

Reminder: Please bring the copy of the 2013 Street Improvement Feasibility Report which you received in your 11-6-12 packet.



Council Meeting
Tuesday, November 20, 2012
City Council Chambers
7:30 p.m.
AGENDA

Call to Order
Pledge of Allegiance

1. Approval of Minutes
 - Council Minutes–November 6 & 13, 2012
2. Consent Agenda
 - Minutes
 - EDA Commission– November 13, 2012
 - Utility Commission – November 13, 2012
 - Library Board –November 13, 2012
 - Telecommunication Commission – November 14, 2012
3. Department Heads
4. Public Hearing - 2012 River Road and 6th Street Improvement Project Assessments
5. Public Hearing - 2013 Street Improvement Project
6. EDA
 - Global Investment Properties Tax Abatement Agreement
 - LED Sign
 - Lease Renewal Agreement
 - Sign Policies & Guidelines
7. First Reading – Ordinance Amending Salaries of Mayor and Council Members
8. New Business
9. Old Business
10. Regular Bills
11. Contractor Payment – Wastewater Treatment Plant – Robert L. Carr - \$141,570.90
12. Council Concerns
13. Adjourn



**Regular Council Meeting
Windom City Hall, Council Chamber
November 6, 2012
8:05 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Kruse at 8:05 p.m.

2. Roll Call: Mayor: Kirby Kruse

Council Members: Kelsey Fossing, Dominic Jones, Corey Maricle,
Bradley Powers and JoAnn Ray

Council Members Absent: None

City Staff Present: Steve Nasby, City Administrator; Mike Haugen,
Water & Wastewater Superintendent; Chelsie Carlson,
Finance Director\Controllor; Steve Willard, Streets &
Parks Department Foreman and Jeff Dahna, Telecom

3. Pledge of Allegiance

4. Approval of Minutes:

Motion by Fossing second by Ray to approve the City Council minutes from October 16, 2012. Motion carried 5 – 0.

5. Consent Agenda:

Kruse noted the minutes from the following Boards and Commissions:

- Telecommunications Commission – October 16, 2012
- Street Committee – October 18, 2012
- Utility Commission – October 24, 2012

Kruse said there were applications for solicitation licenses from Insulation USA for Chay Rossow, Judd Ferguson, Hagan Hoopes and Lance Miranda.

Kruse said there were two applications for an Exempt Gaming Permits for Cottonwood County Pheasants Forever for a raffle on December 14, 2012 and the Windom Youth Hockey Association for a raffle on December 19, 2012.

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

6. Department Heads:

None.

7. Telecom Refunding Bonds Series 2012B:

Todd Hagen, Ehlers & Associates, and Diane Paauwe, Piper Jaffray, introduced themselves as the City's financial consultants and the bond placement entity. Hagen said the bond refunding for the telecom system will replace the existing revenue bond and temporary G.O. equipment bonds that are in place. The purpose of the refunding is to restructure the debt and achieve a lower interest rate. The new bond will have level payments over a 20-year term versus the graduating scale and balloon payment on the current bonds. The City received an A+ rating by Standard & Poors with the telecom bonds being rated as an A. The lower rating on the telecom bonds is due to it being a revenue funded bond with optional annual appropriation and not being backed by the City's taxing authority. The debt service reserve on the new bond is about \$400,000 that is equal to about half a year debt service and this is lower than the current reserve requirement. The average annual debt service on the new bond is about \$794,000. The refunding of these bonds will achieve a savings of 13.677% which is \$1.55 million. This level of savings is remarkable as they normally want to achieve 3-5% savings. This sale was a negotiated sale with Piper Jaffray and not a competitive sale due to these bonds having a more unique nature due to the type of project financed, revenues used to repay the debt and more limited market of buyers. Piper Jaffray worked hard prior to the sale date to market the bonds and line up potential buyers. Both Ehlers and Piper Jaffray were pleased with the response in the market and the level of the interest rate the City got on the bonds which was a true interest cost of 3.51%.

Jones asked if there were State laws governing the sale of these bonds as they were solely placed versus being competitively placed. Hagen said that bonds can be sold either way, but that State law requires any sole placement bonds totaling over \$1.2 million to be handled by a financial advisor.

Fossing asked if the amount of the savings was higher than anticipated. Hagen said the results were better than expected and he had a concern due to the longer term of the bonds which was needed to level out the debt service payments.

Jones asked about the current debt service on the existing bonds. Nasby said the interest on the revenue bond is just under \$600,000 and the principal payment is \$240,000 this year, so that totals \$840,000 and the G.O. Equipment bond of \$2.4 million is due this year as well so whatever debt payment is needed to pay that off would need to be added to the \$840,000 amount.

Jones asked if telecom revenues were higher could the new bond be paid off earlier. Hagen said the call date is June 2020, which is an eight year call. He noted that generally the call date is 10 years out, but the date was shortened to give the City more flexibility. The shorter call date did not appear to negatively impact the bond issue.

Council member Jones introduced the Resolution No. 2012-61, entitled “RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF COMMUNICATION SYSTEM ANNUAL APPROPRIATION REFUNDING BONDS, SERIES 2012B” and moved its adoption. The resolution was seconded by Maricle and on roll call vote: Aye: Ray, Fossing, Jones, Maricle and Powers. Nay: None. Absent: None. Resolution passed 5 – 0.

8. PM Windom Industrial User Agreement Wastewater Amendment:

Mike Haugen, Water & Wastewater Superintendent, said that about a month ago the City Council had approved an amendment to this industrial user agreement to increase the flow and reduce the TKN loadings. The business has requested another amendment to increase the amount of CBOD loading by 100 pounds. The Utility Commission has reviewed this request and recommended approval.

Motion by Jones seconded by Ray to approve the second amendment to the Industrial User Agreement between PM Beef Holdings, LLC and the City of Windom as presented. Motion carried 5 – 0.

Powers asked if this amendment will cover another plant expansion. Haugen said this will allow for some additional operations, but another expansion will require a new industrial user agreement and will likely include a major project for wastewater treatment either at the City’s facility and/or PM Beef.

9. 2013 Wastewater Rate Increase:

Haugen said that the proposed five percent rate increase is part of the rate plan that was put in place to pay for the debt on the 2012 wastewater project. A rate study was done in 2011 to determine the revenue necessary to pay off the debt service and maintain operations and some of that information is in the packet. In 2012 and 2013 the increases were set at five percent and the annual increase goes down after these two years to basically an inflation figure. The Utility Commission is recommending approval of the proposed 2013 wastewater rate increase.

Kruse noted that there was a typographical error on the resolution regarding the rate for Bingham Lake and Fish Lake as it is listed as a price per 1,000 cubic feet and should be shown as a price per 1,000 gallons.

Council member Powers introduced the Resolution No. 2012-62, entitled “RESOLUTION ESTABLISHING RATES, CHARGES AND FEES FOR ENTERPRISE FUNDS” and moved its adoption. The resolution was seconded by Jones and on roll call vote: Aye: Fossing, Jones, Maricle, Powers and Ray. Nay: None. Absent: None. Resolution passed 5 – 0.

Jones said that PM Beef is also working on a water project and will be doing a pump test. Haugen said that the pump test may be this week and two City wells will be monitored to determine any impacts.

10. Call for Public Hearing – 2012 River Road & 6th Street Improvement Project:

Dennis Johnson, Wenck Associates said the project costs were about on budget and the assessment amounts stayed the same as the preliminary hearing.

Nasby said that this is the notice for the assessment hearing on this project and if the Council approves setting the hearing letters with the final information will be mailed out to the individual property owners with the hearing date of November 20, 2012.

Maricle noted that the amount of the interest charged shows both 5% and 5.5% in the resolution. Nasby said the number should be 5% as the rate was lower than it was with the last assessment bond and should reflect about a 2% spread between the bond price and the charge on assessments.

Jones asked about the two percent spread. Nasby said that this has been consistent on the street projects as the City does have administrative and professional fees to cover, but it is mainly a hedge against assessment pre-payments. The City issues bonds for 15 or 20 years and if there are pre-payments the City is still responsible for the interest that is due on the bonds.

Council member Powers introduced the Resolution No. 2012-63, entitled “RESOLUTION DECLARING THE COSTS TO BE ASSESSED, ORDERING THE ADMINISTRATOR TO PREPARE AN ASSESSMENT ROLL, AND CALLING FOR A PUBLIC HEARING FOR THE RIVER ROAD AND 6TH STREET IMPROVEMENT PROJECT” and moved its adoption. The resolution was seconded by Fossing and on roll call vote: Aye: Jones, Maricle, Powers, Ray and Fossing. Nay: None. Absent: None. Resolution passed 5 – 0.

11. Proposed 2013 Street Improvement Project:

Johnson, Haugen and Steve Willard, Streets & Parks Department Foreman, introduced themselves. Johnson said the proposed project contains three parts, a base project and two alternates. The total cost is estimated to be \$2.71 million to \$4.1 million depending on the scope of work authorized by the City Council. Johnson reviewed the condition of the streets, water lines, sewer lines, curb/gutter and storm water system for all of the streets in the proposed project. Johnson noted that the plan includes upgrading Drake Avenue to handle the heavy trucks from the Wastewater plant and three blocks of 6th Avenue by Winfair School due to the heavy bus traffic.

Johnson noted that the plan also includes several items for the Winfair School and these items can be part of the project, but would be paid for by the school. He showed plans for a drop-off area in front of Winfair and improved parking lot on the south side of the school.

Preliminary

Also discussed was the possibility of a sidewalk running from Winfair Elementary to 17th Street which would be on the west side of 6th Avenue. It may be an option to have the school do the snow plowing on the proposed sidewalk as they bring equipment from the high school to the elementary school on this route, but that has not been committed to yet.

Powers said that he sees the concrete option included for the project. If that option is exercised he suggests the use of a paving machine. Johnson agreed and said the size of the project would help to off-set the costs of using a machine.

Jones said he is in favor of having the sidewalk on 6th Avenue between Winfair Elementary and 17th Street and wanted to know when a decision is needed to insure the Council has that option. Johnson said a decision is due tonight as the assessment letters have to include the \$24,000 - \$25,000 cost or not.

Powers asked if this cost goes to the property owners. Johnson said he did not recall if a prior City street project having sidewalks included 100% assessment to property owners or 50%, but if the Council wanted to include a sidewalk now they could do the preliminary assessment at 100% and back it down later.

Fossing said the yards in this block are small.

Ray said the property owners are against including a sidewalk.

Jones said he feels it is a safety issue and a sidewalk needs to be included.

Motion by Jones seconded by Maricle, to include in the project the addition of a sidewalk between Winfair Elementary and 17th Street and to include the 100% assessment on the preliminary project notices. Motion carried 3 – 2 (Powers and Ray).

Johnson asked about the small, unbuildable lot on 5th Street that was discussed during the project overview. Consensus of the Council was to leave it in the preliminary project as being assessed and have staff research what has been the past practice related to unbuildable lots. The assessment can be removed later if that is the decision, but cannot be added after tonight.

Council member Powers introduced the Resolution No. 2012-64, entitled “RESOLUTION RECEIVING THE FEASIBILITY REPORT AND CALLING FOR A PUBLIC HEARING FOR 2013 STREET IMPROVEMENT PROJECT” and moved its adoption. The resolution was seconded by Ray and on roll call vote: Aye: Maricle, Powers, Ray, Fossing and Jones. Nay: None. Absent: None. Resolution passed 5 – 0.

12. Transcend United Technologies Contact Renewal:

Nasby said this is a maintenance and service agreement for the new telephone system and he was putting this to the Council to let them know there is an annual maintenance fee. Staff is recommending approval of the agreement.

Motion by Fossing seconded by Jones to approve the maintenance agreement for the telephone system between Transcend United Technologies and the City of Windom presented. Motion carried 5 – 0.

13. Lutheran Social Service Site Agreement Renewal:

Nasby said that the agreement is for the senior dining program operated by LSS at the Windom Community Center. LSS reimburses the City for some utilities and other expenses and the 2013 rate is \$3,819 which is slightly higher than last year. There is also an addendum that the parties have also been executing with the lease which outlines some additional conditions. This is an extension of the prior use agreements between the parties.

Motion by Powers seconded by Ray to approve the use agreement between Lutheran Social Services and the City of Windom for the Community Center as presented. Motion carried 5 – 0.

14. Donations:

Kruse said he is very appreciative these gifts from Lloyd Kruse and Town N' Country as well as the generosity of all the donors to the City.

Council member Maricle introduced the Resolution No. 2012-65, entitled "AUTHORIZATION TO ACCEPT A DONATION FROM LLOYD C. KRUSE FOR THE WINDOM FIRE DEPARTMENT" and moved its adoption. The resolution was seconded by Powers and on roll call vote: Aye: Powers, Ray, Fossing, Jones and Maricle. Nay: None. Absent: None. Resolution passed 5 – 0.

Council member Powers introduced the Resolution No. 2012-66, entitled "AUTHORIZATION TO ACCEPT DONATION OF MATCHING FUNDS FOR ENTRANCE SIGNS" and moved its adoption. The resolution was seconded by Jones and on roll call vote: Aye: Ray, Fossing, Jones, Maricle and Powers. Nay: None. Absent: None. Resolution passed 5 – 0.

15. Personnel Items:

Powers said that the Personnel Committee is recommending the advancement of step increases to Officer Norell to step five of the applicable pay plan and the hiring of Ann Kuehl as a part-time employee at the Liquor Store.

Motion by Powers seconded by Fossing to approve moving Officer Norell to step 5 of the law enforcement pay plan and to approve the hiring of Ann Kuehl as a part-time employee at the Liquor Store. Motion carried 5 – 0.

Jones asked if the position at the Liquor Store had been advertised. Nasby said it had been advertised.

16. New Business:

Powers asked if there should be consideration of re-paving the parking lot behind City Hall if there is an opportunity with the 2013 Street project. Nasby said the parking lot is in poor condition, but resurfacing had been put off until there is a decision on the fire hall expansion as that is where the addition would be placed.

17. Unfinished Business:

Kruse noted that the Council has a special meeting for November 13, 2012 at 7:00 p.m. to discuss the budget and to canvass the election results.

Kruse said that the employee recognition event was still pending. Nasby said the City Council had asked for other ideas on how to fund non-employees and there was a memorandum in the packet with a possible option on donations, but he would want the League of Minnesota Cities and City Attorney to review the plan if this is direction the Council wanted to pursue.

Jones said he talked to some department heads and other employees and he has changed his mind about the event and we should just execute the policy that is in place. It can be a recognition and appreciation of employees by doing the Chamber bucks and then plan an employee lunch in the spring.

Maricle said he agrees with Jones and we should do the Chamber bucks and meal next year.

Ray, Fossing and Powers said they also concur as well with the proposal and to move it forward.

Motion by Jones seconded by Ray to proceed with the employee recognition and plan that has been adopted. Motion carried 5 – 0.

Motion by Jones seconded by Maricle to include in the recognition employees that have left the City's employment in 2012 in good standing. Motion carried 5 – 0.

18. Regular Bills:

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

19. Contractor Payments:

Kruse said there were two requests, from the R.L. Carr Company for \$237,448.70 and Svoboda Excavating, Inc. for \$21,514.94.

Haugen said that the wastewater project was nearly completed with seeding and some punch list items left. The conversion to the new lift pumps was done around October 15.

Jones asked if the new control system was operational. Haugen said it is working and they are fixing a few bugs, but all is going well.

Fossing asked if the payment to Svoboda Excavating, Inc. was the final payment. Nasby said it was not as there is still retainage held.

Motion by Powers seconded by Ray to approve the contractor payment to R.L. Carr Company in the amount of \$237,448.70 as presented. Motion carried 5 – 0.

Motion by Powers seconded by Ray to approve the contractor payment to Svoboda Excavating, Inc. for \$21,514.94 as presented. Motion carried 5 – 0.

20. Council Concerns:

None.

21. Adjourn:

Kruse adjourned the meeting by unanimous consent. Meeting adjourned at 9:35 pm

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

**Special Council Meeting
Windom City Hall, Council Chamber
November 13, 2012
7:00 p.m.**

1. Call to Order:

The meeting was called to order by Mayor Pro Tem Powers at 7:02 p.m.

2. Roll Call: Mayor: Kirby Kruse

Council Members: Kelsey Fossing, Dominic Jones, Corey Maricle,
Bradley Powers and JoAnn Ray

Council Members Absent: None

City Staff Present: Steve Nasby, City Administrator; Marv Grunig,
Electric Utility Manager; Chelsie Carlson, Finance
Director\Controllor; Al Baloun, Recreation Director
and Dan Ortman, Fire Chief

3. Old Business:

Powers suggested the Council start with this item and move to the budget discussion in a few minutes.

Maricle said that he was planning to host a private get-together for full time City employees and invited other Council members to talk with him if they were interested. Details would follow, but he is looking at December 7th.

Kirby Kruse (arrived 7:04 pm)

4. Canvass Election Returns and Declare the Results of the Election:

**Council member Powers introduced the Resolution No. 2012-67, entitled
“A RESOLUTION CANVASSING THE ELECTION RETURNS FOR THE CITY
ELECTION AND DECLARING THE RESULTS OF THE ELECTION” and moved
its adoption. The resolution was seconded by Fossing and on roll call vote: Aye:
Fossing, Jones, Maricle, Powers and Ray. Nay: None. Absent: None. Resolution
passed 5 – 0.**

5. 2013 Capital Plan and Budget:

Kruse said that the Council has held previous meetings on the budget and if there were questions on operations those could be asked, but the focus of this meeting is capital items.

Preliminary

Nasby said that several Department Heads were present and suggested starting with those capital requests.

Fossing and Jones asked what the total amount of funding could be allocated to capital items while staying within the preliminary levy of six percent. Nasby showed on the spreadsheet that this limit would be about \$320,000 - \$325,000.

Kruse asked if there were any questions on the Electric Department operational or capital budget. There were none.

Al Baloun, Recreation Director, discussed the capital requests for the Arena, Pool and Recreations programs. Following discussion of the items and the priorities for the programs the Council funded the Arena door replacement, restroom remodeling and seating & accessibility requests. Also funded was the aquatic lift for the pool, which is mandated by the federal government.

Dan Ortman, Fire Chief, discussed the Department's requests and indicated that they were all very high priority items. Much discussion regarding the need for the rescue truck and how to pay for this item as the cost is estimated to be \$300,000 to \$350,000 in addition to the cost of raising the fire hall doors, which adds another \$43,000. Consensus of the Council was to apply for a FEMA grant and explore the City's options to bond for the fire truck when the 2013 Street project is financed. The quick attack truck replacement was scaled back to replacing the tank and pump as the chassis is still in good condition. The turn-out gear was funded as this is part of a three-year rotation of replacing all this gear.

Several Council members suggested that new revenue is needed to keep up with capital equipment needs and sources such as establishment of an equipment fund; transfers from municipally owned assets and a local option sales tax were briefly discussed. Staff was requested to work on a 5 – 10 year financing plan to identify the amounts needed to fund the equipment in the Capital Improvement Plan.

Chelsie Carlson, Finance Director\Controller, said that the financial management system is very dated and the staff has identified a new, hosted solution which will save the City from having to purchase new hardware. The cost is divided between the General Fund and the Enterprise Funds, with the total cost being about \$30,000.

Nasby said that the capital item for City Hall was the office carpet for \$10,000. Maricle and Fossing suggested looking into tile as that may wear better and be more cost effective in the long-term.

Nasby asked how the Council wanted to proceed with the e-packets idea and if the Council wanted to move to a paperless Council packet. This could be done with the City purchasing the equipment for the Council or adding money to the Council pay and requiring the members to purchase and maintain their own equipment. The private purchase by Council members would be of benefit to the City by not having to maintain the hardware and benefit the Council members as if the hardware were theirs then they can use it for personal items

Preliminary

and the individual members could get whatever type of hardware they wanted such as ipads, kindles, laptops, etc.

Consensus of the Council that going paperless was a good idea and it would save the City money in printing, delivery and staff time. All members thought the method of having privately owned hardware also was the path to pursue. Staff will draft an ordinance for the compensation change for Council members for an upcoming meeting. Nasby said the ordinance would be worded so that the extra funds for the purchase of hardware was done in odd numbered years, following an election, and paid upfront so there was not a financial burden on any incoming Council members.

The remaining capital projects from the Community Center, Library, Parks, Police, Streets and Airport were discussed. Attached is a listing of the capital requests, debt service and prior project funding commitments that comprise the proposed 2013 tax levy.

Kruse noted that the items capital items funded by the Council totaled a 2.98% increase in the tax levy over 2012, which is lower than the maximum of 6% that was set as the preliminary levy.

Motion by Maricle seconded by Fossing to adopt the 2013 budget as presented and set the 2013 tax levy at 2.98%. Motion carried 5 – 0.

6. New Business:

None

7. Unfinished Business:

No other old business was presented.

8. Adjourn:

Kruse adjourned the meeting by unanimous consent. Meeting adjourned at 9:13 pm

Kirby Kruse, Mayor

Attest: _____
Steve Nasby, City Administrator

2013 Levy Limit _____ \$ -

	<u>Requested</u>	<u>Funded</u>
Operations		
General Fund Operations	\$ 383,628	\$ 383,628
Special Revenue Fund Operations	\$ 671,170	\$ 671,170
Capital Items		
Financial Management Software	\$ 6,800	\$ 6,800
Arena - Door Replacement	\$ 7,000	\$ 7,000
Arena - Restroom Remodel	\$ 10,000	\$ 10,000
Arena - Seating and Accessibility	\$ 10,000	\$ 10,000
Arena - Carpet Replacement	\$ 5,000	\$ -
City Hall - Carpet Replacement	\$ 10,000	\$ 10,000
Community Center - Floor/Carpet Cleaning Machine	\$ 6,500	\$ 6,500
Community Center - Equipment Replacement	\$ 20,000	\$ 10,000
Community Center - Rental Item Purchase	\$ 9,300	\$ 9,300
Fire - Rescue Truck - FEMA Match City Share (est.)	\$ -	\$ -
Fire - Quick Attack Truck Tank & Pump - City Share	\$ 6,000	\$ 6,000
Fire - Turn Out Gear (Year 2 of 3)	\$ 28,500	\$ 28,500
Library - Window Replacement	\$ 10,000	\$ -
Library - Computer Replacement	\$ 2,000	\$ 2,000
Parks - Cottonwood Lake Parking & Road Paving	\$ 78,000	\$ 78,000
Parks - Ballfield Grooming Machine	\$ 28,000	\$ 28,000
Parks - Restroom Fixtures	\$ 4,000	\$ 4,000
Police - Computer Replacement	\$ 2,000	\$ 2,000
Pool - Aquatic Lift	\$ 7,000	\$ 7,000
Pool - Architect & Engineering Fees for New Facility	\$ 250,000	\$ -
Recreation - Software Upgrades	\$ 9,300	\$ -
Street - Mechanic Pick Up Replacement	\$ 27,500	\$ -
Street - 3/4 Ton Pick Up Replacement	\$ 27,500	\$ 27,500
Street - Shop Tools	\$ 5,600	\$ 5,600
Street - Stump Grinder	\$ 6,155	\$ 6,155
Airport - Jet A Fuel System (10% FAA match)	\$ 15,000	\$ 15,000
Police - Sidearm Replacement	\$ 1,500	\$ 1,500
Library - ADA Door Opener	\$ 2,000	\$ 2,000
Capital Funded		\$ 282,855
Tax Levy For Operations and New Capital Items		\$ 1,337,653

Total Levy		
18th Street Stormwater Payment #2	\$	15,775
Debt Service	\$	220,446
PERA Levy	\$	3,500
Payloader Lease Payment #5 of 5	\$	22,365
Street Shop - LMC Loan Payment #2 of 5	\$	54,589
Use of General Fund Reserve	\$	-
Tax Levy Subject to Levy Limit	\$	1,337,653
	\$	1,654,328
		2.98% CHANGE

General Fund Operations	\$	383,628
General Fund Capital	\$	204,055
Special Revenue Fund Operations	\$	671,170
Special Revenue Fund Capital	\$	78,800
Payloader Lease Annual Payment #5 of 5	\$	22,365
LMC: Street Shop Loan Payment #2 of 5	\$	54,589
18th Street Stormwater Payment #2 of 5	\$	15,775
Debt Service	\$	220,446
PERA Levy	\$	3,500
Use of General Fund Reserve	\$	-
		Proposed 2012 Tax Levy \$1,654,328
		Change in Tax Levy for 2013 2.98%

ECONOMIC DEVELOPMENT AUTHORITY OF WINDOM
MINUTES
NOVEMBER 13, 2012

1. Call to Order: The meeting was called to order by President Erickson at 12:05 p.m.

2. Roll Call & Guest Introductions:

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

Also Present: EDA Staff – Aaron Backman, EDA Executive Director, and Mary Hensen, Admin. Asst.; City Administrator Steve Nasby, and Mayor Kirby Kruse.

3. Approval of Minutes:

Motion by Commissioner Larson, seconded by Commissioner Slette, to approve the Minutes of the EDA Meeting held on October 8, 2012. Motion carried 4-0.

(Commissioner Fossing arrived after this vote.)

4. North Windom Industrial Park

A. Infrastructure Project Status: Director Backman reported that all necessary permits have been obtained for the watermain and sanitary sewer improvements. The turn lane designs, layout plan, and detour plan have been approved by MnDOT. The sign plan, striping plan and storm water plan have been submitted and are waiting MnDOT approval. The project engineer has provided copies of the proposed plans. It is anticipated that the bid letting will be underway in the middle of February, 2013, and may coincide with the City's bid letting for the 2013 Street Improvement Project. Director Backman briefly reviewed the status of the drainage easement. The EDA hopes to have the project completed by the Summer of 2013.

B. MnDOT Correspondence: The Board received copies of Memos between the EDA and Dennis Johnson of Wenck Associates and MnDOT dated October 19, 2012, and October 24, 2012, together with a copy of the worksheet identifying sources and uses of funds for the infrastructure project. MnDOT is requiring longer turn lanes and replacement of pavement between the turn lanes which substantially increase the cost of the highway portion of the project. In addition to the \$544,960 in funds from the TED grant, MnDOT District 7 has offered to provide a lump sum amount of \$270,680 towards these increased costs and MnDOT in St. Paul is reviewing the numbers.

C. Manufacturing Project Update: Director Backman updated the Board regarding communications with a Toro supplier.

5. Entrance Signs

A. Project Status: Director Backman reported that Snick's Signs continues to work on the three entrance signs. Site preparation activities have begun on all three sites (the two on Hwy 60 and one on Hwy 71). On October 16th the concrete foundations were poured for all three locations. Tony Nichols has been leveling and shaping the respective sites. The metal frames for all three signs have been fabricated in Snick's shop in Jackson. Director Backman shared photos of the sites and the progress of the sign fabrication. Troy Schneekloth is estimating that the main components of the signs could be placed on the foundations around Thanksgiving.

6. 1905 First Avenue

A. Property Tax Abatement Agreement – Global Investment Properties, LLC: Director Backman advised that on September 18, 2012, the Windom City Council adopted a resolution approving

a property tax abatement program for Global Investment Properties, LLC (property owner) providing \$76,043 to the Developer over a period of ten years. On October 9, 2012, the Cottonwood County Board of Commissioners adopted a resolution approving a property tax abatement program providing \$25,753 over a period of eight years. (The abatement covers property at 1905 First Avenue which will be leased to Big Game Treestands, the operating company.) Following adoption of these resolutions, Robert Dieke, the EDA's TIF/Abatement attorney, prepared the proposed "Property Tax Abatement Agreement" between the City and Global Investment Properties, LLC. The Board received a copy of the agreement for review. Director Backman advised that following review by the EDA Board, this proposed agreement will be presented to the City Council on November 20, 2012, for approval. The Pledge Agreement between the City and the County has been prepared and will be reviewed by the Windom City Council on November 20, 2012. After review of the proposed agreement, the following action was taken.

Motion by Commissioner Larson, seconded by Commissioner Fossing, recommending approval by the Windom City Council of the proposed property tax abatement agreement between the City of Windom and Global Investment Properties, LLC. Motion carried 5-0.

7. Phase I – GDF Development Agreement – Update: Director Backman recapped that on October 8, 2012, the EDA Board approved a motion recommending approval by the City Council of the proposed 10-year TIF assistance for the Developer, GDF Properties, LLC, in an amount not to exceed \$77,621. The Board further recommended approval of the proposed Development Agreement between the City and the developer. Director Backman reported that on October 16, 2012, the Windom City Council approved the proposed 10-year TIF assistance and the Development Agreement. Glen and Denise Francis, officers of GDF Properties, LLC, have executed the Development Agreement and it was recorded with the Cottonwood County Recorder on November 6, 2012.

8. Small Cities Development Program

A. Owner-Occupied Rehab Project Review: Western Community Action processed applications and inspected four additional Windom properties. The Board received a recap sheet for these projects that outlined the scope of work, the total project costs, owners' matches, and proposed loans of SCDP funds. The average SCDP loan is \$15,600 with a maximum of \$18,000. The proposed projects are within the funding range and are within the designated target area in Windom.

<u>Application No.</u>	<u>Proposed Improvements</u>	<u>Project Costs</u>	<u>SCDP Funds (Maximum for Project)</u>
Windom No. 52	Siding, Roofing, Gutters, Soffit, Fascia, Door, Windows, Plumbing, Electrical Code	\$29,897	\$ 2,897
Windom No. 96	Windows, Roofing, Insulation, Smoke Detectors	\$28,137	\$16,582
Windom No. 104	Doors, Windows, Siding, Soffit, Fascia, Gutters, Insulation, Electrical Code Items	\$30,348	\$18,000
Windom No. 105	Doors, Siding, Soffit/Fascia, Roofing, Insulation, Electrical Code Items	\$32,740	\$18,000

Motion by Commissioner Fossing, seconded by Commissioner Slette, approving the SCDP owner-occupied rehab requests for Windom Project Nos. 52, 96, 104, and 105 as submitted by Western Community Action. Motion carried 5-0.

9. PCs for People: Director Backman reported on PCs for People which is a 501(c)3 non-profit corporation with offices in St. Paul and Mankato, Minnesota, that accepts donated computers from businesses and individuals and rebuilds them. The purpose of the program is to provide these computers to people with limited access to technology whose income falls within the program's guidelines. The suggested donation to the City by each computer recipient is \$25. The City of Windom, and specifically staff members Denise Nichols and Director Backman, began working with the program as part of the Blandin Foundation MIRC grant in mid-2010. In the initial round, 25 refurbished computers were delivered and stored at the Citizen and local businesses and individuals donated approximately 30 computers for the program (stored at BARC). As part of the program, the Windom Telecommunications Commission agreed to offer a reduced rate high-speed Internet package for two years for up to 24 computer recipients. Recipients, who resided in Windom and did not have WindomNet service, could receive one year of the High Speed Lite Internet package at a reduced rate of \$10 per month. By September, 2012, most of the original refurbished computers were allocated. In Round 2 of the program, 30 donated computers were picked up and 35 refurbished computers were delivered to Windom by PCs for People staff. Jonathan Smith, the physics teacher at Windom, arranged for four students to help with the transfer. Four of the Round 2 computers have been allocated. Additionally, in October, 2012, the Windom Telecom Commission agreed to continue its reduced-rate Internet service for computer recipients under this program for two years.
10. New Business
 - A. Updating of City-CVB Electronic Sign Lease Agreement & Policies: For informational purposes, Director Backman advised that in November 2007 the Windom City Council approved the placement of an electronic community events sign (also known as the LED sign) on the Liquor Store sign post. The electronic sign became operational in late February of 2008 and is the property of the Windom Convention & Visitors Bureau (CVB). The original lease needs to be renewed and the usage guidelines updated. City Attorney Ron Schramel has prepared a revised Advertising Sign Pole Lease Agreement. Director Backman and Damon Weinandt, the new Executive Director of the Chamber of Commerce, have updated Policies and Guidelines for the Use of the CVB's Electronic Community Message Board. On November 13th, the CVB Board approved the proposed lease and policies. These documents will be presented to the Windom City Council on November 20th for approval.
 - B. CVN Business Contact: Director Backman provided preliminary information regarding a lead received from the Community Venture Network (CVN) concerning a business that is interested in relocating to a rural community.
 - C. Business Meetings, Conferences & Events Report: Director Backman reported on meetings he had attended since the October EDA Meeting, including the Minnesota Manufacturers' Summit and the Southwest Initiative Foundation's Angel Investment Seminar.
11. Miscellaneous Information
 - A. River Bluff Townhomes – Monthly Financial Report: The Board received copies of the financial reports provided by Van Binsbergen & Associates for the period ending September 30, 2012.

12. Adjourn: By consensus, President Erickson adjourned the meeting at 1:05 p.m.

Trevor Slette, EDA Secretary-Treasurer

Attest: _____
Aaron A. Backman, EDA Executive Director

UTILITY COMMISSION MINUTES
City Hall, Council Chamber
November 13, 2012

Call Meeting to Order: The Utility Commission meeting was called to order at 10:00 a.m. on November 13, 2012 in the City Hall Council Chamber.

Members Present: Utility Commission Chairperson: Mike Schwalbach

Member Present: Glen Francis

Member Absent: Tom Riordan

City Council Liaison: Dominic Jones, Present

Staff Present: Steve Nasby, City Administrator; Chelsie Carlson, Finance Director/Controller; Aaron Backman, Economic Development Director; and Mike Haugen, Water / Wastewater Superintendent

Others Present: Kelly Yahnke (Bolton & Menk)

APPROVE MINUTES

Motion by Francis, seconded by Schwalbach, to approve the October 24, 2012, Utility Commission minutes as presented. Motion carried 2-0, Riordan absent.

WATER/WASTE WATER ITEMS

PM Windom Expansion Project– Kelly Yanke, Bolton & Menk presented a memo evaluating the proposed upgrades required at the City’s Wastewater Treatment Facility to treat the increased flow and/or loading associated with the possible expansion at PM Windom. National Beef is considering two treatment options to treat the increased load from the planned expansion. Option No. 1 includes the construction of new anaerobic lagoons and storage lagoon to pretreat their waste. Option No. 2 includes the construction of new anaerobic lagoons, advanced wastewater treatment facility including activated sludge treatment, and storage lagoons. Both options include upsizing the first 2,500 feet of the main sewer line to 18-inch PVC pipe.

Yanke presented the estimated construction costs for the improvements required at the City’s wastewater treatment facility under both options. It was proposed to finance the project through the sale of bonds with National Beef making their bond and interest payments separately from their User Rate Monthly Charge. The City’s share of the bond payments would be included as part of the wastewater user rate structure and revised and revised user rate structure for PM Windom. There would be no change to the current user rate structure resulting from either of the proposed options. The proposed User Rates for National Beef under both options was also included in the memo.

The Commission agreed to allow Yanke to share this memo with representatives of PM Windom and National Beef. When National Beef decides which option they will construct, a Facility Plan/Design Report will be completed for the option chosen. This report will take a more in-depth look at the improvements to be completed and a final review of the proposed user rates would be completed. The Commission decided to look at cost sharing the engineering fees with National Beef before this report is completed.

REGULAR BILLS

Motion by Francis, seconded by Schwalbach, to approve bills presented. Motion carried 2-0, Riordan Absent.

OLD BUSINESS

Francis introduced Resolution #UT 2012-02 entitled “RESOLUTION ESTABLISHING RATES, CHARGES AND FEES FOR AN ENTERPRISE FUND” and moved its adoption. The resolution was seconded by Schwalbach and on roll call vote: Aye: Francis and Schwalbach. Nay: None. Absent: Riordan. Resolution passed 2-0.

Water Tower Painting – Commission discussed getting an inspection done to determine the condition of the water tower. The project to paint the water tower will be discussed again in January.

NEW BUSINESS

The next regularly scheduled Utility Commission meeting will be held on November 28th at 10:00 a.m.

The meeting was adjourned by unanimous consent at 11:10 a.m.

Mike Schwalbach, Chairperson

Attest: _____
Steve Nasby, City Administrator

Windom Library Board Meeting
Windom Library
November 13, 2012
5:05 p.m.

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

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

Members Absent: Jan Johnson and Mary Erickson

Library Staff Present: 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:

Joan informed the Board that the bill from Schwalbach's for boiler repair was to have a safety gadget installed on it. This installation was necessary as the boiler cannot be inspected 7 days a week.

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

5. Librarians Report:

Joan reported that the Book Sale is finished and was successful. The amount isn't final but over \$900 was raised. Joan's sons and their friends carried 30 boxes of books back to the basement. For the next Book Sale, Joan is considering having a 3-day sale in the back of the Eagle's Club. Anita shared that other libraries allow the members of their Friends of the Library to shop the night before the sale starts. Joan said that they used to do that too years ago.

Joan reported that the City Council was meeting this evening to finalize Capital Outlay projects. If approved, the library would be able to purchase new computers annually.

Dawn is hosting and visiting Busy Bee classes. She is also working with Head Start and Bridges pre-school.

Motion by Kathy Hiley and seconded by Beth Fleming to accept the Librarian's Report.

6. Old Business:

Anita reported on the October Plum Creek Library meeting. After 3 ½ hours of disagreement, the board chair refused to call for the vote that had been moved and seconded regarding an inter-library loan policy. Therefore, the board overrode him and called for a vote. The motion passed. The Marshall Library staff has been sending out few items to other libraries. Other Plum Creek libraries have been sending Marshall 5 books for every one received. Mark Ranum, head of the Plum Creek System, met with the Lyon County commissioners and enlightened them on the situation. Mark Ranum feels this situation will be resolved in the near future. It is possible that as a result of this disagreement, Marshall might separate from the Plum Creek Library System.

7. New Business:

None

8. New Book Suggestions:

The board presented their suggestions.

9. Adjourn:

Motion by Anita, seconded by Charles Reid to adjourn.

Meeting adjourned at 5:29 p.m.

Respectfully submitted,

Kathy Hiley, recording secretary

Telecommunication Commission Minutes
Nov 14th, 2012

1. Call to Order:

Wendell Woodcock called the minute to order at 11:32am

2. Roll Call:

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

Commission Members Absent: Dominic Jones

City Staff Present: Dan Olsen, Londa Fosheim

Public Present: None

3. Managers Update:

Dan updated the commissioners on the total numbers of customers from SMBS and Windomnet. Dan stated that SMBS is continuing to grow with a few small issues such as RUS funding slow and a shortage of labor for installs.

Windomnet is holding pretty steady with their numbers, fluctuating up and down which is normal

Windomnet is working with a few new businesses and will be installing services to them shortly.

Dan stated there will be a few more cross connects coming into the Windomnet NOC.

Dan stated that Windomnet is still working on the Off air channels. Dan is hoping to have a solution in the near future.

Dan stated that the new hire Jordan has started and is busy.

Dan stated that a few of the Windomnet & SMBS workers went to the Calix Conference. Lots of information was taken in.

Dan stated that Windomnet is doing IP changes and plans on being done by Mid Dec.

4. Adjourn:

Wendell adjourned the meeting at 12:12.

RESOLUTION #2012-

INTRODUCED:

SECONDED:

VOTED: Aye:
Nay:
Absent:

RESOLUTION ADOPTING AN ASSESSMENT ROLL FOR THE 2012 RIVER ROAD AND 6TH STREET IMPROVEMENT PROJECT

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for the 2012 River Road and 6th Street Improvement Project; and

WHEREAS, the City Council finds the evidence supports findings that assessment calculations are correct and the assessment is valid; and

WHEREAS, the City Council finds that the improvement has benefited the property.

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

1. Such proposed assessment, a copy of which is filed in the Office of the City Administrator and made a part hereof as if fully set forth herein, is hereby accepted and shall constitute the special assessments against the lands named therein; and each tract of land therein included is hereby found to have benefited by the improvement levied against it.

2. Such assessments shall be payable in equal annual installments extending over a period of fifteen (15) years at five percent (5%) interest.

3. The owners of property so assessed may, at any time prior to December 31, 2012, pay the City Clerk's Office the entire amount of the assessment on their property without interest. Any amounts not paid by December 31, 2012, will be certified to the County Auditor for collection in the same manner as other municipal taxes. After said date, a property owner may at any time pay the remaining balance of the assessment to the City Clerk's Office, with interest accrued to December 31 of the year in which such payment is made.

4. The Clerk shall forthwith transmit a certified duplicate of these assessments to the County Auditor to be extended on the property tax lists of the county, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted this 20th day of November, 2012.

Kirby G. Kruse, Mayor

ATTEST: _____
Steven Nasby, City Clerk/City Administrator

NOTICE OF PUBLIC HEARING

River Road and 6th Street Improvement Projects

Notice is hereby given that the City Council of Windom, Minnesota, will meet in the Council Chambers of the City Hall at 7:30 p.m. on November 20, 2012, to consider, and possibly adopt, the proposed assessments for improvements to city streets included in the River Road and 6th Street Improvement Projects. The improvements are located within the corporate city limits adjacent to property legally described as follows:

Ringkob & Pope's Addition

Block 2, Lots 21, 22, 23; Block 3, Lots 13, 14, 15 & 16; Block 4, Lots 4, 5, 6, 7, H, J and K

Burmeister Subdivision

Lots 1 & 2

Riverview Subdivision

Lots 13, 14, 15, 16

Riverside Subdivision

Block 1, Lot 1; Block 2, Lots 1 & 2

Drake's Subdivision

Lots D, E, F G

Section 26-105-36

(SE ¼, NW 1/4) – Lots 1, 2, 3

Windom East Addition

Block 31, Lot 6; Block 32, Lot 6

Hutton and Collins Subdivision

Block 6, Lots 12 & 13; Block 7, Lots 12 & 13

Berry's Subdivision

Block 1, Lot 1

Walén's Subdivision

Block 1, Lot 1; Block 2, Lot 1, 13 & 14

Quevli's Subdivision

Lots 1, 2, 19 & 20

State Subdivision 36-105-36

Lots 2 & 4

Ackerman's Subdivision

Block 1, Lot 1; Block 2, Lot 1

Redding's First Addition

Block 1, Lots 1, 2, 3 & 4; Block 2, Lots 1, 2, 3, 4, 5 6, 7, 8, 9, 10, 11, 12 & 13

County Auditor's Plat No. 14

Lot 1

The improvements consist of base, bituminous, sanitary sewer, water main, curb, gutter, sidewalk and related appurtenances, pursuant to Minn. Stat. §§ 429.011 to 429.111. The area proposed to be assessed for such improvements is the property abutting and/or serviced by the improvements and part of the above-described boundaries.

The proposed assessment roll is on file for public inspection at the City Clerk's Office. The total amount of the proposed assessments for the entire project is \$353,583.88. Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of an assessment unless a written objection, signed by the affected property owners, is filed with the Clerk prior to the assessment hearing or presented to the presiding officer at the hearing. Such persons as desire to be heard with reference to the proposed assessments on the improvements will be heard at this meeting.

An owner may appeal an assessment to District Court, pursuant to Minnesota Statute § 429.081, by serving notice of the appeal upon the Mayor or Clerk of the City within 30 days after the adoption of the assessment, and filing such notice with the District Court within ten (10) days after service upon the Mayor or Clerk.

Steve Nasby
City Administrator

Published November 7 & 14, 2012

DATE: November 6, 2012

Name:

Property ID: Parcel Number:

TO WHOM IT MAY CONCERN:



Notice is hereby given that the Council will meet at 7:30 (p.m.) on Tuesday, November 20, 2012, in the Council Chambers to consider, and possibly adopt, the proposed assessment for the 2012 Street Improvement Project. Adoption by the Council of the proposed assessments may occur at the hearing.

The amount to be specially assessed against your particular parcel(s) is . Such assessment is proposed to be payable in equal annual installments extending over a period of 15 years, and will bear interest at the rate of 5 percent per annum from the date of the adoption of the assessment resolution.

If the assessment amount shown above is paid in full to the City Clerk's Office by December 31, 2012, no interest shall be charged. After that date, you may at any time pay to the City Clerk's Office the entire amount of the unpaid balance, with interest accrued to December 31 of the year in which such payment is made.

The proposed assessment roll is on file for public inspection at the City Clerk's Office. The amount of the proposed assessments for the entire project is \$353,583.88. Written or oral objections will be considered at the meeting on November 20, 2012. No appeal may be taken regarding the amount of an assessment unless a written objection signed by the affected property owners is filed with the Clerk prior to the assessment hearing or presented verbally or in writing to the presiding officer at the hearing. The Council may, upon such notice, consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The City will present its case first by calling witnesses who may testify by narrative or by examination and by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.
2. After the City has presented all its evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for questioning of the City witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.
4. Minnesota rules of evidence will not be strictly applied; however, they may be considered and argued to the Council as to the weight of items of evidence or testimony presented to the Council.
5. The entire proceedings will be recorded.
6. At the close of presentation of evidence, the objector may make a final presentation to the Council based on the evidence and the law. No new evidence may be presented at this point.
7. The Council may adopt the proposed assessment at the hearing.

An owner may appeal an assessment to District Court, pursuant Minnesota Statutes §429.081, by serving notice of the appeal upon the Mayor or Clerk of the City within 30 days after the adoption of the assessment, and filing such notice with the District Court within ten (10) days after service upon the Mayor or Clerk.

Steve Nasby, City Administrator



ARCEL NUMBE	OWNER	STREET ADDRESS	FRONT	SIDE	TOTAL FT	COST	COST	COST	Final Cost
25-821-0550	Eulalia Grunig	176 6th St	75.00	0.00	75.00	\$2,645.60	\$0.00	\$1,225.00	\$3,870.60
25-821-0560	Buckwheat/Sonja Johns	170 6th St	75.00	0.00	75.00	\$2,645.60	\$0.00	\$1,225.00	\$3,870.60
25-821-0570	Tom/Debra Desorbo	608 Miller	0.00	150.00	75.00	\$2,645.60	\$0.00	\$0.00	\$2,645.60
25-821-0740	Darlene St John	134 6th St	150.00	0.00	150.00	\$5,291.20	\$0.00	\$1,225.00	\$6,516.20
25-821-0730	Darlene St John	134 6th St	75.50	0.00	75.50	\$2,663.24	\$0.00	\$1,225.00	\$3,888.24
25-821-0720	Nerness Services Inc	604 Prospec	0.00	74.50	37.25	\$1,313.98	\$0.00	\$0.00	\$1,313.98
25-352-0750	Diane Kruger	605 Prospec	0.00	142.00	71.00	\$2,504.50	\$0.00	\$0.00	\$2,504.50
25-352-0740	Don and Marsha Hormig	90 6th St	142.00	0.00	142.00	\$5,009.00	\$0.00	\$1,225.00	\$6,234.00
25-352-0530	Howard Gronseth	605 Drake	0.00	65.00	32.50	\$1,146.43	\$0.00	\$1,225.00	\$2,371.43
25-352-0520	Hazel Hanson %Robert	76 6th St (2	77.00	0.00	77.00	\$2,716.15	\$0.00	\$1,225.00	\$3,941.15
25-352-0500	Gregory/Luann Carlson	70 6th St	60.00	0.00	60.00	\$2,116.48	\$0.00	\$1,225.00	\$3,341.48
25-352-0510	Ken Chapman and Lyne	604 Collins	0.00	82.00	41.00	\$1,446.26	\$0.00	\$0.00	\$1,446.26
25-136-0010	Frank/Marcia Nelson	56 6th St	110.00	0.00	110.00	\$3,880.21	\$0.00	\$0.00	\$3,880.21
25-835-0020	Nancy Rothstein	36 6th St	65.00	0.00	65.00	\$2,292.85	\$0.00	\$0.00	\$2,292.85
25-835-0010	Clara Johnson	44 6th St (9	65.00	0.00	65.00	\$2,292.85	\$0.00	\$1,225.00	\$3,517.85
25-835-0120	Les/Evelyn Kirkman	605 Reddin;	120.00	0.00	120.00	\$4,232.96	\$0.00	\$0.00	\$4,232.96
25-835-0240	Dorothy Fundahn	604 Lakevit	0.00	113.00	56.50	\$1,993.02	\$0.00	\$0.00	\$1,993.02
25-651-0010	Robert/Shirley Hobbs	169 Quevli	137.50	0.00	137.50	\$4,850.27	\$0.00	\$0.00	\$4,850.27
25-651-0090	Tom Griffin	591 Quevli	137.50	0.00	137.50	\$4,850.27	\$0.00	\$0.00	\$4,850.27
25-651-0010	Robert/Shirley Hobbs	169 Quevli	50.00	0.00	50.00	\$1,763.73	\$0.00	\$0.00	\$1,763.73
25-710-0010	Kenneth/Gettrude Meye	151 6th St	120.00	0.00	120.00	\$4,232.96	\$0.00	\$1,225.00	\$5,457.96
25-710-0020	Dorothy Weinzel	141 6th St	80.00	0.00	80.00	\$2,821.97	\$0.00	\$1,225.00	\$4,046.97
25-101-0050	Troy/Carrie Peterson	598 Prospec	0.00	75.00	37.50	\$1,322.80	\$0.00	\$1,225.00	\$2,547.80
25-101-0010	Johann Rick	599 Prospec	0.00	74.98	37.49	\$1,322.45	\$0.00	\$1,225.00	\$2,547.45
25-670-0010	Vicki Bixby (Eileen Wil	117 6th St	112.00	0.00	112.00	\$3,950.76	\$0.00	\$1,225.00	\$5,175.76
25-670-0020	Robert/Evelyn Ysker	107 6th St	50.00	0.00	50.00	\$1,763.73	\$0.00	\$1,225.00	\$2,988.73
25-670-0030	Pauline Tewes	97 6th St (8	48.00	0.00	48.00	\$1,693.18	\$0.00	\$1,225.00	\$2,918.18
25-670-0040	Don Schukencht	91 6th St	49.00	0.00	49.00	\$1,728.46	\$0.00	\$1,225.00	\$2,953.46
25-670-0050	Matthew Curry	87 6th St	50.00	0.00	50.00	\$1,763.73	\$0.00	\$1,225.00	\$2,988.73
25-670-0060	Dan Benz and Anne Fol	595 Drake	0.00	75.00	37.50	\$1,322.80	\$0.00	\$1,225.00	\$2,547.80
25-670-0070	Jeff/Lynette Yonker	75 6th St	140.00	0.00	140.00	\$4,938.45	\$0.00	\$1,225.00	\$6,163.45
25-670-0080	Leonardo Ornelas	63 6th St	140.00	0.00	140.00	\$4,938.45	\$0.00	\$1,225.00	\$6,163.45
25-670-0090	Lois Phillips	59 6th St	70.00	0.00	70.00	\$2,469.23	\$0.00	\$1,225.00	\$3,694.23
25-670-0100	Brandon/ Miranda Rosk	53 6th St	70.00	0.00	70.00	\$2,469.23	\$0.00	\$1,225.00	\$3,694.23
25-670-0110	Paul/Deanna Voth	43 6th St	70.00	0.00	70.00	\$2,469.23	\$0.00	\$1,225.00	\$3,694.23
25-670-0120	Paul/Deanna Voth	43 6th St	140.00	0.00	140.00	\$4,938.45	\$0.00	\$1,225.00	\$6,163.45
25-670-0130	Jessica Stuckenbroker	11 6th St	70.00	0.00	70.00	\$2,469.23	\$0.00	\$0.00	\$2,469.23

25-670-0131	Jessica Stuckenbroker	11 6th St	Windom	MN	56101	70.00	0.00	70.00	\$2,469.23	\$0.00	\$0.00	\$2,469.23
25-670-0140	Jessica Stuckenbroker	11 6th St	Windom	MN	56101	98.69	0.00	98.69	\$3,481.26	\$0.00	\$1,225.00	\$4,706.26
25-177-0010	John/ Marilyn Kelly	750 Highlar	Windom	MN	56101	20.69	0.00	20.69	\$729.83	\$0.00	\$0.00	\$729.83
25-673-0530	Margie Peterson	1232 River	Windom	MN	56101	135.50	0.00	135.50	\$5,038.34	\$0.00	\$0.00	\$5,038.34
25-139-0010	Margie Peterson	1232 River	Windom	MN	56101	44.63	0.00	44.63	\$1,659.49	\$1,037.50	\$1,225.00	\$3,921.99
25-139-0020	Idabeth Amundson	1230 River	Windom	MN	56101	104.84	0.00	104.84	\$3,898.30	\$1,037.50	\$1,225.00	\$6,160.80
25-673-0540	Lorraine Skillingsstad	1220 River	Sioux Falls	SD	57103	116.00	0.00	116.00	\$4,313.27	\$1,037.50	\$1,225.00	\$6,575.77
25-673-0520	Eugene & Julie Lamaael	1218 River	Windom	MN	56101	90.00	0.00	90.00	\$3,346.50	\$1,037.50	\$1,225.00	\$5,609.00
25-673-0500	Mark & Mary Richardsc	1216 River	Sherburn	MN	56171	91.00	0.00	91.00	\$3,383.68	\$1,037.50	\$1,225.00	\$5,646.18
25-673-0470	Curtis-Donaebill Olson	1212 River	Mankato	MN	56001	58.00	0.00	58.00	\$2,156.63	\$1,037.50	\$1,225.00	\$4,419.13
25-673-0460	Sharon Nelson	1208 River	Windom	MN	56101	79.00	0.00	79.00	\$2,937.48	\$1,037.50	\$1,225.00	\$5,199.98
25-673-0450	Chad Perry	1204 River	Windom	MN	56101	126.30	0.00	126.30	\$4,696.26	\$1,037.50	\$1,225.00	\$6,958.76
25-673-0440	Jamie Voelker	1200 River	Windom	MN	56101	114.70	0.00	114.70	\$4,264.93	\$0.00	\$1,225.00	\$5,489.93
25-673-0380	James Dunse	1148 River	Windom	MN	56101	86.00	0.00	86.00	\$3,197.77	\$1,037.50	\$1,225.00	\$5,460.27
25-673-0370	Carol Paplow	1156 River	Windom	MN	56101	57.30	0.00	57.30	\$2,130.61	\$1,037.50	\$1,225.00	\$4,393.11
25-673-0360	Todd/Karla Sorenson	1128 River	Windom	MN	56101	86.10	0.00	86.10	\$3,201.49	\$1,037.50	\$1,225.00	\$5,463.99
25-673-0350	Dean/Susan Hoppe	1102 River	Windom	MN	56101	57.30	0.00	57.30	\$2,130.61	\$1,037.50	\$1,225.00	\$4,393.11
25-673-0340	Tom/Linda White	1304 11th A	Windom	MN	56101	0.00	57.30	28.65	\$1,065.30	\$1,037.50	\$1,225.00	\$3,327.80
25-673-0200	Darrell/Donna Goeman	1035 River	Windom	MN	56101	54.39	0.00	54.39	\$2,022.40	\$1,037.50	\$1,225.00	\$4,284.90
25-673-0210	John Meyer	1030 River	Windom	MN	56101	64.75	0.00	64.75	\$2,407.62	\$1,037.50	\$1,225.00	\$4,670.12
25-673-0180	Thomas Clipperton	1016 13th S	Windom	MN	56101	44.00	0.00	44.00	\$1,636.07	\$1,037.50	\$1,225.00	\$3,898.57
25-673-0170	Joseph Jurgens	1818 River	Windom	MN	56101	4.97	0.00	4.97	\$184.80	\$0.00	\$0.00	\$184.80
25-673-0190	Fred/Mary Meyer	1610 River	Windom	MN	56101	41.18	0.00	41.18	\$1,531.21	\$1,037.50	\$1,225.00	\$3,793.71
25-674-0140	Robert/Marilyn Curry	1001 River	Windom	MN	56101	60.00	0.00	60.00	\$2,231.00	\$1,037.50	\$1,225.00	\$4,493.50
25-674-0150	Eva Morgan	1009 River	Windom	MN	56101	60.00	0.00	60.00	\$2,231.00	\$1,037.50	\$1,225.00	\$4,493.50
25-674-0160	Donn/Sue Nelson	1017 River	Windom	MN	56101	60.00	0.00	60.00	\$2,231.00	\$1,037.50	\$1,225.00	\$4,493.50
25-674-0170	Darren/Nicole Tietz	1029 River	Windom	MN	56101	75.00	0.00	75.00	\$2,788.75	\$1,037.50	\$1,225.00	\$5,051.25
25-678-0060	Mynor Mendoza-Amelie	1041 River	Jackson	MN	56143	52.00	0.00	52.00	\$1,933.53	\$1,037.50	\$1,225.00	\$4,196.03
25-678-0050	Octovia/Claudia Lopez	1053 River	Windom	MN	56101	63.75	0.00	63.75	\$2,370.44	\$1,037.50	\$1,225.00	\$4,632.94
25-678-0010	Katia Figueroa	1125 River	Windom	MN	56101	65.25	0.00	65.25	\$2,426.21	\$1,037.50	\$1,225.00	\$4,688.71
25-232-0010	Steve/Marsha Hartberg	1157 River	Sacramento	CA	95819	96.20	0.00	96.20	\$3,577.04	\$1,037.50	\$1,225.00	\$5,839.54
25-232-0020	Wayne/JoEllen Alink	1187 River	Windom	MN	56101	50.00	0.00	50.00	\$1,859.17	\$1,037.50	\$1,225.00	\$4,121.67
25-232-0030	Jolene Wirkus	1193 River	Windom	MN	56101	50.00	0.00	50.00	\$1,859.17	\$1,037.50	\$1,225.00	\$4,121.67
25-232-0040	Derek Giese	1201 River	Windom	MN	56101	50.00	0.00	50.00	\$1,859.17	\$1,037.50	\$1,225.00	\$4,121.67
25-232-0050	Pauline Tewes	845 River R	Windom	MN	56101	60.00	0.00	60.00	\$2,231.00	\$1,037.50	\$1,225.00	\$4,493.50
25-232-0060	Joseph Marcy	1211 River	Windom	MN	50501	56.00	0.00	56.00	\$2,082.27	\$1,037.50	\$1,225.00	\$4,344.77
25-232-0070	Denise Thompson	1229 River	Windom	MN	56101	58.00	0.00	58.00	\$2,156.63	\$1,037.50	\$1,225.00	\$4,419.13
25-232-0080	Linda Jaakola	1235 River	Windom	MN	56101	58.00	0.00	58.00	\$2,156.63	\$1,037.50	\$1,225.00	\$4,419.13

RESOLUTION #2012-

INTRODUCED:

SECONDED:

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

**RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS
FOR THE "2013 STREET IMPROVEMENT PROJECT"
(Super majority of 4/5 is necessary to pass resolution)**

WHEREAS, a resolution of the City Council adopted the 6th day of November, 2012, fixed a date for a public hearing on the proposed street improvements to city streets within the corporate city limits; and

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 20th day of November, 2012, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvements are necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the council resolution adopted the 6th day of November, 2012.
3. Wenck Associates, Inc. is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.
4. The City Council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of the tax-exempt bond.

Adopted by the Council this 20th day of November, 2012.

Kirby G. Kruse, Mayor

Attest: _____
Steven Nasby, City Administrator

NOTICE OF PUBLIC HEARING

2013 Street Improvement Project

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Windom will meet in the Council Chambers of the City Hall at 7:30 p.m. during the regular City Council meeting on November 20, 2012, to consider the making of improvements to city streets within the corporate city limits adjacent to property legally described as follows:

Bolin's Triplex

Block 1, Lot 1

Clark's Addition

Block 1, East 189'

Block 2, S 54.5' ex W 44'

Block 3, Lots 1, 10, 11, 12

Block 4, Lots 1, 2

County Auditor Subdivision 4

Lot 12

County Auditor Subdivision 5

Lot 9

County Auditors Plat No. 14

Lots 18 & 19

Drakes Outlots

N 55' Outlot I

First Extension To Knauss Dynamic View Addition

Block 1, Lots 12, 13, 14

Block 3, Lots 1, 2, 3, 4,

Hanefeld G. Addition

Block 1, Lots 1, 2, 3, 4

Geo. P Jeffer' Subdivision

Lots 2, 3

Horkey's Townhouse Subdivision

Block 1, Lots 1, 2, 3, 4, 5, 6, 7

Hutton & Collin Addition

Block 1, Lots 7, 8, 9, 10, 11, 12

Block 6, Lots 1, 6, 7, 8, 9, 10

Block 7, Lots 1, 10

Kalash Addition

Blocks 5 & 6

Knauss Dynamic View Addition

Block 1, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Block 3, Lots 1, 2, 3

Block 2, Lots 1, 2, 3, 4

Koep's Subdivision

Lots 1, 2, 3, 4, 5, 6

Parcel # 08-026-0400

McGregor's Subdivision

Block 1, Lots 1, 2

Block 6, Lots 1, 2, 3, 4, 5

Original Townsite

Block 11, Lots 11, 12

Block 20, Lots 1, 12

Pflughaupt Additon

Block 1, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Block 2, Lots 1, 2, 3, 4, 5

Block 3, Lots 1, 2, 3

Reddings First Addition

Block 1, Lot 4

Block 2, Lot 1

Riverside Subdivision

Block 1, Lots 1, 2, 3, 4, 5

Block 2, Lots 1, 2, 3, 4, 5, 6

Soleta's Subdivision

Block 1, Lots 1, 2, 3, 4, 5, 6

Block 2, Lots 1, 2, 3, 4, 5

Vold Addition

Block 1, Lot 12

Block 2, Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24

Block 3, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24

Block 4, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11

Block 5, Lots 1, 2, 3

Block 6, Lot 1

Windom Second Addition

Block 41 Lots 8, 9, 10, 11, 12, 13, 14

Block 42, Lots 8, 9, 10, 11, 12, 13, 14

Block 53, Lots 1, 2, 3, 4

Windom Third Addition

Block 24

Block 25, Lot 5, 6, 7

Section 26 - 10 Acres in S ½ NE 1/4

The proposed improvements consist of base, bituminous, sanitary sewer, water main, curb, gutter, sidewalk and related appurtenances, within the corporate city limits, pursuant to Minn. Stat. §§ 429.011 to 429.111. The area proposed to be assessed for such improvements is the property abutting the improvements and part of the above-described boundaries. The estimated cost of the improvement is \$4,340,000.00. A reasonable estimate of the impact of the assessment will be available at the hearing.

Such persons as desire to be heard with reference to the proposed improvements will be heard at this meeting.

By Order of the Windom City Council:

Steve Nasby
City Administrator

Published November 7 & 14, 2012



November 6, 2012

Name: «OWNER»

Property ID: Parcel Number: «PARCEL_NUMBER»

2013 Street Improvement Project for the following streets:

5th Street from Drake Avenue to West End,
Drake Avenue from 6th Street to South End
20th Street from Les Avenue to Pflughaupt Road
16th Street from 4th Avenue to 6th Avenue
6th Avenue from 10th Street to 17th Street
River Avenue from River Road to West End
18th Street from 6th Avenue to 9th Avenue
9th Avenue from 17th Street to 20th Street
7th Street from 3rd Avenue to 5th Avenue
17th Street from 6th Avenue to 9th Avenue
Plum Avenue from TH 62 to New Pavement

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Windom will meet in the Council Chambers of the City Hall on **Tuesday, November 20, 2012**. During the regularly-scheduled Council meeting which begins at 7:30 p.m., a public hearing will be held to consider the making of improvements including the previously listed streets for the 2013 Street Improvement project pursuant to Minn. Stat. §§ 429.011 to 429.111.

The proposed improvements consist of base, bituminous, concrete, sanitary sewer, water main, curb, gutter, sidewalk and related appurtenances, pursuant to Minnesota Statutes Section 429.011 to 429.111.

The area proposed to be assessed for such improvements is the property abutting the improvements. You are further notified that the parcel referenced above is included in these proposed repairs, and this property is subject to assessment for street, water and sewer repairs. The estimated cost of the total improvement project is \$4,340,000.

Affected property owners and those persons wishing to be heard on these proposed improvements are requested to be at this meeting. Copies of the list of affected properties and anticipated costs are on file in the Office of the City Clerk in City Hall and may be reviewed prior to the Public Hearing.

By Order of the Windom City Council:

Steve Nasby
City Administrator



CITY OF WINDOM
ESTIMATE OF PROBABLE COST
ASSESSMENTS
5th STREET FROM DRAKE AVE TO WEST END

TOTAL STREET COST	\$75,243.42
STORM SEWER	\$10,375.00
NINE TON EXTRA COST	\$0.00
RESIDENTIAL EQUIVALENT	\$54,868.42
ESTIMATED COST PER FOOT	\$91.52
% FOR ASSESSMENT	50%
CHARGEABLE COST PER FOOT	\$45.76
ESTIMATED COST PER SEWER SERVICE	\$0.00
ESTIMATED COST PER WATER SERVICE	\$1,500.00

LEGAL DESCRIPTION	PARCEL NUMBER	OWNER	STREET ADDRESS	FRONT	SIDE	TOTAL FT.	FRONT FOOT COST	SEWER COST	WATER COST	TOTAL COST
Lot 1 Blk 1	25-712-0010	Mark Alvarado	98 5th St	120	36.61	136.31	\$ 6,328.70	\$0.00	\$1,500.00	\$7,828.70
Lot 4 Blk 1	25-712-0040	Jose Olmedo	96 5th St	50	0	50.00	\$ 2,287.95	\$0.00	\$1,500.00	\$3,787.95
Lot 5 Blk 1	25-712-0050	Jose Olmedo	96 5th St	50	0	50.00	\$ 2,287.95	\$0.00	\$1,500.00	\$3,787.95
Lot 6 Blk 1	25-712-0060	Marlon Vozel	88 5th St	63.2	0	63.20	\$ 2,891.97	\$0.00	\$1,500.00	\$4,391.97
Lot 1 & EE Lot 2 Blk 2	25-712-0070	Dwight & Nancy Sell	87 5th Street	75.58	0	75.58	\$ 3,458.47	\$0.00	\$1,500.00	\$4,958.47
Lot 2 Blk 2	25-712-0080	Dwight & Nancy Sell	95 5th Street	50	0	50.00	\$ 2,287.95	\$0.00	\$1,500.00	\$3,787.95
Lot 3 Blk 2	25-712-0090	Todd & Jocky Johnson	93 5th Street	55	0	55.00	\$ 2,516.75	\$0.00	\$1,500.00	\$4,016.75
Lot 4 Blk 2	25-712-0100	Kevri Sanchez	89 5th Street	55	0	55.00	\$ 2,516.75	\$0.00	\$1,500.00	\$4,016.75
Lot 5 Blk 2	25-712-0110	Merry Miers	85 5th Street	65.12	0	65.12	\$ 2,979.83	\$0.00	\$1,500.00	\$4,479.83
Co. Awd. Plat 14	25-177-0140	Eugene Hanchett	595 Prospect	106.6	0	106.60	\$ 4,877.91	\$0.00	\$1,500.00	\$6,377.91
				680.50	36.61	708.61	\$ 32,434.21	\$ -	\$ 15,000.00	\$ 47,434.21



CITY OF WINDOM
ESTIMATE OF PROBABLE COST
ASSESSMENTS
DRAKE AVE FROM 6TH STREET TO SOUTH END

TOTAL STREET COST	\$207,846.95
STORM SEWER	\$29,887.50
NINE TON EXTRA COST	\$45,231.01
RESIDENTIAL EQUIVALENT	\$131,328.41
ESTIMATED COST PER FOOT	\$126.23
% FOR ASSESSMENT	50%
CHARGEABLE COST PER FOOT	\$63.12
ESTIMATED COST PER SEWER SERVICE	\$0.00
ESTIMATED COST PER WATER SERVICE	\$1,500.00

LEGAL DESCRIPTION	PARCEL NUMBER	OWNER	STREET ADDRESS	FRONT	SIDE	TOTAL FT	FRONT FOOT COST	SEWER COST	WATER COST	TOTAL COST
Lot 4 Blk 1	25-670-0050	Matthew Curry	87 6th Street	65	160	89.00	\$ 5,049.27	\$0.00	\$0.00	\$5,049.27
Lot 3 & 1/2 Alley	25-117-0030	John & Ruth Smith	580 Drake Ave	50	0	50.00	\$ 4,182.83	\$0.00	\$1,500.00	\$5,682.83
Lot 2 Blk 1	25-117-0020	Charles & Janice Gore	580 Drake Ave	50	0	50.00	\$ 4,182.83	\$0.00	\$1,500.00	\$5,682.83
Lot 1 Blk 1	25-117-0010	Marc Alvarado	88 5th St	0	61.61	61.61	\$ 4,177.76	\$0.00	\$1,500.00	\$5,677.76
Lot 1 & E5' Lot 2 Blk 2	25-117-0070	Duvaline & Nancy Sell	97 5th Street	0	136.52	136.52	\$ 4,317.73	\$0.00	\$1,500.00	\$5,817.73
City West		City of Windom	Drake Ave	139	0.00	139.00	\$ 9,273.11	\$0.00	\$1,500.00	\$10,773.11
Lot 1 Blk 2	25-670-0060	Daniel Benz & Anne Foley	585 Drake	160	0.00	160.00	\$ 10,098.44	\$0.00	\$1,500.00	\$11,598.44
Lot 18	25-117-0110	Todd & Kristine Glese	585 Drake	75	0.00	75.00	\$ 4,233.69	\$0.00	\$1,500.00	\$5,733.69
Lot 19	25-117-0115	Brian Redding	581 Drake	85	0.00	85.00	\$ 5,364.85	\$0.00	\$1,500.00	\$6,864.85
City East		City of Windom	Drake Ave	143.58	0.00	143.58	\$ 9,062.18	\$0.00	\$1,500.00	\$10,562.18
			Drake Ave	125	0.00	143.58	\$ 9,062.18	\$0.00	\$1,500.00	\$10,562.18
				842.56	358.43	1040.38	\$ 65,664.21	\$0.00	\$13,500.00	\$79,164.21



City of Windom

CITY OF WINDOM ESTIMATE OF PROBABLE COST ASSESSMENTS 20TH STREET FROM LES AVENUE TO PFLUGHAUPT AVENUE

TOTAL STREET COST	\$404,754.18
STORM SEWER	\$38,468.75
NINE TON EXTRA COST	\$0.00
RESIDENTIAL EQUIVALENT	\$368,285.43
ESTIMATED COST PER FOOT	\$84.43
% FOR ASSESSMENT	50%
CHARGEABLE COST PER FOOT	\$42.21
ESTIMATED COST PER SEWER SERVICE	\$1,075.00
ESTIMATED COST PER WATER SERVICE	\$1,500.00

LEGAL DESCRIPTION	PARCEL NUMBER	OWNER	STREET ADDRESS	FRONT	SIDE	TOTAL FT	FRONT FOOT COST	SEWER COST	WATER COST	TOTAL COST
Lot 14 Blk 1	25-453-0051	Daryl & Elaine Tasler	1240 20th St	140		140.00	\$ 5,909.88	\$0.00	\$1,500.00	\$7,409.88
Lot 13 Blk 1	25-453-0050	Nate & Jillian Vortheims	1200 20th St	90		90.00	\$ 3,799.21	\$0.00	\$1,500.00	\$5,299.21
Lot 12 Blk 1	25-453-0049	Nick Bussey	1168 20th St	90		90.00	\$ 3,799.21	\$0.00	\$1,500.00	\$5,299.21
Lot 3 Blk 3	25-452-0230	Verlin-Jane Christians	1150 20th St	90		90.00	\$ 3,799.21	\$0.00	\$1,500.00	\$5,299.21
Lot 2 Blk 3	25-452-0229	Anna Johansen	1132 20th St	90		90.00	\$ 3,799.21	\$0.00	\$1,500.00	\$5,299.21
Lot 1 Blk 3	25-452-0210	Nancy MacGregor	1110 20th St	90		90.00	\$ 3,799.21	\$0.00	\$1,500.00	\$5,299.21
Lot 4 Blk 2	25-452-0150	Curtis & Tami Mischke	1050 20th St	194.25		194.25	\$ 6,199.96	\$0.00	\$1,500.00	\$9,699.96
Lot 3 Blk 2	25-452-0140	Ivan & Mary Schaufelbuel	1030 20th St	100.00		100.00	\$ 4,221.35	\$0.00	\$1,500.00	\$5,721.35
Lot 2 Blk 2	25-452-0130	Rolin Knigge	970 20th St	90		90.00	\$ 3,799.21	\$0.00	\$1,500.00	\$5,299.21
Lot 1 Blk 2	25-452-0120	Rory & Barbara Johnson	930 20th St	90.61		90.61	\$ 3,824.96	\$0.00	\$1,500.00	\$5,324.96
Lot 4 Blk 3	25-453-0073	Todd & Gwen Ruhbee	1265 20th Street	45		45.00	\$ 1,899.61	\$0.00	\$1,500.00	\$3,399.61
Lot 3 Blk 3	25-453-0072	Eugene & Shelly Lovell	1245 20th Street	90		90.00	\$ 3,799.21	\$0.00	\$1,500.00	\$5,299.21
Lot 2 Blk 3	25-453-0071	Richard Buckenlin	1225 20th Street	90		90.00	\$ 3,799.21	\$0.00	\$1,500.00	\$5,299.21
Lot 1 Blk 3	25-453-0070	Alan Wood	1185 20th Street	90		90.00	\$ 3,799.21	\$0.00	\$1,500.00	\$5,299.21
Lot 10 Blk 1	25-452-0110	Richard & Linda Bloomquist	1185 20th Street	90		90.00	\$ 3,799.21	\$0.00	\$1,500.00	\$5,299.21
Lot 9 Blk 1	25-452-0100	Kenneth Knigge	1165 20th Street	90		90.00	\$ 3,799.21	\$0.00	\$1,500.00	\$5,299.21
Lot 8 Blk 1	25-452-0090	William & Kathleen Baumann	1145 20th Street	90		90.00	\$ 3,799.21	\$0.00	\$1,500.00	\$5,299.21
Lot 7 Blk 1	25-452-0080	Gordon & Brigitte Olson	1125 20th Street	45		45.00	\$ 1,899.61	\$0.00	\$1,500.00	\$3,399.61
Lot 6 Blk 1	25-452-0070	Gordon & Brigitte Olson	1135 20th Street	45		45.00	\$ 1,899.61	\$0.00	\$1,500.00	\$3,399.61
Lot 5 Blk 1	25-452-0060	Margaret Kerfeier	1085 20th Street	90.56		90.56	\$ 3,822.85	\$0.00	\$1,500.00	\$5,322.85
Lot 4 Blk 1	25-452-0050	Jeff & Alison Dahna	1065 20th Street	59.09		59.09	\$ 2,494.39	\$0.00	\$1,500.00	\$3,994.39
Lot 3 Blk 1	25-452-0040	Daniel Knigge	1045 20th St	90		90.00	\$ 3,799.21	\$0.00	\$1,500.00	\$5,299.21
Lot 2 Blk 1	25-452-0030	Seng & Kelly Thonhyvong	1025 20th St	90		90.00	\$ 3,799.21	\$0.00	\$1,500.00	\$5,299.21
Lot 1 Blk 1	25-452-0020	Bruce Gentry	975 20th Street	90		90.00	\$ 3,799.21	\$0.00	\$1,500.00	\$5,299.21
Lot 1 Blk 1	25-617-0010	Daniel & Margaret McDonald	1860 9th Ave	90		90	\$ 1,899.61	\$0.00	\$1,500.00	\$3,399.61
Lot 2 Blk 1	25-617-0020	Daniel & Theresa Jones	875 20th St	100		100.00	\$ 4,221.35	\$1,075.00	\$1,500.00	\$6,796.35
Lot 3 Blk 1	25-617-0030	Cheryl Nelson	865 20th St	100		100.00	\$ 4,221.35	\$1,075.00	\$1,500.00	\$6,796.35
Lot 4 Blk 1	25-617-0040	Andrew & Jennifer Wall	845 20th St	100		100.00	\$ 4,221.35	\$1,075.00	\$1,500.00	\$6,796.35
Lot 5 Blk 1	25-617-0050	Monte & Beth Sorvrens	815 20th St	100		100.00	\$ 4,221.35	\$1,075.00	\$1,500.00	\$6,796.35
Lot 6 Blk 1	25-617-0060	Corey & Kristi Markle	775 20th St	100		100.00	\$ 4,221.35	\$1,075.00	\$1,500.00	\$6,796.35
Lot 7 Blk 1	25-617-0070	James & Doreen Jorgensen	765 20th St	100		100.00	\$ 4,221.35	\$1,075.00	\$1,500.00	\$6,796.35
Lot 8 Blk 1	25-617-0080	Merle & Bernice Wall	745 20th St	100		100.00	\$ 4,221.35	\$1,075.00	\$1,500.00	\$6,796.35
Lot 9 Blk 1	25-617-0090	Grant & Dorothy Johnson	735 20th St	100		100.00	\$ 4,221.35	\$1,075.00	\$1,500.00	\$6,796.35
Lot 10 Blk 1	25-617-0100	Kyle & Jessica Smith	715 20th St	100.39		100.39	\$ 4,237.81	\$1,075.00	\$1,500.00	\$6,812.81
Lot 1 Blk 2	25-617-0110	City of Windom	Park	243.90		243.90	\$ 10,295.96	\$1,075.00	\$1,500.00	\$12,870.96
Lot 2 Blk 2	25-617-0120	Barry & Vicki Ommen	760 20th St	100		100.00	\$ 4,221.35	\$1,075.00	\$1,500.00	\$6,796.35
Lot 3 Blk 2	25-617-0130	Herbert & Marys Nagerske	750 20th St	100		100.00	\$ 4,221.35	\$1,075.00	\$1,500.00	\$6,796.35
Lot 4 Blk 2	25-617-0140	Robin Shaw	730 20th St	100		100.00	\$ 4,221.35	\$1,075.00	\$1,500.00	\$6,796.35
Lot 5 Blk 2	25-617-0150	Thomas & Sherm Zimmerman	710 20th St	100		100.00	\$ 4,221.35	\$1,075.00	\$1,500.00	\$6,796.35
Lot 6 Blk 2	25-617-0160	Wayne & Deborah Mbu	685 21st St	225.06		225.06	\$ 9,500.96	\$1,075.00	\$1,500.00	\$12,075.96
Lot 7 Blk 2	25-617-0170	Galen Denske	655 21st St	28.32		28.32	\$ 1,193.49	\$1,075.00	\$1,500.00	\$3,768.49
Lot 8 Blk 2	25-617-0180	Diane & Sharon Shelling	630 20th St	120		120.00	\$ 5,085.82	\$1,075.00	\$1,500.00	\$7,660.82
Lot 9 Blk 2	25-617-0190	Ryan & Amy Monamara	610 20th St	120		120.00	\$ 5,085.82	\$1,075.00	\$1,500.00	\$7,660.82
Lot 10 Blk 2	25-617-0200	Mary Ann Anderson	610 20th St	120		120.00	\$ 5,085.82	\$1,075.00	\$1,500.00	\$7,660.82
Lot 1 Blk 3	25-617-0190			4317.18	90.00	4362.18	\$ 184,142.72	\$20,425.00	\$68,000.00	\$270,567.72



CITY OF WINDOM
ESTIMATE OF PROBABLE COST
ASSESSMENTS
16TH STREET FROM 4th AVENUE TO 8th AVENUE

TOTAL STREET COST	\$151,976.98
STORM SEWER	\$9,000.00
NINE TON EXTRA COST	\$0.00
RESIDENTIAL EQUIVALENT	\$142,976.98
ESTIMATED COST PER FOOT	\$139.42
% FOR ASSESSMENT	50%
CHARGEABLE COST PER FOOT	\$69.71
ESTIMATED COST PER SEWER SERVICE	\$1,075.00
ESTIMATED COST PER WATER SERVICE	\$1,500.00

LEGAL DESCRIPTION	PARCEL NUMBER	OWNER	STREET ADDRESS	FRONT	SIDE	TOTAL FT	FRONT FOOT COST	SEWER COST	WATER COST	TOTAL COST
Lot 12	25-164-0600	Colleen & Scott Scholtz	548 16TH ST	50		50.00	\$ 3,485.54	\$0.00	\$0.00	\$3,485.54
Lot 12	25-164-0610	Harold & Claire Seheron	540 16TH ST	50		50.00	\$ 3,485.54	\$1,075.00	\$1,500.00	\$6,060.54
Lot 12	25-164-0620	William Gerhard	520 16TH ST	74		74.00	\$ 5,156.60	\$1,075.00	\$1,500.00	\$7,731.60
Lot 12	25-164-0630	Clark Linbeck	506 16TH ST	60		60.00	\$ 4,182.65	\$1,075.00	\$1,500.00	\$6,757.65
Lot 12	25-164-0640	Paul Soletta	504 16TH ST	80		80.00	\$ 5,176.87	\$1,075.00	\$1,500.00	\$8,151.87
Lot 12	25-164-0650	Beth Lund	500 16TH ST	70		70.00	\$ 4,879.76	\$1,075.00	\$1,500.00	\$7,454.76
Lot 12	25-164-0580	Nancy Weppib	452 16TH ST	58		58.00	\$ 4,043.23	\$1,075.00	\$1,500.00	\$6,618.23
Lot 12	25-360-0010	Randall Johnson	436 16TH ST	50		50.00	\$ 3,485.54	\$1,075.00	\$1,500.00	\$6,060.54
Lot 12	25-360-0020	Ariene Orlaske	428 16TH ST	48.58		48.58	\$ 3,386.55	\$1,075.00	\$1,500.00	\$5,961.55
Lot 12	25-360-0030	Chester & Lavonne Bennett	424 16TH ST	18.37		18.37	\$ 1,280.59	\$1,075.00	\$1,500.00	\$3,855.59
Lot 12	25-360-0040	Gregory Rossew	416 16TH ST	18.37		18.37	\$ 1,275.71	\$1,075.00	\$1,500.00	\$3,850.71
Lot 12	25-360-0050	Betty Mammen	412 16TH ST	18.37		18.37	\$ 1,280.59	\$1,075.00	\$1,500.00	\$3,855.59
Lot 12	25-360-0060	Mervin & Mary Erickson	408 16TH ST	17.61		17.61	\$ 1,227.61	\$1,075.00	\$1,500.00	\$3,802.61
Lot 12	25-360-0070	Theresa Black	404 16TH ST	53.4		53.40	\$ 3,722.56	\$1,075.00	\$1,500.00	\$6,297.56
Lot 12	25-351-0670	Armando & Rocio Madrignaj	1552 4TH AVE	142		142	\$ 4,949.47	\$0.00	\$0.00	\$4,949.47
Lot 12	25-351-0750	Joseph Slatwedel	1549 5TH AVE	142		142	\$ 4,949.47	\$0.00	\$0.00	\$4,949.47
Lot 12	25-351-0550	Thomas Griffin	1546 5TH AVE	102		102	\$ 3,555.25	\$0.00	\$0.00	\$3,555.25
Lot 12	25-351-0560	Scott Huebert	521 16TH ST	40		40.00	\$ 2,788.43	\$1,075.00	\$1,500.00	\$5,363.43
Lot 12	25-351-0580	Scott & Mary Huebert	537 16TH ST	73		73.00	\$ 5,088.89	\$1,075.00	\$1,500.00	\$7,663.89
Lot 12	25-351-0650	Tina Prins	1545 6TH AVE	69		69	\$ 2,405.02	\$1,075.00	\$1,500.00	\$4,980.02
		Lyle Krueger		788.00	455.00	1025.50	\$ 71,488.49	\$ 18,275.00	\$ 25,500.00	\$ 115,263.49



City of Windom

CITY OF WINDOM
ESTIMATE OF PROBABLE COST
ASSESSMENTS
6TH AVENUE FROM 10th STREET TO 17th STREET

TOTAL STREET COST	\$569,834.25
STORM SEWER	\$174,606.25
NINE TON EXTRA COST	\$155,981.35
RESIDENTIAL EQUIVALENT	\$589,346.65
SEWER PER FOOT	\$129.34
SEWER PER FOOT	\$84.67
CHARGEABLE COST PER FOOT	\$1,116.25
ESTIMATED COST PER SEWER SERVICE	\$1,500.00

LEGAL DESCRIPTION	PARCEL NUMBER	OWNER	STREET ADDRESS	FRONT	SIDE	TOTAL FT	FRONT FOOT COST	SEWALK COST	SEWER COST	WATER COST	TOTAL COST
CR 9											
E 189' Blk 1	25-165-0140	Jerry Praker	1098 6th Ave	132	0	132.00	\$ 8,536.72		\$1,116.25	\$1,500.00	\$11,152.97
S 54.5' Blk 1	25-160-0010	Kent & Nancy Kelly	1032 6TH AVE	112		112.00	\$ 7,243.28		\$1,116.25	\$1,500.00	\$9,859.53
Lot 3	25-180-0070	Brett & Lana Tibodreau	1052 6TH AVE	54.5		54.50	\$ 3,524.63		\$1,116.25	\$1,500.00	\$6,140.88
Lot 2	25-418-0050	Eugene & Beth Bohin	1060 6TH AVE	54.5		54.50	\$ 3,524.63		\$1,116.25	\$1,500.00	\$6,140.88
Lot 1	25-418-0050	Doris Curry	1080 6TH AVE	109		109.00	\$ 7,049.26		\$1,116.25	\$1,500.00	\$9,665.51
Lot 2	25-160-0080	Jim Alexander	1108 6TH AVE	79.5		79.50	\$ 5,141.43		\$1,116.25	\$1,500.00	\$7,757.68
Lot 1	25-160-0080	Gary & Lynn Embree-Olingath	1110 6TH AVE	79.5		79.50	\$ 5,141.43		\$1,116.25	\$1,500.00	\$7,757.68
Lot 10, 11, 12	25-160-0160	Clark's Add	1110 6TH AVE	60		60.00	\$ 3,969.33		\$1,116.25	\$1,500.00	\$6,484.58
Lot 1 Blk 1	25-140-0010	Vernon & Lavonne Johnson	803 12TH ST	79.5		79.50	\$ 5,270.72		\$1,116.25	\$1,500.00	\$8,166.97
Lot 7 Blk 25	25-623-0210	Maia Garcia	1161 6TH AVE	30		30.00	\$ 1,940.16		\$1,116.25	\$1,500.00	\$4,556.41
Lot 7 Blk 25	25-623-0200	Gary & Marcel Floyd	1157 6TH AVE	49.5		49.50	\$ 3,201.27		\$1,116.25	\$1,500.00	\$5,817.52
Lot 7 Blk 25	25-623-0200	RTSM Enterprises LLC	1141 6TH AVE	79.5		79.50	\$ 5,141.43		\$1,116.25	\$1,500.00	\$7,757.68
Lot 2 Blk 25	25-623-0180	Shirley & Hugh Lyons	1125 6TH AVE	70		70.00	\$ 4,927.05		\$1,116.25	\$1,500.00	\$7,443.30
Lot 2 Blk 25	25-623-0180	James & Sheri Johnson	1125 6TH AVE	0	68	68.00	\$ 4,659.41		\$1,116.25	\$1,500.00	\$7,174.66
Blk 24	25-623-0190	Wayne & Deborah Mau	1072 6TH AVE	0	348	348.00	\$ 11,292.85		\$1,116.25	\$1,500.00	\$13,665.20
Clark's Add	25-160-0200	Clark's Add	1208 6TH AVE	87		87.00	\$ 5,628.47		\$1,116.25	\$1,500.00	\$8,742.72
Lots 1 & 2 Blk 4	25-160-0210	Wayne & Deborah Mau	1212 6TH AVE	72		72.00	\$ 4,659.39		\$1,116.25	\$1,500.00	\$7,772.64
Lot 1 & 2 Blk 1	25-160-0210	Margaret Jankie	1244 6TH AVE	107.2		107.20	\$ 6,932.85		\$1,116.25	\$1,500.00	\$9,549.10
Lot 1 Blk 6	25-521-0340	Dale Friesen	1304 6TH AVE	50		50.00	\$ 3,233.81		\$1,116.25	\$1,500.00	\$5,449.86
Lot 4 Blk 6	25-521-0350	Byron & Rita Hoppe	1312 6TH AVE	82.5		82.50	\$ 5,355.45		\$1,116.25	\$1,500.00	\$7,970.70
Lot 5 Blk 6	25-521-0360	Michael Cook	1320 6TH AVE	82.5		82.50	\$ 5,355.45		\$1,116.25	\$1,500.00	\$7,970.70
Lot 6 Blk 6	25-521-0370	Michael Cook	1340 6TH AVE	93.3		93.30	\$ 6,046.64		\$1,116.25	\$1,500.00	\$8,653.09
Lot 5 Blk 6	25-521-0380	Eril & Kathryn Stouber	1358 6TH AVE	59		59.00	\$ 3,816.65		\$1,116.25	\$1,500.00	\$6,431.90
Lot 14 Blk 42	25-622-0210	Donald & Donna Schreiner	1365 6TH AVE	75		75.00	\$ 4,850.41		\$1,116.25	\$1,500.00	\$7,466.66
Lot 13 Blk 42	25-622-0200	Vernon & Ardith Kraetsch	1345 6TH AVE	75		75.00	\$ 4,850.41		\$1,116.25	\$1,500.00	\$7,466.66
Lot 11 Blk 42	25-622-0190	Elizabeth Freidin	1326 6TH AVE	125		125.00	\$ 8,084.01		\$1,116.25	\$1,500.00	\$10,700.26
Lot 9 Blk 42	25-622-0180	Douglas & Trisha Grant	1292 6TH AVE	75		75.00	\$ 4,850.41		\$1,116.25	\$1,500.00	\$7,466.66
Lot 8 Blk 42	25-622-0170	John & Mary Nordmark	1280 6TH AVE	75		75.00	\$ 4,850.41		\$1,116.25	\$1,500.00	\$7,466.66
Lot 7 Blk 42	25-622-0160	Daniel & Ardi Lyfers	1268 6TH AVE	75		75.00	\$ 4,850.41		\$1,116.25	\$1,500.00	\$7,466.66
Lot 11 Blk 41	25-622-0082	Glenn Polzin	1238 6TH AVE	49.76		49.76	\$ 3,218.08		\$1,116.25	\$1,500.00	\$5,834.33
Lot 11 Blk 41	25-622-0081	Arnold & Dalores Olson	1228 6TH AVE	45.14		45.14	\$ 2,919.30		\$1,116.25	\$1,500.00	\$5,335.55
Lot 10 Blk 41	25-622-0071	Robert & Audrey Byers	1216 6TH AVE	45.14		45.14	\$ 2,919.30		\$1,116.25	\$1,500.00	\$5,335.55
Lot 9 Blk 41	25-622-0070	Judith Clark	1206 6TH AVE	59.74		59.74	\$ 3,883.51		\$1,116.25	\$1,500.00	\$6,979.76
Section 26 Twp 10S	25-026-0500	Independent School Dist 177	1454 6TH AVE	80		80.00	\$ 5,044.25		\$1,116.25	\$1,500.00	\$8,160.50
Lot 10 Blk 6	25-351-0640	Eric Johnson	1533 6TH AVE	50		50.00	\$ 3,233.61	\$ 2,058.89	\$1,116.25	\$1,500.00	\$8,718.39
Lot 9 Blk 6	25-351-0640	Eric Johnson	1533 6TH AVE	50		50.00	\$ 3,233.61		\$1,116.25	\$1,500.00	\$8,449.86
Lot 8 Blk 6	25-351-0630	Patricia Greenwald	1517 6TH AVE	50		50.00	\$ 3,233.61		\$1,116.25	\$1,500.00	\$8,449.86
Lot 7 Blk 6	25-351-0620	Daniel Riondan	1525 15TH ST	100		100.00	\$ 6,467.22		\$1,116.25	\$1,500.00	\$9,573.47
Lot 12 Blk 1	25-351-0110	Harold & Edith Johnson	1453 6TH AVE	50		50.00	\$ 3,233.61		\$1,116.25	\$1,500.00	\$8,449.86
Lot 11 Blk 1	25-351-0100	Terrance Schwartz	1445 6TH AVE	50		50.00	\$ 3,233.61		\$1,116.25	\$1,500.00	\$8,449.86
Lot 10 Blk 1	25-351-0090	Willis Nichols	1435 6TH AVE	50		50.00	\$ 3,233.61		\$1,116.25	\$1,500.00	\$8,449.86
Lot 9 Blk 1	25-351-0080	John & Traci Anderson	1425 6TH AVE	50		50.00	\$ 3,233.61		\$1,116.25	\$1,500.00	\$8,449.86
Lot 8 Blk 1	25-351-0070	Jonathan & Erin Anderson	1412 6TH AVE	50		50.00	\$ 3,233.61		\$1,116.25	\$1,500.00	\$8,449.86
Lot 7 Blk 1	25-351-0060	Gary & Marabett Kulketh	1409 6TH AVE	50		50.00	\$ 3,233.61		\$1,116.25	\$1,500.00	\$8,449.86
Void Add	25-791-0790	Charlene Carlson	613 16TH ST	130		130.00	\$ 8,203.69	\$ 3,936.11	\$1,116.25	\$1,500.00	\$10,756.05
Lot 5 Blk 5	25-791-0710	Kimberly Olson	600 16TH ST	100		100.00	\$ 6,467.22		\$1,116.25	\$1,500.00	\$9,674.47
Lot 2 Blk 5	25-791-0700	Orville & Virginia Cook	1620 6TH AVE	100		100.00	\$ 6,467.22	\$ 3,027.78	\$1,116.25	\$1,500.00	\$12,111.24
Lot 2 Blk 5	25-791-0690	Monica Amundson	1632 6TH AVE	158.09		158.09	\$ 10,048.87	\$ 4,728.06	\$1,116.25	\$1,500.00	\$16,292.98
Lot 1 Blk 4	25-164-0400	State of Minnesota & John Knudsen	CRN 17TH S16TH AVE	44		44.00	\$ 2,842.76		\$1,116.25	\$1,500.00	\$5,459.01
Lot 12	25-164-0400	Church of St Francis Xavier	1532 17TH ST	33		33.00	\$ 2,154.18	\$ 1,582.42	\$1,116.25	\$1,500.00	\$4,760.43
Lot 12	25-164-0400	Charles & Evangeline Swanson	1603 6TH AVE	120		120.00	\$ 7,760.65		\$1,116.25	\$1,500.00	\$12,187.72
Lot 12	25-164-0350	Colleen & Scott Scholtz	248 16th St	150		150.00	\$ 9,751.47		\$1,116.25	\$1,500.00	\$12,757.72
Lot 12	25-164-0600	Colleen & Scott Scholtz	248 16th St	150		150.00	\$ 9,751.47		\$1,116.25	\$1,500.00	\$12,757.72
				3888.17	1336.30	4556.42	\$ 294,673.33	\$ 18,108.85	\$56,928.75	\$76,500.00	\$462,210.93



CITY OF WINDOM
ESTIMATE OF PROBABLE COST
ASSESSMENTS
RIVER AVE FROM RIVER ROAD TO WEST END

TOTAL STREET COST	\$78,571.56
STORM SEWER	\$4,750.00
NINE TON EXTRA COST	\$0.00
RESIDENTIAL EQUIVALENT	\$73,821.56
ESTIMATED COST PER FOOT	\$122.03
% FOR ASSESSMENT	50%
CHARGEABLE COST PER FOOT	\$61.01
ESTIMATED COST PER SEWER SERVICE	\$1,137.50
ESTIMATED COST PER WATER SERVICE	\$1,500.00

LEGAL DESCRIPTION	PARCEL NUMBER	OWNER	STREET ADDRESS	FRONT	SIDE	TOTAL FT	FRONT COST	SEWER COST	WATER COST	TOTAL COST
Lot 1 Blk 1	25-678-0010	Kelia Figueroa	1125 RIVER RD	66.44	132.87	66.44	\$ 4,053.47	\$0.00	\$0.00	\$4,053.47
Lot 2 Blk 1	25-678-0020	Nathan Verhoeven	25 RIVER AVE	65.61		65.61	\$ 4,003.13	\$1,137.50	\$1,500.00	\$6,640.63
Lot 3 Blk 1	25-678-0030	Joseph & Michelle Rini	45 RIVER AVE	60		60.00	\$ 3,660.85	\$1,137.50	\$1,500.00	\$6,298.35
Lot 4 & 5 Blk 1	25-678-0040	Loni Good	61 RIVER AVE	114.58		114.58	\$ 6,980.99	\$1,137.50	\$1,500.00	\$9,628.49
Lot 1 Blk 2	25-678-0050	Octavio & Claudia Lopez	1053 RIVER RD	0	158.42	79.21	\$ 4,832.93	\$0.00	\$0.00	\$4,832.93
Lot 3 Blk 2	25-678-0070	James Hunter	40 RIVER RD	60		60.00	\$ 3,660.85	\$1,137.50	\$1,500.00	\$6,298.35
Lot 4 Blk 2	25-678-0080	Pauline Tewens	50 RIVER AVE	60		60.00	\$ 3,660.85	\$1,137.50	\$1,500.00	\$6,298.35
Lot 5 & 6 Blk 2	25-678-0090	Joshua Schunk	60 RIVER AVE	99.12		99.12	\$ 6,047.72	\$1,137.50	\$1,500.00	\$8,685.22
				459.31	291.29	604.96	\$ 36,910.78	\$ 6,825.00	\$ 9,000.00	\$ 52,735.78



City of Windom

CITY OF WINDOM
ESTIMATE OF PROBABLE COST
ASSESSMENTS
18TH STREET FROM 6TH AVE TO 9TH AVE

TOTAL STREET COST	\$289,193.30
STORM SEWER	\$53,750.00
NINE TON EXTRA COST	\$0.00
RESIDENTIAL EQUIVALENT	\$235,443.30
ESTIMATED COST PER FOOT	\$101.49
% FOR ASSESSMENT	50%
CHARGEABLE COST PER FOOT	\$50.74
ESTIMATED COST PER SEWER SERVICE	\$1,075.00
ESTIMATED COST PER WATER SERVICE	\$1,500.00

LEGAL DESCRIPTION	PARCEL NUMBER	OWNER	STREET ADDRESS	FRONT	SIDE	TOTAL FT.	FRONT FOOT COST	SEWER COST	WATER COST	TOTAL COST
Lot 1 Bk. 3	25-791-0350	Mervyn Johnson	613 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 2 Bk. 3	25-791-0360	Margaret Sotheber	629 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 3 Bk. 3	25-791-0370	Philo & Mary Anderson	637 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 4 Bk. 3	25-791-0380	Ronald & Sharon Tibodeau	641 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 5 Bk. 3	25-791-0390	Clyde & Carla Moret	705 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 6 Bk. 3	25-791-0400	Raymond-Margorie Sartorius	717 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 7 Bk. 3	25-791-0410	Patrice & John Salzwedel	733 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 8 Bk. 3	25-791-0420	Nancy Michalski	769 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 9 Bk. 3	25-791-0430	Denise Francis	817 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 10 Bk. 3	25-791-0440	Daniel & Vickie Steenhoek	825 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 11 Bk. 3	25-791-0450	Howard & Rosalee Davis	861 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 12 Bk. 3	25-791-0460	Lane & Deann Steele	1775 9th Ave	0	77.34	38.67	\$ 1,962.31	\$1,075.00	\$1,500.00	\$4,537.31
Lot 13 Bk. 3	25-791-0240	Richard & Hilley	880 18th St.	116.20		116.20	\$ 5,895.67	\$1,075.00	\$1,500.00	\$8,470.67
Lot 14 Bk. 3	25-791-0250	Eugene & Karen Sunderman	870 18th St.	150		150.00	\$ 7,611.74	\$1,075.00	\$1,500.00	\$10,186.74
Lot 15 & 16 Bk. 2	25-791-0260	Eugene Engler	860 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 17 Bk. 2	25-791-0270	Jerry Hochstein	732 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 18 Bk. 2	25-791-0280	Hollie Holmes	718 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 19 Bk. 2	25-791-0290	Michael Fisher	710 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 20 Bk. 2	25-791-0300	Allan & Sandra Bartosh	640 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 21 Bk. 2	25-791-0310	James & Mario Hlatbrink	636 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 22 Bk. 2	25-791-0320	Ronald & Nancy Meyer	628 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 23 Bk. 2	25-791-0330	Shirley Flaskaegard	616 18th St.	100		100.00	\$ 5,074.49	\$1,075.00	\$1,500.00	\$7,649.49
Lot 24 Bk. 2	25-791-0340									
				2281.20	77.34	2358.54	\$ 117,721.65	\$ 24,725.00	\$ 34,500.00	\$ 176,946.65



CITY OF WINDOM
ESTIMATE OF PROBABLE COST
ASSESSMENTS
9TH AVENUE FROM 17th STREET TO 20th STREET

TOTAL STREET COST	\$159,808.90
STORM SEWER	\$13,112.50
SIDE YARD EQUIVALENT	\$70,000.00
RESIDENTIAL EQUIVALENT	\$76,696.40
ESTIMATED COST PER FOOT	\$84.56
% FOR ASSESSMENT	50%
CHARGEABLE COST PER FOOT	\$42.28
ESTIMATED COST PER SEWER SERVICE	\$0.00
ESTIMATED COST PER WATER SERVICE	\$0.00

LEGAL DESCRIPTION	PARCEL NUMBER	OWNER	STREET ADDRESS	FRONT	SIDE	TOTAL FT	FRONT COST	SEWER COST	WATER COST	TOTAL COST
Blk 6 & 6	25-450-0360	Ind School Dist 177	PO Box C177		639.08	319.54	\$ 13,509.64	\$0.00	\$0.00	\$13,509.64
Lot 7 Blk 1	25-452-0010	Daniel & Margaret McDonald	1980 9th Ave	125	0	125.00	\$ 5,284.80	\$0.00	\$0.00	\$5,284.80
Lot 1 Blk 1	25-617-0010	Daniel & Theresa Jones	875 20th St	0	125	62.50	\$ 2,642.40	\$0.00	\$0.00	\$2,642.40
Lot 12 Blk 1	25-791-0110	James Kartes	870 19th St	0	100	50.00	\$ 2,113.92	\$0.00	\$0.00	\$2,113.92
Lot 13 Blk 2	25-791-0230	Loreen Hansen	1875 9th Ave	100	0	100.00	\$ 4,227.84	\$0.00	\$0.00	\$4,227.84
Void Add	25-791-0240	Richard & Dicit Elness	880 18th St	0	100	50.00	\$ 2,113.92	\$0.00	\$0.00	\$2,113.92
Void Add	25-791-0460	Lara & Deann Steals	1775 9th Ave	100	0	100.00	\$ 4,227.84	\$0.00	\$0.00	\$4,227.84
Void Add	25-791-0470	Willis & Barbara Hemming	1765 9th Ave	100	0	100.00	\$ 4,227.84	\$0.00	\$0.00	\$4,227.84
				425.00	864.08	907.04	\$ 24,838.56	\$ -	\$ -	\$ 24,838.56



CITY OF WINDOM
ESTIMATE OF PROBABLE COST
ASSESSMENTS
7TH STREET FROM 3RD AVENUE TO WEST END

TOTAL STREET COST	\$123,123.84
STORM SEWER	\$14,825.00
NINE TON EXTRA COST	\$0.00
RESIDENTIAL EQUIVALENT	\$108,498.84
ESTIMATED COST PER FOOT	\$167.36
% FOR ASSESSMENT	50%
CHARGEABLE COST PER FOOT	\$83.68
ESTIMATED COST PER SEWER SERVICE	\$1,075.00
ESTIMATED COST PER WATER SERVICE	\$1,500.00

LEGAL DESCRIPTION	PARCEL NUMBER	OWNER	STREET ADDRESS	FRONT	SIDE	TOTAL FT.	FRONT FOOT COST	SEWER COST	WATER COST	TOTAL COST
Lots 1 & 2 Blk 53	25-822-1160	Arnold & Judith Kass	624 3RD AVE	0	91	45.50	\$ 3,807.42	\$0.00	\$0.00	\$3,807.42
Lots 3 & 2 Blk 53	25-822-1150	Rex Poljar	347 7TH ST	59		59.00	\$ 4,937.09	\$1,075.00	\$1,500.00	\$7,512.09
Lots 3 & 4	25-822-1170	Jess & Consuelo Rodante	629 4TH AVE	0	150	75.00	\$ 6,275.96	\$0.00	\$0.00	\$6,275.96
N 55 of 1	25-231-0110	Michael Kern	630 4TH AVE	0	138	69.00	\$ 5,773.89	\$0.00	\$0.00	\$5,773.89
Lots 11 & 2 Blk 20	25-820-1810	Anthony Bernhoff	704 4TH AVE	0	300	150.00	\$12,551.93	\$0.00	\$0.00	\$12,551.93
Lot 12 Blk 11	25-820-0920	Aaron Cooks	709 4TH AVE	0	100	50.00	\$ 4,183.98	\$0.00	\$0.00	\$4,183.98
Lots 11 & 2 Blk 11	25-820-0910	Jean Winter	340 7TH ST	50		50.00	\$ 4,183.98	\$1,075.00	\$1,500.00	\$6,758.98
Lot 4 Blk 1	25-361-0040	Terry & Cynthia Harrington	330 7TH ST	43.48		43.48	\$ 3,638.38	\$1,075.00	\$1,500.00	\$6,213.38
Lot 3 Blk 1	25-361-0030	James & Joyce LeTourneau	324 7TH ST	29.95		29.95	\$ 2,506.20	\$1,075.00	\$1,500.00	\$5,081.20
Lot 2 Blk 1	25-361-0020	Susan Arundson	318 7TH ST	30.09		30.09	\$ 2,517.92	\$1,075.00	\$1,500.00	\$5,092.92
Lot 1 Blk 1	25-361-0010	Vernon & Leona Harp	312 7TH ST	46.28		46.28	\$ 3,872.69	\$1,075.00	\$1,500.00	\$6,447.69
				258.80	779.00	648.30	\$ 54,249.42	\$ 6,450.00	\$ 9,000.00	\$ 69,699.42

Appendix C - 27



City of Windom

**CITY OF WINDOM
ESTIMATE OF PROBABLE COST
ASSESSMENTS
17TH STREET FROM 6TH AVE TO 9TH AVE**

TOTAL STREET COST	\$125,981.00
STORM SEWER	\$0.00
NINE TON EXTRA COST	\$0.00
RESIDENTIAL EQUIVALENT	\$125,981.00
ESTIMATED COST PER FOOT	\$54.28
% FOR ASSESSMENT	50%
CHARGEABLE COST PER FOOT	\$27.14
ESTIMATED COST PER SEWER SERVICE	\$0.00
ESTIMATED COST PER WATER SERVICE	\$1,500.00

LEGAL DESCRIPTION	PARCEL NUMBER	OWNER	STREET ADDRESS	FRONT	SIDE	TOTAL FT	FRONT FOOT COST	SEWER COST	WATER COST	TOTAL COST
Lot 13 Blk 3	25-791-0470	Willis & Barbara Henning	1755 9th Ave		81.2	40.60	\$ 1,101.95	\$0.00	\$1,500.00	\$2,601.95
Lot 14 Blk 3	25-791-0480	Brian & Kerstin Cooley	828 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 15 Blk 3	25-791-0480	Judy Conrad	818 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 16 Blk 3	25-791-0500	Lucille Pabst	804 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 17 Blk 3	25-791-0510	Marlyn & Janet Bartsch	760 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 18 Blk 3	25-791-0520	Nancy Snyder	740 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 19 Blk 3	25-791-0530	Gary & Sharon Guigler	724 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 20 Blk 3	25-791-0531	Brian & Diane Bumeister	710 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 21 Blk 3	25-791-0532	Layman & Eveh Evelyn Holme	660 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 22 Blk 3	25-791-0540	Jodi Higley	638 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 23 Blk 3	25-791-0550	Blaine & Sally Larson	616 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 24 Blk 3	25-791-0560	Mary Klosterbauer	616 17th St	180.2		180.20	\$ 4,890.94	\$0.00	\$1,500.00	\$6,390.94
Lot 11 & Lot 10 Blk 4	25-791-0670	Keith & Cynthia Bloomgren	831 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 9 Blk 4	25-791-0660	Wayne & Beverly Peterson	817 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 8 Blk 4	25-791-0640	Alan & Dianne Beens	805 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 7 Blk 4	25-791-0630	Eldon Moon	769 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 6 Blk 4	25-791-0620	Gary Nelson	725 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 5 Blk 4	25-791-0610	Barbara Knigge/Doug Storey	717 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 4 Blk 4	25-791-0600	Gary & Laurel Quiring	1717 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 3 Blk 4	25-791-0590	State of Minnesota	1717 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 2 Blk 4	25-791-0580	State of Minnesota	1717 17th St	100		100.00	\$ 2,714.17	\$0.00	\$1,500.00	\$4,214.17
Lot 1 Blk 4	25-791-0570	State of Minnesota	CRN 17TH ST/6TH AVE	200		200.00	\$ 5,428.34	\$0.00	\$0.00	\$5,428.34
				2280.20	81.20	2320.80	\$ 62,990.50	\$0.00	\$31,500.00	\$94,490.50



CITY OF WINDOM
ESTIMATE OF PROBABLE COST
ASSESSMENTS
PLUM AVENUE FROM 6TH STREET TO NEW CONSTRUCTION

TOTAL STREET COST	\$95,565.92
STORM SEWER	\$6,812.50
NINE TON EXTRA COST	\$0.00
RESIDENTIAL EQUIVALENT	\$66,743.42
ESTIMATED COST PER FOOT	\$110.21
% FOR ASSESSMENT	50%
CHARGEABLE COST PER FOOT	\$55.10
ESTIMATED COST PER SEWER SERVICE	\$1,075.00
ESTIMATED COST PER WATER SERVICE	\$1,500.00

LEGAL DESCRIPTION	PARCEL NUMBER	OWNER	STREET ADDRESS	FRONT	SIDE	TOTAL FT	FRONT FOOT COST	SEWER COST	WATER COST	TOTAL COST
Lot 1	25-449-0010	Vernon & Leone Harp	312 7th St	156.34	75	193.84	\$ 10,861.30	\$1,075.00	\$1,500.00	\$13,256.30
Lot 2	25-449-0020	John & Janice Duscher	635 PLUM AVE	100.00		100.00	\$ 5,510.37	\$1,075.00	\$1,500.00	\$8,085.37
Lot 3	25-449-0030	Chase & Jackie Fester	655 PLUM AVE	100.00		100.00	\$ 5,510.37	\$1,075.00	\$1,500.00	\$8,085.37
Lot 4	25-449-0040	Bradley Schlomann	650 PLUM AVE	100.00		100.00	\$ 5,510.37	\$1,075.00	\$1,500.00	\$8,085.37
Lot 5	25-449-0050	Arthur Cleone Swenson	630 PLUM AVE	100.00		100.00	\$ 5,510.37	\$1,075.00	\$1,500.00	\$8,085.37
Lot 6	25-449-0060	Gilbert & Elizabeth Wipf	600 PLUM AVE	100.00		100.00	\$ 5,510.37	\$1,075.00	\$1,500.00	\$8,085.37
	08-026-0400	Gilbert & Elizabeth Wipf	600 PLUM AVE	111.4		111.4	\$ 6,136.55	\$1,075.00	\$1,500.00	\$8,713.55
				767.74	75.00	805.24	\$ 44,371.71	\$7,325.00	\$10,500.00	\$62,996.71





City of Windom Staff Report

To: Windom City Council
From: Aaron Backman, EDA Executive Director
Council Meeting Date: November 20, 2012
Item Title/Subject: **APPROVAL OF TAX ABATEMENT AGREEMENT FOR GLOBAL INVESTMENT PROPERTIES (BIG GAME TREESTANDS)**

Background:

Since mid-August renovation work has been underway as part of a complete remodel of the interior and exterior of the former Lewis Drug building. Later this year it is to become the new corporate headquarters for Big Game Treestands. The building, at the junction of Highways 60 and 71, will be 9,600 sq. ft. of office space when completed. Excluding property acquisition costs, the company is planning on spending approximately \$500,000 on improvements to the building. Among the planned improvements to the building are office build out, window installation, five new bathrooms, roof replacement, exterior brick replacement, drive-up removal and landscaping.

The property at 1905 1st Avenue North in Windom is owned by Global Investment Properties, LLC, a sister company, and leased back to the operating company, Big Game Treestands. In the next few months Big Game will be moving 35 employees to the new location and is planning on adding 6-8 fulltime office positions in the next couple of years. Big Game will continue to utilize its existing warehouse building in the Carl Schneider Business Park.

The company has requested the establishment of a Tax Abatement Program as part of the project. The tax abatement assistance would provide for reimbursement to the developer of a portion of the costs for site preparation, demolition, and building renovation of the former Lewis Drug building site. On September 18th the City Council adopted a resolution approving a Property Tax Abatement Program for Global Investment. The City's share of the abatement will be in the amount of \$76,043 over a period of ten years. On October 9th the Cottonwood County Board of Commissioners adopted a resolution approving a property tax abatement program in the amount of \$25,753 over eight years. The proposed tax abatement for this project would cover only the additional taxes generated by the renovation project, not the existing property taxes.

Robert Deike, the EDA's TIF/Abatement attorney, has prepared the proposed "Property Tax Abatement Agreement" between the City and Global Investment Properties, LLC. Attached is a copy for your review. On November 13th the EDA Board reviewed and recommended approval of this agreement.

Additionally, this tax abatement agreement will require a "Pledge Agreement" between the City of Windom and Cottonwood County. The pledge agreement documents the County's agreement to pay to the City its share of the property taxes that will be generated as a result of the renovation of the building to enable the City to make the payments to Global Investments when due under the abatement agreement. The pledge agreement has been prepared and is attached for your review.

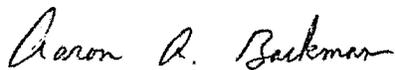
I will also be present at the City Council Meeting on November 20, 2012, to answer any additional questions you may have concerning the proposed agreements.

Requested Actions:

Approve the proposed Property Tax Abatement Agreement between the City of Windom and Global Investment Properties, LLC that provides for Tax Abatement assistance of \$76,043 over 10 years.

Approve the proposed Pledge Agreement between the City of Windom and Cottonwood County that authorizes the County to pay to the City its share of the property taxes that will be generated by this project for payment to the developer.

Respectfully submitted,



Aaron A. Backman
EDA Executive Director

Attachments

October 30, 2012

PROPERTY TAX ABATEMENT AGREEMENT

By and Between

CITY OF WINDOM, MINNESOTA

and

GLOBAL INVESTMENT PROPERTIES, LLC

Dated: _____, 2012

THIS AGREEMENT made and entered into as of this _____ day of _____, 2012 by and between the City of Windom, Minnesota, a municipal corporation under the laws of the State of Minnesota (“City”) and Global Investment Properties, LLC, a Minnesota limited liability company, (“Developer”).

RECITALS

WHEREAS, the City intends to provide a property tax abatement pursuant to Minnesota Statutes, Sections 469.1812-.1815 (the “Tax Abatement Act”) for certain real property (the “Development Property”) located in the City and described on the attached Exhibit A; and

WHEREAS, the Developer agrees to construct improvements on the Development Property (the “Minimum Improvements”) as provided in this Agreement; and

WHEREAS, pursuant to the Tax Abatement Act, the City is authorized to provide financial assistance in order to increase tax base within the City; and

WHEREAS, the City believes that the property tax abatement contemplated herein and fulfillment of this Agreement is in the best interests of the City and the health, safety, morals and welfare of its residents, and is in accord with the public purposes and provisions of the Tax Abatement Act and other applicable State and local laws and requirements under which this Agreement is made.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

“Agreement” means this Agreement, as the same may be from time to time modified, amended, or supplemented.

“Assistance” means the financial assistance to be provided by the City and County to the Developer as provided in Section 3.1 of this Agreement.

“City” means the City of Windom, Minnesota.

“City Resolution” means the resolution adopted by the City on September 18, 2012, authorizing the City Tax Abatement.

“City Tax Abatement” means the real property taxes: (i) that are generated in each tax-payable year by extending the City’s total tax rate against: the tax capacity of the Development Property after deducting the tax capacity of the Development Property as of the date of this Agreement, which current tax capacity is 5,902 and (ii) that are paid to the City by the County.

“County Resolution” means the resolution adopted by the County’s Board of Commissioners on October 9, 2012, authorizing the County Tax Abatement.

“County Tax Abatement” means the real property taxes: (i) that are generated in each tax-payable year by extending the County’s total tax rate against: the tax capacity of the Development Property after deducting the tax capacity of the Development Property as of the date of this Agreement, which current tax capacity is 5,902 and (ii) that are received by the County.

“Construction Plans” means the plans, specifications, drawings and related documents on the construction work to be performed by the Developer on the Development Property, including the Minimum Improvements.

“County” means Cottonwood County, Minnesota.

“Developer” means Global Investment Properties, LLC, a Minnesota limited liability company, owner of the development property that will be leased to Big Game Treestands (operating company).

“Development Property” means the real property described as such on Exhibit A of this Agreement. After construction of the Minimum Improvements, the term means the Development Property as improved by the Minimum Improvements.

“Event of Default” means an action by the Developer listed in Article IX of this Agreement.

“Holder” means the owner of a Mortgage.

“Minimum Improvements” means the renovation of a 9,600 square foot building located on the Development Property all in accordance with the approved Construction Plans.

“Mortgage” means any mortgage made by the Developer which is secured, in whole or in part, with the Development Property and which is a permitted encumbrance pursuant to the provisions of Article VII of this Agreement.

“Pledge Agreement” means the Property Tax Abatement Pledge Agreement between the City and County dated as of _____, 2012.

“State” means the State of Minnesota.

“Tax Abatement Act” means Minnesota Statutes, Sections 469.1812 to 469.1815, as amended.

“Tax Abatements” means the sum of the City Tax Abatement and the County Tax Abatement.

“Tax Official” means any County Assessor, County Auditor, County or State Board of Equalization, the Commissioner of Revenue of the State, or any State or federal district court, the tax court of the State, or the State Supreme Court.

“Termination Date” means the earlier of the date that this Agreement has been terminated by the City pursuant to its terms or February 1, 2024.

ARTICLE II

Representations and Warranties

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

- (a) The City has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) The activities of the City are undertaken for the purposes of increasing the tax base of the City and promoting economic development.

Section 2.2. Representations and Warranties by the Developer. The Developer represents and warrants that:

- (a) The Developer is a Minnesota limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its articles of organization, operating agreement or member control agreement or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its members.
- (b) The Developer will construct, operate and maintain the Minimum Improvements in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations).
- (c) The Developer has received no notice or communication from any local, state or federal official that the activities of the Developer or the undertakings pursuant to this Agreement may be or will be in violation of any environmental law or regulation (other than those notices or communications of which the City is aware). The Developer is aware of no facts the existence of which would cause it to be in violation of or give any person a valid claim under any local, state or federal environmental law, regulation or review procedure.
- (d) The Developer will construct the Minimum Improvements in accordance with all local, state or federal energy-conservation laws or regulations.
- (e) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.
- (f) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of,

the terms, conditions or provisions of any corporate restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(g) The proposed development by the Developer hereunder would not occur but for the financing assistance being provided by the City and County hereunder.

(h) The Developer shall promptly advise City in writing of all litigation or claims affecting any part of the Minimum Improvements and all written complaints and charges made by any governmental authority materially affecting the Minimum Improvements or materially affecting Developer or its business which may delay or require changes in construction of the Minimum Improvements.

ARTICLE III

Assistance

Section 3.1. Assistance. (a) As of the date of this Agreement, the Developer owns the Development Property. There is located on the Development Property a building formerly used as a drug store. The Developer proposes to renovate the 9,600 square foot building and to operate its business in the renovated building. The Developer has requested that the City and County grant property tax abatements (collectively, the "Assistance") to offset a portion of the cost of the renovation. The costs for which the City will provide the City Assistance include the costs of site preparation and renovation of the existing building. The City's obligation to make any payment of the Assistance is subject to the condition precedent that the Developer has provided to the City invoices or other documentation reasonably requested by the City showing the costs to be reimbursed and that such costs have been incurred.

(b) In furtherance of the objectives set forth in the City Resolution and the County Resolution, and subject to the terms and conditions of this Agreement, the City will, on each February 1 and August 1 (each a "Payment Date") commencing August 1, 2014, and terminating on the Termination Date, pay to the Developer Tax Abatements received by the City and County during the six-month period prior to that Payment Date. No interest shall accrue with respect to the principal amount of the Developer's costs being reimbursed under this Agreement.

(c) The maximum total amount of the City Tax Abatements to be provided to the Developer is \$76,043, and the maximum total amount of the County Tax Abatements to be provided to the Developer is \$25,753. The City's obligation to provide the City Tax Abatements will terminate on the earliest of: (i) when City Tax Abatements in the amount of \$76,043 have been paid to the Developer; (ii) on February 1, 2024; or (iii) when the obligation to make further reimbursements under this Agreement has been terminated pursuant to Article IX of this Agreement. The County's obligation to provide the County Tax Abatements to the City pursuant to the Pledge Agreement will terminate on the earliest of: (i) when County Tax Abatements in the amount of \$25,753 have been paid to the City for payment to the Developer; (ii) on February 1, 2022; or (iii) when the obligation to make further reimbursements under this Agreement has been terminated pursuant to Article IX of this Agreement.

(d) The City shall have no obligation to make any payment to the Developer under this Agreement if there is an Event of Default on the Developer's part under this Agreement that has not been cured as of the Payment Date.

(e) In no case shall the City make payments of Tax Abatements to the Developer pursuant to this Agreement that, together with any other abatements payable by the City and County under the Act, exceed in any one year the greater of 10% of the City's and County's levy for that year or \$200,000; provided that in the event that total abatements payable by the City and County any year equal the maximum under this section, the City will pay to the Developer a ratable share of the Tax Abatements otherwise due pursuant to this Agreement, allocated on the basis of the total annual abatements payable by the City and County in that year.

(f) The Developer understands and acknowledges that the City makes no representations or warranties regarding the amount of Tax Abatements that will be generated as a result of the Minimum Improvements. Any estimates of the projected amount of Tax Abatements prepared by the City, its financial advisors, or its other officers, agents, or employees in connection with this Agreement are for the benefit of the City, and are not intended as representations on which the Developer may rely. The Developer further understands and acknowledges that no assistance is being provided by the City hereunder except as set forth herein, and that the Developer shall have no other claim against any funds of the City.

(g) The City shall have no obligation to make any payment to the Developer from any source other than the Tax Abatements.

(h) The City shall have no obligation to make any payment to the Developer under this Agreement if the Developer is in default to the City or County for any of its payment obligations respecting any taxes, assessments, utility charges or other governmental impositions.

(i) The City may at all reasonable times, after reasonable notice, inspect, examine and copy all books and records of the Developer relating to the Minimum Improvements. The Developer shall use its best efforts to cause the contractor or contractors, all subcontractors, and their agents and lenders to make their books and records relating to the Minimum Improvements available to the City upon reasonable notice, for inspection, examination and audit. These records shall be kept and maintained by the Developer for a period of four years following completion of construction of the Minimum Improvements.

Section 3.2. Business Subsidy Act; Job Goals. Because the total amount of the Assistance being provided to the Developer under this Agreement is less than \$150,000 the Assistance does not qualify as a business subsidy under the Business Subsidy Act, Minnesota Statutes, Sections 116J.993 to 116J.995. However, the Assistance is subject to reporting requirements contained in Minnesota Statutes, Section 116J.994(8)(b) and (c). Therefore, the parties agree as follows:

(a) *General Terms.* The parties agree and represent to each other as follows:

(i) The subsidy provided to the Developer includes the Tax Abatements.

(ii) The public purposes of the subsidy are assisting in the renovation of an existing building and increasing the tax base of the City, County and State.

(b) *Reports.* The Developer must submit to the City upon request by the City a report containing information that allows the City to submit the reports required by Section 116J.994(8)(b) and (c) of the Business Subsidy Act. The City will provide information to the Developer regarding the required forms. If the Developer fails to timely file any report required under this section, the City will mail the Developer a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, the Developer fails to provide a report, the Developer must pay to the City a penalty of \$100 for each subsequent day

until the report is filed. The maximum aggregate penalty payable under this Section for each year is \$1,000.

(c) Although the City and County are not required by the Business Subsidy Act to establish wage and job goals in connection with the development of the Minimum Improvements, the Developer has promised that it will achieve certain employment goals. Specifically, the Developer agrees that by December 31, 2013, it will transfer at least thirty five (35) full time equivalent employment positions to the Minimum Improvements and that by December 31, 2015, it will create at least five (5) new full time equivalent employment positions in the Minimum Improvements. The Developer shall provide to the City on or before January 31 of each year commencing January, 2014, and continuing until the Termination Date, documentation in a form prescribed by the City showing that the Developer has maintained such employment levels at the 1905 First Avenue location during the previous year. If the Developer fails to maintain such employment levels in any year, the County will have no obligation to make its Assistance payments required by this Agreement and the Pledge Agreement in the following calendar year.

Section 3.3 Reimbursement of Fees and Expenses. The Developer agrees to reimburse the City for all fees and expenses for financial consultants and attorneys incurred by the City in connection with the analysis of the development proposal and creation of the tax abatement program including, but not limited to, financial analysis, preparation and review of tax abatement program, preparation of property tax abatement agreement and intergovernmental pledge agreement, review of resolutions and documents, and follow-up documentation. Said amounts shall be invoiced by the City and the Developer agrees to reimburse the City within thirty (30) days of such invoice(s).

ARTICLE IV

Construction of Minimum Improvements

Section 4.1. Construction Plans. (a) The Developer has submitted and the City has approved Construction Plans for the Minimum Improvements. No approval by the City shall relieve the Developer of the obligation to comply with the terms of this Agreement or applicable federal, state and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements in accordance therewith. No approval by the City shall constitute a waiver of an Event of Default.

(b) If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 4.1 of this Agreement with respect to such previously approved Construction Plans, the City shall approve the proposed change and notify the Developer in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Developer, setting forth in detail the reasons therefor. Such rejection shall be made within ten (10) days after receipt of the notice of such change. The approval by the City of any such change in the Construction Plans will not be unreasonably withheld.

Section 4.2. Commencement and Completion of Construction of Minimum Improvements. The Developer has commenced construction of the Minimum Improvements. Subject to Unavoidable Delays, the Developer shall complete such construction by December 31, 2012. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City.

Section 4.3. Maintenance of Minimum Improvements. The Developer will at all times prior to the Termination Date operate and maintain, preserve and keep the Development Property or cause the Development Property to be maintained, preserved, and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

ARTICLE V

Insurance and Condemnation

Section 5.1. Insurance. (a) Prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

- (i) Insurance against loss and/or damage to the Development Property under a policy or policies covering such risks as are ordinarily insured against by similar businesses;
- (ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$2,000,000; and
- (iii) Such other insurance, including workers' compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.

(b) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually with the City policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V of this Agreement, each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

(c) The Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Development Property or any portion thereof resulting from fire or other casualty. In such event the Developer either will forthwith repair, reconstruct, and restore the Development Property to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

The Developer shall complete the repair, reconstruction, and restoration of the Development Property, whether or not the Net Proceeds of insurance received by the Developer for such purposes

are sufficient to pay for the same. Any Net Proceeds remaining after completion of such repairs, construction and restoration shall be the property of the Developer.

Section 5.2. Subordination. Notwithstanding anything to the contrary contained in this Article V, the rights of the City with respect to the receipt and application of any proceeds of insurance shall, in all respects, be subject and subordinate to the rights of any lender under a Mortgage approved pursuant to Article VII of this Agreement.

ARTICLE VI

Taxes

Section 6.1. Right to Collect Delinquent Taxes. The Developer acknowledges that the City is providing substantial aid and assistance in furtherance of the development. The Developer agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement to pay before delinquency all real estate taxes assessed against the Development Property. The Developer acknowledges that this obligation creates a contractual right on behalf of the City to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the County auditor. In any such suit, the City shall also be entitled to recover its costs, expenses, and reasonable attorney fees.

Section 6.2. Use of Taxes. Except for its obligations under this Agreement, the City shall be free to use any taxes received from the Development Property for any purpose for which such taxes may lawfully be used, and the City shall have no obligations to the Developer with respect to the use of such taxes.

ARTICLE VII

Mortgage Financing

Section 7.1 Mortgage Financing of Minimum Improvements. The Developer may enter into a mortgage(s) as security for, and only for, the purpose of obtaining financing necessary to enable the Developer or any successor in interest in the Development Property, or any part thereof, to perform its obligations with respect to making the Minimum Improvements under this Agreement provided such encumbrance is not in violation of Section 8.2 of this Agreement.

Section 7.2. Option to Cure Default on Mortgage. In the event that there occurs a default under any Mortgage authorized pursuant to this Agreement, the Developer shall cause the City to receive copies of any notice of default received by the Developer from the holder of such Mortgage. Thereafter, the City shall have the right, but not the obligation, to cure any such default on behalf of the Developer within such cure periods as are available to the Developer under the Mortgage documents.

ARTICLE VIII

Prohibitions Against Assignment and Transfer; Indemnification

Section 8.1. Representation as to Development. The Developer represents and agrees that its undertakings pursuant to this Agreement are for the purpose of development of the Development Property and not for speculation in land.

Section 8.2. Prohibition Against Developer's Transfer of Property and Assignment of Agreement. The Developer represents and agrees that prior to the Termination Date except only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Development Property, or any part thereof, to perform its obligations with respect to making the Minimum Improvements under this Agreement, and any other purpose authorized by this Agreement, the Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.

Section 8.3. Release and Indemnification Covenants. (a) The Developer releases from and covenants and agrees that the City, and the governing body members, officers, agents, servants, and employees thereof shall not be liable for, and agrees to defend, indemnify and hold harmless the City, and the governing body members, officers, agents, servants, and employees thereof, against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or the Development Property.

(b) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City, and the governing body members, officers, agents, servants, and employees thereof, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby, or the acquisition, construction, installation, ownership, and operation of the Minimum Improvements and the Development Property. Without limitation of the foregoing, the Developer agrees to protect and defend the City, and the governing body members, officers, agents, servants, and employees thereof, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by the State, its agencies, or any other governmental entity seeking recoupment from or repayment by the City of any City Assistance paid to the Developer or otherwise expended by the City pursuant to this Agreement, and to reimburse the City, to the fullest extent permitted by law, for any City Assistance recouped by or repaid to any of the foregoing entities.

(c) The City, and the governing body members, officers, agents, servants, and employees thereof shall not be liable for any damage or injury to the persons or property of the

Developer or its officers, agents, servants or employees or any other person who may be about the Development Property or the Minimum Improvements due to any act or negligence of any person.

(d) All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

ARTICLE IX

Events of Default

Section 9.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed hereunder, or any other agreement between the City and the Developer pertaining to the Development Property or the Minimum Improvements, whether such agreement is entered into before or after the date of this Agreement.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 of this Agreement occurs on the part of the Developer, the City may immediately suspend its performance under this Agreement and may, after providing thirty days’ written notice to the other parties of the Event of Default, but only if the Event of Default has not been cured within said thirty days or, if the Event of Default is by its nature incurable within thirty days and the Developer does not provide assurances reasonably satisfactory to the City and that the Event of Default will be cured and will be cured as soon as reasonably possible:

(a) Be released from any further obligation to the Developer under this Agreement, including, without limitation, the obligation to make further Tax Abatements payments under this Agreement.

(b) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or the Developer in this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IX.

Section 9.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 9.5. Costs of Enforcement. Whenever any Event of Default occurs and if the City shall employ attorneys or incur other expenses for the collection of payments due or to

become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, and the City prevails in such action, the Developer agrees that it shall, within ten days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE X

Additional Provisions

Section 10.1. Conflict of Interests; City Representatives Not Individually Liable. The City and the Developer, to the best of their respective knowledge, represent and agree that no member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee of the City participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

Section 10.2. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in the Agreement it will comply with all applicable federal, state and local equal employment and non-discrimination laws and regulations.

Section 10.3. Restrictions on Use. The Developer agrees that, prior to the Termination Date, the Developer, and such successors and assigns, shall devote the Development Property to the operation of the Minimum Improvements for commercial use in accordance with City ordinances, and shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

Section 10.4. Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 10.5. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at 1820 North Redding Avenue, P.O. Box 441, Windom, Minnesota 56101-1290; Attn: Tod Quiring, during the renovation of the Development Property, and to the Developer at 1905 First Avenue, P.O. Box 441, Windom, Minnesota 56101; Attn: Tod Quiring, thereafter; and

(b) in the case of City, is addressed to or delivered personally to the City at 444 9th Street, P.O. Box 38, Windom, Minnesota 56101-0038, Attn: City Administrator;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 10.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.8. Recording. The City may record this Agreement and any amendments thereto with the County Recorder. The Developer shall pay all costs for recording.

Section 10.9. Governing Law. This Agreement is made and shall be governed in all respects by the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 10.10. Severability. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications that can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

Section 10.11. Entire Agreement. This Agreement, together with its Exhibits, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, concerning this Agreement, provided that nothing contained herein shall impair the rights of the City or the obligations of the Developer under any other agreement between the City and the Developer. This Agreement may not be amended nor any of its terms modified except by a writing authorized and executed by both parties hereto. Without limitation of the foregoing, any modification is subject to the restrictions on modifications set forth in the City and County Resolutions.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF WINDOM, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of _____, 2012 by _____ and _____, the Mayor and City Administrator of the City of Windom, Minnesota, on behalf of the City.

Notary Public

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property consists of the parcel of property with the following Property Identification Number:

PIN 25-164-0021

PROPERTY TAX ABATEMENT PLEDGE AGREEMENT

This Agreement is made and entered into as of the _____ day of _____, 2012, by and between the City of Windom, Minnesota, a statutory city under the laws of the State of Minnesota (the "City") and Cottonwood County, Minnesota, a political subdivision of the State of Minnesota (the "County").

WITNESSETH:

WHEREAS, Minnesota Statutes, Sections 469.1812 to 469.1815 (the "Tax Abatement Law") allows a governmental subdivision within the State of Minnesota to abate all or a part of its share of the real property taxes generated from parcels of property within its jurisdiction and to use such property tax abatements to finance projects that it finds will increase the tax base in the political subdivision; and

WHEREAS, the City has received a request from Global Investment Properties, LLC ("Global Investment") that the City and County use property tax abatements to defray a portion of the costs to be incurred by Global Investment in renovating a 9,600 square foot building on property located in the City (the "Development Property"); and

WHEREAS, the City and County have considered Global Investment's request and have determined that providing such assistance is in the best interests of the City and County and their residents; and

WHEREAS, the City has entered into a Property Tax Abatement Agreement (the "Abatement Agreement") with Global Investment pursuant to which the City has agreed to reimburse Global Investment for a portion of its costs incurred in renovating the building currently located on the Development Property using the City's and the County's shares of the property taxes that will be generated as a result of the renovation of the building; and

WHEREAS, a copy of the Abatement Agreement is attached to this Agreement as Exhibit A; and

WHEREAS, the City and County have determined to enter into this Agreement to document the County's agreement to pay to the City its share of the property taxes that will be generated as a result of the renovation of the building to enable the City to make the payments to Global Investment when due under the Abatement Agreement.

NOW, THEREFORE, the City and County do hereby agree as follows:

1. County Payments. The County agrees that prior to each Payment Date under Section 3.1(b) of the Abatement Agreement it will pay to the City the County Tax Abatement, as defined in the Abatement Agreement, received by the County in the six-month period prior to such Payment Date. The City will use such payment of the County

Tax Abatement, together with the City Tax Abatement, to make the payment due to Global Investment on such Payment Date.

2. Term of Agreement. The term of this Agreement shall be from the date hereof until the earlier of February 1, 2022, or the date that the City no longer has any obligation to make any payments of Tax Abatements to Global Investment under the Abatement Agreement.

3. Modification of Abatement Agreement. The City agrees that it will not permit the amendment or modification of the Abatement Agreement without the prior written consent of the County.

4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the County, is addressed to or delivered personally to the County at 900 Third Avenue, Windom, Minnesota 56101, Attn: County Auditor-Treasurer; and

(b) in the case of the City, is addressed to or delivered personally to the City at 444 9th Street, P.O. Box 38, Windom, Minnesota 56101-0038, Attn: City Administrator;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section.

5. Modifications. This Agreement may only be modified through written amendments hereto executed by the City and County.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the County has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF WINDOM, MINNESOTA

By _____
Kirby G. Kruse, Mayor

By _____
Steven Nasby, City Administrator

COTTONWOOD COUNTY, MINNESOTA

By _____
Norm Holmen, Board Chairman

By _____
Jan Johnson, County Auditor-Treasurer

EXHIBIT A
ABATEMENT AGREEMENT



City of Windom Staff Report

To: City Council
From: Aaron Backman, EDA Executive Director
Council Meeting Date: November 20, 2012
Item Title/Subject: Renewal of Advertising Sign Pole Lease Agreement and Policies and Guidelines for Use of the Windom Convention & Visitors Bureau (CVB) Community Events Sign

Background:

In November of 2007 the Windom City Council approved the placement of an electronic community events sign (also known as the LED Sign) on the Liquor Store sign post. The Events/LED sign is owned, operated, and maintained by the Windom Convention and Visitors Bureau (CVB) and became operational in late February 2008.

The City's legal counsel in 2007 recommended that the City enter into a Lease Agreement with the CVB concerning their use of the liquor store sign post. The original lease agreement was set up as an annual lease and has expired. A revised lease agreement has been drafted by the EDA and the CVB and reviewed by the City Attorney. A copy is attached for your review.

Among the notable provisions of the lease agreement are the following:

- 1) The agreement is between the City of Windom and the Windom Area Chamber of Commerce/Convention and Visitors Bureau. The CVB cannot assign its interest under this lease without the City's written consent.
- 2) The lease agreement has a term of one year beginning on January 1, 2013, for the nominal sum of \$1.00. A change from before is that the lease shall automatically renew on a year-to-year basis, on the same terms, unless either the City or CVB delivers a written Lease Termination Notice to the other party before October 1st.
- 3) The CVB shall have access to the sign for any construction, repair and replacement of the sign.
- 4) The CVB has the right to allow any subscribers to display information so long as it satisfies use guidelines adopted by the CVB and approved by the City.
- 5) The CVB shall maintain at all times hazard insurance protecting its interest in its own personal property, and shall indemnify and hold harmless the City from any claims made against the City.
- 6) A further protection for the City that has been added is should there be any damage to the sign pole caused by the removal of the CVB's sign, the CVB shall be responsible for the repair costs.

The revised policies and guidelines for the use of the Events/LED sign have also been attached for your review. Among the notable changes, references to the price of the electronic messages and to the original sign funders have been removed. Instead,

each October 1st the CVB board will set the price for electronic messages to be shown on the Events/LED sign during the following fiscal year.

Both the revised lease agreement and the revised policies and guidelines were adopted by the CVB Board on November 13, 2012.

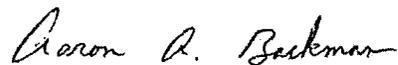
Requested Actions:

It is recommended that the Windom City Council approve the revised Advertising Sign Pole Lease Agreement between the City and the CVB concerning the electronic community events sign located on the liquor store sign post and authorize the Mayor and City Administrator to execute this Lease.

It is further recommended that the City Council approve the revised Policies and Guidelines for the Use of the Windom Convention & Visitors Bureau (CVB) Electronic Community Message Board.

Should you have any questions concerning these documents, please do not hesitate to contact me at 832-8661 or Damon Weinandt, the Chamber's Executive Director, at 831-2752. I also plan to be present for the November 20th City Council Meeting.

Respectfully submitted,



Aaron A. Backman
EDA Executive Director

Attachments

ADVERTISING SIGN POLE LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2012, by and between the City of Windom, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City", and Windom Area Chamber of Commerce/Convention and Visitors Bureau hereinafter referred to as "CVB."

1. City hereby leases to CVB space on its River Bend Liquor store advertising sign pole which is presently located South of the River Bend Liquor store at 575 Second Avenue on property described in Exhibit "A".

The space being leased to CVB shall be located three (3) feet below the River Bend Liquor advertising sign and for the sole purpose of placing an LED electronic computerized sign with the dimensions of five (5) feet by ten (10) feet.

City further grants to CVB, and CVB's employees, agents and subcontractors, access to said advertising sign pole and CVB's sign with reasonable notice to City for construction, repair and replacement of said sign.

2. The initial term of this lease shall be for a period of one (1) year which shall start on January 1, 2013, and shall terminate on December 31, 2013.

This Lease shall automatically renew on a year-to-year basis, on the same terms and conditions, unless either City or CVB delivers a written Lease Termination Notice to the other party before October 1st.

3. CVB shall pay City rent in the amount of \$1.00 per year which shall be paid on or before January 15th. CVB shall pay for all electricity and any other utility charges to operate CVB's sign. CVB shall pay for all electric and other utility charges on or before the due date.
4. Notwithstanding any other terms or conditions of this Lease to the contrary, if City at City's sole and exclusive discretion determines that any information displayed on CVB's sign creates any legal liability for the City, City shall have the authority to immediately terminate the use of the CVB sign by terminating the flow of electricity to the sign.
5. CVB shall not have the right to assign its interest under this lease without the express written consent of City. However, CVB has the right to allow subscribers or advertisers to display information on the sign so long as it satisfies use guidelines adopted by CVB and approved by City. In no event shall CVB allow the display of any information on its sign which creates any legal liability for the City of Windom.
6. CVB shall maintain hazard insurance protecting its interest in its sign and other personal property. CVB shall also procure and maintain in full force at its own expense, during the term of this lease and any extension thereof, public liability

insurance which shall be adequate to protect against liability for damage caused through public use, or arising out of any accident occurring in and around its sign, in a minimum amount of \$250,000.00 for each person injured, \$500,000.00 for any one accident, and \$50,000.00 for property damage insurance. City shall be an additional named insured in such policy and CVB shall furnish City a certificate of insurance with reference to same.

It is further understood and agreed that CVB shall be responsible for any and all claims for injury to persons or property of CVB, CVB's employees, agents, and subcontractors, and third parties injured as a direct result of damage from CVB's property. CVB shall indemnify and hold harmless City from any said claims made against City and hereby agrees to defend and hold harmless City from said claims, including the payment of reasonable attorneys' fees and costs incurred therein in defending said actions.

7. It is further understood that CVB's sign shall be deemed personal property and not legally attach to the real property of City. Said sign shall remain the property of CVB and may be removed from the property upon termination of this lease so long as removal does not result in any damage to any property of City. CVB shall remove said sign within 30 days after termination of this lease or any extension thereof. Said property shall be removed by CVB at CVB's own cost. Should there be any damage to the City's property caused by the removal of the CVB's sign, the CVB shall be responsible for the repair costs for said damage.
8. It is further understood and agreed that this lease represents the full understanding of the parties to the exclusion of any other written or oral agreements. This lease may only be modified or amended in writing duly executed by both parties.
9. This Lease supersedes and terminates all prior written and oral Leases between City and CVB.

IN WITNESS WHEREOF, the parties have executed this Agreement the above date first written.

CITY OF WINDOM, MINNESOTA

Kirby G. Kruse, Mayor

Steven Nasby, City Administrator

WINDOM AREA CHAMBER OF COMMERCE/CONVENTION AND VISITORS BUREAU

By _____,
_____, CVB President

EXHIBIT "A"

Part of Lots 5, 6, and 13 of State Subdivision in the City of Windom in the Northwest Quarter of Section 36, Township 105 North, Range 36 West, according to the Plat thereof on file and of record in the office of the County Recorder in and for Cottonwood County, Minnesota, described as follows:

Commencing at an existing iron monument at the intersection of the West right of way line of the Union Pacific Railroad and the South right of way line of Sixth Street, said monument being 873.06 feet West and 33.00 feet South of the Northeast corner of the Northwest Quarter of said Section 36; thence South 00 degrees 11 minutes 14 seconds West, bearing based on Cottonwood County Coordinate System, along the West right of way line of said railroad, a distance of 292.68 feet; thence North 83 degrees 09 minutes 14 seconds West a distance of 154.96 feet, to the point of beginning; thence North 06 degrees 50 minutes 46 seconds East, parallel with the East right of way line of U.S. Highway Number 71 and State Highway Number 60, a distance of 69.00 feet; thence North 83 degrees 09 minutes 14 seconds West a distance of 128.00 feet to the East right of way line of said highways; thence South 06 degrees 50 minutes 46 seconds West, along the East right of way line of said highways, a distance of 210.00 feet; thence South 83 degrees 09 minutes 14 seconds East a distance of 128.00 feet; thence North 06 degrees 50 minutes 46 seconds East, parallel with the East right of way line of said highways, a distance of 141.00 feet, to the point of beginning.

Policies and Guidelines for Use of the Windom Convention & Visitors Bureau (CVB) Electronic Community Message Board

Purpose

On November 1, 2007 the Windom City Council approved the placement of an electronic community events sign (or LED sign) on the Liquor Store sign post that will be placed at a location south of the municipal store. The LED sign became operational in February of 2008. The purpose of the electronic sign is to promote events of interest to the Windom Convention & Visitors Bureau (CVB), local organizations, and the community at-large. The electronic sign is the property of the Windom CVB. The CVB will receive all revenues from the sign, and is responsible for entering display messages and for any maintenance, repair, and insurance costs associated with the sign.

The electronic message board is located south of the new clinic (6th Street) and on the east side of Highway 60 / 71 in Windom. This location allows messages to be viewed by all those who travel along one of the main arteries serving the community. Prospective users are encouraged to implement a variety of communications media for announcements rather than relying solely on the message board. Placement and use of all messages are subject to constraints of priorities and electronic or mechanical limitations.

On October 1st of each year the CVB will set the price for electronic messages to be shown on the electronic message board during the following fiscal year. A message is defined as a maximum of three rotating screens of up to four lines of words per screen that will be displayed up to two weeks. The number of messages which can appear in any given time period is limited and preference will be given to the earliest messages submitted.

Guidelines

1. Messages are to be community event or public service-based. Non-commercial messages only. No product messages and no personal messages will be allowed.
2. Messages must be submitted no later than a week ahead of the requested posting date. (Late submissions will be considered on a case-by-case basis.)
3. Cash or check must be received at the time of the message request.
4. Sign requests must be submitted on an Electronic Message Submission Form.
5. Publishing any political, factional, or misleading viewpoints is prohibited.
6. Emergency messages, such as amber alerts, severe weather or road closings take precedence over all other announcements.
7. Messages will be posted in a timely manner, but not necessarily immediately upon submission.

Revised _____ 2012

ORDINANCE No. 139, 2ND SERIES

**AN ORDINANCE OF THE CITY OF WINDOM, MINNESOTA,
AMENDING CITY CODE CHAPTER 32, SECTION 32.02, ENTITLED "SALARIES
OF MAYOR AND COUNCIL MEMBERS"**

THE COUNCIL OF THE CITY OF WINDOM, MINNESOTA, ORDAINS:

Sec. 32.02. SALARIES OF MAYOR AND COUNCIL MEMBERS.

Salaries of the Mayor and Council Members are hereby fixed as follows:

- (A) The annual salary of the Mayor shall be \$4,600.
- (B) The annual salary of the Council Members shall be \$4,000.
- (C) To reduce the cost of distribution of Council material and to facilitate the dissemination of council documents through the use of electronic technology, an additional technology payment in the amount of \$700.00 shall be made to the Mayor and each Council Member in January of each odd numbered year.
- (D) The annual salary shall be paid at such intervals as the Council shall from time to time determine by resolution.
- (E) Such salaries provided for herein shall be effective January 1, 2013.

Adopted by the City Council of the City of Windom, Minnesota, this 4th day of December, 2012.

Kirby G. Kruse, Mayor

Attest: _____
Steven Nasby, City Administrator

1st Reading: November 20, 2012
2nd Reading: December 4, 2012
Adoption: December 4, 2012
Published: December 12, 2012

CITY OF WINDOM
 FM Entry - Invoice - Payment Processing - Council

Ranges: Check Date: (A)
 Check #: (r) 137943 - 138025
 Schedule Journal: (A)
 Bank#: (A)

Options: # of copies: 1 Sort: C Detail/Summary: S

Check#	Vendor Name	Description	Dept	Amount
137943	911 INSTALLS	SIREN SPEAKER	01-120-4	179.99
		Check Total:		179.99
137944	AMERICAN PAYMENT CENTER	SERVICE	61-181-4	24.26
		SERVICE	62-182-4	24.26
		SERVICE	63-183-4	24.26
		SERVICE	69-199-6	24.24
		Check Total:		97.02
137945	AMOCO OIL COMPANY	GAS	61-181-4	113.82
		GAS	62-182-4	375.61
		GAS	63-183-4	355.23
		Check Total:		844.66
137946	BEVERAGE WHOLESALERS	MERCHANDISE	60-180-4	2,747.91
		Check Total:		2,747.91
137947	BORDER STATES	PARTS & INVENTORY	62--1115	1,528.31
		Check Total:		1,528.31
137948	BRAD BUSSA	CLEANING	62-182-4	184.60
		Check Total:		184.60
137949	CAMPUS CLEANERS	RUG CLEANING	60-180-4	60.15
		Check Total:		60.15
137950	COLE PAPER INC.	CLEANING SUPPLIES	01-165-4	113.74
		CLEANING SUPPLIES	14-177-4	448.49
		Check Total:		562.23
137951	CREATIVE DESIGN	AMBULANCE CLOTHING-KATE	13-176-4	371.00
		Check Total:		371.00
137952	CRYSTAL WINDSHIELD REPAI	REPAIR ON 2010	13-176-4	50.00
		Check Total:		50.00
137953	DEFRIES COLLISION CENTER	MAINTENANCE	01-120-4	197.40
		Check Total:		197.40
137954	DICKS WELDING INC	MAINTENANCE	01-165-4	19.41
		Check Total:		19.41
137955	ELECTRIC FUND	REF-UTIL PP TO UTIL BILL	62--2013	99.27
		CITY HALL- MAINTENANCE	01-115-4	1.47

CITY OF WINDOM
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Check#	Vendor Name	Description	Dept	Amount
		PARK DEPT-MAINTENANCE	01-165-4	1.10
		AIRPORT-MAINTENANCE	11-174-4	1,082.07
		ARENA -MAINTENANCE	64-184-4	22.19
		Check Total:		1,206.10
137956	ELITE MECHANICAL SYSTEMS	MAINTENANCE	01-115-4	885.47
		MAINTENANCE	69-199-6	921.07
		Check Total:		1,806.54
137957	EMERGENCY MEDICAL PRODUC	CREDIT OF 9-27-10	13-176-4	42.01
		Check Total:		42.01
137958	ENVIROMASTER, INC	CLEANING	60-180-4	39.54
		Check Total:		39.54
137959	EXTREME BEVERAGE, LLC	MERCHANDISE	60-180-4	100.50
		Check Total:		100.50
137960	FASTENAL	SAND/SALT SHED	04--1207	208.77
		Check Total:		208.77
137961	FEDERAL EXPRESS CORP	FREIGHT	69-199-5	109.32
		Check Total:		109.32
137962	FERRELL GAS	FUEL	64-184-4	109.01
		Check Total:		109.01
137963	FIBER INSTRUMENT SALES I	PARTS & SUPPLIES	69-199-6	1,278.88
		Check Total:		1,278.88
137964	FRANKS SHOE REPAIR	FIX STRAP-CLIP	01-125-4	5.53
		SKATE REPAIR	64-184-4	20.70
		Check Total:		26.23
137965	GCC READY MIX	MAINTENANCE	61-181-4	62.59
		Check Total:		62.59
137966	GLOBAL GOV'T/EDUCATION S	MAINTENANCE	69-199-5	124.04
		Check Total:		124.04
137967	GRAYBAR ELECTRIC CO	MAINTENANCE	69-199-5	99.19
		Check Total:		99.19
137968	HAGEN DISTRIBUTING	MERCHANDISE	60-180-4	12,467.60
		Check Total:		12,467.60
137969	HP SUDS CLUB, LLC	BILLING CONTRACT SERVICE	61-181-4	163.54
		BILLING CONTRACT SERVICE	62-182-4	163.54
		BILLING CONTRACT SERVICE	63-183-4	163.55
		BILLING CONTRACT SERVICE	69-199-6	490.62

CITY OF WINDOM
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Check#	Vendor Name	Description	Dept	Amount
		Check Total:		981.25
137970	HURRICANE ELECTRIC LLC	TRANSIT SERVICE	69-199-5	1,000.00
		Check Total:		1,000.00
137971	INDOFF, INC	SUPPLIES	01-120-4	87.32
		Check Total:		87.32
137972	ITRON INC.	MAINTENANCE AGREEMENT	61-181-4	436.43
		MAINTENANCE AGREEMENT	62-182-4	436.43
		MAINTENANCE AGREEMENT	63-183-4	436.43
		Check Total:		1,309.29
137973	JOE'S LAWN CARE	BOILER	01-115-4	152.30
		Check Total:		152.30
137974	JOHNSON BROS.	MERCHANDISE	60-180-4	2,633.99
		Check Total:		2,633.99
137975	JOHNSON HARDWARE	MAINTENANCE	01-140-4	79.90
		Check Total:		79.90
137976	KALYN RIFE	ENERGY REBATE	62-182-4	25.00
		Check Total:		25.00
137977	KDOM RADIO	ADVERTISING	14-177-4	164.50
		ADVERTISING	64-184-4	78.00
		Check Total:		242.50
137978	KOLANDER TREE SERVICE	MAINTENANCE	01-140-4	133.59
		Check Total:		133.59
137979	LAMPERTS YARDS, INC.	2012 SALT/SAND SHED	04--1207	1,667.30
		MAINTENANCE	01-140-4	47.52
		MAINTENANCE	01-165-4	739.66
		Check Total:		2,454.48
137980	LEAGUE OF MN. CITIES	DUES	01-101-4	4,357.00
		Check Total:		4,357.00
137981	LYNN CARD COMPANY	SUPPLIES	01-125-4	95.72
		Check Total:		95.72
137982	MACQUEEN EQUIP. CO.	MAINTENANCE	01-140-4	74.59
		Check Total:		74.59
137983	MANKATO MOBIL - ALPHA WI	MAINTENANCE CONTRACT	01-130-4	150.00
		Check Total:		150.00
137984	MARK LILLEGAARD	ENERGY REBATE	62-182-4	35.00

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Check#	Vendor Name	Description	Dept	Amount
		Check Total:		35.00
137985	MCLAUGHLIN & SCHULZ, INC	ASPHALT	61-181-4	779.30
		Check Total:		779.30
137986	MELISSA PENAS	CLEANING	01-115-4	391.55
		CLEANING	03-171-4	401.10
		Check Total:		792.65
137987	MLB NETWORK	SUBSCRIBER	69-199-4	636.55
		Check Total:		636.55
137988	MN 9-1-1 PROGRAM	911 SERVICE	69--2300	1,056.23
		Check Total:		1,056.23
137989	MN VALLEY TESTING	TESTING	63-183-4	1,124.80
		Check Total:		1,124.80
137990	MTI DISTRIBUTING, INC	MAINTENANCE	01-165-4	99.50
		Check Total:		99.50
137991	NATIONAL CABLE TV COOP	PARTS & SUPPLIES	69-199-6	2,381.94
		Check Total:		2,381.94
137992	NEAL GRUNEWALD	COMPOST SITE MANAGER	01-145-4	132.00
		Check Total:		132.00
137993	NEW STAR SALES & SERVICE	COPY CONTRACT	69-199-5	35.00
		Check Total:		35.00
137994	PAUL MARSH	SAFETY WORK BOOTS	01-140-4	50.00
		Check Total:		50.00
137995	PEICHEL LAWN IRRIGATION	MAINTENANCE	60-180-4	53.50
		Check Total:		53.50
137996	POWER & TEL	PARTS & SUPPLIES	69-199-5	1,447.26
		Check Total:		1,447.26
137997	PRAXAIR DISTRIBUTION INC	SERVICE	13-176-4	211.97
		Check Total:		211.97
137998	READERS SERVICE	SUBSCRIPTION	03-171-4	41.22
		Check Total:		41.22
137999	RED ROCK RURAL WATER	WATER	11-174-4	26.75
		Check Total:		26.75
138000	RETROFIT RECYCLING, INC	BULBS	62-182-4	468.28
		Check Total:		468.28

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Check#	Vendor Name	Description	Dept	Amount
138001	RFD TV	SUBSCRIBER	69-199-4	353.40
		Check Total:		353.40
138002	RIVER BEND LIQUOR	MERCHANDISE	14-177-4	2,527.01
		Check Total:		2,527.01
138003	ROBERT BOOMGARDEN	REFUND-BURNING PERMIT FE	01-201-3	5.00
		Check Total:		5.00
138004	ROCKER CONSTRUCTION, LLC	REPAIRS	67-187-4	1,750.00
		Check Total:		1,750.00
138005	S&K TRUCK LINE, INC.	FREIGHT	60-180-4	198.00
		Check Total:		198.00
138006	SA FLEET	GAS	01-106-4	186.23
		GAS	01-120-4	186.44
		GAS	01-125-4	761.79
		GAS	01-140-4	121.26
		GAS	13-176-4	1,464.34
		GAS	64-184-4	68.64
		Check Total:		2,788.70
138007	SANDRA HERDER	CLEANING	01-115-4	391.55
		CLEANING	03-171-4	401.10
		Check Total:		792.65
138008	SCHRAMEL LAW OFFICE - TR	DWI FORFEIT 30%	01-120-4	1,500.00
		Check Total:		1,500.00
138009	SELECTACCOUNT	PARTICIPANT FEE	01-103-4	244.65
		Check Total:		244.65
138010	SHOWTIME NETWORKS INC	SUBSCRIBER	69-199-4	384.40
		Check Total:		384.40
138011	SNICKS SIGNS	MAINTENANCE	60-180-4	876.75
		Check Total:		876.75
138012	SO. CENTRAL ELECTRIC	POWER COST	18-147-4	44.55
		POWER COST	11-174-4	252.13
		Check Total:		296.68
138013	SOUTHERN WINE & SPIRITS	MERCHANDISE	60-180-4	748.88
		Check Total:		748.88
138014	TOSHIBA FINANCIAL SERVIC	LEASE/MAINTENANCE CONTRA	01-103-4	21.21
		LEASE/MAINTENANCE CONTRA	01-120-4	10.60
		LEASE/MAINTENANCE CONTRA	01-150-4	10.60
		LEASE/MAINTENANCE CONTRA	03-171-4	5.30

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Check#	Vendor Name	Description	Dept	Amount
		LEASE/MAINTENANCE CONTRA	12-175-4	5.30
		LEASE/MAINTENANCE CONTRA	14-177-4	5.30
		LEASE/MAINTENANCE CONTRA	60-180-4	23.01
		LEASE/MAINTENANCE CONTRA	61-181-4	23.01
		LEASE/MAINTENANCE CONTRA	62-182-4	23.01
		LEASE/MAINTENANCE CONTRA	63-183-4	33.94
		LEASE/MAINTENANCE CONTRA	64-184-4	19.09
		LEASE/MAINTENANCE CONTRA	69-199-6	31.80
		Check Total:		212.17
138015	TOWN 'N COUNTRY	MOTOR REPLACEMENT	14-177-4	930.13
		Check Total:		930.13
138016	UNIVERSAL SERVICE ADMIN	FEES	69-199-6	975.22
		Check Total:		975.22
138017	VERIZON WIRELESS	TELEPHONE	01-106-4	17.69
		TELEPHONE	01-120-4	204.32
		TELEPHONE	01-140-4	55.01
		TELEPHONE	13-176-4	83.02
		TELEPHONE	14-177-4	30.19
		TELEPHONE	61-181-4	54.88
		TELEPHONE	62-182-4	26.98
		TELEPHONE	63-183-4	54.92
		TELEPHONE	64-184-4	50.87
		TELEPHONE	67-187-4	52.77
		TELEPHONE	69-199-6	216.06
		Check Total:		846.71
138018	WASTE MANAGEMENT OF MN -	SPRING CLEAN UP	01-145-4	6,315.93
		Check Total:		6,315.93
138019	WINDOM AREA HOSPITAL	SERVICE	13-176-4	1,121.21
		Check Total:		1,121.21
138020	WINDOM AUTO VALU	MAINTENANCE	01-140-4	92.19
		MAINTENANCE	01-165-4	4.20
		MAINTENANCE	11-174-4	24.52
		MAINTENANCE	13-176-4	19.61
		MAINTENANCE	62-182-4	44.20
		MAINTENANCE	63-183-4	69.89
		MAINTENANCE	64-184-4	4.08
		MAINTENANCE	69-199-4	.00
		Check Total:		258.69
138021	WINDOM FARM SERVICE	MAINTENANCE	64-184-4	18.13
		Check Total:		18.13
138022	WINDOM FIRE SAFETY	EQUIPMENT	01-125-4	30.00
		Check Total:		30.00

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Check#	Vendor Name	Description	Dept	Amount
138023	WINDOM QUICK PRINT	CERTIFICATES	01-120-4	36.88
		NEWSLETTERS	62-182-4	231.34
		ADVERTISING	67-187-4	80.16
		Check Total:		348.38
138024	WIRTZ BEVERAGE MN WINE & MERCHANDISE		60-180-4	2,831.27
		Check Total:		2,831.27
138025	WOODSTOCK TELEPHONE CO	SERVICE	69-199-6	205.10
		Check Total:		205.10
		Report Total:		74,230.94

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Check#	Vendor Name	Description	Dept	Amount
		TELEPHONE	62-182-4	55.40
		TELEPHONE	63-183-4	260.60
		Check Total:		551.48
138040	CITIZEN PUBLISHING CO	COMPUTER HARD DRIVE	01-125-4	106.86
		Check Total:		106.86
138041	CITY OF WINDOM	CIGARETTE LICENSE	60-180-4	20.00
		Check Total:		20.00
138042	COLONIAL LIFE INSURANCE	BCN E8182644 INSURANCE	70--5050	8.82
		Check Total:		8.82
138043	COMCAST MEDIA CENTER	SUBSCRIBER	69-199-4	23.80
		Check Total:		23.80
138044	COTTONWOOD COUNTY LANDFI	SPRING CLEAN UP	01-145-4	4,444.62
		Check Total:		4,444.62
138045	COTTONWOOD CTY RECORDER	RECORDING	62-182-4	46.00
		Check Total:		46.00
138046	COUNTRY PRIDE SERVICE	MAINTENANCE	01-125-4	207.48
		DISCOUNT FOR FUEL	01-140-4	1,337.84
		MAINTENANCE	64-184-4	13.89
		Check Total:		1,559.21
138047	CULLIGAN	SERVICE	01-115-4	14.00
		Check Total:		14.00
138048	DAY-TIMERS, INC.	SUPPLIES	01-106-4	24.03
		SUPPLIES	67-187-4	24.04
		Check Total:		48.07
138049	DUKE'S ROOT CONTROL, INC	MAINTENANCE	63-183-4	5,568.18
		Check Total:		5,568.18
138050	DUSTY HARROLD	REFUND - UTILITY PREPAYM	62--2013	300.00
		Check Total:		300.00
138051	ELECTRIC FUND	LOAN PAYMT FOR EDA 2008	67--2011	1,071.26
		NOV UTILITY BILLING	01-103-4	362.43
		NOV UTILITY BILLING	01-106-4	52.20
		NOV UTILITY BILLING	01-115-4	498.21
		NOV UTILITY BILLING	01-120-4	68.87
		NOV UTILITY BILLING	01-125-4	28.29
		NOV UTILITY BILLING	01-130-4	17.57
		NOV UTILITY BILLING	01-140-4	2,963.77
		NOV UTILITY BILLING	01-165-4	3,677.08
		NOV UTILITY BILLING	03-171-4	264.64

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Check#	Vendor Name	Description	Dept	Amount
		NOV UTILITY BILLING	13-176-4	25.05
		NOV UTILITY BILLING	14-177-4	1,501.72
		NOV UTILITY BILLING	60-180-4	910.25
		NOV UTILITY BILLING	61-181-4	4,413.42
		NOV UTILITY BILLING	62-182-4	272.12
		NOV UTILITY BILLING	63-183-4	13,696.83
		NOV UTILITY BILLING	64-184-4	5,254.46
		LOAN PAYMT FOR EDA 2008	67-187-4	249.67
		NOV UTILITY BILLING	69-199-5	2,111.72
		Check Total:		37,439.56
138052	EXPERT T BILLING	BILLING SERVICE	13-176-4	1,039.50
		Check Total:		1,039.50
138053	FOX SPORTS	SUBSCRIBER	69-199-4	12,734.64
		Check Total:		12,734.64
138054	FOX TELEVISION STATIONS,	SUBSCRIBER	69-199-4	3,925.00
		Check Total:		3,925.00
138055	FULDA CREDIT UNION	SPEC BUILDING	67--2402	1,823.17
		SPEC BUILDING	67-187-4	1,536.83
		Check Total:		3,360.00
138056	GALE	BOOKS	03-171-4	174.02
		Check Total:		174.02
138057	GCC READY MIX	MAINTENANCE	61-181-4	622.78
		Check Total:		622.78
138058	GOLDEN WEST TECHNOLOGIES	SERVICE	69-199-4	120.28
		Check Total:		120.28
138059	HAGEN DISTRIBUTING	MERCHANDISE	60-180-4	2,447.95
		Check Total:		2,447.95
138060	HARLAND TECHNOLOGY SERVI	MAINTENANCE CONTRACT	01-103-4	163.54
		MAINTENANCE CONTRACT	60-180-4	48.10
		MAINTENANCE CONTRACT	61-181-4	96.20
		MAINTENANCE CONTRACT	62-182-4	269.36
		MAINTENANCE CONTRACT	63-183-4	96.20
		MAINTENANCE CONTRACT	64-184-4	28.86
		MAINTENANCE CONTRACT	67-187-4	28.86
		MAINTENANCE CONTRACT	69-199-6	230.88
		Check Total:		962.00
138061	HAWKINS, INC	CHEMICALS	61-181-4	1,765.93
		Check Total:		1,765.93
138062	HEIMAN FIRE EQUIP. CO	MAINTENANCE	01-125-4	36.55

CITY OF WINDOM
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Check#	Vendor Name	Description	Dept	Amount
		Check Total:		36.55
138063	HP SUDS CLUB, LLC	BILLING CONTRACT SERVICE	61-181-4	162.50
		BILLING CONTRACT SERVICE	62-182-4	162.50
		BILLING CONTRACT SERVICE	63-183-4	162.50
		BILLING CONTRACT SERVICE	69-199-6	487.50
		Check Total:		975.00
138064	HUBBARD BROADCASTING INC	SUBSCRIBER	69-199-4	750.00
		Check Total:		750.00
138065	INDOFF, INC	SUPPLIES	01-103-4	42.17
		SUPPLIES	01-106-4	27.76
		SUPPLIES	01-125-4	14.42
		OFFICE CHAIR	61-181-4	320.63
		SUPPLIES	67-187-4	7.04
		Check Total:		412.02
138066	J. H. LARSON	SUPPLIES & PARTS	62--1115	200.94
		Check Total:		200.94
138067	JEREMY ROLFES	INTERNET-ON CALL	69-199-4	50.94
		Check Total:		50.94
138068	JERRY'S REPAIR	MAINTENANCE	01-140-4	106.39
		Check Total:		106.39
138069	JIFFY-JR. PRODUCTS	SUPPLIES	61-181-4	100.32
		SUPPLIES	63-183-4	100.32
		Check Total:		200.64
138070	JIM AXFORD	EXPENSE	13-176-4	28.06
		Check Total:		28.06
138071	JOHNSON BROS.	MERCHANDISE	60-180-4	1,212.35
		Check Total:		1,212.35
138072	JOLYNN NERHUS	CLOTHING - AMBULANCE	13-176-4	129.70
		Check Total:		129.70
138073	KDOM RADIO	ADVERTISING	01-120-4	108.00
		ADVERTISING	01-125-4	250.00
		ADVERTISING	69-199-6	296.00
		Check Total:		654.00
138074	KNICKREHM ELECTRIC LLC	AIRPORT PROJECT	11--2043	1,169.56
		Check Total:		1,169.56
138075	LEAGUE OF MN CITIES	SUBSCRIPTION	01-120-4	680.00
		Check Total:		680.00

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Check#	Vendor Name	Description	Dept	Amount
138076	LIFETIME MOVIE NETWORK	SUBSCRIBER	69-199-4	36.50
		Check Total:		36.50
138077	LIFETIME	SUBSCRIBER	69-199-4	1,384.20
		Check Total:		1,384.20
138078	MACQUEEN EQUIP. CO.	MAINTENANCE	01-140-4	818.07
		Check Total:		818.07
138079	MANKATO NETWORKS LLC	SERVICE	69-199-5	1,850.00
		Check Total:		1,850.00
138080	MARY HOLMEN	EMT REFRESHER/MILEAGE	13-176-4	387.31
		Check Total:		387.31
138081	MARY LUGO	REFUND-UTILITY PREPAYMEN	62--2013	300.00
		Check Total:		300.00
138082	MESSER MACHINE & MFG. CO	MAINTENANCE	62-182-4	136.00
		Check Total:		136.00
138083	MICROMARKETING	BOOKS & AUDIO	03-171-4	639.51
		Check Total:		639.51
138084	MN MAYORS ASSOCIATION	MEMBERSHIP	01-101-4	30.00
		Check Total:		30.00
138085	MN SPORTSMAN	SUBSCRIPTION	03-171-4	18.00
		Check Total:		18.00
138086	MN STATE FIRE DEPT ASSOC	DUES	01-125-4	216.00
		Check Total:		216.00
138087	MN VALLEY TESTING	TESTING	63-183-4	271.00
		Check Total:		271.00
138088	MODERN ENTERPRISE SOLUTI	MAINTENANCE	69-199-6	1,543.36
		Check Total:		1,543.36
138089	NATIONAL CABLE TV COOP	PARTS & SUPPLIES	69-199-5	227.19
		Check Total:		227.19
138090	NEW ULM PARK & RECREATIO	SERVICE	64-184-4	450.00
		Check Total:		450.00
138091	PETERSON SMITH GRAVEL IN	MAINTENANCE	01-140-4	206.25
		Check Total:		206.25
138092	PHILLIPS WINE & SPIRITS	MERCHANDISE	60-180-4	1,883.05
		Check Total:		1,883.05

CITY OF WINDOM
FM Entry - Invoice - Payment Processing - Council

Check#	Vendor Name	Description	Dept	Amount
138093	RAEHEL HOLTY	REF-UTILITY PREPAY-R. HO	62--2013	300.00
		Check Total:		300.00
138094	RIVERSIDE LAUNDRY	SERVICE	01-125-4	57.71
		Check Total:		57.71
138095	RIVERSIDE REMODELERS	NEW POWERHOUSE WINDOW PR	62--1291	1,400.00
		Check Total:		1,400.00
138096	ROBERT L. CARR	WASTEWATER TREATMENT PRO	63--1368	237,448.70
		Check Total:		237,448.70
138097	ROGER MCWILLIAMS	ENERGY REBATE	62-182-4	35.00
		Check Total:		35.00
138098	RUNNING'S SUPPLY	MAINTENANCE	62--1302	132.83
		MAINTENANCE	01-125-4	77.99
		MAINTENANCE	01-140-4	247.81
		MAINTENANCE	01-165-4	123.19
		MAINTENANCE	14-177-4	11.53
		MAINTENANCE	61-181-4	103.95
		MAINTENANCE	62-182-4	22.38
		MAINTENANCE	63-183-4	247.89
		MAINTENANCE	64-184-4	21.28
		MAINTENANCE	69-199-4	57.67
		Check Total:		1,046.52
138099	S&K TRUCK LINE, INC.	FREIGHT	60-180-4	134.75
		Check Total:		134.75
138100	SCHRAMEL LAW OFFICE	OCTOBER 2012 BILLINGS	01-101-4	133.39
		OCTOBER 2012 BILLINGS	01-120-4	3,648.00
		OCTOBER 2012 BILLINGS	18-147-4	708.00
		OCTOBER 2012 BILLINGS	67-187-4	156.00
		Check Total:		4,645.39
138101	SCHWALBACH HARDWARE	MAINTENANCE	62--1302	19.11
		MAINTENANCE	01-103-4	8.85
		MAINTENANCE	01-125-4	54.99
		MAINTENANCE	01-140-4	55.53
		MAINTENANCE	03-171-4	827.92
		MAINTENANCE	11-174-4	54.92
		MAINTENANCE	13-176-4	9.61
		MAINTENANCE	14-177-4	145.16
		MAINTENANCE	61-181-4	151.63
		MAINTENANCE	62-182-4	67.93
		MAINTENANCE	63-183-4	19.73
		MAINTENANCE	64-184-4	1,181.76
		MAINTENANCE	69-199-5	99.84
		Check Total:		2,696.98

CITY OF WINDOM
FM Entry - Invoice - Payment Processing - Council

Check#	Vendor Name	Description	Dept	Amount
138102	SDN COMMUNICATIONS	GOV'T RECOVERY FEE	69-199-6	2,839.78
		Check Total:		2,839.78
138103	SHOPKO	SUPPLIES	01-165-4	35.54
		SUPPLIES	64-184-4	17.09
		Check Total:		52.63
138104	SOUND VISION	SUBSCRIPTION	03-171-4	10.00
		Check Total:		10.00
138105	STONER INDUSTRIAL, INC.	SERVICE	14-177-4	84.22
		SERVICE	62-182-4	68.20
		SERVICE	64-184-4	9.55
		SERVICE	69-199-5	38.26
		Check Total:		200.23
138106	STREICHER'S	EQUIPMENT	13-176-4	662.99
		Check Total:		662.99
138107	SUBWAY	BOARD MTG EXPENSE	67-187-4	43.61
		Check Total:		43.61
138108	TECHNOLOGY PLANNERS, LLC	FIELDWORK	69-199-4	630.00
		Check Total:		630.00
138109	THEIN WELL CO.	MAINTENANCE	61-181-4	13,223.56
		Check Total:		13,223.56
138110	TKDA ENGINEERS	HANGAR CONSTRUCTION	11--2043	3,502.53
		Check Total:		3,502.53
138111	TOWN 'N COUNTRY	MAINTENANCE	01-140-4	32.05
		Check Total:		32.05
138112	TRANSCEND UNITED TECH	ANNUAL MAINTENANCE	01-103-4	633.58
		ANNUAL MAINTENANCE	01-106-4	105.60
		ANNUAL MAINTENANCE	01-140-4	70.40
		ANNUAL MAINTENANCE	61-181-4	176.00
		ANNUAL MAINTENANCE	62-182-4	352.00
		ANNUAL MAINTENANCE	63-183-4	176.00
		ANNUAL MAINTENANCE	67-187-4	105.60
		ANNUAL MAINTENANCE	69-199-4	492.80
		Check Total:		2,111.98
138113	VOYAGER FLEET SYSTEMS IN GAS		01-103-4	116.27
		GAS	01-120-4	571.67
		GAS	01-140-4	99.47
		GAS	14-177-4	118.45
		GAS	61-181-4	344.97
		GAS	62-182-4	267.01

CITY OF WINDOM
FM Entry - Invoice - Payment Processing - Council

Check#	Vendor Name	Description	Dept	Amount
		GAS	63-183-4	205.69
		MISC MERCHANDISE	69-199-6	287.47
		Check Total:		2,011.00
138114	WALL STREET JOURNAL	SUBSCRIPTION	03-171-4	448.40
		Check Total:		448.40
138115	WESCO DISTRIBUTION, INC	PARTS & SUPPLIES	62--1115	5,547.61
		Check Total:		5,547.61
138116	WINDOM AREA DEVELOPMENT	INDUSTRIAL DEV - NOV	62-182-4	1,200.00
		Check Total:		1,200.00
138117	WINDOM AREA HOSPITAL	TESTING	01-120-4	118.50
		TESTING	01-140-4	35.00
		Check Total:		153.50
138118	WINDOM FIRE SAFETY	MAINTENANCE	01-125-4	51.29
		Check Total:		51.29
138119	WINDOM PAINTING	MAINTENANCE	64-184-4	822.40
		Check Total:		822.40
		Report Total:		434,224.39

Ranges: Bank #: (A)
Check Date: (A)
Check #: (r) 137956 - 137956
Cash #: (A)

Options: Check # Sort Only: B Format: 1 # of copies: 1
Print Void Checks: Y

Bank #	Cash #	Check Date	Vendor #	Vendor Name	Check #	Type	Amount
1		11/07/2012	04515	ELITE MECHANICAL SYSTEMS, LLC	137956	V	1,806.54
Total Regular:							.00
Total Manual:							.00
Total Regular & Manual:							.00
Total Voided:							1,806.54
Bank Total:							.00
Grand Total:							1,806.54

ELECTRONIC DISBURSEMENTS

Date	Vendor	Amount	Description
11/1/2012	Citistreet MN	\$ (5,125.00)	Deferred Compensation
11/1/2012	MII FSA	\$ (59.90)	Flex Spending
11/1/2012	USA Tax Payment	\$ (722.05)	Excise Tax
11/2/2012	Payroll	\$ (69,411.20)	Net Pay
11/2/2012	MN PERA	\$ (16,161.60)	PERA Payment
11/2/2012	USA Tax Payment	\$ (21,220.50)	Federal Payroll Tax
11/5/2012	Cardmember Services	\$ (1,086.19)	Credit Card Payment
11/5/2012	Payroll	\$ (1,342.78)	Net Pay
11/7/2012	MN Dept of Revenue	\$ (36,524.00)	Sales Tax
11/8/2012	MII FSA	(8.02)	Flex Spending
11/9/2012	MII FSA	\$ (9,386.26)	VEBA Payment
11/15/2012	MII FSA	\$ (192.31)	Flex Spending
11/15/2012	Liquor Credit Card Fees	\$ (1,276.15)	Liquor Credit Card Fees
		\$ (162,515.96)	



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: 12
PERIOD TO: 10/30/12
Distribution to: OWNER

FROM CONTRACTOR: Robert L. Carr Co. VIA ARCHITECT: Golton & Menk, Inc.
CONTRACT FOR: ARCHITECT
CONTRACT DATE: CONTRACTOR
PROJECT NOS: / / FIELD
OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$2,260,000.00
2. NET CHANGE BY CHANGE ORDERS \$ -0-
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$2,260,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$2,207,052.00

5. RETAINAGE:

- a. 5% of Completed Work (Columns D + E on G703) \$ 110,352.60
- b. % of Stored Material (Column F on G703) \$ -0-

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 110,352.60

6. TOTAL EARNED LESS RETAINAGE \$2,096,699.40
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$1,955,128.50
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 141,570.90

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$163,300.60
(Line 3 minus Line 6)

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

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

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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]* Date: 10/31/12

State of: Minnesota

County of: Lyon

Subscribed and sworn to before me this 31st day of October 2012



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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 141,570.90
(Attach explanation if amount certified differs from the amount applied. Initial dit figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: *[Signature]* Date: 11-12-12

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:

010711AC044

Wastewater Treatment Improvements
Windom, Minnesota

APPLICATION NO. 12
PERIOD TO: 10/30/12
APPLICATION DATE: 10/31/12

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
	Mobilization	70,000	70,000			70,000	0
	General Expenses	85,000	84,000	1,000		85,000	0
	Allowance	75,000		22,042		22,042	52,958
	Start-up/Testing	10,000	5,000	5,000		10,000	0
	Demobilization	10,000	5,000			5,000	5,000
	Item A - Intercept Sewer Replacement (Refer to the attached sheet)	147,790	68,360	81,570	0	149,930	-2,140
	Item B - River Crossing (Refer to the attached sheet)	58,015	59,885	1,000		60,885	-2,870
2060	Demolition of Wastewater Eq.	5,000	2,500	2,500		5,000	0
2061	Structure Removal	12,000	8,040	3,960		12,000	0
2220	Lift Station & Site Work	140,000	122,360	17,640		140,000	0
	Subtotal	612,805	425,145	134,712	0	559,857	52,948

Robert L. Carr Co. GENERAL CONTRACTOR

PO Box 1215 ■ 1601 N Highway 59, Marshall, Minnesota 56258-1215
507-532-2291 ■ FAX 507-532-2631
carrco@iw.net

Attachment to Application and Certificate for Payment no. 12
Period to: 10/30/12

Re: Wastewater Treatment Improvements
Windom, Minnesota

The following approved extra work is billed under the ALLOWANCE:

1. CMR no. 1R dated 7/13/12	\$ 7,206.00
2. CMR no. 2 dated 4/17/12	1,673.00
3. CMR no. 3 dated 6/5/12	1,065.00
4. CMR no. 5 dated 8/31/12	6,990.00
5. CMR no. 6 dated 9/19/12	<u>5,108.00</u>
<u>TOTAL</u>	<u>\$ 22,042.00</u>

291allow

APPLICATION NO. 12
 PERIOD TO: 10/30/12
 APPLICATION DATE: 10/31/12

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
2550	Site Utilities	21,000	5,040	15,960		21,000	0
2600	Roads, Walks, and Curbs	10,000	10,000			10,000	0
2920	Seeding and Turf Restoration	5,000		5,000		5,000	0
2371	Erosion Control	18,000	10,440	7,560		18,000	0
3200	Concrete Reinforcement						
	Material	30,000	30,000			30,000	0
	Labor	15,000	15,000			15,000	0
3300	Cast-in-Place Concrete						
	Lift Station 1st Lift	75,000	75,000			75,000	0
	Lift Station 2nd Lift	75,000	75,000			75,000	0
	Lift Station 3rd Lift	75,000	75,000			75,000	0
	Vault	25,000	25,000			25,000	0
	Miscellaneous Concrete	20,000	20,000			20,000	0
	Subtotal	981,805	765,625	163,232	0	928,857	52,948

Wastewater Treatment Improvements
 Windom, Minnesota

APPLICATION NO. 12
 PERIOD TO: 10/30/12
 APPLICATION DATE: 10/31/12

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	10,725			10,725	0
9900	Painting	15,000	15,000			15,000	0
11280	Hydraulic Gates	25,000	25,000			25,000	0
11310	Submersible Centrifugal Pumps	215,000	215,000			215,000	0
11312	Vortex Pumps	50,000	50,000			50,000	0
11321	Grit Separation	50,000	50,000			50,000	0
11335	Mechanical Bar Screen	175,000	175,000			175,000	0
15060	Process Piping Lift Station	40,000	40,000			40,000	0
	Wastewater	20,000	20,000			20,000	0
16010	Electrical General Provisions	14,470	14,470			14,470	0
16100	Basic Material & Methods	45,000	45,000			45,000	0
	Subtotal	1,642,000	1,425,820	163,232	0	1,589,052	52,948

APPLICATION NO. 12
 PERIOD TO: 10/30/12
 APPLICATION DATE: 10/31/12

Wastewater Treatment Improvements
 Windom, Minnesota

A	B	C	D	E	F	G	H
		WORK COMPLETED					
SECT. NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPS.	THIS PERIOD	STORED MATERIALS	TOTAL COMPLETED & STORED	BALANCE TO FINISH
16150	Electric Motors	3,000	3,000			3,000	0
16200	Power Generation Systems	130,000	130,000			130,000	0
16400	Electric Distribution	20,000	20,000			20,000	0
16500	Lighting	5,000		5,000	0	5,000	0
16900	Starters and Motor Controls	10,000	10,000			10,000	0
16950	Instrumentation & Controls	450,000	450,000			450,000	0
Grand Total		2,260,000	2,038,820	168,232	0	2,207,052	52,948
							98%

Attachment to
Application and Certificate for Payment No. 12 (period to 10/30/12)

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	<u>4</u>	\$500.00	\$2,000.00
2. 8" PVC Sanitary Sewer Pipe	<u>210</u> LF	\$45.00	\$9,450.00
3. 21" PVC Sanitary Sewer Pipe	<u>331</u> LF	\$215.00	\$71,165.00
4. Sanitary Manhole, DES 4007-48"	<u>65.5</u> LF	\$510.00	\$33,405.00
5. Sanitary Sewer Manhole DES Special	<u>23.9</u> LF	\$1,100.00	\$26,290.00
6. Sanitary Sewer Outside Drop	<u>10.6</u> LF	\$200.00	\$2,120.00
7. Sanitary Sewer Inside Drop	<u>2</u>	\$1,750.00	\$3,500.00
8. Sanitary Sewer Manhole Casting Assembly	<u>4</u>	\$500.00	\$2,000.00
9. Chimney Seal, Sanitary Manhole	<u></u>	\$300.00	\$0.00
10. Cleanout	<u></u>	\$800.00	\$0.00
Total - Item A			\$149,930.00

Item B: Inverted Siphon/River Crossing Replacement

1. Remove Sanitary Manhole	<u>2</u>	\$500.00	\$1,000.00
2. 18" PVC Sanitary Sewer Pipe	<u>56</u> LF	\$48.00	\$2,688.00
3. 6" HDPE DR 11 (DIPS) Trenchless Sanitary Sewer Pipe	<u>220</u> LF	\$75.00	\$16,500.00
4. 14" HDPE DR 11 (IPS) Trenchless Sanitary Sewer Pipe	<u>220</u> LF	\$130.00	\$28,600.00
5. Sanitary Manhole, DES 4007-48"	<u>8.5</u> LF	\$250.00	\$2,125.00
6. Sanitary Manhole, Siphon Inlet Structure	<u>9.2</u> LF	\$910.00	\$8,372.00
7. Sanitary Sewer Manhole Casting Assembly	<u>2</u> EACH	\$500.00	\$1,000.00
8. Chimney Seal, Sanitary Manhole	<u>2</u> EACH	\$300.00	\$600.00
Total Item B			\$60,885.00