOTA
Schedule of Bonded Indebtedness
General Obligation Debt Being Paid From Revenues
(As of 6/13/12)

Fiscal Year Ending	Sewer (MPFA Loan)		Sewer (MPFA Loan)		Water (MPFA Loan)		Water (MPFA Loan)		Total Principal	Interest	Total P & I	Principal Outstanding	% Paid	Fiscal Year Ending
	Dated Amount	Maturity	Dated Amount	Maturity	Dated Amount	Maturity	Dated Amount	Maturity						
2012	10,688	2/20 & 8/20	115,131	2/20 & 8/20	177,000	8/20	72,000	8/20	374,819	30,088	404,908	1,990,798	15.84%	2012
2013	21,769	2/20 & 8/20	234,964	2/20 & 8/20	182,000	8/20	73,000	8/20	511,733	48,885	560,618	1,479,066	37.48%	2013
2014	8,291	2/20 & 8/20	241,375	2/20 & 8/20	187,000	8/20	75,000	8/20	511,666	35,625	547,291	967,400	59.11%	2014
2015		Final maturity 2/20	247,960	Final maturity 8/20	191,000	8/20	77,000	8/20	515,960	22,415	538,375	451,440	80.92%	2015
2016					126,440		79,000		205,440	10,692	216,132	246,000	89.60%	2016
2017							80,000		80,000	5,633	85,633	166,000	92.98%	2017
2018							82,000		82,000	3,801	85,801	84,000	96.45%	2018
2019							84,000		84,000	1,924	85,924	0	100.00%	2019
	40,748		839,430		863,440		622,000		2,365,618	159,064	2,524,682			

CITY OF WINDOM, MINNESOTA
Schedule of Bonded Indebtedness
General Obligation Debt Being Paid From Special Assessments
(As of 6/13/12)

Refunding 1)
Series 2011B

Fiscal Year Ending	12/08/11		Total Principal	Total Interest	Total P & I	Principal Outstanding	% Paid	Fiscal Year Ending
	Dated Amount	Maturity						
2012	0	2/01	0	5,985	5,985	795,000	0.00%	2012
2013	105,000		105,000	8,985	113,985	690,000	13.21%	2013
2014	110,000		110,000	8,338	118,338	580,000	27.04%	2014
2015	110,000		110,000	7,485	117,485	470,000	40.88%	2015
2016	115,000		115,000	6,385	121,385	355,000	55.35%	2016
2017	115,000		115,000	4,976	119,976	240,000	69.81%	2017
2018	120,000		120,000	3,210	123,210	120,000	84.91%	2018
2019	120,000		120,000	1,110	121,110	0	100.00%	2019
	795,000		795,000	46,474	841,474			

1) This issue refunded the 2013 through 2019 maturities of \$1,445,000 General Obligation Improvement Bonds, Series 2003, dated June 1, 2003.

CITY OF WINDOM, MINNESOTA
Schedule of Bonded Indebtedness
General Obligation Debt Being Paid From Taxes
(As of 6/13/12)

Refunding 1)
Series 2009B

Dated Amount	12/02/09 \$2,400,000	Maturity	12/01	Fiscal Year Ending	Total Principal	Total Interest	Total P & I	Principal Outstanding	% Paid	Fiscal Year Ending
				2012	2,400,000	19,800	2,419,800	0	100.00%	2012
					2,400,000	19,800	2,419,800			

1) This issue refunded at maturity (February 1, 2010) the \$2,365,000 General Obligation Temporary Equipment Certificates, Series 2007A, dated February 1, 2007.

This issue is not subject to the debt limit and it is expected that the tax levy will be abated with revenues from the telecommunication fund.

CITY OF WINDOM, MINNESOTA
Schedule of Bonded Indebtedness
General Obligation Debt Being Paid From Special Assessments and Taxes
(As of 6/13/12)

Improvement
Series 2009A

Dated Amount	5/28/09 \$1,510,000	Maturity	2/01								
Fiscal Year Ending	Principal	Interest	Total Principal	Total Interest	Total P & I	Principal Outstanding	% Paid	Fiscal Year Ending			
2012	0	24,435	0	24,435	24,435	1,350,000	0.00%	2012			
2013	85,000	47,808	85,000	47,808	132,808	1,265,000	6.30%	2013			
2014	85,000	45,683	85,000	45,683	130,683	1,180,000	12.59%	2014			
2015	90,000	43,270	90,000	43,270	133,270	1,090,000	19.26%	2015			
2016	90,000	40,570	90,000	40,570	130,570	1,000,000	25.93%	2016			
2017	95,000	37,676	95,000	37,676	132,676	905,000	32.96%	2017			
2018	100,000	34,383	100,000	34,383	134,383	805,000	40.37%	2018			
2019	105,000	30,664	105,000	30,664	135,664	700,000	48.15%	2019			
2020	105,000	26,595	105,000	26,595	131,595	595,000	55.93%	2020			
2021	110,000	22,295	110,000	22,295	132,295	485,000	64.07%	2021			
2022	110,000	17,895	110,000	17,895	127,895	375,000	72.22%	2022			
2023	120,000	13,235	120,000	13,235	133,235	255,000	81.11%	2023			
2024	125,000	8,150	125,000	8,150	133,150	130,000	90.37%	2024			
2025	130,000	2,763	130,000	2,763	132,763	0	100.00%	2025			
	1,350,000	395,420	1,350,000	395,420	1,745,420						

CITY OF WINDOM, MINNESOTA
Schedule of Bonded Indebtedness
General Obligation Debt Being Paid From Revenues, Special Assessments and Taxes
(As of 6/13/12)

Fiscal Year Ending	G.O. Bonds 1) Series 2005A		Improvement Series 2007B		Water and Sewer Series 2011A		This Series Refunding 2) Series 2012A		Total Principal	Total Interest	Total P & I	Principal Outstanding	% Paid	Fiscal Year Ending
	Dated Amount	Maturity	Principal	Interest	Principal	Interest	Principal	Interest						
2012	0	2/01	0	16,425	0	22,180	0	0	0	89,896	89,896	5,090,000	0.00%	2012
2013	100,000	2/01	80,000	16,425	42,820	42,820	0	0	180,000	166,242	346,242	4,910,000	3.54%	2013
2014			85,000	39,623	85,000	39,623	35,000	79,073	230,000	142,850	372,850	4,680,000	8.06%	2014
2015			85,000	18,983	85,000	18,983	35,000	78,723	230,000	121,090	351,090	4,450,000	12.57%	2015
2016							80,000	78,148	300,000	99,993	399,993	4,150,000	18.47%	2016
2017							205,000	76,415	420,000	95,870	515,870	3,730,000	26.72%	2017
2018							210,000	73,403	395,000	90,273	485,273	3,335,000	34.48%	2018
2019							210,000	69,833	395,000	83,928	478,928	2,940,000	42.24%	2019
2020							215,000	65,846	405,000	76,799	481,799	2,535,000	50.20%	2020
2021							220,000	61,385	420,000	68,675	488,675	2,115,000	58.45%	2021
2022							220,000	56,435	335,000	60,460	395,460	1,780,000	65.03%	2022
2023							230,000	51,033	390,000	52,413	402,413	1,430,000	71.91%	2023
2024							235,000	45,160	240,000	45,160	280,160	1,195,000	76.52%	2024
2025							240,000	38,805	240,000	38,805	278,805	985,000	81.24%	2025
2026							245,000	31,953	245,000	31,953	276,953	710,000	86.05%	2026
2027							260,000	23,200	260,000	23,200	283,200	450,000	91.16%	2027
2028							220,000	13,600	220,000	13,600	233,600	230,000	95.48%	2028
2029							230,000	4,800	230,000	4,800	234,800	0	100.00%	2029
	100,000		250,000	32,650	123,605	978,147	3,090,000	1,650,000	5,090,000	1,305,804	6,395,804			

1) This issue refunded the 2005 through 2016 maturities of the City's \$438,000 General Obligation Improvement Bonds, Series 1996, dated August 20, 1996, and the 2005 through 2017 of the City's \$430,000 General Obligation Water Main Improvement Bonds, Series 1997, dated March 4, 1997.

2) This issue is refunding the 2014 through 2021 maturities of the \$1,440,000 General Obligation Bonds, Series 2005A, dated June 29, 2005, which are callable on February 1, 2013. The City is responsible for paying the debt service on the refunded bonds through February 1, 2013. The escrow account is responsible for the payment of the debt service on the refunded bonds through February 1, 2013; thereafter, the City will be responsible for payment of debt service. These maturities will be called for prior redemption on February 1, 2013 and have not been included in the calculation of Debt Ratios.

This issue is also refunding the 2016 through 2023 maturities of the \$1,380,000 General Obligation Improvement Bonds, Series 2007B, dated June 7, 2007, which are callable on February 1, 2015. The City is responsible for paying the debt service on the refunded bonds through February 1, 2015. The escrow account is responsible for the payment of the debt service on the refunded bonds through February 1, 2015; thereafter, the City will be responsible for payment of debt service. These maturities will be called for prior redemption on February 1, 2015 and have not been included in the calculation of Debt Ratios.

CITY OF WINDOM, MINNESOTA
Schedule of Bonded Indebtedness
General Obligation Debt Being Paid From Special Assessments, Tax Increment Revenues, Taxes, and Water Revenues
(As of 6/13/12)

Imp. & Ref. 1)
Series 2006A

Dated Amount	12/01/06 \$940,000	Maturity 2/01	Principal		Total Interest	Total P & I	Principal Outstanding	% Paid	Fiscal Year Ending
			Principal	Interest					
			0	11,486	11,486	11,486	570,000	0.00%	2012
			115,000	20,673	20,673	135,673	455,000	20.18%	2013
			120,000	15,973	15,973	135,973	335,000	41.23%	2014
			120,000	11,173	11,173	131,173	215,000	62.28%	2015
			125,000	6,241	6,241	131,241	90,000	84.21%	2016
			50,000	2,685	2,685	52,685	40,000	92.98%	2017
			40,000	830	830	40,830	0	100.00%	2018
			570,000	69,060	69,060	639,060			

1) This issue refunded the 2010 through 2018 maturities of the City's \$995,000 General Obligation Bonds, Series 2000, dated June 1, 2000.

CITY OF WINDOM, MINNESOTA
Schedule of Bonded Indebtedness
Non-General Obligation Debt Being Paid From Telecommunication Revenues
(As of 6/13/12)

Communication System
Series 2004

Dated Amount	Maturity	6/01/04		Total Principal	Total Interest	Total P & I	Principal Outstanding	% Paid	Fiscal Year Ending
		Principal	Interest						
\$9,470,000	8/01								
		240,000	282,623	240,000	282,623	522,623	8,940,000	2.61%	2012
		290,000	553,006	290,000	553,006	843,006	8,650,000	5.77%	2013
		325,000	537,781	325,000	537,781	862,781	8,325,000	9.31%	2014
		370,000	520,313	370,000	520,313	890,313	7,955,000	13.34%	2015
		420,000	497,188	420,000	497,188	917,188	7,535,000	17.92%	2016
		470,000	470,938	470,000	470,938	940,938	7,065,000	23.04%	2017
		530,000	441,563	530,000	441,563	971,563	6,535,000	28.81%	2018
		590,000	408,438	590,000	408,438	998,438	5,945,000	35.24%	2019
		630,000	371,563	630,000	371,563	1,001,563	5,315,000	42.10%	2020
		670,000	332,188	670,000	332,188	1,002,188	4,645,000	49.40%	2021
		710,000	290,313	710,000	290,313	1,000,313	3,935,000	57.14%	2022
		760,000	245,938	760,000	245,938	1,005,938	3,175,000	65.41%	2023
		3,175,000	198,438	3,175,000	198,438	3,373,438	0	100.00%	2024
		9,180,000	5,150,286	9,180,000	5,150,286	14,330,286			

DEBT LIMIT

The statutory limit on debt of Minnesota municipalities other than school districts or cities of the first class (Minnesota Statutes, Section 475.53, subd. 1) is 3% of the Assessor's Taxable Market Value of all taxable property within its boundaries. "Net debt" (Minnesota Statutes, Section 475.51, subd. 4) is the amount remaining after deducting from gross debt: (1) obligations payable wholly or partly from special assessments levied against benefitted property (e.g. a portion of the Bonds of this offering); (2) warrants or orders having no definite or fixed maturity; (3) obligations issued to finance any public revenue producing convenience (e.g. a portion of the Bonds of this offering); (4) obligations issued to create or maintain a permanent improvement revolving fund; (5) funds held as sinking funds for payment of principal and interest on debt other than those deductible under 1-4 above; and (6) other obligations which are not to be included in computing the net debt of a municipality under the provisions of the law authorizing their issuance.

Assessor's Taxable Market Value	\$162,190,000
Multiply by 3%	0.03
Statutory Debt Limit	<u>\$ 4,865,700</u>
Less: Long-Term Debt Outstanding Being Paid Solely from Taxes ¹	0
Unused Debt Limit	<u><u>\$ 4,865,700</u></u>

OVERLAPPING DEBT

Taxing District	2011/12 Taxable Net Tax Capacity	% In City	Total G.O. Debt	City's Proportionate Share
Cottonwood County	\$17,927,364	9.4957%	\$2,540,000	\$ 241,190
I.S.D. No. 177 (Windom)	6,747,625	25.2285%	10,900,000	<u>2,749,909</u>
City's Share of Total Overlapping Debt				<u><u>\$2,991,099</u></u>

¹ The \$2,400,000 Temporary General Obligation Equipment Certificates, Series 2009B are not subject to the debt limit and it is expected that the tax levy will be abated with revenues from the telecommunications fund.

DEBT RATIOS

	G.O. Debt	Debt/Estimated Full Market Value of Taxable Property (\$206,040,733)	Debt/4,646 2010 U.S. Census Population
Direct G.O. Debt Being Paid From:			
Revenues	\$ 2,365,618		
Special Assessments	795,000		
Taxes	2,400,000		
Special Assessments & Taxes	1,350,000		
Revenues, Special Assessments, & Taxes	5,090,000		
Special Assessments, Tax Increment Revenues, Taxes & Water Revenues	<u>570,000</u>		
Total General Obligation Debt	\$12,570,618		
Less: G.O. Debt Paid Entirely from Revenues ¹	<u>(2,365,618)</u>		
Tax Supported General Obligation Debt	\$10,205,000	4.95%	\$2,196.51
City's Share of Total Overlapping Debt	\$ 2,991,099	1.45%	\$643.80
Total	\$13,196,099	6.40%	\$2,840.31

DEBT PAYMENT HISTORY

The City has never defaulted in the payment of principal and interest on its debt.

FUTURE FINANCING

The City reports no plans for additional financing in the next three months.

¹ Debt service on the City's general obligation revenue debt is being paid entirely from revenues and therefore is considered self-supporting debt.

TAX LEVIES AND COLLECTIONS

TAX COLLECTIONS

Tax Year	Certified Levy ¹	Total Collected Following Year	Collected to Date ²	% Collected
2007/08	\$ 1,405,943	\$ 1,383,870	\$ 1,399,544	99.54%
2008/09	1,526,175	1,498,562	1,519,124	99.54%
2009/10	1,564,129	1,515,910	1,554,431	99.38%
2010/11	1,580,042	1,554,282	1,554,282	98.37%
2011/12	1,606,467	In process of collection		

Property taxes are collected in two installments in Minnesota--the first by May 15 and the second by October 15. Mobile home taxes are collectible in full by August 31. Minnesota Statutes require that levies (taxes and special assessments) for debt service be at least 105% of the actual debt service requirements to allow for delinquencies.

TAX CAPACITY RATES

	2007/08	2008/09	2009/10	2010/11	2011/12
City of Windom	75.942%	75.969%	78.365%	78.736%	94.369%

Source: Tax Collections and Tax Capacity Rates have been furnished by Cottonwood County.

LEVY LIMITS

The State Legislature has periodically imposed limitations on the ability of municipalities to levy property taxes. In 2008, the Legislature imposed levy limits for all counties and all cities over 2,500 population for budget years 2009, 2010 and 2011. These limitations have not applied to taxes levied to pay debt service. While these limitations have expired, the potential exists for future legislation to limit the ability of local governments to levy property taxes. For more detailed information about Minnesota levy limits, contact the Minnesota Department of Revenue or Ehlers & Associates.

¹ This reflects the Final Levy Certification of the City after all adjustments have been made.

² Collections are through December 31, 2011.

THE ISSUER

CITY GOVERNMENT

The City of Windom was organized as a municipality in 1876. The City operates under a home rule charter form of government consisting of a six-member City Council in which the Mayor votes only in the case of a tie. The City Administrator/Clerk is responsible for administrative details and financial records.

EMPLOYEES; PENSIONS; UNIONS

The City currently has 50 full-time and 26 part-time employees. All full-time and certain part-time employees of the City are covered by defined benefit pension plans administered by the Public Employee Retirement Association of Minnesota (PERA). PERA administers the General Employees Retirement Fund (GERF) and the Public Employees Police and Fire Fund (PEPFF) which are cost-sharing multiple-employer retirement plans. PERA members belong to either the Coordinated Plan or the Basic Plan. Coordinated members are covered by Social Security. See the Notes to Financial Statements in Appendix A for a detailed description of the Plans.

Recognized and Certified Bargaining Units

Bargaining Unit	Expiration Date of Current Contract
International Brotherhood of Electrical Workers	December 31, 2014
Law Enforcement Labor Services, Inc.	December 31, 2014

LIABILITIES FOR OTHER POST EMPLOYMENT BENEFITS

The City does not pay directly for retirees' post-employment benefits. The City has some obligations for post-employment benefits as mandated by State Statutes. Specifically, the City is required to allow retirees to be covered by the City's health care plan as long as the retiree pays his/her premiums. Retiree membership in a health care plan typically increases costs of the premiums. This increased cost is commonly known as implicit price subsidy. The City has not done an actuarial study at this time.

LITIGATION

There is no litigation threatened or pending questioning the organization or boundaries of the City or the right of any of its officers to their respective offices or in any manner questioning their rights and power to execute and deliver these Bonds or otherwise questioning the validity of these Bonds.

FUNDS ON HAND (As of March 30, 2012)

Fund	Total Cash and Investments
General	\$ 1,765,351
PIR Regular	338,023
Library	1,542
Equipment/F.A.	(263,459)
Airport	(30,217)
Pool Operating	22,955
Ambulance	1,042,426
Multipurpose Center	(88,474)
Rev. Loan Fund	656,160
EDA Rev. Loan	24,537
SCDP Pay	12,583
Hospital Debt Service	0
Capital Project	(85,272)
TIF Riverbluff Est.	(25,389)
TIF 1-1 Harwin	77,086
TIF 1-2 Pamida	112,274
TIF 1-3 Spec. Bldg.	174
TIF 1-4 Toro	1,566
TIF 1-6 Riverbend St. S.	26,012
TIF 1-8 Downtown Redevelopment	24,570
TIF 1-10 Runnings	(64)
TIF 1-11 Quiring	3,021
TIF 1-12 PM Windom	53,911
TIF 1-14 Spec Bldg II	(64)
TIF 1-15 Staples	0
Liquor	475,192
Water	689,604
Electric	4,934,339
Sewer	1,437,793
Arena	18,597
River Bluff Townhomes	(48,846)
Economic Development	41,733
River Bluff Estates	(3,941)
Telecom	(708,295)
Total Funds on Hand	<u>\$ 10,505,428</u>

ENTERPRISE FUNDS

Cash flows for the City's enterprise funds have been as follows as of December 31 each year:

	2008	2009	2010
Municipal Liquor Store			
Total Operating Revenues	\$ 396,808	\$ 407,273	\$ 436,907
Less: Operating Expenses	<u>(302,334)</u>	<u>(289,984)</u>	<u>(317,503)</u>
Operating Income	\$ 94,474	\$ 117,289	\$ 119,404
Plus: Depreciation	<u>17,295</u>	<u>15,781</u>	<u>15,161</u>
Revenues Available for Debt Service	<u>\$ 111,769</u>	<u>\$ 133,070</u>	<u>\$ 134,565</u>
Water			
Total Operating Revenues	\$ 1,178,652	\$ 925,367	\$ 1,430,117
Less: Operating Expenses	<u>(785,497)</u>	<u>(759,415)</u>	<u>(735,371)</u>
Operating Income	\$ 393,155	\$ 165,952	\$ 694,746
Plus: Depreciation	<u>266,832</u>	<u>268,480</u>	<u>270,321</u>
Revenues Available for Debt Service	<u>\$ 659,987</u>	<u>\$ 434,432</u>	<u>\$ 965,067</u>
Electric			
Total Operating Revenues	\$ 5,049,451	\$ 5,152,832	\$ 6,183,122
Less: Operating Expenses	<u>(4,509,629)</u>	<u>(4,880,113)</u>	<u>(5,218,889)</u>
Operating Income	\$ 539,822	\$ 272,719	\$ 964,233
Plus: Depreciation	<u>334,990</u>	<u>343,231</u>	<u>367,874</u>
Revenues Available for Debt Service	<u>\$ 874,812</u>	<u>\$ 615,950</u>	<u>\$ 1,332,107</u>
Sewer			
Total Operating Revenues	\$ 1,199,090	\$ 1,249,388	\$ 1,349,777
Less: Operating Expenses	<u>(918,952)</u>	<u>(894,339)</u>	<u>(940,651)</u>
Operating Income	\$ 280,138	\$ 355,049	\$ 409,126
Plus: Depreciation	<u>200,165</u>	<u>199,989</u>	<u>200,640</u>
Revenues Available for Debt Service	<u>\$ 480,303</u>	<u>\$ 555,038</u>	<u>\$ 609,766</u>
Telecom			
Total Operating Revenues	\$ 1,672,308	\$ 1,785,307	\$ 1,856,896
Less: Operating Expenses	<u>(1,905,572)</u>	<u>(1,925,092)</u>	<u>(2,020,725)</u>
Operating Income	\$ (233,264)	\$ (139,785)	\$ (163,829)
Plus: Depreciation	<u>725,003</u>	<u>735,689</u>	<u>747,283</u>
Revenues Available for Debt Service	<u>\$ 491,739</u>	<u>\$ 595,904</u>	<u>\$ 583,454</u>

SUMMARY GENERAL FUND INFORMATION

Following are summaries of the revenues and expenditures and fund balances for the City's General Fund for the past five fiscal years. These summaries are not purported to be the complete audited financial statements of the City. Copies of the complete audited financial statements are available upon request. See Appendix A for excerpts from the City's 2010 audited financial statement.

COMBINED STATEMENT	FISCAL YEAR ENDING DECEMBER 31				
	2006	2007	2008	2009	2010
Revenues					
Local property taxes	\$ 235,974	\$ 205,720	\$ 306,122	\$ 423,328	\$ 381,970
Licenses and permits	71,107	72,308	42,258	45,948	69,349
Intergovernmental revenues	1,396,101	1,533,779	1,462,045	1,518,576	1,397,039
State grants	0	0	24,443	8,236	0
County grants	2,800	0	0	0	0
Charges for services and facilities	34,168	45,799	40,415	46,250	46,214
Fines and forfeitures	23,047	24,853	21,771	19,879	25,270
Investment income	0	0	3,048	17,140	24,404
Other revenues	113,805	122,398	99,493	152,753	128,708
Total Revenues	\$ 1,877,002	\$ 2,004,857	\$ 1,999,595	\$ 2,232,110	\$ 2,072,954
Expenditures					
Current:					
General government	\$ 391,234	\$ 351,366	\$ 370,339	\$ 350,109	\$ 365,693
Public safety	847,700	891,621	919,625	886,853	915,747
Public works	510,477	534,938	532,644	468,704	513,461
Health and welfare	11,545	19,662	24,674	24,452	22,681
Culture and recreation	212,880	235,744	342,760	185,516	203,059
Total Expenditures	\$ 1,973,836	\$ 2,033,331	\$ 2,190,042	\$ 1,915,634	\$ 2,020,641
Excess of revenues over (under) expenditures	\$ (96,834)	\$ (28,474)	\$ (190,447)	\$ 316,476	\$ 52,313
Other Financing Sources (Uses)					
Operating transfers in	\$ 320,000	\$ 270,000	\$ 277,285	\$ 245,000	\$ 245,000
Operating transfers out	0	0	0	0	0
Total Other Financing Sources (Uses)	\$ 320,000	\$ 270,000	\$ 277,285	\$ 245,000	\$ 245,000
Excess of revenues and other financing sources over (under) expenditures and other financing uses	\$ 223,166	\$ 241,526	\$ 86,838	\$ 561,476	\$ 297,313
General Fund Balance January 1	334,410	557,576	799,102	885,940	1,447,416
Prior Period Adjustment	0	0	0	0	0
Residual Equity Transfer in (out)	0	0	0	0	0
General Fund Balance December 31	\$ 557,576	\$ 799,102	\$ 885,940	\$ 1,447,416	\$ 1,744,729
DETAILS OF DECEMBER 31 FUND BALANCE					
Reserved	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Unreserved:					
Designated	557,576	799,102	885,940	1,447,416	1,744,729
Undesignated	0	0	0	0	0
Total	\$ 557,576	\$ 799,102	\$ 885,940	\$ 1,447,416	\$ 1,744,729

GENERAL INFORMATION

LOCATION

The City of Windom, with a 2010 U.S. Census population of 4,646 and comprising an area of 2,659.2 acres, is located approximately 150 miles southwest of the Minneapolis-St. Paul metropolitan area. The City of Windom is the county seat of Cottonwood County. For additional information regarding the City, please visit their website at www.windom-mn.com.

LARGER EMPLOYERS

Larger employers in the City of Windom include the following:

Firm	Type of Business/Product	Estimated No. of Employees
PM Beef Windom	Meat packaging	691
Toro Company	Manufacture lawn and snow removal equipment	650
I.S.D. No. 177 (Windom)	Elementary and secondary education	174
Good Samaritan Society Windom	Nursing home and senior living facility	165
Cottonwood County	County government and services	133
Windom Area Hospital	Hospital	120
Minnesota Department of Transportation	State government transportation services	97
City of Windom	Municipal government and services	76
Home For Creative Living	Health care facility	75
McDonald's	Restaurant	63

Source: *Infogroup (www.salesgenie.com), written and telephone survey (April, 2012).*

BUILDING PERMITS

	2007	2008	2009	2010	2011 ¹
<u>No. of All Building Permits</u> <i>(including additions and remodelings)</i>	242	202	228	253	213
<u>Valuation of All Building Permits</u> <i>(including additions and remodelings)</i>	\$5,127,527	\$2,181,261	\$2,241,441	\$4,465,210	\$3,339,381
 <u>New Single Family Homes</u>					
No. of building permits	2	1	2	0	1
Valuation	\$310,000	\$200,000	\$517,000	\$0	\$170,000
 <u>New Commercial/Industrial</u>					
No. of building permits	5	2	0	6	0
Valuation	\$1,440,791	\$195,000	\$0	\$1,680,000	\$0

¹ As of December 31, 2011.

U.S. CENSUS DATA

Population Trend: City of Windom, Minnesota

2000 U.S. Census population	4,490
2010 U.S. Census population	4,646
Percent of Change 2000 - 2010	+ 3.47%

Income and Age Statistics

	City of Windom	Cottonwood County	State of Minnesota	United States
1999 per capita income	\$17,155	\$16,647	\$23,198	\$21,587
1999 median household income	\$30,744	\$31,943	\$47,111	\$41,994
1999 median family income	\$43,350	\$40,237	\$56,874	\$50,046
2000 median gross rent	\$310	\$308	\$566	\$602
2000 median value owner occupied housing	\$63,600	\$50,600	\$122,400	\$119,600
2000 median age	41.8 yrs.	41.7 yrs.	35.4 yrs.	35.3 yrs.

	State of Minnesota	United States
City % of 1999 per capita income	73.95%	79.47%
City % of 1999 median family income	76.22%	86.62%

Housing Statistics

	<u>City of Windom</u>		Percent of Change
	2000	2010	
All Housing Units	1,910	2,171	13.66%

Source: 2000 and 2010 Census of Population and Housing.

EMPLOYMENT/UNEMPLOYMENT DATA

Rates are not compiled for individual communities within counties.

Year	<u>Average Employment</u>	<u>Average Unemployment</u>	
	Cottonwood County	Cottonwood County	State of Minnesota
2008	5,985	5.2%	5.4%
2009	6,068	6.5%	8.1%
2010	6,488	5.7%	7.3%
2011	6,720	5.3%	6.4%
2012, March	6,244	5.8%	6.5%

Source: *Minnesota Department of Employment and Economic Development.*

FORM OF LEGAL OPINION



FRYBERGER,
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June __, 2012

City of Windom
444 9th Street
P.O. Box 38
Windom, Minnesota 56101-0038

[Purchaser]

**RE: City of Windom, Minnesota
\$1,650,000 General Obligation Refunding Bonds, Series 2012A**

We have acted as Bond Counsel in connection with the authorization, issuance and delivery by the City of Windom, Cottonwood County, Minnesota (the "Issuer"), of its \$1,650,000 General Obligation Refunding Bonds, Series 2012A, dated the date hereof (the "Bonds"). The Bonds are issued pursuant to Minnesota Statutes, Chapters 429, 444 and 475.

For purposes of this opinion, we have examined the law and certified copies of certain proceedings taken, and certain affidavits and certificates furnished by the Issuer with respect to the authorization, sale and issuance of the Bonds. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certificates of public officials furnished to us without undertaking to verify such facts by independent investigation.

We have not been engaged or undertaken to review the accuracy, completeness, or sufficiency of the Official Statement or other offering material relating to the Bonds, and we express no opinion relating thereto (excepting only the matters set forth as our opinion in the Official Statement).

Based upon such examination, and assuming the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals, and assuming the genuineness of the signatures thereon and the accuracy of the facts and representations stated therein, and on the basis of laws, regulations, rulings and decisions in effect on the date hereof, but excluding any pending legislation which may have a retroactive effective date prior to the date hereof, it is our opinion that:

1. The Bonds are valid and binding general obligations of the Issuer enforceable in accordance with their terms.

2. All taxable property in the territory of the Issuer is subject to ad valorem taxation without limitation as to rate or amount to pay the principal of and interest on the Bonds.

3. The Bonds, as of their date of issuance, bear interest which is not includable in gross income of the recipient for federal income tax purposes or in taxable net income of individuals, trusts and estates for Minnesota income tax purposes, but such interest is includable in taxable income of corporations and financial institutions for purposes of Minnesota franchise tax. Interest on the Bonds is not an item of tax preference which is included in alternative minimum taxable income for purposes of the federal alternative minimum tax applicable to all taxpayers or the Minnesota alternative minimum tax imposed on individuals, trusts and estates; it should be noted, however, that for purposes of computing the federal alternative minimum tax imposed on corporations, such interest is taken into account in determining adjusted current earnings. We express no opinion regarding other federal or state tax consequences arising with respect to the Bonds.

For the purpose of rendering the opinion set forth in paragraph 3 above, we have assumed compliance by the Issuer with requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in federal gross income and in Minnesota taxable net income retroactive to the date of issuance of the Bonds.

The Bonds have been designated by the Issuer as "qualified tax-exempt obligations" under and within the meaning of Section 265(b)(3)(b) of the Internal Revenue Code of 1986, as amended (the "Code").

It is to be understood that the rights of the holders of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

Respectfully submitted,

BOOK-ENTRY-ONLY SYSTEM

1. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]
2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.
3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.
4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]
6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.
7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).
8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.
9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.
10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.
11. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.
12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Windom, Cottonwood County, Minnesota (the "Issuer") in connection with the issuance of the \$1,650,000 General Obligation Refunding Bonds, Series 2012A, dated June 13, 2012 (the "Obligations"). The Obligations are being issued pursuant to a Resolution of the Issuer dated May 15, 2012 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. (a) Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Obligations and in order to assist the Participating Underwriter in complying with the Rule (defined below). References in this Disclosure Certificate to holders of the Obligations shall include the beneficial owners of the Obligations. This Disclosure Certificate constitutes the written understanding under the Rule.

(b) Filing Requirements. Any filing under this Disclosure Certificate must be made solely by transmitting such filing to the MSRB (defined herein) through the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org in the format prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by the identifying information prescribed by the MSRB.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" means the Issuer's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the Issuer intends to continue to prepare in substantially the same form.

"Code" means the Internal Revenue Code of 1986, as amended.

"Dissemination Agent" means such person from time to time designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board, whose current address is 1900 Duke Street, Suite 600, Alexandria, Virginia 22314.

"Official Statement" means the Official Statement, dated May __, 2012, delivered in connection with the original issuance and sale of the Obligations, together with any amendments thereto or supplements thereof.

“Participating Underwriter” means any of the original underwriter(s) of the Obligations required to comply with the Rule in connection with offering of the Obligations.

“Rule” means Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” means the Securities and Exchange Commission or any successor to its functions governing state and municipal securities.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than 12 months after the end of the fiscal year (presently December 31), commencing with the fiscal year ended December 31, 2011, provide to the MSRB, filed in accordance with Section 1(b) of this Disclosure Certificate, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date; provided, however, unaudited financial information will be provided and the Audited Financial Statements will be submitted to the MSRB when and if available. The Issuer may provide the Annual Report by specific reference to documents previously provided to the MSRB or filed with the SEC; provided, however, that if the document so referenced is a final official statement within the meaning of the Rule, such final official statement must be available from the MSRB.

(b) Not later than 15 days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Issuer shall provide the Annual Report to the Dissemination Agent (if the Issuer is not the Dissemination Agent).

(c) If the Issuer is unable or fails to provide an Annual Report by the date required in subsection (a), the Issuer shall send in a timely manner a notice of such fact to the MSRB in the format prescribed by the MSRB, as described in Section 1(b) of this Disclosure Certificate.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or incorporate by reference the Audited Financial Statements and updates of the following sections of the Official Statement to the extent such financial information and operating data are not included in the Audited Financial Statements:

- (a) Current Property Valuations
- (b) Direct Debt
- (c) Tax Levies & Collections
- (d) Population Trend
- (e) Employment/Unemployment

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Obligations:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, if any, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Obligations, or other events affecting the tax-exempt status of the Obligations;
- (7) modifications to rights of holders of the Obligations, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Obligations, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Issuer;
- (13) the consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) For the purposes of the event identified in subsection (a)(12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(c) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event under subsection (a) for which a determination of materiality is required, the Issuer shall as soon as possible determine if such event would constitute material information for holders of Obligations.

(d) Unless otherwise required by law, the Issuer shall submit the information in the format prescribed by the MSRB, as described in Section 1(b) of this Disclosure Certificate.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Obligations.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived if such amendment or waiver is supported by an opinion of nationally recognized bond counsel to the effect that such amendment or waiver would not, in and of itself, cause the undertaking herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default.

(a) The Issuer has never failed to comply in all material respects with any previous undertakings under the Rule to provide annual reports or notices of material events.

(b) In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Obligations may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder,

including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Obligations.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Obligations, and shall create no rights in any other person or entity.

Section 13. Reserved Rights. The Issuer reserves the right to discontinue providing any information required under the Rule if a final determination should be made by a court of competent jurisdiction that the Rule is invalid or otherwise unlawful or, subject to the provisions of Section 8 hereof, to modify the undertaking under this Disclosure Certificate if the Issuer determines that such modification is required by the Rule or by a court of competent jurisdiction.

Dated as of June 13, 2012.

CITY OF WINDOM, MINNESOTA

By _____
Mayor

By _____
City Administrator

TERMS OF PROPOSAL

**\$1,650,000* GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A
CITY OF WINDOM, MINNESOTA**

Proposals for the purchase of \$1,650,000 General Obligation Refunding Bonds, Series 2012A (the "Bonds") of the City of Windom, Minnesota (the "City") will be received at the offices of Ehlers & Associates, Inc. ("Ehlers"), 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, Financial Advisors to the City, until Noon, Central Time, and **ELECTRONIC PROPOSALS** will be received via **PARITY**, in the manner described below, until Noon Central Time, on May 15, 2012, at which time they will be opened, read and tabulated. The proposals will be presented to the City Council for consideration for award by resolution at a meeting to be held at 7:30 P.M., Central Time, on the same date. The proposal offering to purchase the Bonds upon the terms specified herein and most favorable to the City will be accepted unless all proposals are rejected.

PURPOSE

The Bonds are being issued pursuant to Minnesota Statutes, Chapters 429, 444, and 475 by the City for the purpose of effecting an advance crossover refunding of the 2014 through 2021 maturities of the City's \$1,440,000 General Obligation Bonds, Series 2005A (the "Series 2005A Bonds"), dated June 29, 2005; and the 2016 through 2023 maturities of the \$1,380,000 General Obligation Improvement Bonds, Series 2007B (the "Series 2007B Bonds"), dated June 7, 2007. The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

DATES AND MATURITIES

The Bonds will be dated June 13, 2012, will be issued as fully registered Bonds in the denomination of \$5,000 each, or any integral multiple thereof, and will mature on February 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2014	\$110,000	2018	\$185,000	2022	\$115,000
2015	110,000	2019	185,000	2023	120,000
2016	220,000	2020	190,000		
2017	215,000	2021	200,000		

ADJUSTMENT OPTION

* The City reserves the right to increase or decrease the principal amount of the Bonds on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

TERM BOND OPTION

Proposals for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above. All dates are inclusive.

INTEREST PAYMENT DATES AND RATES

Interest will be payable on February 1 and August 1 of each year, commencing February 1, 2013, to the registered owners of the Bonds appearing of record in the bond register as of the close of business on the 15th day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the MSRB. All Bonds of the same maturity must bear interest from date of issue until paid at a single, uniform rate, not exceeding the rate specified for Bonds of any subsequent maturity. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

BOOK-ENTRY-ONLY FORMAT

Unless otherwise specified by the purchaser, the Bonds will be designated in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds, and will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of interests between its participants. The participants will be responsible for maintaining records regarding the beneficial interests of the individual purchasers of the Bonds. So long as Cede & Co. is the registered owner of the Bonds, all payments of principal and interest will be made to the depository which, in turn, will be obligated to remit such payments to its participants for subsequent disbursement to the beneficial owners of the Bonds.

PAYING AGENT / ESCROW AGENT

The City has selected Bond Trust Services Corporation, Roseville, Minnesota, to act as paying agent (the "Paying Agent") and U.S. Bank National Association, St. Paul, Minnesota, to act as escrow agent (the "Escrow Agent"). The City will pay the charges for Paying Agent and the Escrow Agent services. The City reserves the right to remove the Paying Agent and the Escrow Agent, and/or to appoint a successor.

OPTIONAL REDEMPTION

At the option of the City, Bonds maturing on or after February 1, 2021 shall be subject to redemption prior to maturity on February 1, 2020 and on any date thereafter, at a price of par plus accrued interest.

Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Bonds to be redeemed shall be at the discretion of the City. If only part of the Bonds having a common maturity date are called for redemption, then the City or Paying Agent, if any, will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed.

Notice of redemption shall be sent by mail not more than 60 days and not fewer than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books.

DELIVERY

On or about June 13, 2012, the Bonds will be delivered without cost to the winning bidder at DTC. On the day of closing, the City will furnish to the winning bidder the opinion of bond counsel hereinafter described, an arbitrage certification, and certificates verifying that no litigation in any manner questioning the validity of the Bonds is then pending or, to the best knowledge of officers of the City, threatened. Payment for the Bonds must be received by the City at its designated depository on the date of closing in immediately available funds.

LEGAL OPINION

An opinion as to the validity of the Bonds and the exemption from taxation of the interest thereon will be furnished by Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, bond counsel to the City, and will accompany the Bonds. The legal opinion will state that the Bonds are valid and binding general obligations of the City; provided that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or equitable proceeding).

SUBMISSION OF PROPOSALS

Proposals must not be for less than \$1,633,500 plus accrued interest on the principal sum of \$1,650,000 from date of original issue of the Bonds to date of delivery. A signed proposal form must be submitted to Ehlers prior to the time established above for the opening of proposals as follows:

- 1) In a sealed envelope as described herein; or
- 2) A facsimile submission to Ehlers, Facsimile Number (651) 697-8555; or
- 3) Electronically via **PARITY** in accordance with this Terms of Proposal until Noon Central Time, but no proposal will be received after the time for receiving proposals specified above. To the extent any instructions or directions set forth in **PARITY** conflict with this Terms of Proposal, the terms of this Terms of Proposal shall control. For further information about **PARITY**, potential bidders may contact Ehlers or i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Telephone (212) 849-5021.

Proposals must be submitted to Ehlers via one of the methods described above and must be received prior to the time established above for the opening of proposals. Each proposal must be unconditional except as to legality. Neither the City nor Ehlers shall be responsible for any failure to receive a facsimile submission.

A good faith deposit (the "Deposit") in the amount of \$33,000, complying with the provisions below, must be submitted with each proposal. The Deposit must be in the form of a certified or cashier's check, or a financial surety bond or a wire transfer of funds to **KleinBank, 1550 Audubon Road, Chaska, Minnesota, ABA No. 091915654 for credit: Ehlers & Associates Good Faith Account No. 3208138**. The Deposit will be retained by the City as liquidated damages if the proposal is accepted and the bidder fails to comply therewith. The Deposit will be returned to the winning bidder at the closing for the Bonds.

The Deposit, payable to the City, shall be retained in the offices of Ehlers with the same effect as if delivered to the City. Alternatively, bidders may wire the Deposit to **KleinBank, 1550 Audubon Road, Chaska, Minnesota, ABA No. 091915654 for credit: Ehlers & Associates Good Faith Account No. 3208138**. The City and any bidder who chooses to so wire the Deposit hereby agree irrevocably that Ehlers shall be the escrow holder of the Deposit wired to such account subject only to these conditions and duties: 1) All income earned thereon shall be retained by the escrow holder as payment for its expenses; 2) If the proposal is not accepted, Ehlers shall, at its expense, promptly return the Deposit amount to the losing bidder; 3) If the proposal is accepted, the Deposit shall be returned to the winning bidder at the closing; 4) Ehlers shall bear all costs of maintaining the escrow account and returning the funds to the bidder; 5) Ehlers shall not be an insurer of the Deposit amount and shall have no liability hereunder except if it willfully fails to perform, or recklessly disregards, its duties specified herein; and 6) FDIC insurance on deposits within the escrow account shall be limited to \$250,000 per bidder.

If a financial surety bond is used, it must be from an insurance company licensed to issue such a bond in the State of Minnesota, and preapproved by the City. Such bond must be submitted to Ehlers prior to the opening of the proposals. Such bond must identify each bidder whose Deposit is guaranteed by such financial surety bond. If the Bonds are awarded to a bidder using a financial surety bond, then that bidder is required to submit its Deposit to Ehlers in the form of a certified or cashier's check or wire transfer as instructed by Ehlers not later than 3:00 P.M., Central Time, on the next business day following the award. If such Deposit is not received by that time, the financial surety bond may be drawn by the City to satisfy the Deposit requirement. The amount securing the successful proposal will be retained as liquidated damages if the proposal is accepted and the bidder fails to comply therewith. No proposal can be withdrawn after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

AWARD

The Bonds will be awarded to the bidder offering the lowest interest rate to be determined on a True Interest Cost (TIC) basis. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The City reserves the right to reject any and all proposals and to waive any informality in any proposal.

BOND INSURANCE

If the Bonds are qualified for any bond insurance policy, the purchase of such policy shall be at the sole option and expense of the winning bidder. Any cost for such insurance policy is to be paid by the winning bidder, except that, if the City requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any rating agency fees not requested by the City are the responsibility of the winning bidder.

Failure of the municipal bond insurer to issue the policy after the Bonds are awarded to the winning bidder shall not constitute cause for failure or refusal by the winning bidder to accept delivery of the Bonds.

CUSIP NUMBERS

The City will assume no obligation for the assignment or printing of CUSIP numbers on the Bonds or for the correctness of any numbers printed thereon, but will permit such numbers to be printed at the expense of the winning bidder, if the winning bidder waives any delay in delivery occasioned thereby.

QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

CONTINUING DISCLOSURE

In order to assist the Underwriters in complying with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, the City will enter into an undertaking (the "Undertaking") for the benefit of the holders of the Bonds. A description of the details and terms of the Undertaking is set forth in the Official Statement.

INFORMATION FROM WINNING BIDDER

The successful purchaser will be required to provide, in a timely manner, certain information relating to the initial offering prices of the Bonds necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

PRELIMINARY OFFICIAL STATEMENT

Bidders may obtain a copy of the Preliminary Official Statement relating to the Bonds prior to the proposal opening by request from Ehlers at www.ehlers-inc.com by connecting to the link to the Bond Sales. The Syndicate Manager will be provided with an electronic copy and up to 10 printed copies upon request of the Final Official Statement within seven business days of the proposal acceptance. Additional copies of the Final Official Statement will be available at a cost of \$10.00 per copy.

Information for bidders and proposal forms may be obtained from Ehlers at 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, Telephone (651) 697-8500.

By Order of the City Council

City of Windom, Minnesota

PROPOSAL FORM

The City Council
City of Windom, Minnesota

May 15, 2012

RE: \$1,650,000* General Obligation Refunding Bonds, Series 2012A
DATED: June 13, 2012

For all or none of the above Bonds, in accordance with the Terms of Proposal and terms of the Global Book-Entry System (unless otherwise specified by the Purchaser) as stated in this Preliminary Official Statement, we will pay you \$ _____ (not less than \$1,633,500) plus accrued interest to date of delivery for fully registered Bonds bearing interest rates and maturing in the stated years as follows:

_____ % due 2014	_____ % due 2018	_____ % due 2022
_____ % due 2015	_____ % due 2019	_____ % due 2023
_____ % due 2016	_____ % due 2020	
_____ % due 2017	_____ % due 2021	

* The City reserves the right to increase or decrease the principal amount of the Bonds on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

We enclose our good faith deposit in the amount of \$33,000, to be held by you pending delivery and payment. Alternatively, we have provided a financial surety bond or have wired our good faith deposit to the **KleinBank, 1550 Audubon Road, Chaska, Minnesota, ABA No. 091915654 for credit: Ehlers & Associates Good Faith Account No. 3208138**. If our proposal is not accepted, said deposit shall be promptly returned to us. If the good faith deposit is wired to such escrow account, we agree to the conditions and duties of Ehlers & Associates, Inc., as escrow holder of the good faith deposit, pursuant to the Preliminary Official Statement dated May 3, 2012. This proposal is for prompt acceptance and is conditional upon deposit of said Bonds to The Depository Trust Company, New York, New York, in accordance with the Terms of Proposal. Delivery is anticipated to be on or about June 13, 2012.

This proposal is subject to the City's agreement to enter into a written undertaking to provide continuing disclosure under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 as described in the Preliminary Official Statement for this Issue.

We have received and reviewed the Preliminary Official Statement and have submitted our requests for additional information or corrections to the Final Official Statement. As Syndicate Manager, we agree to provide the City with the reoffering price of the Bonds within 24 hours of the proposal acceptance.

Account Manager: _____ By: _____

Account Members:

Award will be on a true interest cost basis. According to our computations (the correct computation being controlling in the award), the total dollar interest cost (including any discount or less any premium) computed from June 13, 2012 of the above proposal is \$ _____ and the true interest cost (TIC) is _____ %.

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Windom, Minnesota, on May 15, 2012.

By: _____ By: _____
Title: _____ Title: _____

RESOLUTION #2012-

INTRODUCED:

SECONDED:

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

RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$1,650,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012A AND AWARDING THE SALE THEREOF

BE IT RESOLVED, by the City Council (the "Council") of the City of Windom, Cottonwood County, Minnesota (the "Issuer"), as follows:

Section 1. Bond Purpose, Authorization and Award.

1.01 Prior Bonds; Projects.

A. Pursuant to Minnesota Statutes, Chapters 429, 444 and 475 and the City's Charter, the Issuer has previously issued its:

(i) \$1,440,000 General Obligation Improvement Bonds, Series 2005A, dated June 29, 2005 (the "2005 Bonds"). \$720,000 in stated principal amount of the 2005 Bonds (the 2005 Refunded Bonds") is subject to redemption and prepayment on February 1, 2013 (the "2005 Bonds Redemption Date");

(ii) \$1,380,000 General Obligation Improvement Bonds, Series 2007B, dated June 7, 2007 (the "2007 Bonds" and, together with the 2005 Bonds, the "Prior Bonds"). \$835,000 in stated principal amount of the 2007 Bonds (the "2007 Refunded Bonds") is subject to redemption and prepayment on February 1, 2015 (the "2007 Bonds Redemption Date" and, together with the 2005 Bonds Redemption Date, the "Redemption Date").

B. The 2005 Bonds were issued for the purpose of providing funds to finance (i) the costs of local public improvements (the "2005 Improvement Project"); (ii) improvements to the Issuer's sewer utility system (the "Sewer Utility"); (iii) improvements to the Issuer's Water Utility (the "Water Utility"); (iv) to refund certain maturities of the Issuer's \$438,000 General Obligation/Special Assessment Bond, dated September 12, 1996 on a current refunding basis; (v) to refund certain maturities of the Issuer's \$430,000 1997 Water Main Improvement Bonds, dated March 4, 1997; (vi) for payment of part of the interest costs of the 2005 Bonds; and (vii) and for payment of part of the issuance costs of the 2005 Bonds. (The Sewer Utility and the Water Utility are collectively referred to as the "Utilities." The improvements described in

clauses (ii) and (iii) of the first sentence of this paragraph are referred to herein as the "2005 Utility Project."

C. The 2007 Bonds were issued for the purpose of financing a portion of the costs of local public improvements (the "2007 Improvement Project" and, together with the 2005 Improvement Project, the "Improvement Projects"), including improvements to components of the Issuer's Utilities (the "2007 Utility Project" and, together with the 2005 Utility Project, the "Utility Projects"), for payment of part of the interest cost of the 2007 Bonds and for payment of part of the issuance costs of the 2007 Bonds.

1.02 Authority. Under and pursuant to the provisions of Minnesota Statutes, Section 475.67, Subdivisions 1 through 3 and 13, the Issuer is authorized to issue and sell its general obligation bonds to refund the Refunded Bonds in advance of their scheduled maturities, if consistent with covenants made with the holders thereof, when determined by the Issuer to be necessary or desirable for the reduction of debt service cost to the Issuer or for the extension or adjustment of maturities in relation to the resources available for their payment.

1.03 Findings.

A. The Council determines that it is necessary, expedient and in the best interest of the Issuer's residents in order to reduce debt service costs to the Issuer, that the Issuer issue, sell and deliver its \$1,650,000 General Obligation Refunding Bonds, Series 2012A (the "Bonds"), to refund the Refunded Bonds.

B. The principal of and interest on the Bonds shall be paid primarily from (i) investment earnings on the Escrow Account hereinafter created (the "Escrow Earnings"); (ii) revenues of the Utilities in excess of claims duly approved and allowed for payment of expenses which, under generally accepted accounting principles, constitute normal, reasonable, and current expenses of operating and maintaining the Utilities, and to maintain such reasonable reserves for such expenses as the Council shall determine to be necessary from time to time (the "Net Revenues"), (iii) special assessments levied or to be levied against property specially benefitted by the Improvement Projects (the "Special Assessments") and (iv) ad valorem taxes hereinafter levied (the "Taxes", and along with the Escrow Earnings, Net Revenues and Special Assessments, the "Pledged Revenues.").

1.04 Independent Financial Advisor. The Issuer has retained the services of Ehlers & Associates, Inc. as its independent financial advisor ("Ehlers").

1.05 Award of Sale. Ehlers & Associates, Inc., as authorized by the Issuer, has solicited offers for the purchase of the Bonds, the most favorable of which is an offer from _____ of _____, _____ (the "Purchaser"), to purchase the Bonds at a cash price of \$ _____, upon the terms and conditions hereafter specified in this Resolution. The Council, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is accepted. The Mayor and the City Administrator are authorized and directed to execute on the part of the Issuer a contract for the sale of the Bonds in accordance with the Purchaser's proposal, and to acknowledge receipt of the check given for the security of the proposal, if any.

Section 2. Terms of the Bonds.

2.01 Date, Maturities and Interest Rates. A. The Bonds to be issued hereunder shall be issued as fully-registered bonds designated “\$1,650,000 General Obligation Refunding Bonds, Series 2012A,” dated the date of closing and delivery as the date of original issue, issued in the denomination of \$5,000, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward.

B. The Bonds shall mature on February 1 in the years and amounts stated below and shall bear interest from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue until paid at the rates per annum set forth below opposite such years and amounts:

Year	Total Principal Amount	Improvement Portion	Utility Portion	Interest Rate
2014	\$110,000	\$55,000	\$55,000	%
2015	\$110,000	\$55,000	\$55,000	%
2016	\$220,000	\$130,000	\$90,000	%
2017	\$215,000	\$120,000	\$95,000	%
2018	\$185,000	\$115,000	\$70,000	%
2019	\$185,000	\$110,000	\$75,000	%
2020	\$190,000	\$120,000	\$70,000	%
2021	\$200,000	\$120,000	\$80,000	%
2022	\$115,000	\$80,000	\$35,000	%
2023	\$120,000	\$85,000	\$35,000	%

C. The maturities of the Bonds, together with the maturities of all other outstanding general obligation bonds of the Issuer, meet the requirements of Section 475.54 of the Act.

2.02 Interest Payment Dates; Record Date.

A. The Bonds shall bear interest at the annual rates stated therefor in Section 2.01. The interest shall be payable semiannually on February 1 and August 1 in each year (each referred to herein as an “Interest Payment Date”) commencing on February 1, 2013. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

B. The Bond Registrar designated below shall make all interest payments with respect to the Bonds by check or draft mailed to the person in whose name each Bond is registered (the “Holder”) and in each case at the address shown on the bond registration records maintained by the Bond Registrar at the close of business on the 15th day (whether or not on a business day) of the calendar month next preceding the Interest Payment Date (the “Regular Record Date”). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be

payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The term "Holder" shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

C. If the date for payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

2.03 Redemption. A. The Bonds shall not be subject to redemption and prepayment before maturity.

B. In the event of mandatory redemption described above, notice thereof identifying the portion of the Bonds to be redeemed will be given by the Bond Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not more than 60 and not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond or portion thereof to be redeemed at the address shown on the registration books kept by the Bond Registrar; provided however, that so long as the Bonds are registered in the name of Cede & Co., notice of redemption shall be given in accordance with the terms of the Representation Letter. Failure to give notice by mail to any registered owner, or any defect therein, will not affect the validity of any proceeding for the redemption of Bonds not affected by such defect or failure. Bonds or portion thereof so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

C. If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest.

D. The Bonds maturing on February 1 in the years 20__ and 20__ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of this Section 2.03B at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Bond Registrar, as designated below, shall select for

redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts:

For Bonds maturing on February 1, 20__:

Year	Amount
*	

* Final Maturity

For Bonds maturing on February 1, 20__:

Year	Amount
*	

* Final Maturity

Section 3. Registration; Global Book Entry System.

3.01 Designation of Bond Registrar. The Council appoints U.S. Bank National Association, as registrar, authenticating agent and transfer agent for the Bonds (such entity or its successors is herein referred to as the "Bond Registrar"), and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract which the Issuer and the Bond Registrar shall execute which is consistent herewith and which the Mayor and City Administrator, are authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to the Act. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Mayor and City Administrator are authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Bonds to the registered Holders (or record Holders) of the Bonds in the manner set forth herein. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

3.02 Designation of Depository. DTC, a Securities and Exchange Commission designated depository, a limited purpose New York trust company, a member of the Federal Reserve System, and a "clearing corporation" within the meaning of the New York Uniform Commercial Code, is designated as the depository (the "Depository") with respect to the Bonds.

3.03 Authentication of Bonds. No Bond shall be valid or obligatory for any purpose unless or until either (i) the Bond Registrar's authentication certificate on such Bond, substantially set forth in Section 4.01 hereof, shall have been duly executed by an authorized representative of the Bond Registrar or (ii) the Bonds have been manually executed by at least one officer of the City. Authentication certificates on different Bonds need not be signed by the

same representative. The Bond Registrar shall authenticate each Bond by execution of the Certificate of Authentication on the Bond and shall date each Bond in the space provided as of the date on which the Bond is registered. For purposes of delivering the original Bonds, the Bond Registrar shall insert as the date of registration the date of original issue. The executed Authentication Certificate or the manual signature of at least one officer of the City on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

3.04 Bond Register; Transfer; Exchange.

A. The Issuer shall cause to be kept by the Bond Registrar at its principal office, a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the Council.

B. Upon surrender for transfer of any Bond at the principal corporate office of the Bond Registrar, the Issuer shall execute, if required by law or this Resolution, and the Bond Registrar shall authenticate, if required by law or this Resolution, date (in the space designated Date of Registration) and deliver, in the name(s) of the designated transferee or transferees, one or more new Bonds of the like aggregate principal amount having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation. Transfer of a Bond may be made on the Issuer's books by the registered owner in person or by the registered owner's attorney duly authorized in writing. Transfers shall be subject to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Issuer and the Bond Registrar shall not be required to make any transfer or exchange of any Bonds called for redemption or to make any such exchange or transfer of the Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of the Bonds.

C. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the registered owner thereof, with signature guaranteed, or by the registered Holder's attorney duly authorized in writing, and shall include written instructions as to the details of the transfer of the Bond. When any Bond is presented to the Bond Registrar for transfer, the Bond Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Bond Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

D. At the option of the Holder, replacement Bonds may be exchanged for Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated

maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute (if required by law or this Resolution), and the Bond Registrar shall authenticate (if required by law or this Resolution), date (in the space designated Date of Registration) and deliver the replacement Bonds which the Holder making the exchange is entitled to receive. Bonds registered in the name of Cede & Co. may not be exchanged for Bonds of smaller denominations.

E. All Bonds surrendered upon any exchange or transfer provided for in this Resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the Issuer.

F. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Bond. All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this Resolution as the Bonds surrendered for such exchange or transfer, and shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

G. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

H. Bonds registered in the name of Cede & Co. may not after their original delivery, be transferred or exchanged except in accordance with the terms and conditions of the Letter of Representations and:

(i) upon exchange of a Bond after a partial redemption, if provided in Section 2.03 of this Resolution;

(ii) to any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to clause (iii) below; provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8 102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) to a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the Issuer that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) above; or

(iv) in the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two months following the resignation or

discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the Issuer shall notify the Holders of its determination and of the availability of replacement Bonds to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Section 3 of this Resolution.

I. In the event of the designation of a Substitute Depository as authorized by clause H., the Bond Registrar, upon presentation of a Bond, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this Resolution. The Letter of Representations shall not apply to the Substitute Depository unless the Issuer and the Substitute Depository so agree, and the execution of a similar agreement is authorized.

3.05 Persons Deemed Owners; Payment.

A. The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in Section 2.02 above), on such Bond and for all other purposes whatsoever, whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

B. For the purposes of all actions, consents and other matters affecting Holders of Bonds issued under this Resolution as from time to time supplemented, other than payments, redemptions, and purchases, the Issuer may (but shall not be obligated to) treat as the Holder of a Bond the beneficial owner of the Bond instead of the person in whose name the Bond is registered. For that purpose, the Issuer may ascertain the identity of the beneficial owner of the Bond by such means as the Bond Registrar in its sole discretion deems appropriate, including but not limited to a certificate from the Depository or other person in whose name the Bond is registered identifying such beneficial owner.

C. The principal of and interest on the Bonds shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The Issuer shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of principal and interest.

3.06 Use of Global Book Entry System.

A. There has been previously submitted to this Council a form of Blanket Issuer Letter of Representations (the "Letter of Representations") between the Issuer and the Depository setting forth various matters relating to the Depository and its role with respect to the Bonds. The terms and conditions of the Letter of Representations are ratified.

B. All of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest on and principal of any Bond registered in the name of Cede & Co. shall be made by wire transfer or New York Clearing House or equivalent same day funds by 10:00 a.m. CT or as soon as possible thereafter following the Bond Registrar's receipt of funds from the Issuer on each Interest Payment Date to the account of Cede & Co. on each Interest Payment Date at the address indicated in or pursuant to the Letter of Representations.

C. So long as DTC is the Depository or it or its nominee is the Holder of any Bonds, the Issuer shall comply with the provisions of the Letter of Representations, as it may be amended or supplemented from time to time.

D. Additional matters with respect to, among other things, notices, consents and approvals by Holders and payments on the Bonds are set forth in the Letter of Representations.

E. The provisions in the Letter of Representations are incorporated herein by reference and made a part of this resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3.07 Mutilated, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen, or lost, the Bond Registrar will deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the Issuer in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Bond Registrar and the Issuer of evidence satisfactory to it and the Issuer that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it and the Issuer and as provided by law, in which both the Issuer and the Bond Registrar must be named as obligees. Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the Issuer. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Bond prior to payment.

Section 4. Form of the Bonds.

4.01 The Bonds shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF COTTONWOOD

CITY OF WINDOM
GENERAL OBLIGATION REFUNDING BOND, SERIES 2012A

R-__

\$ _____

Rate Maturity Date Date of Original Issue CUSIP
_____% February 1, 20__ June __, 2012

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The City of Windom, Cottonwood County, Minnesota (the "Issuer"), certifies that it is indebted and for value received, promises to pay to the registered owner specified above or on the Registration Certificate attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each referred to herein as an "Interest Payment Date") commencing on February 1, 2013, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal amount is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof set forth above.

Payment. The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the office of U.S. Bank National Association, St. Paul, Minnesota, as registrar, paying agent, authenticating agent and transfer agent (the "Bond Registrar"), or at the office of such successor bond registrar as may be designated by the Issuer. Interest on this Bond will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of the defaulted interest, and notice of the special record date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The Bond Registrar shall make all payments with respect to this Bond without, except for payment of principal on the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Issuer to the extent of the payments so made. The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America. For the prompt and full payment of such principal and interest as they become due, the full faith and credit of the Issuer are irrevocably pledged.

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Optional Redemption. The Bonds shall not be subject to redemption before maturity.

Mandatory Redemption. The Bonds maturing in the years 20__, 20__ and 20__ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of the Resolution at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium.

Notice of and Selection of Bonds for Redemption. Not less than 30 nor more than 60 days prior to the date fixed for redemption and prepayment of any Bonds, notice of redemption shall be mailed to each registered owner of a Bond to be redeemed; provided, however, that so long as the Bonds are registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), notice of redemption shall be given in accordance with the terms of the Blanket Issuer Letter of Representations which has been executed by the Issuer and DTC (the "Representation Letter").

If less than all the Bonds of a maturity are called for redemption while the Bonds are registered in the name of Cede & Co., the Issuer or the Bond Registrar designated below will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. If less than all the Bonds of a maturity are called for redemption and the Bonds are not registered in the name of Cede & Co., the Bond Registrar will determine by lot or other manner deemed fair, the amount of each maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest. If any Bond is redeemed in part, upon surrender of the Bond being redeemed, the Issuer shall deliver or cause to be delivered to the registered owner of such Bond, a Bond in like form in the principal amount equal to that portion of the Bond so surrendered not being redeemed.

Issuance; Purpose. This Bond is one of a series issued by the Issuer in the total aggregate amount of \$1,650,000, all of like original issue date and tenor, except as to number, maturity date, redemption privilege, denomination and interest rate, pursuant to: (i) the authority contained in Minnesota Statutes,

Chapters 429, 444 and 475; (ii) the Constitution of the State of Minnesota and all other laws thereunto enabling; (iii) the Issuer's Home Rule Charter; (iv) an authorizing resolution adopted by the governing body of the Issuer on May 15, 2012 (the "Resolution"), and is issued for the purpose of providing money to refund in advance of maturity the outstanding principal amount of certain general obligation bonds of the Issuer. The Bonds are payable in part out of the Escrow Account in the Issuer's 2012A General Obligation Refunding Bonds Fund; special assessments levied or to be levied against property specially benefitted by local improvements (the "Special Assessments"); ad valorem taxes (the "Taxes"); and Net Revenues to be derived from operation of the Issuer's wastewater and drinking water utilities (the "Utilities") in excess of normal, reasonable and current costs of the operation and maintenance of said Utilities (the "Net Revenues"); which escrowed funds, Net Revenues, Special Assessments and Taxes are sufficient to pay the interest on and principal of the Bonds as the same become due and payable. The Issuer has covenanted and agreed in the Resolution that it will impose and collect just and equitable charges for all use and for the availability of all facilities of the Utilities at the times and in the amounts required to pay the normal, reasonable and current expenses of operating and maintaining said Utilities, and also to produce Net Revenues which, along with the Special Assessments, Taxes and escrowed funds will be at least adequate at all times to pay the principal and interest due on the Bonds. Reference is made to the Resolution for a full statement of rights and powers thereby conferred.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are irrevocably pledged.

Denominations; Exchange. The Bonds of this series are issued as fully registered bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof. The Issuer will, at the request of the registered owner, issue one or more new fully registered Bonds in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of this Bond, and of like tenor except as to number and principal amount at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution and the Letter of Representations. Reference is made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Registration; Transfer. This Bond shall be registered in the name of the payee on the books of the Issuer by presenting this Bond for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the Registration Certificate attached hereto. Thereafter this Bond may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively

entitled to exercise all the rights and powers of an owner until this Bond is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and the Letter of Representations and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar. Thereupon the Issuer shall execute (if required by law or the Resolution) and the Bond Registrar shall authenticate (if required by law or the Resolution) and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate principal amount equal to the principal amount of this Bond, of the same maturity, and bearing interest at the same rate.

Fees Upon Transfer to Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds. No service charge shall be made by the Issuer for any transfer or exchange hereinbefore referred to but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Treatment of Registered Owner. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until either (i) the Bond Registrar's Authentication Certificate hereon shall have been executed by the Bond Registrar by one of its authorized representatives or (ii) the Bond has been manually executed by at least one officer of the governing body of the Issuer.

Qualified Tax Exempt Obligations. The Bonds of this issue have been designated by the Issuer as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

IT IS CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as so required; that, if necessary for payment of principal of and interest on the

Bonds of this issue, ad valorem taxes may be levied upon all taxable property in the Issuer without limitation as to rate or amount; and that the issuance of this Bond on the date of original issue hereof and the date of its actual original issuance and delivery, does not exceed any constitutional, charter or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Windom, Cottonwood County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the facsimile or manual signature of the Mayor and attested by the facsimile or manual signature of the City Administrator, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

ATTEST:

(form-no signature needed)
City Administrator

(form-no signature needed)
Mayor

Date of Authentication: _____

BOND REGISTRAR'S AUTHENTICATION CERTIFICATE

The Bond Registrar confirms that the books reflect the ownership of the Bond registered in the name of the owner named above in the principal amount and maturity date stated above and this Bond is one of the Bonds of the series issued pursuant to the Resolution hereinabove described.

U.S. BANK NATIONAL ASSOCIATION
St. Paul, Minnesota
Bond Registrar

By _____
Authorized Representative

REGISTRATION CERTIFICATE

This Bond must be registered as to both principal and interest in the name of the owner on the books to be kept by U.S. Bank National Association of St. Paul, Minnesota, as Bond Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the Bond Registrar, in the name of the registered owner last noted below.

Date

Registered Owner

Signature of Bond Registrar

Cede and Co.

___/___/12 c/o The Depository Trust Company
55 Water Street
New York, NY 10041
Federal Taxpayer I.D. No.
13-2555119

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers
unto _____

(Name and Address of Assignee)

Social Security or Other
Identifying Number of Assignee

the within Certificate and all rights thereunder and does irrevocably constitute
and appoint _____ attorney to
transfer the said Certificate on the books kept for registration thereof with full
power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment
must correspond with the name of the
registered owner as it appears upon the face
of the within Certificate in every particular,
without alteration or enlargement or any
change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of
National Securities Exchange)

*Unless this Certificate is presented by an authorized representative of The
Depository Trust Company, a New York corporation ("DTC"), to the Issuer or
its agent for registration of transfer, exchange, or payment, and any bond issued
is registered in the name of Cede & Co. or in such other name as is requested by*

an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

4.02 Preparation and Execution. The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Administrator. The legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A. shall be appended to each Bond. The corporate seal of the Issuer may be omitted from the Bonds as permitted by law. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be an officer before delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

4.03 Delivery of the Bonds. Delivery of the Bonds and payment of the purchase price shall be made at a place mutually satisfactory to the Issuer and the Purchaser. Printed or typewritten, and executed Bonds shall be furnished by the Issuer without cost to the Purchaser. The Bonds, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the City Administrator to the Purchaser upon receipt of the purchase price plus accrued interest.

4.04 Issuance Expenses. The Issuer authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to KleinBank of Chaska, Minnesota, on the date of closing and delivery of the Bonds (the "Closing Date") for further distribution as directed by the Issuer's financial advisor, Ehlers & Associates, Inc. and as set forth in the officers' certificate provided to the Purchaser on the Closing Date.

Section 5. Escrow Agreement; Escrow Agent.

5.01 Designation of Escrow Agent. U.S. Bank National Association of St. Paul, Minnesota, which is a suitable financial institution within the State of Minnesota whose deposits are insured by the Federal Deposit Insurance Corporation whose combined capital and surplus is not less than \$500,000, is designated escrow agent (the "Escrow Agent") with respect to the Bonds.

5.02 Escrow Agreement. On or prior to the delivery of the Bonds, the Mayor and the City Administrator are authorized and directed to execute on behalf of the Issuer an escrow agreement (the "Escrow Agreement") with the Escrow Agent in substantially the form now on file with the City Administrator. The execution and delivery of the Escrow Agreement by the Mayor and the City Administrator, in the form presented to the Council with such changes, omissions, insertions and revisions as the Mayor and the City Administrator deem advisable is approved, and the execution by such officers shall be conclusive evidence of such approval. All essential terms and conditions of the Escrow Agreement, including payment by the Issuer of reasonable charges for the services of the Escrow Agent, are approved and adopted and made a

part of this Resolution, and the Issuer covenants that it will promptly enforce all provisions thereof in the event of default thereunder by the Escrow Agent.

Section 6. Covenants, Accounts and Tax Levies.

6.01 Covenants.

A. *Covenants Related to the Improvement Portion.* The Issuer further covenants with the holders from time to time of the Bonds as follows:

(1) The Issuer has caused the Special Assessments to be promptly levied and will take all steps necessary to assure prompt collection of the Special Assessments.

(2) The Issuer will keep complete and accurate books and records showing: receipts and disbursements in connection with the Improvement Projects and Special Assessments and other funds appropriated for payment of the Bonds, collections and disbursements thereof, moneys on hand and the balance of unpaid Special Assessments.

(3) The Issuer will cause its books and records to be audited and will furnish copies of such audit reports to any interested person upon request.

(4) The Council covenants and agrees with the holders of the Improvement Portion (as shown in Section 2.01B hereof) and with its taxpayers that it has assessed against benefitted property not less than 20% of the cost of the Improvement Projects.

(5) The Issuer further covenants and agrees that it will do and perform as soon as they may be done all acts and things necessary, in the event that any such assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the Issuer or the Council, or any of the Issuer officers or employees, either in the making of the Special Assessments or in the performance of any condition precedent thereto, as may be required by law to make the assessments a valid and binding lien upon such property.

B. *Covenants Related to the Utility Portion.* The Issuer covenants and agrees with the holders of the Bonds and with its taxpayers that it will impose and collect just and equitable charges for all use and for the availability of all facilities of the Utilities at the times and in the amounts required to pay the normal, reasonable, and current expenses of operating and maintaining such Utilities, and also to produce Net Revenues which, along with other Pledged Revenues allocable to the Utility Portion (as shown in Section 2.01B hereof), will be at least adequate at all times to pay the principal and interest due on the Utility Portion and on all other notes and bonds heretofore or hereafter issued and made payable from said Net Revenues, and will operate the Utilities and segregate and account for the revenues thereof as provided in this Section.

C. *Sewer Fund.*

(1) It will place all charges for the use and availability of the Sewer Utility, when collected, and all money received from the sale of any facilities or equipment of the Sewer Utility in the Sewer Fund (the "Sewer Fund"). Except as provided in this Section, this fund shall be used only to pay claims duly approved and allowed for payment of expenses which, under generally accepted accounting principles, constitute normal, reasonable, and current expenses of operating and maintaining the Sewer Utility, and to maintain such reasonable reserves for such expenses as the Council shall determine to be necessary from time to time. Sums in excess of those required to make such payments and maintain such reserves constitute the Net Revenues which are herein pledged and appropriated along with Net Revenues of the Water Utility and other Pledged Revenues allocable to the Utility Portion, first to pay the principal of and interest due on the Utility Portion to the extent such payments are not made from earnings on the Escrow Account.

(2) Surplus Sewer Utility revenues from time to time received in the Sewer Fund, in excess of payments due from and reserves required to be maintained in the Sewer Fund and in the Debt Service Account, may be used for necessary capital expenditures for the improvement of the Sewer Utility, for the prepayment and redemption of notes and bonds constituting a lien on the Sewer Utility or the Water Utility, and for any other proper municipal purpose consistent with policies established by resolution of the Council.

D. *Water Fund.*

(1) It will place all charges for the use and availability of the Water Utility, when collected, and all money received from the sale of any facilities or equipment of the Water Utility in the Water Fund (the "Water Fund"). Except as provided in this Section, this fund shall be used only to pay claims duly approved and allowed for payment of expenses which, under generally accepted accounting principles, constitute normal, reasonable, and current expenses of operating and maintaining the Water Utility, and to maintain such reasonable reserves for such expenses as the Council shall determine to be necessary from time to time. Sums in excess of those required to make such payments and maintain such reserves constitute the Net Revenues which are herein pledged and appropriated along with Net Revenues of the Sewer Utility and other Pledged Revenues allocable to the Utility Portion, first to pay the principal of and interest due on the Utility Portion to the extent such payments are not made from earnings on the Escrow Account.

(2) Surplus Water Utility revenues from time to time received in the Water Fund, in excess of payments due from and reserves required to be maintained in the Water Fund and in the Debt Service Account, may be used for necessary capital expenditures for the improvement of the Water Utility, for the prepayment and redemption of notes and bonds constituting a lien on the Water Utility or the Sewer Utility, and for any other proper municipal purpose consistent with policies established by resolution of the Council.

E. *2012A General Obligation Refunding Bonds Fund.* There is created a special fund to be designated the "2012A General Obligation Refunding Bonds Fund" (the "Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Issuer. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon

have been fully paid. There shall be maintained in the Fund three separate accounts, to be designated the "Costs of Issuance Account," "Debt Service Account" and "Escrow Account," respectively:

(1) **Costs of Issuance Account.** On receipt of the purchase price of the Bonds, the Issuer shall credit proceeds from the sale of the Bonds and less amounts used to pay part of the interest cost of the Bonds as allowed by Minnesota Statutes, Section 475.56 (the "Additional Interest"); less amounts allocated to accrued interest paid by the Purchaser upon closing and delivery of the Bonds (the "Accrued Interest"); and less the amounts necessary to fund the Escrow Account, to the Costs of Issuance Account. From the Costs of Issuance Account there shall be paid all costs and expenses of issuing the Bonds and the moneys in said account shall be used for no other purpose except as otherwise provided by law. To the extent funds on deposit in the Costs of Issuance Account are insufficient to pay the costs of issuance of the Bonds, the Issuer covenants and agrees to pay such difference from its available funds. Upon payment in full of the costs of issuance of the Bonds, any excess on deposit in the Costs of Issuance Account shall be transferred to the Debt Service Account, to the extent such balance is comprised of the sale or investment proceeds of the Bonds. To the extent such excess represents general funds of the Issuer, such funds shall be returned to the general fund of the Issuer.

(2) **Debt Service Account.**

(a) To the Debt Service Account are pledged and appropriated: (i) Net Revenues at the times and in the amounts described in (b) below; (ii) the Special Assessments; (iii) the Taxes; (iv) the Additional Interest to the extent not required to fund the Escrow Account; (v) the Accrued Interest to the extent not required to fund the Escrow Account; (vi) all funds remaining in the 2005 Bonds Construction Fund (the "2005 Construction Fund") created in the Issuer's Resolution No. 2005-20 adopted June 7, 2005 (the "2005 Resolution"); (vii) all funds remaining in the Construction Account in the 2007 Improvement Program Fund (the "2007 Construction Account," and together with the 2005 Construction Fund, the "Prior Construction Accounts") created in the Issuer's Resolution No. 2007-22 adopted May 15, 2007 (the "2007 Resolution," and together with the 2005 Resolution, the "Prior Resolutions"); (viii) and balance remaining on deposit in the 1996 and 1997 Redemption Fund established in the 2005 Resolution (the "2005 Redemption Fund"); (ix) any balance remaining on the 2005 Redemption Date in the 2005 Bonds Debt Service Fund created in the 2005 Resolution (the "2005 Debt Service Fund"); (x) any balance remaining on the 2007 Redemption Date in the 2007 Bonds Debt Service Account created in the 2007 Resolution (the "2007 Debt Service Account," and together with the 2005 Debt Service Fund, the "Prior Debt Service Accounts"); (xi) any balance remitted to the Issuer upon termination of the Escrow Agreement; (xii) any and all other moneys which are properly available and are appropriated by the governing body of the Issuer to the Debt Service Account; and (xiii) investment earnings on the moneys identified in the foregoing clauses (i) through (xii). The proceeds of the Bonds described in clauses (iv) and (v) of the preceding sentence shall be used for payment of interest on the Bonds. The money in such account shall be used for no purpose other than the payment of principal and interest on the Bonds and any other general obligation bonds of the Issuer hereafter issued by the Issuer and

made payable from said account as provided by law; provided, however, that if any payment of principal or interest on the Bonds shall become due when there is not sufficient money in the Debt Service Account, the Finance Director shall pay the same from any other fund of the Issuer, which fund shall be reimbursed from the Debt Service Account when the balance therein is sufficient.

(b) Prior to each Interest Payment Date the City Administrator shall transfer from the Sewer Fund and/or the Water Fund to the Debt Service Account amounts of Net Revenues which will be sufficient, along with Escrow Earnings and other Pledged Revenues allocable to the Utility Portion for the payment of the interest and principal then due on the Utility Portion.

(c) The Debt Service Account shall be maintained in the manner herein specified until all of the Bonds and interest thereon have been fully paid.

(d) The amount of any surplus remaining in the Debt Service Account when the Bonds and interest thereon are paid shall be used as provided in Section 475.61, Subdivision 4 of the Act.

(3) Escrow Account.

(a) To the Escrow Account there is pledged and irrevocably appropriated and there shall be credited: (i) the proceeds of the Bonds received from the Purchaser which are not appropriated to the Costs of Issuance Account or the Debt Service Account; (ii) if necessary, the Accrued Interest; (iii) if necessary, the Additional Interest [amounts referenced in clauses (i), (ii) and (iii) are herein referred to as the "Proceeds"]; (iv) if necessary, funds of the Issuer in an amount sufficient to meet the requirements of the Escrow Account (the "Funds"); and (v) investment earnings on such monies referenced in clauses (i) through (iv), for the payment and redemption on the 2005 Redemption Date of the principal amount of the 2005 Refunded Bonds; for the payment and redemption on the 2007 Redemption Date of the principal amount of the 2007 Refunded Bonds; and for payment of a portion of the interest to become due on the Bonds through and including the 2007 Redemption Date (the "Escrow Flow of Funds").

(b) The Escrow Account shall be maintained with the Escrow Agent pursuant to the Escrow Agreement and this Resolution. The Escrow Account shall be invested in accordance with the Act, the Escrow Agreement and this Section, in securities specified in Section 475.67, Subdivision 8 of the Act or in an investment contract or similar agreement with a bank or insurance company meeting the requirements of Minnesota Statutes, Section 118A.05, Subdivision 5, which investments will provide sufficient funds together with any cash or other funds retained in the Escrow Account to meet the requirements of the Escrow Flow of Funds.

(c) From the Escrow Account there shall be paid all amounts necessary to meet the requirements of the Escrow Flow of Funds.

(d) The Escrow Account is irrevocably appropriated to meeting the requirements of the Escrow Flow of Funds. The monies in the Escrow Account shall be used solely for the purposes herein set forth and for no other purpose, except that any surplus in the Escrow Account may be remitted to the Issuer all in accordance with the Escrow Agreement and this Resolution. Any monies remitted to the Issuer upon termination of the Escrow Agreement shall be deposited in the Debt Service Account as provided above.

(e) Securities purchased for the Escrow Account shall be purchased simultaneously with the delivery of and payment for the Bonds. The Mayor and City Administrator or their designee are authorized and directed to purchase such securities.

F. Upon the transfers provided for herein, the Prior Construction Accounts; the 2005 Redemption Fund and the Prior Debt Service Accounts shall be terminated.

6.02 Tax Levy. A. For the prompt and full payment of the principal and interest on the Bonds there is levied a direct annual ad valorem tax upon all taxable property in the Issuer which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the Issuer. Said levies are for the years and in the amounts set forth in ATTACHMENT A hereto, which is incorporated by reference as though fully set forth herein.

B. The tax levies are such that if collected in full, they together with estimated collections of Pledged Revenues and investment earnings herein pledged for payment of the Bonds, will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

C. The tax levies shall be irrevocable so long as any amount of the Bonds is outstanding and unpaid; provided, however, that on November 30 of each year, while Bonds remain outstanding, the Council shall reduce or cancel the above levies to the extent of funds available in the Debt Service Account to pay principal and interest due during the ensuing year on the Bonds, and shall direct the County Auditor to reduce the levy for such calendar year by that amount.

6.03 General Obligations. It is recognized that the Issuer's liability on the Bonds is not limited to the Pledged Revenues and investments so pledged, and the Council covenants and agrees that in the event of any current or anticipated deficiency in the Pledged Revenues, it will levy upon all taxable property within the Issuer and cause to be extended, assessed, and collected, any additional taxes found necessary for full payment of the principal of and interest on the Bonds, without limitation as to rate or amount.

6.04 Investments. Monies on deposit in the Debt Service Account may, at the discretion of the City Administrator, be invested in securities permitted by Minnesota Statutes, Chapter 118A, that any such investments shall mature at such times and in such amounts as will permit for payment of project costs and/or payment of the principal and interest on the Bonds when due.

Section 7. Refunding; Findings; Redemption of Refunded Bonds.

7.01 Findings. It is found and determined that:

A. based upon information presently available from the Issuer's financial advisers, that as of the Redemption Date, the issuance of the Bonds will result in a reduction of debt service cost to the Issuer on the Refunded Bonds;

B. in accordance with Section 475.67 of the Act, as of the Redemption Date, the present value of the dollar amount of the debt service on the Bonds, computed to their stated maturity dates, after deducting any premium, is lower by at least three percent than the present value of the dollar amount of debt service, on the Refunded Bonds, exclusive of any premium, computed to their stated maturity dates (present value of the dollar amount of debt service means the dollar amount of debt service to be paid, discounted to the nominal date of the Bonds at a rate equal to the yield on the Bonds);

C. the Proceeds and Funds available and appropriated to the Escrow Account will be sufficient, together with the permitted earnings on the investment of the Escrow Account, to meet the requirements of the Escrow Flow of Funds;

D. the proceeds of the Prior Bonds have been fully expended for the governmental purpose for which the Prior Bonds were issued; and

E. the Utility Projects and the Improvement Projects are complete.

7.02 Redemption. The Refunded Bonds shall be redeemed and prepaid in accordance with: (i) their terms; (ii) with the terms and conditions set forth in the form of Notices of Call for Redemption attached to the Escrow Agreement; and (iii) with the terms and conditions of the Representation Letter, all of which terms and conditions are approved and incorporated herein by reference.

Section 8. Certificate of Proceedings.

8.01 Filing of Resolution; County Auditor Certificate. The City Administrator or the designee thereof is directed to file a certified copy of this Resolution in the office of the County Auditor of Cottonwood County, along with such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the Bonds herein authorized have been duly entered on the Auditor's register and that the tax required by law for the payment of said Bonds has been levied.

8.02 Authentication of Transcript. The officers of the Issuer are authorized and directed to prepare and furnish to the Purchaser and to Bond Counsel certified copies of all proceedings and records of the Issuer relating to the authorization and issuance of the Bonds and to the financial condition and affairs of the Issuer and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Bonds as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore

furnished, constitute representations of the Issuer as to the correctness of facts recited therein and the actions stated therein to have been taken.

8.03 Offering Materials. The Mayor and the City Administrator are authorized and directed to certify that they have examined the offering materials prepared and circulated in connection with the reoffering of the Bonds by the Purchaser and that to the best of their knowledge and belief the offering materials are a complete and accurate representation of the facts and representations made therein as of the date of the offering materials.

8.04 Absent or Disabled Officers. In the event of the absence or disability of the Mayor, the City Administrator or the Treasurer, such officers or members of the Council as in the opinion of the Issuer's attorney, may act in their behalf, shall without further act or authorization, execute and deliver the Bonds, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

8.05 Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The Issuer may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The Issuer may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The Issuer may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Chapter 118A bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 9. Tax Covenants.

9.01 General.

A. The Issuer covenants and agrees with the Holders of the Bonds that the Issuer will (i) take all action on its part necessary to cause the interest on the Bonds to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Bonds and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Bonds to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Bonds and investment earnings thereon on certain specified purposes.

B. The Issuer covenants with the Holders from time to time of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest payable on the Bonds to become subject to taxation under the Internal Revenue Code; and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to insure that such interest will not become subject to taxation under the Code. The term "Internal Revenue Code" or "Code" as used herein includes the Internal Revenue Code of 1986, as amended, and all regulations, amended regulations and proposed regulations issued thereunder, as now existing, or as hereafter amended or proposed.

C. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (ii) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Bonds or \$100,000. To this effect any proceeds of the Bonds and any sums from time to time held in the Debt Service Account (or any other Issuer account which will be used to pay principal or interest to become due on the Bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage restrictions may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in those funds shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

9.02 Spending Exemption to Rebate. The Issuer elects to treat the Bonds as a multi purpose issue, one purpose to fund the Costs of Issuance Account (the "New Money") and one purpose and one issue consisting of the balance of the proceeds of the Bonds (the "Escrowed Portion"). Both the 2005 Bonds and 2007 Bonds qualified for and were taken into account under the "small issuer" exception to the arbitrage rebate requirements. The aggregate amount of the Bonds does not exceed \$5,000,000. The weighted average maturity of the portion of the Bonds allocable to refunding the 2005 Bonds does not exceed the weighted average maturity of the 2005 Bonds. The Bonds do not mature more than 30 years after the date of issue of the 2005 Bonds. The weighted average maturity of the portion of the Bonds allocable to refunding the 2007 Bonds does not exceed the weighted average maturity of the 2007 Bonds. The Bonds do not mature more than 30 years after the date of issue of the 2007 Bonds. Issuer expects all the New Money will be spent within six months of the date of closing and delivery of the Bonds.

9.03 Bank Qualification. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the Issuer makes the following factual statements and representations:

A. the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

B. the Issuer designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

C. the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Issuer (and all entities whose obligations will be aggregated with those of the Issuer) during the calendar year in which the Bonds are being issued will not exceed \$30,000,000; and

D. not more than \$30,000,000 of obligations issued by the Issuer during the calendar year in which the Bonds are being issued have been designated for purposes of Section 265(b)(3) of the Code.

9.04 Arbitrage Certification. The Mayor and City Administrator, being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser an arbitrage certification in order to satisfy the provisions of the Code and the regulations promulgated thereunder.

9.05 Opinion of Counsel. Notwithstanding any other provision of this Section 9, any requirement imposed hereunder or under Section 6 hereof may be deemed inapplicable and of no force or effect if an opinion of counsel is rendered to the Issuer by nationally recognized Bond Counsel to the effect that the failure to impose such requirement will not adversely effect the tax exempt status of interest on the Bonds.

Section 10. Continuing Disclosure. The Council acknowledges that the Bonds are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the Holders to provide continuing disclosure with respect to the Bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the Mayor and the City Administrator are authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the Issuer.

(remainder of page intentionally left blank)

Adopted by the Council this 15th day of May, 2012.

Kirby G. Kruse, Mayor

Attest: Steven Nasby, City Administrator

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EXTRACT OF MINUTES OF A REGULAR MEETING OF THE
CITY COUNCIL OF THE
CITY OF WINDOM, MINNESOTA

Held: May 15, 2012

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Windom, Cottonwood County, Minnesota, was duly called and held at the City Hall on May 15, 2012, at 7:30 P.M.

The following members were present:

and the following members were absent:

MOTION: Member _____ moved to adopt a resolution entitled "Resolution Providing for the Issuance, Sale and Delivery of \$1,650,000 General Obligation Refunding Bonds, Series 2012A and Awarding the Sale Thereof," the reading of which was dispensed with by unanimous consent.

SECOND: Member _____

RESULT: On a roll call vote the motion was carried.

Ayes: _____
Nays: _____
Not Voting: _____
Absent: _____

Adopted by the Council this 15th day of May, 2012.

Kirby G. Kruse, Mayor

Attest: _____
Steven Nasby, City Administrator

ESCROW AGREEMENT

between

CITY OF WINDOM, MINNESOTA

and

**U.S. BANK NATIONAL ASSOCIATION
St. Paul, Minnesota**

as Escrow Agent

Dated as of June __, 2012

Relating to

City of Windom, Minnesota

**General Obligation Improvement Bonds, Series 2005A
Dated June 29, 2005**

and

**General Obligation Improvement Bonds, Series 2007B
Dated June 7, 2007**

This ESCROW AGREEMENT, dated as of June __, 2012 (this "Escrow Agreement"), is between the CITY OF WINDOM, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the "Issuer"), and U.S. BANK NATIONAL ASSOCIATION, in St. Paul, Minnesota, a corporation existing under the laws of the State of Minnesota (the "Escrow Agent").

BACKGROUND:

WHEREAS, the Issuer has heretofore issued its \$1,440,000 General Obligation Improvement Bonds, Series 2005A, dated June 29, 2005 (the "2005 Bonds"), of which \$720,000 in principal amount maturing on February 1 in the years 2014 through 2021 (the "2005 Refunded Bonds") is outstanding and will mature or is subject to redemption and prepayment on February 1, 2013 (the "2005 Bonds Redemption Date"); and

WHEREAS, the Issuer has also heretofore issued its \$1,380,000 General Obligation Improvement Bonds, Series 2007B, dated June 7, 2007 (the "2007 Bonds"), of which \$835,000 in principal amount maturing, or subject to mandatory redemption, on February 1 in the years 2016 through 2023 (the "2007 Refunded Bonds" and, together with the 2005 Refunded Bonds, the "Refunded Bonds") is outstanding and will mature or is subject to redemption and prepayment on February 1, 2015 (the "2007 Bonds Redemption Date" and, together with the 2005 Bonds Redemption Date, the "Redemption Date"); and

WHEREAS, the Resolution adopted on June 7, 2005, by the Issuer pursuant to which the 2005 Bonds were issued, a copy of which is attached as Exhibit F (the "2005 Bond Resolution"), provides for the redemption of the 2005 Refunded Bonds at a price equal to the principal amount plus accrued interest after notice of the call for redemption is given by mailing such notice to the registered owner of each bond to be redeemed, and by publication, if required, pursuant to Minnesota Statutes, Section 475.54, subdivision 4; and

WHEREAS, the Resolution adopted on May 15, 2007, by the Issuer pursuant to which the 2007 Bonds were issued, a copy of which is attached as Exhibit G (the "2007 Bond Resolution"), provides for the redemption of the 2007 Refunded Bonds at a price equal to the principal amount plus accrued interest after notice of the call for redemption is given by mailing such notice to the registered owner of each bond to be redeemed, and by publication, if required, pursuant to Minnesota Statutes, Section 475.54, subdivision 4; and

WHEREAS, the Issuer has determined to provide, by the issuance of its General Obligation Refunding Bonds, Series 2012A, dated the date hereof (the "Bonds"), funds which will be used for the primary purpose of prepaying the principal amount of the 2005 Refunded Bonds on the 2005 Bonds Redemption Date and the 2007 Refunded Bonds on the 2007 Bonds Redemption Date; and

WHEREAS, the Bonds, the 2005 Refunded Bonds and the 2007 Refunded Bonds are registered in the name of Cede & Co., as nominee for the Depository Trust Company, New York, New York ("DTC"); and

WHEREAS, in order to make the Bonds, the 2005 Refunded Bonds and the 2007 Refunded Bonds eligible for the services provided by DTC, the Issuer has agreed to the applicable provisions set forth in the Blanket Issuer Letter of Representations executed by the Issuer and DTC (the "Representation Letter"); and

WHEREAS, proceeds of the Bonds along with certain other monies to be delivered to the Escrow Agent are to be used to purchase certain federal securities hereinafter specified, which together with an initial cash balance are to be held in escrow by the Escrow Agent and are to be set apart and irrevocably

segregated in a special trust fund sufficient to ensure the payment in full of the entire outstanding principal amount of the 2005 Refunded Bonds on the 2005 Bonds Redemption Date and the principal amount of the 2007 Refunded Bonds on the 2007 Bonds Redemption Date and a portion of the interest due on the Bonds on and prior to the Redemption Date (the "Escrow Flow of Funds"); and

WHEREAS, the Refunded Bonds shall be called for redemption in substantial accordance with the Notices of Call for Redemption attached hereto as Exhibit D and Exhibit E (the "Notices").

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Authority. The Issuer has, in accordance with a resolution of its governing body, adopted on May 15, 2012 (the "Resolution"), issued and sold the Bonds for the primary purpose of funding the Escrow Account established in the Resolution (the "Escrow Account"), the moneys in which shall be applied to the Escrow Flow of Funds, and has authorized the call for redemption of the Refunded Bonds and payment of the issuance expenses of the Bonds.

Section 2. Directions to Escrow Agent.

A. In order to fund the Escrow Account, the Issuer directs the Escrow Agent that:

- i. the proceeds of the Bonds in the amount of \$ _____; plus
- ii. additional interest allowed by Minnesota Statutes, Section 475.56, in the amount of \$ _____; plus
- iii. accrued interest paid by the purchaser of the Bonds in the amount of \$0.00 [the amounts set forth in the foregoing clauses (i), (ii) and (iii) are herein referred to as the "Proceeds"]; plus
- iv. the debt service funds of the Issuer in the amount of \$ _____ ("Funds");

be applied by the Escrow Agent on the date of closing and delivery of the Bonds:

- a. to the purchase of obligations of the United States of America described in Exhibit B (the "Federal Securities"); and
- b. to establishing a beginning cash deposit in the Escrow Account (the "Cash Balance"), all as set forth on Exhibit A.

B. The Issuer further directs that the Federal Securities and Cash Balance, together with interest to be earned thereon, shall be applied to the Escrow Flow of Funds.

Section 3. Escrow Account.

A. The Escrow Agent acknowledges receipt of the Federal Securities and Cash Balance and agrees that it will hold such Federal Securities and Cash Balance in the Escrow Account, which shall be a special, segregated and irrevocable Escrow Account in the name of the Issuer.

B. The deposit made to the Escrow Account constitutes an irrevocable deposit for the benefit of the holders of the Bonds and the Refunded Bonds. The Federal Securities, together with any interest earned thereon and the Cash Balance in the Escrow Account shall be held in trust and shall be applied solely in accordance with the provisions hereof and of the Resolution.

C. The Escrow Account created hereby shall be unconditional and irrevocable (except with the written consent of the holders of all outstanding Refunded Bonds), and the holders of the Bonds and the Refunded Bonds shall have an express lien on the Federal Securities and Cash Balance in the Escrow Account until paid out, used and applied in accordance with this Escrow Agreement and the Resolution.

D. It is recognized that title to the Federal Securities and Cash Balance and other amounts held in the Escrow Account from time to time shall remain vested in the Issuer, but subject always to the prior charge and lien thereof of this Escrow Agreement and the use thereof required to be made by the provisions of this Escrow Agreement. The Escrow Agent shall hold all such Federal Securities, Cash Balance and other monies in a special trust fund separate and apart from all other funds and securities of the Escrow Agent, and shall never commingle such Federal Securities or Cash Balance with any other monies.

E. Except as set forth herein, or as may be directed by the Issuer if accompanied by a legal opinion of nationally-recognized bond counsel in form and substance satisfactory to the Escrow Agent, the Escrow Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of the Federal Securities held hereunder or to sell, transfer or otherwise dispose of the Federal Securities acquired hereunder, except to collect the principal thereof at maturity and the interest thereon as the same become due and payable. In the event the Escrow Account is reinvested, such reinvestment shall comply with the applicable provisions of Minnesota Statutes, Section 475.67.

Section 4. Escrow Verification Report. The Issuer and the Escrow Agent acknowledge receipt of a report of Grant Thornton, LLP of Minneapolis, Minnesota, certified public accountants, attached hereto as Exhibit H (the "Escrow Verification Report"), verifying that the Federal Securities, together with the interest to be earned thereon and the Cash Balance in the Escrow Account, will be sufficient to meet the Escrow Flow of Funds.

Section 5. Issuer Covenants.

A. The Issuer covenants that it will not repeal or amend the 2005 Bond Resolution, the 2007 Bond Resolution or the Resolution in any manner which is prejudicial to the holders of the 2005 Bonds, the 2007 Bonds or the Bonds.

B. The Issuer covenants that upon receipt of notice from the Escrow Agent pursuant to Section 6.E. of this Agreement that monies on hand in the Escrow Account will not be sufficient to make any payment when due to the holders of any of the Bonds or the Refunded Bonds, the Issuer will forthwith deposit in the Escrow Account, but only from monies on hand and legally available for such purpose, such additional monies as may be required to pay fully the amount so to become due and payable, and the Issuer recognizes its obligation under Minnesota Statutes, Section 475.61, to levy ad valorem taxes on all taxable property over which the Issuer has jurisdiction to the extent required to produce the monies necessary for this purpose.

C. The Issuer covenants that any monies held in trust by the Escrow Agent for the payment and discharge of any of the Refunded Bonds which remain after the Redemption Date and are returned to the Issuer in accordance with this Agreement, will be utilized in accordance with the Resolution.

Section 6. Duties of the Escrow Agent.

A. The Escrow Agent agrees with respect to the Notice, that:

i. if it is not the bond registrar and paying agent for the Refunded Bonds, it will mail the Notice to the bond registrar and paying agent for the applicable series of Refunded Bonds at least 30 but not more than 60 days prior to the applicable Redemption Date and direct the bond registrar and paying agent for the Refunded Bonds to provide the Notice to the holders of the Refunded Bonds as and when required by the 2005 Bond Resolution and the 2007 Bond Resolution, as applicable; or

ii. if it is the bond registrar and paying agent for the Refunded Bonds, it shall provide the Notice to the holders of the Refunded Bonds as and when required by the 2005 Bond Resolution and the 2007 Bond Resolution, as applicable; and

iii. notwithstanding the foregoing, if the Refunded Bonds are registered in the name of Cede & Co., as nominee for DTC, it will send the Notice to DTC at the location shown in Section 15 of this Escrow Agreement, in a secure fashion (that is, a legible facsimile transmission, registered or certified mail, or overnight delivery service) and verify the timely receipt by DTC of the Notice at least two business days in advance of the publication date of the Notice or at least 32 days prior to the Redemption Date. (Notice to DTC required hereunder will be deemed sufficient if given in accordance with the then-applicable DTC Operational Arrangements.)

B. The Escrow Agent agrees with respect to payment of the outstanding principal amount of the Refunded Bonds, on the Redemption Date, that:

i. if it is not the bond registrar and paying agent for the 2005 Refunded Bonds, it shall remit from the Escrow Account to the bond registrar and paying agent for the 2005 Refunded Bonds, the 2005 Refunded Bonds on the 2005 Redemption Date; or

ii. if it is the bond registrar and paying agent for the 2005 Refunded Bonds, it shall remit from the Escrow Account directly to the holders of the 2005 Refunded Bonds the principal amount of the 2005 Refunded Bonds, on the 2005 Redemption Date; and

iii. if it is not the bond registrar and paying agent for the 2007 Refunded Bonds, it shall remit from the Escrow Account to the bond registrar and paying agent for the 2007 Refunded Bonds, the 2007 Refunded Bonds on the 2007 Redemption Date; or

iv. if it is the bond registrar and paying agent for the 2007 Refunded Bonds, it shall remit from the Escrow Account directly to the holders of the 2007 Refunded Bonds the principal amount of the 2007 Refunded Bonds, on the 2007 Redemption Date.

C. The Escrow Agent shall collect the matured principal of and interest on the Federal Securities as they become due and payable and apply the proceeds thereof to the Escrow Flow of Funds.

D. The Escrow Agent shall immediately notify the Issuer if at any time it shall appear to the Escrow Agent that the monies on hand in the Escrow Account will not be sufficient to make any payment when due to the holders of any of the Bonds or the Refunded Bonds.

E. The Escrow Agent shall return to the Issuer any monies held in trust for the payment and discharge of any of the Refunded Bonds which remain after the 2007 Redemption Date, which funds will be utilized in accordance with the Resolution.

Section 7. Reliance by Escrow Agent. As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate signed on behalf of the Issuer by the Mayor or the City Administrator or their authorized designee as sufficient evidence of the facts therein contained. The Escrow Agent may accept a certificate of the City Administrator of the Issuer or his or her authorized designee to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

Section 8. Limitation of Escrow Agent Liability. It is understood and agreed that the responsibilities of the Escrow Agent under this Escrow Agreement are limited to: (a) the safekeeping and segregation of the Federal Securities, Cash Balance and other monies deposited in the Escrow Account; (b) the collection of and accounting for the principal and interest payable with respect thereto; (c) the application of money in the Escrow Account as herein provided; and (d) providing the notices of redemption as required by Section 6.A. herein; provided, however, that no provision of this Escrow Agreement herein contained shall be construed to require the Escrow Agent to keep the identical monies, or any part thereof, received for the Escrow Account on hand, but monies of an equal amount (except to the extent such are represented by investments permitted under this Escrow Agreement) shall always be maintained on hand as funds held by the Escrow Agent as trustee, belonging to the Issuer and a special account shall at all times be maintained on the books of the Escrow Agent, together with such investments. In the event of the Escrow Agent's failure to account for any money or obligations held by it in the Escrow Account, such money and obligations shall be and remain the property of the Issuer, and if for any reason such money or obligations cannot be identified, all other assets of the Escrow Agent shall be impressed with a trust for the amount thereof, and the Issuer shall be entitled to a preferred claim upon such assets.

Section 9. Fees of Escrow Agent. The Escrow Agent also acknowledges receipt of the payment of the fees and expenses of the Escrow Agent in connection with and for services rendered by it pursuant to this Escrow Agreement. The Escrow Agent shall have no lien whatsoever upon, and hereby expressly waives any such lien or any claim against, any of the Federal Securities and monies in the Escrow Account for the payment of said fees and expenses. If the fees or expenses are less than estimated, the Escrow Agent shall, as soon as reasonably practicable, return the unused monies to the Issuer.

Section 10. Concerning the Bondholders. This Escrow Agreement shall be binding upon and inure to the benefit of the Issuer and the Escrow Agent and their respective successors and assigns. In addition, this Escrow Agreement shall constitute a third-party beneficiary contract for the benefit of the holders of the Refunded Bonds. Such third-party beneficiaries shall be entitled to enforce performance and observance by the Issuer and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if such third-party beneficiaries were parties hereto. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall be a successor escrow agent without the execution of any document or the performance of any further act.

Section 11. Term. This Escrow Agreement shall terminate when the Refunded Bonds have been paid in accordance with the provisions of this Escrow Agreement. If any Refunded Bonds are not

presented to the bond registrar and paying agent for the Refunded Bonds for payment when due and payable, the nonpayment thereof shall not prevent the termination of this Escrow Agreement.

Section 12. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the parties to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 13. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. This Escrow Agreement shall be governed by the laws of the State of Minnesota.

Section 14. Capitalized Terms. Capitalized terms not otherwise defined herein have the meaning given in the Resolution.

Section 15. Notices. Unless otherwise provided by the respective parties, all notices to each of them shall be addressed as follows:

To the Issuer:	City of Windom Attention: City Administrator 444 9 th Street; P.O. Box 38 Windom, MN 56101-0038
To Bond Counsel:	Fryberger, Buchanan, Smith & Frederick, P.A. Attention: Mary Frances Skala 302 West Superior Street, Suite 700 Duluth, Minnesota 55802
To the Escrow Agent:	U.S. Bank National Association Corporate Trust Services Mailcode: EP-MN-WS3C 60 Livingston Avenue St. Paul, Minnesota 55107-2292
To the Registrar and Paying Agent for the Refunded Bonds:	Bond Trust Services Corporation 3060 Centre Pointe Drive Roseville, Minnesota 55113-1105
To DTC:	The Depository Trust Company Attention: Call Notification Department 711 Stewart Avenue Garden City, New York 11530 Fax: (516) 227-4164 or 4190

Section 16. Exhibits. The Exhibits to this Escrow Agreement are as follows:

Exhibit A	Sources and Uses of Funds
Exhibit B	Federal Securities
Exhibit C	Issuance Costs
Exhibit D	Notice of Call for Redemption of 2005 Refunded Bonds
Exhibit E	Notice of Call for Redemption of 2007 Refunded Bonds
Exhibit F	2005 Bond Resolution
Exhibit G	2007 Bond Resolution
Exhibit H	Escrow Verification Report

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF WINDOM, MINNESOTA

By _____
Mayor

Attest:

City Administrator

U.S. BANK NATIONAL ASSOCIATION

By _____
Its _____

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING
A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

(Signature page to Escrow Agreement Between the City of Windom, Minnesota, and U.S. Bank National Association, as Escrow Agent, dated as of June __, 2012)

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EXHIBIT A
SOURCES OF FUNDS

Par Value of Principal Amount of the Bonds	
Reoffering Premium	
Accrued Interest	
Issuer's Funds	
TOTAL	

USES OF FUNDS

Federal Securities	
Cash Balance	
Costs of Issuance	
Underwriter's Discount	
Deposit to Project Fund for the Bonds	
TOTAL	

EXHIBIT B

**Federal Securities
(U.S. Treasury)**

EXHIBIT C

Issuance Costs

EXHIBIT D
NOTICE OF CALL FOR REDEMPTION
\$1,440,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2005A
CITY OF WINDOM, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Windom, Minnesota (the "Issuer"), there have been called for redemption and prepayment on February 1, 2013 (the "Redemption Date"), all outstanding bonds of the Issuer designated as \$1,440,000 General Obligation Improvement Bonds, Series 2005A, dated June 29, 2005, having stated maturity dates of February 1 in the years 2014 through 2021, inclusive, totaling \$72,000 in outstanding principal amount, and with the following CUSIP numbers:

Bond Number	Maturity	Principal Amount*	Interest Rate	CUSIP**
R-9	2014	\$100,000	3.75%	973449 HP 9
R-10	2015	\$100,000	3.85%	973449 HQ 7
R-11	2017	\$210,000	4.00%	973449 HS 3
R-12	2018	\$ 70,000	4.10%	973449 HT 1
R-13	2019	\$ 75,000	4.20%	973449 HU 8
R-14	2020	\$ 80,000	4.30%	973449 HV 6
R-15	2021	\$ 85,000	4.40%	973449 HW 4

The Bonds are being called at a price of par plus accrued interest to the Redemption Date, on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of Bond Trust Services Corporation, 3060 Centre Pointe Drive, Roseville, MN 55113-1105, on or before the Redemption Date.

Payment of the redemption price on the above Bonds will become due and payable on the Redemption Date, upon presentation and surrender thereof. Interest on the principal amount designated to be redeemed shall cease to accrue on and after the redemption date. Under the Interest and Dividend Compliance Act of 1983, 31% will be withheld if tax identification number is not properly certified.

The Issuer shall not be responsible for the selection or use of the CUSIP Numbers, nor is any representation made as to the correctness thereof as indicated in this redemption notice. CUSIP Numbers are included solely for the convenience of the holders.

Publication Date: _____

BY ORDER OF THE CITY COUNCIL OF
WINDOM, MINNESOTA

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of stated maturity.

** Neither the Issuer nor the Fiscal Agent/Paying Agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

EXHIBIT E
NOTICE OF CALL FOR REDEMPTION
\$1,380,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2007B
CITY OF WINDOM, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Windom, Minnesota (the "Issuer"), there have been called for redemption and prepayment on February, 2015 (the "Redemption Date"), all outstanding bonds of the Issuer designated as \$1,380,000 General Obligation Improvement Bonds, Series 2007B, dated June 7, 2007, having stated maturity dates of February 1 in the years 2017 through 2023, inclusive, totaling \$835,000 in outstanding principal amount, and with the following CUSIP numbers:

Bond Number	Maturity	Principal Amount*	Interest Rate	CUSIP**
R-4	2017	\$185,000	4.000%	973449 JS1
R-5	2018	\$100,000	4.100%	973449 JT9
R-6	2019	\$100,000	4.125%	973449 JU6
R-7	2020	\$105,000	4.150%	973449 JV9
R-8	2021	\$110,000	4.200%	973449 JW2
R-9	2022	\$115,000	4.250%	973449 JX0
R-10	2023	\$120,000	4.300%	973449 JY9

The Bonds are being called at a price of par plus accrued interest to the Redemption Date, on which date all interest on said Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment at the office of Bond Trust Services Corporation, 3060 Centre Pointe Drive, Roseville, MN 55113-1105, on or before the Redemption Date.

Payment of the redemption price on the above Bonds will become due and payable on the Redemption Date, upon presentation and surrender thereof. Interest on the principal amount designated to be redeemed shall cease to accrue on and after the redemption date. Under the Interest and Dividend Compliance Act of 1983, 31% will be withheld if tax identification number is not properly certified.

The Issuer shall not be responsible for the selection or use of the CUSIP Numbers, nor is any representation made as to the correctness thereof as indicated in this redemption notice. CUSIP Numbers are included solely for the convenience of the holders.

Publication Date: _____

BY ORDER OF THE CITY COUNCIL OF
WINDOM, MINNESOTA

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of stated maturity.

** Neither the Issuer nor the Fiscal Agent/Paying Agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

EXHIBIT F
2005 Bond Resolution

EXHIBIT G
2007 Bond Resolution

EXHIBIT H
Escrow Verification Report

AGREEMENT FOR POST-ISSUANCE DEBT COMPLIANCE POLICY AND PROCEDURES TEMPLATES

City of Windom
444 9th Street
P.O. Box 38
Windom, MN 56101-0038

Effective as of April 18, 2012

Ehlers & Associates, Inc. ("Ehlers") and the City of Windom, Minnesota ("Client") do hereby mutually agree to the following with regard to post-issuance debt compliance policy and procedures templates. In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, it is agreed by and between Ehlers and Client as follows:

The tax-exempt status of a debt obligation is contingent on compliance with all applicable state and federal laws at the time of issuance and throughout the term of the obligation. Such compliance requires Client to undertake certain recordkeeping and computational activities. In an effort to assist Client with these activities, Ehlers will provide Client with post-issuance debt compliance policy and procedures templates, all as more particularly described in this Agreement.

EHLERS RESPONSIBILITIES - SCOPE

Ehlers agrees to provide the following:

1. initial post-issuance debt compliance policy and procedures templates;
2. updates to the post-issuance debt compliance policy and procedures templates as determined by the Client; and
3. post-issuance debt compliance training and consultation as determined by the Client.

FEE ARRANGEMENT

Ehlers will charge Client fees in accordance with the fee schedule set forth below.

Fee Schedule	
Initial post-issuance debt compliance policy and procedures templates	\$500
Updates to post-issuance debt compliance policy and procedures templates	\$200 per update
Post-issuance debt compliance training and consultation	\$200 per hour

Ehlers will invoice Client for the amount due. The invoice is due and payable by the Client within 60 days of the invoice date.

LIMIT OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of Ehlers under this Agreement for any actions or omissions taken by Ehlers in the performance of this Agreement shall be limited to the fees paid by Client to Ehlers under this Agreement. The Client understands they are ultimately responsible for the sufficiency of the language of the post-issuance debt compliance policy and procedures, ensuring that the post-issuance debt compliance policy and procedures are implemented and updated on a regular and as needed basis. Client, and not Ehlers, shall be responsible for any payment due to the Internal Revenue Service, including any rebate amount or yield reduction payment and any interest or penalty for failure to make timely payments on any tax-exempt debt obligation. Under no circumstances shall any employee or agent of Ehlers have any personal liability arising out of this Agreement and no party shall seek or claim any such personal liability.

NO THIRD PARTY BENEFICIARY

No third party shall have any rights or remedies under this Agreement. This Agreement is made solely for the benefit of the parties hereto, and no other person, partnership, limited liability company, association, or corporation shall acquire or have any rights under this Agreement.

CONFIDENTIALITY: DISCLOSURE OF INFORMATION

Client Information All information, files, records, memoranda and other data of the Client ("Client Information") shall be deemed by the parties to be the property of Client. Ehlers may disclose Client Information to third parties in connection with the performance by it of its duties hereunder.

Ehlers Information Client acknowledges that in connection with the performance by Ehlers of its duties hereunder, Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of Ehlers ("Ehlers Information"). Client acknowledges that all Ehlers Information, except reports prepared by Ehlers for the Client, is confidential and proprietary to Ehlers, and agrees that Client will not, directly or indirectly, disclose the same or any part thereof to any person or entity except with the express written consent of Ehlers.

TERM / TERMINATION OF CONTRACT

This Agreement shall begin on the effective date stated above. Either party may terminate this Agreement with or without cause at any time by sending written notice of termination to the other party at least 30 days prior to the effective date of termination. Termination of this Agreement shall extend to the termination of all Addenda to this Agreement. Should this Agreement be terminated, Ehlers shall be relieved of all liability in connection with this Agreement and Addenda to this Agreement.

SEVERABILITY

To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.

ENTIRE AGREEMENT

There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Client and Ehlers other than as set forth herein. Except or otherwise expressly

provided herein, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Ehlers.

AMENDMENT

Ehlers and Client may mutually agree in writing to amend the terms covered by this Agreement (which amendment shall be reflected in an Addendum to this Agreement), including the scope and the fee arrangement, at any time. No modification, alteration, or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration, or amendment is reduced to writing and duly executed by both parties hereto.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

NOTICE

All notices given shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to Client:

City of Windom
444 9th Street
P.O. Box 38
Windom, MN 56101-0038
Attention: City Administrator

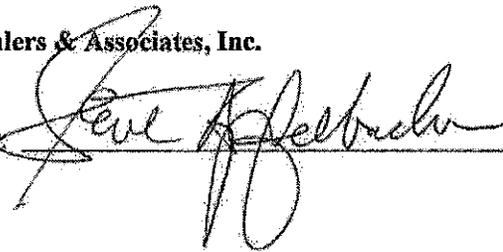
If to Ehlers:

Ehlers & Associates, Inc.
3060 Centre Pointe Drive
Roseville, MN 55113
Attention: President

In Witness Whereof, the parties have executed this Agreement this _____ day of _____,
20____

By: _____ Title: _____

Ehlers & Associates, Inc.

By:  Title: PRESIDENT

2012 City of Windom Seal Coat

Street Name	From	To	Length	Width	Area S.F.	Area S.Y.	Oil, gal	Rock, ton
12th street	6th ave	River Road	1148	32	36736	4082	1100	60
12th street	4th ave.	6th ave	725	32	23200	2578	700	40
11th street	Hwy 71/60	6th ave	1446	32	46272	5141	1300	70
11th street	6th ave	River Road	764	32	24448	2716	700	40
8th street	1st ave	4th ave	850	32	27200	3022	800	40
8th street	4th ave.	west side Historical B	139	48	6672	741	200	10
8th street	west side Historical B	5th ave	163	32	5216	580	200	10
9th street	4th ave	west dead end	650	32	20800	2311	600	30
10th street	4th ave	6th ave	750	32	24000	2667	700	40
10th street	hwy 60/71	3rd ave	525	32	16800	1867	500	30
13th street	Hwy 71/60	4th ave	900	32	28800	3200	800	40
Totals					260144	28905	7600	410

RESOLUTION #2012-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

RESOLUTION AUTHORIZING ACCEPTANCE OF THE ROBERT AND HELEN REMICK CHARITABLE FOUNDATION TRUST GRANTS

WHEREAS, the City of Windom has received notification of the awarding of two grants from the Robert and Helen Remick Charitable Foundation Trust, pursuant to an application submitted by the EDA, for the construction of entrance signs to the City and directional signage for various points of interest around the City; and

WHEREAS, the entrance sign grant is a matching "dollar-for-dollar" grant in an amount up to \$30,000 with the challenge that the EDA raise an additional \$30,000 for the project from EDA funds and other local sources; and

WHEREAS, a second grant in the amount of \$5,000 to be used towards signage for various points of interest around the City does not require a match; and

WHEREAS, it is necessary that the City of Windom accept these grants and provide documentation to the Remick Foundation pursuant to the terms of the grants.

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

1. The City of Windom hereby accepts the Robert and Helen Remick Charitable Foundation Trust Grants set forth above and approves the terms of the Grants.
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 required \$30,000 match for the entrance sign grant will be provided by the EDA and other local sources.
4. The City Administrator is hereby authorized to execute any required grant agreements and any amendments and requested documentation on behalf of the City of Windom.

Adopted by the Council this 15th day of May, 2012.

Kirby G. Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

The Robert and Helen Remick Charitable Foundation Trust
Windom, Minnesota

John Remick
Lynel Nelson
Cheryl Holthe Rients
Howard Davis
Trustees

Address correspondence to:
Patrick Costello
P. O. Box 123
Lakefield, MN 56150
(507) 662-6621

April 27, 2012

Aaron Backman, Executive Director
Windom Economic Development Association
444 9th Street
P. O. Box 38
Windom, MN 56101

Dear Mr. Backman:

On behalf of the trustees of the Foundation, I am pleased to inform you the proposal for entrance signs to the city has been approved in the form of a matching funds grant. The trustees of the Foundation are challenging your association to raise \$30,000.00 for this project. In turn, the Foundation pledges to match these funds dollar-for-dollar up to \$30,000.00.

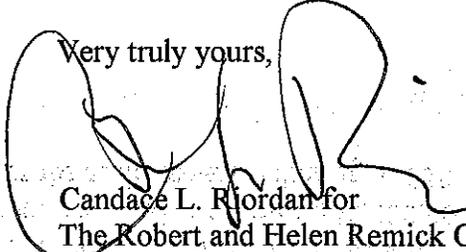
It is my understanding this grant will be an agenda item for the association's next meeting. Please provide a copy of the official minutes to the Foundation demonstrating the board's acceptance of this grant and its terms. Please also provide us with verification of receipt of the challenge funds.

Additionally, the Foundation has also approved a distribution of \$5,000.00 toward signage for various points of interest around the city.

You may expect to receive funds within a week of our receipt of the requested information.

May I extend my good wishes for the success of your programs.

Very truly yours,



Candace L. RJordan for
The Robert and Helen Remick Charitable Foundation Trust

CLR:clr



Windom Area Schools

District Office
PO Box 177
Windom, MN 56101

Phone: 507-831-6901
Fax: 507-831-6919
Website: www.windom.k12.mn.us

Windom Area Middle/High School
Winfair Elementary

Phone: 507-831-6910 Fax: 507-831-6909
Phone: 507-831-6925 Fax: 507-831-6932

May 8, 2012

City of Windom
444 9th Street
Windom, MN 56101

Dear Mayor and City Council Members,

Windom Schools would like to request a waiver on the fees associated with the picnic tables reservation for our May 16, 2012 Community Pride Day. It is our understanding that this waiver must come through the City Council.

This is the 2nd Community Pride Day event. Students in grades 7 – 11 will be going throughout the community to pick up garbage and help spruce up the community. We would like to serve our students lunch on the Town Square which is why we've requested from the City of Windom the use of their picnic tables.

Below are some of the places that our students will be going to:

- Community Center
- Kastle Kingdom
- Cottonwood Lake/Tegels Park
- Island Park
- Mayflower Park
- Ken Witt Park
- BARC
- Rainbows/Remick/Sogge Home
- Downtown Square
- Cenex/Sunbowl

Windom Schools believe that the Community Pride Day event is a way to teach our students regarding the value of community and the need to work together for the betterment of the community in which we live. We would request this waiver in fees showing how we can all work together to make our community a place we are all proud of.



Windom Area Schools

District Office
PO Box 177
Windom, MN 56101

Phone: 507-831-6901
Fax: 507-831-6919
Website: www.windom.k12.mn.us

Windom Area Middle/High School
Winfair Elementary

Phone: 507-831-6910 Fax: 507-831-6909
Phone: 507-831-6925 Fax: 507-831-6932

To summarize according to Principal Lance Northey:

One day,
One event,
338 students,
and 50 staff members taking care of a village.

Pretty Special.

Thank you for your time and your consideration of this request. If you have any questions I can be reached at 831-6901.

Sincerely,

Peggy Pfeffer
Director of Finance/Business Manager

MEMORANDUM



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

TO: City Council
FROM: City Administrator *[Signature]*
DATE: May 10, 2012
RE: Seasonal and Part-time\Temporary Employees

The City has typically hired a number of seasonal and temporary employees to assist within several City departments. These positions are planned and within the approved budgets for each department and the applicants are chosen by the Department Head. Attached is a list of the persons selected for employment. Staff is requesting the Council's approval of the proposed list.

Seasonal\Part-time Employees 2012 (5/10/2012)

POOL

Head Lifeguards

Katie Axford
Nick Eisenmenger

Lifeguards/WSI

Lisa Johnson
Hannah Bartosh
Adam Eisenmenger
Levi Gotto
Emily Turner
Hannah Steele

Lifeguards

Kylie Willard
Emily Stevens
Ryan Helmoski
Aimee Johnson
Kayla Haglund

RECREATION

Coach Pitch/T ball/K T Ball/Tykes

Mary Shaufenbuel
Abby Hayenga
Travis Janssen
Zach Bartosh
Hannah Kloss
Matt Theesfeldt
Zach Steen

COMMUNITY CENTER

Bartenders

Tony Hulm, primary
Ralph Sweigard, primary
Heather Paulson, on-call
Sharon Erpsted, on-call
Jordan Bussa, back-up

Seasonal Maintenance

Brett Oltmanns

STREET/PARK DEPT.

Maintenance

Nathan Hyatt
Nicholas Riordan

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	COMMUNITY CENTER	SUPPLIES	300.00
MAYOR & COUNCIL	SECR REV FUND/CITY O	SUPPLIES	4.00
	Total for Department 101		304.00*
CITY OFFICE	MII LIFE	VEBA	237.40
CITY OFFICE	NCPERS MINNESOTA	INSURANCE	80.00
CITY OFFICE	SECR REV FUND/CITY O	SUPPLIES	15.00
	Total for Department 103		332.40*
P & Z / BUILDING OFF	Verizon Wireless	TELEPHONE	34.32
P & Z / BUILDING OFF	MII LIFE	VEBA	178.05
P & Z / BUILDING OFF	NCPERS MINNESOTA	INSURANCE	24.00
	Total for Department 106		236.37*
CITY HALL	SANDRA HERDER	CLEANING	362.90
CITY HALL	MELISSA PENAS	CLEANING	362.90
	Total for Department 115		725.80*
POLICE	CORY HILLESHEIM	MTG EXPENSE	242.62
POLICE	Verizon Wireless	TELEPHONE	266.65
POLICE	MII LIFE	VEBA	1,901.16
POLICE	NCPERS MINNESOTA	INSURANCE	144.00
POLICE	SECR REV FUND/CITY O	POSTAGE	75.81
POLICE	IMAGES UNLIMITED	SUPPLIES	425.50
POLICE	DOUGLAS WOODHALL	TRAINING	210.00
	Total for Department 120		3,265.74*
FIRE DEPARTMENT	HARTBERG MEDICAL CLI	PHYSICALS	251.00
FIRE DEPARTMENT	Verizon Wireless	TELEPHONE	34.32
	Total for Department 125		285.32*
STREET	Verizon Wireless	TELEPHONE	39.27
STREET	MII LIFE	VEBA	1,069.42
STREET	MINION EXCAVATING IN	DIRT	350.00
STREET	NCPERS MINNESOTA	INSURANCE	80.00
STREET	WINDOM FAMILY MEDICA	SERVICE	148.00
	Total for Department 140		1,686.69*
HEALTH & SANITATION	NEAL GRUNEWALD	COMPOST SITE MANAGER	132.00
	Total for Department 145		132.00*
PARKS	ELECTRIC FUND	MAINTENANCE	84.06
PARKS	MII LIFE	VEBA	118.70
PARKS	NCPERS MINNESOTA	INSURANCE	16.00
	Total for Department 165		218.76*
	Total for Fund 01		7,187.08*
LIBRARY	SANDRA HERDER	CLEANING	362.90
LIBRARY	MELISSA PENAS	CLEANING	362.90
	Total for Department 171		725.80*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount

Total for Fund 03			725.80*
AIRPORT	RED ROCK RURAL WATER	WATER	24.00
AIRPORT	SO. CENTRAL ELECTRIC	POWER COST	569.49
Total for Department 174			593.49*
Total for Fund 11			593.49*
AMBULANCE	JIM AXFORD	EXPENSE	29.34
AMBULANCE	VAUGHN CORWIN	EXPENSE	18.21
AMBULANCE	BUCKWHEAT JOHNSON	EXPENSE	12.43
AMBULANCE	ROBIN SHAW	EXPENSE	37.61
AMBULANCE	SECR REV FUND/CITY O	POSTAGE	6.24
AMBULANCE	SECR REV FUND/CITY O	SUPPLIES	3.84
Total for Department 176			107.67*
Total for Fund 13			107.67*
MULTI-PURPOSE BUILDI	HAGEN DISTRIBUTING	MERCHANDISE	37.41
MULTI-PURPOSE BUILDI	Verizon Wireless	TELEPHONE	34.32
MULTI-PURPOSE BUILDI	MII LIFE	VEBA	356.38
MULTI-PURPOSE BUILDI	NCPERS MINNESOTA	INSURANCE	32.00
Total for Department 177			460.11*
Total for Fund 14			460.11*
N IND PARK	SO. CENTRAL ELECTRIC	POWER COST	50.40
Total for Department 147			50.40*
Total for Fund 18			50.40*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	4,040.85
LIQUOR	WIRTZ BEVERAGE MN WI	MERCHANDISE	127.92
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	5,155.90
LIQUOR	A H HERMEL CANDY & T	MERCHANDISE	640.91
LIQUOR	JOHNSON BROS.	MERCHANDISE	3,878.96
LIQUOR	MII LIFE	VEBA	475.36
LIQUOR	MN MUNICIPAL BEVERAG	REGISTRATION	349.00
LIQUOR	NCPERS MINNESOTA	INSURANCE	32.00
LIQUOR	MN ENERGY RESOURCES	HEATING	63.54
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	2,638.69
LIQUOR	SECR REV FUND/CITY O	POSTAGE	10.73
LIQUOR	SOUTHERN WINE & SPIR	MERCHANDISE	376.00
Total for Department 180			17,789.86*
Total for Fund 60			17,789.86*
WENCK ASSOCIATES, IN 2012 6TH ST/RIVER RD PRO			1,171.20
Total for Department			1,171.20*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
WATER	BOLTON & MENK, INC.	SERVICE	15,110.00
WATER	GOPHER STATE ONE CAL LOCATES		32.62
WATER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	185.42
WATER	Verizon Wireless	TELEPHONE	56.99
WATER	MII LIFE	VEBA	742.73
WATER	NCPERS MINNESOTA	INSURANCE	40.00
WATER	USA BLUE BOOK	TESTING EXPENSE	115.99
	Total for Department 181		16,283.75*
	Total for Fund 61		17,454.95*
	ELECTRIC FUND	REF-UT PREPAY-A. FRAISIE	182.47
	ELECTRIC FUND	REF-UT PREPAY-TADAO & UD	103.51
	SECR REV FUND/CITY O	REFUND- UTILITY PREPAYME	375.00
	DAN & JESSICA RIORDA	REFUND-UTILITY PREPAYMEN	300.00
	BEDUL UDUI & OMENGA	REF-UT PREPAY-UDUI & TAD	196.49
	AMANDA FRAISIER	REFUND-UTILITIY PREPAYMEN	117.53
	Total for Department		1,275.00*
ELECTRIC	GOPHER STATE ONE CAL LOCATES		32.62
ELECTRIC	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	185.42
ELECTRIC	Verizon Wireless	TELEPHONE	39.66
ELECTRIC	MII LIFE	VEBA	1,336.63
ELECTRIC	NCPERS MINNESOTA	INSURANCE	96.00
ELECTRIC	SECR REV FUND/CITY O	POSTAGE	26.25
ELECTRIC	SECR REV FUND/CITY O	SUPPLIES	3.00
ELECTRIC	BRAD BUSSA	CLEANING	184.60
ELECTRIC	JEFF LACANNE	ENERGY REBATE	60.00
ELECTRIC	KEN WINKER	ENERGY REBATE	10.00
	Total for Department 182		1,974.18*
	Total for Fund 62		3,249.18*
	BOLTON & MENK, INC.	SERVICE	7,844.56
	WENCK ASSOCIATES, IN	2012 6TH ST/RIVER RD PRO	780.80
	Total for Department		8,625.36*
SEWER	CENTER STOP	FUEL SALES	1.79
SEWER	FEDERAL EXPRESS CORP	TRANSPORTATION	182.29
SEWER	GOPHER STATE ONE CAL LOCATES		32.62
SEWER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	185.42
SEWER	Verizon Wireless	TELEPHONE	56.99
SEWER	MII LIFE	VEBA	861.41
SEWER	NCPERS MINNESOTA	INSURANCE	56.00
SEWER	USA BLUE BOOK	TESTING EXPENSE	115.99
	Total for Department 183		1,492.51*
	Total for Fund 63		10,117.87*
ARENA	COCA-COLA BOTTLING C	MERCHANDISE	297.77

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ARENA	Verizon Wireless	TELEPHONE	69.31
ARENA	MII LIFE	VEBA	475.36
ARENA	NCPERS MINNESOTA	INSURANCE	32.00
	Total for Department 184		874.44*
	Total for Fund 64		874.44*
ECONOMIC DEVELOPMENT	Verizon Wireless	TELEPHONE	90.45
ECONOMIC DEVELOPMENT	MII LIFE	VEBA	178.05
ECONOMIC DEVELOPMENT	NCPERS MINNESOTA	INSURANCE	8.00
ECONOMIC DEVELOPMENT	SECR REV FUND/CITY O	SUPPLIES	8.50
	Total for Department 187		285.00*
	Total for Fund 67		285.00*
	MN 9-1-1 PROGRAM	911 SERVICE	1,061.05
	MAXIMIM BARRERA	REFUND-STATEMENT CREDIT	.17
	Total for Department		1,061.22*
TELECOMMUNICATIONS	BOND TRUST SERVICE C	2009B TEMP OBLIGATION EQ	19,800.00
TELECOMMUNICATIONS	FOX TELEVISION STATI	SUBSCRIBER	3,067.78
TELECOMMUNICATIONS	GOPHER STATE ONE CAL	LOCATES	32.64
TELECOMMUNICATIONS	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	556.24
TELECOMMUNICATIONS	HUBBARD BROADCASTING	SUBSCRIBER COUNT	586.20
TELECOMMUNICATIONS	LIFETIME	SUBSCRIBER	1,775.28
TELECOMMUNICATIONS	LIFETIME MOVIE NETWO	SUBSCRIBER	30.00
TELECOMMUNICATIONS	Verizon Wireless	TELEPHONE	240.16
TELECOMMUNICATIONS	MII LIFE	VEBA	1,098.95
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	EQUIPMENT	35,698.83
TELECOMMUNICATIONS	NCPERS MINNESOTA	INSURANCE	80.00
TELECOMMUNICATIONS	NEW STAR SALES & SER	COPIER MAINTENANCE	35.00
TELECOMMUNICATIONS	NEUSTAR, INC.	MAINTENANCE	85.00
TELECOMMUNICATIONS	WOODSTOCK TELEPHONE	SERVICE	205.10
TELECOMMUNICATIONS	COGENT COMMUNICATION	SERVICE	5,405.17
TELECOMMUNICATIONS	MAXIMIM BARRERA	REFUND-STATEMENT CREDIT	2.49
TELECOMMUNICATIONS	HIPOLITO SOTOMAYO-GA	REFUND - STATEMENT CREDI	.71
	Total for Department 199		68,699.55*
	Total for Fund 69		69,760.77*
	NCPERS MINNESOTA	INSURANCE	32.00
	Total for Department		32.00*
	Total for Fund 70		32.00*
	Grand Total		128,688.62*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
	MCDONALD & SCHRAMEL	PER STATE LAW:30%SEIZED	2,160.00
	Total for Department		2,160.00*
CITY OFFICE	ELECTRIC FUND	UTILITY BILLING	473.07
CITY OFFICE	VOYAGER FLEET SERVIC	GAS	57.11
	Total for Department 103		530.18*
P & Z / BUILDING OFF	ELECTRIC FUND	UTILITY BILLING	52.62
P & Z / BUILDING OFF	FLEET ONE LLC	GAS	127.02
	Total for Department 106		179.64*
CITY HALL	ELECTRIC FUND	UTILITY BILLING	446.77
	Total for Department 115		446.77*
POLICE	DONNA MARCY	EXPENSE	25.00
POLICE	ELECTRIC FUND	UTILITY BILLING	68.87
POLICE	VOYAGER FLEET SERVIC	GAS	575.79
	Total for Department 120		669.66*
FIRE DEPARTMENT	ELECTRIC FUND	UTILITY BILLING	27.06
FIRE DEPARTMENT	JON JURGENS	EXPENSE	77.70
FIRE DEPARTMENT	CENTURY LINK	TELEPHONE	58.87
FIRE DEPARTMENT	FLEET ONE LLC	GAS	341.56
FIRE DEPARTMENT	SOUTH CENTRAL COLLEGE	TRAINING	120.00
FIRE DEPARTMENT	VOYAGER FLEET SERVIC	GAS	38.08
	Total for Department 125		663.27*
STREET	COTTONWOOD CTY RECOR	SERVICE	46.00
STREET	ELECTRIC FUND	UTILITY BILLING	3,201.44
STREET	ERICKSON OIL CO	GAS	946.38
STREET	CENTURY LINK	TELEPHONE	58.87
STREET	VOYAGER FLEET SERVIC	GAS	274.24
	Total for Department 140		4,526.93*
RECREATION	COCA-COLA BOTTLING C	MERCHANDISE	200.58
RECREATION	WINDOM AREA SCHOOLS	BROCHURE	295.75
	Total for Department 150		496.33*
PARKS	ELECTRIC FUND	UTILITY BILLING	234.01
PARKS	ERICKSON OIL CO	GAS	84.30
	Total for Department 165		318.31*
	Total for Fund 01		9,991.09*
LIBRARY	ELECTRIC FUND	UTILITY BILLING	205.61
LIBRARY	JOAN HUNTER	SUPPLIES	37.72
	Total for Department 171		243.33*
	Total for Fund 03		243.33*
POOL	WINDOM AREA SCHOOLS	BROCHURE	350.00

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Department 175			350.00*
Total for Fund 12			350.00*
AMBULANCE	ELECTRIC FUND	UTILITY BILLING	24.92
AMBULANCE	CENTURY LINK	TELEPHONE	58.87
AMBULANCE	FLEET ONE LLC	GAS	1,589.02
AMBULANCE	RIVERFEST COMMITTEE	SUPPLIES	80.00
AMBULANCE	RIVERFEST PARADE	PARADE ENTRY FEE	10.00
Total for Department 176			1,762.81*
Total for Fund 13			1,762.81*
MULTI-PURPOSE BUILDI	ELECTRIC FUND	UTILITY BILLING	1,383.51
Total for Department 177			1,383.51*
Total for Fund 14			1,383.51*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	6,525.30
LIQUOR	ELECTRIC FUND	UTILITY BILLING	850.56
LIQUOR	WIRTZ BEVERAGE MN WI	MERCHANDISE	3,015.05
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	3,661.75
LIQUOR	JOHNSON BROS.	MERCHANDISE	6,022.32
LIQUOR	SOUTHERN WINE & SPIR	MERCHANDISE	1,397.92
Total for Department 180			21,472.90*
Total for Fund 60			21,472.90*
WATER	ELECTRIC FUND	UTILITY BILLING	3,266.04
WATER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	131.25
WATER	CENTURY LINK	TELEPHONE	58.87
WATER	VOYAGER FLEET SERVIC	GAS	385.36
Total for Department 181			3,841.52*
Total for Fund 61			3,841.52*
	ELECTRIC FUND	REF-UT PREPAY-G HOCKENBE	300.00
	ELECTRIC FUND	REF-UT PREPAY-G MARTINEZ	138.89
	RICHARD BARNETT	REFUND -UTILITY PREPAYME	175.00
	GERARDO MARTINEZ	REF-UT PREPAY-G MARTINEZ	161.11
Total for Department			775.00*
ELECTRIC	ELECTRIC FUND	UTILITY BILLING	273.97
ELECTRIC	ERICKSON OIL CO	GAS	89.36
ELECTRIC	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	131.25
ELECTRIC	CENTURY LINK	TELEPHONE	55.40
ELECTRIC	VOYAGER FLEET SERVIC	GAS	52.40
Total for Department 182			602.38*
Total for Fund 62			1,377.38*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
SEWER	ELECTRIC FUND	UTILITY BILLING	14,849.98
SEWER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	131.25
SEWER	CENTURY LINK	TELEPHONE	260.60
SEWER	VOYAGER FLEET SERVIC	GAS	103.22
	Total for Department 183		15,345.05*
	Total for Fund 63		15,345.05*
ARENA	ELECTRIC FUND	UTILITY BILLING	3,252.69
ARENA	KDOM RADIO	ADVERTISING	78.00
ARENA	FLEET ONE LLC	GAS	68.52
	Total for Department 184		3,399.21*
	Total for Fund 64		3,399.21*
ECONOMIC DEVELOPMENT	ELECTRIC FUND	UTILITY BILLING	71.86
ECONOMIC DEVELOPMENT	EDAM	DUES	250.00
	Total for Department 187		321.86*
	Total for Fund 67		321.86*
TELECOMMUNICATIONS	B B C AMERICA	SUBSCRIBER	28.04
TELECOMMUNICATIONS	BIG TEN NETWORK	SUBSCRIBER	2,326.35
TELECOMMUNICATIONS	COMCAST MEDIA CENTER	SUBSCRIBER	27.20
TELECOMMUNICATIONS	DISCOVERY DIGITAL NE	SUBSCRIBER	63.79
TELECOMMUNICATIONS	ELECTRIC FUND	UTILITY BILLING	2,160.82
TELECOMMUNICATIONS	FOX SPORTS	SUBSCRIBER	9,980.16
TELECOMMUNICATIONS	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	393.75
TELECOMMUNICATIONS	HUB TELEVISION NETWO	SUBSCRIBER	17.02
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	SUBSCRIBER	37,024.40
TELECOMMUNICATIONS	OWN	SUBSCRIBER	35.70
TELECOMMUNICATIONS	SHOWTIME NETWORKS IN	SUBSCRIBER	374.79
TELECOMMUNICATIONS	TOWER DISTRIBUTION C	SUBSCRIBER	334.01
TELECOMMUNICATIONS	VOYAGER FLEET SERVIC	GAS	362.69
	Total for Department 199		53,128.72*
	Total for Fund 69		53,128.72*
	COLONIAL LIFE INSURA	INSURANCE	8.82
	Total for Department		8.82*
	Total for Fund 70		8.82*
	Grand Total		112,626.20*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	MCDONALD & SCHRAMMEL	LEGAL FEES	372.00
	Total for Department 101		372.00*
CITY OFFICE	A & B BUSINESS EQUIP	SUPPLIES	94.90
CITY OFFICE	CITIZEN PUBLISHING C	ADVERTISING	298.60
CITY OFFICE	INDOFF, INC	SUPPLIES	193.52
CITY OFFICE	DAVIS TYPEWRITER	SUPPLIES	84.19
CITY OFFICE	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
CITY OFFICE	WINDOM QUICK PRINT	SUPPLIES	8.79
CITY OFFICE	CARQUEST AUTO PARTS	MAINTENANCE	11.53
	Total for Department 103		698.03*
P & Z / BUILDING OFF	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
P & Z / BUILDING OFF	CENTURY BUSINESS PRO	SUPPLIES	26.00
	Total for Department 106		32.50*
CITY HALL	AMERIGAS - WORTHINGT	WATER TREATMENT	23.46
CITY HALL	CULLIGAN	SERVICE	14.00
CITY HALL	HOMETOWN SANITATION	HAUL GARBAGE	85.04
CITY HALL	SCHWALBACH HARDWARE	MAINTENANCE	374.85
	Total for Department 115		497.35*
POLICE	CITIZEN PUBLISHING C	ADVERTISING	102.00
POLICE	COTTONWOOD CO TREASU	DISPATCHING	275.00
POLICE	COTTONWOOD CO TREASU	RENT	1,500.00
POLICE	INDOFF, INC	SUPPLIES	72.14
POLICE	KEEPERS, INC.	MAINTENANCE	965.99
POLICE	MCDONALD & SCHRAMMEL	LEGAL FEES	4,164.00
POLICE	MCDONALD & SCHRAMMEL	LEGAL SUPPLIES	82.67
POLICE	MANKATO MOBIL - ALPH	MAINTENANCE	73.74
POLICE	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	22.50
POLICE	STREICHER'S	EQUIPMENT	1,237.40
POLICE	UNIFORM UNLIMITED	CLOTHING	88.15
POLICE	WINDOM QUICK PRINT	SUPPLIES	8.79
	Total for Department 120		8,592.38*
FIRE DEPARTMENT	COTTONWOOD CO TREASU	DISPATCHING	212.50
FIRE DEPARTMENT	WINDOM AUTO VALU	MAINTENANCE	24.91
FIRE DEPARTMENT	JOHNSON HARDWARE	MAINTENANCE	67.97
FIRE DEPARTMENT	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
FIRE DEPARTMENT	MUNICIPAL EMERGENCY	SERVICE	1,059.42
FIRE DEPARTMENT	RIVERSIDE LAUNDRY	SERVICE	44.89
FIRE DEPARTMENT	SCHWALBACH HARDWARE	MAINTENANCE	70.67
FIRE DEPARTMENT	WINDOM FARM SERVICE	MAINTENANCE	13.66
FIRE DEPARTMENT	WINDOM QUICK PRINT	SUPPLIES	8.79
FIRE DEPARTMENT	CARQUEST AUTO PARTS	MAINTENANCE	52.53
	Total for Department 125		1,561.84*
EMERGENCY MANAGEMENT	COTTONWOOD CO TREASU	DISPATCHING	12.50
EMERGENCY MANAGEMENT	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	200.00
	Total for Department 130		212.50*

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ANIMALS	COTTONWOOD VET CLINI	VETERINARY SERVICE	215.15
	Total for Department 135		215.15*
STREET	COTTONWOOD COUNTY LA	GARBAGE	18.00
STREET	COTTONWOOD CO TREASU	DISPATCHING	125.00
STREET	INDOFF, INC	SUPPLIES	170.50
STREET	DIAMOND VOGEL PAINT	MAINTENANCE	2,600.41
STREET	HOMETOWN SANITATION	HAUL GARBAGE	130.85
STREET	WINDOM AUTO VALU	MAINTENANCE	274.13
STREET	JIFFY-JR. PRODUCTS	SUPPLIES	68.35
STREET	JOHNSON HARDWARE	MAINTENANCE	13.78
STREET	LAMPERTS YARDS, INC.	MAINTENANCE	27.67
STREET	MACQUEEN EQUIP. CO.	MAINTENANCE	4,748.63
STREET	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
STREET	SCHWALBACH HARDWARE	MAINTENANCE	33.90
STREET	WENCK ASSOCIATES, IN	SEAL COAT	1,186.40
STREET	COUNTRY PRIDE SERVIC	MAINTENANCE	1,884.54
STREET	WINDOM QUICK PRINT	SUPPLIES	8.79
STREET	CARQUEST AUTO PARTS	MAINTENANCE	96.47
	Total for Department 140		11,393.92*
RECREATION	CITIZEN PUBLISHING C	ADVERTISING	381.39
RECREATION	SCHWALBACH HARDWARE	MAINTENANCE	4.25
	Total for Department 150		385.64*
PARKS	CITIZEN PUBLISHING C	ADVERTISING	209.09
PARKS	COLE PAPER INC.	SUPPLIES	53.17
PARKS	COTTONWOOD CO TREASU	DISPATCHING	37.50
PARKS	DICKS WELDING INC	MAINTENANCE	40.42
PARKS	HOMETOWN SANITATION	HAUL GARBAGE	74.00
PARKS	WINDOM AUTO VALU	MAINTENANCE	395.77
PARKS	LAMPERTS YARDS, INC.	MAINTENANCE	332.81
PARKS	RON'S ELECTRIC INC	MAINTENANCE	445.28
PARKS	SCHWALBACH HARDWARE	MAINTENANCE	374.34
PARKS	COUNTRY PRIDE SERVIC	MAINTENANCE	1,362.76
PARKS	WINDOM QUICK PRINT	SUPPLIES	8.79
PARKS	CARQUEST AUTO PARTS	MAINTENANCE	57.14
PARKS	LANDSCAPE STRUCTURES	MAINTENANCE	433.91
	Total for Department 165		3,824.98*
	Total for Fund 01		27,786.29*
LIBRARY	AUDIO GO	BOOKS	112.26
LIBRARY	CENTER POINT LARGE P	BOOKS	43.74
LIBRARY	GALE	BOOKS	357.89
LIBRARY	INGRAM	BOOKS	1,082.21
LIBRARY	J & K WINDOWS	CLEANING	20.00
LIBRARY	MICROMARKETING	BOOKS & AUDIO	469.64
LIBRARY	POPULAR MECHANICS	SUBSCRIPTION	28.00
LIBRARY	READERS SERVICE	SUBSCRIPTION	41.22

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
LIBRARY	SEBCO BOOKS	BOOKS	333.76
LIBRARY	THE NEW YORKER	SUBSCRIPTION	79.99
LIBRARY	WINDOM COMMUNITY EDU AD		54.25
LIBRARY	WINDOM QUICK PRINT	SUPPLIES	8.79
LIBRARY	DISCOVER	SUBSCRIPTION	24.95
LIBRARY	REDBARN PUBLISHING	SUBSCRIPTION	32.00
LIBRARY	DISNEY MOVIE CLUB	MOVIES	25.90
	Total for Department 171		2,714.60*
	Total for Fund 03		2,714.60*
	MOTOROLA	RADIOS	17,579.71
	MUNICIPAL EMERGENCY	SERVICE	16,605.50
	SCHWALBACH HARDWARE	MAINTENANCE	33.63
	Total for Department		34,218.84*
	Total for Fund 04		34,218.84*
AIRPORT	CARQUEST AUTO PARTS	MAINTENANCE	3.47
	Total for Department 174		3.47*
	Total for Fund 11		3.47*
POOL	CITIZEN PUBLISHING C	ADVERTISING	381.39
	Total for Department 175		381.39*
	Total for Fund 12		381.39*
AMBULANCE	ARROW MANUFACTURING	MAINTENANCE	195.90
AMBULANCE	BOUND TREE MEDICAL,	EQUIPMENT	1,038.27
AMBULANCE	COTTONWOOD CO TREASU	DISPATCHING	200.00
AMBULANCE	EXPERT T BILLING	BILLING SERVICE	940.50
AMBULANCE	LEWIS FAMILY DRUG #5	SUPPLIES	345.25
AMBULANCE	WINDOM AUTO VALU	MAINTENANCE	-574.15
AMBULANCE	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
AMBULANCE	PRAXAIR DISTRIBUTION	SERVICE	382.62
AMBULANCE	WINDOM AREA HOSPITAL	SERVICE	1,970.88
AMBULANCE	COUNTRY PRIDE SERVIC	MAINTENANCE	1,127.34
AMBULANCE	WINDOM FARM SERVICE	MAINTENANCE	20.21
AMBULANCE	WINDOM QUICK PRINT	SUPPLIES	8.79
AMBULANCE	CARQUEST AUTO PARTS	MAINTENANCE	15.37
AMBULANCE	ZOLL MEDICAL CORPORA	SUPPLIES	1,314.90
	Total for Department 176		6,992.38*
	Total for Fund 13		6,992.38*
	MOTOROLA	RADIOS	2,179.74
	Total for Department		2,179.74*
MULTI-PURPOSE BUILDI	CITIZEN PUBLISHING C	ADVERTISING	373.96

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MULTI-PURPOSE BUILDI	COLE PAPER INC.	SUPPLIES	330.20
MULTI-PURPOSE BUILDI	HOMETOWN SANITATION	HAUL GARBAGE	85.45
MULTI-PURPOSE BUILDI	KDOM RADIO	ADVERTISING	164.50
MULTI-PURPOSE BUILDI	LAMPERTS YARDS, INC.	MAINTENANCE	31.85
MULTI-PURPOSE BUILDI	LIVEWIRE PRINTING	AD	73.20
MULTI-PURPOSE BUILDI	RIVER BEND LIQUOR	MERCHANDISE	1,605.58
MULTI-PURPOSE BUILDI	SCHWALBACH HARDWARE	MAINTENANCE	324.27
MULTI-PURPOSE BUILDI	STONER INDUSTRIAL, I	SERVICE	84.22
	Total for Department 177		3,073.23*
	Total for Fund 14		5,252.97*
	SCHWALBACH HARDWARE	MAINTENANCE	7,325.88
	Total for Department		7,325.88*
LIQUOR	ENVIROMASTER, INC.	SERVICE	39.54
LIQUOR	CITIZEN PUBLISHING C	ADVERTISING	79.60
LIQUOR	INDOFF, INC	SUPPLIES	66.87
LIQUOR	GOPHER ALARMS	SERVICE	51.30
LIQUOR	HOMETOWN SANITATION	HAUL GARBAGE	48.06
LIQUOR	S&K LINES	FREIGHT	545.60
LIQUOR	SCHWALBACH HARDWARE	MAINTENANCE	25.85
LIQUOR	WINDOM QUICK PRINT	SUPPLIES	8.79
LIQUOR	CAMPUS CLEANERS	SERVICE	40.10
	Total for Department 180		905.71*
	Total for Fund 60		8,231.59*
WATER	CITIZEN PUBLISHING C	ADVERTISING	160.20
WATER	COTTONWOOD CO TREASU	DISPATCHING	100.00
WATER	HAWKINS, INC	CHEMICALS	1,735.93
WATER	HACH COMPANY	SUPPLIES	300.99
WATER	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
WATER	MN VALLEY TESTING	TESTING	56.25
WATER	SCHWALBACH HARDWARE	MAINTENANCE	677.69
WATER	WINDOM QUICK PRINT	SUPPLIES	8.79
	Total for Department 181		3,046.35*
	Total for Fund 61		3,046.35*
	MOTOROLA	RADIOS	19,390.03
	RESCO	INVENTORY	5,933.65
	WERNER ELECTRIC	MAINTENANCE	4,991.79
	Total for Department		30,315.47*
ELECTRIC	CENTRAL MINNESOTA MU	POWER COST	207,582.07
ELECTRIC	CITIZEN PUBLISHING C	ADVERTISING	1,071.00
ELECTRIC	COTTONWOOD COUNTY LA	GARBAGE	4.00
ELECTRIC	COTTONWOOD CO TREASU	DISPATCHING	187.50
ELECTRIC	ENERGY CONSERVATION	MAINTENANCE	995.00

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ELECTRIC	GDF ENTERPRISES, INC	MAINTENANCE	187.07
ELECTRIC	HOMETOWN SANITATION	HAUL GARBAGE	84.75
ELECTRIC	KDOM RADIO	ADVERTISING	497.00
ELECTRIC	LOCATORS & SUPPLIES,	MAINTENANCE	173.64
ELECTRIC	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
ELECTRIC	MMUA	CONNECTOR LAYOUT	250.00
ELECTRIC	SCHWALBACH HARDWARE	MAINTENANCE	94.28
ELECTRIC	SKARSHAUG TESTING LA	SUPPLIES	60.11
ELECTRIC	STONER INDUSTRIAL, I	SERVICE	68.20
ELECTRIC	WERNER ELECTRIC	MAINTENANCE	85.24
ELECTRIC	DEPARTMENT OF ENERGY	POWER COST	82,349.23
ELECTRIC	WINDOM AREA DEVELOPM	INDUSTRIAL DEVELOPMENT	1,200.00
ELECTRIC	COUNTRY PRIDE SERVIC	MAINTENANCE	88.39
ELECTRIC	WINDOM QUICK PRINT	SUPPLIES	8.79
ELECTRIC	CARQUEST AUTO PARTS	MAINTENANCE	7.46
ELECTRIC	STUART C IRBY CO INC	MAINTENANCE	26.72
ELECTRIC	BROOKS UTILITY PRODU	MAINTENANCE	172.81
	Total for Department 182		295,199.76*
	Total for Fund 62		325,515.23*
	RON'S ELECTRIC INC	MAINTENANCE	2,634.48
	Total for Department		2,634.48*
SEWER	COTTONWOOD CO TREASU	DISPATCHING	100.00
SEWER	HAWKINS, INC	CHEMICALS	1,004.63
SEWER	HACH COMPANY	SUPPLIES	340.00
SEWER	HOLT'S CLEANING SERV	CLEANING	145.00
SEWER	HOMETOWN SANITATION	HAUL GARBAGE	85.04
SEWER	WINDOM AUTO VALU	MAINTENANCE	18.82
SEWER	JIFFY-JR. PRODUCTS	SUPPLIES	81.89
SEWER	LUCAN COMMUNITY TV I	MAINTENANCE	160.31
SEWER	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
SEWER	MN VALLEY TESTING	TESTING	2,468.00
SEWER	SCHWALBACH HARDWARE	MAINTENANCE	34.19
SEWER	WINDOM QUICK PRINT	SUPPLIES	8.79
SEWER	GREENHECK FAN CORP	MAINTENANCE	72.80
SEWER	SCHIEFFERT FINISHING	HAUL SLUDGE	10,454.81
	Total for Department 183		14,980.78*
	Total for Fund 63		17,615.26*
	MOTOROLA	RADIOS	2,179.74
	Total for Department		2,179.74*
ARENA	CONSOLIDATED READY M	MAINTENANCE	444.60
ARENA	HOMETOWN SANITATION	HAUL GARBAGE	130.88
ARENA	WINDOM AUTO VALU	MAINTENANCE	11.85
ARENA	KDOM RADIO	ADVERTISING	78.00
ARENA	LAMPERTS YARDS, INC.	MAINTENANCE	69.77

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ARENA	MESSER MACHINE & MFG	MAINTENANCE	13.91
ARENA	RON'S ELECTRIC INC	MAINTENANCE	44.00
ARENA	SCHWALBACH HARDWARE	MAINTENANCE	853.24
ARENA	STONER INDUSTRIAL, I	SERVICE	19.10
ARENA	WINDOM QUICK PRINT	SUPPLIES	8.79
ARENA	CARQUEST AUTO PARTS	MAINTENANCE	10.85
	Total for Department 184		1,684.99*
	Total for Fund 64		3,864.73*
ECONOMIC DEVELOPMENT	CITIZEN PUBLISHING C	ADVERTISING	90.00
ECONOMIC DEVELOPMENT	CITIZEN PUBLISHING C	COMPUTER SUPPORT	45.00
ECONOMIC DEVELOPMENT	MCDONALD & SCHRAMEL	LEGAL FEES	96.00
ECONOMIC DEVELOPMENT	RON'S ELECTRIC INC	MAINTENANCE	99.60
ECONOMIC DEVELOPMENT	WINDOM FIRE SAFETY	MAINTENANCE	33.00
ECONOMIC DEVELOPMENT	WINDOM QUICK PRINT	SUPPLIES	8.79
ECONOMIC DEVELOPMENT	CENTURY BUSINESS PRO	SUPPLIES	39.51
	Total for Department 187		411.90*
	Total for Fund 67		411.90*
TELECOMMUNICATIONS	ADVERTISING PRODUCTS	SUPPLIES	257.64
TELECOMMUNICATIONS	AZAR COMPUTER SOFTWA	SUPPORT	1,950.00
TELECOMMUNICATIONS	DISPLAY SYSTEMS INTE	MAINTENANCE	243.83
TELECOMMUNICATIONS	GRAYBAR ELECTRIC CO	EQUIPMENT	260.93
TELECOMMUNICATIONS	H & H ELECTRIC	MAINTENANCE	1,766.37
TELECOMMUNICATIONS	HOMETOWN SANITATION	HAUL GARBAGE	73.92
TELECOMMUNICATIONS	KDOM RADIO	ADVERTISING	225.00
TELECOMMUNICATIONS	ONVOY, INC	SS7 SERVICE	1,013.63
TELECOMMUNICATIONS	ONVOY, INC	WHOLE 800 SWITCH	1,684.44
TELECOMMUNICATIONS	JEREMY ROLFES	SERVICE INTERNET	50.94
TELECOMMUNICATIONS	SCHWALBACH HARDWARE	MAINTENANCE	114.80
TELECOMMUNICATIONS	SDN COMMUNICATIONS	SERVICE	2,839.78
TELECOMMUNICATIONS	SOUTHWEST/WEST CENTR	SERVICE	833.33
TELECOMMUNICATIONS	STONER INDUSTRIAL, I	SERVICE	38.26
TELECOMMUNICATIONS	TECHNOLOGY PLANNERS,	SERVICE	839.14
TELECOMMUNICATIONS	WINDOM QUICK PRINT	SUPPLIES	7.52
TELECOMMUNICATIONS	ZAYO BANDWIDTH	BANDWIDTH BILLING	5,591.72
TELECOMMUNICATIONS	MANKATO NETWORKS LLC	SERVICE	1,275.00
TELECOMMUNICATIONS	HURRICANE ELECTRIC L	INTERNET SERVICE	1,000.00
TELECOMMUNICATIONS	POWER & TEL	MAINTENANCE	451.89
	Total for Department 199		20,518.14*
	Total for Fund 69		20,518.14*
	Grand Total		456,553.14*

5 Year Capital Planning
City Council Workshops
May 22 & May 29, 2012

May 22, 2012 -- 6 pm

Scott Police Dept.
BRAD WCC
Mike Hungen
DAN OLSEN Telecom
Aaron Backman
Bo

May 29, 2012 -- 6 pm

Mark Gruning
Gene Lanning
Jim Carlson Sts/Parks
Joan Hunter
Al Balsam Arena/Pool/Rec
Bo