

Council Meeting
Tuesday, July 17, 2012
City Council Chambers
7:30 p.m.
AGENDA



Call to Order
Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes--July 3, 2012
2. Consent Agenda
 - Minutes
 - Utility Commission – June 27 & July 11, 2012
 - Park & Recreation Commission – July 9, 2012
 - Library Board – July 10, 2012
 - EDA Commission – July 12, 2012
 - Street Committee – July 13, 2012
 - License Applications
 - Amplification Equipment Permit - Windom Chamber of Commerce
3. Department Heads
4. Final Closeout Report – Des Moines River Dam Removal and Rock Riffles
5. Airport
 - Resolution to Authorize Execution of Grant Agreement
 - Resolution Awarding Contract for the Airport Hangar Project
 - Ketzenberg Lease Agreement Revision Request
6. Park & Recreation Commission Recommendation – Island Park
7. Night to Unite Proclamation
8. Street Closure Request
 - Relay for Life – July 27, 2012
 - Windom Area Chamber of Commerce -- August 6, 2012
9. BDPI Grant Agreement
10. Resolution Revising Telecommunications Tariff Rates
11. Community Center Hiring Recommendation



**Regular Council Meeting
Windom City Hall, Council Chamber
July 3, 2012
7:30 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Kruse at 7:32 p.m.

2. Roll Call:
- | | |
|-------------------------|---|
| Mayor: | Kirby Kruse |
| Council Members: | Kelsey Fossing, Dominic Jones and Bradley Powers |
| Council Members Absent: | Corey Maricle and JoAnn Ray |
| City Staff Present: | Steve Nasby, City Administrator; Mike Haugen,
Water\Wastewater Superintendent and Jeff Dahna,
Telecom |

3. Pledge of Allegiance

4. Approval of Minutes:

Motion by Powers second by Fossing, to approve the City Council minutes from June 19, 2012. Motion carried 3 – 0 (Maricle and Ray absent).

5. Consent Agenda:

Kruse said there was an application for an Exempt Permit for a raffle and bingo from St. Francis Xavier Church for an event on September 16, 2012.

Correspondence from the City Attorney regarding access to private data was also received.

Motion by Jones second by Powers, to approve the Consent Calendar as presented. Motion carried 3 – 0 (Maricle and Ray absent).

Jones asked if there could be a discussion item placed on the July 17 City Council agenda to review the access to private data matter. Consensus of the Council to add the item for the next meeting.

6. Department Heads:

None.

7. Change Order – Svoboda Excavating – 2012 Street\Water\Wastewater Project:

Nasby noted a revised change order was handed out prior to the meeting as the one in the Council packet had an incorrect description, but the amount of the change order was unchanged.

Motion by Fossing seconded by Powers to approve Change Order #1 for the 2012 Street\Water\Wastewater contract with Svoboda Excavating. Motion carried 3 – 0 (Maricle and Ray absent).

8. Agreement with Localoop, Inc. – North Water Tower:

Nasby said this agreement is for the placement of a small telecommunications dish on to the tower and it is the same agreement as the Council recently approved with Localoop for the East Water Tower; however, the compensation for this second agreement is for an all cash payment and does not include any services to the City. Nasby noted that the Utility Commission had recommended approval.

Motion by Powers seconded by Jones to approve the agreement between the City of Windom and Localoop, Inc. as presented. Motion carried 3 – 0 (Maricle and Ray absent).

Jones asked if the Water Department had any concerns with the installation of this equipment. Mike Haugen, Water & Wastewater Superintendent said that they did not have any objection and the one on the East Water Tower worked out. Jones asked about the company's acknowledgement that all safety compliance items must be followed. Haugen and Nasby said the company was aware of these concerns.

Fossing asked if the installation of the telecommunications equipment would cause any issues with other radio equipment already on the tower. Neither Haugen nor Nasby was aware of any potential problems. Jones said that the agreement can be terminated with 30-day notice if a problem does arise.

9. Re-organization of Electric Department:

Kruse asked Nasby to provide an overview. Nasby referred to the memorandum in the packet and that the Utility Commission, Electric Utility Manager and the Personnel Committee had been working together on this matter and this change is intended to bring the Windom Electric Department more in line with comparable utilities and provide for future staffing changes.

Nasby said that the Electric Department would add an Electric Superintendent position into the organizational structure to allow for meeting staffing needs, training and future administrative transition. The duties performed by the Electric Utility Manager are complex and the current plan for coverage in the event of a temporary absence are listed on

the contingency plan which does rely on current staff for some functions, but much would fall to other vendors, consultants and CMMPA.

Adding an Electric Superintendent into the department's organizational structure would enable some duties to be shared between management employees and allow for training opportunities, which would provide day-to-day coverage and enable any future transitions to be undertaken in a timely manner and within our own department.

The proposed Electric Superintendent position would be put into the overall City organization at the same level as the other Superintendent positions, which is Grade 21. Then the current Electric Utility Manager would be moved up to Grade 22, Step 10, which would be at an additional cost.

Jones asked if the job description showing the current duties and tasks of the Electric Utility Manager are described within the job description. Nasby said the attached job description was marked at "proposed" as it is an updated version.

Jones said that during the discussions at the Utility Commission meetings the complexities of power purchases, transmission, scheduling and regulations is very extensive and demands much of the Electric Utility Manager.

Motion by Jones seconded by Fossing to approve the addition of an Electric Superintendent into the Electric Department organizational structure and the change in Grade\Step for the Electric Utility Manager as presented. Motion carried 3 – 0 (Maricle and Ray absent).

10. Designation of 2012 Filing Period:

Nasby said that the filing period for the 2012 elections would be July 31 to August 14 and that the seats up for election include the Mayor (Kruse), Ward I (Maricle) and Ward II (Ray).

Council member Fossing introduced the Resolution No. 2012-35, entitled "A RESOLUTION DESIGNATING THE FILING PERIOD FOR CANDIDATES FOR THE CITY ELECTION" and moved its adoption. The resolution was seconded by Powers and on roll call vote: Aye: Fossing, Jones and Powers. Nay: None. Absent: Maricle and Ray. Resolution passed 3 – 0.

11. Resolution Appointing Election Judges:

Council member Jones introduced the Resolution No. 2012-36, entitled "A RESOLUTION APPOINTING ELECTION JUDGES AND DESIGNATING POLLING PLACE FOR THE FORTHCOMING PRIMARY AND GENERAL ELECTION IN 2012" and moved its adoption. The resolution was seconded by Fossing and on roll call vote: Aye: Fossing, Jones and Powers. Nay: None. Absent: Maricle and Ray. Resolution passed 3 – 0.

Preliminary

Jones asked about how the election judges are selected. Nasby said it is on a volunteer basis and that they must go through a training process and meets the State's criteria.

12. New Business:

None.

13. Unfinished Business:

Nasby said that the engineer was going to be in Windom on July 10 to do a final check on the dam removal and installation of rock riffles project. He anticipated that the contractor and/or the MN DNR would also meet to discuss the project. On July 17 the engineer would be at the City Council meeting to review the project and recommend closing it out if no problems are found.

A second item is a follow-up to the Capital Planning meeting. The Council had discussed having a meeting to discuss priorities prior to the preparation of the 2013 budget.

Jones asked about public input. Kruse said that the intent is to involve the public in preparing the Capital Improvement Plan (CIP).

Council consensus was to set July 24 as a Special meeting for the CIP.

14. Regular Bills:

Motion by Powers seconded by Fossing, to approve the regular bills. Motion carried 3 -0 (Maricle and Ray absent).

15. Contractor Payment:

Kruse said there was a pay request from Svoboda Excavating for \$100,348.50 for work completed on the 6th Street, River Road and Highway 71/60 projects.

Dennis Johnson, Wenck Associates and Haugen said the project was on schedule and much work had been completed on 6th Street and with the water main relocation project on the highway. Work had just started this week on the River Road portion of the project. Johnson said the intent is to have most of the project completed prior to the County Fair.

Jones asked about the bacteria tests and if this is for both mains and services. Haugen said the testing is done for the mains.

Johnson said the only work remaining on the water main relocation project on Highway 71/60 was with the two crossings.

Motion by Powers seconded by Jones to approve the contractor payment to Svoboda Excavating for \$100,348.50. Motion carried 3 - 0 (Maricle and Ray absent)

Preliminary

16. Council Concerns:

Kruse wished everyone a happy and safe 4th of July.

17. Adjourn:

Kruse adjourned the meeting by unanimous consent. Meeting adjourned at 7:52 pm

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

UTILITY COMMISSION MINUTES
City Hall, Council Chamber
June 27, 2012

Call Meeting to Order: The Utility Commission meeting was called to order at 10:00 a.m. on June 27, 2012 in the City Hall Council Chamber.

Members Present: Utility Commission Chairperson: Mike Schwalbach

Members Present: Tom Riordan and Glen Francis

Member Absent: None

City Council Liaison: Dominic Jones, Present

Staff Present: Steve Nasby, City Administrator; Brigitte Olson, Assistant City Administrator; Chelsie Carlson, Finance Director/Controller; Marv Grunig, Electric Utility Manager; and Mike Haugen, Water / Wastewater Superintendent

Others Present: Kyle Haemig (CMMPA), Shankar Karki (CMMPA), Jason Sprague (S.E.H.), Tom Stechmann (Utility Services), Ryan Baum (Utility Services), Aaron Backman (EDA Director), Dennis Johnson (Wenck Associates), Kelly Yahnke (Bolton & Menk, In.), and Bob Cox (Champion Coatings, Inc.)

APPROVE MINUTES

Motion by Riordan, seconded by Francis, to approve the May 23, 2012, Utility Commission minutes as presented. Motion carried 3-0.

ELECTRIC ITEMS

CMMPA Presentation & Discussion – Kyle Haemig and Shankar Karki from CMMPA presented a power purchase proposal.

The proposal being presented was 0.5 MW purchase from Wisconsin Public Power (WPPI). This purchase would be a long-term agreement to fill a small portion of Windom's base load requirements. CMMPA has 16MW to sell and based on load ratio, Windom is entitled to 1.5 MW. Given Windom's current positions with WAPA, CMMPA is recommending a conservative 0.5 MW purchase. This conservative approach would provide 5% of Windom's energy needs but still allow flexibility to pursue other options in the future.

The contract would be priced on a cost per megawatt basis. The start date would be August 2012 and the term of the contract would be for 20 years.

CMMPA acknowledged that Windom doesn't have a need for this power purchase until 2016 so there is an upfront cost to Windom associated with this purchase. However, CMMPA stressed that agreements of this type are rare and this purchase fits in well with Windom's portfolio after 2016. Grunig agreed that after 2016 this purchase makes sense at 0.5 MW but nothing higher.

A decision is needed on this purchase by August 1, 2012. The Commission scheduled a special meeting at noon on July 11th where Grunig will present the retail impact of this purchase and the Utility Commission will decide whether to make a recommendation to Council for approval at the July 17th meeting.

REGULAR BILLS

Motion by Riordan, seconded by Francis, to approve payment of the bills to the following vendors: Bolton & Menk, Inc. for \$7,877.79, Wenck Associates for \$844.30 and Wenck Associates for \$2,384.27. Motion carried 3-0.

WATER/WASTE WATER ITEMS – WATER TOWER

S.E.H. Proposal on Water Tower – Jason Sprague from S.E.H. presented a proposal for multi-year professional services contract to rehabilitate and maintain the elevated water storage tank located at Kastle Kingdom.

S.E.H. performed an inspection on this tank in April 2012 and noticed premature deterioration on the side and bottom of the bowl as well as adhesion issues. Based on their inspection, S.E.H. is recommending an abrasive blast cleaning of the entire tank to bare metal and application of a new coating system.

S.E.H. partners with one contractor (Classic Protective Coatings). The proposal recommends using Tnemec coatings for the project. The wet interior tank coating would be two-coat epoxy Series N140. The exterior coating would be two coats of epoxy, followed by an aliphatic polyurethane finish coat Series 1074U.

S.E.H. proposal included both a 5 year plan and a 10 year plan. Both plans would incorporate tank rehabilitation and safety improvements in year one followed by annual inspections and routine maintenance for the remaining years. Tank wash-outs and exterior power washing would be done every five years. With recommended coating system and maintenance plan, the tank would have a life of 15-20 years.

Pricing was presented for both the 5 year plan and 10 year plan. Under both plans, year one includes costs for rehabilitation and future year costs are for ongoing maintenance and periodic wash-outs. Both plans provide the option to pay as you go or spread the costs evenly over the life of the contract.

Utility Services Proposal on Water Tower – Tom Stechmann and Ryan Baum from Utility Services presented a Full Service Asset Management Program proposal for the water storage tank located at Kastle Kingdom.

The Maintenance Program proposed by Utility Services includes rehabilitation in year one, annual inspections of exterior, and bi-annual inspections of the interior. Any repair work needed or ongoing maintenance is covered by Utility Services while on the Maintenance Program. The program is a one year renewable agreement. The agreement can be cancelled at any time by the City but Utility Services cannot cancel the agreement.

The rehabilitation needed in year one is based on the inspection performed by Utility Services. The adhesion tests on the tank were good so Utility Services is recommending an over-coat process on the exterior of the tank. The rust areas would be blasted down to bare metal and coated to prevent the rust from returning. The interior of the tank would be blasted down to bare metal and coated as part of the rehabilitation. Other minor safety improvements would be made as part of the rehabilitation. Any future work needed that was not part of the year one rehabilitation costs is covered by Utility Services while on the Maintenance Program. Using the overcoat process and ongoing maintenance, the life of the coating is 10 years. Under the Maintenance Program, the next rehabilitation needed would be covered by Utility Services.

Pricing was presented for the rehabilitation costs and annual maintenance program fees. The rehabilitation costs from year one are spread over the first three years of the agreement. The cost after three years is the annual maintenance fee which is subject to a max increase or decrease of 5% each year. If the City decides to pay the rehabilitation costs in full in year one, Utility Services could lock in the annual maintenance fee for 6 years and then have a cost with a 5% inflator or deflator for the remaining 4 years on a 10-year agreement.

Bolton & Menk Discussion on Water Tower – Kelly Yahnke from Bolton & Menk was present to discuss water tower rehabilitation efforts.

Kelly Yahnke provided a memorandum explaining items discussed with the City Administrator regarding the water tower project. The memo includes an explanation of BMI's prior recommendation to repaint the tower versus exploring other available options such as S.E.H. or Utility Services. Also included is further explanation as to why the existing topcoat painting system failed.

BMI also offered their ongoing inspection services to the City if they proceed with the painting of the tower.

Champion Coatings Bid Award – Bob Cox, a representative from Champion Coatings inquired regarding the bid previously awarded to them for the water tower project. Champion Coatings was waiting for contracts in order to start the work and were surprised to hear the Commission was looking at other options. Champion Coatings still recommends a full blast and recoating to fix the current issues on the water tower because of the poor adhesion. The bid from Champion Coatings has been extended 30 days until July 11th.

OTHER WATER/WASTEWATER ITEMS

Wastewater Project – Haugen reported that the project is going well and is on schedule. There have been no changes orders on the project.

Toxicity Reduction Evaluation Update – The Toxicity Reduction Evaluation process identified total dissolved solids (TDS) as the primary contributing factor to the failure of toxicity tests for the effluent.

During the Toxicity Identification Evaluation, four potential toxicants were identified and tested. Total dissolved solids were identified as the primary toxicant, copper and surfactants were ruled out during testing, and nitrates are still a possibility. Further monitoring is recommended on all nitrogen compounds in the influent and effluent.

The Toxicity Source Evaluation process identified calcium, magnesium, sodium, potassium, alkalinity, chloride, sulfate, and nitrate as contributors to the total dissolved solids.

The Toxicity Control Evaluation process will be performed to develop control alternatives to reduce the TDS/specific conductivity to non-toxic levels.

The remaining test results and control alternatives will be discussed during the July or August meetings.

TED project for North West Industrial Park – Backman and Dennis Johnson from Wenck Associates, provided an update on the project.

Johnson provided a map displaying the projected routes for the water mains and sewer lines for the project. Johnson also reported they are currently working with MN DOT on the bypass lanes. The expected completion date for the project is November 2012.

Backman reviewed the current budget for the project. He explained the grants awarded total \$1,094,500 with a condition for a local match of \$842,980. Backman presented the estimated costs for the water main and sewer work needed for the project and requested the Utility Commission's support by providing funding from the water and sewer enterprise funds for half of the costs.

Motion by Riordan, seconded by Francis, to approve payment by the water and sewer enterprise funds for 50% of the costs to perform the water main and sewer work for the North Windom Industrial Park. The total water/sewer contribution is limited to \$180,000. Motion carried 3-0.

Landfill Report – Haugen reported the pumps have been turned on to start the aeration process.

River Road/6th Street Project – Haugen reported the work on 6th street is going well. The contractors have watermain in 2 of the 7 blocks included in the project and have replaced 6 valves and 2 hydrants. Haugen estimated the contractors would be working on 6th street for one more week.

ELECTRIC ITEMS

Grunig provided the Commission with the first newsletter from CMMPA.

Grunig informed the Commission that the MN Public Utilities Commission has a new chair. Beverly Jones Heydinger was appointed by Governor Mark Dayton.

Grunig reported the financing is in place for the Brookings CapX Project so the project is moving forward.

Due to time constraints, the other electric items on the agenda will be discussed at the next regularly scheduled Commission meeting in July.

OLD BUSINESS

Inter-Fund loan for EDA – Backman updated the Utility Commission on the Towlerton property sale. The Utility Commission previously approved an Inter-Fund loan of \$250,000 to the Windom EDA toward the purchase of this property. The previous offer by the EDA was rejected by Bank of the West.

Backman requested an increase of the loan from the Utility Commission so he could negotiate another offer on the property. Backman believes the property is worth the purchase price plus there would be an additional \$75,000-\$100,000 estimated cost to demolish the building.

Schwalbach and Riordan would not be comfortable increasing the loan beyond \$250,000.

NEW BUISNESS

LocalLoop Inc. – Nasby informed the Utility Commission of Local Loop's request for a second agreement for Radio Equipment Installation on city owned facilities. The agreement is similar to the one already in place except the equipment would be installed on the north water tower. Haugen stated he would be okay with this agreement, but this would be the last one. Nasby stated he was going to talk to Local Loop about increasing the monetary compensation in place of the wireless equipment provided as part of the consideration of the contract.

Motion by Riordan, seconded by Schwalbach, to move forward with the agreement between Local Loop Inc., and the City of Windom and allow staff to negotiate the consideration provided by Local Loop. Motion carried 3-0.

Bill Adjustments – Nasby informed the Utility Commission that there were 2 bill adjustments that were processed due to meter reader issues so the error was the City's.

Meter Prepayments – Nasby asked the Utility Commission for clarification on the policy regarding meter prepayments for renters. The issue in question is if a current homeowner or rental customer in good standing switches to being a renter or changes location is the full \$300 prepayment required. The current practice is to charge all renters the \$300 prepayment until they have 2 years of good standing as a renter.

The Utility Commission agreed to review the policy and discuss at the next Utility Commission meeting.

There will be a Special meeting of the Utility Commission on July 11, 2012 at 12:00 p.m.

The next regularly scheduled Utility Commission meeting will be held on July 25th at 10:00 a.m.

The meeting was adjourned by unanimous consent at 3:00 p.m.

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator

UTILITY COMMISSION MINUTES
City Hall, Council Chamber
July 11, 2012

Call Meeting to Order: The Utility Commission meeting was called to order at 12:00 p.m. on July 11, 2012 in the City Hall Council Chamber.

Members Present: Utility Commission Chairperson: Mike Schwalbach

Members Present: Tom Riordan and Glen Francis

Member Absent: None

City Council Liaison: Dominic Jones, Present

Staff Present: Steve Nasby, City Administrator; Chelsie Carlson, Finance Director/Controller; Marv Grunig, Electric Utility Manager; and Mike Haugen, Water / Wastewater Superintendent

Others Present: Ryan Baum (Utility Services), Massie Hughes (Utility Services) and Kelly Yahnke (Bolton & Menk, Inc.)

APPROVE MINUTES

Motion by Riordan, seconded by Francis, to approve the June 27, 2012, Utility Commission minutes as presented. Motion carried 3-0.

ELECTRIC ITEMS

Retail Impact of WPPI Purchase and Recommendation – Grunig presented retail impact of Wisconsin Public Power (WPPI) purchase and gave his recommendation on the purchase.

Grunig presented the City's current portfolio of energy supply with pricing and explained the biggest reason to consider this purchase is for fuel diversity. The WIPPI purchase at 0.5 mw would supply 6.5% of the City's energy needs. This purchase would avoid risk related to uncertainty in natural gas prices as well as risks associated with rising prices due to future legislation.

The contract would be priced on a cost per megawatt basis. The start date would be August 2012 and the term of the contract would be for 20 years.

Grunig explained that because of existing demand and contracts already in place, there are additional upfront costs associated with this purchase until 2016. Using the usage numbers from 2011 and 2012, Grunig calculated the retail impact of this purchase as being less than \$1.00/month for the average retail customer.

The contract for this purchase has been reviewed and approved by the City's attorney. The contract is currently under further review with changes pending.

Riordan introduced Resolution #UT 2012-01 entitled "RESOLUTION APPROVING CENTRAL MINNESOTA MUNICIPAL POWER AGENCY WPPI PURCHASE POWER SALES AGREEMENT" and moved its adoption contingent on any contract changes being approved by the City attorney. The resolution was seconded by Francis and on roll call vote: Aye: Riordan, Francis, and Schwalbach. Nay: None. Resolution passed 3-0.

WATER/WASTE WATER ITEMS

Water Tower Bid Discussion – The previously solicited bid from Champion Coatings to repaint the water tower expires on July 11th. The Commission reviewed the current bids presented for the water tower project and discussed maintenance plans in order to make a decision on whether or not to accept the bid from Champion Coatings.

Yahnke from Bolton & Menk prepared an analysis to compare the Champion Coatings bid to two other proposals from Utility Services, one for an overcoat with a 6 year maintenance agreement and the other for a complete sandblasting and repainting with a 6 year maintenance agreement.

Haugen inquired about the previous comment from Utility Services regarding the bacteria found inside the tower during their inspection. Haugen presented his own picture of the water tower which did not concur with Utility Service's findings. After further discussion it was concluded that what was noted during the inspection was normal residue from the water not turning over the tank and it was not affecting the current water quality.

While comparing the bids from Utility Services and Champion Coatings it was noted that Champion Coatings is the low bid but the bid does not include the costs of containment nor engineering costs. Yahnke explained containment is not required. Utility Services recommends using a containment system during all blast projects. The estimated cost of containment during blasting is roughly \$100,000.

Utility Services is recommending an overcoat to the tower in year one and ongoing maintenance thereafter. It was explained by Utility Services that their contract would include another overcoat of the exterior within 10 years and another overcoat of the interior within 12 years. As long as the City is on the maintenance program there is no additional costs associated with these overcoats.

Schwalbach expressed concern regarding various conclusions regarding the current condition of the tower. Two contractors recommended a full blast and repaint while Utility Services is recommending an overcoat. Utility Services reiterated their professional opinion is that a full blast is not needed at this time and may not be needed for up to 20 more years with an overcoat and maintenance process in place. Utility Services explained that with their maintenance program they are assuming all the risk associated with their recommendation to overcoat. As long as the City is on the maintenance program, the cost associated with additional overcoats or

repairs is covered by Utility Services. When it is determined by Utility Services that the tower does need a complete blast and repaint, the only additional cost to the City is the containment cost.

Jones expressed concerns over using the same engineer that was used during the initial tower project that is now failing. He doesn't feel like a satisfactory answer has been given as to why the current paint is failing and wants to prevent it from happening again. Yahnke apologized for not having the records to support the inspections performed during the prior project, but explained they now have a certified inspector that would be performing the inspections for the current project.

Riordan inquired regarding the urgency to complete the project this year. It was agreed by all present that there are no issues with the structure of the tower so there are minimal risks to waiting until next spring. Riordan suggested the Commission further evaluate options over the winter and revisit the project next spring.

Motion by Francis, seconded by Riordan, to not accept the current bid from Champion Coatings. Motion carried 3-0.

OLD BUSINESS

None

NEW BUISNESS

Watering Ban – Haugen informed the commission that he is considering implementing the odd/even watering ban. This is the same ban that has been implemented in the past.

The next regularly scheduled Utility Commission meeting will be held on July 25th at 10:00 a.m.

The meeting was adjourned by unanimous consent at 1:30 p.m.

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator

**PARK AND RECREATION COMMISSION MEETING
MINUTES JULY 9, 2012**

1. Call to Order: The meeting was called to order by Chairman Terry Fredin 5:23 p.m. at City Hall.
2. Roll Call:

Commission Present:	Terry Fredin, Sherri Zimmerman, Angie Blanshan & Jeff LaCanne
Commission Absent:	Kay Clark
City Staff Present:	Recreation Director Al Baloun & Park Superintendent Bruce Caldwell
Council Liaisons:	Corey Maricle & JoAnn Ray absent
Public:	None
3. Approve Agenda
Motion by Zimmerman, seconded by Blanshan to approve
Motion Carried Unanimous
4. Approve Minutes June 11, 2012 Park & Recreation Commission Meeting
Motion by Blanshan, seconded by LaCanne
Motion Carried Unanimous
5. Park Superintendent Bruce Caldwell Report:
 - a. Soccer Field Usage – Caldwell stated that he was instructed by the City Administrator to make the necessary repairs and place back the large soccer goals in the WRA following repeated vandalism. There has been several people using the facility and they are holding adult and youth games & instructional events weekly. The Commission stated that if the users desire to hold organized events they must work with the city's Park Director. It's one thing if the users are just having non-scheduled fun play but when they hold actual league type play they must comply with recreation department scheduling and fee structure which is the same as the other users within the park system. The cost to maintain the soccer field with painted lines and goals runs just under \$500 each time it is painted. On a normal season if there would be scheduled events through the recreation department, the staff would need to paint the field lines at least 6 times throughout the season costing around \$3,000 and goal net replacement bi-annual runs \$350.00. So it is important that they city and the user groups get together and get organized prior to the 2013 season.
 - b. New Park Benches Island Park River Bank: new park benches are needed along the river bank at Island and Schmaltz Park following the river restoration project. New six foot long low maintenance benches cost around \$900.00 each. The CIP Park Equipment Account has \$21,000.00 in it which some of this could be used for this purchase.
Motion by Blanshan, seconded by LaCanne to approve the expenditure of \$2,700.00 out of the CIP Park Equipment Account for three new park benches.
Motion Carried Unanimous
 - c. Trails Grants for Island Park DNR is offering grants to build pedestrian and bike trails. Caldwell said he has interest but engineering and the September 28th dead time line to turn in a report is a major problem. The Commission stated they desire to get more information to construct a trail in Island Park. Caldwell said he will get in touch with the DNR officials to see what direction we need to go.

Continued Page 2:

- d. 2013 Park Department Budget; Caldwell handed out the first draft for the 2013 budget. He stated that there isn't a lot of change over the 2012 budget other than the line item for asphalt. He desires to do an asphalt overlay at Tegel's Park and perhaps this could be done on a two year schedule. For CIP Equipment he said he is looking at buying a new infield groomer with attachments which is extremely needed due to the increased interest in field usage.

Long term CIP items included the possibility of a new restroom facility in the south end of Island Park, New Campground at Tegel's Park, New ball field lights in the WRA for Lincoln Wacker and Qwest Fields and the purchase of additional aluminum picnic tables to replace some of the wooden ones in the parks.

6. Recreation Director's Report- Al Baloun

- a. Pool – Everything to date is running smoothly with no major problems. July 21st is Splash Bash, the second session of swimming lessons has just begun. Closure is scheduled for August 15, 2012.

- b. Recreation -- The week of July 16th will be the end of the summer programs with playoffs going on through Wednesday, July 18. The annual fund raiser cookout is scheduled for July 17th from 5:30-7:30 p.m. Volunteers are needed to work the concession stand and cook the burgers and hotdogs. People can contact Baloun for scheduling during the event.

The recreation department will be hosting the annual 30/60 tournament the weekend of July 13th and 14th. The event will be a round robin type event.

- c. 2013 Park Director Budget; Baloun handed out the CIP Long Range Planning report that he gave to the City Council previously. City Hall has requested all departments turn in their budget drafts by July 25th. Therefore the Commission will get them emailed prior to this date for review.

7. Discussion was held concerning the next meeting in August. Email updates will be sent out regarding this meeting due to scheduling conflicts with department heads and the Cottonwood County Fair being held during the same time.

8. Open Mike: None

Meeting Adjourned at 5:50 p.m.

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

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

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

Members Absent: John Duscher

Library Staff Present: Dawn Aamot and Joan Hunter

City Council Member Present: None

3. Agenda and Minutes:

Motion by Anita Winkel and seconded by Charles Reid to approve the Agenda and the Minutes.

4. Financial Report:

Motion by Beth Fleming and seconded by Kathy Hiley to approve the Financial Report.

5. Librarians Report:

Joan reported that 9 of the 13 people that were signed up to ride the bus to the Laura Wilder pageant actually attended. The library has been busy with people checking out books and assisting patrons.

Dawn reported that there were no summer program events offered over the July 4th week. She is up and running again this week. Adventure Club with 8 to 10 kids plus 5 to 6 other kids have been attending Lunch Bunch each week. She generally has 8 to 10 kids make a craft on Mondays and 8 to 12 preschoolers plus a day care is attending story time. Only part of the kids who have signed up to read for prizes actually follow-up and return with filled sheets.

Motion by Charles Reid and seconded by Mary Erickson to accept the Librarian's Report.

6. Old Business:

Anita updated the Board on the Plum Creek Library System. Her next meeting will not be until fall.

eBooks are now available on the Plum Creek website. Joan will meet with The Friends of the Windom Library on Wednesday the 11th to request funds for purchasing eBooks.

7. New Business:

Beth suggested that the children's library host "Zumbatomic" for kids ages 4 to 7. The board feels that we should encourage events at the library to get kids and their parents into the library. Beth will introduce Dawn to the Zumba instructor this evening to discuss this possibility.

8. New Book Suggestions:

The board presented their suggestions.

9. Adjourn:

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

Meeting adjourned at 5:19 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
JULY 12, 2012

1. Call to Order: The meeting was called to order by President Erickson at 12:06 p.m.

2. Roll Call & Guest Introductions:

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

Also Present: EDA Staff – Aaron Backman, EDA Executive Director, and Mary Hensen, Admin. Asst.; Dennis Johnson of Wenck Associates, Inc.; and City Attorney Ron Schramel.

3. Approval of Minutes:

Motion by Commissioner Larson, seconded by Commissioner Slette, to approve the Minutes of the EDA Meeting held on June 11, 2012. Motion carried 4-0.

4. North Windom Industrial Park

A. BDPI Grant Agreement: On June 18th, the Minnesota Department of Employment & Economic Development (DEED) sent the City Administrator a cover letter and a copy of the Business Development Public Infrastructure (BDPI) Grant Agreement pertaining to the North Windom Industrial Park (NWIP). The grant agreement has been reviewed by the City Attorney and EDA Staff and questions about the provisions have been answered by a DEED representative. Director Backman reviewed key points of the agreement with the Board.

Motion by Commissioner Fossing, seconded by Commissioner Slette, recommending City Council approval of the Business Development Public Infrastructure (BDPI) Grant Agreement between the City of Windom and the Minnesota Department of Employment and Economic Development. Motion carried 4-0.

B. Team Meetings & Project Status: Director Backman advised that since the announcement of the grant awards, there have been five Team meetings held at City Hall (May 24th and 31st; June 5th, 14th and 28th). Topics have included Trunk Highway 71 issues (borings, layout, turn lane length, participation with the county, right-of-way); water and sewer mains (layout, Red Rock Rural Water availability, lift station); highway detour; lighting and electrical (layout, South Central Electric and municipal costs, equipment); and storm water issues (layout, tile system, stormwater pond). An initial meeting with the Ray Watershed group was held on June 29th at BARC. Wenck Associates have submitted various permit applications to the appropriate agencies and road schematics and cross-section drawings to MnDOT for their review. City Attorney Schramel, Wenck Engineer Johnson, and Director Backman updated the Board concerning recent discussions with a representative of the Ray family and their drainage attorney.

Motion by Commissioner Slette, seconded by Commissioner Larson, directing City Attorney Ron Schramel to forward a letter to the Rays' attorney (1) proposing that the EDA will install a dedicated tile line to serve the lots in the North Windom Industrial Park (NWIP), (2) requesting access for the purpose of surveying an easement area in the Ray's land lying east of the NWIP, (3) requesting a 60-foot wide easement during construction of the tile line and a 40-foot wide permanent easement across the Rays' CRP land to the east of the NWIP to connect this tile line to an outlet; (4) offering

compensation of \$1,000 per acre for the land on which the easement will be located; and (5) requesting a response by July 31, 2012. Motion carried 4-0.

Director Backman advised the Board concerning available materials for the road base and also a tentative upcoming visit to Windom by a NWIP prospect.

- C. Street Lighting Request: Pursuant to City procedure, the EDA will be petitioning the Windom Street Committee and the City for the installation of five street lights in the southern part of the North Windom Industrial Park and two lights on U.S. Highway 71 at the entrance to the park and County Road 15. The Board received a copy of the layout for the street lights. Electrical Superintendent Marv Grunig has provided two estimates for street lights within the industrial park—one using LEDs and the other using traditional light fixtures. The EDA has also requested quotes from South Central Electric Association. The County is considering options concerning the two lights on U.S. Highway 71 at the entrance to the park and County Road 15.

Motion by Commissioner Larson, seconded by Commissioner Fossing, authorizing EDA Staff to petition the Windom Street Committee and the City Council for the installation of five street lights within the industrial park and authorizing EDA Staff to negotiate a contract for the installation of the lights by the City of Windom's Electrical Department or South Central Electric Association based on the best quote. Motion carried 4-0.

- D. Financing Options – Update: The Board received copies of the engineer's estimates for water and sewer installation costs and the 2012 TED Grant budget which had been updated as of June 27, 2012. On June 27th the EDA Executive Director made a presentation to the Windom Utility Commission regarding the use of Water and Sewer Enterprise Funds as part of the local match. After discussion, the Utility Commission unanimously approved a \$180,000 contribution to the NWIP project which is comprised of half of the estimated costs for extension of the water main (\$100,000) and half of the estimated costs for extension of the force main (\$80,000).

5. R & L Investments

- A. Closed Session – Negotiations: President Erickson announced that the purpose of the closed session was to discuss property owned by R & L Investments (the former Towlerton Motors' site).

Motion by Commissioner Larson, seconded by Commissioner Slette, authorizing the Board to go into closed session. Motion carried 4-0.

President Erickson closed the meeting to the public at 12:56 p.m.

Motion by Commissioner Slette, seconded by Commissioner Larson, authorizing the EDA President to re-open the meeting to the public. Motion carried 4-0.

President Erickson re-opened the meeting to the public at 1:17 p.m.

6. Entrance Sign

- A. Matching Funds – Status: Director Backman advised that the fundraising efforts for the local match for the \$30,000 Remick Foundation Grant have gone well. To date, 29 businesses and organizations have either pledged or provided contributions. An additional 4 business are considering donations for the project.

B. Design Options & Proposed Locations: Director Backman reported that the Citizen utilized an on-line survey through Survey Monkey to poll the citizens of Windom concerning the two main design options. Design 1 (the curved "Welcome to Windom" sign) received approximately 70% of the survey votes cast. The Board received a summary sheet setting forth estimated material costs, including solar lighting, for the two design options, aerial photos showing potential locations for the entrance signs, and maps showing possible extensions of electrical service to the signs. Director Backman is compiling additional information concerning costs for electrical service to the signs and a decision will be made as to which option (electrical service or solar lighting) is most cost-effective for each site. After further discussion, the following action was taken.

Motion by Commissioner Larson, seconded by Commissioner Fossing, approving selection of Design 1 (the curved "Welcome to Windom" sign) as the design for the entrance signs. Motion carried 3-0. (Commissioner Slette was not present for this vote.)

7. 1905 First Avenue – Update: On June 1, 2012, Global Investment Properties, LLC. (whose principal is Tod Quiring, owner of Big Game Treestands) acquired the former Lewis Drug building (with approx. 9,600 sq. ft. of space) on the east side of Hwy 60. Big Game needs additional office space and is moving its headquarters from the Carl Schneider Business Park to this new location. The build-out will accommodate 35 employees (plus additional growth). Big Game will continue to use its existing warehouse building and will significantly renovate the former Lewis Drug building in the second half of 2012. Director Backman reviewed with the Board estimated costs for the renovation of the building. He also advised of the owner's request that the EDA/City consider a potential tax abatement for the expansion project relating to the increase in taxes that would be attributable to the new use and renovation. Director Backman has spoken with the Cottonwood County Assessor concerning values and the potential increase in taxes for the property and he shared this preliminary information with the Board. The Commissioners requested that the EDA Executive Director secure additional information concerning the project and its eligible components and report back to the Board.

8. Unfinished Business

A. River Bend Lot – Street Fair Usage: The Chamber has approached the EDA concerning use of its property just south of the liquor store for a street fair on Saturday, August 4th. The EDA Board was polled and had no objections to this use.

Motion by Commissioner Fossing, seconded by Commissioner Larson, authorizing use of the EDA property just south of the liquor store by the Windom Area Chamber of Commerce on Saturday, August 4th, for a street fair. Motion carried 3-0.

9. Miscellaneous Information

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

B. River Bluff Townhomes – Monthly Financial Report: The Board received copies of the financial reports provided by Van Binsbergen & Associates for the period ending May 31, 2012.

10. Adjourn: By consensus, President Erickson adjourned the meeting at 1:30 p.m.

Trevor Slette, EDA Secretary-Treasurer

Attest: _____
Aaron A. Backman, EDA Executive Director

**STREET COMMITTEE
MINUTES JULY 13, 2012**

Call to Order: The meeting was called to order at 10:00 a.m. in the Council Chambers

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

City Staff Present: EDA Aaron Backman, Electric Utility Manager Marv Grunig & Street Superintendent Bruce Caldwell

Public: None

1. EDA Petition for New Street Lights in the North Industrial Park. Backman stated they are planning on installing five new street lights in the first stage of construction in the business park. The only cost to the Street Department would be for electric usage same as other street lights throughout the community. The EDA and the Windom Electric Utility Manager are working out details for the purchase of the new LED street lights which are much more efficient. The maintenance of the street lights would be done by the city and the electrical cost is through South Central Electric Association. Mrs. Ray voiced some concerns against the project but stated she would abstain from any recommendation to approve the lighting petition.
Mr. Powers moved to approve the petition request, Mrs. Ray abstained.

2. Request from Windom Chamber of Commerce for Street Closure Night to Unite August 6, 2012
They request the closure of 4th avenue between 10th street & 9th street from 5:00 p.m. until 7:00 p.m. for the Night to Unite Event.
Motion to approved carried unanimous

3. Request for street closure Cottonwood Lake Drive for Relay for Life Event July 27, 2012
Closure would be from the south Tegel's Park Entrance to the North Park entrance on Cottonwood Lake Drive. Hours of the Closure 4:00 p.m.- 12:00 midnight. They will take care of the setup and removal.
Motion to approved carried unanimous

4. River Valleys Girl Scouts Council Request Posting Storm Sewer Catch Basins Concerning Hazardous Waste. On October 13, 2012 they are celebrating Centennial Day of Service. They would like permission to either paint or place plaques on or near our storm sewer catch basins stating "THIS DRAIN IS ONLY FOR RAIN, NO CONTAMINE! FLOWS INTO WATERWAYS" This sign would measure 5 1/4 inches by 3 inches. A similar project was done several years ago by another volunteer group. They said they have funding and supplies for 75 catch basins which would be placed in high pedestrian traffic areas for the most visibility. There wouldn't be any costs to the city for the project. The committee had concerns that the painted signage wouldn't last more than a year or so and perhaps their group needs to come up with other projects to help beautify the community. After more discussion on their request the committee moved to accept.
Motion to approve carried unanimous

5. 2013 Street Reconstruction Proposed Project the committee talked about the possibility of a new street reconstruction project for 2013. There are several streets in the community that need to be repaired and many of them need some underground utility work as well. Caldwell will contact the other supervisors in order to get more details on what infrastructure needs replacement on these streets.

They also discussed that an engineering firm needs to be appointed so we can move forward to design a feasibility study. This decision will need to be discussed at the August 7, 2012 City Council meeting following the additional information from the other departments.

6. 2012 Seal Coat Project: Caldwell said the Water Department is planning on digging up 10th Street by the highway 60/71 intersection which that area is on the list for seal coating yet this summer. Caldwell said he's been working with engineers on a time table so the underground work can be done before the seal coat company arrives. So far no dates have been determined for completion. It is possible we may have to reduce the seal project by a ½ block on 10th Street if the underground work cannot be completed before the seal coat company comes into town. Deadline for the seal coat project is August 31, 2012.
7. 2013 Proposed Budget the first draft was issued to the committee for review.
8. Meeting adjourned at 11:00 a.m.



City of Windom Staff Report

To: Windom City Council
From: Aaron Backman, EDA Executive Director
Council Meeting Date: July 17, 2012

Item Title/Subject: RECOMMEND CITY COUNCIL APPROVAL OF THE GREATER MN BUSINESS DEVELOPMENT PUBLIC INFRASTRUCTURE (BDPI) CONTRACT BETWEEN THE STATE OF MINNESOTA AND CITY OF WINDOM FOR THE NORTH WINDOM INDUSTRIAL PARK (NWIP) IMPROVEMENT PROJECT

Background:

As you are aware, the State of Minnesota announced on May 18, 2012, that the City of Windom was awarded approximately \$1.1 million in TED/BDPI grants for development of the infrastructure necessary for the North Windom Industrial Park (NWIP). On June 18th the State sent the proposed BDPI Contract to the City of Windom. The Windom City Council will need to adopt a resolution accepting this grant for \$549,540 and approving the contract agreement.

Several points for consideration by the City Council members pertaining to the contract: 1) The grant agreement is the standard state bonding contract. This same contract is used for many different purposes including buildings. Because this grant is to be used for construction of streets, water, sewer and other utilities, much of the agreement does not apply. 2) Construction contract documents will not need to be reviewed by DEED prior to execution. 3) Importantly, the legal description of the project only covers right-of-way areas where the infrastructure will be located. These areas are subject to special requirements because of the state funding. The lots the EDA owns are **not** part of the project and **can** be sold without state approval. 4) Construction costs are paid on a reimbursement basis. In other words, we pay our bills and our costs (post May 18th) are reimbursed per the agreement. The BDPI contract has been reviewed by the City Attorney. The State has provided answers to our questions on a timely basis.

Requested Action:

- 1) Adopt a resolution in support of the Greater Minnesota Business Development Public Infrastructure (BDPI) Contract between the State of Minnesota and the City of Windom for the NWIP Improvement Project.

- 2) Authorize the Mayor and City Administrator to execute the BDPI contract and forward it to the State of Minnesota.

Respectfully submitted,

Aaron A. Backman

Aaron A. Backman, EDA Executive Director

RESOLUTION #2012-

INTRODUCED:

SECONDED:

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

**RESOLUTION ACCEPTING GRANT AND AUTHORIZING EXECUTION OF 2011
GREATER MINNESOTA BUSINESS DEVELOPMENT PUBLIC INFRASTRUCTURE
GRANT PROGRAM AGREEMENT**

WHEREAS, the City of Windom has received notification of the awarding of a construction grant through the 2011 Greater Minnesota Business Development Public Infrastructure Grant Program for the North Windom Industrial Park Project to be administered by the Minnesota Department of Employment and Economic Development (DEED); and

WHEREAS, the grant is in the amount of \$549,540 and requires a match of fifty percent (50%) in cash or in-kind, and the sources for this match are available; and

WHEREAS, it is necessary that the City of Windom accept this grant and execute a Grant Agreement with DEED concerning the terms of the grant.

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

1. The City of Windom hereby accepts the Greater Minnesota Business Development Public Infrastructure Grant Program Construction Grant for the North Windom Industrial Park Project and approves the terms of Grant Agreement No. BTED-12-0006-O-FY12 (SC47547).
2. The City of Windom certifies that it has the legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to therein.
3. The City of Windom certifies that it has the legal authority to use the Program Grant for the purposes as described in the state program enabling legislation.
4. The City of Windom certifies that it will comply with applicable laws and regulations and requirements as contained in the grant agreement and any amendments.
5. The fifty percent (50%) match will be provided by the Economic Development Authority of Windom and other approved financing and in-kind sources.
6. The Mayor and City Administrator are hereby authorized to execute Grant Agreement No. BTED-12-0006-O-FY12 (SC47547) and any amendments, the Declaration, and any additional required documentation on behalf of the City of Windom.

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

Kirby G. Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

CERTIFICATION

STATE OF MINNESOTA :
COUNTY OF COTTONWOOD:

I certify that the foregoing Resolution is a true and correct copy of the Resolution adopted by the Windom City Council at an authorized meeting held on the 17th day of July, 2012, as shown by the minutes of the meeting in my possession.

Steven Nasby, City Administrator

Subscribed before me this _____ day of July, 2012.

Notary Public

My Commission Expires: _____

**Minnesota Department of Employment and
Economic Development**

**2011 Greater Minnesota Business Development
Public Infrastructure Grant Program**

**General Obligation Bond Proceeds
Grant Agreement - Construction Grant
for the North Windom Industrial Park
Project**

**Grant #BTED-12-0006-O-FY12
SC47547**

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**Minnesota Department of Employment and Economic Development
Greater Minnesota Business Development Public Infrastructure Program**

General Obligation Bond Proceeds

**Grant Agreement – Construction Grant
for the North Windom Industrial Park
Project**

Grant #BTED-12-0006-O-FY12

THIS AGREEMENT shall be effective as of May 18, 2012, and is between the City of Windom, a home rule charter city (the “Public Entity”), and the Minnesota Department of Employment and Economic Development (“DEED”).

RECITALS

A. DEED has, under the provisions contained in Minn. Stat. 116J.431, created and implemented the Greater Minnesota Business Development Public Infrastructure Grant Program (the “DEED Greater Minnesota Business Development Public Infrastructure Grant Program”) under which it provides grants to statutory and home rule charter cities located outside the metropolitan area (as defined in Minn. Stat. § 473.121, Subd. 2) to assist such cities in the financing of public infrastructure necessary to support eligible projects under Minn. Stat. § 116J.431, Subd. 2.

B. The Public Entity is either a statutory or home rule charter city and as such has the legal authority to own, construct and maintain public infrastructure.

C. Under the State Program, DEED is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

D. Under the State Program the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

E. The Public Entity submitted, if applicable, a grant application to DEED in which the Public Entity requests a grant from the State Program the proceeds of which will be used for the purposes delineated in such grant application.

F. The Public Entity has applied to and been selected by DEED for a receipt of a grant from the State Program in an amount of **FIVE HUNDRED FORTY NINE THOUSAND FIVE HUNDRED FORTY DOLLARS (\$549,540)** (the “Program Grant”), the proceeds must be used by the Public Entity to perform those functions and activities imposed by DEED under the State Program and, if applicable, delineated in that certain grant application (the “Grant Application”).

G. The Public Entity’s receipt and use of the Program Grant to acquire an ownership interest in and/or improve real property (the “Real Property”) and, if applicable, structures

situated thereon (the "Facility") will cause the Public Entity's ownership interest in all of such real property and structures to become "state bond financed property", as such term is used in Minn. Stat. § 16A.695 (the "G.O. Compliance Legislation") and in that certain "Second Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated March 9, 2010 (the "Commissioner's Order"), even though such funds are being used to only acquire such ownership interest and/or improve a part of such real property and structure.

H. The Public Entity and DEED desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

"Agreement" - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the North Windom Industrial Park Project under Greater Minnesota Business Development Public Infrastructure Program, as such exists on its original date and any amendments, modifications or restatements thereof.

"Approved Debt" - means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of the Minnesota Department of Management and Budget (MMB), the proceeds of which were or will be used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

"Code" - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner of MMB" - means the commissioner of the Minnesota Department of Management and Budget, and any designated representatives thereof.

"Commissioner's Order" - means that certain "Second Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated March 9, 2010.

“Completion Date” – means December 31, 2013, the date of projected completion of the Project.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to DEED, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor or Contractors for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” – means the work to be performed under the Construction Contract Documents.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in Attachment I to this Agreement and all amendments thereto, indicating that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to DEED when a payment is requested, as referred to in Section 6.02.

“DEED” – means the Minnesota Department of Employment and Economic Development.

“DEED Greater Minnesota Business Development Public Infrastructure Grant Program” – means the program authorized by Minn. Stat. § 116J.431 and under which DEED supplies financial assistance in the form of grants to statutory and home rule charter cities located outside the metropolitan area (as defined in Minn. Stat. § 473.121, Subd. 2) to assist such cities in the financing of public infrastructure necessary to support eligible projects under Minn. Stat. § 116J.431, Subd. 2.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means public infrastructure, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application that the Public Entity submitted to DEED. *This definition is only needed and only applies if the Public Entity submitted a grant application to DEED. If the Public Entity did not submit a grant application to DEED, then this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portions thereof previously paid back to the Commissioner of MMB.

“Program Grant” - means a grant of monies from DEED to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” - means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03 herein. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in Attachment III hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Cottonwood, State of Minnesota, legally described in Attachment II to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“State Entity” - means the Minnesota Department of Employment and Economic Development.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by DEED and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property and/or, if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Useful Life of the Real Property and, if applicable, Facility” – means (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

**Article II
GRANT**

Section 2.01 Grant of Monies. DEED shall make and issue the Program Grant to the Public Entity, and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to DEED or the Commissioner of MMB under certain circumstances.

Section 2.02 Public Ownership. The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to DEED that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

- Fee simple ownership of the Real Property.
- A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.
[If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation at this point _____.]
- An easement for the Real Property that complies with the requirements contained in Section 2.06.
[If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation at this point _____.]

Ownership Interest in, if applicable, the Facility.

- Fee simple ownership of the Facility.
- A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
[If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation at this point _____.]
- Not applicable because there is no Facility.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

- Acquisition of fee simple title to the Real Property.
- Acquisition of a leasehold interest in the Real Property.
- Acquisition of an easement for the Real Property.
- Improvement of the Real Property.
- Acquisition of fee simple title to the Facility.
- Acquisition of a leasehold interest in the Facility.
- Construction of the Facility.
- Renovation of the Facility.
- Installation of Infrastructure including road improvements, water, sewer, telecommunications, electrical, storm water, lighting,
(Describe other or additional purposes.) etc.

Section 2.04 Operation of the Real Property and Facility. The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

Section 2.05 Public Entity Representations and Warranties. The Public Entity further covenants with, and represents and warrants to DEED as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to DEED or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of DEED and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, DEED and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with, if applicable, the Facility will be situated entirely on the Real Property.

V. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

W. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to DEED and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

X. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either DEED or the Commissioner of MMB.

Section 2.06 Ownership by Leasehold or Easement. *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of DEED and the Commissioner of

MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, DEED and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse DEED for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by DEED and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either DEED or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by DEED and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any Draw Requisition, in any other document furnished pursuant to this Agreement, or in order to induce DEED to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to complete the Project, or cause the Project to be completed, by the Completion Date.

E. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

F. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.W.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by DEED and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either DEED or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of DEED, DEED or the Commissioner of MMB may enforce any or all of the following remedies.

A. DEED may refrain from disbursing the Program Grant; provided, however, DEED may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained in herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either DEED or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that DEED or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of DEED and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to DEED and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the

Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the Governmental Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 Modification and/or Early Termination of Grant. If the Project is not started on or before the date that is 5 years from the effective date of this Agreement or all of the Program Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Public Entity and DEED may agree in writing, then DEED's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such dates then DEED's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such dates then DEED shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity's obligation to complete the Project by the Completion Date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination DEED shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section. 2.13 Excess Funds. If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents is not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 General Provisions. If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

A. The purpose for which it was entered into must be to operate the State Program in the Real Property and, if applicable, Facility.

B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the State Program and must describe such program.

D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the State Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the State Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the State Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the State Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in "private business use" under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of DEED and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, DEED and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Program Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Agreement beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Agreement to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (i) the term of any renewal may not exceed the initial term, (ii) the Public Entity must make a determination that renewal will continue to carry out the State Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (iii) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and

(iv) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 Receipt of Monies Under a Use Contract. The Public Entity does not anticipate the receipt of any funds under a Use Contract; provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Program Grant and the denominator of which is sum of the Program Grant and the Approved Debt.

Article IV SALE

Section 4.01 Sale. The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

- A. The Public Entity determines, by official action, that the such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.
- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 Proceeds of Sale. Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as DEED under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to DEED, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that DEED, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if

applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to DEED shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse DEED or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

Article V
COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION
AND THE COMMISSIONER'S ORDER

Section 5.01 State Bond Financed Property. The Public Entity and DEED acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the GO Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty that could cause the interest on the GO Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as

a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor otherwise omit, take, or cause to be taken any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner's Order. In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity DEED shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the Program Grant, the Public Entity shall submit to DEED a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to 50 percent of amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and DEED, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to DEED, less (iii) any applicable retainage.

Notwithstanding anything herein to the contrary, no payments for materials stored on or off the Real Property will be made by DEED unless the Public Entity shall advise DEED, in writing, of its intention to so store materials prior to their delivery and DEED has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to DEED such supporting evidence as may be requested by DEED to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and, if applicable, Facility and correction of

material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Public Entity shall submit to DEED: (i) such supporting evidence as may be requested by DEED to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date a payment is desired the Public Entity has complied with all requirements of this Agreement and DEED approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then DEED shall disburse the amount of the requested payment to the Public Entity.

Section 6.02 Additional Funds. If DEED shall at any time in good faith determine that the sum of the undisbursed amount of the Program Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then DEED may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in DEED's notice.

Section 6.03 Condition Precedent to Any Payment. The obligation of DEED to make any payment hereunder (including the initial payment) shall be subject to the following conditions precedent:

A. DEED shall have received a Draw Requisition for such payment specifying the amount of funds being requested, which such amount when added to all prior requests for an payment shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. DEED shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to DEED.

C. DEED shall have received evidence, in form and substance acceptable to DEED, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. DEED shall have received evidence, in form and substance acceptable to DEED, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. DEED shall have received evidence, in form and substance acceptable to DEED, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23.

F. DEED shall have received evidence, in form and substance acceptable to DEED, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. DEED shall have received evidence, in form and substance acceptable to DEED, that the Real Property and, if applicable, Facility, and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. DEED shall have received evidence, in form and substance acceptable to DEED, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. DEED shall have received evidence, in form and substance acceptable to DEED, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. DEED shall have received evidence, in form and substance acceptable to DEED, that the Project will be completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04.

K. DEED shall have received evidence, in form and substance acceptable to DEED, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. DEED shall have received evidence, in form and substance acceptable to DEED, that the insurance requirements under Section 7.01 have been satisfied.

M. DEED shall have received evidence, in form and substance acceptable to DEED, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair of the Minnesota House of Representatives Capital Investment Committee has, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. DEED shall have received evidence, in form and substance acceptable to DEED, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefore, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name DEED and the Public Entity dual obligees thereunder, or such other evidence as may be acceptable to the Public Entity and DEED.

P. No determination shall have been made by DEED that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 6.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to DEED that sufficient funds are available.

Q. The Public Entity has supplied to DEED all other items that DEED may reasonably require.

Section 6.04 Construction Inspections. The Public Entity shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify DEED, in writing. DEED and the Inspecting Engineer, if any, may conduct such inspections of the Construction Items as either may deem necessary for the protection of DEED's interest, and that any inspections which may be made of the Project by DEED or the Inspecting Engineer, if any, are made and all certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of DEED, and the Public Entity will not rely thereon.

Article VII MISCELLANEOUS

Section 7.01 Insurance. The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to DEED under which DEED and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair

such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

DEED agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have DEED as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either DEED or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then DEED may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature and any funds expended by DEED to obtain or maintain such insurance shall be due and payable on demand by DEED and bear interest from the date of advancement by DEED at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require DEED to obtain or maintain such insurance, and DEED's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and

discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, DEED agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefore, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use agreement.

The Public Entity shall not, without the written consent of DEED and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly

impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then DEED may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers DEED to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by DEED hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require DEED to take any action, incur any expense, or expend any funds, and DEED shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by DEED to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by DEED and bear interest from the date of advancement by DEED at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow DEED, auditors for DEED, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by State Entity. Upon reasonable request by DEED and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow DEED to inspect the Real Property and, if applicable, Facility.

Section 7.06 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes

that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181 subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 Antitrust Claims. The Public Entity hereby assigns to DEED and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 Review of Plans and Cost Estimates. The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that DEED may request in order for DEED to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair of the Minnesota House of Representatives Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be

performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs of the Minnesota State Senate Finance Committee, the Minnesota House of Representatives Capital Investment Committee and the Minnesota House of Representatives Ways and Means Committee of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Program Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs of the Minnesota State Senate Finance Committee, the Minnesota House of Representatives Capital Investment Committee and the Minnesota House of Representatives Ways and Means Committee that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, rails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice arenas, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those

provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Public Entity and DEED agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of DEED and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless DEED, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against DEED, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of DEED, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of DEED, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold DEED, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, DEED, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of DEED, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with DEED, the Commissioner of MMB, or the State of Minnesota and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of DEED, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from DEED, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

City of Windom
P.O. Box 38
Windom, MN 56101
Attention: Mr. Steve Nasby

To DEED at:

1st National Bank Building
332 Minnesota Street, Suite E200
St. Paul, MN 55101-1351
Attention: DEED, Small Cities Program (SCDP)

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 7.16 Binding Effect and Assignment or Modification. This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and DEED, and their respective successors and assigns. Provided, however, that neither the Public Entity nor

DEED may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or DEED unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.17 Waiver. Neither the failure by the Public Entity, DEED, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, DEED, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, DEED, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 Entire Agreement. This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and DEED, and there are no other agreements, either oral or written, between the Public Entity and DEED on the subject matter hereof.

Section 7.19 Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 Severability. If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 Time of Essence. Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 Matching Funds. The Public Entity must obtain and supply 50% the eligible capital costs for the Project: **\$549,540**

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching

funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 Source and Use of Funds. The Public Entity represents to DEED and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down amongst the following categories:

- (i) State funds including the Program Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the G.O. Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to DEED and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that DEED or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 Project Completion Schedule. The Public Entity represents to DEED and the Commissioner of MMB that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 7.26 Third-Party Beneficiary. The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both DEED and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.27 Public Entity Tasks. Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.28 State Entity and Commissioner Required Acts and Approvals. DEED and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.29 Applicability to Real Property and Facility. This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.30 E-Verification. The Public Entity agrees and acknowledges that it is aware of Governor's Executive Order 08-01 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order and impose a similar requirement in any Use Agreement to which it is a party.

Section 7.31 Additional Requirements. The Public Entity and DEED agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

The city will comply with the reporting requirements of M.S. Section 16A.633, Subdivision 4 "Report on Jobs Created and Retained."

IN TESTIMONY HEREOF, the Public Entity and DEED have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the North Windom Industrial Park Project under the Greater Minnesota Business Development Public Infrastructure Program on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

City of Windom,
a home rule charter city

By: _____

Its: _____

Dated: _____, 2

And: _____

Its: _____

Executed on the ____ day of _____, 2

STATE ENTITY:

Minnesota Department of Employment and
Economic Development

By: _____

Its: Deputy Commissioner

Dated: _____, 2

ENCUMBERED:

Department of Employment and Economic
Development

By: _____
(Name)

PO#3-52213 06/11/2012

Date Encumbered

[Individual signing certifies that funds have
been encumbered as required by Minnesota
Statute 16A.]

City of Windom
Grant #BTED-12-0006-O-FY12

Attachment I to Grant Agreement

**State of Minnesota
Greater Minnesota Business Development Public Infrastructure Program
General Obligation Bond Financed
DECLARATION**

The undersigned has the following interest in the real property located in the County of Cottonwood, State of Minnesota that is legally described in Exhibit A attached and all facilities situated thereon (collectively referred to as the "Restricted Property"):

(Check the appropriate box.)

a fee simple title,

a lease, or

an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

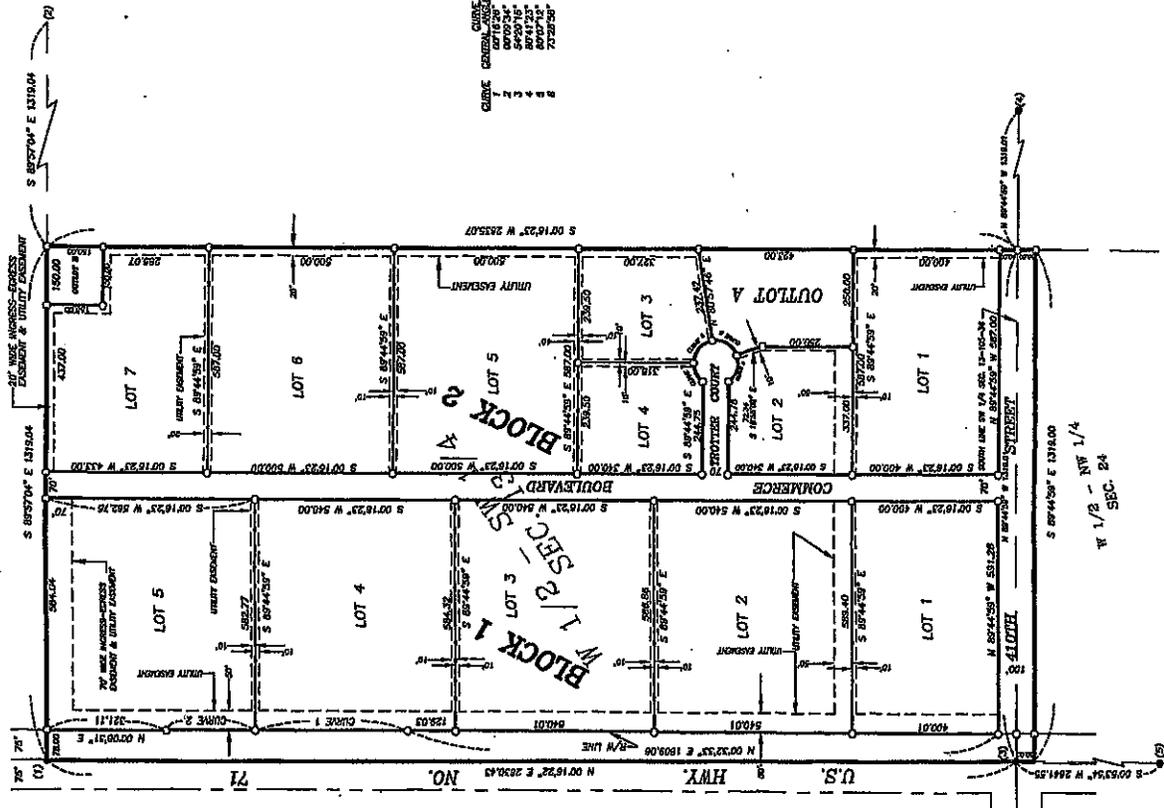
- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement signed by said commissioner and attached to DEED, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain North Windom Industrial Park Project between the City of Windom and the Minnesota Department of Employment and Economic Development (DEED), dated May 18, 2012 (the "G.O. Grant Agreement").

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for as long as the G.O. Grant Agreement is in force and effect; at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of Minnesota Department of Employment and Economic Development and the Commissioner of Minnesota of Management and Budget, or their successors, and such

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

Real Property described as: The right-of-ways for 410th Street, Commerce Boulevard and Trotter Court; Outlot A (Detention Pond); and Outlot B (Detention Pond) all as shown and dedicated in the final plat of the North Windom Industrial Park Subdivision to the City of Windom, Cottonwood County, Minnesota. (A copy of said plat map is attached hereto.)

NORTH WINDOM INDUSTRIAL PARK SUBDIVISION



CURVE	CENTRAL ANGLE	CHORDS	CHORDS
1	0°07'03" E	150.00	150.00
2	0°07'03" W	150.00	150.00
3	0°07'03" E	150.00	150.00
4	0°07'03" W	150.00	150.00
5	0°07'03" E	150.00	150.00
6	0°07'03" W	150.00	150.00
7	0°07'03" E	150.00	150.00
8	0°07'03" W	150.00	150.00

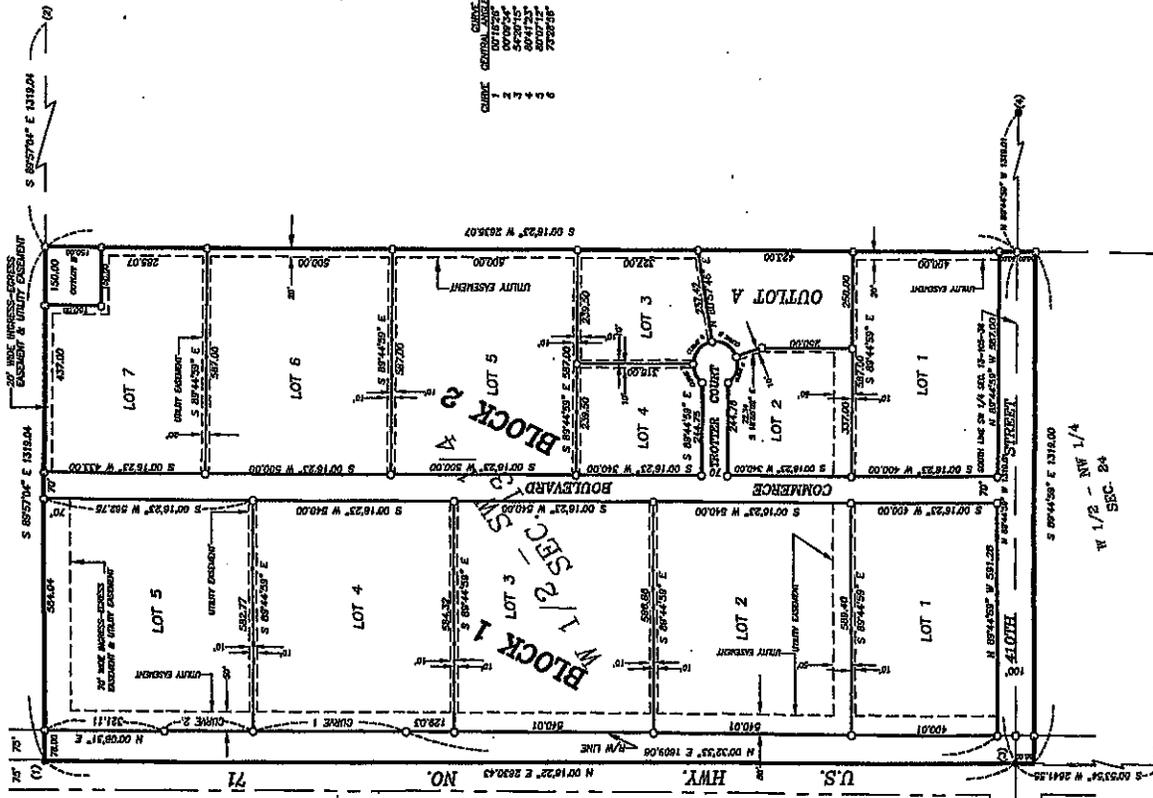
N
 SCALE 1" = 200'
 300' 100' 0' 200'
 * = MONUMENTS FOUND
 ○ = MONUMENTS SET
 --- = UTILITY EASEMENT LINES
 (1) WEST 1/4, SEC. 13-105-38
 (2) WEST 1/4, SEC. 13-105-38
 (3) WEST 1/4, SEC. 13-105-38
 (4) WEST 1/4, SEC. 13-105-38
 (5) WEST 1/4, SEC. 13-105-38
 (6) WEST 1/4, SEC. 13-105-38
 (7) WEST 1/4, SEC. 13-105-38
 (8) WEST 1/4, SEC. 13-105-38

PREPARED FOR: WINDOM E.D.A.
 WINDOM, MN. 56101
 PREPARED BY: ZIESKE LAND SURVEYING INC.
 WINDOM, MN. 56101

Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY

Real Property described as: The right-of-ways for 410th Street, Commerce Boulevard and Trotter Court; Outlot A (Detention Pond); and Outlot B (Detention Pond) all as shown and dedicated in the final plat of the North Windom Industrial Park Subdivision to the City of Windom, Cottonwood County, Minnesota. (A copy of said plat map is attached hereto.)

NORTH WINDOM INDUSTRIAL PARK SUBDIVISION



CURVE	CENTRAL ANGLE	CHORD	LENGTH
1	071°23' E	410.58	410.58
2	071°23' E	410.58	410.58
3	071°23' E	410.58	410.58
4	071°23' E	410.58	410.58
5	071°23' E	410.58	410.58
6	071°23' E	410.58	410.58

N

SCALE 1" = 200'

** MONUMENTS FOUND
 ○ 5/8" IRON STAKE W/ CAP NO. 23048
 --- UTILITY EASEMENT LINES

REFERENCE
 (1) DIST. 1/4 COR. SEC. 13-105-35
 (2) DIST. 1/4 COR. SEC. 13-105-35
 (3) DIST. 1/4 COR. SEC. 13-105-35
 (4) DIST. 1/4 COR. SEC. 13-105-35
 (5) DIST. 1/4 COR. SEC. 13-105-35
 (6) DIST. 1/4 COR. SEC. 13-105-35
 (7) DIST. 1/4 COR. SEC. 13-105-35

PREPARED FOR: **WINDOM E.D.A.**
WINDOM, MN. 56101
 PREPARED BY: **ZIESKE LAND SURVEYING INC.**
WINDOM, MN. 56101

**Attachment III to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT
GRANT #BTED-12-0006-O-FY12**

Source of Funds		Use of Funds	
Identify Source of Funds	Amount	Identify Items	Amount
State GO Funds		Ownership Acquisition and Other Items Paid for with Program Grant Funds	
BDPI/Program Grant	\$549,540	Purchase of Ownership Interest	\$
Other State Funds		Other Items of a Capital Nature	
MN/DOT	\$544,960	Water & Sewer	\$154,730 <i>198,915</i>
	\$	Storm Sewer	\$112,770 <i>202,796</i>
	\$	Streets	\$282,040 <i>147,789</i>
Sub-Total	\$1,094,500	Sub Total	\$549,540
Matching Funds		Items Paid for with Non- Program Grant Funds	
	\$	Engineering, Other <i>contingency</i>	\$443,140 <i>452,649</i>
	\$	Street Construction	\$451,600 <i>641,246</i>
Sub Total	\$	Utility Extensions	\$493,200 <i>294,045</i>
Other Public Entity Funds		Sub Total	\$1,387,940
Windom EDA	\$293,440 <i>625,000</i>		
City of Windom / County	\$549,540 <i>217,980</i>		
Sub-Total	\$842,980		
Loans			
	\$		
	\$		
Sub-Total	\$		
Other Funds			
	\$		
	\$		
Sub-Total	\$		
Prepaid Project Expenses			
	\$		
	\$		
Sub-Total	\$		
TOTAL FUNDS	\$1,937,480	TOTAL PROJECT COSTS	\$1,937,480

**Attachment IV to Grant Agreement
PROJECT COMPLETION SCHEDULE**

The tentative, general schedule for the North Windom Industrial Park Improvement Project is as follows:

May 2012	Project Kickoff Meeting – Meeting with Engineer, Utility Providers, MN DOT Rep., County Engineer, etc. Solicitation of ideas from Windom EDA, MN/DOT, City Staff, and Potential Lot Owners
May– June 2012	Preliminary Design – Highway 71 layout of turn lanes, acceleration lanes, right-of-way; Water & Sewer Mains - Layout, Lift Station; Highway Detour Routes; Lighting & Electrical Layout; Tile System; Storm Water Ponds, etc.
May – June 2012	Topographic Survey of Industrial Park – Preparation of Survey
May – July 2012	Soil Borings – Highway 71 Right-of-Way and in the industrial park (as required)
June – August 2012	Permit Applications and Review – MN DOT, EDA, City of Windom, other local and state agencies
June – August 2012	Final Design of Highway 71 Improvements, Water & Sewer Mains, Lift Station, Lighting, Electrical, Tile System, Storm Water Ponds, etc. Completion of plans and specs.
August – October- 2012	Bidding – Preparation of Bidding Documents, Advertisement for Bids, Receipt and Review of Bids, Notice to Proceed (after bids are awarded and contracts have been executed).
September 2012– July 2013	Construction – Monitoring construction work to verify compliance with plans and specs and grant requirements, review and submission of draw requests for approval, preparation of reports, etc.
July 2013	Project Completed – Verification of satisfactory completion of all construction work, review and submission of final draw requests, preparation of any required final reports, etc.

Construction Field Change No. 4

Project Name: Des Moines River Dam Removal and Rock Riffles Installation

Project No.: 116800

Contract Amount: \$238,428.23

Client: City of Windom, Minnesota

Contractor: Landwehr Construction Inc.

RPR: Mike Czech

Project Engineer: Jeremy Walgrave

Designer: SEH

Project Manager: Rocky Keehn

Requesting Change: City

Date: July 7, 2012

RPR:

Contractor:

Engineer: Additional bank protection

Subcontractor:

Manager:

Agency:

Client: Additional bank protection requested

Other:

Payment:

Unit price: x

Invoice:

Quote:

No cost:

Other:

Reason/ details/ cost of change:

After review of the final project upon substantial completion, it was concluded that additional riprap on the east bank between upper riffle and lower riffle would be needed to provide uniform bank protection between the riffles to assure erosion of the banks will not occur during high water flows. The addition riprap also protect the park access road to the camping ground.

The additional field stone delivered to the site was 252 cubic yards at \$27.76 per cubic yard for a total cost of \$6,175.00

The additional placement area at the site was 625 square yards at \$9.88 per sq.yd. for a total cost of \$6,995.52

Additional Project Cost due to quantity adjustment is \$13,170.52

Possible Cause

	Category	Code
1	Preliminary surveys	
2	Existing records	
3	Field investigations	
4	Design	
5	Specifications	
6	Scheduling	
7	Quantities	
8	Scope	
9	Construction Staking	
10	Project management	
11	Contractor	
12	Field design	C
13	Unforeseen conditions	

Possible Cause

Field Design Improvements

C

Design change agreed to by all parties to protect east bank:

Construction Field Change No. 5

Project Name: Des Moines River Dam Removal and Rock Riffles Installation		Possible Cause	
Project No.: 116800	Contract Amount: \$238,428.23	Category	Code
Client: City of Windom, Minnesota	Contractor: Landwehr Construction Inc.	1 Preliminary surveys	
RPR: Mike Czech	Project Engineer: Jeremy Walgrave	2 Existing records	
Designer: SEH	Project Manager: Rocky Keehn	3 Field investigations	
Requesting Change: City	Date: July 7, 2012	4 Design	
RPR:	Contractor: Contract work done by City	5 Specifications	
Engineer:	Subcontractor:	6 Scheduling	I
Manager:	Agency:	7 Quantities	
Client: Completed Contractor Work:	Other:	8 Scope	
Payment:		9 Construction Staking	
Unit price: x Invoice: Quote: No cost: Other:		10 Project management	
		11 Contractor	
		12 Field design	
		13 Unforeseen conditions	

Reason/ details/ cost of change:
 Due to an early Spring the City park opened ahead of the proposed final site visit by the contractor date and the City needed to get access road and stockpile ready for ball field parking. The City completed the work since the work needed to be completed quickly and it was thought the contractor would not be able to mobilize and complete the work in a timely manner. The final visit by the contractor was to repair both the parking lot and any other project work thus one mobilization effort. However, the contractor was not provided and opportunity to complete the work by the City and thus the final compensation for the work needed to be negotiated. The City agreed to pay for their time, labor and equipment if the contractor paid for the materials. It was determined that two bid items, 12 Stockpile area restoration and A.17 Haul Road Maintenance and Repair were completed by the City and thus the Contractor will get no compensation for these items since the City completed those two tasks for them. The amount of these two items will cover the material cost incurred by the City.

Project Cost not paid by the City due to quantity adjustment:
 12 Stockpile area restoration \$1,136.25
 A.17 Haul Road Maintenance and Repair \$1,157.64
 Total \$2,293.89

Possible Cause	Scheduling	Due to early Spring City park opened earlier than anticipated and thus spring clean-up schedule was accelerated by the City
I		

RESOLUTION #2012-

INTRODUCED:

SECONDED:

VOTED: Aye:
 Nay:
 Absent:

**AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF
TRANSPORTATION GRANT AGREEMENT FOR THE 2012 LARGE AIRCRAFT
HANGAR PROJECT**

WHEREAS, the City of Windom anticipates receiving a grant from the Administrator of the Federal Aviation Administration through the State of Minnesota Department of Transportation, Office of Aeronautics through the Airport Improvement Grant Program in an amount not to exceed \$450,000 for its 2012 Large Aircraft Hangar Project; and

WHEREAS, the City of Windom will receive from the Federal Aviation Administration through the State of Minnesota Department of Transportation, Office of Aeronautics ninety percent (90%) of the allowable costs incurred for the project, not to exceed \$450,000; and

WHEREAS, the City of Windom will provide the remaining ten percent (10%) of the funding for the project.

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

1. That the City Council approves the grant offer from the Federal Aviation Administration and the State of Minnesota Department of Transportation and agrees to the terms and conditions required to accept the grant.
2. That the Mayor and City Administrator are authorized to execute this agreement and any amendments on behalf of the City of Windom.

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

Kirby G. Kruse, Mayor

Attest: _____
Steven Nasby, City Administrator

CERTIFICATION

STATE OF MINNESOTA :
COUNTY OF COTTONWOOD :

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the Windom City Council at an authorized meeting held on the 17th day of July, 2012, as shown by the minutes of the meeting in my possession.

Steve Nasby, City Administrator

Notary Public

My Commission Expires: _____

RESOLUTION #2012-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

A RESOLUTION AWARDING THE CONTRACT FOR THE PROJECT ENTITLED "2012 LARGE AIRCRAFT HANGAR PROJECT"

WHEREAS, pursuant to an advertisement for bids for the project entitled "2012 Large Aircraft Hangar Project", bids were received, opened and tabulated according to law, and the following bids were in compliance with the advertisement:

Empire Building Construction	\$ 369,900.25
Key Builders, Inc.	\$ 470,266.00
Larson Contracting Central LLC	\$ 460,085.00
Everstrong Construction Inc.	\$ 532,864.70
Alternate 1 – Lighting Upgrade	
Empire Building Construction	\$ 5,000.00
Key Builders, Inc.	\$ 5,500.00
Larson Contracting Central LLC	\$ 5,200.00
Everstrong Construction Inc.	\$ 5,000.00
Alternate 2 – In-Floor Heating Upgrade	
Empire Building Construction	\$ 11,300.00
Key Builders, Inc.	\$ 18,500.00
Larson Contracting Central LLC	\$ 11,000.00
Everstrong Construction Inc.	\$ 10,000.00
Alternate 3 – Bi-Fold Door Insulation	
Empire Building Construction	\$ 1,200.00
Key Builders, Inc.	\$ 1,400.00
Larson Contracting Central LLC	\$ 780.00
Everstrong Construction Inc.	\$ 741.00
Alternate 4 – Liner Panel – Full Height and Ceiling	
Empire Building Construction	\$ 11,500.00
Key Builders, Inc.	\$ 26,000.00
Larson Contracting Central LLC	\$ 24,250.00
Everstrong Construction Inc.	\$ 11,360.00
Alternate 5 – Epoxy Flooring and Vapor Barrier	
Empire Building Construction	\$ 29,013.00
Key Builders, Inc.	\$ 23,200.00
Larson Contracting Central LLC	\$ 16,500.00
Everstrong Construction Inc.	\$ 28,500.00

Alternate 6 – Overhead Door	
Empire Building Construction	\$ 3,074.00
Key Builders, Inc.	\$ 3,000.00
Larson Contracting Central LLC	\$ 5,250.00
Everstrong Construction Inc.	\$ 2,796.00

AND WHEREAS, it appears that the lowest responsible bidder is:

Empire Building Construction	\$ 369,900.25
Alternate 1 – Lighting Upgrade	\$ 5,000.00
Alternate 2 – In-Floor Heating Upgrade	\$ 11,300.00
Alternate 3 – Bi-Fold Door Insulation	\$ 1,200.00
Alternate 4 – Liner Panel – Full Height and Ceiling	\$ 11,500.00
Alternate 5 – Epoxy Flooring and Vapor Barrier	\$ 29,013.00
Alternate 6 – Overhead Door	\$ 3,074.00

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

1. Bid award is contingent upon issuance of a Grant Offer of Federal funding from the Federal Aviation Administration and the State of Minnesota Department of Transportation.
2. A "Notice of Award" shall be issued to the above low bidder.
3. The Mayor and City Administrator are hereby authorized and directed to enter into the contract with the above low bidder, in the name of the City of Windom, for the completion of the project entitled "2012 Large Aircraft Hangar Project" according to the plans and specifications approved by the City Council and on file in the Office of the City Administrator.
4. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except for the deposits of the successful bidder and the next lowest bidder which shall be retained until the contract has been signed.

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

Kirby G. Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

July 12, 2012

Mr. Steve Nasby
City Administrator
City of Windom
444 9th Street, P.O. Box 38
Windom, Minnesota 56101

Re: Windom Municipal Airport
2012 Large Aircraft Hangar Project
Recommendation of Contract Award
TKDA Project No. 15104.001

Dear Mr. Nasby:

Bids on the above-referenced project were received and opened at the Windom City Hall at 10:00 AM on July 11, 2012. Four bids were received as follows (Base Bid):

Empire Building Construction	\$369,900.25
Larson Contracting Central LLC	\$460,085.00
Key Builders Inc.	\$470,266.00
Everstrong Construction Inc.	\$532,864.70

The Engineer's Estimate for this construction was \$489,711.50 (Base Bid).

We have reviewed the bids and found no improprieties in them, other than minor rounding errors on the extensions. The individual bids vary by 44.1% from low to high, and the low bid is 32.4% below the Engineer's Estimate. A copy of the Bid Tabulation is enclosed for your review. We will also provide copies of the tabulation to all bidders.

All bid items, including the bid alternates, were reviewed and determined to be fair and reasonable based on comparable projects.

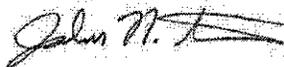
The basis for award shall be to the lowest responsible bidder based solely on the Base Bid. The City may elect to award any, or all, of the six bid alternates at its discretion. If all bid alternates are awarded, the project total as bid is \$430,987.25. This total amount is still within the budgeted amount and within your available federal entitlements. At 90% federal funding rate, the resulting local share will total \$43,098.73 for construction. Federal grants from the FAA must be applied for prior to August 10th of this year.

Mr. Steve Nasby
City of Windom
Recommendation of Contract Award
July 12, 2012
Page 2

We have reviewed the references and portfolio of similar projects from Empire Building Construction. They appear to have many years of similar construction experience with good performance. We therefore recommend that a contract be awarded to Empire Building Construction of Sioux Falls, South Dakota, the lowest responsible bidder. Any resolution for award should be subject to state and federal concurrence and availability of funding.

Please contact us at your convenience with any related questions or comments.

Sincerely,



John N. Peterson, PE
Project Manager

Enclosures

cc: Don Berre, MnDOT Aeronautics, w/encl.
Sandy DePottay, FAA, w/encl.



BIDS OPENED: JULY 11, 2012
 TABULATION BY: JNP

TABULATION OF BIDS
 2012 LARGE AIRCRAFT HANGAR
 WINDOM MUNICIPAL AIRPORT

FAA AIP NO. 3-27-0113-09-12
 STATE PROJECT NO. A1701-34
 TKDA PROJECT NO. 15104

ITEM NO.	DESCRIPTION	QUANTITY	ENGINEER'S ESTIMATE			EMPIRE BUILDING CONSTRUCTION			LARSON CONTRACTING CENTRAL LLC			KEY BUILDERS INC.		
			UNIT PRICE	EXTENSION	EXTENSION	UNIT PRICE	EXTENSION	EXTENSION	UNIT PRICE	EXTENSION	EXTENSION	UNIT PRICE	EXTENSION	
40-1	MOBILIZATION	1 LS	35,000.00	35,000.00	12,000.00	12,000.00	51,054.00	51,054.00	66,000.00	66,000.00				
2-36H	ELECTRICAL UTILITY ENCASEMENT	330 LF	10.00	3,300.00	3,960.00	3,960.00	-40.00	13,200.00	13,200.00	28.00	9,240.00			
43-1	REMOVE BITUMINOUS PAVEMENT	205 SY	5.00	1,025.00	1,498.55	1,498.55	10.00	2,050.00	2,050.00	22.00	4,510.00			
43-2	REMOVE SUBDRAIN	100 LF	4.00	400.00	535.00	535.00	10.28	1,028.00	1,028.00	5.50	550.00			
43-3	REMOVE CONCRETE PAD	1 LS	500.00	500.00	400.00	400.00	750.00	750.00	550.00	550.00				
43-4	REMOVE AIRCRAFT ANCHOR	9 EA	100.00	900.00	1,350.00	1,350.00	100.00	900.00	275.00	2,475.00				
51-1	COMMON EXCAVATION	50 CY	10.00	500.00	808.00	808.00	30.00	1,500.00	33.00	1,650.00				
51-2	SUBGRADE EXCAVATION	100 CY	10.00	1,000.00	1,070.00	1,070.00	27.00	2,700.00	22.00	2,200.00				
51-4	GRANULAR MATERIAL (GV)	175 CY	20.00	3,500.00	4,200.00	4,200.00	27.50	4,812.50	39.00	6,825.00				
51-7	WATER	25 MGAL	20.00	500.00	100.00	100.00	100.00	2,500.00	73.00	1,825.00				
51-12	TOPSOIL PLACEMENT	712 SY	2.00	1,424.00	3,204.00	3,204.00	4.00	2,848.00	5.50	3,916.00				
72-1	6" AGGREGATE BASE	550 SY	6.50	3,575.00	17.30	9,790.00	18.50	10,175.00	20.00	11,000.00				
82-1	WEARING COURSE MIXTURE	70 TN	55.00	3,850.00	84.07	5,884.90	86.00	6,020.00	93.00	6,510.00				
82-2	BINDER COURSE MIXTURE	70 TN	55.00	3,850.00	75.38	5,275.20	80.00	5,600.00	83.00	5,810.00				
82-5	BITUMINOUS MATERIAL FOR MIXTURE	10 TN	750.00	7,500.00	131.23	1,312.30	150.00	1,500.00	145.00	1,450.00				
82-6	BITUMINOUS TACK COAT	55 GAL	2.50	137.50	311.30	311.30	6.50	357.50	6.00	330.00				
103-1	AIRCRAFT ANCHOR IN BITUMINOUS	9 EA	750.00	6,750.00	1,350.00	1,350.00	250.00	2,250.00	2,300.00	20,700.00				
105-1	PAVEMENT MARKING	1 LS	1,500.00	1,500.00	1,000.00	1,000.00	1,750.00	1,750.00	1,650.00	1,650.00				
105-2	MARKING OBLITERATION	1 LS	500.00	500.00	1,000.00	1,000.00	750.00	750.00	550.00	550.00				
111-1	SODDING	750 SY	10.00	7,500.00	5,100.00	5,100.00	6.00	4,500.00	9.40	4,800.00				
111-2	WATER	45 MGAL	20.00	900.00	100.00	4,500.00	100.00	4,500.00	77.00	3,465.00				
112-1	SILT FENCE, HEAVY DUTY	400 LF	1.50	600.00	1,200.00	1,200.00	3.00	1,200.00	4.40	1,760.00				
200-1	HANGAR ELECTRICAL CONSTRUCTION	1 LS	55,000.00	55,000.00	40,000.00	40,000.00	40,100.00	40,100.00	42,000.00	42,000.00				
300-1	HANGAR MECHANICAL CONSTRUCTION	1 LS	35,000.00	35,000.00	25,500.00	25,500.00	33,540.00	33,540.00	30,500.00	30,500.00				
500-1	PREFABRICATED METAL HANGAR BUILDING	1 LS	315,000.00	315,000.00	236,159.00	236,159.00	254,500.00	254,500.00	240,000.00	240,000.00				
			TOTAL BASE BID			\$489,711.50			\$460,085.00			\$470,266.00		

TOTAL WITH BID ALTERNATES			\$559,411.50			\$430,987.25			\$523,065.00					
200-2	LIGHTING UPGRADE	1 LS	7,200.00	7,200.00	5,000.00	5,000.00	5,200.00	5,200.00	5,500.00	5,500.00				
300-2	IN-FLOOR HEATING UPGRADE	1 LS	18,000.00	18,000.00	11,300.00	11,300.00	11,000.00	11,000.00	18,500.00	18,500.00				
500-2	BI-FOLD DOOR INSULATION	1 LS	3,000.00	3,000.00	1,200.00	1,200.00	780.00	780.00	1,400.00	1,400.00				
500-3	LINER PANEL--FULL HEIGHT AND CEILING	1 LS	20,000.00	20,000.00	11,600.00	11,600.00	24,250.00	24,250.00	25,000.00	25,000.00				
500-4	EPOXY FLOORING AND VAPOR BARRIER	1 LS	18,000.00	18,000.00	29,013.00	29,013.00	16,500.00	16,500.00	23,200.00	23,200.00				
500-5	OVERHEAD DOOR	1 LS	3,500.00	3,500.00	3,074.00	3,074.00	5,250.00	5,250.00	3,000.00	3,000.00				
			TOTAL WITH BID ALTERNATES			\$559,411.50			\$430,987.25			\$523,065.00		

DENOTES ERROR ON THIS LINE ON EXECUTED BID PROPOSAL.

FAA AIP NO. 3-27-0113-09-12
 STATE PROJECT NO. A1701-34
 TKDA PROJECT NO. 15104

TABULATION OF BIDS
 2012 LARGE AIRCRAFT HANGAR
 WINDOM MUNICIPAL AIRPORT

BIDS OPENED: JULY 11, 2012
 TABULATION BY: JNP

ITEM NO.	DESCRIPTION	QUANTITY	ENGINEER'S ESTIMATE		EVERSTRONG CONSTRUCTION INC.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
BASE BID						
40-1	MOBILIZATION	1 LS	35,000.00	35,000.00	15,234.25	15,234.25
236H	ELECTRICAL UTILITY ENCASUREMENT	330 LF	10.00	3,300.00	40.48	13,358.40 #
43-1	REMOVE BITUMINOUS PAVEMENT	205 SY	5.00	1,025.00	6.00	1,230.00
43-2	REMOVE SUBDRAIN	100 LF	4.00	400.00	13.20	1,320.00
43-3	REMOVE CONCRETE PAD	1 LS	500.00	500.00	600.00	600.00
43-4	REMOVE AIRCRAFT ANCHOR	9 EA	100.00	900.00	480.00	4,320.00
51-1	COMMON EXCAVATION	50 CY	10.00	500.00	24.00	1,200.00
51-2	SUBGRADE EXCAVATION	100 CY	10.00	1,000.00	24.00	2,400.00
51-4	GRANULAR MATERIAL (CV)	175 CY	20.00	3,500.00	21.60	3,780.00 #
51-7	WATER	25 MGAL	20.00	500.00	120.00	3,000.00
71-2	TOPSOIL PLACEMENT	712 SY	2.00	1,424.00	3.50	2,532.00
72-1	6" AGGREGATE BASE	550 SY	6.50	3,575.00	17.70	9,735.00
82-1	WEARING COURSE MIXTURE	70 TN	65.00	4,550.00	100.88	7,061.60 #
82-2	BINDER COURSE MIXTURE	70 TN	55.00	3,850.00	90.48	6,330.10 #
82-5	BITUMINOUS MATERIAL FOR MIXTURE	10 TN	750.00	7,500.00	157.48	1,574.80
82-6	BITUMINOUS TACK COAT	55 GAL	2.50	137.50	6.75	373.45
103-1	AIRCRAFT ANCHOR IN BITUMINOUS	9 EA	750.00	6,750.00	420.00	3,780.00
105-1	PAVEMENT MARKING	1 LS	1,500.00	1,500.00	2,640.00	2,640.00
105-2	MARKING OBLITERATION	500 SY	500.00	500.00	6,000.00	6,000.00
111-1	SODDING	750 SY	10.00	7,500.00	6.95	5,220.00
111-2	WATER	45 MGAL	20.00	900.00	120.00	5,400.00
112-1	SILT FENCE, HEAVY DUTY	400 LF	1.50	600.00	7.20	2,880.00
200-1	HANGAR ELECTRICAL CONSTRUCTION	1 LS	55,000.00	55,000.00	45,600.00	45,600.00 #
300-1	HANGAR MECHANICAL CONSTRUCTION	1 LS	35,000.00	35,000.00	30,600.00	30,600.00 #
500-1	PREFABRICATED METAL HANGAR BUILDING	1 LS	315,000.00	315,000.00	356,663.90	356,663.90
			TOTAL BASE BID \$489,711.50		\$532,864.70	
BID ALTERNATES						
200-2	LIGHTING UPGRADE	1 LS	7,200.00	7,200.00	5,000.00	5,000.00
300-2	IN-FLOOR HEATING UPGRADE	1 LS	18,000.00	18,000.00	10,000.00	10,000.00
500-2	BI-FOLD DOOR INSULATION	1 LS	3,000.00	3,000.00	741.00	741.00
500-3	LINER PANEL + FULL HEIGHT AND CEILING	1 LS	20,000.00	20,000.00	11,360.00	11,360.00
500-4	EPOXY FLOORING AND VAPOR BARRIER	1 LS	18,000.00	18,000.00	28,500.00	28,500.00
500-5	OVERHEAD DOOR	1 LS	3,500.00	3,500.00	2,796.00	2,796.00
			TOTAL WITH BID ALTERNATES \$559,411.50		\$591,261.70	

DENOTES ERROR ON THIS LINE ON EXECUTED BID PROPOSAL.

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: July 13, 2012
RE: Lease Amendment – Airport

The City has been leasing property at the Airport to Tim Ketzenberg for a number of years for the purpose of mowing the grass and hay collection. The County Recorder shows this as parcel as the East 60 feet of the West 460 feet, NE 1\4 (approximately 3.63 acres), with a parcel number of 08-90-0040. In return for this lease Mr. Ketzenberg pays the Cottonwood County Auditor the property taxes due on said parcel (#08-90-0040) until the end of the lease term on January 1, 2015.

The City acknowledges that Mr. Ketzenberg has had family members or other third parties assist him with mowing, baling or other reasonably associated agricultural activities (as allowed by the FAA or MN DOT). The City has had no problems or objections as Mr. Ketzenberg acknowledges that he was solely responsible for their actions, damages and liability while on City Airport property. Myron Peters has been working with Mr. Ketzenberg for the mowing and hay collection. Both Mr. Peters and Mr. Ketzenberg have requested that Mr. Peters' name be added onto the lease of the airport property. Brian Underwood, Airport Manager, concurs with this request as he has been working well with both parties.

Staff is requesting the City Council's approval of the addition of Myron Peters' name on to the airport lease held by Mr. Ketzenberg contingent upon written documentation from both parties.

RESOLUTION #2012-

INTRODUCED:

SECONDED:

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

WINDOM'S "NIGHT TO UNITE" PROCLAMATION

WHEREAS, the Minnesota Crime Prevention Association, AAA of Minnesota/Iowa and local law enforcement agencies are sponsoring a unique, nationwide crime, drug and violence awareness program on August 6, 2012, entitled "Night to Unite"; and

WHEREAS, the "Night to Unite" provides a unique opportunity for Windom, Minnesota, to join forces with thousands of other communities across the country in promoting cooperative police-community crime prevention efforts; and

WHEREAS, the Cottonwood County Youth Task Force, Southwest Crisis Center, and MN Department of Corrections play a vital role in assisting the Windom Police Department and Cottonwood County Sheriff's Department through joint crime, drug and violence prevention efforts in Windom and are supporting "Night to Unite 2012" locally; and

WHEREAS, it is essential that all citizens of Windom be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drugs and violence in Windom; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "Night to Unite" program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that Monday, August 6, 2012, is designated as "**Night to Unite**" in Windom, Minnesota, and citizens of Windom are encouraged to support and participate in Windom's 6th Annual "Night to Unite".

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

Kirby G. Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

RESOLUTION #2012-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

CITY OF WINDOM

RESOLUTION ESTABLISHING RATES, CHARGES AND FEES FOR TELECOMMUNICATIONS ENTERPRISE FUND

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

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

WHEREAS, the Windom Telecommunication Commission recommends revising the tariff to reflect the following rates; and

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

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

11. RATES AND CHARGES

11.1 End User Access Service

(A) Carrier Common Line Access Service Rate

	<u>Monthly Rate</u>
Premium Access per MOU	
- Originating Rate Equal to	\$.015
- Terminating Rate Equal to	\$.000

11.2 Local Transport

(C) Tandem Switched Transport (Per Segment)

(1) Tandem Switched Facility	
Per Access MOU Per Mile	
- Originating	\$.000165
- Terminating	\$.000402
(2) Tandem Switch Termination	
Per Access MOU Per Termination	
-	\$.000816
- Originating	
- Terminating	\$.002090

11.3 End Office

(A)	<u>Local Switching</u>		
	(1)	<u>Premium</u>	
		Per Access Minute	
		- Originating	\$.020000
		- Terminating	\$.044902
	(2)	<u>Transitional Interconnection</u>	
		Charge per Local Switch MOU	
		- Originating	\$.000000
		- Terminating	\$ (.010821)
(B)	<u>Information Surcharge</u>		
	(1)	<u>Premium</u>	
		Per Access Minute Per 100	
		Access Minutes	
		- Originating	\$.0211
		- Terminating	\$.0494

All other rates and charges listed in the access tariff shall remain the same.

Adopted this 17th day of July, 2012.

Kirby G. Kruse, Mayor

ATTEST:

Steven Nasby, City Administrator

Memo

To: Mayor and City Council

From: Brad Bussa Windom Community Director

CC: Steve Nasby

Date: 7/13/2012

Re: Community Center Full Time Assistant/Receptionist Position

The Windom Community Center has been running without a Assistant/Receptionist since June 5th 2012. The Center is going into its busy wedding season with 15 up coming wedding receptions. We have just completed the job application and interviewing process. After interviewing with the applicants that were picked for interviews some declined the job due to the extent of nights and weekends and the variety of work involved in the job description. Of the 2 finalist it is my recommendation to hire Lois Eigenberg with her Community Center experience to fill the position as Assistant/Receptionist immediately following your approval.

Requested Council Action:

The Windom Community Center Director requests That the City Council approve the hiring of Lois Eigenberg as the Windom Community Center Assistant/Receptionist at a Grade 3 Step 1.

Public Data Access Policy

The City of Windom, in compliance with 2012 Minnesota Laws Chapter 290 § 10 to be codified as Minnesota Statute § 13.025 subdivision 2, recognizes the rights of public access to data. The right to access to government data is codified in Minnesota Statute § 13.03.

Requesting Access to Data -- All requests for access to public data should be made, in writing, to the City Administrator. The person shall be permitted to inspect and copy the data at reasonable times and places, and upon request, shall be informed of the data's meaning. Access to this data will be free of charge. The data shall be freely accessible, no matter the medium used to present the data; however, the City reserves the right to charge a fee for remote access to data where either the data or access is enhanced at the request of the person seeking access.

A fee may be charged for requests for copies or electronic transmittal of the data. These costs are limited to the actual costs of searching for and retrieving government data, including the cost of employee time, and for making, certifying, and electronically transmitting the copies of the data. The City may not charge a fee for the cost of separating public from non-public data.

If 100 or fewer pages of black and white, letter or legal size paper copies are requested, the City shall not use actual costs, but may charge no more than 25 cents for each page copied

The City may charge a fee for requests for data that has commercial value when there was considerable cost to the City for compilation of, storage of, and other relevant costs related to that data pursuant to Minnesota Statute § 13.03 subdivision 3 (d).

If the City determines the requested data to be classified, the City shall inform the requesting person, either orally or in writing, as soon after that time as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based. Upon request of the person denied access, a written certification shall be created if that person previously received an oral denial to the request.

Discoverability of Not Public Data -- If the City opposes discovery of government data or release of data pursuant to court order on the grounds that the data are classified as not public, the party that seeks access may bring before the appropriate presiding judicial officer, arbitrator, or administrative law judge an action to compel discovery.

The presiding officer will first decide whether the data is discoverable or releasable pursuant to the rules of evidence and of criminal, civil, or administrative procedure. If it is discoverable, the officer shall decide whether the benefit to the party seeking access to the data outweighs any harm to the confidentiality interests of the entity maintaining the data or of any person who has provided the data, is the subject of the data, or is identified in the data.

Changes of Classification of Data -- Unless otherwise provided by a particular statute, the classification of the data is determined at the time of the request, not at the time the data is created, collected, or received.

Data Subject Rights and Access Policy

The City of Windom, in compliance with 2012 Minnesota Laws Chapter 290 § 10 to be codified as Minnesota Statute § 13.025 subdivision 3, recognizes the rights of the subject of data held by the city. The right of subjects of data are codified in Minnesota Statute § 13.04.

Tennessee Warning -- The City must give a Tennessee warning to any individual asked to supply private or confidential data concerning the individual. The individual must be informed of the purpose and intended use of the data, whether the individual may refuse to supply the data or is legally obligated to do so, known consequences from supplying or refusing to supply private or confidential data, and the identity of persons authorized to receive the data.

This requirement does not apply to individuals asked to supply investigative data to a law enforcement officer.

Accessing Data -- An individual is free to access data of which the individual is subject. The individual is able to request to be informed whether the City holds any data on said individual and whether it is public, private, or confidential. This request should be made, in writing, to the City Administrator. The individual can view the public or private data at no charge. The individual can also request to be informed of the meaning of the data held.

After accessing the data, the City is not required to reproduce the data for another six months unless there is a dispute concerning the data or more information has been collected since the individual last accessed the data. Upon request, the city can supply copies of public or private copies of the data and can require an additional charge to pay the cost of copying and certifying the data.

The City will reasonably attempt to comply with data requests immediately; however, if that is not possible, the City will comply within ten days of the request, excluding, Saturdays, Sundays, and legal holidays.

Inaccurate or Incomplete Data -- If an individual should find inaccurate or incomplete information, the individual should notify the City Administrator, in writing, of the error. Within 30 days the City will either correct the data and notify past recipients of the material, including recipients named by the individual, or notify the individual that the City believes the data to be correct. The disputed data will only be disclosed if the individual's statement of disagreement is also included.

This determination may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases Minnesota Statute §14.57-14.62. Before issuing the order and notice of a contested case hearing, an attempt will be made to resolve the dispute through education, conference, conciliation, or persuasion. It may also be referred to mediation. After these attempts have been made, the appeal will be dismissed or the order and notice of hearing will be issued.

Sex Offender Program Data -- If data maintained by the Department of Human Services sex offender program about a civilly committed sex offender is disputed, the dispute must be submitted in writing to the data practices compliance official of the Department of Human Services.

RESOLUTION #2012-

INTRODUCED:

SECONDED:

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

RESOLUTION APPOINTING A RESPONSIBLE AUTHORITY AND ASSIGNING DUTIES

WHEREAS, Minnesota Statutes, Section 13.02, Subdivision 16, as amended, requires that the City of Windom appoint one person as the Responsible Authority to administer the requirements for collection, storage, use, and dissemination of data on individuals within the City; and

WHEREAS, the Windom City Council shares concern expressed by the Legislature on the responsible use of all City data and wishes to satisfy this concern by immediately appointing an administratively qualified Responsible Authority as required under the statute.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the **City Administrator Steve Nasby** is hereby appointed as the Responsible Authority for the purposes of meeting all requirements of Minnesota Statutes, Chapter 13 as amended, and with rules as lawfully promulgated by the Commission of Administration.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF WINDOM, MINNESOTA, that the Responsible Authority shall require the requesting party to pay the actual cost of making, certifying, and compiling copies and of preparing summary data, as allowed by Minnesota Statutes, Chapter 13 and by Minnesota Rules, Chapter 1205, as amended.

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

Kirby G. Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

installer license is considered to be a Class B installer license and that the satellite system contractor license is a Class B business license. *Effective Oct. 1, 2012.* (AH)



DATA PRACTICES

Settlement agreements and investigative data

Chapter 280 (HF 2647*/SF 2409) amends provisions of the Minnesota Government Data Practices Act (MGDPA), making public certain data related to settlement agreements with employees, and data related to complaints and investigations against management employees.

As amended, Minn. Stat. § 13.43, subd. 2, states that the “complete” terms of an agreement settling any dispute arising out of an employment relationship, including buy-outs, are public data, if it involves payment of more than \$10,000 of public money.

The bill also makes data related to complaints filed against management personnel public, expanding the current reach of the law that only applies to state agencies. The following city employees will be subject to the new disclosure requirements:

- The chief administrative officer or individual acting in an equivalent position.
- In a city with a population over 7,500 people, individuals in a management capacity reporting directly to the chief administrative officer.
- In addition, in a city with a population over 15,000, the three highest-paid employees. (The salary data of these employees must be annually disclosed pursuant to Minn. Stat. § 471.701.)

All data related to a complaint or charge against a covered employee is public if:

- The complaint or charge results in disciplinary action;
- The employee resigns or is terminated while the complaint or charge is pending; or
- A city enters into a settlement agreement where a person releases potential legal claims arising out of the conduct that is the subject of the complaint.

The bill also clarifies that the provisions do not authorize the release of data that are made not public under other law. *Effective May 5, 2012, and applies to any agreement entered into or modified after that date.* (PH)

Omnibus data practices bill

Chapter 290 (HF 1466/SF 1143*) is the omnibus data practices bill that includes changes to data practices and open meeting law provisions. The following sections make technical changes to provide that data are designated in the plural term (Sections 1-8, 18-19, 26-31, 40-41, 43-48, 53-57, and 59-62).

- **Responsible authority.** Section 9 amends Minn. Stat. §13.02, subd. 16(b) to declare that if cities (as well as counties, school districts and other political subdivisions) have not designated an individual to serve in this capac-

ity, the responsible authority is deemed to be the elected or appointed city clerk unless the city home rule charter does not include that position, in which case the responsible authority is deemed to be the chief clerical officer for filing and record-keeping. *Effective Aug. 1, 2012.*

- **Government entity obligation.** Section 10 adds a new section of Minn. Stat. § 13.025, to further describe and assign duties to the role of the responsible authority. *Effective Aug. 1, 2012.*
- **Data inventory.** Subdivision 1 requires the responsible authority to create an inventory containing his/her name, title, address, and a description of each category of record, file, or process for private or confidential data on individuals that the city maintains. It provides that forms used to collect such data may also be included in the inventory. The responsible authority is also required to update the inventory annually, make changes needed to maintain accuracy, and make the inventory available to the public as provided in Minn. Stat. §§ 13.03 and 15.17. Provisions also authorize the commissioner of Administration to require responsible authorities to submit copies of the inventory as well as additional information about data collection practices, policies and procedures.
- **Public data access policy.** Subdivision 2 requires the responsible authority to prepare a written data access policy and to update the policy no later than Aug. 1 each year, as well as at other times, in order to include changes in personnel, procedures, or other factors that affect the public’s ability to access data.
- **Data subject rights and access policy.** Subdivision 3 requires the responsible authority to prepare a written policy of the rights of data subjects under Minn. Stat. § 13.04, including specific procedures that the city uses for access by the subject of the data to public or private data on individuals; and update the policy no later than Aug. 1 each year and as needed to reflect changes in personnel, procedures, or other circumstances that impact the ability of the public to access data.
- **Availability.** Subdivision 4 requires the responsible authority to make copies of the public data access policy and the policy of the rights of data subjects easily available to the public by distributing free copies to the public, or by posting the policies in a conspicuous location within the city easily accessible to the public, or posting the policies on the city website.
- **Procedures.** Section 11 amends Minn. Stat. § 13.03, subd. 2 to delete provisions now included in Section 10 with respect to preparation, updating, and making copies of public access policies and procedures easily available. *Effective Aug. 1, 2012.*
- **Change in classification of data; effect of dissemination among agencies.** Section 12 amends Minn. Stat. § 13.03, subd. 4 to provide for the treatment of the

term "data" as plural and to clarify that judicial branch data disseminated to cities (and other political subdivisions) by the judicial branch have the same level of accessibility at the local level as they had at the judicial level. In addition, the new language provides that if the data have a specific classification in state statute or federal law, the government entity (the city) must maintain the data according to that classification. *Effective Aug. 1, 2012.*

- **Effect of opinions.** Section 13 amends Minn. Stat. § 13.072, subd. 2 to provide that the commissioner of Administration is required to indicate when the principles stated in a commissioner opinion issued under this section are not intended to provide guidance to all "similarly situated" persons or government entities.

Effective Aug. 1, 2012.

- **Definitions.** Section 14 amends Minn. Stat. § 13.10, subd. 1 to clarify that the term "data" are to be in the plural form and to clarify that in (c) the "representative of the decedent" is the personal representative of the estate of the decedent, or if no personal representative has been appointed or after the discharge of the personal representative, the surviving spouse or any child of the decedent, or if no spouse or children, the parents of the decedent. *Effective Aug. 1, 2012.*

RESOLUTION #2012-

INTRODUCED:

SECONDED:

VOTED: Aye:

Nay:

Absent:

RESOLUTION APPROVING THE CENTRAL MINNESOTA MUNICIPAL POWER AGENCY "CMMPA" WPPI PURCHASE POWER SALES AGREEMENT

BE IT RESOLVED by the City Council of the City of Windom, Windom, MN (hereinafter referred to as "City"), as follows:

Section 1: It was previously determined that it is in the best interests of the City to utilize the resources and services of the Central Minnesota Municipal Power Agency ("CMMPA") to participate in the development and investment in the acquisition, construction, ownership and operation of electric generating facilities, or the acquisition of rights to the output of such electric generating facilities, negotiation of contracts, and planning, including resource planning studies, associated transmission arrangements, engineering and technical assistance.

Section 2: The City now wishes to authorize the City's participation in the following power purchase arrangement:

WPPI Purchase Power Sales Agreement.

Section 3: The City has received and reviewed a proposed form of the WPPI Purchase Power Sales Agreement dated June 25, 2012 and finds such form of agreement to be acceptable.

Section 4: The City is hereby authorized to participate in the WPPI Purchase Power Sales Agreement with CMMPA, without the further action of the City, based on a nominal capacity share, expressed in MW, initially requested to be 0.5 MW; provided, however, that if an additional share is made available to the City through a second round of allocations in the subscription process in order to fully allocate the amount to be purchased by CMMPA under the WPPI Purchase Power Sales Agreement, the City is authorized to increase its nominal capacity share pursuant to such allocation process to an aggregate amount not to exceed 0.5 MW, all in accordance with the terms of the WPPI Purchase Power Sales Agreement.

Section 5: The Mayor and City Administrator are hereby authorized and directed to execute the WPPI Purchase Power Sales Agreement for and on behalf of the City, such execution to be final and conclusive evidence of the City's authorization.

Adopted this 17th day of July, 2012.

Kirby G. Kruse, Mayor

ATTEST:

Steven Nasby, City Administrator

CERTIFICATE

I, Steve Nasby, the City Administrator of the City of Windom, Minnesota, do hereby certify that attached hereto is a true and correct copy of a resolution (other than the exhibits thereto) duly adopted by the Windom City Council at a meeting duly held on the 17th day of July, 2012, notice of such meeting having been given in accordance with law and at which meeting a quorum was present and acting throughout.

I also do hereby certify that such resolution has not been amended in any way from the date of such adoption to the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of July,
2012.

Steve 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: July 13, 2012

RE: Extension of the Shared Telecom Manager Agreement with SMBS – Revised Rate

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 expired on June 30, 2012. On June 19, 2012 the City Council approved the shared manager agreement (see attached).

At the time the agreement was approved by the City Council the amount of reimbursement from SMB S was still under discussion\negotiation. The amount in the June 19, 2012 document showed a reimbursement rate of \$75\hour. After additional discussions the new proposed reimbursement rate is \$68\hour, which translates into approximately \$7,280 more expenses being paid by the City of Windom. The other terms of the agreement remain the same.

Both the Windom Telecommunications Commission and Personnel Committee have reviewed the extension of this agreement and are recommending re-approval of the agreement with the proposed rate of \$68\hour.

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 July, 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 July ____, 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 \$68.00 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: July , 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
DATE: July 11, 2012
RE: Retirement Resignation – Liquor Store

The Personnel Committee has been discussing a possible retirement resignation with Gene Lenning. Mr. Lenning has been with the City of Windom since January 3, 1984. Please see attached notice of retirement from Mr. Lenning.

Mr. Lenning has requested that his last work day in the office be September 30, 2012 and then he will use some of his vacation time until his last official day on December 31, 2012. The Personnel Committee is recommending to the City Council that the request to use vacation time be approved.

TO: Personnel Committee

FROM: Gene Lenning

DATE: June 29, 2012

RE: Notice of retirement

Please accept my resignation as liquor store manager for River Bend Liquor. My last official day will be December 31, 2012 with my last work day as September 30, 2012.

This resignation is contingent upon the terms recommended by the personnel committee to the city council in June of 2012.

It has been a privilege to serve the City of Windom and their patrons for almost 28 years. Thank you.

Respectfully,

A handwritten signature in cursive script that reads "Gene Lenning". The signature is written in dark ink and is positioned above a solid horizontal line.

Gene Lenning

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 & Telecommunications Commission
DATE: July 13, 2012
RE: Proposed New Position for Telecommunications Department

Dan Olsen, Telecommunications Manager, has proposed the addition of a maintenance telecom worker to perform tasks that will enable the Outside Plant Techs to take on deferred maintenance, additional projects, upgrades or installation of additional equipment.

The proposed position would be at a Grade 6, Step 1 as shown in the union contract pay plan. A spread sheet showing the costs for this position with full benefits is attached. As this is a position that has not been previously filled a job description will need to be developed and mutually agreed upon by the City and union.

Both the Telecommunications Commission and Personnel Committee have discussed the proposal with the Telecommunications Manager and are recommending approval of the proposed position and filling of the position upon finalization of the job description. It is anticipated that the additional revenue from the partnership with SMBS and savings with the shared manager position will off-set the additional expenses.

PROPOSED -- MNT TeleComm Worker

Grade 6, Step 1	Bi-Weekly	PERA	FICA	Medicaid\Medicare	Term Life	Family VEBA	Family Health Insurance	Workers Comp
Hourly Rate	Payroll Period	\$85.03	\$72.71	\$17.01	\$16.00	\$237.68	\$722.56	\$1,329.06
\$14.66	\$1,172.80							

Wage	\$30,492.80	Benefits\Taxes
PERA	\$2,210.73	% of Wage
FICA	\$1,990.55	7.25%
Medicare\Medicaid	\$442.15	6.20%
Term Life	\$192.00	1.45%
VEBA	\$2,852.16	Set charge
Health Ins	\$8,670.72	Set charge
Work Comp	\$539.72	Set charge
		1.77%
	\$47,290.83	

IPAD
201 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155.
(651) 296-6733.
(800) 657-3721.

A responsible authority or designee should consider consulting the city attorney for advice on data classifications, or before responding to any request for data that is not routine. The Information Policy Analysis Division (IPAD) of the Department of Administration is an additional resource.

A. Human resources

Cities maintain a tremendous amount of data on their employees, elected and appointed officials, volunteers, and independent contractors.

1. Personnel data (employees, volunteers, and contractors)

Minn. Stat. § 13.43, subd. 1.
IPAD 08-008.

Personnel data is defined as government data on *individuals* maintained because the individual is or was:

- A city *employee*.
- An *applicant* for city employment.
- A city *volunteer*.
- An *independent contractor* working with or for a city.

See Section VIII-A-1-i
Volunteers.

See Section VIII-A-1-j
Independent contractors.

Personnel data includes data submitted by an employee as part of an organized self-evaluation effort by the city to request suggestions from all employees on ways to cut costs, improve efficiency, or improve the operation of government. An employee identified in a suggestion must be allowed to access the suggestion, but cannot be provided the identity of the person who made the suggestion.

a. Public personnel data

IPAD 03-002.
Minn. Stat. § 13.43, subd. 4.

The “presumption of openness” that generally applies to government data does not specifically apply to personnel data. Personnel data—including data pertaining to an employee’s dependents—is *presumed* to be *private* and may only be released pursuant to court order.

Minn. Stat. § 13.43, subd. 2.

The following personnel data on current and former employees, volunteers, and independent contractors is *public*:

IPAD 03-048.

- Name.
- Employee identification number (must not be Social Security number).

IPAD 03-008.

- Actual gross salary.
- Salary range.

IPAD 08-023.

- Terms and conditions of employment relationship.
- Contract fees.

- Actual gross pension.
- The value and nature of employer-paid fringe benefits.
- The basis for and the amount of any added compensation (including expense reimbursement) in addition to salary.
- Job title and bargaining unit.
- Job description.
- Education and training background.
- Previous work experience.
- Date of first and last day of employment.
- The existence and status of any complaints or charges against an employee (regardless of whether the complaint or charge resulted in disciplinary action).
- The final disposition of any disciplinary action against the employee, together with the specific reasons for the action and any data documenting the basis for the action (excluding data that would identify city employees who were confidential sources).
- The terms of any settlement agreement (including buyout agreements).
- Work location and work telephone number.
- Badge number.
- Work-related continuing education.
- Honors and awards received.
- Payroll time sheets or other comparable data that are only used to account for an employee's work time for payroll purposes (excluding any timesheet data that would reveal the employee's reasons for the use of sick or other medical leave, or any other not public data).

IPAD 08-004.
 IPAD 02-030.
 IPAD 95-001.
 IPAD 95-036.
 IPAD 01-063.
 IPAD 03-045.
 IPAD 96-045.
 IPAD 02-051.
 IPAD 96-020.
 IPAD 04-030.
 IPAD 04-032.
 IPAD 01-006.

b. Access to personnel files



Minn. Stat. § 13.03.
 Minn. R. 1205.0300, subp. 3.
 IPAD 95-029.

When an individual requests access to data, the government entity must respond promptly, appropriately, and within a reasonable time. While anyone may access public data contained within a personnel file, the level of access may change if the request comes from the employee, a supervisor, or even a councilmember.

i. Employees

Minn. Stat. § 13.04, subd. 3.
 IPAD 98-038.

Cities must allow employees to access the public and private data within their own personnel files. After an employee has been provided access to private data, the city is not required to disclose the information again for a six-month period, unless a dispute or action (perhaps concerning accuracy or

completeness) is pending or additional data on the employee has since been collected or created.

Minn. Stat. § 13.04, subd. 3.
IPAD 01-005.

The city must respond to a request for access to a personnel file immediately, if possible, or within 10 days of the date of the request (excluding weekends and legal holidays) if immediate compliance is not possible.



ii. Elected or appointed officials

Responsible authorities often struggle determining whether, or to what extent, elected or appointed city officials and staff may access employee-related data. While private and confidential data may be accessed by individuals whose work assignments reasonably require access, determining who those individuals actually are can be difficult in practice. When it comes to members of the city council, the answer may depend in part on the type of city and its form of city government.

Minn. R. 1205.0400, subp. 2;
Minn. R. 1205.0600, subp. 2.
IPAD 99-019.
Handbook, Chapter 1.

Handbook, Chapter 3.

In *Standard Plan* and *Plan A* statutory cities, city employees are subject to the authority of the city council, so councilmembers would generally be allowed to access personnel data classified "not public." But, because this authority is exercised by the whole council (or a quorum thereof) together, independent or "unauthorized" requests from one councilmember may need to be handled in the same manner as if it came from a member of the public. In a *Plan B* statutory city, the council has delegated supervisory authority to a city manager and potentially limited the circumstances where council work would require access.

LMC information memo, *City Clerk, Administrator and Manager*.

Handbook, Chapter 4.

In *Home Rule Charter* cities, access to personnel files will depend on who has supervisory authority over city employees, be it the council or an executive officer (such as the city manager, administrator, or—in extremely limited circumstances—the mayor).

It can be very difficult for city staff to say "no" to a city councilmember's request to access not public data, but that may be required. It is always a good idea to seek the advice of the city attorney if one doubts an individual's ability to access private or confidential data.

c. Applicants for employment

Personnel data includes government data maintained on individuals who are or were applicants for city employment. The following types of application data are classified as public:

Minn. Stat. § 13.43, subd. 1.

Minn. Stat. § 13.43, subd. 3.

IPAD 00-050.

IPAD 94-022.

- Veteran status.
- Relevant test scores.
- Rank on eligibility list.
- Job history.
- Education and training.

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MAYOR & COUNCIL	GODFATHER'S PIZZA	EXPENSE	39.51
MAYOR & COUNCIL	LEAGUE OF MN CITIES	INSURANCE	807.00
	Total for Department 101		846.51*
CITY OFFICE	ELECTRIC FUND	UTILITIES	311.75
CITY OFFICE	LEAGUE OF MN CITIES	INSURANCE	1,655.27
CITY OFFICE	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
CITY OFFICE	MII LIFE	VEBA	118.70
CITY OFFICE	NCPERS MINNESOTA	INSURANCE 844600	96.00
	Total for Department 103		2,188.22*
P & Z / BUILDING OFF	ELECTRIC FUND	UTILITIES	50.44
P & Z / BUILDING OFF	LEAGUE OF MN CITIES	INSURANCE	467.27
P & Z / BUILDING OFF	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
P & Z / BUILDING OFF	Verizon Wireless	TELEPHONE	34.34
P & Z / BUILDING OFF	MII LIFE	VEBA	178.05
P & Z / BUILDING OFF	NCPERS MINNESOTA	INSURANCE 844600	24.00
P & Z / BUILDING OFF	FLEET ONE LLC	GAS	120.22
	Total for Department 106		880.82*
CITY HALL	ELECTRIC FUND	UTILITIES	559.92
CITY HALL	SANDRA HERDER	CLEANING	362.90
CITY HALL	LEAGUE OF MN CITIES	INSURANCE	371.00
CITY HALL	MELISSA PENAS	CLEANING	362.90
	Total for Department 115		1,656.72*
POLICE	ELECTRIC FUND	UTILITIES	68.69
POLICE	LEAGUE OF MN CITIES	INSURANCE	2,084.27
POLICE	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	22.50
POLICE	Verizon Wireless	TELEPHONE	265.26
POLICE	MII LIFE	VEBA	1,901.16
POLICE	NCPERS MINNESOTA	INSURANCE 844600	144.00
POLICE	FLEET ONE LLC	GAS	220.50
POLICE	VOYAGER FLEET SERVIC	GAS	526.55
	Total for Department 120		5,232.93*
FIRE DEPARTMENT	ELECTRIC FUND	UTILITIES	26.27
FIRE DEPARTMENT	LEAGUE OF MN CITIES	INSURANCE	5,639.77
FIRE DEPARTMENT	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
FIRE DEPARTMENT	Verizon Wireless	TELEPHONE	34.32
FIRE DEPARTMENT	FLEET ONE LLC	GAS	35.61
FIRE DEPARTMENT	VOYAGER FLEET SERVIC	GAS	85.25
FIRE DEPARTMENT	WINDOM AREA HOSPITAL	TESTING	98.50
	Total for Department 125		5,926.22*
EMERGENCY MANAGEMENT	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	200.00
	Total for Department 130		200.00*
STREET	ELECTRIC FUND	UTILITIES	2,499.57
STREET	LEAGUE OF MN CITIES	INSURANCE	6,859.76
STREET	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
STREET	Verizon Wireless	TELEPHONE	104.28
STREET	MII LIFE	VEBA	1,069.42
STREET	NCPERS MINNESOTA	INSURANCE 844600	80.00
STREET	VOYAGER FLEET SERVIC	GAS	181.53
	Total for Department 140		10,801.06*
HEALTH & SANITATION	NEAL GRUNEWALD	COMPOST SITE MANAGER	132.00
	Total for Department 145		132.00*
RECREATION	LEAGUE OF MN CITIES	INSURANCE	611.00
	Total for Department 150		611.00*
PARKS	ELECTRIC FUND	UTILITIES	583.82
PARKS	LEAGUE OF MN CITIES	INSURANCE	13,201.76
PARKS	MII LIFE	VEBA	118.70
PARKS	NCPERS MINNESOTA	INSURANCE 844600	16.00
	Total for Department 165		13,920.28*
	Total for Fund 01		42,395.76*
LIBRARY	ELECTRIC FUND	UTILITIES	292.32
LIBRARY	SANDRA HERDER	CLEANING	362.90
LIBRARY	LEAGUE OF MN CITIES	INSURANCE	2,957.27
LIBRARY	MELISSA PENAS	CLEANING	362.90
LIBRARY	BETTER HOMES & GARDE	SUBSCRIPTION	5.99
	Total for Department 171		3,981.38*
	Total for Fund 03		3,981.38*
AIRPORT	LEAGUE OF MN CITIES	INSURANCE	10,076.00
AIRPORT	RED ROCK RURAL WATER	WATER	24.00
AIRPORT	SO. CENTRAL ELECTRIC	POWER COST	276.88
	Total for Department 174		10,376.88*
	Total for Fund 11		10,376.88*
POOL	ELECTRIC FUND	UTILITIES	3,123.15
POOL	LEAGUE OF MN CITIES	INSURANCE	1,862.00
POOL	BANK MIDWEST	NSF CHECK- STUDIO ONE	105.00
	Total for Department 175		5,090.15*
	Total for Fund 12		5,090.15*
AMBULANCE	ELECTRIC FUND	UTILITIES	24.92
AMBULANCE	LEAGUE OF MN CITIES	INSURANCE	2,425.27
AMBULANCE	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
AMBULANCE	FLEET ONE LLC	GAS	1,383.31
AMBULANCE	WISCONSIN PHYSICIANS	REFUND- MARILYN SOGGE	284.85
	Total for Department 176		4,124.85*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 13			4,124.85*
MULTI-PURPOSE BUILDI	ELECTRIC FUND	UTILITIES	1,462.22
MULTI-PURPOSE BUILDI	LEAGUE OF MN CITIES	INSURANCE	5,949.00
MULTI-PURPOSE BUILDI	Verizon Wireless	TELEPHONE	34.34
MULTI-PURPOSE BUILDI	MII LIFE	VEBA	356.38
MULTI-PURPOSE BUILDI	NCPERS MINNESOTA	INSURANCE 844600	32.00
MULTI-PURPOSE BUILDI	VOYAGER FLEET SERVIC	GAS	87.32
Total for Department 177			7,921.26*
Total for Fund 14			7,921.26*
N IND PARK	MN DEPT OF HEALTH	PLAN REVIEW FEE	150.00
N IND PARK	MN POLLUTION CONTROL	PERMIT APPLICATION	310.00
N IND PARK	SO. CENTRAL ELECTRIC	POWER COST	45.93
Total for Department 147			505.93*
Total for Fund 18			505.93*
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	6,267.65
LIQUOR	ELECTRIC FUND	UTILITIES	1,124.76
LIQUOR	BATCHELLER'S EVER-GR	WEED CONTROL	40.46
LIQUOR	WIRTZ BEVERAGE MN WI	MERCHANDISE	1,948.25
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	6,363.45
LIQUOR	A H HERMEL CANDY & T	MERCHANDISE	16.81
LIQUOR	JOHNSON BROS.	MERCHANDISE	3,095.16
LIQUOR	LEAGUE OF MN CITIES	INSURANCE	10,244.67
LIQUOR	MII LIFE	VEBA	475.36
LIQUOR	NCPERS MINNESOTA	INSURANCE 844600	32.00
LIQUOR	PBC - PEPSI BEVERAGE	MERCHANDISE	186.65
LIQUOR	SOUTHERN WINE & SPIR	MERCHANDISE	1,217.11
LIQUOR	THE AMERICAN BOTTLIN	MERCHANDISE	124.20
LIQUOR	TOTAL REGISTER SYSTE	MAINTENANCE	169.00
Total for Department 180			31,305.53*
Total for Fund 60			31,305.53*
WENCK ASSOCIATES, IN 2012 6TH ST/RIVER RD PRO			506.58
Total for Department			506.58*
WATER	ELECTRIC FUND	UTILITIES	6,522.63
WATER	H P SUBS CLUB, LLC.	BILLING CONTRACT SERVICE	137.50
WATER	LEAGUE OF MN CITIES	INSURANCE	13,886.67
WATER	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
WATER	Verizon Wireless	TELEPHONE	74.55
WATER	MII LIFE	VEBA	742.73
WATER	MN DEPT OF HEALTH	WA SUR CHARGE	3,206.00
WATER	NCPERS MINNESOTA	INSURANCE 844600	40.00
WATER	USA BLUE BOOK	TESTING EXPENSE	81.27
WATER	VOYAGER FLEET SERVIC	GAS	395.09

CITY OF WINDOM
 FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
WATER	WENCK ASSOCIATES, IN LANDFILL		2,384.27
	Total for Department 181		27,477.21*
	Total for Fund 61		27,983.79*
	JODI HIGLEY	REFUND - UTILITY PREPAYM	300.00
	REBECCA SCHWAB	REFUND - UTILITY PREPAYM	300.00
	Total for Department		600.00*
ELECTRIC	ELECTRIC FUND	UTILITIES	271.50
ELECTRIC	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	137.50
ELECTRIC	LEAGUE OF MN CITIES	INSURANCE	32,901.16
ELECTRIC	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
ELECTRIC	Verizon Wireless	TELEPHONE	39.66
ELECTRIC	MII LIFE	VEBA	1,336.63
ELECTRIC	NCPERS MINNESOTA	INSURANCE 844600	96.00
ELECTRIC	BRAD BUSSA	CLEANING	184.60
ELECTRIC	VOYAGER FLEET SERVIC	GAS	93.76
ELECTRIC	MARY ANN ANDERSON	ENERGY REBATE	35.00
ELECTRIC	AUTO VALUE STORE	FIXTURE/BONUS REBATE	2,652.00
ELECTRIC	DALE BOYER	ENERGY REBATE	85.00
ELECTRIC	LOWELL BREIMAN	ENERGY REBATE	35.00
ELECTRIC	DALE EVERS	ENERGY REBATE	25.00
ELECTRIC	EVELYN KING	ENERGY REBATE	50.00
ELECTRIC	JIM LETOURNEAU	ENERGY REBATE	50.00
ELECTRIC	RON LILLEGAARD	ENERGY REBATE	35.00
ELECTRIC	GENE & SHELLEY LOVEL	ENERGY REBATE	50.00
ELECTRIC	JOE & KARA MARCY	ENERGY REBATE	15.00
ELECTRIC	MICHAEL THOMAS	ENERGY REBATE	50.00
ELECTRIC	MALON THOMPSON	ENERGY REBATE	50.00
ELECTRIC	MERLE WALL	ENERGY REBATE	10.00
ELECTRIC	JEREMY WOLF	ENERGY REBATE	50.00
	Total for Department 182		38,259.31*
	Total for Fund 62		38,859.31*
	BOLTON & MENK, INC.	SERVICE	7,877.79
	WENCK ASSOCIATES, IN 2012 6TH ST/RIVER RD PRO		337.72
	Total for Department		8,215.51*
SEWER	ELECTRIC FUND	UTILITIES	14,374.67
SEWER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	137.50
SEWER	LEAGUE OF MN CITIES	INSURANCE	9,191.66
SEWER	MANKATO MOBIL - ALPH	MAINTENANCE CONTRACT	6.50
SEWER	Verizon Wireless	TELEPHONE	40.23
SEWER	MII LIFE	VEBA	861.41
SEWER	NCPERS MINNESOTA	INSURANCE 844600	56.00
SEWER	USA BLUE BOOK	TESTING EXPENSE	81.28
	Total for Department 183		24,749.25*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 63			32,964.76*
ARENA	ELECTRIC FUND	UTILITIES	1,482.26
ARENA	LEAGUE OF MN CITIES	INSURANCE	5,919.76
ARENA	Verizon Wireless	TELEPHONE	69.22
ARENA	MII LIFE	VEBA	475.36
ARENA	NCPERS MINNESOTA	INSURANCE 844600	32.00
ARENA	FLEET ONE LLC	GAS	219.37
ARENA	VOYAGER FLEET SERVIC	GAS	33.16
Total for Department 184			8,231.13*
Total for Fund 64			8,231.13*
RIVERBLUFF TOWNHOMES	LEAGUE OF MN CITIES	INSURANCE	6,952.00
Total for Department 186			6,952.00*
Total for Fund 66			6,952.00*
ECONOMIC DEVELOPMENT	BARC, INC	ROOM RENT	35.00
ECONOMIC DEVELOPMENT	ELECTRIC FUND	UTILITIES	69.67
ECONOMIC DEVELOPMENT	LEAGUE OF MN CITIES	INSURANCE	8,644.27
ECONOMIC DEVELOPMENT	Verizon Wireless	TELEPHONE	52.74
ECONOMIC DEVELOPMENT	MII LIFE	VEBA	178.05
ECONOMIC DEVELOPMENT	NCPERS MINNESOTA	INSURANCE 844600	24.00
Total for Department 187			9,003.73*
Total for Fund 67			9,003.73*
	MN 9-1-1 PROGRAM	911 SERVICE	1,066.59
Total for Department			1,066.59*
TELECOMMUNICATIONS	ELECTRIC FUND	UTILITIES	2,112.52
TELECOMMUNICATIONS	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	412.50
TELECOMMUNICATIONS	LEAGUE OF MN CITIES	INSURANCE	9,586.17
TELECOMMUNICATIONS	Verizon Wireless	TELEPHONE	241.12
TELECOMMUNICATIONS	MII LIFE	VEBA	1,098.95
TELECOMMUNICATIONS	NCPERS MINNESOTA	INSURANCE 844600	80.00
TELECOMMUNICATIONS	VOYAGER FLEET SERVIC	GAS	394.86
TELECOMMUNICATIONS	WOODSTOCK TELEPHONE	SERVICE	205.10
Total for Department 199			14,131.22*
Total for Fund 69			15,197.81*
	NCPERS MINNESOTA	INSURANCE 844600	32.00
Total for Department			32.00*
Total for Fund 70			32.00*
Grand Total			244,926.27*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
CITY HALL	CULLIGAN	SERVICE	15.00
CITY HALL	ELECTRIC FUND	MAINTENANCE	1.47
	Total for Department 115		16.47*
POLICE	ELECTRIC FUND	MAINTENANCE	21.66
	Total for Department 120		21.66*
STREET	ERICKSON OIL CO	GAS	1,202.20
	Total for Department 140		1,202.20*
PARKS	ELECTRIC FUND	MAINTENANCE	1.10
PARKS	ERICKSON OIL CO	GAS	164.13
PARKS	P.M. REPAIR & DETAIL	MAINTENANCE	40.00
	Total for Department 165		205.23*
	Total for Fund 01		1,445.56*
	ELECTRIC FUND	MAINTENANCE	10.55
	Total for Department		10.55*
	Total for Fund 04		10.55*
AMBULANCE	JIM AXFORD	EXPENSE	76.04
AMBULANCE	JORDAN BUSSA	EXPENSE	51.65
AMBULANCE	VAUGHN CORWIN	EXPENSE	51.55
AMBULANCE	CREATIVE DESIGN	SERVICE	40.61
AMBULANCE	BUCKWHEAT JOHNSON	EXPENSE	10.18
AMBULANCE	KIM POWERS	EXPENSE	42.45
AMBULANCE	WINDOM AREA HOSPITAL	SERVICE	1,379.51
	Total for Department 176		1,651.99*
	Total for Fund 13		1,651.99*
MULTI-PURPOSE BUILDI	CREATIVE DESIGN	SERVICE	263.00
	Total for Department 177		263.00*
	Total for Fund 14		263.00*
N IND PARK	WENCK ASSOCIATES, IN NORTH INDUSTRIAL PARK		22,046.00
	Total for Department 147		22,046.00*
	Total for Fund 18		22,046.00*
LIQUOR	ADRIAN'S PLUMBING &	MAINTENANCE	70.54
LIQUOR	BEVERAGE WHOLESALERS	MERCHANDISE	9,124.00
LIQUOR	HAGEN DISTRIBUTING	MERCHANDISE	5,942.85
LIQUOR	A H HERMEL CANDY & T	MECHANDISE	570.81
LIQUOR	JOHNSON BROS.	MERCHANDISE	3,276.85
LIQUOR	PHILLIPS WINE & SPIR	MERCHANDISE	5,046.07
LIQUOR	CAMPUS CLEANERS	SERVICE	40.10
	Total for Department 180		24,071.22*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Fund 60			24,071.22*
	SVOBODA EXCAVATING,	PARTIAL PAYMENT 6TH STRE	59,070.00
	SVOBODA EXCAVATING,	PARTIAL PAYMENT-HWY 60/7	46,560.00
	SVOBODA EXCAVATING,	RETAINAGE	-5,281.50
Total for Department			100,348.50*
WATER	AMUNDSON DIG	MAINTENANCE	47.50
WATER	GOPHER STATE ONE CAL	LOCATES	21.39
WATER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	131.25
WATER	KEVIN STEVENS	EXPENSE-AWWA SCHOOL	291.75
WATER	SAFEGUARD PROPERTIES	REFUND - STATMENT CREDIT	12.66
Total for Department 181			504.55*
Total for Fund 61			100,853.05*
	NATE HODGINS	REFUND - UTILITY PREPAYM	300.00
	SAFEGUARD PROPERTIES	REFUND - STATMENT CREDIT	1.05
Total for Department			301.05*
ELECTRIC	AMUNDSON DIG	MAINTENANCE	374.06
ELECTRIC	ERICKSON OIL CO	GAS	179.08
ELECTRIC	GOPHER STATE ONE CAL	LOCATES	21.39
ELECTRIC	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	131.25
ELECTRIC	WAYNE BENNETT	ENERGY REBATE	950.00
ELECTRIC	LAVONNE DONAHUE	ENERGY REBATE	850.00
ELECTRIC	MARV EINERTSON	ENERGY REBATE	950.00
ELECTRIC	MICHAEL GORDON	ENERGY REBATE	850.00
ELECTRIC	OWEN GREEN	ENERGY REBATE	650.00
ELECTRIC	RON MEYER	ENERGY REBATE	900.00
ELECTRIC	BRUCE NELSON	REFUND -CORRECTED ELEC M	305.42
ELECTRIC	SAFEGUARD PROPERTIES	REFUND - STATMENT CREDIT	15.39
ELECTRIC	RONALD SAMPSON	ENERGY REBATE	950.00
ELECTRIC	CAROLYN TORKELSON	ENERGY REBATE	650.00
ELECTRIC	PHIL CHRISTENSEN	ENERGY REBATE	950.00
Total for Department 182			8,726.59*
Total for Fund 62			9,027.64*
	SVOBODA EXCAVATING,	CHG ORDER-2012 STREET IM	3,471.00
Total for Department			3,471.00*
SEWER	GOPHER STATE ONE CAL	LOCATES	21.39
SEWER	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	131.25
SEWER	SAFEGUARD PROPERTIES	REFUND - STATMENT CREDIT	22.51
Total for Department 183			175.15*
Total for Fund 63			3,646.15*
	CAROL EHLERS	REFUND-STATEMENT CREDIT	3.18

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
	MIKE & ASHLEY JOHNSO	REFUND - STATEMENT CREDI	2.78
	CLEO OLSON	REFUND - STATEMENT CREDI	1.12
	JUDY SLOMA	REFUND - STATEMENT CREDI	.20
	Total for Department		7.28*
TELECOMMUNICATIONS	GOPHER STATE ONE CAL	LOCATES	21.38
TELECOMMUNICATIONS	H P SUDS CLUB, LLC.	BILLING CONTRACT SERVICE	393.75
TELECOMMUNICATIONS	MN DEPT OF LABOR & I	TECH SYSTEM CONTRACTOR-L	206.80
TELECOMMUNICATIONS	CAROL EHLERS	REFUND-STATEMENT CREDIT	46.33
TELECOMMUNICATIONS	MIKE & ASHLEY JOHNSO	REFUND - STATEMENT CREDI	40.49
TELECOMMUNICATIONS	CLEO OLSON	REFUND - STATEMENT CREDI	16.36
TELECOMMUNICATIONS	JUDY SLOMA	REFUND - STATEMENT CREDI	6.05
	Total for Department 199		731.16*
	Total for Fund 69		738.44*
	Grand Total		163,753.60*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
	APPLIED CONCEPTS, IN COUNTING UNIT		5,365.87
	Total for Department		5,365.87*
MAYOR & COUNCIL	MCDONALD & SCHRAMMEL	LEGAL FEES	1,308.00
	Total for Department 101		1,308.00*
CITY OFFICE	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	22.74
CITY OFFICE	CITIZEN PUBLISHING C	ADVERTISING	327.75
CITY OFFICE	CITIZEN PUBLISHING C	COMPUTER SUPPORT	225.00
CITY OFFICE	INDOFF, INC	SUPPLIES	53.82
CITY OFFICE	MN DEPT OF EMPLOY & E	UNEMPLOYMENT	55.86
CITY OFFICE	KDOM RADIO	ADVERTISING	50.00
CITY OFFICE	SCHWALBACH HARDWARE	MAINTENANCE	104.72
CITY OFFICE	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	21.21
CITY OFFICE	WINDOM QUICK PRINT	SUPPLIES	63.25
	Total for Department 103		924.35*
P & Z / BUILDING OFF	WINDOM AUTO VALU	MAINTENANCE	703.20
P & Z / BUILDING OFF	MCDONALD & SCHRAMMEL	LEGAL FEES	204.00
P & Z / BUILDING OFF	MN DEPT OF LABOR & I	PERMIT SURCHARGE	350.00
P & Z / BUILDING OFF	SOUTHWEST CHAPTER OF	REGISTRATION	10.00
	Total for Department 106		1,267.20*
CITY HALL	AMERIGAS - WORTHINGT	WATER TREATMENT	23.46
CITY HALL	HOMETOWN SANITATION	HAUL GARBAGE	85.04
CITY HALL	JOE'S LAWN CARE	MOW LAWN	80.00
CITY HALL	RUNNING'S SUPPLY	MAINTENANCE	235.11
	Total for Department 115		423.61*
POLICE	COTTONWOOD CO TREASU	DISPATCHING	275.00
POLICE	COTTONWOOD CO TREASU	RENT	1,500.00
POLICE	INDOFF, INC	SUPPLIES	252.72
POLICE	GRAFIX SHOPPE	2013 FORD DETAIL	650.00
POLICE	WINDOM AUTO VALU	MAINTENANCE	3.94
POLICE	MCDONALD & SCHRAMMEL	LEGAL FEES	4,908.00
POLICE	RUNNING'S SUPPLY	MAINTENANCE	5.33
POLICE	SCHWALBACH HARDWARE	MAINTENANCE	9.61
POLICE	STREICHER'S	EQUIPMENT	42.77
POLICE	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	10.60
POLICE	FLEET SERVICES DIVIS	LEASE CAR	2,217.74
POLICE	WATONWAN COUNTY	COMPUTER SUPPORT	385.05
POLICE	APPLIED CONCEPTS, IN	COUNTING UNIT	71.63
	Total for Department 120		10,332.39*
FIRE DEPARTMENT	COTTONWOOD CO TREASU	DISPATCHING	212.50
FIRE DEPARTMENT	MANKATO MOBIL - ALPH	LEATHER CASE	223.37
FIRE DEPARTMENT	MOTOROLA	BATTERIES	263.47
FIRE DEPARTMENT	RUNNING'S SUPPLY	MAINTENANCE	16.20
FIRE DEPARTMENT	CARQUEST AUTO PARTS	MAINTENANCE	17.67
	Total for Department 125		733.21*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
EMERGENCY MANAGEMENT	COTTONWOOD CO TREASU	DISPATCHING	12.50
	Total for Department 130		12.50*
ANIMALS	COTTONWOOD VET CLINI	VETERINARY SERVICE	187.15
	Total for Department 135		187.15*
STREET	CITIZEN PUBLISHING C	COMPUTER SUPPORT	301.86
STREET	COTTONWOOD CO TREASU	DISPATCHING	125.00
STREET	INDOFF, INC	SUPPLIES	102.57
STREET	DICKS WELDING INC	MAINTENANCE	23.93
STREET	FAST DISTRIBUTING, IN	MAINTENANCE	441.44
STREET	GDF ENTERPRISES, INC	MAINTENANCE	53.44
STREET	HOMETOWN SANITATION	HAUL GARBAGE	130.85
STREET	WINDOM AUTO VALU	MAINTENANCE	278.02
STREET	JOHNSON HARDWARE	MAINTENANCE	149.90
STREET	MCLAUGHLIN & SCHULZ,	MAINTENANCE	379.67
STREET	P.M. REPAIR & DETAIL	MAINTENANCE	364.50
STREET	RUNNING'S SUPPLY	MAINTENANCE	250.36
STREET	SCHWALBACH HARDWARE	MAINTENANCE	2.98
STREET	SOUTHERN MINN CONSTR	ASPHALT	2,006.47
STREET	VALLEY ASPHALT PRODU	ASPHALT	512.73
STREET	COUNTRY PRIDE SERVIC	MAINTENANCE	851.47
STREET	WINDOM FARM SERVICE	MAINTENANCE	22.41
STREET	CARQUEST AUTO PARTS	MAINTENANCE	-19.66
STREET	ADVANTAGE SIGNS & GR	CONES	783.93
STREET	NORTH AMERICAN SAFET	VESTS	126.75
	Total for Department 140		6,888.62*
RECREATION	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	22.74
RECREATION	GRAPHIC EDGE	T SHIRTS	945.19
RECREATION	HEARTLAND PAPER COMP	SUPPLIES	160.00
RECREATION	SCHWALBACH HARDWARE	MAINTENANCE	52.56
RECREATION	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	10.60
RECREATION	WINDOM BASEBALL ASSO	ENTRY FEE	425.00
RECREATION	FAIRMONT BASEBALL AS	LEAGUE FEES	200.00
	Total for Department 150		1,816.09*
PARKS	COLE PAPER INC.	SUPPLIES	56.12
PARKS	COTTONWOOD CO TREASU	DISPATCHING	37.50
PARKS	GRAHAM TIRE	MAINTENANCE	539.84
PARKS	HEARTLAND PAPER COMP	SUPPLIES	9.43
PARKS	HOMETOWN SANITATION	HAUL GARBAGE	139.04
PARKS	WINDOM AUTO VALU	MAINTENANCE	272.44
PARKS	LAMPERTS YARDS, INC.	MAINTENANCE	544.58
PARKS	P.M. REPAIR & DETAIL	MAINTENANCE	20.00
PARKS	RUNNING'S SUPPLY	MAINTENANCE	75.13
PARKS	SCHWALBACH HARDWARE	MAINTENANCE	657.08
PARKS	COUNTRY PRIDE SERVIC	MAINTENANCE	1,155.32
PARKS	EDC DUST CONTROL, IN	DUSTLOCK APPLIED	1,036.80
	Total for Department 165		4,543.28*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
		Total for Fund 01	33,802.27*
EQUIPMENT/F.A.	BOND TRUST SERVICE C SERIES 2005A GEN OB BOND		2,792.25
EQUIPMENT/F.A.	NORTHLAND TRUST SERV INTEREST ON ESCROW PAYME		2,107.00
		Total for Department 170	4,899.25*
		Total for Fund 02	4,899.25*
LIBRARY	AUDIO GO	BOOKS	112.26
LIBRARY	CITIZEN PUBLISHING C	COMPUTER SUPPORT	599.42
LIBRARY	INDOFF, INC	SUPPLIES	40.55
LIBRARY	DEMCO	SUBSCRIPTION	46.11
LIBRARY	GALE	BOOKS	40.71
LIBRARY	INGRAM	BOOKS	1,197.22
LIBRARY	J & K WINDOWS	CLEANING	20.00
LIBRARY	KDOM RADIO	ADVERTISING	69.00
LIBRARY	MICROMARKETING	BOOKS & AUDIO	807.16
LIBRARY	NATURAL HISTORY	SUBSCRIPTION	25.00
LIBRARY	READERS SERVICE	BOOK	41.22
LIBRARY	SCHWALBACH HARDWARE	MAINTENACE	34.73
LIBRARY	SPORTS ILLUSTRATED	SUBSCRIPTION	20.00
LIBRARY	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	5.30
LIBRARY	DO IT YOURSELF MAGAZ	SUBSCRIPTION	19.97
LIBRARY	EVERY DAY WITH RACHA	SUBSCRIPTION	13.98
LIBRARY	SIMPLE & DELICIOUS	SUBSCRIPTION	19.97
LIBRARY	YANKEE PUBLISHING IN	SUBSCRIPTION	24.00
LIBRARY	DISNEY MOVIE CLUB	MOVIES	44.80
		Total for Department 171	3,181.40*
		Total for Fund 03	3,181.40*
		MESSER MACHINE & MFG SIRENS	222.73
		Total for Department	222.73*
		Total for Fund 04	222.73*
2003 IMPROVEMENT BON	BOND TRUST SERVICE C 2011B ADMIN FEE		450.00
2003 IMPROVEMENT BON	BOND TRUST SERVICE C 2011B PRINCIPAL & INTERE		3,591.11
		Total for Department 169	4,041.11*
		Total for Fund 05	4,041.11*
4TH AVE PROJECT	BOND TRUST SERVICE C SERIES 2005A GEN OB BOND		5,256.00
		Total for Department 168	5,256.00*
		Total for Fund 06	5,256.00*
2007 IMPROVEMENT PRO	BOND TRUST SERVICE C 2007B GEN OB BOND		15,536.25
		Total for Department 164	15,536.25*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
		Total for Fund 07	15,536.25*
2006A REFUNDING BOND	NORTHLAND TRUST	SERV INTEREST ON ESCROW PAYME	3,428.00
		Total for Department 157	3,428.00*
		Total for Fund 08	3,428.00*
2009 STREET IMP PROJ	BOND TRUST	SERVICE C 2009 A '09 ST PROJECT	17,348.85
		Total for Department 158	17,348.85*
		Total for Fund 09	17,348.85*
AIRPORT	CITIZEN PUBLISHING C	ADVERTISING	637.50
		Total for Department 174	637.50*
		Total for Fund 11	637.50*
POOL	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	22.74
POOL	AQUA LOGIC, INC.	MAINTENANCE	72.91
POOL	CITIZEN PUBLISHING C	ADVERTISING	133.50
POOL	HAWKINS, INC	CHEMICALS	296.58
POOL	PHLAG MECHANICAL INC	MAINTENANCE	1,075.00
POOL	HEARTLAND PAPER COMP	SUPPLIES	56.50
POOL	HOMETOWN SANITATION	HAUL GARBAGE	76.05
POOL	LAMPERTS YARDS, INC.	MAINTENANCE	8.29
POOL	RON'S ELECTRIC INC	MAINTENANCE	67.50
POOL	RUNNING'S SUPPLY	MAINTENANCE	143.28
POOL	SCHWALBACH HARDWARE	MAINTENANCE	123.68
POOL	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	5.30
		Total for Department 175	2,081.33*
		Total for Fund 12	2,081.33*
	MOTOROLA	BATTERIES	4,501.34
		Total for Department	4,501.34*
AMBULANCE	BOUND TREE MEDICAL,	EQUIPMENT	310.80
AMBULANCE	COTTONWOOD CO TREASU	DISPATCHING	200.00
AMBULANCE	EMERGENCY MEDICAL PR	SUPPLIES	152.40
AMBULANCE	GALLS	SUPPLIES	4,702.82
AMBULANCE	Verizon Wireless	TELEPHONE	104.62
AMBULANCE	PRAXAIR DISTRIBUTION	SERVICE	105.74
AMBULANCE	SCHWALBACH HARDWARE	MAINTENANCE	20.30
AMBULANCE	STREICHER'S	EQUIPMENT	74.93
AMBULANCE	CARQUEST AUTO PARTS	MAINTENANCE	64.94
		Total for Department 176	5,736.55*
		Total for Fund 13	10,237.89*
MULTI-PURPOSE BUILDI	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	22.74

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
MULTI-PURPOSE BUILDI	CITIZEN PUBLISHING C	ADVERTISING	440.42
MULTI-PURPOSE BUILDI	COLE PAPER INC.	SUPPLIES	372.77
MULTI-PURPOSE BUILDI	INDOFF, INC	SUPPLIES	29.65
MULTI-PURPOSE BUILDI	PHLAG MECHANICAL INC	MAINTENANCE	110.87
MULTI-PURPOSE BUILDI	HEARTLAND PAPER COMP	SUPPLIES	139.63
MULTI-PURPOSE BUILDI	HOMETOWN SANITATION	HAUL GARBAGE	51.52
MULTI-PURPOSE BUILDI	KDOM RADIO	ADVERTISING	150.80
MULTI-PURPOSE BUILDI	PLUNKETT'S BEST CONT	SERVICE	373.70
MULTI-PURPOSE BUILDI	RUNNING'S SUPPLY	MAINTENANCE	26.71
MULTI-PURPOSE BUILDI	STONER INDUSTRIAL, I	SERVICE	84.22
MULTI-PURPOSE BUILDI	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	5.30
	Total for Department 177		1,808.33*
	Total for Fund 14		1,808.33*
N IND PARK	WENCK ASSOCIATES, IN NORTH INDUSTRIAL PARK		49,604.45
	Total for Department 147		49,604.45*
	Total for Fund 18		49,604.45*
TIF 1-13 RIVER BLUFF	NORTHLAND TRUST SERV	INTEREST ON ESCROW PAYME	3,242.50
	Total for Department 188		3,242.50*
	Total for Fund 33		3,242.50*
LIQUOR	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	22.74
LIQUOR	ADVERTISING PRODUCTS	ICE BAGS	852.68
LIQUOR	CULLIGAN	SERVICE	18.85
LIQUOR	HOMETOWN SANITATION	HAUL GARBAGE	48.06
LIQUOR	PAINTED PRIAIRE VINE	MERCHANDISE	432.00
LIQUOR	S&K LINES	FREIGHT	567.60
LIQUOR	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	23.01
	Total for Department 180		1,964.94*
	Total for Fund 60		1,964.94*
	WENCK ASSOCIATES, IN 2012 6TH ST/RIVER RD PRO		6,805.08
	Total for Department		6,805.08*
WATER	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	22.74
WATER	BOND TRUST SERVICE C	2007B GEN OB BOND	3,454.75
WATER	BOND TRUST SERVICE C	2009 A '09 ST PROJECT	4,434.95
WATER	BOND TRUST SERVICE C	2011A PRINCIPAL & INTERE	8,719.43
WATER	BOND TRUST SERVICE C	2011B PRINCIPAL & INTERE	897.78
WATER	BOND TRUST SERVICE C	SERIES 2005A GEN OB BOND	5,748.75
WATER	CITIZEN PUBLISHING C	ADVERTISING	133.50
WATER	COTTONWOOD CO TREASU	DISPATCHING	100.00
WATER	DICKS WELDING INC	MAINTENANCE	92.65
WATER	FAST DISTRIBUTING, IN	MAINTENANCE	220.72
WATER	FEDERAL EXPRESS CORP	TRANSPORTATION	141.64

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
WATER	HAWKINS, INC	CHEMICALS	1,518.05
WATER	PHLAG MECHANICAL INC	MAINTENANCE	157.75
WATER	HOMETOWN SANITATION	HAUL GARBAGE	85.04
WATER	WINDOM AUTO VALU	MAINTENANCE	18.59
WATER	ITRON	MAINTENANCE	283.22
WATER	LAMPERTS YARDS, INC.	MAINTENANCE	37.58
WATER	MACQUEEN EQUIP. CO.	MAINTENANCE	261.10
WATER	NORTHLAND TRUST SERV	INTEREST ON ESCROW PAYME	2,708.75
WATER	RUNNING'S SUPPLY	MAINTENANCE	89.61
WATER	SCHWALBACH HARDWARE	MAINTENANCE	658.04
WATER	HD SUPPLY WATERWORKD	MAINTENANCE	807.90
WATER	SVOBODA EXCAVATING,	SERVICE	2,736.00
WATER	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	23.01
WATER	CARQUEST AUTO PARTS	MAINTENANCE	5.63
	Total for Department 181		33,357.18*
	Total for Fund 61		40,162.26*
	J. H. LARSON	SUPPLIES/MAINTENANCE	463.74
	ODDSON UNDERGROUND I	NEW CONSTRUCTION	3,328.00
	WERNER ELECTRIC	MAINTENANCE	-20.12
	WESCO DISTRIBUTION,	SUPPLIES	988.59
	STUART C IRBY CO INC	MAINTENANCE	1,774.13
	Total for Department		6,534.34*
ELECTRIC	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	22.74
ELECTRIC	CENTRAL MINNESOTA MU	CIP SERVICE ASSESSMENT	3,287.00
ELECTRIC	CENTRAL MINNESOTA MU	ECO @ HOME SUBSCRIPTION	997.92
ELECTRIC	CENTRAL MINNESOTA MU	POWER COST	237,944.50
ELECTRIC	COLE PAPER INC.	SUPPLIES	104.52
ELECTRIC	COTTONWOOD CO TREASU	DISPATCHING	187.50
ELECTRIC	GDF ENTERPRISES, INC	MAINTENANCE	8.93
ELECTRIC	CONSOLIDATED READY M	MAINTENANCE	184.89
ELECTRIC	HOMETOWN SANITATION	HAUL GARBAGE	84.75
ELECTRIC	ITRON	MAINTENANCE	283.22
ELECTRIC	KDOM RADIO	ADVERTISING	248.50
ELECTRIC	LAMPERTS YARDS, INC.	MAINTENANCE	64.19
ELECTRIC	MCDONALD & SCHRAMEL	LEGAL FEES	324.00
ELECTRIC	MN DEPT OF HEALTH	MAINTENANCE - PERMIT	150.00
ELECTRIC	HSBC BUSINESS SOLUTI	SUPPLIES	150.78
ELECTRIC	RUNNING'S SUPPLY	MAINTENANCE	214.96
ELECTRIC	SCHWALBACH HARDWARE	MAINTENANCE	34.70
ELECTRIC	STONER INDUSTRIAL, I	SERVICE	68.20
ELECTRIC	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	23.01
ELECTRIC	WERNER ELECTRIC	MAINTENANCE	586.87
ELECTRIC	DEPARTMENT OF ENERGY	POWER COST	119,044.44
ELECTRIC	WINDOM AREA DEVELOPM	INDUSTRIAL DEVELOPMENT	1,200.00
ELECTRIC	WINDOM QUICK PRINT	SUPPLIES	283.06
ELECTRIC	CARQUEST AUTO PARTS	MAINTENANCE	12.83
ELECTRIC	ZIESKE LAND SURVEYIN	SERVICE	1,915.00

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
		Total for Department 182	367,426.51*
		Total for Fund 62	373,960.85*
	BOLTON & MENK, INC.	SERVICE	9,137.72
	WENCK ASSOCIATES, IN	2012 6TH ST /RIVER RD PR	4,536.72
		Total for Department	13,674.44*
SEWER		A & B BUSINESS EQUIP MAINTENANCE CONTRACT	141.42
SEWER		BOND TRUST SERVICE C 2007B GEN OB BOND	3,189.00
SEWER		BOND TRUST SERVICE C 2009 A '09 ST PROJECT	2,651.20
SEWER		BOND TRUST SERVICE C 2011A ADMIN FEE	450.00
SEWER		BOND TRUST SERVICE C 2011A PRINCIPAL & INTERE	42,571.31
SEWER		BOND TRUST SERVICE C 2011B PRINCIPAL & INTERE	1,496.30
SEWER		BOND TRUST SERVICE C SERIES 2005A GEN OB BOND	2,628.00
SEWER		COTTONWOOD CO TREASU DISPATCHING	100.00
SEWER		FAST DISTRIBUTING, IN MAINTENANCE	220.72
SEWER	HAWKINS, INC	CHEMICALS	3,909.91
SEWER	PHLAG MECHANICAL INC	MAINTENANCE	110.88
SEWER	CONSOLIDATED READY M	MAINTENANCE	393.30
SEWER	WINDOM AUTO VALU	MAINTENANCE	13.65
SEWER	ITRON	MAINTENANCE	283.22
SEWER	MACQUEEN EQUIP. CO.	MAINTENANCE	261.09
SEWER	MN VALLEY TESTING	TESTING	1,876.65
SEWER	PLUNKETT'S PEST CONT	SERVICE	133.59
SEWER	RON'S ELECTRIC INC	MAINTENANCE	1,167.15
SEWER	RUNNING'S SUPPLY	MAINTENANCE	76.42
SEWER	SCHWALBACH HARDWARE	MAINTENANCE	159.09
SEWER	HD SUPPLY WATERWORKD	MAINTENANCE	1,425.50
SEWER	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	33.94
SEWER	USA BLUE BOOK	TESTING EXPENSE	837.63
SEWER	WINDOM FARM SERVICE	MAINTENANCE	153.24
SEWER	FERGUSON WATERWORKS	MAINTENANCE	118.36
SEWER	RYAN ANDERSON	SIDEWALK	300.00
		Total for Department 183	64,701.57*
		Total for Fund 63	78,376.01*
ARENA		A & B BUSINESS EQUIP MAINTENANCE CONTRACT	22.73
ARENA	AMERIPRIDE SERVICES,	SERVICE	93.56
ARENA	COTTONWOOD VET CLINI	VETERINARY SERVICE	180.00
ARENA	HEARTLAND PAPER COMP	SUPPLIES	510.64
ARENA	HOMETOWN SANITATION	HAUL GARBAGE	130.88
ARENA	WINDOM AUTO VALU	MAINTENANCE	10.89
ARENA	KDOM RADIO	ADVERTISING	78.00
ARENA	P.M. REPAIR & DETAIL	MAINTENANCE	178.52
ARENA	RUNNING'S SUPPLY	MAINTENANCE	65.34
ARENA	SCHWALBACH HARDWARE	MAINTENANCE	233.23
ARENA	STONER INDUSTRIAL, I	SERVICE	9.55
ARENA	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	19.09

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount
Total for Department 184			1,532.43*
Total for Fund 64			1,532.43*
ECONOMIC DEVELOPMENT	BRADLEY & DEIKE, P.A	PROFESSIONAL SERVICE	272.00
ECONOMIC DEVELOPMENT	CITIZEN PUBLISHING C	ADVERTISING	210.15
ECONOMIC DEVELOPMENT	MN DEPT OF EMPLOY & E	UNEMPLOYMENT	5,385.51
ECONOMIC DEVELOPMENT	MELVIN DUERKSEN	SPEC BLDG CONCRETE FLOOR	4,852.00
ECONOMIC DEVELOPMENT	MCDONALD & SCHRAMEL	LEGAL FEES	456.00
ECONOMIC DEVELOPMENT	WINDOM QUICK PRINT	SUPPLIES	117.01
Total for Department 187			11,292.67*
Total for Fund 67			11,292.67*
U S BANK TRUST NATIO BOND PAYMENT			240,000.00
Total for Department			240,000.00*
TELECOMMUNICATIONS	A & B BUSINESS EQUIP	MAINTENANCE CONTRACT	22.71
TELECOMMUNICATIONS	COLE PAPER INC.	SUPPLIES	235.68
TELECOMMUNICATIONS	DISPLAY SYSTEMS INTE	SERVICE	163.88
TELECOMMUNICATIONS	E-911	MONTHLY 911 SERVICE	43.95
TELECOMMUNICATIONS	ELECTRIC SCIENTIFIC	MAINTENANCE	374.06
TELECOMMUNICATIONS	GLOBAL GOV'T/EDUCATI	MAINTENANCE	304.76
TELECOMMUNICATIONS	HOMETOWN SANITATION	HAUL GARBAGE	73.92
TELECOMMUNICATIONS	WINDOM AUTO VALU	MAINTENANCE	26.09
TELECOMMUNICATIONS	IMC NETWORKS CORP	MAINTENANCE	278.00
TELECOMMUNICATIONS	KDOM RADIO	ADVERTISING	853.40
TELECOMMUNICATIONS	ONVOY, INC	SS7 SERVICE	1,116.81
TELECOMMUNICATIONS	ONVOY, INC	WHOLE 800 SWITCH	1,700.69
TELECOMMUNICATIONS	SCHWALBACH HARDWARE	MAINTENANCE	83.82
TELECOMMUNICATIONS	SDN COMMUNICATIONS	SERVICE	2,839.78
TELECOMMUNICATIONS	SOUTHWEST/WEST CENTR	SERVICE	3,263.71
TELECOMMUNICATIONS	STONER INDUSTRIAL, I	SERVICE	38.26
TELECOMMUNICATIONS	TOSHIBA FINANCIAL SE	LEASE/MAINTENANCE CONTRA	31.80
TELECOMMUNICATIONS	U S BANK TRUST NATIO	BOND PAYMENT	282,623.13
TELECOMMUNICATIONS	UNIVERSAL SERVICE AD	USER FEES	1,109.57
TELECOMMUNICATIONS	WINDOM QUICK PRINT	SUPPLIES	239.00
TELECOMMUNICATIONS	ZAYO BANDWIDTH	BANDWIDTH BILLING	5,675.60
TELECOMMUNICATIONS	MANKATO NETWORKS LLC	SERVICE	4,946.55
TELECOMMUNICATIONS	HURRICANE ELECTRIC L	INTERNET SERVICE	1,000.00
TELECOMMUNICATIONS	INTERSTATE ALL BATTE	MAINTENANCE	135.25
TELECOMMUNICATIONS	POWER & TEL	MAINTENANCE	107.31
TELECOMMUNICATIONS	MODERN ENTERPRISE SO	MAINTENANCE	201.35
TELECOMMUNICATIONS	WINDOM BOOSTER CLUB	CALENDAR	225.00
Total for Department 199			307,714.08*
Total for Fund 69			547,714.08*
COLONIAL LIFE INSURA INSURANCE			8.82
Total for Department			8.82*

CITY OF WINDOM
FM Entry - Invoice Payment - Department Report

Department	Vendor Name	Description	Amount

		Total for Fund 70	8.82*
		Grand Total	1,210,339.92*



Application for Payment
(Unit Price Contract)
No. 1

Eng. Project No.: WINDM 116800

Location: Windom, Minnesota

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

Contract for Des Moines River Dam Removal / Rock Riffles

Application Date 7/10/12 For Period Ending 6/30/12

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
1	Mobilization for Demolitions	LS	1	<u>1</u>	\$7,217.54	<u>\$7,217.54</u>
2	Mobilization for Riffle Placement and all other construction	LS	1	<u>1</u>	1,406.69	<u>\$1,406.69</u>
3	Control of Water	LS	1	<u>1</u>	4,977.08	<u>\$4,977.08</u>
4	Erosion Control (includes all methods required to mitigate sediment mitigation downstream)	LS	1	<u>1</u>	9,451.76	<u>\$9,451.76</u>
5	Clearing and Grubbing	LS	1	<u>1</u>	463.05	<u>\$463.05</u>
6	Removal of dam and east abutement	LS	1	<u>1</u>	16,206.73	<u>\$16,206.73</u>
7	Removal of Inlet Drainage Structure	LS	1	<u>1</u>	1,389.14	<u>\$1,389.14</u>
8	Removal of Small Drainage Structure	LS	1	<u>1</u>	463.05	<u>\$463.05</u>
9	Removal of 20 feet of 60" CMP pipe and collars	LS	1	<u>1</u>	694.58	<u>\$694.58</u>
10	Removal of west abutement	LS	1	<u>1</u>	2,315.25	<u>\$2,315.25</u>
11	Site Restoration (preparation, seed, fertilizer, erosion protection)	LS	1	<u>1</u>	1,704.37	<u>\$1,704.37</u>
12	Stockpile area restoration	LS	1	<u>0</u>	1,136.25	
13	Miscellaneous Riprap and Rock Placement and Relocation	Hr	16	<u>18</u>	463.05	<u>\$8,334.90</u>
14	Placement of Rock Riffles for lower riffle center 120 feet (includes Excavation and placement of Weir Stones and RipRap)	LF	120	<u>173</u>	308.78	<u>\$53,418.94</u>
15	Placement of Rock Riffles for upper riffle center 120 feet (includes Excavation and placement of Weir Stones and RipRap)	LF	120	<u>120</u>	161.10	<u>\$19,332.00</u>
16	Placement of Rock Riffles Tiebacks for lower riffle with no weir stones (includes Excavation and placement of RipRap)	LF	120		63.40	
17	Placement of Rock Riffles Tiebacks for upper riffle with no weir stones (includes Excavation and placement of RipRap)	LF	130	<u>65</u>	22.90	<u>\$1,488.50</u>
18	Placement of MnDOT class III riprap over existing concrete riprap	SY	150	<u>1209</u>	9.88	<u>\$11,944.92</u>
19	Placement of MnDOT class III riprap in exposed bank areas (includes required geotechnical	SY	150	<u>351</u>	12.28	<u>\$4,310.28</u>
	Base Bid Total					<u>\$145,118.78</u>
A.1.1	Alternative Bid 1 Weir Stones/Delivered	Each	30	<u>96</u>	105.74	<u>\$10,151.04</u>

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
A.1 2	Weir Stones/Delivered - Quarried Rock	Each	150	81	124.99	\$10,124.19
A.1 3	MnDOT Class I Riprap (Riffle RipRap Base for weir stones)/ Delivered	CY	50	109.71	44.72	\$4,906.23
A.1 4	MnDOT Class IV RipRap - Field Stone (Riffle Riprap around weir stones) Delivered	CY	100	2759.97	27.76	\$76,616.77
A.1 5	MnDOT Class IV RipRap - Quarried Rock (Riffle Riprap around weir stones) Delivered	CY	2500	543.82	29.29	\$15,928.49
A.1 6	MnDOT Class III (Riprap over existing concrete riprap) Delivered	CY	200		59.92	
A.1 7	Haul Road Maintenance and Repair	LS	1	0	1,157.64	
	Alternative 1 Bid Total					\$117,726.72
	Alternative Bid 2					
A.2 1	Weir Stones/Delivered - Quarried Rock	Each	180	Not Used	124.99	Not Used
A.2 2	MnDOT Class I Riprap (Riffle RipRap Base for weir stones)/ Delivered	CY	50	Not Used	6.89	Not Used
A.2 3	MnDOT Class IV RipRap - Quarried Rock (Riffle Riprap around weir stones) Delivered	CY	2600	Not Used	29.29	Not Used
A.2 4	MnDOT Class III (Riprap over existing concrete riprap) Delivered and placed	CY	200	Not Used	44.48	Not Used
A.2 5	Haul Road Maintenance and Repair	LS	1	Not Used	1,157.64	Not Used
	Alternative 2 Bid Total					Not Used
	Total Base Bid					\$145,118.78
	Total Base Bid + Alternate Bid 1 (river rock)					\$262,845.50
	Total Base Bid + Alternate Bid 2 (no river rock)					Not Used

Application for Payment (continued)

Total Contract Amount	\$ <u>238,428.23</u>	Total Amount Earned	\$ <u>262,845.50</u>
Contract Change Order No.	_____	Material Suitably Stored on Site, Not Incorporated into Work	_____
Contract Change Order No.	_____	Percent Complete	<u>100%</u>
Contract Change Order No.	_____	Percent Complete	_____
Less Previous Applications:		Percent Complete	_____
AFP No. 1: <u>238,420.84</u>	AFP No. 6: _____	GROSS AMOUNT DUE	\$ <u>262,845.50</u>
AFP No. 2: _____	AFP No. 7: _____	LESS <u>0 %</u> RETAINAGE	\$ <u>0.00</u>
AFP No. 3: _____	AFP No. 8: _____	AMOUNT DUE TO DATE	\$ <u>262,845.50</u>
AFP No. 4: _____	AFP No. 9: _____	LESS PREVIOUS APPLICATIONS	\$ <u>238,420.84</u>
		AMOUNT DUE THIS APPLICATION	\$ <u>24,424.66</u>

CONTRACTOR'S AFFIDAVIT

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

Date July 11, 2012 _____ Landwehr Constr, Inc.
 _____ (Contractor)

COUNTY OF Stearns)
 STATE OF Minnesota) SS By Michael Lehman (Name and Title) President

Before me on this 11th day of July, 2012, personally appeared _____, known to be, who being duly sworn did depose and say that he is the President (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission expires _____



Sue Watkins

 (Notary Public)

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

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

City of Windom

Short Elliott Hendrickson Inc.

By _____

By _____

Date _____

Date _____



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

12224 Nicollet Avenue • Burnsville, MN 55337

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

www.bolton-menk.com

July 9, 2012

City of Windom
444 9th Street
PO Box 38
Windom, MN 56101

Re: Payment Request No. 8
Wastewater Treatment Improvements
Windom, Minnesota
BMI Project No. M21.103066

Attn: Steve Nasby, City Administrator

Dear Mayor and Council Members:

Enclosed is Payment Request No. 8 from Robert L. Carr Company, in the amount of \$28,005.05 for the referenced project. We have reviewed the request and recommend you make full payment.

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

Respectfully Submitted,

BOLTON & MENK, INC.

R. Kelly Yahnke
Project Engineer

Enc.

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

G:\Windom\M21103066\8_Constr_Phase\Pay Estimates\Payreq 8.doc



AIA Document G702™ - 1992

Application and Certificate for Payment

Page 1 of 5

TO OWNER: City of Window, Minnesota
 PROJECT: Wastewater Treatment Imp. Window, Minnesota
 APPLICATION NO: 8
 PERIOD TO: 6/29/12
 DISTRIBUTION TO: OWNER ARCHITECT CONTRACTOR FIELD OTHER

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

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. 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) \$ 1,170,987.00
5. RETAINAGE:
 - a. 5 % of Completed Work (Columns D + E on G703) \$ 50,901.50
 - b. 5 % of Stored Material (Column F on G703) \$ 7,647.85
- Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 58,549.35
6. TOTAL EARNED LESS RETAINAGE \$ 1,112,437.65 (Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,084,432.60 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 28,005.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6) \$ 1,147,562.35

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.

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: 7/5/12

County of: Lyon
Subscribed and sworn to before me this 5th day of July, 2015
Notary Public: *[Signature]*
My commission expires: 1-31-2015



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 \$ 28,005.05
(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: 7-9-12

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.

City of Window: _____ Date: _____
 WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 61071ACD04

APPLICATION NO. 8
 PERIOD TO: 06/29/12
 APPLICATION DATE: 7/5/2012

Wastewater Treatment Improvements
 Windom, Minnesota

A	B	C	D	E	F	G	H	
WORK COMPLETED								
SECT. NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPS.	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETED & STORED	BALANCE TO FINISH	
							%	
5500	Metals	10,725	9,725			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			210,000	98%	5,000
11312	Vortex Pumps	50,000		50,000		50,000	100%	0
11321	Grit Separation	50,000		50,000		50,000	100%	0
11335	Mechanical Bar Screen	175,000			122,804	122,804	70%	52,196
15060	Process Piping Lift Station	40,000	40,000			40,000	100%	0
	Wastewater	20,000			1,393	1,393	7%	18,607
16010	Electrical General Provisions	14,470	2,500	2,500		5,000	35%	9,470
16100	Basic Material & Methods	45,000	7,500	2,500		10,000	22%	35,000
	Subtotal	1,642,000	901,030	117,000	150,478	1,168,508	71%	473,492

Attachment to
Application and Certificate for Payment No. 8 (period to 06/29/12)

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. 8

Period to: 06/29/12

Item No.	Description	Ist 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		15408	
A	Interceptor Sewer	2	Hancock (Schmidt)	169207	4,964.24	4,964		4964	
A	Interceptor Sewer	2	Hancock (Schmidt)	169208	7,507.15	5,909		5909	
15060	Process Piping/Wastewater	6	HD Supply Waterworks	4561611	13,925.81	1,393		1393	
11335	Bar/Filter Screen	7	Parkson Corp.	5120070	83,259.38	83,260		83260	
11335	Aqua wash press unit	7	Parkson Corp.	Contract	39,543.75	39,544		39544	
11312	Vortex Pumps	7	Vessco, Inc.	53999	140,921.88	45,000	45,000	0	
11321	Crit Separation	7	Vessco, Inc.	Inc. Above	Inc. Above	45,000	45,000	0	
16500	Lighting	8	Meier (Graybar)	959324465	739.69			740	
16500	Lighting	8	Meier (Graybar)	959677017	1,738.66			1,739	
TOTALS						317,577.88	240,478.00	90,000	152,957

Remit To: **Graybar**
 12437 COLLECTIONS CENTER DRIVE
 CHICAGO IL 60693-2437

INVOICE

Invoice Questions? Please Call:
 605-731-7900

Invoice No: 959324465
 Invoice Date: 03/16/2012
 Account Number: 0000103302
 Account Name: MEIER ELECTRIC INC



68.004.004.00.132
 MEIER ELECTRIC INC
 PO Box 455
 MARSHALL MN 56258-0455

Ship to: MEIER ELECTRIC INC
 WINDOM WASTE WATER TREATMENT
 PLANT
 MUST CALL 48HRS B/4 DELIVERY
 MIKE MEIER 507/532-3707
 400 DRAKE AVE
 WINDOM MN 56101

Order No: WINDOM WWTF						SO#:337910869	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	FOB.	Rt. To	
0849646871		COUNTER	03/16/2012	SIOUX FALLS, SD	S/P/F/A		
Quantity	Catalog # / Description				Unit Price / Unit	Amount	
2	KAD 100S R3 120 RP0D4 PER PE1 LPI LITHONIA LIGHTING				348.91 / 1	697.82	

Terms of Payment

1% 10th Prox., net 15th Prox.
 As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

Sub Total	697.82
Freight & Handling	0.00
Tax	41.87
Total Due:	739.69
Cash Discount (if paid within terms)	6.98-

DUPLICATE

Stored Material
 Pay Request No. 8
 Section 16500 - Lighting

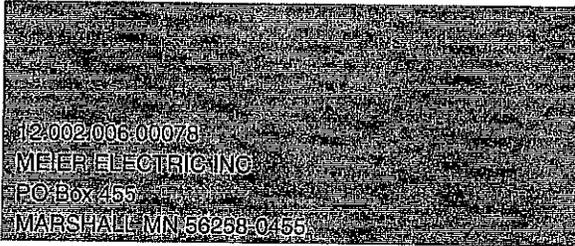


Remit To: **Graybar.**
 12437 COLLECTIONS CENTER DRIVE
 CHICAGO IL 60693-2437

INVOICE

Invoice Questions Please Call:
 605-731-7900

Invoice No: 959677017
 Invoice Date: 04/06/2012
 Account Number: 0000103302
 Account Name: MEIER ELECTRIC INC



Ship to: MEIER ELECTRIC INC
 WINDOM WASTE WATER TREATMENT
 PLANT
 MUST CALL 48HRS B/4 DELIVERY
 MIKE MEIER 507/532-3707
 400 DRAKE AVE
 WINDOM MN 56101

Order No: WINDOM WWTF						SO#:337910869	
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	FOB.	Rt. To	
0337910869			03/30/2012	FACTORY			
Quantity	Catalog # / Description			Unit Price / Unit	Amount		
2	RT35-20-DE-DBZ-SMS-DTC WHATLEY			813.21	1626.82		

Terms of Payment 1% 10th Prox., net 15th Prox. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Sub Total	1626.82
	Freight & Handling	0.00
	Tax	111.84
	Total Due	1738.66
	Cash Discount (if paid within terms)	16.27-

DUPLICATE

*Stored Material
 Pay Request No. 8
 Section 16500 - Lighting*

KEEP THIS COPY FOR YOUR RECORDS

