

Council Meeting
Tuesday, June 19, 2012
Arena & City Council Chambers
6:30 p.m.
AGENDA



6:30 - Facility Tour of Windom Arena – 1480 8th Avenue

7:30 - Call to Order
Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes–May 29 & June 5 & 12, 2012
2. Consent Agenda
 - Minutes
 - HRA – May 9, 2012
 - EDA Commission – May 21 & June 11, 2012
 - Airport Commission – June 4, 2012
 - Park & Recreation Commission – June 11, 2012
 - Library Board – June 12, 2012
 - License Applications
 - Amplification Permit – Elston/Dynes Wedding
 - Business Solicitation – Tara Christensen – Edward Jones
3. Department Heads
4. Proclamation for Years of Service – Brigitte Olson
5. 2011 City Audit Report – Dennis Rick LTD
6. Personnel Committee Recommendations
 - Telecom – Shared Manager Agreement
 - Community Center – Position
 - Private Data – City Attorney Review
7. New Business
8. Old Business
9. Regular Bills
10. Contractor Payment – Wastewater Treatment Improvements - Robert L Carr Company – \$237,119.05
11. Council Concerns
12. Adjourn



Preliminary

Special City Council – Capital Improvement Meeting
Windom City Hall, Council Chamber
May 29, 2012
6:00 p.m.

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

Roll Call: Mayor: Kirby Kruse
Council Members: Brad Powers, Dominic Jones and Kelsey Fossing
Council Members Absent: JoAnn Ray and Corey Maricle
City Staff Present: Brigitte Olson, Asst. City Administrator; Marv Grunig, Electric Utility Manager; Gene Lenning, Liquor Store Manager; Bruce Caldwell, Street & Park Superintendent; Aaron Backman; EDA Executive Director; and Dan Ortman, Fire Chief

CAPITAL IMPROVEMENT WORKSHOP (CIP)

Kruse said that the purpose of this meeting was to review capital improvement items for departments for a five year period of time.

Grunig reviewed with the City Council his capital outlay. Items listed for 2013 - 2016 were the distribution system for \$250,000 for each of the four (4) years, skid loader for \$30,000 for 2013, miscellaneous equipment in the amount of \$20,000 for 2013 – 2016, 69kV improvements for 2013 and a digger derrick truck for 2015 in the amount of \$250,000.

Lenning reviewed the Liquor Store capital items with the Utility Commission. Items on the Liquor Store list are a beer cooler for 2014 in the amount of \$30,000, HVAC Heating system for 2015 in the amount of \$20,000, Seal coat parking lot behind the liquor store in 2016 in the amount of \$25,000 and computer replacement for 2013 in the amount of \$2,500.

Jones asked if there was money the Liquor Fund, to cover the cost of sealing the parking lot (complete refurbish the back parking lot), and the beer cooler. Olson said that there was. Jones thought these projects could be moved up and completed before 2014 and 2015.

Caldwell, reviewed the Street Department and Park Department CIP with the City Council. Park items are as follows:

- 2013 Improve or new Island Park Restroom \$75,000
- 2013 Toro Infield Groomer \$28,000

Preliminary

- 2014 Island Park Campground (Camping Stalls) \$15,000
- 2014 Toro Ground master mower (4000D) \$60,000
- 2016 Tegel's Park Road & Parking Lot \$150,000
- 2016 Toro Ground master Mower (32D) \$25,000
- 2017 Windom Area Recreation Lighting \$120,000

Caldwell outlined street reconstruction / rehabilitation projects for 2013 in the amount of \$2,400,000, 2015 in the amount of \$2,000,000, 2017 in the amount of \$1,800,000 for 2019, Caldwell also provided other CIP items for the Street Department as follows:

- 2013 Grader replacement \$190,000
- 2013 Mechanic Pick-up \$28,000
- 2013 Pick Up replacement ¾ Ton Truck \$29,000
- 2013 Shop tools \$5,600
- 2015 Pick-up replacement ¾ Ton With Snow Plow \$36,000

Backman outlined the current North Industrial site grant from Transportation Economic Development (TED) for \$544,960 and the Greater Business Development Public Infrastructure (BDPI) grant for \$549,540, and the possible match's for each of those grants, and the project associated with each of those grants. Backman also outlined the signage grant that the EDA received from the Remick Foundation, and the spec building expansion. These projects are either underway or for 2013.

Ortman outlined the CIP requests for the Fire Department. The items listed for 2013 are as follows:

- 2013 Fire Hall addition \$1,800,000
- 2013 Rescue truck (unit 20) \$265,000
- 2013 Engine Pumper truck (unit 21) \$285,000
- 2013 Quick Attach Truck \$75,000
- 2015 First Response Truck \$125,000

Ortman said that his priority for vehicles would be the Pumper truck, as this is the only rural water truck that goes out in the country, and if this truck were to fail, lives would be at risk.

Olson reviewed the City Hall Building with the City Council. These items are as follows:

- 2013 Carpet Replacement \$10,000
- 2014 Window Replacement \$20,000
- 2015 Office Cube Replacement \$15,000
- 2014 ADA Door Interior \$3,000
- 2014 Council Chamber
(Presentation Equipment) \$3,500

Preliminary

- 2015 New Heating System \$35,000
- 2016 Television & Sound system Council Chambers \$20,000

NEW BUSINESS

Fossing said that the tire swing at Kastle Kingdom has sharp treds sticking out of it and they could be harmful for an adult or child.

OLD BUSINESS:

The next CIP meeting date was set for June 12th at 6:00 p.m.

Mayor Kruse adjourned the meeting by unanimous consent at 8:25 p.m.

Kirby Kruse, Mayor

Attest: _____
Brigitte Olson, Assistant City Administrator

**Regular Council Meeting
Windom City Hall, Council Chamber
June 5, 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,
Bradley Powers and JoAnn Ray

Council Members Absent: None

City Staff Present: Steve Nasby, City Administrator; Bruce Caldwell,
Streets & Parks Superintendent; Mike Haugen,
Waster\Wastewater Superintendent; Aaron Backman,
EDA Executive Director; Dan Ortman, Fire Chief and
Terry Glidden, Telecom

3. Pledge of Allegiance

4. Approval of Minutes:

Motion by Powers second by Fossing, to approve the City Council minutes from May 14, 2012 and May 15, 2012. Motion carried 5 – 0.

5. Consent Agenda:

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

- Park & Recreation Commission – May 14, 2012
- Street Committee – May 15, 2012
- Telecom Commission – May 15, 2012 and May 22, 2012
- Utility Commission – May 23, 2012
- Community Center Commission – May 29, 2012
-

Kruse said there was an application for an Amplification Permits from the First United Methodist Church for an event on August 10, 2012 and an Exempt Permit for gaming from the Windom Youth Hockey Association for a raffle on August 25, 2012.

Correspondence was also received from Don Kalash regarding property valuations and the Minnesota Department of Employment and Economic Development regarding the award of grant funds to Windom.

**Motion by Maricle second by Powers, to approve the Consent Calendar as presented.
Motion carried 5 – 0.**

6. Public Hearing – Establishment of Tax Increment Financing (TIF) District No. 1-16:

Kruse opened the public hearing at 7:33 p.m.

Aaron Backman, EDA Executive Director provided an overview of the proposed Redevelopment TIF district, the supporting documents, resolutions and the parcels included and the proposed 1-16 TIF district. Backman said the overall TIF district #1 includes the whole City and this needed to be updated to include recently annexed areas. TIF district 1-16 is a sub-set of five parcels within the City along Highway 60 which includes the former Bolin lumber site, Auto Salvage yard and former Koep Implement.

Notifications were sent to the County, School district and others as required. The Planning and Zoning Commission has approved this proposal as being consistent with the Comprehensive Plan. Backman noted the substandard properties report completed by the Building Official.

The EDA Board has reviewed this and recommended approval.

Powers asked if there was any opposition. Backman said none had been received.

Kruse asked if there were comments from the public. No one was present or appeared on this subject.

Council member Jones introduced the Resolution No. 2012-31, entitled “RESOLUTION FINDING PARCEL TO BE OCCUPIED BY STRUCTURALLY SUBSTANDARD BUILDINGS” and moved its adoption. The resolution was seconded by Powers and on roll call vote: Aye: Fossing, Jones, Maricle, Powers and Ray. Nay: None. Absent: None. Resolution passed 5 – 0.

Council member Maricle introduced the Resolution No. 2012-32, entitled “RESOLUTION ADOPTING A MODIFIED DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1 AND ESTABLISHING A TAX INCREMENT FINANCING DISTRICT NO. 1-16 THEREIN, AND ADOPTING A TAX INCREMENT FINANCING PLAN THEREFOR” and moved its adoption. The resolution was seconded by Ray and on roll call vote: Aye: Jones, Maricle, Powers, Ray and Fossing. Nay: None. Absent: None. Resolution passed 5 – 0.

7. Department Heads:

Backman said that the EDA project for the North Windom Industrial Park infrastructure is moving ahead quickly with the receipt of the grant funds from the State. He is asking for Council action on two items.

Preliminary

First, the authorization to proceed with the project while we await the formal grant documents from the State. Backman noted the Council will still have the option of approval or denial when the formal paperwork arrives.

Second, due to the short window for construction in 2012 we need to move ahead with the formation of plans and specifications for the project. As such, the EDA Board met on May 21, 2012 to review engineering proposals from S.E.H. Inc. and Wenck & Associates as these two firms have done work on the industrial park plans. The EDA Board is recommending Wenck & Associates. A contract for engineering services was handed out to the Council just prior to the meeting, which has been reviewed by the City Attorney's office.

Jones asked if it were a lump sum contract or to be done on an hourly basis. Backman said it was a lump sum agreement for \$152,180.

Motion by Fossing seconded by Maricle to authorize staff to proceed with activities related to the TED and BDPI grants from the State of Minnesota pending formal agreement approval. Motion carried 5 – 0.

Powers asked about the timeline for the project. Backman said the goal is to have the project underway as soon as possible for completion in 2012. A schedule of the project was discussed at the May 29 Capital Improvement Plan workshop.

Motion by Maricle seconded by Jones to approve the engineering services agreement between the Windom EDA, City of Windom and Wenck & Associates as presented. Motion carried 5 – 0.

Dan Ortman, Fire Chief, provided an update on the narrow-band radio project. He said all radios for the emergency services have been purchased and installed in Windom's units. They have "end user" training on June 6 and will be going live at that time for EMS only.

The Fire Department has also applied for a grant from the MN DNR. The monies requested were for new "turn out gear" and the \$10,000 grant requires a 50% match. Due to the June 1 deadline he did not have the opportunity to bring this to the Council, but discussed it with the City Administrator and Mayor. The \$5,000 needed for the match would come from 2012 funds and the balance from the \$3,000 Krueger Family donation that is on the agenda later this evening. Nasby noted that some funds were budgeted for 2-3 sets of turn-out gear for 2012.

Jones asked if Council ratification of the grant application was needed. Nasby and Ortman said that would be beneficial to document Council support. Should the Council not want to accept the DNR grant, if awarded, that option remains available to the Council in the future.

Motion by Jones seconded by Fossing to ratify the Windom Fire Department's application to the MN DNR assistance to rural firefighters for \$10,000 to be used for turn-out gear. Motion carried 5 – 0.

8. Coalition of Greater Minnesota Cities - Presentation:

Joe Sullivan from the Coalition of Greater Minnesota Cities (CGMC) introduced himself. The City of Windom is one of 77 members of the CGMC and they work on our behalf to lobby and educate legislators on issues important to cities. The five main areas are transportation, economic development, local government aid, environmental issues and land use.

Sullivan reviewed the 2012 legislative session and noted the CGMC's efforts and accomplishments with local government aid and with some economic development programs. He noted that Windom was the recipient of the State's BDPI program grant for the industrial park and this is the type of funding they fight hard to promote at the legislature. They also worked on changes to the Angel Investment tax credit program to get more of the funds into rural Minnesota and an internship tax credit program.

The 2013 legislative session will be important to cities as it is a budget year and many legislators will be new, due to retirements or defeat. Also, local government aid discussions on a new or revised formula will certainly be on the agenda. The projected State budget deficit is \$1.1 billion before inflation and repayment of the school shift and if these things are factored in the deficit is \$4.1 billion.

The CGMC also worked to prohibit the proposed constitutional amendments related to super majorities for tax increases and limitations on State spending. Neither of these items was voted upon in the legislative session.

Sullivan noted the upcoming 2012 CGMC summer conference in Owatonna on July 25-27, their LMC partner breakfast on June 22 in Duluth and the fall CGMC legislative conference in Alexandria November 14-16.

The Council thanked Sullivan for the information and for the CGMC's efforts for rural Minnesota communities.

9. LMCIT Annual Insurance Renewal:

Ken Hoffman, Windom's Agent of Record for the LMCIT, introduced himself. Hoffman noted the dividends the City received this year from the LMCIT in the amount of \$29,819 for the insurance policies and \$20,002 for the worker's compensation policy. The dividend for the worker's compensation policy was a bit of a surprise as the last dividend approved by the LMCIT was in 2000.

The renewal rates for 2012 were about the same as last year despite an increase in the value of property covered. Overall the general insurances premiums were down by \$400. Other insurance, such as for the electric power plant were up by \$2,700, but this is the first increase in that premium since 2006.

Preliminary

Hoffman said the Council is being asked for action on two items. First, the waiver of the \$500,000 tort liability cap. Second, whether or not the City wants to purchase a \$1,000,000 excess liability policy at a cost of \$15,345 (if the tort limit was not waived, but if the tort liability was waived this price would be about 25% higher).

Fossing said he did not think \$500,000 is a high amount in today's environment and suggested waiving the tort liability cap up to \$1,500,000. He asked if this added cost. Hoffman replied that the waiver would cost about \$1,800 to \$1,900.

Jones asked about the amount of the tort cap as it related to per person and per occurrence. Hoffman said the \$500,000 tort cap applied as a per person limit and the City has an occurrence limit of \$1,500,000. If the tort cap were waived then the per person amount could go up to \$1,500,000.

Fossing said the City would have more protection and options to settle if the tort cap were waived.

Jones asked if the City were facing a bad situation the courts would likely be involved and determine the damages. Hoffman said that is highly likely.

Powers asked what happens if a court award were outside of the \$500,000 tort cap. Hoffman said the City would be liable to pay and the waiver would provide some additional protection.

Jones asked Nasby for a recommendation. Nasby said that Hoffman is the City's insurance expert and would have more information on what other communities do regarding this coverage. Hoffman said cities are split 50/50 on the tort waiver and about one-third opt for the excess liability coverage.

Fossing said the cost of the excess liability waiver was well worth it to him and he believes in umbrella policies.

Jones asked if the cap waiver and/or excess liability policy could be changed. Hoffman said they can be changed.

Motion by Fossing second by Jones to waive the \$500,000 tort liability cap for 2012. Motion carried 4 – 1 (Maricle).

Motion by Jones seconded by Maricle not to accept the \$1,000,000 excess liability policy for 2012. Motion carried 5 – 0.

10. 2012 Seal Coating Change Order #1:

Bruce Caldwell, Streets & Parks Superintendent introduced himself. Johnson reviewed the seal coat project and streets included for the 2012 project. The low bid was from Asphalt Surface Technologies for \$39,510. He is requesting that the City Council consider adding

one block on 10th Street, between 3rd and 4th Avenue, to the project. The cost is \$3,310 as shown on the proposed change order. Caldwell said this project, including the change order and engineering is \$46,245.60 and \$45,000 was budgeted. The Street Department was under budget on snow removal and the value for the seal coating project is worth the expense.

Motion by Powers seconded by Jones to approve Change Order #1 to the 2012 Seal Coat Project with Asphalt Surface Technologies for \$3,210. Motion carried 5 – 0.

11. Alley Closure Request for Bank Midwest (between 8th and 9th Streets):

Caldwell said the bank has requested an alley closure between 8th and 9th Streets along their property on June 19, 2012 from 1:00 pm to 8:00 pm for their Customer Appreciation event.

Powers asked about the section of the alley to be closed and other businesses. Caldwell said the alley would be open at both ends so access to the other businesses would remain.

Motion by Powers seconded by Maricle to approve temporary closure of the alley between 8th and 9th Streets on June 19, 2012 from the hours of 1:00 pm to 8:00 pm. Motion carried 5 – 0.

12. Park & Recreation Commission Recommendations:

Caldwell said the Park & Recreation Commission had gotten two requests. The first one was from the Windom Baseball Association related to the fees for using the two small fields at Island Park. Last year a deal was reached where the Baseball Association would be responsible for field maintenance in return for a fee waiver for their youth baseball programming using those fields. The Commission is recommending approval of the same arrangement for 2012 with the Baseball Association for use of the two small fields at Island Park.

Powers asked if there were any problems last year. Caldwell said that it worked well and his staff is in favor of continuing the partnership.

Motion by Fossing seconded by Ray to approve a fee waiver for the Windom Baseball Association for 2012 for the two small baseball fields located at Island Park provided that the Baseball Association perform the field maintenance. Motion carried 5 – 0.

The second request is from the softball association related to a small storage shed and batting cage for the Windom Recreation Area. The softball association would pay for the items and installation. Once the items were constructed they would become City property and long-term maintenance would be the City's responsibility. Caldwell said the Park & Recreation Commission is recommending approval of the softball association's purchase and installation of the storage shed and batting cage at the Windom Recreation Center conditioned upon the City being given the property at time of completion and that the Recreation Director is in charge of scheduling the batting cage use.

Preliminary

Powers asked if the shed and cage were permanent structures. Caldwell said they could be either, but no final decision has yet been made.

Jones noted that if they were to be permanent then they should not be placed in an area that would obstruct the path, locations for future dug-outs or sight lines. Caldwell replied that the location would be selected to accommodate these items.

Jones asked if the path was paved or not. Caldwell said it is paved and the plan for the surface in the batting cage is ag lime.

Motion by Jones seconded by Powers to approve the Softball Association's request to purchase and construct/install a small storage shed and batting cage at the Windom Recreation Area upon approval of the location by the Streets & Parks Superintendent. Motion carried 5 – 0.

Powers asked about the dead grass in the WRA outfields along the fence. Caldwell said staff made a mistake when spraying weed killer and had forgotten to turn off the booms on the sprayer. The plan is to re-seed the areas.

Maricle asked if the dead grass can be removed, as it is along the outfield fencing, and be replaced with ag lime to be a "warning track". Caldwell said this is more expensive to install and maintain than grass. Maricle suggested bringing this up to the Park & Recreation Commission.

Powers asked if sod were an option. Caldwell said it is, but due to the herbicide applied there may be dirt removal needed as well, which would increase the cost.

Fossing suggested obtaining cost options for the development of a warning track, sodding and re-seeding.

Powers thought that there may be an opportunity to cut sod from areas outside of the fields and use to replace the dead grass.

13. Fire Department Donation – Krueger Family Fund:

Kruse said there is a resolution accepting a \$3,000 donation from the Krueger Family Fund for the Windom Fire Department earmarked for "turn-out" gear.

Council member Powers introduced the Resolution No. 2012-33, entitled "AUTHORIZATION TO ACCEPT A DONATION FROM THE KRUEGER FAMILY FUND FOR THE WINDOM FIRE DEPARTMENT" and moved its adoption. The resolution was seconded by Fossing and on roll call vote: Aye: Maricle, Powers, Ray, Fossing and Jones. Nay: None. Absent: None. Resolution passed 5 – 0.

14. Local Loop – Agreement for Radio Equipment Installation:

Nasby said that the Utility Commission had reviewed the proposal and recommended approval upon review by the City Attorney. The agreement in the Council packet has been approved by the City Attorney. The compensation for placing radio equipment on the water tower located at the Windom Recreation Area is \$1,200 per year along with three 4G modems with service for City use.

Motion by Maricle seconded by Fossing to approve the Local Loop, Inc. agreement with the City of Windom as presented. Motion carried 5 – 0.

Jones asked if this group were for-profit. Nasby said they were a business similar to Verizon. Jones asked if there were a public benefit to be gained, such as additional services for rural residents. Nasby said there would be enhanced services, but there is a fee for use. Jones indicated his concern is that other vendors will be making requests to install equipment as well.

15. Airport Commission Recommendation:

Nasby said the Airport Commission had met on June 4th to review preliminary plans for the 2012 Hanger project and these plans were handed out at the Council meeting. This project was budgeted for 2012 and some federal funds were borrowed from the City of St. James. The original plan was for a 60x80 hanger, but the potential users have asked for 60x95 to accommodate their larger aircraft. The Airport Commission did not know if the larger hanger would fall within budget. As such, they authorized Nasby and Airport Manager Underwood to talk with the potential users and the project engineers to determine the final size. Nasby said the engineers were to narrow down the potential costs and report back. At this time no Council action is needed, but the Airport Commission wanted the Council to be updated as to the status of this project. The timeframe for the project is tight so a decision on approving plans may be on the June 12, 2012 Special City Council agenda.

16. General Obligation Refunding Bonds, Series 2012A:

Nasby said that the financial advisors at Ehlers & Associates had recommended to the City that it adopt policies and procedures for post-issue debt compliance as the Internal Revenue Service was enforcing new regulations and doing more audits of municipal bond issues. Ehlers & Associates was contracted to draft these policies and procedures for the City, which were included in the Council packet.

Motion by Jones seconded by Maricle to adopt the Post-Issuance Dept Compliance Policy and Procedures as presented. Motion carried 5 – 0.

17. Personnel Items:

Powers said that the Personnel Committee had met on a number of issues as outlined in the memorandum and made recommendations to approve these items.

Preliminary

Powers asked Nasby to do an overview of the items. Nasby said that the first item is related to the pay-out of accrued vacation time for the Liquor Store Manager and Electric Utility Manager as they have a very high number of accrued hours. The Personnel Policy allows pay out on a case-by-case basis as approved by the Council. Making a pay-out is a win-win as the City saves on some payroll taxes and the employee is able to defer income taxes on the amount. The timeframe for this would be 2012, 2013 and 2014 but he expected that it may be done sooner. Both the Personnel Committee and Utility Commission were recommending approval.

Maricle asked if this were approved would the Council have to approve any request for vacation pay out. Nasby said the policy allows a case-by-case process. Powers said that these are the only two employees having this high an accrual of vacation hours so it should not be an issue in the future.

Nasby said the next times were updates for the Windom Personnel Policy to be consistent with the new IBEW labor agreement language on vacation accrual schedules. The only employees affected were Supervisory and the only one would be the new hire for Finance Director\Controllor as the Police Chief was at a three week vacation accrual. The second Windom Personnel Policy revision has to do with clarifications to the City's language on the Drug & Alcohol Free Workplace Policy. The language was a clarification of the existing policy and assistance was obtained from the League of Minnesota Cities. The City Attorney had reviewed and approved the revisions. Nasby added that the IBEW union representative had also been advised and provided the proposed language, and no objections were received.

Last, there is a typographical error in the new 2012-2014 IBEW labor agreement. A reference to vacation accrual is made in section 17.9 that is inconsistent with the language in section 17.1 so staff is requesting Council approval to make the correction to reflect the intended language agreed to by the union and City in section 17.1.

Motion by Powers seconded by Ray to approve all of the Personnel Committee recommendations as presented. Motion carried 5 – 0.

18. New Business:

None.

19. Unfinished Business:

None.

20. Regular Bills:

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

21. Contractor Payment:

Kruse said there was a pay request from R.L. Carr Company for \$55,404.00 for work completed at the Wastewater Treatment Plant.

Motion by Jones seconded by Powers to approve the contractor payment to R.L. Carr Company for \$55,404.00. Motion carried 5 – 0.

Mike Haugen, Water\Wastewater Superintendent, said that work at the project had moved into the plant with upgrades to the pre-treatment systems. The main interceptor line has yet to be completed.

Jones asked if the high river water level had slowed the project. Haugen said it had slowed them down a little.

22. Council Concerns:

Fossing wished everyone a safe and happy Riverfest weekend.

Powers said the Streets & Parks Department would be out spraying for insects prior to Riverfest activities and just wanted to let citizens know. Powers asked about the Windom HRA parking lot and when that project would be completed. Jones said the HRA has recently undergone a staffing change with both the Executive Director and Administrative Assistant so the project was delayed, but he is confident the new arrangement with the consortium of Windom, Jackson and Mt. Lake would work well with the shared Executive Director.

Kruse said that the Council was invited to attend the Windom Baseball Association's open house of their new facilities at Island Park on June 10th following the 4:00 pm Legion baseball game. He also noted the Council's participation in the Riverfest parade with a float.

23. Adjourn:

Kruse adjourned the meeting by unanimous consent. Meeting adjourned at 9:29 pm

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

**Special Council Meeting
Windom City Hall, Council Chamber
June 12, 2012
6:00 p.m.**

1. Call to Order: The meeting was called to order by Mayor Kruse at 6:00 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; Al Baloun;
Recreation Director; Brad Bussa, Community Center
Director; Scott Peterson, Police Chief; Mike Haugen,
Waster\Wastewater Superintendent; Dan Olsen,
Telecom Manager; Joan Hunter, Library Director and
Chelsie Carlson, Finance Director\Controllor

3. Pledge of Allegiance

4. Capital Improvement Planning – Workshop #2:

Kruse noted that there were representatives from the Windom Youth Hockey Association present and they had remarks regarding the Arena.

Motion by Maricle seconded by Powers to allow comments and information from the Windom Youth Hockey Association. Motion carried 4 – 0 (Ray absent).

Justin Espenson and Joel LaCanne introduced themselves as representing the Windom Youth Hockey Association. They had a letter to hand out that details their remarks and thoughts about the future of the Arena and capital planning.

Espenson asked that the Council accompany members of the Windom Youth Hockey Association Board on a tour of the Arena as to get a better understanding of the issues and challenges. The primary issues are the needed upgrades at the Arena, expenses and if the cost-benefit were present to renovate the facility or start to look at the possibility of constructing a new facility.

Both Espenson and LaCanne indicated that their Board would be active in assisting the City with the capital planning process as it relates to the Arena and that their members are willing to volunteer and work jointly with the City.

Motion by Jones seconded by Fossing to start the June 19, 2012 regular City Council meeting at 6:30 p.m. at the City Arena for a 45 minute tour and then re-convene at City Hall for the remainder of the meeting. Motion carried 4 – 0 (Ray absent).

Arena

Al Baloun, Recreation Director, discussed the capital items on the 5 year plan. These items included the following:

- West side entrance doors
- West side overhead door
- Restroom remodeling
- ADA compliance
- Racquetball court rehabilitation
- Zamboni repainting
- Expansion of the locker rooms
- Replacement of wooden rink panels
- Rink concrete flooring and cooling coils
- Roof rehabilitation
- Parking lot rehabilitation
- New livestock building\outdoor riding rink

The estimated cost of the items presented is \$957,000.

Jones asked if the cost for a new facility could be added into the CIP as a placeholder with an estimated cost. Baloun and Espenson said they could do some research into recently constructed facilities and come up with a cost.

Pool

Baloun discussed the capital items on the 5 year plan. These items included the following:

- Aquatic lift
- Architectural and engineering costs for a new or renovated pool
- Cost for the construction of a new or renovated pool

Baloun said the costs range from \$1.75 million for a renovated pool at the current site to about \$5 million for a new pool facility constructed by the Community Center. The \$3 million estimate in the CIP is as a placeholder as the type of project is yet unknown.

Jones noted this item has been on the CIP for a long time, since the 2006 feasibility study and asked Baloun if the priority were the Arena or Pool. Baloun said that is a decision that is up to the public and City Council. Jones said that it would be a community benefit if a hotel were to construct a pool as part of their project as the City needs additional hotel\motel rooms and a pool would be a great amenity.

The estimated cost of the items presented is \$3,257,000.

Recreation

Baloun discussed the capital items on the 5 year plan. These items included the following:

- Scheduling software for multiple recreation programs

This software would match up with the current scheduling software and be more user friendly and integrate better with the on-line services offered with the City's web site. The cost is estimated to be \$9,300.

Community Center

Brad Bussa, Community Center Director, discussed the capital items on the 5 year plan. These items included the following:

- Maintenance items for Rooms 105/117/120
- Dance floor replacement – could be moved to 2017
- Sound system replacement – could do half in 2016 and 2017
- Tables and chairs – could possibility do some modifications with existing chairs
- Floor and carpet cleaning machine
- Stage replacement
- Kitchen appliances and equipment
- Drinking fountain replacement – two instead of four as two were already done
- Mechanical systems such as HVAC
- Roof replacement
- Garage door and opener
- Gymnasium renovations
- Rental item replacement – do in 2013 instead of 2014
- Outdoor and grounds renovations
- Computer replacement

The estimated cost of the items presented is \$512,454.

Jones asked about setting up a Reserve Account to handle these expenses as they come due. Bussa and Nasby said this was an option that had been discussed, but it budgets had not been large enough to fund reserve accounts.

Police

Scott Peterson, Police Chief, discussed the capital items on the 5 year plan. These items included the following:

- Replacement of side arms on a 10-year rotation
- Replacement of Tasers on a 4-year rotation
- Light bar replacement
- New computers

The estimated cost of the items presented is \$15,400.

Preliminary

Jones congratulated Peterson on the Police Citizen's Academy. He participated and found it very interesting and informative. He encouraged others to participate. Peterson thanked Jones for the compliment and said the interest in the program may lead to having it annually.

Wastewater

Mike Haugen, Water and Wastewater Superintendent, discussed the capital items on the 5 year plan. These items included the following:

- Annual structure improvements and repairs
- Wastewater plant improvements and repairs
- Lawn mower replacement
- General equipment and tools
- Collection system repair/upgrades
- Unit #65 1-ton truck
- ½ Ton pickup truck – shared with the water fund
- Lift station pumps and equipment

The estimated cost of the items presented is \$995,000.

Fossing asked about the need for the mower. Haugen said they mow about once a week the property around the wastewater plant and now have some additional area to mow with the acquisition of the property at the end of Prospect Avenue for the new main interceptor line.

Water

Haugen discussed the capital items on the 5 year plan. These items included the following:

- Annual well improvements and repairs
- Pumps and motors – Jones asked Haugen to look into down pipes of stainless steel or PVC
- SCADA system replacement
- Filter plan improvements and repairs
- Water mains and distribution system upgrades and repairs
- ½ Ton Pickup replacement – shared with sewer fund
- Water meter replacement – discussion on remote read meters
- Fire hydrant replacement
- East water tower rehabilitation and painting
- ¾ Ton Pickup replacement

The estimated cost of the items presented is \$1,175,000.

Jones asked if there were projects for water and sewer that were part of street projects. Nasby said those costs appear to have been included in the Street CIP information.

Preliminary

Telecom

Dan Olsen, Telecom Manager, discussed the capital items on the 5 year plan. These items included the following:

- Video head-end upgrades – movement to digital
- Service van replacement
- Mobile studio equipment – enhance local programming
- ISP server upgrade
- DC power plant upgrade
- Head-end building expansion
- Satellite farm – new dishes
- Meta switch rebuild
- Testing equipment – class 3 laser

Olsen said there may also be some other capital items that are added to the list as the department works to grow revenue through partnerships with other businesses.

Jones asked about the air conditioning system. Olsen said that much of the maintenance work has been completed as they system was not operating and meeting their needs so funds were spent from the 2011/12 maintenance budget.

Maricle asked about the existing head-end building. Olsen said the existing structure needs to be re-shingled and the siding looks bad, but that is still okay.

The estimated cost of the items presented is \$364,000.

Library

Joan Hunter, Library Director, discussed the capital items on the 5 year plan. These items included the following:

- Boiler replacement
- Window replacement (south side of building)
- Upstairs wall repair
- Interior painting
- Furnishings and curtains
- Exterior door replacement and ADA compliance
- Computer replacement

Powers asked about the windows on the east side of the building. Hunter said those had been repaired or replaced over the last few years.

Hunter said she would like to add a capital project for re-wiring the building and possibly consider a new library building.

The estimated cost of the items presented is \$48,000. Not including a new library building.

5. Unfinished Business:

Airport - Nasby said the Airport Commission had met on June 4th to review preliminary plans for the 2012 Hanger project and these plans were handed out at the June 5th City Council meeting. The original plan was for a 60x80 hanger, but the potential users have asked for 60x95 to accommodate their larger aircraft. The Airport Commission did not know if the larger hanger would fall within budget, but if it did they voted to authorize the 60x95 hanger. As such, they authorized Nasby and Airport Manager Underwood to talk with the potential users and the project engineers to determine the final size and to narrow down the potential costs and report back.

Nasby said the engineer's estimate is \$560,000 that includes the construction of the hanger, a 20% contingency fund, engineering fees and the site work that is needs. This amount is close to the \$550,000 we have budgeted for the project. As such, the Airport Commission's recommendation to construct the 60x95 hanger building is on the table for the City Council's consideration.

Motion by Fossing seconded by Maricle, to approve the Windom Airport 2012 Hanger Construction project as presented on June 5, 2012 for a 60' x 95'hanger building and proceed to bid. Motion carried 4 – 0 (Ray absent).

Personnel - Jones said he had an item that would relate to a prior action by the City Council and possibly new business. There are a number of items that come to the Personnel Committee for review and then recommendation to the full City Council. Information that is available for these items is difficult to share and/or discuss as there are data privacy issues and open meeting law requirements. Jones wondered if there were other ways to involve more Council members in the process. Jones also noted that electronic communications were covered by open meeting laws and said the League of Minnesota Cities (LMC) has an excellent training session on these topics that was covered during the newly elected official training he attended and encouraged others to take the training.

Kruse noted there is also a LMC training offered for experienced elected officials as well.

Maricle said he would like more information as it is hard to vote on personnel matters when the information available to members not on the Personnel Committee is limited.

Nasby said that the LMC could be consulted for guidance and he handed out information from their HR Resource Manual on data privacy and open meeting law. He was asked to follow up with the LMC related to this matter. Consensus of the Council that the City Attorney should also be consulted.

Jones said that he wanted to clarify an action the Council took regarding a personnel item concerning the pay out of vacation time and asked if it were appropriate.

Nasby said that his understanding is that a Council member could bring up a prior action for discussion or amendment if he/she were on the prevailing side of the item. Nasby added

Preliminary

that the item passed on June 5, 2012 was unanimously approved so it could be raised for discussion at this time by Jones or any other Council member.

Motion by Jones seconded by Maricle to rescind the motion made on June 5, 2012 to approve the pay out of vacation hours to the Liquor Store Manager and Electric Utility Manager. Motion carried 4 – 0 (Ray absent).

Motion by Jones seconded by Maricle to approve the pay out of vacation hours to the Liquor Store Manager and Electric Utility Manager at their current rate of pay and these payments must be made to a bona fide retirement plan, according to City policy, at the employee's option in 2012, 2013 and 2014.

6. New Business:

Nasby said there was an email from the Fire Chief regarding his intent for the Windom Fire Department's participation in the Mt. Lake and Comfrey parades. His understanding of the policy, with confirmation from the City Administrator, was that Windom Fire Equipment could participate in community functions if there adequate coverage in the Windom Fire District and there are reciprocal considerations by the other communities. Consensus of the City Council was as agreement.

7. Adjourn:

Kruse adjourned the meeting by unanimous consent. Meeting adjourned at 9:29 pm.

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

REGULAR MEETING OF THE HOUSING AND REDEVELOPMENT AUTHORITY OF WINDOM, MN

May 9, 2012 ~ 4:00 pm

A regular meeting of the Board of Directors was held on Wednesday, May 9th, 2012, in the River View Apartments Community Room. Members present: Chairman, Frank Dorpinghaus; Secretary, Margaret McDonald; At large members: Jens Hansen and Larry Hartman; Liaisons, Marilyn Sudenga (RV) and Dominic Jones (City). Members absent: Pat Tepley (HS).

The meeting was called to order by Chairman Dorpinghaus at 4:05 p.m. The consent agenda was approved (McDonald/Hartman) which included the minutes of the previous meeting, the asset management report, the utility report, the bills report and the balance report.

The meeting proceeded with the discussion of old business:

-
1. Consortia update – Discussion took place regarding the grant options with GMHF (not applied for) and with MHP (applied for), the fact that it's been on the back burner since we've been focusing on compliance for WHRA and the potential for a trip to KS for one-on-one training.
 2. The secretary has been requested to go down to the 3 banks to sign signature cards.
 3. The board discussed options for the board opening and agreed to contacting a potential so a name can be submitted to the mayor when the resignation goes in next month. It was also recommended we contact Steve Nasby at the City to be certain we don't have to follow a protocol that we're not aware of.
 4. The board ratified the decision (McDonald/Hansen) to accept the bid submitted by Ron's electric for the HS fire system in the amount of \$59,970.
 5. The board agreed to pass on the contract offer submitted by Green Products Corporation for EPC options.

New business consisted of:

-
1. The board approved (Hartman/Hansen) the acceptance of the SCDP grant request made by WCA for an additional home owner rehab project.
 2. The board approved (Hartman/McDonald) to accept the 2013 Operating Budget as submitted by C. Naber and associates and authorized the signing of the HUD-52574 for submission to HUD.
 3. The director shared the 2011 PHAS score (4/1/10 to 3/31/11) which put the agency in the standard performer category. The director explained that the next PHAS score will also be based on numbers before taking the agency over (4/1/11 to 3/31/12) and unless the rules change between now and the next cycle, there's a real possibility that Windom will fall into "troubled status". The work load will increase and additional reporting will be required by HUD however the biggest areas of concern have already been fixed.
 4. This past month an employee infraction occurred by one of the board members. Please do not contact employees that are not on call during hours outside of their normal business hours. Thank you.
 5. The director discussed a police issue that came up the previous month and the status for future actions. It was also discussed that the "window" would be reinforced with additional security measures.
 6. The tenants had a meeting with the director and the discussion went well in both directions. We are looking forward to working together more in the future and had some good information shared both ways.
 7. The meeting was closed (McDonald/Hartman) and discussion took place regarding an employee issue that is covered under data privacy. The meeting was reopened (McDonald/Hartman) with no action needed.
 8. The board approved (McDonald/Hartman) the director go get a new credit card for purchases with a limit of 10K
 9. The board approved (McDonald/Hartman) the bid from Reed & Brinkman at \$230 per quarter for payroll functions.
 10. Insurance bid packets will be going out soon – anticipate a possibility that we'll need to have a special board meeting just for acceptance of a bid.

11. Garbage cancellation letter going out in the coming week – will then send out bid requests to both options.
 12. The board approved (Hartman/McDonald) to continue the a/c fee at \$30 for the 2012 season.
 13. Minnesota Elevator Inc. extended their contract for an additional year at the same level so we are locked in until 6/30/2013.
 14. The board approved (McDonald/Hansen) the June (and subsequent) staff tour/meeting day and the expenses associated with it.
 15. The board approved (Hansen/Hartman) to allow the tenants to vote on leaving the front door to the RV building unlocked on work days.
 16. The upcoming board meetings are scheduled for: June 13th, and July 11 ~ each at 4:00 pm.
- With no further business, the meeting was adjourned at 5:35 p.m. (McDonald/Hansen).

DeeAnna Bakken, Executive Director

Frank Dorpinghaus, Chairman

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
SPECIAL MEETING
MAY 21, 2012

1. Call to Order: The meeting was called to order by President Erickson at 12:02 p.m.

2. Roll Call & Guest Introductions:

EDAWN Commissioners: Juhl Erickson, Sally Larson, Trevor Slette, Corey Maricle, and Kelsey Fossing.

Also Present: EDA Staff – Aaron Backman, EDA Executive Director, and Mary Hensen, Admin. Asst.; City Administrator Steve Nasby; Chuck Vermeersch, Steve Robinson and Chris Cavett from Short Elliott Hendrickson, Inc.; Dennis Johnson of Wenck Associates, Inc.; and Marv Grunig, Windom Electric Superintendent.

3. North Windom Industrial Park

A. TED Application - Update: This competitive grant program is sponsored by the Minnesota Department of Transportation and the Minnesota Department of Employment and Economic Development and offers funds for road projects that support economic development projects. Director Backman reported to the Board that on Friday, May 18, 2012, Heidi Peper from Short Elliott Hendrickson, Inc. (SEH) had contacted him with the news that the TED grant application had been approved for the full amount of \$544,960. The BDPI application, administered through the Greater Minnesota Business Development Public Infrastructure Grant Program, had also been fully approved for the amount of \$549,540. The EDA's TED project was ranked No. 1 of the 14 grants funded and 29 applications submitted. Director Backman expressed his thanks to SEH for their work in the preparation and submittal of the grant application and the additional submission requested by the grant reviewer.

B. Engineering Proposals: At the May 14, 2012, EDA Meeting, the Board had authorized Director Backman to seek engineering proposals from Short Elliott Hendrickson, Inc. and Wenck Associates, Inc. for the design and construction of improvements for the North Windom Industrial Park, including Highway 71 improvements, new roads in the industrial park, water/sewer main extensions, storm water improvements, etc. Representatives from each engineering company were given an opportunity to make their presentations to the Board without the other company's representatives present. Chuck Vermeersch, Steve Robinson, and Chris Cavett from Short Elliott Hendrickson, Inc. distributed materials and made a presentation concerning the timeline and important aspects of the project and their proposed scope of services and fees. Mr. Vermeersch also advised that MN DOT will require a materials design recommendation report for the areas where the improvements are to be made on Highway 71. Typically MN DOT gathers samples and does the testing. However, to keep the project on schedule, MN DOT will allow private companies to do this testing. He suggested that the EDA retain Braun Intertec to do the required testing for MN DOT as Braun representatives are working locally on Highway 60.

Motion by Commissioner Larson, seconded by Commissioner Slette, authorizing the EDA to retain Braun Intertec to gather samples, conduct the testing, and provide the required materials design recommendation report to MN DOT for the areas proposed for improvements on Highway 71 at a cost not to exceed \$5,000. Motion carried 5-0.

The proposed fees for SEH's design services, including preliminary engineering services, final design and bidding, and construction services, for work within the Highway 71 right-of-way and work in the industrial park, total \$305,000 plus additional fees for any work related to lift station design and alternate concrete pavement design in the industrial park.

Dennis Johnson from Wenck Associates, Inc. distributed copies of Wenck's proposal to the Board and made a presentation concerning project experience, original design work on the industrial park, and important aspects of the current project. The proposed fees for Wenck's services, including the design phase, bidding phase, and construction phase total \$152,180.00.

After the presentations, Director Backman reviewed potential funding sources with the Board and there were further discussions by the Board.

Motion by Commissioner Larson, seconded by Commissioner Fossing, to approve the proposal submitted by Wenck Associates, Inc. in the amount of \$152,180.00 for services for the design phase, bidding phase, and construction phase for improvements to the North Windom Industrial Park, including Highway 71 improvements, new roads in the industrial park, water/sewer main extensions, storm water improvements, etc. Motion carried 5-0.

4. R & L Investments

A. Property Status: R & L Investments currently owns property at 1815 First Avenue which is mortgaged to Bank of the West. There are back taxes on the property of nearly \$45,000 which must be paid by the end of May, 2012.

B. Closed Session – Negotiations: President Erickson closed the meeting to the public at 1:25 p.m. The purpose of the closed session was to discuss negotiations in the event of a potential proposal to the parties. President Erickson re-opened the meeting to the public at 1:45 p.m.

5. Adjourn: By consensus, President Erickson adjourned the meeting at 1:45 p.m.

Trevor Slette, EDA Secretary-Treasurer

Attest:

Aaron A. Backman, EDA Executive Director

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
JUNE 11, 2012

1. Call to Order: The meeting was called to order by President Erickson at 12:02 p.m.
2. Roll Call & Guest Introductions:

EDAWN Commissioners: Juhl Erickson, Trevor Slette, Corey Maricle, and Kelsey Fossing. Absent: Sally Larson.

Also Present: EDA Staff – Aaron Backman, EDA Executive Director, and Mary Hensen, Admin. Asst.; City Administrator Steve Nasby; Mayor Kirby Kruse; Dennis Johnson of Wenck Associates, Inc.; and Jim Crowl of Carlson & McCain.
3. Approval of Minutes:

Motion by Commissioner Maricle, seconded by Commissioner Slette, to approve the Minutes of the EDA Meetings held on May 14, 2012, and May 21, 2012. Motion carried 3-0.
(Commissioner Fossing arrived after this vote.)
4. Miscellaneous Information: Director Backman advised that the closing on the sale of the Madson property (former HyVee Store location) to O'Reilly Auto Parts occurred on June 7, 2012. He also advised that there was a June 1, 2012, closing on the sale of the former Lewis Drug building to Global Investment Properties LLC. Mr. Quiring has plans to renovate the property for offices.
5. Redevelopment TIF District 1-16
 - A. Progress Report: Director Backman reported that on June 5, 2012, the City Council held a public hearing concerning the proposed TIF District 1-16. Following the public hearing, the City Council adopted a Resolution finding the parcels to be occupied by structurally substandard buildings. The City Council also adopted a Resolution approving the modification to Development District No. 1, establishing TIF District 1-16, and approving the proposed tax increment financing plan for TIF District 1-16. Next Steps: Ehlers & Associates will provide required documentation to the County Auditor and the Minnesota Department of Revenue to formally certify this new TIF district. A redevelopment agreement between the EDA and GDF Properties, LLC will be prepared and executed.
 - (1) Site Assessment Process – Jim Crowl: Director Backman introduced Jim Crowl of Carlson & McCain. Mr. Crowl is a Senior Hydro-geologist and specializes in environmental assessment and remediation of brownfield sites. He presented a brief overview of the services his company can provide to a developer for reclamation of a brownfield site, such as a salvage yard, and potential funding sources for assessment and cleanup activities.
 - B. Project Status: Director Backman updated the Board concerning the status of GDF's plans for redevelopment of the former Bolin Lumber property.
6. North Windom Industrial Park
 - A. TED Grant - Update: On June 5, 2012, Aaron made a presentation to the City Council concerning the Transportation Economic Development (TED) Program Grant (\$544,960) and the Greater Minnesota Business Development Public Infrastructure (BDPI) Program Grant (\$549,540). Upon motion, the City Council accepted these grants and authorized Staff to proceed with the grant procedures. Upon receipt of the Grant Agreements, the matter will

again come before the City Council to adopt a resolution formally accepting the grants, approving the terms, and authorizing appropriate signatures.

- B. Engineering Contract: At the May 21, 2012, EDA Special Meeting, the Board approved the proposal submitted by Wenck Associates, Inc. in the amount of \$152,180 for engineering services for the design and construction of improvements for the North Windom Industrial Park. The Board received a copy of the Agreement for Engineering Services submitted by Wenck Associates, which provides for signatures by officials from the City, EDA, and Wenck Associates. This agreement was approved on June 5, 2012, by the City Council.

Motion by Commissioner Maricle, seconded by Commissioner Fossing, approving the Agreement for Engineering Services for the design and construction of improvements for the North Windom Industrial Park submitted by Wenck Associates, Inc. and authorizing the EDA President to execute this agreement. Motion carried 4-0.

- C. Team Meetings & Project Status: Dennis Johnson from Wenck Associates distributed copies of the proposed schedule for the industrial park improvements. Director Backman and Dennis Johnson from Wenck Associates reported on the team meetings that have been attended by representatives from Wenck Associates, the Cottonwood County Highway Department, City utility departments, water, electrical, and natural gas service providers, and MN DOT. They reviewed the proposed force main layout with the Board and discussed other aspects of the project. At the May 21, 2012, Meeting, the Board retained Braun Intertec Corporation to conduct the borings and provide the required reports to MN DOT concerning the locations for the proposed Highway 71 improvements. The Board's motion established a limit of \$5,000 for these services. However, additional items have been requested by MN DOT. After review of Braun Intertec's proposal, the following action was taken.

Motion by Commissioner Slette, seconded by Commissioner Maricle, approving the proposal for soil borings, evaluation, and reporting for proposed Highway 71 improvements, submitted by Braun Intertec Corporation, in the amount of \$7,442.00 and authorized the EDA President to execute the acceptance of the proposal. Motion carried 4-0.

- D. Financing Options: Director Backman reviewed with the Board the anticipated expenses and potential funding sources.

7. Entrance Sign

- A. Matching Funds – Status: Director Backman updated the Board concerning the fundraising efforts to provide the required local match for the \$30,000 Remick Grant.

- B. Design Options: Director Backman provided the Board with copies of the sign design options prepared by Snick's Signs and asked that the Commissioners to rank the designs as to their preferences. There was a discussion concerning the proposed size of the signs.

8. R & L Investments

- A. Closed Session – Negotiations: President Erickson closed the meeting to the public at 1:05 p.m. The purpose of the closed session was to discuss negotiations in the event of a potential proposal to the parties. President Erickson re-opened the meeting to the public at 1:17 p.m.

9. Theater Update: Director Backman advised that Jean Fast had requested an opportunity to make

a presentation to the Board concerning plans for the theater. However, due to scheduling conflicts, neither Jean Fast nor Buckwheat Johnson were able to attend today's EDA Meeting. Director Backman reviewed preliminary discussions with the Board.

10. Miscellaneous Information

A. Monthly Budget Recap: The Board received a copy of the monthly budget report for April, 2012.

11. Adjourn: By consensus, President Erickson adjourned the meeting at 1:25 p.m.

Trevor Slette, EDA Secretary-Treasurer

Attest: _____
Aaron A. Backman, EDA Executive Director

Windom Airport Commission Minutes
June 4, 2012

The Windom Airport Commission met on June 4, 2012, at 8:30 a.m. at the Windom Airport. Members present were Marlyn Bartsch, Brian Underwood, Scott Fredin and Gerri Burmeister and Liaison Mayor Kirby Kruse. Members absent: Kjell Turner, Merle Wall and John Holt. Others Present- City Staff: Steve Nasby, Denise Nichols, Intern Ryan Vesey and Bruce Caldwell and Airport Consultant John Peterson with TKDA.

Chairman Underwood called the meeting to order.

1. **Approve Minutes:** Minutes from February 7, 2012, were reviewed. **Motion by Bartsch, seconded by Fredin, to approve the minutes as written. Motion passed 4 ayes, 0 nays.**

2. **2012 Hangar Improvement Project:** Airport Manager Brian Underwood updated the Commission regarding his discussion of the proposed hangar project with Nathan and Todd at Big Game and they are interested in renting the entire hangar. They would also be responsible for the utilities. If the hangar is large enough, they would house the King Air in Windom. They requested the Commission consider building a larger hangar 60' x 95' to accommodate both their planes. If the King Air is moved here, there would be a need for Jet A Fuel. They also provided a list of items that they would like included in the new hangar.

John Peterson with TKDA provided plans and specifications for the proposed 60' x 95' hangar. The base bid will include the shell of the building, radiant heat, insulated walls and ceilings, and 8 feet of liner wall panel. Additional items that have been requested will be included in the bid as alternates. Those items include in-floor heating system, lighting upgrade, overhead door, epoxy flooring and vapor barrier, trench drain and floor slope, liner panel full height, and ceiling and plumbing rough-in for future office. The office would not be eligible for federal funding and is not included in the bid documents. The tenant could complete the build-out of the office at a later date. The Commission discussed the sewer and size of existing septic tank and the possibility of connecting the new hangar to the tank. They also discussed the water service with Red Rock Rural Water and the cost of adding a separate meter to the new hangar.

Peterson estimated the cost of the hangar at \$600,000 and with the alternates at \$750,000-\$800,000. He noted that costs would be dependent on steel prices. Steel costs are up approximately 20% this year. The Commission discussed the estimated cost and current available funding. The cost estimate puts the project above the proposed budget. The Commission questioned if the 80' x 60' hangar was used and the office area was eliminated inside the hangar, if an office area could be added on to the exterior of the hangar at a later date and if that would provide enough space for the two airplanes. Peterson commented that the smaller sized hangar, even with the elimination of the proposed future office, the space would be tight for the two airplanes. Peterson suggested that the project could be changed to the 80' x 60' building with a 15' alternate. However, the other alternates would be dependent on the size of the building and this change would make bidding on the project very difficult. Peterson stated that he could try and obtain more accurate costs for the project.

Underwood noted that the electric utility service for the airport runs through the proposed location of the new hangar. Peterson suggested that the cost to relocate the service line could be included in the project.

The Commission agreed to have Peterson obtain more accurate costs and instructed Underwood and Nasby to review the costs and budget and determine which size hangar should be selected to include in the plans and specifications.

The Commission also discussed the need to install a jet fueling system. Peterson noted that an environmental assessment would be needed. He estimated the cost for the EA at approximately \$20,000 - \$30,000. The EA for the fuel system could be completed in 2013 grant funding cycle. If the City wanted to complete the EA prior to that date, the project costs could be reimbursed with 2013 funding.

Motion by Fredin, seconded by Burmeister, to approve obtaining more accurate hangar construction costs for both sizes of the proposed hangar; and authorize Underwood and Nasby to review the estimated costs and budget and, based on the information received, to determine which size hangar should be selected to include in the plans and specifications. Motion passed 4 ayes, 0 nays.

4. **Other Business:** None
5. **Commission Concerns:** None
6. **Adjourn:** Chairman Underwood declared the meeting adjourned at 9:36 a.m.

Brian Underwood, Chairman

Attest: _____
Steve Nasby, City Administrator

Windom Library Board Meeting
Windom Library
June 12, 2012
5:05 p.m.

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

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

Members Absent: Jan Johnson

Library Staff Present: Dawn Aamot and Joan Hunter

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 Anita Winkel to approve the Financial Report.

5. Librarians Report:

Dawn reported that "Dream Big at the Library" started yesterday, June 11. Twenty-one kids signed up on the first day. Dawn plans to start the program right after school is out next year before the kids lose their excitement to join in reading. Three teens have signed up and 15 kids have signed up for the Lunch Bunch starting tomorrow. Participants will help pick the book that they are going to read and they will meet for 6 weeks. No special entertainers will be performing this summer. The selection available lacked appeal to our young audience. Dawn reported that a lot of kids came through the library on the last day of school, "Community Day". Some teens asked if they could volunteer at the library and as a result of that query, 5 teens (8th graders?) are coming on Wednesdays. Some of their time has been spent cleaning upstairs and cutting out things for the summer reading program. They plan to do one of the scheduled story times. They are having fun and have been a great deal of help. Discussion was held about contacting the high school regarding their Senior Project program. A senior could consider assisting with the library's technology needs as their senior project.

Joan reported that the library has been very busy. Windom was allowed 18 seats on the free

Plum Creek bus trip to Walnut Grove for the Wilder Pageant on July 7th. Only 9 people signed up here in Windom but the seats will be filled by other surrounding communities.

Anita Winkle gave a report from the Plum Creek Library quarterly meeting. Discussion was held on this report.

The Plum Creek website still is showing "eBooks coming soon". Release date for this program is approximately June 15. Joan will train for this through a webinar.

Joan is meeting with the City Council at 6 pm today with a list of capital improvements for the library. Some things on this list include replacing the south windows, new boiler, computer replacement and electrical work.

Motion by Charles Reid and seconded by Anita Winkel to accept the Librarian's Report .

6. Old Business:

Joan will meet with The Friends of the Windom Library on Wednesday the 13th to request funds for purchasing eBooks.

7. New Business:

None

8. New Book Suggestions:

The board presented their suggestions.

9. Adjourn:

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

Meeting adjourned at 5:41 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary

**PARK AND RECREATION COMMISSION MEETING
MINUTES JUNE 11, 2012**

1. Call to Order: The meeting was called to order by Chairman Terry Fredin 5:17 p.m. at City Hall.

2. Roll Call:

Commission Present:	Terry Fredin, Sherri Zimmerman Kay Clark & Jeff LaCanne
Commission Absent:	Angie Blanshan
City Staff Present:	Recreation Director Al Baloun & Park Superintendent Bruce Caldwell
Council Liaisons:	Corey Maricle attending & JoAnn Ray absent
Public:	Girls Softball Association Representative Kristy Maricle

3. Approve Agenda

Motion by Clark, seconded by Zimmerman to approve
Motion Carried Unanimous

4. Approve Minutes May 14, 2012 Park & Recreation Commission Meeting

Motion by Clark, seconded by Zimmerman
Motion Carried Unanimous

5. Girls Softball Association Representative Kristy Maricle "Batting Cage & New Storage Building discussion WRA" – *Note: during the City Council meeting on June 5th Caldwell reported the request for a new batting cage was mistakenly asked for by the Eagle Booster Club and it should have stated the Girls Softball Association.*

Mrs. Maricle stated that they would like the construction of the batting cage be changed from what was originally reported. They desire it to be built on the south side of the west walking trail just north of Wacker field fence along the first base line. There are some concerns about a storm sewer inlet in that area so it will need to be check to make sure there would be enough room. Mrs. Maricle also stated her concerns that the Girls Softball Association group will have equal user time as they are the ones buying the cage. Baloun said he would make sure they will be able to use it and he would be in charge of scheduling.

Discussion was also held on the construction of a storage building for the Girls Softball Association. Currently there isn't adequate room to store items in the large shelter/concession building and also there is a major problem with users just tossing their items in the room making an extreme mess which creates a safety hazard. Caldwell said he will notify the users to keep the items stored in an orderly mater. Commission members stated that perhaps the Baseball Association and the Girls Softball Association need to talk about shared interest in this storage building. Fredin said the building needs to be big enough so that a center wall could be installed in order to separate the two user's equipment. A couple large garage doors on either end could be installed so the large items can be stored. The building could be built on skids so that it wouldn't be a permanent structure. The Commission said they are in favor of improvements that will benefit the recreation area. Mrs. Maricle will talk to the Baseball group and see if anything can be worked out and report back to the commission.

6. Park Superintendent Bruce Caldwell Report:

- a. WRA Repairs Following Weed Killer Spraying Error – Caldwell presented a cost estimate to either repair the damaged outfield grass by re-seeding or placing new Agra-Lime.

Continued page 2

Caldwell said he has talked to the seed supplier and they said the best time to re-seed would be after the hot summer temperatures in mid to late August would work due to the irrigation system. This was only for the inside of the outfield fence on three fields.

- Costs to place new Agra-Lime warning track on Eagle, Legion & Qwest Fields \$11,500.00
- Cost to re-seed all areas that are dead \$1,300.00

Motion by LaCanne, seconded by Zimmerman to only reseed the damaged areas and not go with the Agra Lime warning track.

Motion Carried Unanimous

7. Recreation Director's Report- Al Baloun

- Pool Update – Pool officially opened on June 4th. Splash Bash will be held on July 21st and the pool will be closing for the season on August 15th. In service for staff was held on May 30th. Swimming lessons will start on June 18th. The new co-managers are working out good but the only problem is they are not getting the respect of the older user groups but Baloun said that will be helping them during the season as needed. Seven individuals have now completed their lifeguard training and will be used as subs and prior to starting they will all need to attend an in service meeting.
- Recreation – Baloun stated the changes made in some of the programs have been received well. Abby Hayenga is doing well as coordinator of the coach pitch/T Ball programs, with Baloun present most of the days to oversee programs. Hershey's Track was dropped this year due to a shortage of registrations. LaCanne & Corey Maricle said the 30/60 baseball groups will need to be adjusted as they do not have enough competition in the traveling league. Due to the type of leagues in other communities, the Windom kids seem to be more advanced than a few of the other communities. Perhaps we might have to drop our league and join up with a different league that runs in other community's.
- Concessions – Baloun said he hasn't had any response to get groups interested in selling concessions in the park this summer. When he has his interview on KDOM Radio after the Commission meeting he will let the public know this opportunity is out there.
- Coke Contract – Baloun and Caldwell reviewed the Coke contract with the Commission. They both said they are having a lot of problems with non-compliance from groups and vendors selling concessions. The Coke contract was for 10 years and it will end in 2016. In the contract it is mandatory that only Coke products can be sold within the park system and all products must be purchased through the City of Windom Coke Contract via Baloun. A copy of the contract is in the attachment to these minutes.
The Commission stated that the contract must be enforced and complied to.

8. Open Mike: None

Meeting Adjourned at 6:45 p.m.

Next Park & Recreation Commission Meeting July 9, 2012 in the Council Chambers

Mailed Back
4/19/06

AGREEMENT

This agreement ("Agreement") is between **Midwest Coca-Cola Bottling Company of Spirit Lake, Iowa**, a Delaware corporation (hereinafter referred to as "Bottler"), and the **Windom Parks and Recreation of Windom, Mn.**(hereinafter referred to as "Account").

WHEREAS, Account owns and operates facilities in Windom, Mn and has the authority to offer certain exclusive advertising and beverage availability rights in such Facility over a Ten (10) year term; and

WHEREAS, Bottler desires to advertise certain of Bottler's beverage products and that its beverages be made available for sale in such Facility.

NOW, THEREFORE, in consideration of the acts and promises contained herein, the parties hereby agree as follows:

A. Defined Terms

1. "Beverages" shall mean all carbonated and non-carbonated nonalcoholic beverages, including but not limited to, carbonated soft drinks; mixers; flavored and unflavored packaged waters; fruit juices; fruit juice-containing or flavored drinks; fruit punches and ades; isotonic energy and fluid replacement drinks (sometimes referred to as "sports drinks"); packaged coffee and tea drinks; and all drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which such drinks and beverages are made.

2. "Products" shall mean Beverages sold or marketed by the Bottler.

3. "Competitive Products" shall mean all Beverages that are not Products.

4. "Facility" shall mean and include all premises owned, leased or operated by the Windom Park and Recreation Department, Windom, Mn., including the Windom Arena, all existing and future buildings, athletic facilities, all parking lots, grounds, dining facilities, branded and unbranded food service outlets, concession and vending locations.

B. Responsibilities of Bottler. Bottler hereby promises that it shall:

1. Provide Account two(2) electronic baseball scoreboards, Daktronics BA-2515-31 with wireless controllers or comparable, valued at approximately \$4000.00.

2. Provide Account one(1) Hockey scoreboard, Daktronics H-2104 with controller or comparable, valued at approximately \$5000.00.

3. Provide 10 umbrellas for the swimming pool, valued at approximately \$350.00. Additional umbrella's, above 10, can be purchased at a wholesale, discounted rate from Midwest Coca-Cola. Midwest Coca-Cola will replace faded umbrellas periodically, as needed.

The amounts set forth in 1, 2 & 3 shall be collectively referred to herein as "Sponsorship Fees". Such Sponsorship Fees shall be deemed earned evenly over the entire Term.

4. Pay Account an annual rebate of \$2.00/case(24 count) on all bottled beverage cases purchased from Midwest Coca-Cola Bottling Company. No rebates apply on 12 oz cans.

5. Pay Account One hundred fifty Dollars (\$150.00), for an ad panel for year 1. Remaining years paid at a fair and reasonable "going rate" as agreed to by both parties.

C. Responsibilities of Account. Account hereby promises that it shall:

1. Cause the Products (specifically including, Coca-Cola®, Coca-Cola® classic, diet Coke®, Sprite®, diet Sprite®, Minute Maid® juices and soft drinks, and POWERāDE®), Dasani water, packaged Coffee and Tea Drinks, and/or other Coke products agreed to by both parties purchased from Bottler at wholesale prices to be the only Beverages sold or made available at the Facility, including all concessions, coolers and vending machine locations. No Competitive Products shall be made available for sale in the Facility.

2. Cause all menu boards, Equipment (as defined herein) and concessions on the premises of the Facility to carry advertising panels mentioning Products which are clearly visible to the purchasing public.

3. Grant exclusive Beverage advertising rights in the Facility to Bottler and not grant advertising rights at the Facility with respect to any Competitive Products.

4. Cause all Products to be purchased directly from Midwest Coca-Cola Bottling Company of Spirit Lake.

D. Pricing. Account shall be entitled to purchase bottle/can Products from Bottler in accordance with the schedule set forth in Exhibit A. Such prices shall remain in effect until December 31, 2006. Thereafter, prices are subject to a maximum, annual increase of 3%.

E. Equipment

1. During the Term, Bottler will loan to Account, pursuant to the terms of Bottler's equipment placement agreement, at no cost, that Beverage dispensing equipment reasonably required and as mutually agreed upon to dispense Beverages at the Facility and any additional equipment reasonably required by Account in order to replace defective or worn out Beverage dispensing equipment ("Equipment").

2. Account agrees that it will execute any UCC Financing Statements, or other documents evidencing Bottler's ownership of the Equipment, upon request of Bottler. The Equipment may not be removed from the Facility, during term of agreement, without Bottler's written consent, and Account agrees not to encumber the Equipment in any manner or permit the Equipment to be attached thereto except as authorized by Bottler. Account will be responsible to Bottler for any loss or damage to said Equipment, reasonable wear and tear excepted.

F. Indemnification.

1. Account agrees to defend, indemnify and hold Bottler harmless from and against all claims, suits, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury, damage or loss to persons, including death, whether they be third persons or employees of either of the parties hereto, or any injury, damage or loss of property arising out of its performance of this Agreement.
2. This indemnity shall survive the termination of this Agreement and shall not apply to any injury, damage or loss caused in whole by the negligence of Bottler.
3. Bottler agrees to defend, indemnify and hold Account harmless from and against all claims, suits, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury, damage or loss to persons, including death, whether they be third persons or employees of either of the parties hereto, or any injury, damage or loss of property arising out of its performance of this Agreement
4. This indemnity shall survive the termination of this Agreement and shall not apply to any injury, damage or loss caused in whole by the negligence of Account.

G. Term and Termination.

1. The term of this Agreement shall be for a period of Ten (10) years from 4/19/06 ("Term"). Initials AS.
2. If Account fails to perform any of the responsibility set forth in this Agreement, then as an option but not as its sole remedy, Bottler may terminate this Agreement, and Account shall (i) return the Equipment to Bottler, and (ii) pay to Bottler, within ten (10) days, a pro rata portion of the prepaid Sponsorship Fees.
3. If Bottler fails to perform any of the responsibility set forth in this Agreement, then as an option but not as its sole remedy, Account may terminate this Agreement, and Account shall keep all benefits and payments paid under this agreement.
4. Notwithstanding the other provisions of this Agreement, if any federal, state or local law, rule, regulation or order prohibits, restricts, or in any manner interferes with the sale or advertising of Beverages at any time during the Term of this Agreement or if for any reason the use of the Facility declines, then as an option but not as its sole remedy, Bottler may terminate this Agreement and Account shall (i) return the Equipment to Bottler, and (ii) pay to Bottler, within ten (10) days, a pro rata portion of the prepaid Sponsorship Fees and a pro rata refund of the costs of refurbishing and installing the Equipment.
5. Account represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein. Upon expiration or revocation of such authority, then as an option but not its sole remedy, Bottler may terminate this Agreement, and Account shall (i) return the Equipment to Bottler, and (ii) pay to Bottler, within ten (10) days, a pro rata portion of the prepaid Sponsorship Fees and a pro rata refund of the costs of refurbishing and installing the Equipment.
6. Bottler shall have the right to withhold and not pay further Sponsorship Fees or any other amounts which may become payable to Account pursuant to this Agreement if (i) Account has

failed to perform its obligations hereunder, (ii) Bottler's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties.

H. Miscellaneous. This Agreement and its Exhibits constitutes the entire understanding of the parties and no terms may be altered or waived except by the mutual written consent of both parties. This Agreement may not be assigned by or otherwise conveyed by Account or Bottler without written consent. Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approval required in order to fully perform its obligations hereunder.

Bottler:

By: _____

Printed Name: _____

Title: _____

Date: _____

Account:

By: Alan Baloun

Printed Name: Al Baloun

Title: Recreation Director, City of Windsor

Date: 4/19/06

Reviewed by City Attorney:

Daniel McDonnell

Date: April 12, 2006

EXHIBIT A

Pricing Schedule

<u>Package</u>	<u>*Price Per Case</u>
20 ounce bottles (carbonated)	\$ 19.20
20 oz. bottles Dasani Water	\$ 19.20
20 ounce bottles (POWERADE)	\$ 19.20
20 oz. bottles Juice drinks	\$ 19.20

* Subject to annual, wholesale pricing increase, not to exceed 3%.

CITY OF WINDOM
APPLICATION FOR BUSINESS SOLICITATION
Re: City Code, Chapter 6-Sec. 6.40

Tara Lynn
\$40.00
Annual License
Fee
OK 1250
83137

Solicitor's Name: Christensen Tara Lynn
Last First Middle

Date of Birth: 9-18-86

Driver's License Number: Q887144983823 State of Issue: MN

Address: (Street, City, State, Zip) 1755 17th St.
Windom, MN 56101

Name of Business or Organization: Edward Jones

Address of Business or Organization: 244 9th St.
Windom, MN Phone # 507 831-9998

Purpose of SOLICITATION: introduce myself + Edward Jones

If door to door solicitation indicate area to be solicited: Residential District
 Commercial District

If Transient merchant - state location from which merchandise will be sold _____

If Telephone solicitation - state location from which calls will be made _____

Initial Investigation Fee - \$20.00
Annual License Fee - \$40.00

05-30-2012
Date

Tara Christensen
Applicant's Signature

I have on June 7, ~~2012~~ 2012 collected from applicant \$ 40.00 as prescribed in Section 6.40 of the City Code. Renewal

City Clerk

Referred to the Police Chief on June 7, 2012.
Recommendation: Approved _____ Disapproved _____. If disapproved, give reason: _____

06/07/12
Date

Scott Peterson
Police Chief

Approved by the City Council on _____, 19____.

RESOLUTION #2012-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

**A RESOLUTION EXPRESSING SINCERE APPRECIATION TO
BRIGITTE OLSON FOR HONORABLE AND DEVOTED PUBLIC SERVICE
TO THE CITY OF WINDOM, MINNESOTA**

WHEREAS, the City of Windom wishes to express grateful recognition and appreciation to **BRIGITTE OLSON** for her untiring and valuable service faithfully rendered to the City of Windom commencing on April 30, 1974, through June 29, 2012.

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

1. The City Council, on behalf of its members, City officials, employees of the City of Windom, and the citizens of this community extends to **BRIGITTE OLSON** its expressions of appreciation for serving the City well, and its best wishes for good health, success and prosperity in the years to come.

2. That a copy of this resolution be incorporated in the official records of the City Council of the City of Windom and a copy presented to Brigitte Olson.

Adopted this 19th day of June, 2012.

Kirby G. Kruse, Mayor

Attest: _____

Steven Nasby, City Administrator

MEMORANDUM



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

TO: City Council
FROM: Personnel Committee and Telecommunications Commission
DATE: June 14, 2012
RE: Extension of the Shared Telecom Manager Agreement with SMBS

Southwest Minnesota Broadband Services (SMBS) has indicated their desire to extend the agreement between SMBS and the City of Windom for the services of a shared Telecommunications Manager. The existing agreement expires on June 30, 2012.

Attached is the proposed agreement between the City of Windom and SMBS, including a Memorandum of Understanding with the Telecommunications Manager. Revisions from the prior agreement are shown as **gray areas**. The length of the agreement will remain as one-year and the early termination rights remain the same for both parties.

The Telecommunications Manager is supportive of continuing this relationship. Both the Windom Telecommunications Commission and Personnel Committee have reviewed the extension of this agreement and are recommending approval.

If you have any questions please contact Dan Olsen, Telecommunications Manager at 832-8000 or myself at 831-6129.

AGREEMENT FOR SERVICE
City of Windom and Southwest Minnesota Broadband Services

This Agreement made this _____ day of June, 2012, by and between the City of Windom, a municipal corporation of Cottonwood County, Minnesota, hereafter called "Windom" and the Southwest Minnesota Broadband Services, a Minnesota non-profit corporation, hereafter called "SMBS".

WITNESSETH that whereas, Windom currently employs a full-time Telecommunications Manager; and

WHEREAS, SMBS is in need of employing a part-time Telecommunications Manager on a temporary and interim basis while it is building its telecommunications system and considering a permanent resolution to its need for such services; and

WHEREAS, SMBS has requested Windom to assist it in satisfying its short-term need for staffing its Telecommunications Manager position, and Windom has expressed an willingness to work with SMBS to, on a contract basis, to facilitate SMBS's request according to the term described herein;

NOW, THEREFORE, in consideration of the premises and promises herein contained, the parties agree as set forth below.

1. TERM: The term of this Agreement is for one year, commencing on June ____, 2012 and terminating on June ____, 2013. The parties may mutually agree to extend this term in writing.
2. TERMINATION: Either party may terminate this Agreement by providing the other party thirty (30) days written notice. Either party may terminate this Agreement for cause by providing the other party thirty (30) days written notice of the asserted breach of a provision or provisions of this Agreement. If the party receiving such notice has not cured the asserted breach within that thirty-day notice period, this Agreement shall in all respects be terminated.]
3. NOTICES: All written notices between the parties (including billing) will be addressed as follows:

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

SMBS
Attention: SMBS Board Chair
301 Main Street
Lakefield, MN 56150

4. COMMITMENT OF TIME: To the extent requested by SMBS, Windom will provide to SMBS its Telecommunications Manager, up to one-half (50%) time equivalent based on a 2,080 FTE. It is acknowledged by both parties that the time spent by Windom's Telecommunications Manager at SMBS will change from week to week depending upon the requirements of each of the respective organizations, and

that cooperation and flexibility in arranging and scheduling time will be of primary importance. However, Windom is not required to provide its Telecommunications Manager for more than the equivalent of one-half (50%) time equivalent as measured during the full term of this Agreement.

Telecommunications Manager shall perform work as needed but is not required to work in excess of sixty (60) hours per week without the written consent of Windom, SMBS and Telecommunications Manager.

5. INSURANCE: Telecommunications Manager will remain an employee of Windom. Windom will maintain workers compensation, liability insurance, health insurance and insure automobiles owned by Windom that may be utilized by the Telecommunications Manager. SMBS will insure automobiles owned by SMBS that may be utilized by the Telecommunications Manager. SMBS will also maintain liability insurance for its operations, for all work performed by SMBS, and will carry its own Errors and Omissions policy.
6. COMPENSATION: SMBS shall pay to Windom for said Telecommunications Manager's services the amount of \$75.00 per hour for the percentage of hours spent by said Telecommunications Manager in performing services for SMBS based upon a 40-hour work week regardless of when those hours are incurred. Any time spent by Telecommunications Manager traveling to or from SMBS to or from Windom, or to some other destination on behalf of SMBS, will count as hours worked for SMBS.

Vacation time or sick leave used by Telecommunications Manager during the time period covered by this Agreement will be prorated between Windom and SMBS according to the percent of time spent working at Windom or SMBS over the prior four-week pay period.

Telecommunications Manager's time will be documented solely by the Telecommunications Manager on a timesheet provided by Windom covering two-week segments. Windom is not otherwise responsible for documentation of Telecommunications Manager's time.

7. VEHICLE and CELL PHONE: Windom will be reimbursed at the IRS mileage rate for the Telecommunications Manager traveling to or from SMBS, to or from Windom, or to some other destination on behalf of SMBS. Mileage will be documented solely by Telecommunications Manager on a form to be provided by Windom. Windom is not otherwise responsible for documentation of Telecommunications Manager's mileage claim. Telecommunications Manager has been provided a cell phone and applications for its use for business purposes. SMBS and Windom shall each pay 50% of the monthly charge for Telecommunications Manager's cell phone and user fees.
8. BILLING: Windom shall submit a monthly invoice to SMBS setting forth the hours worked by the Telecommunications Manager on behalf of SMBS during the preceding month, any mileage charges and for cell phone expenses. SMBS shall

pay said invoice in full within thirty (30) days of its receipt. If SMBS disputes a charge it shall do so in writing within ten (10) days of its receipt of the invoice, but it shall be required to pay invoice as defined herein. Within ten (10) business days of a written dispute being received by Windom its City Administrator will meet with the SMBS Board Chair and Telecommunications Manager for resolution. In the event the parties are unable to resolve that dispute, the matter shall be determined by binding arbitration.

9. **EMPLOYMENT:** Windom's Telecommunications Manager shall remain an employee of Windom and nothing herein shall create an employer - employee relationship between Telecommunications Manager and SMBS. Without limiting the generality of the foregoing, the parties agree as follows:
 - a. Windom shall be liable for all wages and other compensation and benefits due to its Telecommunications Manager, and for collecting, remitting, and reporting employment and withholding taxes related thereto and for all workers' compensation coverage, unemployment, and retirement contributions. The Telecommunications Manager shall be considered to be acting in the course of his employment with Windom at all times he is serving either Windom or SMBS, including any time spent in traveling to or from either location or traveling elsewhere on behalf of either party. It is hereby acknowledged and understood by SMBS that Telecommunications Manager has a duty to represent the best interests of Windom; Telecommunications Manager will promptly inform SMBS of any conflicts of interest of which he becomes aware.
 - b. Windom retains right, at any time, for any reasons whatsoever, to remove and replace the individual serving as its Telecommunications Manager subject only to the law and any agreements governing its employment relationship with said Telecommunications Manager. Should Windom's employment of its Telecommunications Manager end, for whatever reason, Windom shall promptly give notice to SMBS. At that point, either party may promptly and immediately terminate this Agreement by written notice, with no further obligation to the other party beyond payment for services (and expenses) rendered prior to the date of termination.
 - c. SMBS has conducted its own review of Windom's current Telecommunications Manager and has made its own independent judgment of said Telecommunications Manager's suitability for its purposes, and Windom makes no assurances or guarantees regarding either its Telecommunications Manager nor any outcomes that may be anticipated by SMBS under this Agreement. Should SMBS determine that said Telecommunications Manager is not fully satisfactory to its purpose, its only remedy shall be to provide notice of termination under Section 2 of this Agreement, refrain from requesting any additional time be provided to it by said Telecommunications Manager, and full compensate Windom for any already used, but not yet paid for time or services.

- d. SMBS acknowledges the need for Windom to retain the ability to direct the work of its Telecommunications Manager and agrees that SMBS will not enter into any additional agreements or contract for services with Windom's Telecommunications Manager for a period of one year following the termination of this Agreement.
10. IDEMNIFICATION: Windom agrees to defend and indemnify SMBS, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses arising out of Windom's or its Telecommunications Manager's performance or failure to perform any duties under this Agreement. SMBS agrees to defend and indemnify Windom, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses arising out of Telecommunication Manager's performance or failure to perform his duties where such performance or failure to perform was directly caused by SMBS.
11. CONFIDENTIALITY: Each party recognizes and acknowledges that said Telecommunications Manager has and will have access to certain confidential information of the other party, including but not limited to non-public data relating to employees and/or facilities and operations of each party. Each party will treat as confidential all confidential information of the other party; will implement reasonable procedures to prohibit the disclosure, unauthorized duplication, use misuse, or removal of the other party's confidential information; and will comply with the provisions of the Minnesota Data Practices Act.
12. NO SOLICITATION: SMBS shall not solicit, induce, recruit, or otherwise take any action the result of which is the creation of an employment relationship between it and Telecommunications Manager at any time during the term of this Agreement nor during a period extending from the date this Agreement is terminated through the date which is one year thereafter.
13. NO PARTNERSHIP OR JOINT VENTURE: The parties hereby specifically declare that the legal relationship created hereby shall not, under any circumstances, constitute a partnership, joint venture, or employee relationship.
14. NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement is intended to confer rights or remedies under or by reason of this Agreement on any person, other than the parties hereto. Nothing in this Agreement is intended to relieve or discharge the obligations or liabilities of any third persons to any party hereto or to give any third party any right of subrogation or action over or against any party hereto.
15. ASSIGNMENT PROHIBITED: This Agreement may not be assigned by either party for any purpose without the prior written consent of the other party.
16. SEVERABILITY: If any provision of this Agreement is held illegal, invalid, or unenforceable, that provision will be fully severable and this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had

never been part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect, and there will be added automatically to this Agreement a legal, valid, and enforceable provision that is as similar to the severed provision as possible.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed:

City of Windom

**Southwest Minnesota
Broadband Services**

Mayor

Board Chair

City Administrator

Board Secretary

**Memorandum of Understanding
Between the City of Windom and Dan Olsen**

Whereas, the City of Windom has contracted with the Southwest Minnesota Broadband Services (SMBS) for Telecommunications Services; and

Whereas, contracted Telecommunications Services will include time and effort by Dan Olsen, acting as Windom's Telecommunications Manager; and

Whereas, said contract between Windom and SMBS will require extra-ordinary effort and time to complete necessary tasks required by Windom and SMBS; and

Whereas, as an inducement for Telecommunications Manager Olsen to perform the services outlined in the attached Agreement between Windom and SMBS, the City of Windom and its employee, Dan Olsen, Telecommunications Manager hereby agree to the following terms and conditions.

1. Dan Olsen, Telecommunications Manager, shall remain an employee of the City of Windom.
2. Duration of the Agreement between Windom and SMBS is solely at the discretion of those parties.
3. Operations at Windomnet are a priority and his duties for Windom will not be diminished in any capacity as a consequence of the Agreement with SMBS.
4. The performance of services for Windom and SMBS the compensation paid to employee will be raised by \$2,000 per month and paid according to the regular payroll schedule.
5. Employee agrees that he is an FSLA Exempt employee and no overtime or compensation time will be accrued for the duration of the Agreement between Windom and SMBS.
6. Employee agrees that he shall return to the City of Windom Pay Plan for Supervisory Employees at Grade 21, Step 12 (his current Grade and Step) whenever the City and SMBS terminate their Agreement or said Agreement expires.
7. Employee shall be eligible to accrue and use both sick leave and vacation during the term of this Memorandum of Understanding.
8. Employee will accurately track his time spent on SMBS activities on the standard City of Windom timesheet each pay period and mileage. Employee will use his best judgment as to the use of time spent and is solely responsible for documenting said time and mileage.

Date: June , 2012

City of Windom, Mayor

Steve Nasby, City Administrator

Dan Olsen, Telecommunications 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: Personnel Committee and Community Center Commission

DATE: June 14, 2012

RE: Community Center Staffing – Filling Vacant Position and Movement to Full-time

The part-time (.5 FTE) Administrative Assistant\Receptionist position is currently vacant due to a recent resignation. Currently the Community Center has two-full time employees, this half-time position and a number of temporary employees (bartenders and seasonal help). The Administrative Assistant\Receptionist position performs office duties, but also assists with preparation for meetings and customer service to groups using the Community Center.

The Community Center Commission is supportive of moving the Administrative Assistant\Receptionist position from .5 FTE to full-time due to the higher volume of activities at the Community Center and additional need for scheduling flexibility.

The Community Center Director has also presented the matter to the Personnel Committee for their review and recommendation. The anticipated cost of moving this position from part-time to full-time is estimated to be \$27,000 due to the increased number of staffing hours and fringe benefits. Attached is the job description for this position.

Due to the timing of the vacancy, during the summer months where the Community Center has the most weddings, the position is recommended to be filled as soon as possible. The Personnel Committee is recommending the advertisement and filling of this position as a full-time Administrative Assistant\Receptionist.

**CITY OF WINDOM
POSITION DESCRIPTION**

Position Title: Full-Time Community Center Administrative Assistant/Receptionist

Supervised By: Community Center Director

Salary Range: Grade 3

Hours Worked: 40 hours per week. The hours of employment are varied. (Hours of anticipated employment could consist of a combination of mornings, afternoons, evenings, weekends and holidays.)

JOB SUMMARY

This Receptionist/Secretarial position requires exceptional office organizational skills. The Reception/Secretary's duties include providing clerical and support services for programs and operations and assistance during event activities such as ticket and bar sales and event setup and cleaning.

Supervision Received: Works under the general and administrative supervision of the Community Center Director.

KNOWLEDGE, SKILLS AND ABILITIES

Ability to perform a variety of secretarial, clerical and support tasks. Responsible for front counter/reception area and customer service.

Knowledge of the operation of computers and computer software and the ability to prepare correspondence and documents through the use of word processing, spreadsheets and database software.

Ability to communicate clearly and effectively, both orally and in writing.

Ability to keep accurate records and prepare reports.

Ability to occasionally lift and move up to 40 pounds.

Willingness to work during non-traditional hours particularly weekends, evenings and holidays.

TYPICAL DUTIES PERFORMED

Processes receipts and accounts receivable billings, enters data, and prepares correspondence, memoranda, reports, invoices, statements, documents and other material from rough draft, dictation or verbal instruction.

Maintains a variety of records, enters data, and prepares reports as needed.

Serves as receptionist both in person and by telephone; screens and refers callers and visitors; answers routine questions concerning department and city functions, services and procedures.

Purchases supplies and materials as needed for the Windom Community Center.

Provides information and promotes the Windom Community Center events and activities.

Possesses the ability to establish and maintain effective working relationships with other employees and the public and to deal with public relation problems courteously and tactfully.

Coordinates concession stand operations.

Provides assistance during events with support activities such as ticket and bar sales, event setup and cleaning as needed and directed.

Coordinates scheduling of the Windom Community Center facility and activities.

Performs related duties as apparent or assigned.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of statements concerning specific duties does not exclude them from inclusion in this position if the work is similar, related or a logical assignment for this position.

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

QUALIFICATIONS

Minimum Requirements: Two years clerical experience, high school diploma or equivalent, computer experience, customer service experience.

Desired: Business school graduate, two years receptionist experience.

Estimated length of time required for new entrant to achieve level of proficiency: 6 months to 1 year.

Date: _____

Approval: _____
Personnel Committee

Approval: _____
City Administrator

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 
DATE: June 14, 2012
RE: Personnel Committee Meetings and Availability of Data – City Attorney Opinion Sought

An inquiry regarding the increased availability of information related to personnel issues has been raised. This information may relate to meeting dates, implementation of existing policy, committee recommendations and access to private or confidential employee data.

Two primary issues for consideration are data privacy and meeting the requirements of open meeting law. Staff has contacted the League of Minnesota Cities (LMC) regarding this issue. The information they provided relates directly to the language in the LMC Human Resources Reference Manual (see below).

Personnel data is classified as public, private, or confidential. Unlike most government data, personnel data is assumed to be classified as private data, unless the statute specifically states that the data is public. Private data can be accessed by the subject and those who have a legitimate business need to have the information.

The following data on government employees is public:

- An employee's name
- An employee's actual gross salary
- Salary range
- The value and nature of employer paid fringe benefits
- The basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary
- An employee's job title and job description
- The terms and conditions of the employment relationship
- An employee's education and training background and previous work experience
- An employee's work-related continuing education
- The existence and status of any complaints or charges against the employee even if the complaint or charge does not result in discipline. (Note: nothing can be released regarding the nature of the complaint unless discipline is imposed.)
- The final disposition of discipline together with the specific reasons for the discipline and data that document the basis of the discipline
- An employee's work location
- An employee's work telephone number

A key point to this LMC guidance rests with the interpretation or definition of "those who have a legitimate business reason" for access to private data. Along with the access of private information then will be the ability to share information and the conducting of business on personnel matters in compliance with the Open Meeting Law. The League of Minnesota Cities cautions that their information is for reference purposes and not a legal opinion, as such, each city should refer matters to their City Attorney. To help move the process along in a timely manner I have contacted the City Attorney and sent him the information from the LMC for the purposes of having a legal opinion prepared.

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	SUBWAY	EXPENSE	34.41
	Total for Department 101		34.41*
CITY OFFICE	CENTER STOP	FUEL SALES	44.79
CITY OFFICE	ELECTRIC FUND	UTILITY BILLING	351.14
CITY OFFICE	STEVE NASBY	EXPENSE	85.47
CITY OFFICE	QUILL CORP	SUPPLIES	111.15
	Total for Department 103		592.55*
P & Z / BUILDING OFF	ELECTRIC FUND	UTILITY BILLING	51.98
P & Z / BUILDING OFF	KRUEGER BODY SHOP	MAINTENANCE	50.00
P & Z / BUILDING OFF	Verizon Wireless	TELEPHONE	34.32
P & Z / BUILDING OFF	FLEET ONE LLC	GAS	106.01
	Total for Department 106		242.31*
CITY HALL	ELECTRIC FUND	MAINTENANCE	36.02
CITY HALL	ELECTRIC FUND	UTILITY BILLING	533.68
CITY HALL	SANDRA HERDER	CLEANING	372.45
CITY HALL	JOB'S LAWN CARE	BOILER INSPECTION	152.50
CITY HALL	JOB'S LAWN CARE	MOW LAWN	100.00
CITY HALL	MELISSA PENAS	CLEANING	372.45
	Total for Department 115		1,567.10*
POLICE	CENTER STOP	FUEL SALES	494.10
POLICE	ELECTRIC FUND	UTILITY BILLING	68.87
POLICE	Verizon Wireless	TELEPHONE	265.26
POLICE	FLEET ONE LLC	GAS	77.45
	Total for Department 120		905.68*
FIRE DEPARTMENT	CENTER STOP	FUEL SALES	22.38
FIRE DEPARTMENT	ELECTRIC FUND	UTILITY BILLING	26.27
FIRE DEPARTMENT	Verizon Wireless	TELEPHONE	34.32
FIRE DEPARTMENT	FLEET ONE LLC	GAS	149.37
	Total for Department 125		232.34*
STREET	CENTER STOP	FUEL SALES	216.37
STREET	ELECTRIC FUND	UTILITY BILLING	2,509.81
STREET	ERICKSON OIL CO	GAS	512.68
STREET	Verizon Wireless	TELEPHONE	39.44
STREET	SANFORD LABORATORIES	TESTING	38.43
	Total for Department 140		3,316.73*
HEALTH & SANITATION	NEAL GRUNEWALD	COMPOST SITE MANAGER	132.00
	Total for Department 145		132.00*
PARKS	ELECTRIC FUND	UTILITY BILLING	280.21
PARKS	ERICKSON OIL CO	GAS	195.40
	Total for Department 165		475.61*
	Total for Fund 01		7,498.73*

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
LIBRARY	ELECTRIC FUND	UTILITY BILLING	241.51
LIBRARY	SANDRA HERDER	CLEANING	372.45
LIBRARY	MELISSA PENAS	CLEANING	372.45
LIBRARY	BETTER HOMES & GARDE	SUBSCRIPTION	11.98
	Total for Department 171		998.39*
	Total for Fund 03		998.39*
AIRPORT	ELECTRIC FUND	MAINTENANCE	15.78
AIRPORT	RED ROCK RURAL WATER	WATER	24.00
AIRPORT	SO. CENTRAL ELECTRIC	POWER COST	337.78
	Total for Department 174		377.56*
	Total for Fund 11		377.56*
AMBULANCE	ELECTRIC FUND	UTILITY BILLING	24.92
AMBULANCE	FLEET ONE LLC	GAS	1,466.02
	Total for Department 176		1,490.94*
	Total for Fund 13		1,490.94*
MULTI-PURPOSE BUILDI	CENTER STOP	FUEL SALES	35.96
MULTI-PURPOSE BUILDI	ELECTRIC FUND	UTILITY BILLING	1,297.17
MULTI-PURPOSE BUILDI	Verizon Wireless	TELEPHONE	34.32
MULTI-PURPOSE BUILDI	RIVER BEND LIQUOR	MERCHANDISE	846.94
MULTI-PURPOSE BUILDI	FLEET ONE LLC	GAS	16.32
	Total for Department 177		2,230.71*
	Total for Fund 14		2,230.71*
N IND PARK	SO. CENTRAL ELECTRIC	POWER COST	45.42
	Total for Department 147		45.42*
	Total for Fund 18		45.42*
	LANDWEHR CONSTRUCTIO	DAM PROJECT	19,527.20
	Total for Department		19,527.20*
	Total for Fund 20		19,527.20*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	9,932.15
LIQUOR	ELECTRIC FUND	UTILITY BILLING	845.20
LIQUOR	WIRTZ BEVERAGE MN WI	MERCHANDISE	5,136.00
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	6,816.00
LIQUOR	A H HERMEL CANDY & T	MERCHANDISE	16.81
LIQUOR	JOHNSON BROS.	MERCHANDISE	3,924.98
LIQUOR	PBC - PEPSI BEVERAGE	MERCHANDISE	176.15
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	711.80
LIQUOR	SOUTHERN WINE & SPIR	MERCHANDISE	1,669.83
LIQUOR	BANK MIDWEST	NSF CHECK - RIVER BEND L	53.00

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Department 180			29,281.92*
Total for Fund 60			29,281.92*
WATER	CENTER STOP	FUEL SALES	490.83
WATER	ELECTRIC FUND	UTILITY BILLING	5,821.38
WATER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	184.37
WATER	Verizon Wireless	TELEPHONE	57.12
Total for Department 181			6,553.70*
Total for Fund 61			6,553.70*
	ELECTRIC FUND	REF-UT PREPAY-CHRIS KROS	45.04
	ELECTRIC FUND	REFUND-PREPAY-MAGALI GON	300.00
	CHRIS KROSCHE	REFUND-UTILITY PREPAYMEN	254.96
	ROSEMARY URY	REFUND - UTILITY PREPAYM	300.00
Total for Department			900.00*
ELECTRIC	CENTER STOP	FUEL SALES	49.36
ELECTRIC	ELECTRIC FUND	UTILITY BILLING	272.41
ELECTRIC	ERICKSON OIL CO	GAS	95.34
ELECTRIC	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	184.37
ELECTRIC	Verizon Wireless	TELEPHONE	39.66
ELECTRIC	FLEET ONE LLC	GAS	35.49
ELECTRIC	WINDOM QUICK PRINT	ENERGY REBATE	388.00
ELECTRIC	CAROL ARNDT	ENERGY REBATE	25.00
ELECTRIC	JAYME BUCKENTIN	ENERGY REBATE	50.00
ELECTRIC	GARY BURMEISTER	ENERGY REBATE	50.00
ELECTRIC	DAVID FJELD	ENERGY REBATE	60.00
ELECTRIC	DOMINIC JONES	ENERGY REBATE	50.00
ELECTRIC	BRUCE KINTZI	ENERGY REBATE	750.00
ELECTRIC	JAMES D MILLER	ENERGY REBATE	1,000.00
ELECTRIC	DOUG REZAC	ENERGY REBATE	1,000.00
ELECTRIC	NEEL SILKER	ENERGY REBATE	35.00
ELECTRIC	ARTHUR STEERE	ENERGY REBATE	25.00
ELECTRIC	BRUCE SLOCUM	ENERGY REBATE	750.00
ELECTRIC	WENDELL WOODCOCK	ENERGY REBATE	850.00
Total for Department 182			5,709.63*
Total for Fund 62			6,609.63*
SEWER	CENTER STOP	FUEL SALES	205.35
SEWER	ELECTRIC FUND	UTILITY BILLING	13,695.97
SEWER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	184.37
SEWER	KRUEGER BODY SHOP	MAINTENANCE	.00
SEWER	Verizon Wireless	TELEPHONE	57.12
Total for Department 183			14,142.81*
Total for Fund 63			14,142.81*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ARENA	CENTER STOP	FUEL SALES	35.18
ARENA	ELECTRIC FUND	UTILITY BILLING	1,265.97
ARENA	Verizon Wireless	TELEPHONE	69.15
ARENA	FLEET ONE LLC	GAS	91.72
	Total for Department 184		1,462.02*
	Total for Fund 64		1,462.02*
ECONOMIC DEVELOPMENT	ELECTRIC FUND	UTILITY BILLING	71.22
ECONOMIC DEVELOPMENT	Verizon Wireless	TELEPHONE	52.74
ECONOMIC DEVELOPMENT	RIVER CITY EATERY	EXPENSE	61.45
	Total for Department 187		185.41*
	Total for Fund 67		185.41*
	MN 9-1-1 PROGRAM	911 SERVICE	1,064.70
	Total for Department		1,064.70*
TELECOMMUNICATIONS	CENTER STOP	FUEL SALES	251.22
TELECOMMUNICATIONS	DISPLAY SYSTEMS INTE	SERVICE	163.88
TELECOMMUNICATIONS	ELECTRIC FUND	UTILITY BILLING	1,941.75
TELECOMMUNICATIONS	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	553.14
TELECOMMUNICATIONS	Verizon Wireless	TELEPHONE	239.10
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	EQUIPMENT	774.99
TELECOMMUNICATIONS	NEUSTAR, INC.	MAINTENANCE	6.50
TELECOMMUNICATIONS	UNIVERSAL SERVICE AD	USER FEES	485.17
TELECOMMUNICATIONS	CHRIS ZIMMERMAN	MOWING	160.00
	Total for Department 199		4,575.75*
	Total for Fund 69		5,640.45*
	Grand Total		96,044.89*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	MCDONALD & SCHRAMMEL	LEGAL FEES	732.00
		Total for Department 101	732.00*
CITY OFFICE	SELECTACCOUNT	PARTICIPANT FEE	116.50
CITY OFFICE	VOYAGER FLEET SERVIC	GAS	44.79
		Total for Department 103	161.29*
P & Z / BUILDING OFF	ELECTRIC FUND	MAINTENANCE	15.78
		Total for Department 106	15.78*
POLICE	LANGUAGE LINE SERVIC	SERVICE	14.06
POLICE	MCDONALD & SCHRAMMEL	LEGAL FEES	3,120.00
POLICE	MCDONALD & SCHRAMMEL	LEGAL SUPPLIES	109.70
POLICE	VOYAGER FLEET SERVIC	GAS	494.10
		Total for Department 120	3,737.86*
FIRE DEPARTMENT	DENISE NICHOLS	MILEAGE	75.48
FIRE DEPARTMENT	CENTURY LINK	TELEPHONE	58.87
FIRE DEPARTMENT	VOYAGER FLEET SERVIC	GAS	22.38
		Total for Department 125	156.73*
STREET	MCDONALD & SCHRAMMEL	LEGAL FEES	288.00
STREET	CENTURY LINK	TELEPHONE	58.87
STREET	VOYAGER FLEET SERVIC	GAS	216.37
STREET	WENCK ASSOCIATES, IN	SEAL COAT	635.40
		Total for Department 140	1,198.64*
RECREATION	BRENDA MULLER	REFUND-HERSHEYS TRACK	50.00
RECREATION	ROBIN RAHN	REFUND-HERSHEYS TRACK	50.00
RECREATION	KARIN SAMDAL	REFUND-K T BALL	45.00
RECREATION	LEON STEEN	REFUND-HERSHEY'S TRACK	50.00
RECREATION	TAMI VESEY	REFUND-HERSHEY'S TRACK	50.00
RECREATION	JO VOXLAND	REFUND - HERSHEY'S TRACK	50.00
RECREATION	BECKI WORMSTADT	REFUND-HERSHEY'S TRACK	50.00
		Total for Department 150	345.00*
PARKS	MTI DISTRIBUTING, IN	MAINTENANCE	348.28
		Total for Department 165	348.28*
		Total for Fund 01	6,695.58*
	TKDA ENGINEERS	ENGINEERING - DESIGN	6,042.44
		Total for Department	6,042.44*
		Total for Fund 11	6,042.44*
POOL	SALLY OLTMANNS	TRAINING	207.00
POOL	BANK MIDWEST	NSF CHECK - POOL	5.00
		Total for Department 175	212.00*
		Total for Fund 12	212.00*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
AMBULANCE	DONNA MARCY	EXPENSE	50.89
AMBULANCE	APRIL HARRINGTON	EXPENSE	13.88
AMBULANCE	Verizon Wireless	TELEPHONE	105.03
AMBULANCE	CENTURY LINK	TELEPHONE	58.87
AMBULANCE	KIM POWERS	EXPENSE	25.94
	Total for Department 176		254.61*
	Total for Fund 13		254.61*
MULTI-PURPOSE BUILDI	A H HERMEL CANDY & T	MERCHANDISE	35.67
MULTI-PURPOSE BUILDI	VOYAGER FLEET SERVIC	GAS	35.96
	Total for Department 177		71.63*
	Total for Fund 14		71.63*
SCDP	SW MN HOUSING PARTNE	GRANT DRAW 13	13,728.00
	Total for Department 163		13,728.00*
	Total for Fund 17		13,728.00*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	5,040.10
LIQUOR	EXTREME BEVERAGE, LL	MERCHANDISE	315.00
LIQUOR	A H HERMEL CANDY & T	MERCHANDISE	351.02
LIQUOR	JOHNSON BROS.	MERCHANDISE	6,374.15
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	1,794.70
LIQUOR	WINE MERCHANTS	MERCHANDISE	103.50
	Total for Department 180		13,978.47*
	Total for Fund 60		13,978.47*
WATER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	116.67
WATER	SOURCE ONE SOLUTIONS	POSTAGE	2.40
WATER	SOURCE ONE SOLUTIONS	SPECIAL SERVICES	19.98
WATER	SOURCE ONE SOLUTIONS	UTILITY BILL - SERVICES	783.66
WATER	CENTURY LINK	TELEPHONE	58.87
WATER	VOYAGER FLEET SERVIC	GAS	490.83
	Total for Department 181		1,472.41*
	Total for Fund 61		1,472.41*
	ELECTRIC FUND	REFUND-UT PREPAY-BIANCA	83.50
	BIANCA CALDERON	REFUND-UTILITY PREPAYMEN	216.50
	ANDREW MURPHREE	REFUND-UTILITY PREPAYMEN	300.00
	Total for Department		600.00*
ELECTRIC	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	116.66
ELECTRIC	SOURCE ONE SOLUTIONS	POSTAGE	2.40
ELECTRIC	SOURCE ONE SOLUTIONS	UTILITY BILL - SERVICES	1,616.31
ELECTRIC	CENTURY LINK	TELEPHONE	55.40
ELECTRIC	VOYAGER FLEET SERVIC	GAS	49.36

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
		Total for Department 182	1,840.13*
		Total for Fund 62	2,440.13*
SEWER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	116.66
SEWER	SOURCE ONE SOLUTIONS	POSTAGE	2.40
SEWER	SOURCE ONE SOLUTIONS	UTILITY BILL - SERVICES	783.66
SEWER	CENTURY LINK	TELEPHONE	260.60
SEWER	VOYAGER FLEET SERVIC	GAS	205.35
SEWER	MICKELSEN MANOR-SOGG	REFUND-SEWER CHG ON SPRI	2,027.48
		Total for Department 183	3,396.15*
		Total for Fund 63	3,396.15*
ARENA	ELECTRIC FUND	MAINTENANCE	63.02
ARENA	VOYAGER FLEET SERVIC	GAS	35.18
		Total for Department 184	98.20*
		Total for Fund 64	98.20*
ECONOMIC DEVELOPMENT	MCDONALD & SCHRAMEL	LEGAL FEES	192.00
		Total for Department 187	192.00*
		Total for Fund 67	192.00*
TELECOMMUNICATIONS	BIG TEN NETWORK	SUBSCRIBER	2,380.40
TELECOMMUNICATIONS	BLUEHIGHWAYS	SUBSCRIBER	166.50
TELECOMMUNICATIONS	FOX SPORTS	SUBSCRIBER	10,212.00
TELECOMMUNICATIONS	FOX TELEVISION STATI	SUBSCRIBER	3,141.57
TELECOMMUNICATIONS	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	350.01
TELECOMMUNICATIONS	HUB TELEVISION NETWO	SUBSCRIBER	121.56
TELECOMMUNICATIONS	HUBBARD BROADCASTING	SUBSCRIBER COUNT	600.30
TELECOMMUNICATIONS	KARE GANNETT CO., IN	SUBSCRIBER	1,500.75
TELECOMMUNICATIONS	LIFETIME	SUBSCRIBER	1,133.50
TELECOMMUNICATIONS	SOURCE ONE SOLUTIONS	POSTAGE	7.21
TELECOMMUNICATIONS	SOURCE ONE SOLUTIONS	UTILITY BILL - SERVICES	1,714.27
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	SUBSCRIBER	38,668.99
TELECOMMUNICATIONS	RIVER CITY EATERY	EXPENSE	34.73
TELECOMMUNICATIONS	TOWER DISTRIBUTION C	SUBSCRIBER	341.77
TELECOMMUNICATIONS	VOYAGER FLEET SERVIC	GAS	251.22
TELECOMMUNICATIONS	BANK MIDWEST	NSF - CITY	283.23
		Total for Department 199	60,908.01*
		Total for Fund 69	60,908.01*
	COLONIAL LIFE INSURA	INSURANCE	8.82
		Total for Department	8.82*
		Total for Fund 70	8.82*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Grand Total			109,498.45*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY OFFICE	CITIZEN PUBLISHING C	COMPUTER SUPPORT	90.00
CITY OFFICE	INDOFF, INC	SUPPLIES	5.87
CITY OFFICE	HY-VEE FOOD STORE	MERCHANDISE	17.32
CITY OFFICE	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
CITY OFFICE	MANTRONICS MAILING S	SUPPLIES	126.75
CITY OFFICE	CARQUEST AUTO PARTS	MAINTENANCE	2.30
	Total for Department 103		248.74*
P & Z / BUILDING OFF	INDOFF, INC	SUPPLIES	18.10
P & Z / BUILDING OFF	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
P & Z / BUILDING OFF	CENTURY BUSINESS PRO	EQUIPMENT	28.64
	Total for Department 106		53.24*
CITY HALL	AMERIGAS - WORTHINGT	WATER TREATMENT	23.46
CITY HALL	CULLIGAN	SERVICE	14.00
CITY HALL	HEARTLAND PAPER COMP	SUPPLIES	166.38
CITY HALL	HOMETOWN SANITATION	HAUL GARBAGE	85.04
	Total for Department 115		288.88*
POLICE	CITIZEN PUBLISHING C	ADVERTISING	100.00
POLICE	COTTONWOOD CO TREASU	DISPATCHING	275.00
POLICE	COTTONWOOD CO TREASU	RENT	1,500.00
POLICE	INDOFF, INC	SUPPLIES	171.26
POLICE	HY-VEE FOOD STORE	MERCHANDISE	30.99
POLICE	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	22.50
POLICE	Verizon Wireless	SERVICE FOR LAP TOPS	78.06
POLICE	SCHWALBACH HARDWARE	MAINTENANCE	55.54
POLICE	COUNTRY PRIDE SERVIC	MAINTENANCE	20.00
	Total for Department 120		2,253.35*
FIRE DEPARTMENT	COTTONWOOD CO TREASU	DISPATCHING	212.50
FIRE DEPARTMENT	INDOFF, INC	SUPPLIES	72.66
FIRE DEPARTMENT	EMERGENCY APPARATUS	MAINTENANCE	2,345.01
FIRE DEPARTMENT	HEITMAN FIRE EQUIP. C	MAINTENANCE	542.80
FIRE DEPARTMENT	JERRY'S REPAIR	MAINTENANCE	282.15
FIRE DEPARTMENT	LAMPERTS YARDS, INC.	MAINTENANCE	49.11
FIRE DEPARTMENT	LUCAN COMMUNITY TV I	MAINTENANCE	74.81
FIRE DEPARTMENT	MANKATO MOBIL - ALPH	MAINTENANCE	127.10
FIRE DEPARTMENT	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
FIRE DEPARTMENT	Verizon Wireless	SERVICE FOR LAP TOPS	52.04
FIRE DEPARTMENT	RIVERSIDE LAUNDRY	SERVICE	299.25
FIRE DEPARTMENT	RUNNING'S SUPPLY	MAINTENANCE	42.53
FIRE DEPARTMENT	SCHWALBACH HARDWARE	MAINTENANCE	6.40
FIRE DEPARTMENT	WINDOM FARM SERVICE	MAINTENANCE	14.28
	Total for Department 125		4,127.14*
EMERGENCY MANAGEMENT	COTTONWOOD CO TREASU	DISPATCHING	12.50
EMERGENCY MANAGEMENT	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	200.00
EMERGENCY MANAGEMENT	SO. CENTRAL ELECTRIC	SUPPLIES	8.08
	Total for Department 130		220.58*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
ANIMALS	COTTONWOOD VET CLINI	VETERINARY SERVICE	187.15
	Total for Department 135		187.15*
STREET	CITIZEN PUBLISHING C	ADVERTISING	133.50
STREET	CITIZEN PUBLISHING C	COMPUTER SUPPORT	67.50
STREET	CONTINENTAL RESEACH	MAINTENANCE	361.99
STREET	COTTONWOOD COUNTY LA	GARBAGE	12.00
STREET	COTTONWOOD SOIL & WA	TANSPORTATION	650.00
STREET	COTTONWOOD CO TREASU	DISPATCHING	125.00
STREET	DEFRIES COLLISION CE	MAINTENANCE	1,234.41
STREET	DICKS WELDING INC	MAINTENANCE	15.77
STREET	GDF ENTERPRISES, INC	MAINTENANCE	582.68
STREET	HOMETOWN SANITATION	HAUL GARBAGE	130.85
STREET	WINDOM AUTO VALU	MAINTENANCE	66.74
STREET	JIFFY-JR. PRODUCTS	SUPPLIES	9.58
STREET	LAMPERTS YARDS, INC.	MAINTENANCE	301.62
STREET	MCLAUGHLIN & SCHULZ,	MAINTENANCE	585.04
STREET	MACQUEEN EQUIP. CO.	MAINTENANCE	76.83
STREET	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
STREET	RUNNING'S SUPPLY	MAINTENANCE	312.56
STREET	SCHWALBACH HARDWARE	MAINTENANCE	42.24
STREET	COUNTRY PRIDE SERVIC	DISCOUNT FOR FUEL	-33.15
STREET	COUNTRY PRIDE SERVIC	MAINTENANCE	1,328.05
STREET	CARQUEST AUTO PARTS	MAINTENANCE	128.93
	Total for Department 140		6,138.64*
RECREATION	CENTER SPORTS	EQUIPMENT	732.10
RECREATION	COCA-COLA BOTTLING C	MERCHANDISE	223.19
RECREATION	GRAPHIC EDGE	T SHIRTS	598.24
RECREATION	PLAY IT AGAIN SPORTS	SUPPLIES	58.25
	Total for Department 150		1,611.78*
PARKS	CENTER SPORTS	EQUIPMENT	235.12
PARKS	COLE PAPER INC.	SUPPLIES	469.61
PARKS	COTTONWOOD CO TREASU	DISPATCHING	37.50
PARKS	HOMETOWN SANITATION	HAUL GARBAGE	74.00
PARKS	WINDOM AUTO VALU	MAINTENANCE	12.54
PARKS	LAMPERTS YARDS, INC.	MAINTENANCE	24.69
PARKS	MTI DISTRIBUTING, IN	MAINTENANCE	201.44
PARKS	RUNNING'S SUPPLY	MAINTENANCE	86.46
PARKS	SCHWALBACH HARDWARE	MAINTENANCE	484.92
PARKS	COUNTRY PRIDE SERVIC	MAINTENANCE	629.22
PARKS	WINDOM FARM SERVICE	MAINTENANCE	59.85
	Total for Department 165		2,315.35*
Total for Fund 01			17,444.85*
LIBRARY	AGRI NEWS	SUBSCRIPTION	25.00
LIBRARY	GE CAPITAL RETAIL -	BOOKS	35.22
LIBRARY	AUDIO GO	BOOKS	112.26

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
LIBRARY	CENTER POINT LARGE P	BOOKS	87.48
LIBRARY	DEMCO	SUPPLIES	97.47
LIBRARY	GALE	BOOKS	520.46
LIBRARY	HEARTLAND PAPER COMP	SUPPLIES	79.96
LIBRARY	INGRAM	BOOKS	2,315.12
LIBRARY	J & K WINDOWS	CLEANING	20.00
LIBRARY	KDOM RADIO	ADVERTISING	68.00
LIBRARY	MICROMARKETING	BOOKS & AUDIO	409.99
LIBRARY	READERS SERVICE	BOOKS	41.22
LIBRARY	SEBCO BOOKS	BOOKS	87.89
LIBRARY	UPSTART	SUPPLIES	32.86
LIBRARY	SMART MONEY	SUBSCRIPTION	26.00
LIBRARY	DISNEY MOVIE CLUB	MOVIES	35.39
	Total for Department 171		3,994.32*
	Total for Fund 03		3,994.32*
	J. H. LARSON	SUPPLIES/MAINTENANCE	995.69
	MANKATO MOBIL - ALPH	ARMER GRANT	93,569.06
	MOTOROLA	RADIOS	383,451.77
	Total for Department		478,016.52*
	Total for Fund 04		478,016.52*
AIRPORT	RUNNING'S SUPPLY	MAINTENANCE	10.67
AIRPORT	SCHWALBACH HARDWARE	MAINTENANCE	8.00
	Total for Department 174		18.67*
	Total for Fund 11		18.67*
POOL	COCA-COLA BOTTLING C	MERCHANDISE	180.29
POOL	HAWKINS, INC	CHEMICALS	1,416.65
POOL	HOMETOWN SANITATION	HAUL GARBAGE	115.30
POOL	MESSER MACHINE & MFG	MAINTENANCE	244.20
POOL	SCHWALBACH HARDWARE	MAINTENANCE	228.21
POOL	SIGNATURE AQUATICS	MAINTENANCE	193.54
POOL	WINDOM FIRE SAFETY	MAINTENANCE	29.00
POOL	CARQUEST AUTO PARTS	MAINTENANCE	41.34
	Total for Department 175		2,448.53*
	Total for Fund 12		2,448.53*
	MANKATO MOBIL - ALPH	EQUIPMENT	3,676.83
	Total for Department		3,676.83*
AMBULANCE	ARROW MANUFACTURING	MAINTENANCE	373.01
AMBULANCE	BOUND TREE MEDICAL,	EQUIPMENT	356.90
AMBULANCE	COTTONWOOD CO TREASU	DISPATCHING	200.00
AMBULANCE	EXPERT T BILLING	BILLING SERVICE	965.25
AMBULANCE	WINDOM AUTO VALU	MAINTENANCE	20.01

CITY OF WINDOM
PM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
AMBULANCE	KDOM RADIO	ADVERTISING	248.60
AMBULANCE	KRUEGER BODY SHOP	MAINTENANCE	127.54
AMBULANCE	MANKATO MOBIL - ALPH	MAINTENANCE	143.63
AMBULANCE	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
AMBULANCE	Verizon Wireless	SERVICE FOR LAP TOPS	78.06
AMBULANCE	PRAXAIR DISTRIBUTION	SERVICE	385.24
AMBULANCE	WINDOM AREA HOSPITAL	SERVICE	1,210.70
	Total for Department 176		4,115.44*
	Total for Fund 13		7,792.27*
MULTI-PURPOSE BUILDI	A & B BUSINESS EQUIP	MAINTENANCE	144.49
MULTI-PURPOSE BUILDI	CITIZEN PUBLISHING C	ADVERTISING	615.61
MULTI-PURPOSE BUILDI	HEARTLAND PAPER COMP	SUPPLIES	291.47
MULTI-PURPOSE BUILDI	HOMETOWN SANITATION	HAUL GARBAGE	103.04
MULTI-PURPOSE BUILDI	KDOM RADIO	ADVERTISING	150.80
MULTI-PURPOSE BUILDI	RUNNING'S SUPPLY	MAINTENANCE	28.85
MULTI-PURPOSE BUILDI	SCHWALBACH HARDWARE	MAINTENANCE	118.23
MULTI-PURPOSE BUILDI	STONER INDUSTRIAL, I	SERVICE	84.22
MULTI-PURPOSE BUILDI	WINDOM QUICK PRINT	SUPPLIES	199.00
	Total for Department 177		1,735.71*
	Total for Fund 14		1,735.71*
LIQUOR	CITIZEN PUBLISHING C	ADVERTISING	97.90
LIQUOR	INDOFF, INC	SUPPLIES	68.47
LIQUOR	ELECTRIC FUND	MAINTENANCE	30.13
LIQUOR	HOMETOWN SANITATION	HAUL GARBAGE	96.12
LIQUOR	S&K LINES	FREIGHT	631.60
LIQUOR	SCHWALBACH HARDWARE	MAINTENANCE	12.79
LIQUOR	WINDOM QUICK PRINT	SUPPLIES	159.00
LIQUOR	CAMPUS CLEANERS	SERVICE	40.10
	Total for Department 180		1,136.11*
	Total for Fund 60		1,136.11*
WATER	CITIZEN PUBLISHING C	ADVERTISING	186.90
WATER	COTTONWOOD CO TREASU	DISPATCHING	100.00
WATER	HAWKINS, INC	CHEMICALS	4,583.00
WATER	GOPHER STATE ONE CAL	LOCATES	36.25
WATER	HOMETOWN SANITATION	HAUL GARBAGE	85.04
WATER	KDOM RADIO	ADVERTISING	261.75
WATER	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
WATER	SOURCE ONE SOLUTIONS	UTILITY BILL - SERVICES	262.72
WATER	RUNNING'S SUPPLY	MAINTENANCE	251.88
WATER	SCHWALBACH HARDWARE	MAINTENANCE	18.69
WATER	HD SUPPLY WATERWORKD	MAINTENANCE	118.17
WATER	WINDOM QUICK PRINT	SUPPLIES	368.56
	Total for Department 181		6,279.46*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 61			6,279.46*
	DITCH WITCH OF MINNE	TRENCHER	14,043.38
	J. H. LARSON	SUPPLIES/MAINTENANCE	140.84
	ODDSON UNDERGROUND I	NEW CONSTRUCTION	6,804.00
	WERNER ELECTRIC	MAINTENANCE	1,248.24
	WESCO DISTRIBUTION,	SUPPLIES	3,954.38
	STUART C IRBY CO INC	MAINTENANCE	21,602.11
Total for Department			47,792.95*
ELECTRIC	BLACKBURN MFG. CO.	MAINTENANCE	89.17
ELECTRIC	CITIZEN PUBLISHING C	ADVERTISING	192.00
ELECTRIC	COTTONWOOD CO TREASU	DISPATCHING	187.50
ELECTRIC	ENGINEERING UNLIMITE	MAINTENANCE	673.41
ELECTRIC	GDF ENTERPRISES, INC	MAINTENANCE	148.27
ELECTRIC	GOPHER STATE ONE CAL	LOCATES	36.25
ELECTRIC	HILLSIDE GREENHOUSE	MAINTENANCE	347.91
ELECTRIC	HOMETOWN SANITATION	HAUL GARBAGE	84.75
ELECTRIC	KDOM RADIO	ADVERTISING	248.50
ELECTRIC	LOCATORS & SUPPLIES,	SUPPLIES	640.86
ELECTRIC	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
ELECTRIC	SOURCE ONE SOLUTIONS	UTILITY BILL - SERVICES	541.86
ELECTRIC	MN DEPT OF COMMERCE	ASSESSMENT	1,255.13
ELECTRIC	HSBC BUSINESS SOLUTI	SUPPLIES	479.69
ELECTRIC	RON'S ELECTRIC INC	MAINTENANCE	677.84
ELECTRIC	RUNNING'S SUPPLY	MAINTENANCE	352.59
ELECTRIC	SCHWALBACH HARDWARE	MAINTENANCE	27.73
ELECTRIC	BRAD BUSSA	CLEANING	184.60
ELECTRIC	SKARSHAUG TESTING LA	SUPPLIES	354.64
ELECTRIC	STONER INDUSTRIAL, I	SERVICE	68.20
ELECTRIC	WERNER ELECTRIC	MAINTENANCE	21.99
ELECTRIC	DEPARTMENT OF ENERGY	POWER COST	110,736.77
ELECTRIC	WINDOM AREA DEVELOPM	INDUSTRIAL DEVELOPMENT	1,200.00
ELECTRIC	WINDOM TOWING CO	TIRES	25.00
ELECTRIC	ZIESKE LAND SURVEYIN	SERVICE	370.00
ELECTRIC	NORTHERN INSULATION	ROOF REPAIR	18,485.00
ELECTRIC	OAK GROVE FARM	SAFETY JACKETS	24.00
Total for Department 182			137,460.16*
Total for Fund 62			185,253.11*
SEWER	COTTONWOOD COUNTY LA	GARBAGE	10.00
SEWER	COTTONWOOD CO TREASU	DISPATCHING	100.00
SEWER	INDOFF, INC	SUPPLIES	56.33
SEWER	HAWKINS, INC	CHEMICALS	2,115.06
SEWER	GOPHER STATE ONE CAL	LOCATES	36.25
SEWER	WINDOM AUTO VALU	MAINTENANCE	73.43
SEWER	JIFFY-JR. PRODUCTS	SUPPLIES	9.58
SEWER	LAMPERTS YARDS, INC.	MAINTENANCE	14.40
SEWER	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
SEWER	SOURCE ONE SOLUTIONS	UTILITY BILL - SERVICES	262.72
SEWER	MN MANURE SPECIALIST	SUPPLIES	157.82
SEWER	MN VALLEY TESTING	TESTING	5,009.05
SEWER	DUANE W. NIELSEN COM	SERVICE	572.60
SEWER	RUNNING'S SUPPLY	MAINTENANCE	414.24
SEWER	SCHWALBACH HARDWARE	MAINTENANCE	52.34
SEWER	SUNSHINE FILTERS	MAINTENANCE	459.24
SEWER	USA BLUE BOOK	MAINTENANCE	147.11
SEWER	CARQUEST AUTO PARTS	MAINTENANCE	10.31
SEWER	FLEXIBLE PIPE TOOL C	MAINTENANCE	1,006.95
		Total for Department 183	10,513.93*
		Total for Fund 63	10,513.93*
ARENA	CITIZEN PUBLISHING C	ADVERTISING	429.00
ARENA	COTTONWOOD VET CLINI	VETERINARY SERVICE	180.00
ARENA	FEDERAL EXPRESS CORP	TRANSPORTATION	244.58
ARENA	FERRELLGAS	GAS	134.66
ARENA	GDF ENTERPRISES, INC	MAINTENANCE	12.12
ARENA	HOMETOWN SANITATION	HAUL GARBAGE	130.88
ARENA	HY-VEE FOOD STORE	MERCHANDISE	198.83
ARENA	JERRY'S REPAIR	MAINTENANCE	504.77
ARENA	KDOM RADIO	ADVERTISING	78.00
ARENA	LAMPERTS YARDS, INC.	MAINTENANCE	30.59
ARENA	MESSER MACHINE & MFG	MAINTENANCE	5.86
ARENA	RUNNING'S SUPPLY	MAINTENANCE	108.88
ARENA	SCHWALBACH HARDWARE	MAINTENANCE	5.87
ARENA	STONER INDUSTRIAL, I	SERVICE	9.55
ARENA	COUNTRY PRIDE SERVIC	MAINTENANCE	287.81
		Total for Department 184	2,361.40*
		Total for Fund 64	2,361.40*
ECONOMIC DEVELOPMENT	CITIZEN PUBLISHING C	ADVERTISING	675.75
ECONOMIC DEVELOPMENT	CITIZEN PUBLISHING C	COMPUTER SUPPORT	90.00
ECONOMIC DEVELOPMENT	INDOFF, INC	SUPPLIES	11.11
ECONOMIC DEVELOPMENT	WINDOM QUICK PRINT	SUPPLIES	199.00
ECONOMIC DEVELOPMENT	CENTURY BUSINESS PRO	EQUIPMENT	57.27
		Total for Department 187	1,033.13*
		Total for Fund 67	1,033.13*
TELECOMMUNICATIONS	ADARA TECHNOLOGIES I	EQUIPMENT & PROF SERVICE	10,500.00
TELECOMMUNICATIONS	AZAR COMPUTER SOFTWA	SUPPORT JULY-SEPT	1,950.00
TELECOMMUNICATIONS	COMCAST MEDIA CENTER	SUBSCRIBER	23.80
TELECOMMUNICATIONS	ELITE MECHANICAL SYS	SERVICE	27,599.58
TELECOMMUNICATIONS	FIBER INSTRUMENT SAL	MAINTENANCE	946.18
TELECOMMUNICATIONS	GOPHER STATE ONE CAL	LOCATES	36.25
TELECOMMUNICATIONS	GRAYBAR ELECTRIC CO	EQUIPMENT	86.54
TELECOMMUNICATIONS	HOMETOWN SANITATION	HAUL GARBAGE	73.92

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
TELECOMMUNICATIONS	IMC NETWORKS CORP	MAINTENANCE	880.00
TELECOMMUNICATIONS	KDOM RADIO	ADVERTISING	164.00
TELECOMMUNICATIONS	LIFETIME	SUBSCRIBER	1,110.00
TELECOMMUNICATIONS	LIFETIME MOVIE NETWO	SUBSCRIBER	30.00
TELECOMMUNICATIONS	SOURCE ONE SOLUTIONS	UTILITY BILL - SERVICES	574.70
TELECOMMUNICATIONS	NATIONAL CABLE TV CO	EQUIPMENT	426.69
TELECOMMUNICATIONS	ODDSON UNDERGROUND I	NEW CONSTRUCTION	150.00
TELECOMMUNICATIONS	PLUNKETT'S PEST CONT	SERVICE	465.62
TELECOMMUNICATIONS	RUNNING'S SUPPLY	MAINTENANCE	129.58
TELECOMMUNICATIONS	RUSHMORE INDUSTRIES,	FREIGHT	32.89
TELECOMMUNICATIONS	SCHWALBACH HARDWARE	MAINTENANCE	170.30
TELECOMMUNICATIONS	SDN COMMUNICATIONS	SERVICE	2,839.78
TELECOMMUNICATIONS	SHOWTIME NETWORKS IN	SUBSCRIBER	403.62
TELECOMMUNICATIONS	SOUTHWEST/WEST CENTR	SERVICE	833.33
TELECOMMUNICATIONS	STONER INDUSTRIAL, I	SERVICE	38.26
TELECOMMUNICATIONS	TECHNOLOGY PLANNERS,	SERVICE	5,453.67
TELECOMMUNICATIONS	TRANSCEND UNITED TEC	TELEPHONES	2,982.25
TELECOMMUNICATIONS	CARQUEST AUTO PARTS	MAINTENANCE	417.99
TELECOMMUNICATIONS	WOODSTOCK TELEPHONE	SERVICE	205.10
TELECOMMUNICATIONS	MANKATO NETWORKS LLC	SERVICE	1,275.00
TELECOMMUNICATIONS	HURRICANE ELECTRIC L	INET SERVICE	1,000.00
TELECOMMUNICATIONS	POWER & TEL	MAINTENANCE	4,324.11
TELECOMMUNICATIONS	MODERN ENTERPRISE SO	MAINTENANCE	1,588.63
TELECOMMUNICATIONS	OOKLA	ANNUAL LICENSE TEST	495.00
	Total for Department 199		67,206.79*
	Total for Fund 69		67,206.79*
	LAW ENFORCMENT LABOR UNION DUES		252.00
	LOCAL UNION #949 UNION DUES		1,592.41
	Total for Department		1,844.41*
	Total for Fund 70		1,844.41*
	Grand Total		787,079.21*



AIA Document G702™ - 1992

Application and Certificate for Payment

Page 1 of 5

TO OWNER: City of Window, Window, Minnesota PROJECT: Wastewater Treatment Imp. Window, Minnesota

APPLICATION NO: 7 PERIOD TO: 5/25/12

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

Distribution to: OWNER ARCHITECT CONTRACTOR FIELD OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM \$ 2,260,000.00
- 2. NET CHANGE BY CHANGE ORDERS \$ -0-
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,260,000.00
- 4. TOTAL COMPLETED & STORED-TO-DATE (Column G on G703) \$ 1,141,508.00
- 5. RETAINAGE:
 - a. $\frac{5}{100}$ % of Completed Work (Columns D + E on G703) \$ 45,051.50
 - b. $\frac{5}{100}$ % of Stored Material (Column F on G703) \$ 12,023.90
- Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 57,075.40
- 6. TOTAL EARNED LESS RETAINAGE \$ 1,084,432.60 (Line 4 minus Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 847,313.55 (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 237,119.05
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 1,175,567.40 (Line 3 minus Line 6)

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

CONTRACTOR: Robert L. Carr Co. By: [Signature] State of: Minnesota

Date: 5/31/12

County of: Lyon Subscribed and sworn to before me this 31st



Notary Public: [Signature] My commission expires: 1/31/15

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 237,119.05 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] By: [Signature] Date: 6-8-12

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

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

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

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City of Window: _____ Date: _____

Wastewater Treatment Improvements
Windom, Minnesota

APPLICATION NO. 7
PERIOD TO: 05/25/12
APPLICATION DATE: 5/31/12

A	B	C	WORK COMPLETED			G	H
			D	E	F		
SECT. NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPS.	THIS PERIOD	STORED MATERIALS & STORED	TOTAL COMPLETED & STORED	BALANCE TO FINISH
2550	Site Utilities	21,000	5,040			5,040	15,960
2600	Roads, Walks, and Curbs	10,000				0	10,000
2920	Seeding and Turf Restoration	5,000				0	5,000
2371	Erosion Control	18,000	6,300			6,300	11,700
3200	Concrete Reinforcement						
	Material	30,000	30,000		0	30,000	0
	Labor	15,000	15,000			15,000	0
3300	Cast-in-Place Concrete						
	Lift Station 1st Lift	75,000	75,000			75,000	0
	Lift Station 2nd Lift	75,000	75,000			75,000	0
	Lift Station 3rd Lift	75,000	75,000			75,000	0
	Vault	25,000	15,000	5,000		20,000	5,000
	Miscellaneous Concrete	20,000	15,000			15,000	5,000
	Subtotal	981,805	616,305	15,000	26,281	657,586	324,219

APPLICATION NO. 7
 PERIOD TO: 05/25/12
 APPLICATION DATE: 5/31/12

Wastewater Treatment Improvements
 Windom, Minnesota

A	B	C	D	E	F	G	H	
SECT. NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPS.	THIS PERIOD COMPLETED	STORED MATERIALS	TOTAL COMPLETED & STORED	%	BALANCE TO FINISH
5500	Metals	10,725	9,725		0	9,725	91%	1,000
9900	Painting	15,000				0	0%	15,000
11280	Hydraulic Gates	25,000				0	0%	25,000
11310	Submersible Centrifugal Pumps	215,000		210,000	0	210,000	98%	5,000
11312	Vortex Pumps	50,000			45,000	45,000	90%	5,000
11321	Grit Separation	50,000			45,000	45,000	90%	5,000
11335	Mechanical Bar Screen	175,000			122,804	122,804	70%	52,196
15060	Process Piping Lift Station	40,000	35,000	5,000	0	40,000	100%	0
	Wastewater	20,000			1,393	1,393	7%	18,607
16010	Electrical General Provisions	14,470		2,500		2,500	17%	11,970
16100	Basic Material & Methods	45,000		7,500		7,500	17%	37,500
	Subtotal	1,642,000	661,030	240,000	240,478	1,141,508	70%	500,492

Contractor: Robert L. Carr Co.

Re: Wastewater Treatment Improvements
 Windom, Minnesota

Subject: Unit price billing

Item A: Interceptor Sewer Replacement	Actual Qty/Unit	Unit Price	Amount
1. Remove Sanitary Manhole		\$500.00	\$0.00
2. 8" PVC Sanitary Sewer Pipe		\$45.00	\$0.00
3. 21" PVC Sanitary Sewer Pipe		\$215.00	\$0.00
4. Sanitary Manhole, DES 4007-48"		\$510.00	\$0.00
5. Sanitary Sewer Manhole DES Special	10	\$1,100.00	\$11,000.00
6. Sanitary Sewer Outside Drop	10.6	\$200.00	\$2,120.00
7. Sanitary Sewer Inside Drop		\$1,750.00	\$0.00
8. Sanitary Sewer Manhole Casting Assembly		\$500.00	\$0.00
9. Chimney Seal, Sanitary Manhole		\$300.00	\$0.00
10. Cleanout		\$800.00	\$0.00
Total - Item A			\$13,120.00

Item B: Inverted Siphon/River Crossing Replacement

1. Remove Sanitary Manhole		\$500.00	\$0.00
2. 18" PVC Sanitary Sewer Pipe	56	\$48.00	\$2,688.00
3. 6" HDPE DR 11 (DIPS) Trenchless Sanitary Sewer Pipe	220	\$75.00	\$16,500.00
4. 14" HDPE DR 11 (IPS) Trenchless Sanitary Sewer Pipe	220	\$130.00	\$28,600.00
5. Sanitary Manhole, DES 4007-48"	8.5	\$250.00	\$2,125.00
6. Sanitary Manhole, Siphon Inlet Structure	9.2	\$910.00	\$8,372.00
7. Sanitary Sewer Manhole Casting Assembly	2	\$500.00	\$1,000.00
8. Chimney Seal, Sanitary Manhole	2	\$300.00	\$600.00
Total Item B			\$59,885.00

STORED MATERIAL INVENTORY
 Wastewater Treatment Improvements
 Windom, Minnesota

ATTACHMENT TO APPLICATION AND CERTIFICATE
 PER PAY REQUEST NO. 7

Period to:

Item No.	Description	1st Pay No.	Supplier	Invoice No.	Invoice Amount	Amount Stored Prev. App.	Amount Installed Prev. App.	Net Amt. Stored This App.
A	Interceptor Sewer	1	HD Supply (Schmidt)	4029734	24,977.32	15,408		15,408
A	Interceptor Sewer	2	Hancock (Schmidt)	169207	4,964.24	4,964		4,964
A	Interceptor Sewer	2	Hancock (Schmidt)	169208	7,507.15	5,909		5,909
15060	Process Piping/Wastewater	6	HD Supply Waterworks	4561611	13,925.81	1,393		1,393
15060	Process Piping/Lift Station	5	HD Supply Waterworks	4304526	26,708.19	5,000	5,000	0
11310	Submersible Pumps	5	Electric Pump	Contract	198,205.03	198,205	198,205	0
11335	Bar/Filter Screen	7	Parkson Corp.	5120070	83,259.38			83,260
11335	Aqua wash press unit	7	Parkson Corp.	Contract	39,543.75			39,544
11312	Vortex Pumps	7	Vessco, Inc.	53999	140,921.88			45,000
11321	Grit Separation	7	Vessco, Inc.	Inc. Above	Inc. Above			45,000
TOTALS					540,012.75	230,879.00	203,205	240,478

MAY 21 2012



Phone 954.974.0610 Fax 954.974.0182

The equal employment opportunity clauses of Title 41 Code of Federal Regulations, Chapters 60-1.4, 60-250.5 and 60-741.5 are incorporated herein by reference.

REMIT TO:

Parkson Corporation
P.O. Box 863098
Orlando, Florida 32886-3098

INVOICE		
Invoice/CM Number	Date	Page
AR1/ 5120070	05-14-2012	1

BILL TO:

Robert L. Carr Co.
PO Box 1215
1601 N. Highway 59
Marshall, MN 56258-1215

SHIP TO:

City of Windom WTP
400 South Drake Avenue
Windom, MN 56101
Gordy Engesome 507/829-3502

CUSTOMER #	CUSTOMER P.O. NUMBER	ORDER DATE	PROJECT NO	REFERENCE	ORDER #
005620	Signed Quote	10-25-2011	201303	VESSCO	201303

ITEM #	DESCRIPTION	TAX	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
20130301	Packing Slip : 95658				
0900056	AG-MN-T 2.5 x 6	MN65	1.00 ea	70300.00 ea	70300.00
0900000	Retainage	MN65	1.00 ea	3700.00 ea	3700.00
0900000	Freight	MN65	1.00 ea	2500.00 ea	2500.00
0900001	Field Service	MN00	1.00 ea	1500.00 ea	1500.00

Bar / Filter Screen

1811

5120070	6646	297
411-10	85739.38	3%
	24162.47	
	79096.41	11-335

115000.00
115000.00

Costs	Tax	6.8 %	Total USD
7700.00		5259.38	83259.38

Delivery : FOB Origin, Freight Prepaid
Payment : Net 30 Days
Tax No. :

* Any local sales taxes applicable to this order are the responsibility of the purchaser.
* DELINQUENT ACCOUNTS ARE SUBJECT TO FINANCE CHARGES OF 1.5% PER MONTH UNTIL PAID.

EQUAL OPPORTUNITY EMPLOYER

Stored Material
Buy Request No. 7
Section 11335

STORED MATERIAL

Re: Wastewater Treatment Improvements
Windom, Minnesota

Payment request no. 7 (period to 5/25/12)

Item: Aqua Wash Press unit

Vendor: Parkson Corporation

Section 11335 - Mechanical Bar Screen

Amount \$ 37,000.00

Sales tax 2,543.75

Total \$ 39,543.75

STANDARD CONTRACT AGREEMENT

(Special Form for Materials Only)

Prepared by the Standard Forms Committee—Builder's Division
ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA
1968 Edition

JAN 12 2012



This AGREEMENT, made this 18th day of October, 2011, by and between

ROBERT L. CARR CO., 1601 North Highway 59, Marshall, Minnesota 56258
hereinafter called the Contractor, and PARKSON CORPORATION, 562 Bunker Court,
Vernon Hills, Illinois 60061
hereinafter called the Vendor.

WITNESSETH, that, WHEREAS, the Contractor has heretofore entered into a contract with
City of Windom, 444 9th Street
of Windom, Minnesota, hereinafter called the Owner, to perform certain labor and furnish
certain material for the erection and completion of
Wastewater Treatment Improvements, Mankato, Minnesota
as per plans and specifications and addenda 1, 2, 3 and 4 prepared by
Bolton & Menk, Inc. of Mankato, Minnesota

The Vendor Agrees as Follows:

ARTICLE I. To furnish and deliver F.O.B. shipping point with freight allowed to the job all the material necessary to complete the following portions of the work included in said contract between the Contractor and Owner in all respects, as the Contractor is required by said plans and specifications to do, Namely:

Refer to the attached rider.

ARTICLE II. That the material called for in this contract is to be furnished promptly when requested by the Contractor so that the work will not be delayed waiting for such material, and the Vendor agrees to complete the delivery of material covered by this contract at such times and in such manner that the contractor can complete all of the work included in its contract with the Owner on or before the day of TBP. If delivery is not made as herein provided, it is hereby agreed that damages arising from the nonfulfillment of this contract as regards time shall be deducted from the contract price.

The following schedule of delivery dates shall be effective in this contract:

Submittals: within six weeks after receipt of this contract and any additional information requested by vendor

Equipment: within twelve weeks after receipt of an approved submittal

Jobsite delivery address (refer to attached map)

ARTICLE III. To pay for all materials, skill, labor and instrumentalities used in, or in connection with, the performance of this contract, when and as bills or claims therefor become due, and to save and protect the premises, the Owner, and the Contractor from all claims and mechanics' liens on account thereof, and to furnish satisfactory evidence to the Contractor when and if required, that he has complied with the above requirements. This provision shall not be construed as a waiver of the right of the Vendor to file and enforce a lien claim as against the Owner in the event of the Contractor's failure to pay the Vendor.

ARTICLE IV. That he has examined all the plans and read all the specifications and addenda prepared by the Architect, for the entire work, of which the materials covered by this contract is a part, and that he will be bound by any and all parts of said plans and specifications and addenda insofar as they relate to the material herein undertaken to be furnished.

ARTICLE V. That the material to be furnished under this contract will be in strict accordance with the requirements of the plans and specifications and addenda, and that samples of such materials and shop drawings required will be furnished for the approval of the Architect and the Owner and that all materials furnished shall be in strict accordance with such approved samples and/or shop drawings.

ARTICLE VI. To make any and all changes, furnishing the materials that the Contractor may require without nullifying this agreement, at a reasonable addition to, or reduction from, the contract price, hereinafter named, NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE CONTRACTOR. The amount to be paid by the Contractor, or allowed by the Vendor, by virtue of such alterations, shall be stated in such written order.

ARTICLE VII. To comply with all Federal and State laws, codes and regulations and all municipal ordinances and regulations effective where the work is to be performed under this contract and to pay all fees, taxes, including sales and use taxes, and expenses connected with such compliance.

The Contractor Agrees as Follows:

ARTICLE VIII. To pay the Vendor for such material herein undertaken to be furnished the sum of.....
One hundred fifteen thousand and no/100..... (\$ 115,000.00)
Dollars plus 6.875% Minnesota sales tax to be added and invoiced except on the
cost of on site services which is exempt
subject to additions and deductions as hereinbefore provided, and such sum
shall be paid by the Contractor to the Vendor as the material is delivered in monthly installments, as follows:

- 1. 95% within 45 days after receipt of shipment (partial or complete) or invoice, whichever is later
- 2. 5% balance within 45 days after a) shipment is complete, b) submittals including operation and maintenance manuals are received and c) the vendor has completed its on site requirements

ARTICLE IX. It is mutually agreed between the parties hereto, that no payment made under this contract, except the final payment, shall be conclusive evidence of the performance of this contract, either in whole or in part, and that no payment shall be construed to be an acceptance of improper materials.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

In Presence of:
Steven A. Anderson

In Presence of:
Chris M. Stee
291parkson

ROBERT L. CARR CO. (SEAL)
Contractor

By *[Signature]*
PARKSON CORPORATION (SEAL)
Vendor

By *[Signature]*
PARKSON CORPORATION
Contracts Leader
As per Letter of Acknowledgment dated 1/11/12

Rider no. 1 to the subcontract dated October 18, 2011 between
Robert L. Carr Co. and Parkson Corporation

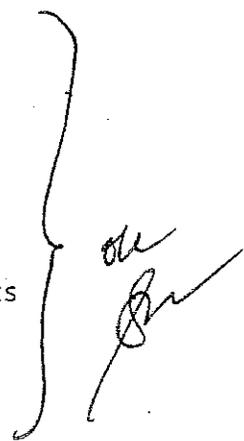
Re: Wastewater Treatment Improvements
Windom, Minnesota

The contract includes:

1. Section 11335 - Mechanical Bar Screen

Exclusions

- a. part 2.4 - screening container ✓
- b. part 2.5 - safety guard ✓
- c. spare parts (part 2.6) as listed below: ✓
 - one year supply of all recommended lubricants
 - one complete solenoid valve assembly
 - two limit switches of each type
- d. part 2.8 - manual bar screen ✓
- e. local control station ✓

A large handwritten bracket on the right side of the page, spanning from item 'c' down to item 'e'. To the right of the bracket is a handwritten signature.

2. The attached nine page quotation dated September 16, 2011 from
Parkson Corporation is included except as modified herein and below:

- a. Revise item XIII - Applicable Laws and Governing Law as follows:
substitute "Minnesota" for "Florida".
- b. Revise item XIV - Dispute Resolution as follows:
substitute "Cottonwood County, Minnesota" for "Broward County,
Florida".

A handwritten signature on the right side of the page, corresponding to the modifications in section 2.

Quotation

NUMBER: 201303

DATE: September 16, 2011

TO: All Bidding Contractors

REF.: Windom, MN WWTP Improvements
Specification Section 11335-
Mechanical Bar Screen

Parkson Corporation is pleased to provide this quotation for the following:

ITEM 1 One (1) Aqua Guard® self-cleaning bar/filter screen model AG-MN-T

Equipment Description:

1. Unit shall be 2'-6" wide (W) and designed for installation in a channel 2'-6" wide x 3'-0" deep (H). Solids larger than 6 mm nominal screen opening shall be removed from the flow and conveyed to a discharge point 3'-0" above the top of the channel. When installed, the screen shall be inclined 75° from the horizontal and have a total discharge height (H1) of 6'-0" (as measured from the base of the screen to the discharge point).
2. Unit shall be capable of passing a peak flow of 3.5 MGD. The head loss across the screen at this flow will be 13" assuming a downstream water level of 1.25'. The head loss calculation is based on assumption of a clean screen, clean water and **steady state flow**.
3. Materials of construction will be as follows:
Frame: Type 304 stainless steel, 3/16" thick.
Filter elements: High impact plastic.
Side plates: High impact plastic.
Shafts, chain links, guide rails, drive sprocket inserts: Type 304 stainless steel.
Rollers: 400 series stainless steel (heat treated).
Chain bushings: 400 series stainless steel (heat treated).
Side seals: Neoprene rubber, with type 304 stainless steel backing plates.
Anchor bolts: Type 304 stainless steel.
4. Motor to be 1/2 HP explosion-proof, 230/460V, 3 Ø, 60 Hz.
5. Electrical overload device consisting of an SSAC current monitor.
6. Manifold lubrication system.
7. Covers fabricated of 14 gauge type 304 stainless steel, to enclose the portion of the screen above the channel.
8. Discharge chute fabricated of 14 gauge type 304 stainless steel, to feed into the screenings wash press inlet chute.
9. E-stop pushbutton in a NEMA 7 enclosure.
10. Main control panel furnished in a remotely located NEMA 12 enclosure, housing controls for both the screen and wash press units. To include motor starters, control transformer, main disconnect, ultrasonic level sensor, repeat cycle timers, and all other necessary switches, lights, and pushbuttons. **NOTE: PLC is not included as part of the control panel.**
11. Spare parts consisting of twenty (20) filter elements, ten (10) side plates, twenty (20) 3/4" diameter snap rings, ten (10) 63/64" diameter snap rings, one (1) rotating brush core replacement assembly, and three (3) fuses of each size and type. Limit switches are not applicable to this project and as such will not be provided as spare parts.

12. The Aqua Guard screen shall be factory assembled and tested, and shall be shipped to job site fully assembled (motor/reducer assembly may be removed and crated separately for shipment). No field assembly (other than mounting motor/reducer) shall be required.

One (1) Aqua Wash Press® unit model AWP8-2

Equipment Description:

1. The Aqua Wash Press® unit will consist of a spiral, trough, support legs, wash zone, trough flush spray, press zone, drive system and controls.
2. The unit will be designed to receive and wash screenings, then reduce the volume and water content by means of a pressing zone.
3. The press will have an inlet capacity of 35 cu.ft./hour, handling wet screenings with an approximate dry weight of not less than 8% solids.
4. The shafted spiral will be constructed of carbon steel, with an O.D. of 8" and having 0.63 inch thick flights. A brush will be bolted to the spiral in the inlet area to scour the perforated sheet.
5. The trough will be fabricated of type 304 stainless steel, having 0.19 inch diameter perforations, chamfered on the outside. It will receive free liquid from the washed solids and direct the flow to a 4 inch O.D. drain tube.
6. The inlet area, 11 inches wide by 27 inches in length, will receive incoming materials.
7. The wash zone will include a spray wash system to wash organic residue from the screenings.
8. The press will include a spray wash system to flush organic residue trapped in the trough.
9. The unit's drive system will consist of a motor, gear reducer and drive shaft. The motor will be 3 HP explosion-proof, 1800 RPM, 230/460 volt, 3 Phase, 60 Hz. The gear reducer is a shaft-mounted worm type gear reducer driven by a direct-coupled motor. The reducer will have a cast iron housing and output speed of 14 RPM and the drive shaft will be direct coupled to the spiral.
10. In addition to the drive motor, the following electrical devices will be furnished:
 - a. Two (2) 120 volt, single phase, 60 Hz solenoid valves housed in NEMA 7 enclosures.
 - b. E-stop pushbutton in a NEMA 7 enclosure.
11. Inlet chute of 12 gauge type 304 stainless steel construction, to receive screenings from the screen.
12. Discharge piping of 14 gauge type 304 stainless steel, to direct the washed and compacted screenings to the required location.
13. Anchor bolts, type 304 stainless steel.
14. One (1) spare solenoid valve.
15. All stainless steel sub-assemblies will be 2B finish.

NOTE: The following items are to be furnished by other than Parkson: Manual bar screen, screening containers, safety guard, lubricants, local control stations.

VESSCO, INC.

8217 Upland Circle
Chanhassen, MN 55317

(952) 941-2678
FAX (952) 941-0796

INVOICE

53999

Bill To: Accounts Payable

Steve
ROBERT L. CARR COMPANY
P.O. BOX 1215
1601 NORTH HIGHWAY 59
MARSHALL, MN 56258

Date 05/03/12

Terms Net 30

Order #	33539	Ordered	11/03/11
Cust Account #	1110-34	Job #	201184
Cust PO #	10-18-11		
Ship Via	BEST	Shipped	05/01/12
FOB	SHIPPING POINT	Rep	800

Ship To:

ROBERT L. CARR COMPANY
C/O WINDOM WASTEWATER TREATMENT
PLANT
400 SOUTH DRAKE AVENUE
WINDOM, MN 56101

TAX ID MN

Ship Info.

Customer Phone (507) 532-2291

Item Num	Description	Order	Ship	B/O	Unit Price	Ext Price
Section	11312/Recessed Impeller Vortex Pump	1	1	0	0.00	0.00
C 4X4	4C-PMP Pump, torque-flow 15hp prem	1	1	0	0.00	0.00
Serial #	11DW08727-01	1	1	0	0.00	0.00
Section	11321/Grit Separation	1	1	0	0.00	0.00
999EQ	Hydrogritter 12" straight weir end	1	1	0	0.00	0.00
Serial #	11DW08727-02	1	1	0	0.00	0.00
910	Equipment Package	1	1	0	122,500.00	122,500.00
980	Start Up Services	1	1	0	10,000.00	10,000.00
<p><i>Stored Material</i> <i>Pay Request No. 7</i> <i>Section 11312 - Vortex Pumps \$45,000⁰⁰</i> <i>Section 11321 - Grit Separation \$45,000⁰⁰</i></p>						

ORDER COMPLETE. Invoice revised to provide Startup Services breakout.

Amount	132,500.00
Tax	8,421.88
Freight	0.00
Invoice Total	140,921.88